

THIS REGISTRAR AGREEMENT

AMONG

CAMEO CORPORATE SERVICES LIMITED (THE REGISTRAR TO THE OFFER)

AND




CELLCRONIC TECHNOLOGIES LIMITED (THE COMPANY)

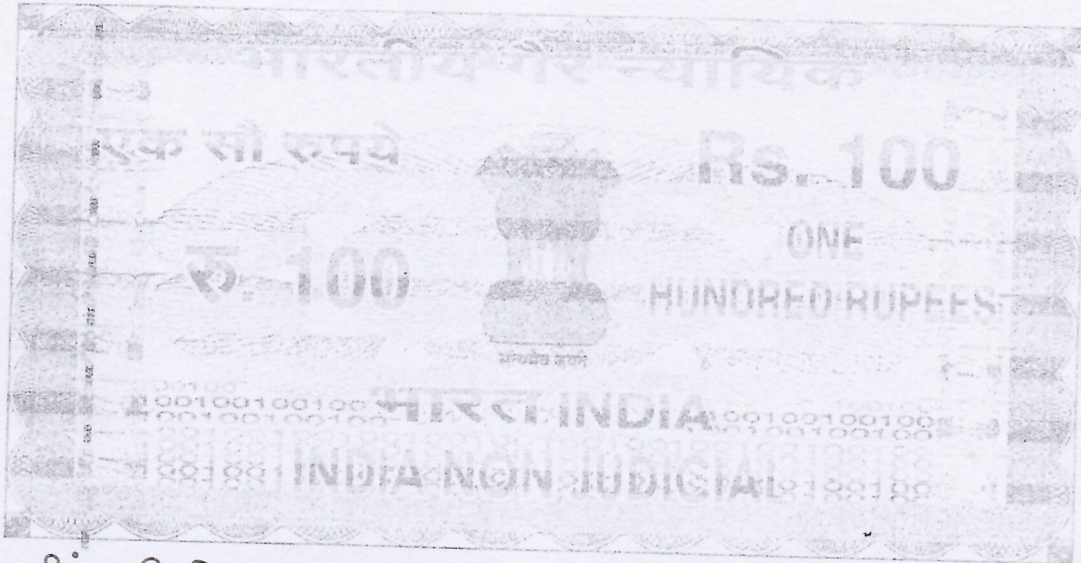
AND

RAVINDER MANDHAN (THE PROMOTER SELLING SHAREHOLDER)

AND

DEEPAK KUMAR (THE PROMOTER SELLING SHAREHOLDER)

  *Ravinder Mandhan* 



16 APR 2026

CAMEO CORPORATE SERVICES LIMITED

FG 190843
M.S. CHIDAMBARAM
STAMP VENDOR
LIC No. 9034/86/B1
New No. 133/3, T.H. Road
Triplicane, Chennai-600 005.
Phone : 044-48592448

THIS AGREEMENT (THE "AGREEMENT") IS MADE AT CHENNAI, TAMIL NADU ON MAY 29, 2026 BY AND AMONG:

CAMEO CORPORATE SERVICES LIMITED, a Company incorporated under the Companies Act 1956, as amended (the "Companies Act") bearing CIN U67120TN1998PLC041613, and having its Registered Office at 'Subramanian Building', No.1, Club House Road, Chennai 600002, Tamil Nadu, 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 **FIRST PART**;

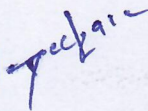
AND

CELLCRONIC TECHNOLOGIES LIMITED, a Company incorporated under the Companies Act 2013, as amended (the "Companies Act") bearing CIN U51900HR2019PLC080744, and having its Registered Office at Shop No. 1, Opp. Newal Power House, Petrol Pump, S.S. Kunjpura, Karnal 132023, Haryana, India, (hereinafter referred to as the "**Company**" / "**Issuer**"), 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**;



WHEREAS

1. The Company and the Promoter Selling Shareholders propose to undertake an Initial Public Offering of upto 16,70,000 Equity Shares of Face Value of Rs. 10 each of the Company (the "Equity Shares"), comprising of a Fresh Offer of up to 13,50,000 Equity Shares by the Company ("Fresh Offer") and an Offer for Sale of upto 3,20,000 Equity Shares held by the Promoter Selling Shareholders (the "Offered Shares") (such offer for sale, the "Offer for Sale") (the Fresh Issue together with the Offer for Sale, the "Offer") in accordance with the Companies Act (defined below), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations") and other applicable law, at such price as may be determined through the Fixed Price process under the SEBI ICDR Regulations and agreed to by the Company, in consultation with the Promoter Selling Shareholder and the Lead Manager (the "Offer Price"). The Offer may include allocation of Equity Shares to certain Anchor Investors, in consultation with the Lead Manager, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Offer will be made: (i) within India, to Indian institutional, non-institutional and individual investors in accordance with ICDR Regulations; and (ii) outside the United States, in offshore transactions in reliance on Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") and the applicable laws of the jurisdictions where offers and sales occur.
2. The Offer is being made in accordance with Chapter IX of the SEBI ICDR Regulations as amended, applicable for the Offer of specified securities by Small and Medium Enterprises ("SMEs").
3. The Board of Directors of the Company (the "Board") has, pursuant to a Board Resolution dated January 16, 2026 have authorized the Offer and the Shareholders of the Company has approved the Offer by way of a Special Resolution adopted, pursuant section 23 of the Companies Act, 2013 at the Extra Ordinary General Meeting of the shareholders of the company held on January 19, 2026.
4. The Company and the Promoter Selling Shareholders has approached **Indcap Advisors Private Limited** to manage the Offer as the Lead Manager ("LM"). The LM have accepted the mandate in terms and conditions of their Mandate Letter dated **October 22, 2024** (the "Mandate Letter"), subject to the terms and conditions set out therein.
5. The Company and the Promoter Selling Shareholder have approached the Registrar to act as the Registrar and Share Transfer Agent to the Offer in accordance with the terms and conditions detailed in this Agreement and in the manner as required under applicable law 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").
6. 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") and has a valid and subsisting Registration No. INR000003753 to act as a Registrar and Share Transfer Agent to the Offer (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. The Board of Directors of the Company, by resolution dated January 16, 2026 approved the appointment of **Cameo Corporate Services Limited** as the Registrar to the Offer.
7. 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, the Company. Accordingly, the Parties have agreed to enter into the Agreement.
8. SEBI by its circular (CIR/CFD/14/2012) dated October 4, 2012 and circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 read along with the clarification circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 has made it mandatory for all Applicant (except anchor investors) to make use of the facility of applications supported by blocked amount ("ASBA") for making applications for



public/rights issues. Further, the above-mentioned circulars provide a mechanism to enable the Syndicate and sub-Syndicate members to procure Application Forms submitted under the ASBA process from prospective Applicants. SEBI by its circular (CIR/CFD/DIL/1/2016) dated January 1, 2016, has revised the contents of the application form and the manner of disclosure considering the amendments introduced by the aforementioned circulars.

9. The SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 and any subsequent circulars or notifications issued by SEBI to introduce the use of Unified Payments Interface (UPI) as a payment mechanism with ASBA for application in public issues by Retail Individual Investors through (Syndicate members, Registered Stock Brokers, Registrar and Transfer agent and Depository Participants)
10. Forms submitted under the ASBA process from prospective investors. SEBI by its circular (CIR/CFD/DIL/1/2016) dated January 01, 2016, has revised the contents of the application form and the manner of disclosure considering the amendments introduced by the aforementioned circulars.
11. All capitalized terms used in the Agreement but not specifically defined herein shall have the meaning as ascribed to such terms in the Draft Prospectus and Prospectus to be filed by the Company with SEBI, the Registrar of Companies and Stock Exchange, as may be applicable.

NOW THEREFORE the Parties do hereby agree as follows:

1. Interpretation & Definitions:

2. All capitalized terms used in this Agreement shall, unless specifically defined herein shall have the same meaning ascribed to such terms under the Draft Prospectus (the "DP") and the Prospectus (the "Prospectus") to be tiled by the Company with the SEBI, the Stock Exchange (the "Prospectus" and together with the DP, the "Offer Documents") including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with the SEBI, the Registrar of Companies ("RoC") and Stock Exchange. as applicable, and the Offer Agreement, as the case may be.
- 1.2 In this Agreement, unless the context otherwise requires:
- a) words denoting the singular number shall include the plural and *vice versa*;
 - b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;
 - c) heading and bold type face are only for convenience and shall be ignored for purposes of interpretation;
 - d) reference to the word "include" or "including" shall be construed without limitation;
 - e) reference to this Agreement or to any other agreement, deed or other instrument shall be construed as reference to such agreement, deed, or other instrument as may, from time to time, be amended, varied, supplemented or noted or any replacement or novation thereof;
 - f) reference to an Article, Clause, Section, Paragraph, Recital, Preamble, Schedule or Annexure is, unless indicated to the contrary, reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;
 - g) reference to any statute or statutory provision shall be construed as reference to such statute or provision as, from time to time, amended, modified or re-enacted;



h) reference to the word "days" shall mean calendar days; and

i) The Schedules attached hereto form an integral part of this Agreement.

