CHALLAN

MTR Form Number-6

GRN	MH013083373202627P	BARCODE		Date	30/10/2026-17:29:56	Form ID	

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Non-Judicial Franking Vendor Non-Judicial Franking Vendor	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	AACXXXXXXE
Office Name	GENERAL STAMP OFFICE MUMBAI	**Full Name**	CAMLIN FINE SCIENCES LTD
Location	MUMBAI		
Year	2026-2027 One Time	**Flat/Block No. Premises/Building**	2nd Floor G S Point
Account Head Details	**Amount In Rs.**	**Road/Street**	CST Road Kalina Santacruz
0030045501 Purchase of Franking Code	600.00	**Area/Locality**	MUMBAI
		Town/City/District	
		PIN	400098
		Remarks (If Any)	REGISTRAR AGREEMENT BETWEEN CFSL AND MUFG INTIME INDIA PRIVATE LIMITED
Total	600.00	**Amount In Words**	Six Hundred Rupees Only

Payment Details	IDBI-BILL DESK PAYMENT GATEWAY	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	69106562026103001032	EHMP5FD212I7IY
Cheque/DD No.		Bank Date	RBI Date	30/10/2026-17:30:39	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI-BILL DESK PAYMENT GATEWAY	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : XXXXXX8349

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागु आहे . इतर कारणांसाठी किंवा नोदंणी न करावयाच्या दस्तासाठी लागु नाही .

CAMLIN FINE SCIENCES LIMITED MUMBAI

Print Date 30-10-2026 05:30:56

Private & Confidential

REGISTRAR AGREEMENT

DATED NOVEMBER 3, 2026

BETWEEN

CAMLIN FINE SCIENCES LIMITED

AND

MUFG INTIME INDIA PRIVATE LIMITED
(formerly, Link Intime India Private Limited)





Private & Confidential
(Draft)

AGREEMENT BETWEEN THE REGISTRAR TO AN ISSUE AND THE COMPANY

This **REGISTRAR AGREEMENT** (this "**Agreement**") is executed on **November 3, 2026** ("**Execution Date**"), at **Mumbai** by and between:

1. **CAMLIN FINE SCIENCES LIMITED,** a company incorporated under the Companies Act, 1956 and deemed to be a company within the meaning of Companies Act, 2013, having its corporate identification number ("**CIN**") L74100MH1993PLC075361 and having its registered office at Floor 2 to 5, Building "in G. S. Point", Plot No. VIII, Private Layout Scheme, Opp. University Campus, C.S.T. Road, Kalina, Santacruz (East), Mumbai, Maharashtra, 400098, India (hereinafter referred to as the "**Issuer**" or the "**Company**" which expressions shall, unless it be repugnant to the context or meaning deem to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

2. **MUFG INTIME INDIA PRIVATE LIMITED** (*formerly, Link intime India Private Limited*), a **company** incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with its registered office at C-101, 1st Floor, Embassy 247, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai, Maharashtra, India, 400083 with CIN U67190MH1999PTC118368 (hereinafter referred to as "**Registrar**", which expression shall, unless it be repugnant to the context or meaning, deem to mean and include its successors and permitted assigns) of the **SECOND PART**;].

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

WHEREAS

A. The Company is proposing to undertake an issue of its fully paid equity shares having face value of Re. 1 (the "**Rights Equity Shares**") under Chapter III of the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**"), Section 62(1)(a) and other applicable provisions of the Companies Act, 2013, as amended ("**Companies Act**") through rights issue and for such an amount (such offering, the "**Issue**"), as determined and approved by the board of directors of the Company (the "**Board**") (which term shall imply a committee constituted by the board in this regard viz. "**Rights Issue Committee**") to holders of the Equity Shares as of the Record Date determined by the Company ("**Eligible Equity Shareholders**") and/or the specific investor(s).

B. The Board has, pursuant to the resolution passed at its meeting held on November 03, 2026, which is within the borrowing limits stipulated under its corporate authorizations including its board and shareholders resolution, provisions of the Companies Act (*as defined below*) read with the rules enacted thereto and in accordance with the SEBI ICDR Regulations, the SEBI LODR Regulations (*as defined below*), relevant rules, the rules and regulations formulated by SEBI (*as defined below*) and BSE Limited ("**BSE**") and / or the National Stock Exchange of India Limited ("**NSE**"), together with BSE, (the "**Stock Exchanges**") and subject to compliance with any other law, regulations, rules and directions issued by Government of India or any other regulatory authority in that regard, resolved to allot the Rights Equity Shares through rights issue in terms of the draft letter of offer (hereinafter called "**Draft Letter of Offer**") to be filed with the Stock Exchanges where the Rights Equity Shares are proposed to be listed for the purpose of receiving public comments, and the letter of offer (hereinafter called "**Letter of Offer**"), which the Company intends to file with the Registrar of Companies, Maharashtra at Mumbai (hereinafter called "**RoC**") and Stock Exchanges for record purposes, setting out the principal terms under which the Rights Equity Shares are proposed to be issued. The Draft Letter of Offer and the Letter of Offer are hereinafter collectively referred to as the "**Issue Document(s)**".

