

राजस्थान RAJASTHAN



AE 158844

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AGREEMENT  
EXECUTED ON 16.09.2025 BETWEEN TALDAR HOTELS  
AND RESORTS LIMITED AND BIGSHARE SERVICES PRIVATE LIMITED



## REGISTRAR TO THE ISSUE AGREEMENT

THIS REGISTRAR TO THE ISSUE AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") IS MADE ON SEPTEMBER 16, 2025 AT UDAIPUR, RAJASTHAN AMONGST:

**TALDAR HOTELS AND RESORTS LIMITED (Formerly Known as Taldar Hotels and Resorts Private Limited)** (CIN: U55209RJ2017PLC058093), a Company incorporated under the Companies Act, 2013 and having its Registered Office at 5-B, Meera Plaza, Shakti Nagar, Udaipur City, Udaipur, Girwa, Rajasthan, India, 313001, (hereinafter referred to as **"the Company"**/ **"the Issuer Company"**/ **"Issuer"**/ **"Taldar"**) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

**BIGSHARE SERVICES PRIVATE LIMITED (CIN: U99999MH1994PTC076534)**, a company incorporated under the Companies Act, 1956 having its registered office at Office no S6-2, 6<sup>th</sup> Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East), Mumbai - 400093, Maharashtra, India. (Hereinafter referred to as **"the Registrar"**), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of **SECOND PART**;

In this Agreement, the Registrar and the Company, are hereinafter individually referred to as a "Party" and collectively as "Parties".

### **WHEREAS:**

1. The Company is proposing an Initial Public Offering upto 34,28,800 equity shares (**"Equity Shares"**) of face value Rs 10.00 each (**"the Fresh Issue"**) through the fixed price method (**"Fixed Price Process"**) in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018 and applicable Indian securities laws (**"The Issue"**).
2. The Issuer has obtained approval for the Issue pursuant to the Board Resolution dated July 14, 2025. The Issuer passed a special resolution under section 62(1)(c) of Companies Act, 2013 at the Extra-Ordinary General Meeting held on August 11, 2025 which collectively authorized the Issuer's Directors, or any other authorized representatives, for the purpose of the issuing and signing the Draft Prospectus and the Prospectus and this Agreement, any amendments or supplements thereto, and any and all other writings as any be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.
3. The Company has appointed Merchant Banker, Socradamus Capital Private Limited as Lead Manager (LM) to manage the Issue on the terms and conditions set out in the Engagement Letter.
4. The Company has approached the Registrar to act as the Registrar to the Issue in accordance with the terms and conditions detailed in this Agreement and in the manner as required under applicable laws including as prescribed by the Securities and Exchange Board of India (**"SEBI"**), as empowered under the Securities and Exchange Board of India Act, 1992 (the **"SEBI Act"**).
5. The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993 (the **"SEBI RTA Regulations"**) having a valid and subsisting Registration No. **INR000001385** to act as a Registrar (the activities pertaining to the Registrar are hereinafter collectively referred to as the **"Assignment"**), and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement.
6. In terms of Regulation 9A (1) (b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the Company for the Assignment *inter alia* to define the allocation of duties and responsibilities between the Registrar and the Company. Accordingly, the Parties have agreed to enter into the Agreement.
7. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors applying in the Issue. Individual Investors applying in the Issue may also participate through the unified payment interface (**"UPI"**) process, in accordance with, and based on the timeline and conditions prescribed under the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 and SEBI ICDR Master Circular with SEBI RTA Master Circular (to the extent it pertains to UPI) (collectively, the **"UPI Circulars"**). The UPI Circulars have come into force from January 1, 2019 in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI, shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.

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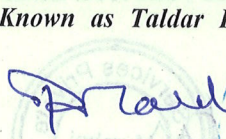
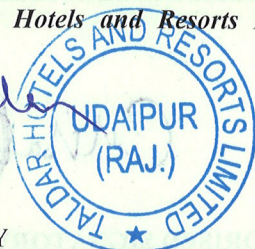

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net worth to honor its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Issue correspondence. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment indicated herein and that due care, diligence and caution shall be taken and endeavor to ensure that there are no errors in the Assignment to be performed by the Registrar.