1.3 All rights and obligations of the Company under this Agreement and in relation to the Offer are several and not joint. The Company shall not be responsible for the acts, omissions or defaults of any other Party.

"Affiliate" with respect to any person means (a) any person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such person, (b) any person which is a holding company, subsidiary or joint venture of such person, and/or (c) any person in which such person has a "significant influence" or which has "significant influence" over such person, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 10% or higher interest in the voting power of that person are presumed to have a significant influence over that person. For the purpose of the definition of Affiliate, (i) the terms "holding company" and "subsidiary" have the meaning set forth in Sections 2(46) and 2(87), respectively of the Companies Act, 2013 and (ii) Group Companies (if any), Promoters and Promoter Group are deemed to be the sole Affiliates of the Company.

"Agreement" means this Registrar Agreement entered into among the Parties.

"Allotment", "Allot" or "Allotted" shall mean the allotment of Equity Shares pursuant to the Offer.

"Allotment Advice" means the note or advice or intimation of Allotment, sent to each successful Applicant who has been or is to be Allotted the Equity Shares after approval of the Basis of Allotment by the Designated Stock Exchange.

"Applicable Law" shall mean any applicable law, statute, bye law, regulation, guideline, circular, order, regulatory policy (including any requirement or notice of any regulatory body), listing agreements with Stock Exchange (as hereinafter defined), order of any court or directive, delegated or subordinate legislation in any applicable jurisdiction, inside or outside India.

"Application Supported by Blocked Amount" or "ASBA" shall mean the application, whether physical or electronic, used by an Applicant to apply for Equity Shares authorising a SCSB to block the Application Amount in their specified bank account maintained with the SCSB.

"Basis of Allotment" shall mean the basis on which Equity Shares will be allotted to successful Applicants under the Offer and which is described in paragraph titled "Basis of Allotment" forming a part of "Offer Procedure" of the DP and the Prospectus.

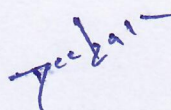
"Board" shall mean the Board of Directors of the Company.

"Companies Act" means the Companies Act, 1956 and/or the Companies Act, 2013, as applicable.

"Companies Act, 1956" means the Companies Act, 1956, as amended (without reference to the provisions thereof that have ceased to have effect upon the notification of the Notified Sections).

"Companies Act, 2013" means the Companies Act, 2013, to the extent in force pursuant to the notification of the Notified Sections.

"Control" shall have the meaning attributed to such term under the SEBI ICDR Regulations, read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; and the terms "Controlling" and "Controlled" shall be construed accordingly.



"Draft Prospectus" or "DP" shall mean the draft offer document to be issued in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Offer.

"Lead Manager" or "LM" shall mean Lead Manager to the Offer, i.e. Indcap Advisors Private Limited.

"Mandate Letter" has the meaning ascribed to it in Recital 4

"Offer" shall mean the offer upto 16,70,000 Equity Shares of Face Value of Rs. 10 each of the Company, comprising of a Fresh Offer of up to 13,50,000 Equity Shares by the Company and an Offer for Sale of upto 3,20,000 Equity Shares held by the Promoter Selling Shareholders.

"Offer Closing Date" shall mean the date after which the LM and registered intermediaries will not accept any applications, and which shall be notified in all editions of English daily newspaper, a Hindi daily newspaper and a regional daily newspaper, each with wide circulation.

"Offer Documents" shall mean the Draft Prospectus and the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the Application Form (including the Abridged Prospectus) and the pricing supplement, including all supplements, corrections, amendments, corrigenda, notices to investors, thereto.

"Offer Opening Date" shall mean the date on which the LM and registered intermediaries shall start accepting applications, and which shall be the date notified in all editions of English daily newspaper, a Hindi daily newspaper and a regional daily newspaper, each with wide circulation.

"Offer Period" shall mean period between the Offer Opening Date and the Offer Closing Date inclusive of both days, during which Applicants can submit their applications, including any revisions thereof.

"Offer Price" shall mean the price at which the Equity Shares are allotted to successful Applicants and such price shall be determined by the Company in consultation with the LM.

"Offered Shares" shall have the same meaning ascribed to in Recital 1;

"Promoters" shall mean the Promoters of the Company, namely, Ravinder Mandhan, Deepak Kumar and Anjali Sheoran.

"Promoter Group" shall mean the persons and entities constituting the Promoter Group of the Company in terms of Regulation 2(1) (pp) of the SEBI ICDR Regulations and disclosed in the Draft Prospectus and proposed to be disclosed in the Prospectus.

"Prospectus" shall mean the Prospectus to be filed with the RoC in accordance with Section 26 of the Companies Act, 2013 containing, inter alia, the Offer opening and closing dates and other information.

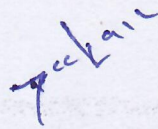
"Public Offer Account" means the Bank account to be opened with the Public Offer Account Bank under Section 40(3) of the Companies Act, 2013, to receive monies from the Escrow Account and ASBA Accounts on the Designated Date.

"Stock Exchange" shall have the same meaning as defined under Section 2 (ggg) of SEBI ICDR Regulations.

"SEBI ICDR Regulations" shall mean Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time

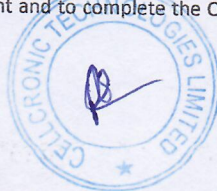
"U.S. Securities Act" the United States Securities Act of 1933.

"Working Day" shall mean all days, other than 2nd or 4th Saturday of the month, Sunday or a public holiday, on which commercial banks in India are open for business, provided however,



with reference to (a) announcement of Price Band; and (b) Bid/ Offer Period, "Working Days" shall mean all days excluding Saturdays, Sundays and public holidays, which are working days for commercial banks in India are open for business.

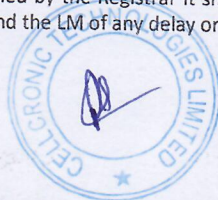
- 2 The Company and the Selling Shareholders hereby appoints Cameo Corporate Services Limited as Registrar to the Offer and the Registrar accepts such appointment. The Registrar's responsibility under Agreement shall be as set out herein, and the Registrar shall not be construed to be an agent of the Company, in any other manner whatsoever. For avoidance of doubt, it is clarified that this Agreement does not in any way bind the Company to appoint Cameo Corporate Services Limited as the Registrar and Share Transfer Agent ("RTA") of the Company. The Company has the absolute right to appoint any other agency as its RTA. In the event of appointment of any agency other than Cameo Corporate Services Limited or its associates as RTA, the Registrar shall transfer/part with any and all data pertaining to the investors in the Offer or Equity Shareholders available to it by virtue of being the Registrar to the Offer in a format compatible to the RTA appointed by the Company, without any additional charges.
- 3 The Registrar hereby undertakes to perform and fulfill the Assignment, as described herein (including all such works which are not specifically mentioned herein but are reasonably implied for completion of the Assignment), and to provide such other functions, duties, obligations and services as are required in accordance with applicable law (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI and the applicable provisions of the Companies Act) in respect of the Offer. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment and such functions, duties, obligations and services are performed in a professional and timely manner in compliance with the applicable laws and as required under the terms of this Agreement.
- 4 The Registrar represents, warrants and declares and undertakes that:
 - a) It has obtained a certificate of registration dated January 13, 2012, bearing Registration No. INR000003753 from SEBI, which is valid as on the date of this Agreement (the "Certificate"), attached as Schedule III hereto. Further, it is a 'fit and proper person' as per the criteria specified in the SEBI (Criteria for Fit and Proper Person) Regulations, 2004 and Schedule II of the SEBI (Intermediaries) Regulations, 2008. It is not an associate of the Company as mentioned under the SEBI RTA Regulations.
 - b) It shall ensure that the Certificate shall remain in force including by taking prompt steps for renewal or re-application if it is cancelled earlier. The Registrar shall keep the Company, each of the Selling Shareholders and the LM informed on an immediate basis if due to any unavoidable/ regulatory reasons, its registration with SEBI is cancelled, suspended, revoked or withheld or if it is prohibited or restricted from performing the Assignment and activities mentioned in this Agreement by any regulatory or judicial authority. A copy of the registration certificate from SEBI is attached as Schedule IV hereto.
 - c) It shall keep and maintain books of accounts, records and documents as specified in Regulation 14 of the SEBI RTA Regulations for a minimum period of three years as required under Regulation 15 of the SEBI RTA Regulations.
 - d) It has a clean track record and no penalty has been imposed on it by SEBI in the past. It has not violated any of the conditions subject to which its registration with SEBI has been granted and that no disciplinary or other proceedings have been commenced by SEBI or any other statutory, regulatory or supervisory authority or court/tribunal and that it is not debarred/suspended by any such authority from carrying on its activities as a Registrar to the Offer, including the activities in relation to this Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, each of the Selling Shareholders and the LM of such orders and cooperate to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines.