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C. In terms of Regulation 69(7) of the SEBI ICDR Regulations, the Company is required to appoint a registrar to the Issue who is registered with SEBI and has connectivity with all depositories in connection with the Issue.

D. The Company has approached the Registrar to act as the registrar to the Issue in accordance with the terms and conditions detailed in this Agreement and in the manner as required under the various rules, regulations and notifications, as applicable and notified by SEBI as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (the "**SEBI Act**") (the activities, duties and responsibilities pertaining to the Registrar are hereinafter collectively referred to as the "**Assignment**").

E. 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, as amended ("**SEBI RTA Regulations**") and its registration is currently valid and subsisting with the registration no. INR000004058 and valid from December 5, 2024, to act as a registrar to the offer and includes all responsibilities required to be discharged by the registrar to the offer, in the manner as required under the various rules and regulations as applicable, passed by the SEBI, including the SEBI RTA Regulations and the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents (bearing reference no. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91, dated June 23, 2025 (including to the extent it pertains to the UPI Mechanism) (the "**SEBI RTA Master Circular**"), and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement.

F. The Registrar, in terms of Regulation 9A (1)(b) of the RTA Regulations, is required to enter into a valid and legally binding agreement with the Company *inter alia* to define the allocation of duties and responsibilities between the Registrar and the Company and in pursuance of the same, the Registrar and the Company have entered into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual representations, warranties, assurances and provisions set forth hereinafter, the Parties do hereby agree as follows:

DEFINITIONS AND INTERPRETATIONS

In this Agreement (including the recitals above), unless the context otherwise requires, the following words and expressions shall mean the following:

"**Agreement**" or "**Registrar Agreement**" shall mean this registrar agreement dated November 3, 2026 entered into between the Company and the Registrar.

"**Applicant**" or "**Investor**" shall mean Eligible Equity Shareholder(s) and/or Renouncee(s) and/ or specific investor(s) who are entitled to make an application for the Rights Equity Shares pursuant to the Issue in terms of the Letter of Offer, including an ASBA Investor.

"**Application**" shall mean application made through submission of the Application Form or plain paper application to the Designated Branch(es) of the SCSBs or online/ electronic application through the website of the SCSBs (if made available by such SCSBs) under the ASBA process, to subscribe to the Rights Equity Shares at the Issue Price.

"**Application Form**" shall mean unless the context otherwise requires, an application form used by an Applicant to make an application for the Allotment of Rights Equity Shares in the Issue.

"**Assignment**" shall have the meaning ascribed to it in Recital D of this Agreement.

"**ASBA**" or "**Application Supported by Blocked Amount**" shall mean an Application (whether physical or electronic) used by Applicant(s) to make an application authorising the SCSB to block the Application Money in a specified bank account maintained with the SCSB.

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CAMLIN FINE SCIENCES LIMITED MUMBAI	MUFG Intime India Private Limited Mumbai

"**ASBA Investor**" shall mean Eligible Equity Shareholder(s) who make an application to subscribe to the Issue through ASBA process and who (i) hold Equity Shares in dematerialised form as on the Record Date; (ii) have not renounced their Rights Entitlements in full or in part; and (iii) are not Renouncees.

"**Basis of Allotment**" shall mean the basis on which the Rights Equity Shares will be Allotted to successful applicants in consultation with the Designated Stock Exchange in the Issue.

"**Board of Directors**" shall mean the board of directors of the Company or a duly constituted committee thereof, viz. Rights Issue Committee.

"**BSE**" shall have the meaning ascribed to it in Recital B of this Agreement.

"**CDSL**" shall mean the Central Depository Services (India) Limited.