- (e) It shall perform and fulfill the Assignment, as described herein (including cooperation and compliance with any instructions the Company or the LM may issue in terms hereof), and provide such other functions, duties, obligations and services as required by applicable law (including as prescribed by SEBI and the Stock Exchanges and, specifically, the code of conduct specified in Schedule III of the SEBI RTA Regulations and the timelines prescribed by SEBI) in respect of the Issue, in an ethical, diligent, professional and timely manner, and with the highest standards of integrity, fairness, accuracy, due diligence, care and skill. It shall not take up any activities in conflict with the interests of the Company, the LM or the Company's shareholders or the investors in the Issue, or in violation of applicable law and procedure notified by SEBI and the Stock Exchanges. It shall make adequate prior disclosure to the Company and the LM of any potential areas of conflict of interest or duties likely to impair its ability to render fair, objective and unbiased services under this Agreement. It shall ensure that the Demographic Details provided by Applicants in the Application Forms shall not be used by it for any purpose other than in relation to the Issue.
- (f) It shall immediately notify the Company and the LM of any expected delay in completion of any of formalities or obligations under this Agreement, or any unavoidable delay or errors committed while completing any such formalities or obligations.
- 4 The Company hereby declares that it has complied, and agrees to comply, with all applicable laws and prescribed procedures and formalities to enable it to make the Issue. The Company shall extend necessary co-operation to the Registrar on the Fresh Issue. If the Registrar receives any instructions under this Agreement, which are not in conformity with applicable law, the Registrar shall immediately notify the Company in writing, pursuant to which the Company, respectively, shall be free to withdraw, modify or clarify such instructions. The Registrar shall cooperate and comply with the instructions of the LM, as required in connection with the Issue.
- 5 The Parties agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule I** hereto, which functions, duties and obligations are inclusive and not exhaustive. The Parties may include further activities agreed mutually but all the activities pertaining to the Assignment shall be listed and agreed between the Parties. The Registrar agrees to undertake all the obligations and responsibilities as Registrar to the Issue specified herein as well as in the underwriting agreement, escrow agreement and the syndicate agreement, the Draft Prospectus and the Prospectus (collectively, the "Offer Documents") insofar as it is not contrary to applicable law. The Registrar consents to the inclusion of its name as the Registrar to the Issue in the Offer Documents and all such other documents as are required for the Issue, and to provide a formal consent letter in the form and manner prescribed under applicable law and as requested by the Company.
- 6 Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:
- a) Co-ordinating with the Depositories on behalf of the Company for obtaining the International Securities Identification Number ("ISIN") and for finalizing the tripartite agreements to be entered into with the Depositories, if applicable;
- b) liaising with the Company for dematerialization of its Equity Shares held by its existing shareholders including the Promoters and the Promoter Group, prior to filing of the Draft Prospectus;
- c) reviewing the sections related to the Issue procedure in the Draft Prospectus and Prospectus offering its comments;
- d) providing detailed instructions to the Banker's to the Issue/SCSB's and Designated Intermediaries (Only to SCSB's), as applicable, including the format and timeline of receipt of information;
- e) intimating the amount of processing fees payable to SCSBs and brokerage and selling commission for Registered Brokers, RTAs and DPs;
- f) intimating the Members of the Syndicate, sub-syndicate/agents, SCSBs, Registered Brokers, Brokers, Collecting Depository Participants and RTAs, who are authorized to collect Application Forms from the applicants, in relation to the Issue (the "**Designated Intermediaries**") before opening of the Issue, the Issue Opening Date and Issue Closing Date and time, including details of Issue Price, Issue Period, if any;
- g) receiving and providing inputs to the Company for designing and printing the Application Forms;

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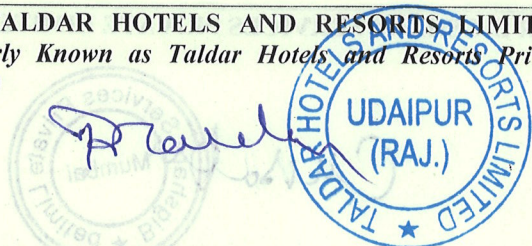
  