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- e) It shall perform the Assignment with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the SEBI RTA Regulations and the applicable rules, regulations, guidelines, circulars, notifications and directions issued by SEBI from time to time, including the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("SEBI Listing Regulations") and any other applicable law and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, each of the Selling Shareholders, the LM and the Applicants, and that it will not take up any activities which are likely to be in conflict with its own interests, interests of the Company, the Company's shareholders, the Selling Shareholders, the LM and the Applicants or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI from time to time.
- f) It shall make adequate disclosures to the Company, each of the Selling Shareholders and the LM of any potential areas of conflict of interest and duties which are likely to impair its ability to render fair, objective and unbiased service during the course of the Assignment. It shall cooperate and comply with any instructions the Company, each of the Selling Shareholders and the LM may provide in respect of the Offer, provided that the Company, each Selling Shareholders and LM do not give any instructions which are in violation of any applicable rules and regulations. It shall immediately notify the Company, each of the Selling Shareholders and the LM of any delay or errors committed while completing any formalities and shall indemnify the Company, each of the Selling Shareholders and the LM for any losses caused due to such error or delays. If such error or delays are caused by the acts/ actions of the Registrar, in accordance with the terms of this Agreement. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholder in relation to its Offered Shares with instructions provided by any other Selling Shareholder, the Registrar shall comply with the instructions of the Selling Shareholder holding the relevant Offered Shares.
- g) It shall carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per the applicable law, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the SEBI Listing Regulations and rules, regulations and bye-laws of the Stock Exchange, as amended from time to time. It shall immediately notify the Company, each of the Selling Shareholders and the LM of any anticipated delays in completion of any of the formalities or of any delay or errors committed while completing any formalities.
- h) It shall cooperate and complete with any instructions of the Company, each of the Selling Shareholders or the LM may provide in respect of the Offer, provided that they do not give any instructions which are in violation of any applicable rules and regulations.
- i) It is a "fit and proper person" as per the criteria specified in Schedule II of the SEBI (Intermediaries) Regulations, 2008, as amended.
- j) It has connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and the Central Depositories Services (India) Limited ("CDSL") (together the "Depositories").
- k) It has the required infrastructure facilities, qualified personnel, capacity, capabilities, back up data maintenance and disaster recovery system and the net worth to honour its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Offer correspondences.
- l) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company, the Selling Shareholders and the LM of any delay or errors committed in the



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performance of the Assignment and other services indicated herein, which could not be avoided and/or any corrective action taken thereto, and shall indemnify the Company, each of the Selling Shareholders and the LM for any losses caused due to such error or delays are caused by the acts/ actions of the Registrar

- m) It shall keep the Company, each of the Selling Shareholders and the LM fully informed about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulator or statutory authority from time to time.
- n) It is not subject to any litigation, or injunction or order of, any court or regulatory authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the Registrar in relation to any public offering by a company, including the Offer.
- o) It shall keep the Selling Shareholders, the Company and the LM fully informed about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulator or statutory authority from time to time.
- p) It is duly incorporated and validly exists under applicable laws. This Agreement has been duly authorised, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment do not violate or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject or any agreement, deed or undertaking entered into by the Registrar.
- q) It shall ensure that the demographic details provided by the Applicants in the Application forms shall not be used by it for any purpose other than in relation to the Offer.
- r) It is not an associate and shall not be deemed to be an associate of the Company or the Selling Shareholders for the purposes of the SEBI RTA Regulations.
- s) In the event, the Registrar is unable to continue to act as the Registrar to the Offer, at any point of time, due to any order, direction or injunction of any statutory or regulatory authority or otherwise, it shall immediately inform the Company, each of the Selling Shareholders and the LM and take steps, in consultation with and as per the direction of the Company, the Selling Shareholders and the LM, for a smooth transition of the data held by the Registrar in relation to the Offer and the Equity Shares, at no cost to the Company and the Selling Shareholders for such transition, to another registrar as may be appointed by the Company and the Selling Shareholders in consultation with the LM. However, the Registrar shall continue to be liable for any acts done prior to such transition.
- t) It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions etc. issued by SEBI or the Central Government and for redressal of investor grievances.
- u) It has formulated and implemented a comprehensive policy framework, approved by its board of directors, and it is in compliance with the requirement, of the SEBI circular bearing reference no. SEBI/HO/MIRSD/DoP/CIRP/2018/119 dated August 10, 2018.



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- 5 The Company, in relation to the Offer hereby declares that it has complied with and agrees to comply with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations and other relevant statutes, rules, regulations and guidelines to enable it to undertake the Offer. The Company and each of the Selling Shareholders, severally, also agrees that it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any legislation, applicable rules, regulations and/or guidelines issued by SEBI and any other relevant statutory/regulatory authority. In case the Company and the Selling Shareholders give any instructions, pertaining respectively to them, which are not in conformity with the applicable laws, the Registrar shall immediately notify the Company, the Selling Shareholders and the LM in writing about such instructions pursuant to which Company or the Selling Shareholders, as applicable, will be free to withdraw/modify such instructions. It is clarified that all obligations of the Company and the Selling Shareholders in relation to the Offer shall be several and not joint.
- 6 The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in in this Agreement and Schedule hereunder, which functions, duties and obligations are indicative and not exhaustive and are generally in conformity with the model agreement contemplated under the SEBI ICDR Regulations and the SEBI RTA Regulations. The Parties may include further activities agreed upon mutually but all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties. The Registrar agrees to undertake all the obligations and responsibilities as Registrar to the Offer specified herein as well as in the Underwriting Agreement (as defined below), the Cash Escrow and Sponsor Bank Agreement (as defined below), the Share Escrow Agreement (as defined below), the Syndicate Agreement (as defined below), and the Offer Documents to be issued by the Company in relation to the Offer in so far as it is not contrary to the SEBI ICDR Regulations. The Registrar hereby consents to the inclusion of its name, logo and other details (including address, contact and SEBI registration details) as the Registrar to the Offer in the Offer Documents and in such other documents as are required for the Offer and agrees to provide a consent letter in the form and manner satisfactory to the Company and the LM.
- 7 Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:
- To enter into a share escrow agreement ("Share Escrow Agreement") with the Company and the Selling Shareholders in terms of which a share escrow account will be opened ("Share Escrow Account") with the Registrar wherein, each Selling Shareholders shall transfer its respective portion of Equity Shares being offered, in terms of the Share Escrow Agreement. The Registrar shall operate the Share Escrow Account in accordance with the terms of the Share Escrow Agreement and also ensure that the respective portion of Equity Shares offered by the Selling Shareholders as part of the Offer are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement;
 - To enter into a cash escrow and sponsor bank agreement with the Company, the Selling Shareholders, the LM and the Banker(s) to the Offer (including the Sponsor Bank) ("Escrow/Public Offer Agreement and Sponsor Bank Agreement") in terms of which escrow/public offer account will be opened ("Escrow Account/Public Offer Account") wherein the Registrar shall issue requisite instructions to the Banker(s) to the Offer in terms of the Cash Escrow and Sponsor Bank Agreement;
 - To enter into the syndicate agreement with the Company, the Selling Shareholders and members of the Syndicate ("Syndicate Agreement") and an underwriting agreement with the Company, the Selling Shareholders, the LM and the Syndicate Members ("Underwriting Agreement") in relation



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to fulfilment of underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Syndicate Agreement and Underwriting Agreement;

- d) To liaise with Depositories on behalf of the Company and the Selling Shareholders for obtaining the International Securities Identification Number ("ISM") of the Equity Shares and to be a party to the tripartite agreements executed with the Depositories;
- e) The Registrar shall, in the event of any change in its status or constitution subject to prior written consent of the Company and each of the Selling Shareholders with respect to such change in its status/ constitution, obtain the permission of SEBI and any other regulatory authority, and shall duly inform the Company, the Selling Shareholders and the LM immediately of such change in status or constitution;
- f) To provide detailed instructions to the Bankers to the Offer, SCSBs, members of Syndicate, Collecting Depository Participants ("CDPs"), sub-Syndicate members/agents, registrars and share transfer agents registered with SEBI ("RTAs") and Registered Brokers who are authorized to collect ASBA Forms from the Applicants and Anchor Investor Application Forms (if applicable) in relation to the Offer (collectively, the "Designated Intermediaries"), including the format and timeline of receipt of information:
- g) If required, to liaise with the Company for dematerialization of its Equity Shares held by its existing shareholders, including the Selling Shareholders;
- h) Provide inputs for finalizing the Bankers to the Offer (including Sponsor Bank) and assist in identification of the collecting branches at the collection centres finalized;
- i) Provide detailed instructions to the SCSBs, including on the format and timeline of receipt of information;
- j) To liaise with the Designated Intermediaries and the Sponsor Bank to carry out the required steps for the purposes of the Offer;
- k) Provide/specify the format to the Designated intermediaries in which information in relation to ASBA or the UPI Mechanism is required to be provided to the Registrar;
- l) Accepting and collecting complete ASBA Forms.
- m) Ensure that with respect to Retail Individual Investors Application through the UPI Mechanism, the relevant Designated Intermediaries do not undertake physical movement of the ASBA Forms to the SCSBs;
- n) Hand-over to the Company and the Selling Shareholders. As applicable, all the records/ data and all related documents which are in its possession in its capacity as a Registrar to the Offer, within 1 (one) month from the date of termination of this Agreement or within one month from the date of cancellation of its certificate of registration as registrar, whichever is earlier.
- o) To review the 'Offer Procedure' section in the Offer Documents and confirm its accuracy;
- p) To receive and provide inputs to the Company for designing and printing the Application Form, prepare the Confirmation of Allocation Note ("CAN") for Anchor Investors (if applicable). Allotment Advice and any other pre and post Offer related Stationery;