"**Confidential Information**" shall mean any and all non-public information disclosed by the Company to the Registrar in any form or manner, verbal or written or electronical or by any other media or perceived by the Registrar by any means or otherwise, including but not limited to, the Company's technical or business information, non-public financial statements, unpublished price sensitive information, business activities, products, software, hardware, intellectual properties. It shall also include information regarding the execution and existence of this Agreement and the terms hereof and any information concerning the Agreement, whether furnished before or after the date of this Agreement, whether written or oral, together with materials, models, data, documentation, processes, procedures, sales and marketing techniques, and development plans, business models and business forecasts, information related to customer, vendors, employees, pricing policies, advertising strategies, analyses, compilations, studies, report, opinions or other documents, prepared internally or by any agent or adviser, including, without limitation, attorney, accountant, consultant, banker, financial adviser and any representative of the Company, that contain or otherwise reflect any information relating to the Agreement and personally identifiable information of any natural person. For abundant clarification, Confidential Information shall include any and all information whether written, electronic or verbal, which is not generally known to the public, and which has or could have commercial value to the Company's business. It includes not only information disclosed by the Company during the discussions, negotiations but also information developed or learned by the Registrar during the course of the purpose, whether or not indicated as confidential by the Company. It will not include any information which is disclosed in the Letter of Offer.

"**DP**" shall mean depository participant as defined under the Depositories Act, 1996.

"**DP ID**" shall mean depository participant identity.

"Draft Letter of Offer" or **"DLOF"** shall mean the draft letter of offer issued by the Company in connection with Issue in accordance with the SEBI ICDR Regulations, including any addenda or corrigenda as may be issued thereto, and filed with the Stock Exchanges

"**Equity Shares**" shall mean the equity shares of face value Rs.10 each of the Company.

"Eligible Equity Shareholder(s)" shall mean the equity shareholder(s) of the Company that is a shareholder on the Record Date, in accordance with the terms of the Letter of Offer.

"Issue Documents" shall mean the Draft Letter of Offer, the Letter of Offer, the Rights Entitlement Letter, the Application Form and any other material relating to the Issue, together with all amendments, corrigendum, corrections, supplements or notices to investors, for use in connection with the Issue and in accordance with Applicable Law.

"Letter of Offer" shall mean the letter of offer to be sent to the Eligible Equity Shareholders of the Company and/ or the specific investor(s) with respect to the Issue in accordance with the provisions of the SEBI ICDR Regulations and the Companies Act.

"**NSDL**" shall mean the National Securities Depository Limited.

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"NSE" shall mean the National Stock Exchange of India Limited.

"**OCB**" shall mean a company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date had taken benefits under the general permission granted to OCBs under FEMA.

"**Promoters**" shall mean promoters of the Company, being, Ashish Subhash Dandekar, Anagha Subhash Dandekar, Camart Finance Private Limited, Vibha Agencies Private Limited, Cafco Consultants Private Limited, MK Falcon Agro Tech Private Limited, Infinity Holdings, Infinity Direct Holdings, Infinity Direct Capital, Infinity Portfolio Holdings And Anfima NV.

"**Promoter Group**" shall mean the promoter group of the Company as determined in terms of Regulation 2(1)(pp) of the SEBI ICDR Regulations;

"**Rights Entitlements**" shall mean the number of Rights Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by the Eligible Equity Shareholder on the Record Date.

"**SCSB**" shall mean a self-certified syndicate bank registered with SEBI, which acts as a banker to the Issue and which offers the facility of ASBA. A list of all SCSBs is available at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34.

"**SEBI**" shall mean Securities and Exchange Board of India.

INTERPRETATION

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;

(c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;

(d) references to the word "include" or "including" shall be construed without limitation;

(e) references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;

(f) references to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;

(g) a reference to an article, clause, section, paragraph or annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or annexure of this Agreement;

(h) unless otherwise defined, reference to the word 'days' shall mean calendar days;

(i) reference to any legislation, act or regulation shall be to such legislation, act or regulation, as amended from time to time;

(j) in case of any inconsistency between the definition of any term as set out in this Agreement and the SEBI ICDR Regulations and the Letter of Offer, as applicable, the definition provided under the SEBI ICDR Regulations and the Letter of Offer shall prevail;

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(k) All capitalized terms not specifically defined herein shall have the same meanings assigned to such terms in the Issue Documents, as applicable, in relation to the Issue, including any amendments, addendums or corrigenda issued thereto, to be filed with the Stock Exchanges or any other regulatory authorities, as may be applicable, in relation to the Issue; and

(l) any instructions, approval or consent sought or information to be shared under this Agreement shall be in writing.

REGISTRAR TO THE ISSUE

The Company hereby appoints MUFG Intime India Private Limited (formerly, Link intime India Private Limited) as the Registrar, and the Registrar accepts such appointment by accepting the terms and conditions stipulated under this Agreement.