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- x) preparing the complete list of valid Applications (after all rejections, including rejections on technical grounds), and presenting such list category-wise;
- y) validating the electronic Application details with the Depository records and to reconcile the final certificates received from the SCSBs with the electronic Applications details in terms of the SEBI circulars, CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, CIR/CFD/DIL/3/2010 dated April 22, 2010, CIR/CFD/DIL/1/2011 dated April 29, 2011 and CIR/CFD/14/2012 dated October 4, 2012 and in accordance with the SEBI Master Circular for Issue of Capital and Disclosure Requirements dated November 11, 2024 and the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents dated June 23, 2025, together with any amendments, modifications or re-enactments thereof, on the basis of which the Basis of Allotment will be finalized;
- z) weeding out Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the DP and as per the directions of SEBI and the Stock Exchanges, it being understood that the technical rejection list will be prepared based on electronic Bid files received from the Stock Exchanges without reference to the physical Application Forms or their enclosures;
- aa) identifying inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI (ICDR) Regulations;
- bb) carrying out due procedures in relation to accurately identifying and rejecting multiple applications as provided in the Offer Documents;
- cc) providing correct data in time to enable the Company and the LM to determine and finalize the basis of allocation and/or the Basis of Allotment in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to allotment of the Equity Shares;
- dd) keeping accurately, at all times, the electronic records relating to ASBAs received from the Designated Intermediaries, including:
  - (i) Applications taken from the online IPO system of the Stock Exchanges and Applications furnished by the Designated Intermediaries;
  - (ii) particulars relating to the allocation and Allotment of Equity Shares against valid Applications;
  - (iii) particulars relating to the requisite money to be transferred to the Public Issue Account, in accordance with the terms of this Agreement, the Offer Documents and applicable law; and
  - (iv) Particulars relating to rejected/withdrawn/unsuccessful ASBAs.
- ee) acting on the details of the Applications submitted by the ASBA applicants which have been withdrawn before finalization of the Basis of Allotment to the Designated Stock Exchange after the Issue Closing Date;
- ff) assisting in seeking approval of the Basis of Allotment from the Designated Stock Exchange as per applicable law and the Offer Documents, along with the LM and the Company;
- gg) post approval of the Basis of Allotment by the Designated Stock Exchange, preparing the list of Allottees entitled to receive Equity Shares and prepare the Allotment Advice in consultation with the Company and the LM;
- hh) preparing the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar, and on finalization of the Basis of Allotment, to provide the following details to the controlling branches of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account within the timelines specified in the ASBA process:
  - (i) Number of Equity Shares to be allotted against each valid Bid and the list of successful investors;
  - (ii) Amount to be transferred from the relevant bank account to the Public Issue Account for each valid Application and the date by which such amounts are to be transferred and ensuring that the amounts have been transferred to the Public Issue Account as per the timeline mentioned while giving instructions to SCSB; and
  - (iii) Details of rejected Applications, if any, along with reasons for rejection and details of withdrawn/unsuccessful Application Forms, if any, to enable the SCSBs to unblock the relevant ASBA Accounts;
- ii) in accordance with applicable laws, ensuring that timely instructions are given to SCSBs to unblock the monies blocked for the Applications (of part thereof), which are unsuccessful, rejected and/or withdrawn;

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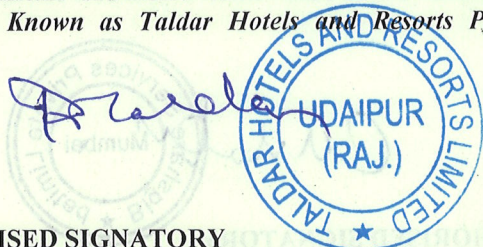


- aaa) providing in an accurate and timely manner all information to be provided by it under this Agreement, including providing the LM and the Company with detailed data to understand the share of commissions between the LM and the Registered Brokers and to calculate the commission payable to the Registered Brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept applications as per information provided on the websites of the Stock Exchanges;
- bbb) providing weekly reports to the Company and the LM on the (i) status of Equity Shares held in the demat share escrow account, (ii) status of pending investor complaints in the form required by the Company the LM; and
- ccc) in case of failure of the Issue, giving appropriate instructions, to the SCSBs to unblock relevant ASBA Accounts.

7 In connection with the Issue, the Registrar shall maintain accurately and with reasonable care, without limitation, the following records for a minimum period of three years from the date of listing and commencement of trading of the Equity Shares, subject to agreement with the Company. The Registrar shall provide the Company or any of their assigns any report that is required by them using the records specified below in a timely manner:

- (a) all Application Forms received from Applicants in relation to the Issue and final Applications file received from the Stock Exchanges and data received from Banker's to the issue including but not limited to the Bank Schedule, Final Certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account;
- (b) final Application file received from the Stock Exchanges;
- (c) all the electronic records obtained, received from all Designated Intermediaries, including Applications taken from the online Applications system of the Stock Exchanges and the Designated Intermediaries;
- (d) particulars relating to rejected Applications in the electronic file which did not get validated for the DP ID, Client ID or PAN with the Depositories' database;
- (e) demographic data of the investors obtained from the Depositories;
- (f) Basis of Allotment of Equity Shares to the investors as finalized by the Company in consultation with the Designated Stock Exchange, along with relevant annexures and details;
- (g) terms and conditions of the Issue of the Equity Shares;
- (h) particulars relating to monies to be transferred to the Public Issue Account and refunds to be made to investors;
- (i) particulars relating to the amounts collected from SCSBs where the Applications were uploaded by the Designated Intermediaries;
- (j) records of investor communication and communication for verifying DP ID details;
- (k) list of names of successful applicants and unsuccessful applicants of the Equity Shares;
- (l) particulars relating to the allocation/Allotment of the Equity Shares for the Issue;
- (m) details of multiple electronic Applications (determined on the basis of common PAN) rejected by the Registrar;
- (n) all Application Forms which are rejected and reasons thereof or withdrawn or unsuccessful along with the details of rejected/withdrawn/unsuccessful Application Forms;
- (o) reconciliation between the amount blocked in the ASBA Account of the respective ASBA Applicants based on the Schedule provided by the SCSBs with that of the electronic Applications file received from the Stock Exchanges;
- (p) records of correspondence in respect of investor complaints, grievances or queries;
- (q) record of pre-printed Issue stationary like Allotment Advice, etc., showing details of such stationary received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- (r) Complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which they were disposed of. Complaints received

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property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Issue; and the Registrar and their affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.


- 13 Immediately on receiving instructions from the Company, the Registrar shall dispatch all refund orders within the period specified in the Offer Documents. The post- Issue stationery including refund orders, letters of allocation and allocation advice, shall be kept ready and handed over to the Registrar by the Company within one Working Day from the date of closure of Issue. The Company will arrange to obtain prior approval for the post- Issue stationery from the Stock Exchanges and the Refund Bank. If the Company, as the case may be, is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs to unblock the bank accounts of the respective investors within the period stated in the Offer Documents on receiving the instruction to do so from the Company, the Registrar shall be liable to indemnify the Company for the cost incurred by the Company in paying the interest as per the applicable law. If the Company and/or the LM are made liable for compensation/damages for delay in credit of shares to investors accounts, where such delay is attributable to the Registrar's failure to credit the shares within the stipulated time/reasonable time/time mentioned in the Offer Documents, rules, regulations and circulars issued by SEBI or in case of any failure or part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company and/or the LM for such compensation/damage, loss, claim, liability, costs etc. incurred by the Company and/or the LM, as the case may be.
- 14 Until completion of dispatch of Allotment Advice and credit of Equity Shares to the Allottees' demat accounts, the Registrar will not hand over any Application Form or other documents or records pertaining to the Issue to any other person (except to the LM and the Stock Exchanges, subject to the Registrar having provided prior written notice of such disclosure to the Company). The Company agree that they will have access to the data/documents pertaining to the Issue at the office of the Registrar only as provided herein. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the prior written consent of the Company, as the case may be.
- 15 The Registrar will handle the Assignment from its office at Mumbai, which has been declared to SEBI and approved by it for carrying on its activities. This office address shall be printed in all relevant stationery pertaining to the Issue.
- 16 The Issue stationery including certificates, letters of Allotment and, Allotment/Allocation Advice shall be kept ready and handed over to the Registrar by the Company within three days from the date on which Registrar specifies the quantum of Issue stationery required to be printed and the Company shall be responsible for any delay on this account. The Company will arrange to obtain prior approval for the Issue stationery from the Stock Exchange.
- 17 The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment Letters/Allotment/Allocation Advice, etc., within two Working Days from the date of closure of the Issue. On closure of the issue period, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company. The Registrar agrees to return the excess funds to the Company in case the amount on actuals is less than the estimated account.
- 18 The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over subscription, allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matters.
20. The Registrar shall act as a nodal agency for redressing complaints of investors, including providing guidance to investors regarding approaching the concerned Designated Intermediary. The Registrar shall extend all necessary support to the Company, the LM, the SCSBs, the Registered Broker and the Syndicate as may be required for the smooth and speedy functioning of the ASBA process.
21. The Registrar to shall liaise with the Company to ensure that the Equity Shares offered as part of Issue a share escrow account a day prior to the Issue Opening Date. This will be done along with the LM.
22. The Registrar will provide all relevant statements/reports to ensure commencement of trading within the timelines mentioned in the Offer Documents, in consultation with the Company and the LM.
23. The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchange designated by the Company and the SEBI, as applicable.