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- q) Intimate on the amount of processing fees payable to the SCSBs in respect of ASBA Forms and to the Sponsor Bank for Application made by Individual Investors using the UPI Mechanism, and also intimate the selling commission and brokerage payable to each Designated Intermediary for ASBA;
- r) Ensure that Application made through the UPI Mechanism in respect of SCSBs have been made only through the SCSBs/mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path: <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intm1d=40>
- s) Intimate the Designated intermediaries before opening of the Offer, the basis of the commission / selling commission payable, the Offer Opening Date and Offer Closing Date/time, including details offer Price, Offer Period, if any;
- t) Follow-up with the Sponsor Bank (through the Designated Stock Exchange), Bankers to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconcile any data mismatches with the Sponsor Bank. Banker to the Offer and the SCSBs and advise the members of the Syndicate through the Stock Exchange, of the mismatch, if any, that may warrant a correction of the application data;
- u) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates, duly signed on letterhead/ stamped and confirm that such certificates have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
- v) To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty on the Equity Shares being issued through the Offer;
- w) Collect, within the timelines provided under the circulars and regulations notified by the SEBI and in manner as specified by the Company and the LM and in accordance with applicable law:
- i. the Application Forms, reconciled data, bank schedules and final certificates from various centres of the Bankers to the Offer and the Designated Intermediaries, the Application Forms with respect to Anchor Investors from the LM and the data/information with respect to Application Amount of Anchor Investors from the Escrow Collection Bank within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall make best efforts to collect the aforesaid information and documents within the timelines prescribed under Applicable Law;
 - ii. the physical Application Forms (pertaining to non-ASBA Application) from the Registered Brokers following the expiry of six months from the Offer Closing Date;
 - iii. electronic application data (including ASBA data) from the Stock Exchange;
 - iv. certificate of blocked funds, in respect of Application made by Individual Investors through the UPI Mechanism, from the Sponsor Bank after the Offer Closing Date;
 - v. aggregate data in relation to the total number of Applications made through the ASBA mechanism uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded Applications made through the ASBA mechanism from each Designated Intermediary or Sponsor Bank or Stock Exchange;



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- vi. soft and hard copies, as applicable, of bank schedules, reconciled data and final certificates from all centers of the SCSBs and the Sponsor Bank, and with respect to Anchor Investors (if applicable), the Anchor Investor Application Form, from the LM and the date/ information with respect to the Application Amount of Anchor Investors from the Bankers to the Offer. The Registrar shall ensure to collect the aforesaid information and documents within the timelines prescribed under applicable laws and relevant agreements entered into in this regard and as instructed by the LM; and
- vii. PAN, DP ID, UPI TD and Client ID details of valid beneficiary accounts from the Depositories; and in each case, in accordance with the instructions of the Company, the Selling Shareholders and the LM and in case of reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company. Selling Shareholders and the LM and the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines;
- x) Prepare a physical book on the basis of Applications received from Anchor Investors (if applicable) and deliver the same to the Company, the Selling Shareholders and the LM;
- y) Where the Registrar requires to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the statutory timelines;
- z) On closure of the Offer, collect the Application file from the Stock Exchange and the LM and validate the DP ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary and the LM of the erroneous Application which will be considered as invalid;
- aa) To verify scanned copies of the Application Forms received from the Anchor Investors for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
- bb) At the time of the finalization of Basis of Allotment, obtain validation from the Depositories for FPIs who have invested in the Offer to ensure there is no breach of investment limit and to use PAN issued by Income Tax Department of India to check compliance for a single FPI.
- cc) To reconcile the final certificates received from the SCSBs and the Sponsor Bank with the electronic application details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIUCIR/P/2016/26 dated January 21, 2016, the SEBI Circular No. SEBI/HO/CFD/DLL21CIR/P/2018/22 dated February 15, 2018, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/1/2019/50 dated April 3, 2019 and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019 to the extent applicable, (collectively, the "Relevant SEBI Circulars") read with the UPJ Circulars on the basis of which the Basis of Allotment will be finalised and ensure compliance with all applicable regulations and guidelines including the Relevant SEBI Circulars. It shall be the sole responsibility of the Registrar to procure and collect



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the final certificates from all SCSBs and the Sponsor Bank within two Working Days from the Offer Closing Date:

- dd) To ensure compliance with the UPI Circulars as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Bank and undertaking all necessary activities in this regard;
- ee) Prepare a list of Applicants entitled to Allotment of the Equity Shares and prepare the CAN and the Allotment Advice, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule and refunds to be made based on approved Allotment;
- ff) To take necessary steps for effective lock-in in accordance with the SEBI ICDR Regulations;
- gg) Delivery of the Application file received from the Stock Exchange containing the Application Form numbers, number of Equity Shares, the Application Amount and any other additional fields as may be required for validation/reconciliation;
- hh) Receive the reconciled data and the Application Forms (except in case of Application Forms submitted to the Designated Intermediaries') from the SCSBs:
 - ii) Obtain the demographic details of the Applicant (including PAN and MICR code) from the Depositories, check this data with the Application file and highlight any discrepancies. In the event the PAN is missing, to check whether the Applicant falls under the Sikkim category or any other exempt category;
 - jj) Reconcile the compiled data received from the Stock Exchange, all SCSBs and the Sponsor Bank, and match the same with the Depositories database for correctness of DP ID, UPI ID, Client ID and PAN;
- kk) Delivery of communication to the Company, each of the Selling Shareholders and the LM at the earliest in the event of discrepancy between the electronic Application file registered on the online IPO system of the Stock Exchange and the bank schedules and the final certificate received from the SCSBs. The Registrar shall discuss the results of such reconciliation with the Company, the LM, the SCSBs and the Sponsor Bank in a timely manner:
 - ll) Reject the Application in respect of which the DP ID, UPI ID, Client ID and PAN specified in the reconciled data does not match the details in the database of the Depositories and which have not been rectified within specified date;
- mm) To reject Application made using the UPI Mechanism which are not made in accordance with the UPI Circulars
- nn) To follow and complete all processes as specified in the Offer Documents;
- oo) Preparing a statement of Application proposed to be rejected, separately for Non-Institutional Investors and Individual Investors. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within Two Working Days from the Bid/Offer Closing Date. To also provide exceptions, if any, to enable the Company and the LM to take decision on the Application;



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- pp) Ensure that the SCSBs applying through ASBA shall apply in the Offer through a separate account opened with another SCSB; provided that failure of SCSBs to apply through another SCSB shall be rejected under technical grounds;
- qq) To prepare the complete list of valid Applications (after all rejections including rejections on technical ground), and present the same category-wise to the Company, the Selling Shareholders and the LM:
- rr) Follow up with the SCSBs and the Bankers to the Offer (including the Sponsor Bank) for final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Sponsor Bank and SCSBs;
- ss) Screen, identify and list out Application Forms with technical errors. Multiple applications or those that are liable for rejection in accordance with the Prospectus and as per the directions of SEBI and the Stock Exchange and reject such applications in consultation with the Company and the LM. It is understood that technical rejection list will be prepared based on electronic Application files received from the Stock Exchange and the electronic bank schedules received from the SCSBs and the Sponsor Bank without reference to the physical Application Forms or its enclosures:
- tt) To specifically record cases of multiple Application and to keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchange and the data validated from the Depositories and to carry out due procedures in relation to accurately identifying and rejecting multiple Application Forms as provided in the Offer Documents;
- uu) To provide correct data in time, and in no event later than Three Working Days from the Offer Closing Date or such other period as may be prescribed by Applicable Law, to enable finalization of the basis of allocation and/or the Basis of Allotment along with the Company and the I.M 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 Equity Shares.

Upon approval of the Basis of Allotment, the RTA will share the debit file with the Sponsor bank (through stock exchange) and SCSBs, as applicable, for credit of funds in the public offer account and unblocking of excess funds in the RII's account. The Sponsor bank based on the mandate approved by the RII at the time of blocking of funds, will raise the debit/ collect request from the RII's bank account, whereupon the funds will be transferred from RII's account to public offer account and remaining funds, if any, will be unblocked without any manual intervention by RII or his / her bank.

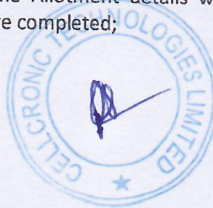
- vv) Keep accurately, at all times, the electronic records relating to Application received from all SCSBs, Designated Intermediaries and the LM, including:
- (i) Application from the online application system of the Stock Exchange and Application furnished by the Designated Intermediaries,
 - (ii) particulars regarding the monies blocked in the ASBA Accounts or through the UPI process of the respective ASBA Applicants:
 - (iii) particulars relating to the allocation and Allotment of Equity Shares against valid Applications;
 - (iv) particulars relating to the requisite money to be transferred to the Public Offer Account from each blocked account. in accordance with the terms of this Agreement, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and



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- (v) particulars relating to rejected/withdrawn/unsuccessful Application.
- ww) To maintain details of Application withdrawn during the Bid/Offer Period and inform Applicants placing withdrawal requests with the Registrar to co-ordinate with the relevant Designated Intermediaries.
- xx) Assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICOR Regulations and the relevant provisions of the Offer Documents along with the LM and the Company. To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications as specified in the Offer Documents;
- yy) The Company and the Registrar, as applicable, shall undertake all actions, including corporate actions for credit of Equity Shares upon Allotment/ lock-in for pre-Offer capital within three Working Days from the Offer Closing Date and give instructions to the Depositories to carry out the lock-in for the pre-Offer capital as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within three Working Days from the Offer Closing Date or such other timeline that may be prescribed by SEBI.
- zz) Prepare fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred to Public Offer Account within the timelines prescribed under SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 and SEBI circular no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, providing the following details to the controlling branches of each SCSB or the Sponsor Bank for ASBA Application and Escrow Banks with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts or for the initiation of refunds from the Escrow Account or transfer the requisite money to the Public Offer Account (including for eventual credit to the Company and the Selling Shareholders) within the timelines specified under SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, as amended by SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/I/2019/50 dated April 3, 2019 or as notified from time to time and SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016:
- (i) A list of successful Applicants who have been or are to be Allotted Equity Shares and the number of Equity Shares to be allotted against each valid Application;
 - (ii) Amount to be transferred from the Escrow Account/ relevant blocked account to the Public Offer Account (or the refund account if so required) for each valid Application and the date by which such amounts shall be transferred;
 - (iii) The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under applicable law; and
 - (iv) Details of rejected Application, if any, along with reasons for rejection and details of withdrawn/unsuccessful Application, if any, to enable unblocking of the relevant accounts or for refunds to be initiated by Escrow Bank.
- aaa) Receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Applicant from each of the Depositories and submit the same to the Stock Exchange and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed;



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- bbb) Ensure that Allotment made is correct and timely uploading of the correct file in the depository system is made;
- ccc) Coordinate with the concerned Depositories and ensure that the number of Equity Shares Allotted to each category of Applicants is correct in all respects;
- ddd) Dispatch of Allotment Advice/ CAN/ refund orders, if any/ issue of instructions for un-blocking and credit of Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance and assist the relevant Parties in filing of the confirmation of refund dispatch with the Stock Exchange. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI and as included in the Offer Documents and maintaining proper records of such refunds;
- eee) Provide all the relevant data, documents, statements/reports for finalization of Basis of Allotment, listing and trading, post-Offer monitoring reports etc. within the timelines mentioned in the Offer Documents, in consultation with the relevant Parties;
- fff) Submit relevant documents to the Stock Exchange for the purpose of obtaining listing and trading approval;
- ggg) Ensure that all steps for completion of the necessary formalities for listing and commencement of trading of Equity Shares at the Stock Exchange, are taken within six/three Working Days of from the date of closure of the Offer or within the timeline as prescribed by SEBI;
- hhh) Finalize various post-Offer monitoring reports such as the final post-Offer monitoring report, along with relevant documents / certificates, in consultation with the post-Offer LM (as per the inter-se allocation amongst the LM) and the Company, to be submitted to SEBI within the stipulated time ensuring that such reports are based on authentic and valid documentations received from the members of Syndicate, the SCSBs and the Sponsor Bank.
- iii) Provide data to assist the Company and the LM for publishing Allotment advertisement before commencement of trading along with the Company and the LM within the specified time in the newspapers where pre-Offer, Offer Opening and Offer Closing advertisements appeared earlier;
- jjj) Settle investor complaints and grievances including those pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, communications received from SEBI, the Stock Exchange and other regulatory agencies or any investor grievance related to the Registrar's scope of service, in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company, the Selling Shareholders and the LM as provided for in the Offer Documents and maintain a complete and accurate record in respect of any grievances dealt with under the investor grievance mechanism and ensure that such records are maintained for a period of at least eight years and are informed and made available to the Company at regular intervals;
- kkk) Ensure that proper investor grievance handling mechanism is in place at its office during the Offer Period and after closing of the Offer, as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years and are made available to the Company at regular intervals;

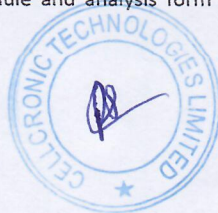


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- lll) Assist the Company and the LM in providing necessary reports/information to the Designated Stock Exchange;
- mmm) Provide in a timely manner all accurate information to be provided by it under this Agreement, including providing the LM, the Company and the Selling Shareholders with detailed data so as to understand the share in commissions between the LM and the Designated Intermediaries authorized to accept and Application as per information provided on the website of the Stock Exchange;
- nnn) To provide weekly reports to the Company, the Selling Shareholders and the LM on the (i) status of Equity Shares lying in Share Escrow Account, (ii) status of refunds remaining undelivered and electronic refunds rejected and steps taken to resend the refunds to the Applicant; and (iii) status of redressal of investor complaints in a format required by the Company and the LM;
- ooo) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant accounts / issue instructions for refund (for all amounts payable to Anchor Investors as the case may be), all within the timelines prescribed under the SEBI ICDR Regulations, or the circulars, regulations issued by the SEBI and the Offer Documents;
- ppp) To ensure timely deposit of the Equity Shares in the Share Escrow Account in accordance with the Share Escrow Agreement and to ensure that the transfer of the respective portions of Equity Shares being offered in the Offer for Sale by the Selling Shareholders to the successful Applicant is undertaken in a timely manner, in accordance with the Share Escrow Agreement;
- qqq) To coordinate with the Refund Banks for dispatch of refunds in relation to Application by Anchor Investors in case of failure of the Offer and also when the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- rrr) To initiate corporate action to Allot Equity Shares to the successful Applicant, including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Company;
- sss) To consolidate the list of subscriptions received through the Underwriters to the Offer and evaluating their performance and to prepare a statement of selling commission payable, if any, and to arrange for their dispatch;
- ttt) To capture data from the electronic Application data files for the purpose of payment of brokerage and preparation of schedule of brokerage/ processing fees payable to the Designated Intermediaries based on the terminal from which the Application has been uploaded/Application Number Ranges shared by LM. To provide detailed statements for payment of brokerage, including providing within a reasonable period after the Offer Closing Date, the commission and other processing fees payable to the Designated Intermediaries. The payment to the Designated Intermediaries shall be made in accordance with disclosure in the Offer Documents, subject to any applicable laws (including any circulars, guidelines or regulations issued by SEBI). The quantum of commission payable shall be determined on the basis of the applications which will be considered eligible for the purpose of Allotment. in accordance with the applicable law;
- uuu) To forward exception report to the Stock Exchange for dissemination to the Syndicate Members no later than one Working Day from the Bid/ Offer Closing Date;
- vvv) To prepare distribution schedule and analysis form (for purposes of Stock Exchange or the Company);



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www) Prepare the following registers and other data:

- i. Top 50/100 shareholders (for the Stock Exchange);
- ii. Allotment registers;
- iii. Register of members;
- iv. Index of members;
- v. Return of Allotment (for the Registrar of Companies);
- vi. Cross Reference Register; and
- vii. Postal journal for documents mailed.

xxx) Comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the LM;

yyy) Provide assistance to the Company, the Selling Shareholders and the LM in all other work incidental to or connected with processing of electronic Application, applications for issue/refund/ Allotment/investor services/listing permission/trading permission/connectivity with the Depositories.

8. In connection with the offer, the Registrar shall maintain accurately and with reasonable care, such records as are required to be maintained under applicable law, including the SEBI RTA Regulations and for minimum duration prescribed under applicable law, including, without limitation, the following records:

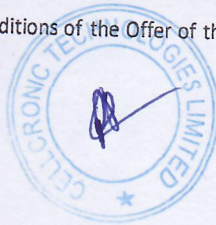
- (a) All Application Forms received from Applicant in relation to the Offer and final Application file received from the Stock Exchange and data received from the Escrow Collection Banks ASBA SCSB's/Sponsor Bank;
- (b) Data/information received from the SCSBs and the Sponsor Bank including but not limited to the bank schedule, final certificate and schedule relating to the blocked amount;
- (c) All the electronic records obtained, received, collected and/or held by it in relation to the Offer, including the records relating to Application received from all Designated Intermediaries, including Application taken from the online application system of the Stock Exchange and the Designated Intermediaries;
- (d) Demographic data of the Applicants obtained from the Depositories;
- (e) Basis of allocation and Allotment of Equity Shares to the successful Applicant, along with relevant annexures and details;
- (f) Records of investor communication, including withdrawal requests and communication for verifying DP ID details;
- (g) List of names of successful Applicant and unsuccessful Applicant of the Equity Shares;