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**Bigshare Services Private Limited**  
Mumbai

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that the Registrar shall not be liable for any indirect or consequential loss caused due to error or omission committed by it in good faith, where the Registrar has not acted negligently or committed an act of willful misconduct.

33. The Company will bear expenses for legal advice or action which may have to be taken by it for no lapse on the part of the Registrar but for any eventuality which may arise in connection with the Issue.
34. The Registrar may have to provide certain information regarding the investors to certain statutory and regulatory authorities including, without limitation, income tax authorities. The Parties acknowledge that providing such information strictly for such purpose shall not be in violation of this Agreement.
- a. Any notice, communication or documents may be given by personal delivery, registered or speed post, or by facsimile. The notice, communication or document shall be deemed to have been served on the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered or speed post on expiration of three working days after the notice shall have been delivered to the post office for onward dispatch and if given by facsimile, on transmission thereof, provided however that any notice by fax shall be confirmed in writing. All notices to the Parties shall be addressed as under:

**To the Issuer,**

**Taldar Hotels and Resorts Limited**

**(formerly known as Taldar Hotels and Resorts Private Limited)**

5-B, Meera Plaza, Shakti Nagar,

Udaipur City, Udaipur, Girwa,

Rajasthan, India, 313001,

Email: cs@mumbaihousehotels.com

Name : Ratan Taldar

Designation : Managing Director

**To the Registrar**

**Bigshare Services Private Limited**

Office no S6-2,6<sup>th</sup> Floor, Pinnacle Business Park, Next to Ahura Centre,

Mahakali Caves Road, Andheri (East), Mumbai - 400093 Maharashtra, India.

Tel No.: +91-22-6263 8200

Fax No.: +91-22-6263 8299

Email: ipo@bigshareonline.com

Investor grievance e-mail: investor@bigshareonline.com

Contact Person: Mr. Babu Rapheal C

Any change in the above shall be intimated by the Party concerned to the other Parties and such change shall be effective five working days thereafter or such later date as may be specified by the Party whose address/contact details are changed.

35. Non-compliance with any of the covenants contained herein by any Party may be reported to the SEBI within seven days by any other Party and shall also be reported to the LM immediately.
36. If any dispute, difference or claim arises between the Parties in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve such dispute through negotiation. If the dispute is not resolved through negotiation within 15 days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Registrar, one by the Company and one jointly by the appointed arbitrators). All proceedings in any such Arbitration shall be conducted under The Arbitration and Conciliation Act, 1996, and shall be conducted in English. The Arbitration shall take place in Mumbai, India.
37. Subject to Clause 37 above, any disputes arising in connection with this Agreement shall be subject to courts having jurisdiction in Mumbai, India. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to conflict of laws rules.
38. The Registrar shall not be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties.
39. This Agreement constitutes the entire understanding among the Parties and supersedes all prior discussions and agreements, oral or written, between any of the Parties relating to the Assignment.
40. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative.

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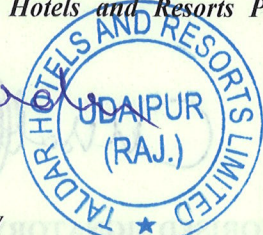