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- (h) Particulars relating to the allocation/allotment of the Equity Shares against valid Application;
- (i) Particulars relating to the monies to be transferred to the Public Offer Account and refund made/unblocked to Applicants;
- (j) Particulars relating to all the rejected Application in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database;
- (k) Details of multiple electronic Application submitted (determined on the basis of common PAN) and rejected by the Registrar;
- (l) All Application Forms which are rejected and reasons thereof or withdrawn or unsuccessful along with the details of rejected/withdrawn/unsuccessful Application Forms;
- (m) Reconciliation between funds deposited in the Escrow Collection Banks or any of their correspondent banks and aggregate of amounts stated in Anchor Investor Form;
- (n) Reconciliation of the compiled data received from the Stock Exchange with the details of collection/blocked amount received from the SCSBs, and the Bankers to the Offer (including Sponsor Bank);
- (o) Refunds to be returned to the Anchor Investors in accordance with the terms of the Escrow and Sponsor Bank Agreement, the Offer Documents, the SEBI ICDR Regulations and the Companies Act;
- (p) Details of files in case of refunds to be sent by electronic mode such as NACH /NECS/ NEFT/ RTGS etc;
- (q) Records of correspondence in respect of investor complaints, grievances or queries;
- (r) Record of pre-printed Offer stationery like CAN, Allotment advice/ Allotment letters, refund warrants and duplicate refund warrants etc. showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- (s) Complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;
- (t) Records of returned mail showing details of contents of the letter details of refund order, date of dispatch, date of return and reasons for being returned;
- (u) Details of demand drafts issued, if any, as applicable;
- (v) Particulars relating to the requisite money to be transferred to the accounts of each of the Selling Shareholders against valid Application;
- (w) Terms and conditions of the Offer of the Equity Shares; and



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- (x) Such other records as may be specified by SEBI, the Company, the Selling Shareholders, the SCSBs, the Sponsor Bank and/or Designated Intermediaries or the LM for carrying on the activities as Registrar to the Offer.

Subject to the provisions of any law, including Regulations 14 and 15 of the RTA Regulations, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares, subject to any commercial agreement with the Company for storage of such records. The Registrar shall provide the Company, the Selling Shareholders or any of their assigns and the LM any report that is required by them using the information specified above in a timely manner.

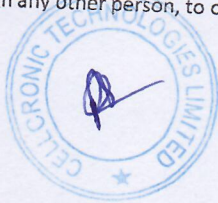
9. The Registrar shall not and shall assure that its officers, employees and agents shall not either before or after the termination of its appointment hereunder, divulge to any third party any confidential information about the Company or any of the Selling Shareholders or the demographic details given by/ of the Applicant or the Offer, which comes to its knowledge pursuant to its appointment hereunder as the Registrar to the Offer. The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions.
10. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to Bankers to the Offer and dispatch of instructions to SCSBs and the Sponsor Bank to unblock the bank accounts of the respective ASBA Applicant or release funds from the Escrow Account pursuant to approval of Basis of Allotment by the Designated Stock Exchange, and dispatch of refund orders to the Anchor Investors (if applicable) without delay, including providing the Escrow Banks with the details of the monies and any surplus amount to be refunded to the Applicants.
11. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs and Bankers to the Offer, including in relation to any refunds or unblocking of funds to be made, as the case may be, and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
12. The Registrar shall ensure that:
- Investors shall be sent first response within three Working Days after receipt of complaint;
 - the enquiries and/ or complaints from Applicants, including ASBA Applicants are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
 - in accordance with applicable law, ensure the timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Application (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn);
 - a uniform procedure is followed for processing all Application Forms;
 - the Registrar has a proper system to track, address and redress, investor complaint,



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- f. adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking/refund of application monies without delay and as per applicable law;
 - g. It shall provide status update at periodic intervals to the LM, the Company and the Selling Shareholders;
 - h. for the electronic Application which are rejected as invalid because of DP ID/Beneficiary Account ID or PAN particulars captured by the members of the Designated Intermediaries, capture the name, address as and when received and unblock the funds at the earliest;
 - i. the information furnished to the Designated intermediaries, in discharging their responsibility under the ASBA process is correct and valid;
 - j. it maintains an insider list in accordance with the directions of the Company; and
 - k. it shall provide status update at periodic intervals to the LM and the Company.
13. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
- a. creation of false market.
 - b. price rigging or manipulation; and
 - c. passing of unpublished price sensitive information to any third party, including without limitation, brokers, members of the Stock Exchange and other intermediaries in the securities market or take any other action which is not in the interest of the investors, Company and the Selling Shareholders.
14. The Registrar confirms that neither it nor its 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 procedure designed to promote and achieve compliance with such laws.
15. The Registrar further represents and warrants that:
- (a) neither it nor any of its directors, officers, or employees, or to the Registrar knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorisation or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer;
 - (b) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - (c) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transaction in their books and records, keeping such books and records available for audit for eight years following termination of this Agreement.
 - (d) it has not made, Offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any



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government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws;

- (e) it will immediately notify the Company and the Selling Shareholders if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph; and
 - (f) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction. With whom it was entered into for whom it was undertaken, or what was exchanged.
16. The Registrar confirms that neither it nor any of its directors, managers or employees, consultants or agents shall, either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.
17. Immediately on receiving instructions from the Company, and/or the Selling Shareholders and or the LM, in accordance with the Escrow and Sponsor Bank Agreement, the Registrar shall send instructions to all the SCSBs and the Sponsor Bank to unblock monies and/or dispatch all the refund orders, as applicable within the period specified in the Offer Document. If the Company and/or the Selling Shareholders in respect of the portion of the Equity Shares being offered, 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 initiate refund of the amount or to provide instructions to the SCSBs and the Sponsor Bank to unblock the bank accounts of the respective ASBA Applicant within the period stated in the Offer Documents on duly receiving the instruction to do so the Registrar shall be liable to indemnify the Company and the Selling Shareholders for the cost incurred by the Company and or the Selling Shareholders (if applicable) in paying the interest, compensation, damage, loss, as per the applicable law. If the Company, the Selling Shareholders and/or the LM are made liable to compensation/damages for, or for any loss in relation to, including but not limited to, delay in credit of Equity Shares to Applicants accounts, where such delay is attributable to 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 on the 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, the Selling Shareholders and/or the LM for such compensation/damage, loss etc. incurred by the Company, the Selling Shareholders and/or LM as the case may be.
18. The Company agrees that the Registrar will not hand over any Application Form or other documents/record pertaining to the Offer to any other person (except to the LM and relevant Stock Exchange) subject to the Registrar having provided prior notice of such disclosure to the Company and the Selling Shareholders, until the completion of dispatch of Allotment Advice, refund orders, credit of Equity



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Shares etc. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent or the Company and the Selling Shareholders. The Company and the Selling Shareholders agree that they will have access to the data/documents pertaining to the Offer 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 written consent of the Company and the Selling Shareholders, as the case may be.

19. The Registrar will handle the Assignment from its office at No. 1, Club House Road, Subramanian Building, Chennai 600002 which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Offer.
20. The Offer stationery including CAN, certificates, letters of Allotment and Allotment/Allocation advices shall be kept ready and handed over to the Registrar by the Company within one Working Day from the Offer Closing Date and the Company shall be responsible for any delay on this account. The Company will arrange to obtain prior approval for the Offer stationery from the Stock Exchange and Refund Bank.
21. In case of refunds through electronic means like NACH, direct credit, NECS, NEFT, or RTGS etc., the Registrar shall be solely responsible to pick up the relevant details from the Application Form or depository (ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Applicant (other than ASBA Applicants) in the Application Form will be used by the Registrar to ensure dispatch of refund orders.
22. The Company, on behalf of itself and the Selling Shareholders, 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 Offer. On closure of the Application 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 and the Selling Shareholders and agrees to return the excess funds to the Company in case the refunded amount on actuals is less than the estimated amount and the Company agrees that it shall make such onward payment to the Selling Shareholders, as applicable. Any amount provided by the Company in relation to the above on behalf of the Selling Shareholders, shall be reimbursed to the Company upon successful completion of the Offer. However, in the event that the Offer is withdrawn or not completed for any reason whatsoever, all such Offer related expenses, will be borne by the Company.
23. 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 Exchange. 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



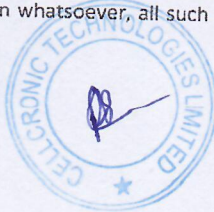
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process smoothly and speedily. The Company shall also extend necessary help to the Registrar on such matters.

24. 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 Designated Stock Exchange and the SEBI as applicable.
25. The Registrar will also initiate action to Allot Equity Shares to the Applicants after the approval of Allotment by the board of directors of the Company.
26. The Registrar shall act as a nodal agency for redressing complaints of Applicants, including providing guidance to Applicant regarding approaching the concerned SCSB, Sponsor Bank, Designated Intermediaries or the Syndicate. The Registrar shall extend all necessary support to the Company, the Selling Shareholders, the LM, the SCSBs, the Sponsor Bank, the concerned Designated Intermediaries and the Syndicate, as may be required for the smooth and speedy functioning of the ASBA process.
27. The Company agrees and acknowledges that the Registrar may request for Application Forms directly from the Syndicate, the SCSBs, the Sponsor Bank and the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.
28. The Registrar shall provide such information and data as required by the LM with intimation to the Company and the Selling Shareholders and provide certificates as may be reasonably requested by the LM, including at the stage of closure of the Offer, rejection of Application, etc.
29. The Registrar shall liaise with each of the Selling Shareholder; and the Company to ensure that the Equity Shares offered as part of Offer for Sale are transferred to a Share Escrow Account in accordance with the Share Escrow Agreement
30. The Registrar also undertakes to carry out its duties and obligations in accordance with the terms of the safety net agreement, if any, entered into with respect to the Offer
31. The Parties agree that the fees and charges payable to the Registrar for handling the Assignment, shall be as specified in Schedule II hereunder written, and after deducting all taxes, duties and levies as per applicable law. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company on behalf of the Selling Shareholders or directly by the Selling Shareholders, as the case may be, except for any out-of-pocket expenses. Any amount provided by the Company in relation to the above, on behalf of the Selling Shareholders, shall be reimbursed to the Company upon successful completion of the Offer. However, in the event that the Offer is withdrawn or not completed for any reason whatsoever, all such Offer related expenses will be borne by the Company.



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32. The Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement in the event the Company and /or the Selling Shareholders does not take a special contingency policy to cover risks arising out of fraud, forgery, errors of commission or omission etc.
33. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, then the Party so affected (the "Affected Party") shall upon giving notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference provided that it shall use its best endeavors to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 10 Working Days from the date on which the event of force majeure occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 10 Working Days' notice to the other Parties of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the work till termination of this Agreement. The Company and the Selling Shareholders (in respect of itself) may terminate this Agreement upon receipt of such a notice from the Registrar.
34. The Company and/or the Selling Shareholders shall be entitled to immediately terminate this Agreement upon notice in the event (i) the certificate of registration held by the Registrar is suspended/ cancelled or SEBI or any other regulatory authority or any court or tribunal debars or suspends or stops the Registrar from carrying on its activities; (ii) the Registrar is in any way prohibited or restrained, either by an order or direction of the SEBI any other regulatory authority or any court or tribunal or in any other manner, from carrying on its activities as a RTA. For the avoidance of doubt, if the Parties, in accordance with the Offer Agreement, decide not to proceed with the Offer at any time for any reason. This Agreement shall stand terminated immediately without the Registrar having any recourse to any compensation from the Company and/ or the Selling Shareholders and the Registrar would be paid only to the extent of services rendered by it until such termination.
35. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the LM, the Company and/ or the Selling Shareholders or any newly appointed registrar to the Offer towards taking over duties and responsibilities as the Registrar to the Offer. Should this Agreement be terminated, the Registrar shall be entitled to only such expenses as



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are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.

36. The Registrar shall redress complaints of the Applicants within seven days of receipt of the complaint during the term of this Agreement and, shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and until the complaints arising out of the Assignment are finally redressed. The Company shall extend necessary cooperation to the Registrar for complying with such provisions of the SEBI RTA Regulations. The Registrar shall provide a status report of redressal of investor complaints and grievances on a fortnightly basis to the Company and the Selling Shareholders and the LM in a mutually agreed format. Similar status reports should also be provided to the Company and the Selling Shareholders as and when required by the Company and the Selling Shareholders.
37. The Registrar's responsibility under the Agreement will be restricted to the duties of the Registrar as agreed co herein and as required under applicable laws including the SEBI RTA Regulations and the SEBI ICDR Regulations, and the Registrar will not be in any way construed to be an agent of the Company or the Selling Shareholders or in any other business of the Company or any of the Selling Shareholders in any manner whatsoever.
38. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/ error in the services rendered or any deficiency in service or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar, at its own cost, shall take all measures to immediately rectify such defaults or errors or failure to deliver any service contemplated by this Agreement within a period of two days from the receipt of a written notice of such breach from the Company and the Registrar shall be directly responsible and hereby indemnifies and keep indemnified and harmless the Company, the Selling Shareholders and the LM, their respective directors, officers, employees representatives, permitted assigns and successors and their respective agents and advisors, for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and the Selling Shareholders shall, severally and not jointly, be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults within a period of two calendar days of receipt written notice of such breach from the Company or the Selling Shareholders. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against it, then the Registrar shall within three Working Days upon being instructed by the Company and each of the LM or any of the Selling Shareholder transfer all the documents in its possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company and/or the Selling Shareholders and/or any of the LM.
39. The Registrar shall act with due diligence, care and skill while discharging the Assignment.



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40. The Registrar shall indemnify the Company, and keep indemnified, their directors, officers, employees and successors and their respective agents affiliates & advisors from and against all suits, claims, actions, losses and demands which may be made or commenced against the Company by any Applicant for or holder of the securities issued or other third party as a consequence of any act or omission of or any failure or deficiency on the pan of the Registrar or any of its officers ,employees or agents in performing the Assignment and services hereunder. Further, the Registrar shall be directly responsible lo and shall indemnify and keep indemnified the Company, their respective directors, officers, employees and agents for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services. The Registrar shall further indemnify and refund all costs incurred by the Company and its directors, officers, employees and successors in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/ or the stock exchanges and/or any other statutory or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by them in good faith, and where the Registrar has not acted negligently or committed an act of willful misconduct.
41. The Company will bear expenses for legal advice/action which may have to be taken for no lapse on the part of the Registrar but for any eventuality which may arise in connection with the Offer, in proportion to the number of Equity Shares Issued by them by way of Issue for sale in the Offer.
42. The Registrar may have to provide certain information regarding the Applicant ,as may be required under any legislation or regulation, regarding the applicants to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement, subject to provision of prior written notice to the Parties of any request for information received by the Registrar or any information proposed to be shared by the Registrar with Applicant.
43. Any notice, communication or documents lo be given to the Parties may be given by personal delivery, registered/ speed post, electronic mail, telex or by fax. The notice, communication or document shall be deemed to have been served upon 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/speed post on expiration of three Working Days after the notice etc., shall have been delivered to the post office for onward dispatch and if given by fax, electronic mail or telex upon transmission thereof. Provided however that any notice, etc given by telex or fax, shall be confirmed in writing.

All notices to the Parties shall be addressed as under



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TO THE COMPANY

Name : Ravinder Mandhan
Designation : Managing Director
Address : **Cellcronic Technologies Limited**
Shop No. 1, Opp. Newal Power House, Petrol Pump, S.S. Kunjura, Karnal
132023, Haryana, India
Tel. No. : +91 925 497 2951
E-Mail : info@cellcronic.com

TO THE REGISTRAR

Name : Ms. Sreepriya K
Designation : Executive vice President & Company Secretary
Address : **Cameo Corporate Services Limited**
Subramanian Building, No.1, Club House Road, Chennai - 600002,
Tamil Nadu, India
Tel No. : +91 44 - 2846 0425, 2846 0390
E-Mail : ipo@cameoindia.com

TO THE SELLING SHAREHOLDERS

Name : Ravinder Mandhan
Address : Village Dabkoli Kalan, Dabkauli Kalan (51), Karnal - 132054, Haryana, India.
Tel. No. : +91 96535 16580
E-Mail : ravinder@cellcronic.com

Name : Deepak Kumar
Address : Village Dabkoli Kalan, Dabkauli Kalan (51), Karnal - 132054, Haryana, India.
Tel. No. : 9813664000
E-Mail : deepak1366jaat@gmail.com

Any change in the above shall be intimated by the Party concerned to the other Party 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.

The Registrar shall bring to the notice of the Company of any communication between the LM and the Registrar pursuant to the Letter of Indemnity, in the event such communication is in connection with terms, conditions, rights, obligations and liabilities of the Parties under this Agreement.

44. 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.
45. 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



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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 Haryana, India.

46. Subject to Clause 39 above, any disputes arising in connection with this Agreement shall be subject to courts having jurisdiction in Haryana, India. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to conflict of laws rules.
47. 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.
48. 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.
49. 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.
50. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce any provision of this Agreement.
51. Unless terminated earlier in accordance with its terms, this Agreement shall be valid until the expiry of one year from the date of closing of the Offer, provided that clauses 4, 9, 10, 14, 15, 16, 41, 42, 43, 44, 45, 46 shall survive the termination of this Agreement. For avoidance of doubt, it is clarified that if the Agreement is prematurely terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination.
52. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.




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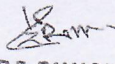


IN WITNESS THEREOF the parties have set their hands hereunto on the day and year hereinabove written.

This signature page forms an integral part of the Registrar Agreement entered into by and among Cameo Corporate Services Limited and Cellcronc Technologies Limited and the Promoter Selling Shareholders.

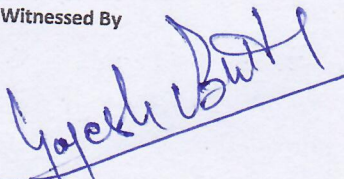
For & on behalf of
CELLCRONC TECHNOLOGIES LIMITED
For Cellcronc Technologies Ltd.

Managing Director

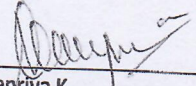
For & on behalf of
CAMEO CORPORATE SERVICES LIMITED
For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

Name: Ravinder Mandhan
Designation: Managing Director

Name: R.D. Ramasamy
Designation: Whole Time Director

Witnessed By


Witnessed By


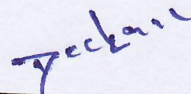
Name:
(Chief financial officer)

Sreepriya K
Executive Vice President & Company Secretary
Cameo Corporate Services Limited
Subramanian Building No.1, Club House Road,
Chennai - 600002, Tamil Nadu, India.