# SCHEDULE I

## Allocation of activities pertaining to the Assignment between the Company and the Registrar

#	Activity	Party Responsible
<b>I.</b>	<b>PRE-ISSUE WORK</b>	
1.	Design of Application Form, bank schedule, pre-printed stationery, in conformity with applicable law	LM/Registrar
2.	Preparing and issuing detailed instructions on the procedure to be followed by the Designated Intermediaries and application as per information provided on the websites of the stock exchanges	Registrar
3.	Placing of orders for and procuring pre-printed stationery	Company
<b>II.</b>	<b>ISSUE WORK</b>	
4.	Obtaining the electronic application data from the Stock Exchange	Registrar
5.a	Collection of final certificate and schedule pages from nodal branches of SCSBs	Registrar
b.	Collection of Application Forms from the Designated Intermediaries	
c.	Processing all Application Forms in respect of the Issue	
6.	On closure of the Issue, collecting application files from the Stock Exchanges and validating the DP ID, Client ID and PAN with the Depositories' database	Registrar
7.	Informing the Stock Exchanges/SEBI and providing necessary certificates to Lead manager on closure of the Issue	Company/Registrar
8.	Preparing Underwriter statement in the event of under subscription and seeking extension from Stock Exchange for processing	Registrar/Company
9.	Sending the electronic bid file with certain fields like application number and amount or any other additional fields as may be required by the SCSBs to all the SCSBs to facilitate validation of Application Forms for Applicants entered in the Stock Exchanges	Registrar
10.	Reconciliation of number of forms, Equity Shares applied for and money blocked with final certificate received from the SCSBs	Registrar
11.	Reconciliation of compiled data received from Stock Exchange(s) in respect of Application Forms	Registrar
12.	Matching the reconciled data with the Depositories; database for correctness of DP ID, Client ID and PAN quoted in the Bid downloaded from the Stock Exchanges	Registrar
13.	Reject all forms in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the Depositories' database	Registrar
14.	Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of stock exchanges with SCSB data	Registrar
15.	Matching with data/reconciliation with Bank Schedules and the final certificate	Registrar
16.	Uploading of beneficiary account details to depositories	Registrar
17.	Matching with depository details	Registrar
18.	Identify and reject Applications with technical faults and multiple Applications with reference to applicable law and procedure; prepare the list of technical rejection cases including rejected Applications based on mismatch between electronic Applications details and Depositories' database	Registrar / LM/ Company/
19.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange	Registrar
20.	Keeping a proper record of applications and monies blocked from the Applicants and paid to the Company/SCSBs/Bankers to the Issue	Registrar
21.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	Company/ Registrar
22.	Preparation of fund transfer schedule based on the approved Basis of Allotment	Registrar
23.	Assisting the company in Instructing the Depository to carry on the lock-in for pre-Issue capital	Registrar
24.	Preparation of list of Allotted entitled to be allocated Equity Shares	Registrar
26.	Preparing a statement of Applications rejected, separately for QIBs, Non-Institutional investors and Individual investors, along with reasons for rejection of the Bids	Registrar
27.	Allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company/Registrar
28.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling	Registrar

**FOR TALDAR HOTELS AND RESORTS LIMITED**  
(Formerly Known as Taldar Hotels and Resorts Private Limited)

**AUTHORISED SIGNATORY**

**FOR BIGSHARE SERVICES PRIVATE LIMITED**


**AUTHORISED SIGNATORY**



## SCHEDULE II

### Fees Payable to the Registrar

The following is our fee structure for all the activities in a Fix Price Issue proposal:

Sr. No	PARTICULARS	UNIT	FEES (Rs.)
1.	Processing Fee		Rs. 60,000/- for Sr. No 1-8
2.	Validation of Depository Details		
3.	Preparation of files to ASBA banks for blocking/ unblocking of investors account		
4.	Recon between bid files & amount blocked by ASBA Banks		
5.	Basis of Allotment		
6.	Fees payable for coordination, collection of applications and schedules, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids		
7.	Assisting the Company in Listing.		
8.	Servicing of Investor, Hosting Investor Allotment / non allotment information on BSPL Website		
9.	Sending Email intimations to allottees / non allottees		Rs. 0.50 per email
10.	Sending SMS to applicants for unblock of funds / credit of shares as per new SEBI circular April 2022		Rs. 0.75 per SMS

The charges towards adequate Insurance cover, Audit, and charges payable to the Depositories for Credit of Shares in the respective account of Investors, will be made directly by the company to the Insurance Company / Depositories. The Insurance policy would cover risk arising out of fraud, forgery, errors of commission / omission, etc.


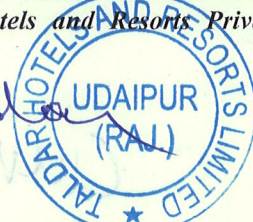
#### Reimbursement of other expenses

The cost of easy read computer stationery, labor charges and other material inputs, postage, envelopes, binding, sealing, conveyance and travel expenses, telephone / telex / fax / telegram expenses, courier charges, (including Speed Post charges), taxes and levies, miscellaneous correspondence with investors, etc., will have to be reimbursed by the Company on actual basis. Supporting Bills / vouchers will be forwarded to the Company wherever possible, and in the event of specific bills not being available, billing will be done on an approximate basis.

#### Pre-printed stationery

All pre-printed stationery, such as allotment advices, Refund orders, envelopes and other related items will be supplied to us by the company so as to reach us at least 5 days in advance of the date of mailing.

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