By the
PROMOTER SELLING SHAREHOLDER

By the
PROMOTER SELLING SHAREHOLDER



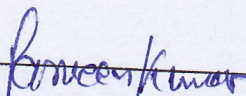


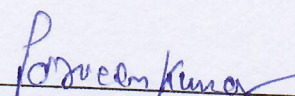
Ravinder Mandhan

Deepak Kumar

Witnessed By

Witnessed By

Name: 
Company Secretary

Name: 
Company Secretary

SCHEDULE I

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

Sl. No.	Activity	Party Responsible
I.	PRE-OFFER WORK	
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
II.	OFFER WORK	
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 Offer	
6.	On closure of the Offer, collecting Application files from the Stock Exchanges and validating the DP ID, Client ID and PAN with the Depositories' database and providing a file through the LM to the concerned syndicate member of the error Applications, which will be considered as invalid	Registrar
7.	Informing the Stock Exchanges/SEBI and providing necessary certificates to Lead Manager on closure of the Offer	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 Application file with certain fields like application number and amount or any other additional fields as maybe required by the SCSBs to all the SCSBs to facilitate validation of Application Forms for Application 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 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 Application downloaded from the Stock Exchange	Registrar
13.	Reject all forma 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 Application registered on the online IPO system of stock exchange with SCSB data	Registrar
15.	Matching with data/reconciliation with Bank Schedules and the final certificate	Registrar
16.	Collection of requests, if any for withdrawal of the Application Form and acting thereon received before finalization of the Basis of Allotment	Registrar
17.	Uploading of beneficiary account details to depositories	Registrar
18.	Matching with depository details	Registrar

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19.	Identify and reject Application with technical faults and multiple Application with reference to applicable law and procedure; prepare the list of technical rejection cases including rejected Applications based on mismatch between electronic Application details and Depositories' database	Registrar/ LM/ Company
20.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange	Registrar
21.	Keeping a proper record of applications and monies blocked from the Applicant and paid to the Company/SCSBs/Bankers to the Offer	Registrar
22.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	Company/ Registrar
23.	Preparation of fund transfer schedule based on the approved Basis of Allotment	Registrar
24.	Assisting the company in Instructing the Depository to carry on the lock-in for pre- Offer capital	Registrar
25.	Preparation of list of Allotted entitled to be allocated Equity Shares	Registrar
26.	Preparing a statement of Applications rejected, separately for Non-Institutional Application and Individual Applicant, along with reasons for rejection of the Application	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 Branches (CB) of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account with in the timelines specified in the ASBA process: (i) Number of shares to be allotted against each valid ASBA application (ii) Amount to be transferred from relevant bank account to the Company's Public Offer Account, for each valid ASBA (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account. (iv) Details of rejected ASBAs, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs to unblock the respective bank accounts.	Registrar
29.	Assisting in obtaining certificate from auditor's/practicing company secretary that the Allotment has been made as per the approved Basis of Allotment	Company/ Registrar
30.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by the Designated Stock Exchange for applicable categories	Registrar
31.	Preparation of allotment register-cum-return statement, index register	Registrar
32.	Credit too respective demat accounts in the time specified in the Draft Prospectus DRHP, the RHP and the Prospectus and as prescribed by SEBI	Registrar
33.	Preparation of list of Registered Brokers, SCSBs, SEBI registered RTAs and DPs authorized to accept and Application as per information provided on the websites of the Stock Exchange, to which brokerage is to be paid including brokerage for Application through the E-IPO mechanism	Registrar
34.	Printing of distribution schedule for submission to the Stock Exchange where listing is being done.	Registrar
35.	Overprinting of Allotment Advice	Registrar



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36.	Mailing of documents by registered post wherever required	Registrar
37.	Binding of application forms, application schedule and computer outputs	Registrar
38.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value	Company
39.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and applicable law	Registrar
40.	To ensure that Equity Shares are Allotted only to permitted categories of investors	Registrar
41.	To ensure that Equity Shares are Allotted to persons and entities in accordance with the provisions of the Draft Prospectus DRHP, the RHP and the Prospectus	Registrar/ Company
42.	To ensure settlement of all investor complaints	Registrar/ Company
43.	Publishing the Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Offer opening/closing advertisements have appeared earlier	Registrar/ Company
44.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the LM	Registrar
45.	Providing information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FIIs, non-residents etc.	Registrar
46.	Finalizing various post- Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/LM	Registrar
47.	Establishing proper grievance redressal mechanism during the Offer period and after the closure of the Offer, as per the Offer Documents	Registrar/ Company
48.	Calculation of commission payable to the Registered Brokers, SCSBs, SEBI registered RTAs and DPs authorized to accept Application as per information provided on the websites of the Stock Exchanges and providing details of such commission to the Company and the LM	Registrar

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SCHEDULE II

Fees Payable to the Registrar

The following is our fee structure for all the activities in a Fixed Price Offer proposal:

I. Application Processing and Printing Charges

Sl. No.	Particulars	Rates
1.	Processing fee	Re. 1.00 /- per application
2.	ASBA Application & UPI Application Data vs FC	
3.	Validating Data pertaining to Depository option	
4.	Over printing of CAN's / Refund Orders	
5.	Preparation of Basis of allotment	
6.	Preparation of refund / unblocking data	
7.	Hosting Investor allotment & non-allotment information on our website	
Irrespective of number of applications, the minimum fee Payable for the above activities is Rs. 50,000/- + GST		

II. Other Charges

Sl. No.	Particulars	Rates
1.	Fee for follow up and for collection of applications from Escrow bank branches and SCSB controlling branches	Rs.250/- per branch per day
2.	Preparation of basis of allotment	Rs. 5000/-
3.	Preparation of Listing related reports	NIL
4.	Email Charges	50 paise per Email
5.	SMS charges	50 paise per SMS
6.	Handling and servicing of post Offer investors queries either in person, on phone, written communication by email, fax etc. at H.O and from all our Investor Relation offices for a period of 2 months from the closure of Offer. Host investor Allotment / Non allotment information on our website for 6 months.	NIL

III. OUT OF POCKET CLAUSE / OTHER TERMS AND CONDITIONS

1. All stationery items (including continuous and non-continuous stationery) Envelopes, Postage, Batch Control Cards, Query Cards, Binding charges and cost of collection of applications will be charged at actuals. Supporting bills will be provided wherever possible.



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2. All out of Pocket Expenses in connection with travelling including local conveyance, telephones/courier service charges and other incidentals shall be reimbursed at actuals. Supporting bills will be provided, wherever possible.
3. Our charges towards collection of applications will have to be settled soon after the services are rendered to you on receipt of our debit notes. It will take some time for us to receive from our agents the expenses incurred by them towards telephone, courier, local conveyance etc. These expenses will be debited to you soon after receipt of advice from the agent and the amount should be settled within a period of 7 days from the receipt of our debit notes.
4. The Company shall supply all computer pre-printed stationery and envelopes etc., However, if the company so desire, Registrar can arrange for these supplies on your behalf at actual. All continuous stationery used for the Offer work will be charged at actual. All postage expenses shall be paid in advance at estimated value.
5. Mailing / labour charges would be 35 paise per article and labour charges would be 30 paise per article.
6. It is in the interest of the Company to take appropriate Insurance cover for all the Share Certificates, dividend warrants/ refund orders if any from time to time, as it is taken delivery from various agents till it is received by the Investors.
7. As per the latest SEBI Guidelines our Company will handle the queries from the investors for a period of 6 months from the date of completion of dispatch.
8. CAMEO should neither be held responsible nor liable for failure of providing services specified in the quotation arising due to Force Majeure Conditions such as acts of God, which are beyond our control.
9. CAMEO undertakes to keep confidential the records, files, documents and other information that is / are made available during the course of their assignment, except as required to be disclosed to SEBI or other Government Agencies.
10. GST will be charged in addition.
11. The Annual Fee/charges, Corporate Action fee, bendem fee, etc., if any, to be levied by NSDL or CDSL in connection with the Depository Services will be directly paid by the company to the depositories.

TERMS OF PAYMENT

- I. An amount of Rs. 25,000/- to be paid as advance immediately after execution of this agreement.
- II. The balance fee will be paid immediately after dispatch of Refund Orders / CAN.
- III. The Debit Notes raised towards reimbursement of expenses should be cleared within a week's time.



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SCHEDULE III

Certificate of Registration of the Registrar

भारतीय प्रतिष्ठान और विनियम बोर्ड
SECURITIES AND EXCHANGE BOARD OF INDIA

INFORMER के नाम पर
CERTIFICATE OF REGISTRATION / प्रमाणपत्र

CAMEO CORPORATE SERVICES LIMITED
"SUBRAMANIAN BUILDING"
NO 1 CLUB HOUSE ROAD
CHENNAI 600 002

INR000003750

This certificate of registration shall be valid for permanent, unless suspended or
revoked by the Board.

MUMBAI
JANUARY 13, 2012
K. SARAVANAN

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