1. The Registrar hereby undertakes to perform and fulfil such functions, duties and obligations and to provide such services as are mentioned 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 as per applicable laws (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI and bye-laws of the Stock Exchanges and the applicable provisions of the Companies Act, 2013 and the SEBI ICDR Regulations) (the "**Applicable Laws**"), in respect of the Issue. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner in compliance with applicable law, and such functions, duties, obligations and services as required under the terms of this Agreement.

2. Each Party hereby represents, warrants, undertakes and covenants to the other that:

   (a) this Agreement constitutes a valid, legal and binding obligation on its part and is enforceable against it in accordance with the terms hereof; and

   (b) the execution, delivery and performance of this Agreement has been duly authorised (by the concerned board of directors of the Parties or by such other person/s empowered to so authorise) and do not and will not contravene any provisions of, or constitute a default under (a) any law, regulation, judgement, decree or order of any governmental authority, (b) its constitutional or organisational documents, or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it or any of its assets.

3. The Registrar represents, warrants, declares and undertakes that:

   a) It is duly incorporated and validly exists under applicable laws and has obtained a certificate of permanent registration dated July 15, 2014, bearing registration no. INR000004058 from SEBI (as enclosed in **Schedule I** (*SEBI Registration Certificate of the Registrar*)) as per the provisions of Regulation 8A of RTA Regulations. The Registrar shall ensure that the certificate shall remain in force, including by taking prompt steps for renewal or re-application if it is cancelled earlier, at all times till the completion of the Assignment and the Registrar shall keep the Company informed on an immediate basis if due to any reason, 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, statutory, governmental, administrative, quasi-judicial, or judicial authority;

   b) It has a clean track record and no penalty has been imposed on it by SEBI or on any of its directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns now or in the past, except in the case of an adjudication order issued by SEBI bearing no. Order/BM/JR/2022-23/ 23296 – 23297 dated January 31, 2023 in the matter of complaint by Pushpaben Rasiklal Patel, Adjudication Order No. Order/AN/SM/2024-25/31090 dated December 30, 2024 passed by the Adjudicating Officer in

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CAMLIN FINE SCIENCES LIMITED MUMBAI	MUFG Intime India Private Limited Mumbai

the matter of Link Intime India Private Limited levying a monetary penalty amount of ₹ 1 (One) Lakh, which penalty amount was paid on January 10, 2025 and Adjudication Order No. Order/NH/YK/2024-25/31191 dated February 11, 2025 passed by the Adjudicating Officer in respect of Link Intime India Private Limited (Noticee) in the matter of TSR Consultants Private Limited levying a monetary penalty amount of ₹ 1 (One) Lakh, which penalty amount was paid on February 20, 2025 . It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI or any other statutory, judicial, quasi-judicial, governmental, administrative and/or regulatory authority or court/tribunal and that it is not prohibited, debarred or suspended from carrying on its activities as Registrar to the Issue by SEBI or any other regulatory authority, including the activities in relation to the Assignment. No orders have been passed restricting the Registrar from carrying out the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company of such orders and cooperate to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Issue as per the mandated regulatory timelines (at no extra cost) including but not limited to transfer of the Issue related data and files to such replacement registrar as specified by the Company. In the event, the Company, its affiliates, advisors, its successors and its directors, officers, employees and agents (collectively, along with the Company, the "**Company Indemnified Parties**"), incur any loss due to such inability of the Registrar to carry on the Assignments, the Registrar shall indemnify the Company Indemnified Parties, severally and jointly, as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity (as enclosed in **Schedule III** *(Letter of Indemnity)*);

c) It shall perform the Assignment and its duties with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with the Company, investors etc. and shall abide by the code of conduct as specified in schedule III of the SEBI RTA Regulations and complete all the formalities accurately, diligently and within the specified time limits as per applicable law, including, without limitation, all other applicable rules, regulations, guidelines, circulars, directions and notifications 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 ("**Listing Regulations**") and any other applicable rules, regulations and bye-laws of the Stock Exchanges. The Registrar will not take up any activities which are likely to be in conflict with its own interests, interests of the Company and investors or contrary to the directions issued by SEBI or other applicable laws;

d) The Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has made its best efforts and has not acted negligently or committed an act of wilful misconduct.

e) It has the required infrastructure, facilities, qualified personnel, capacity, capability, 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 team of personnel handling post-Issue correspondence;

f) It shall deploy the persons/officers who are well versed with the process involved in respect of the Assignment and having necessary expertise and skills for the purposes of rendering services and it shall duly comply with all the statutory requirements of the applicable laws, rules and regulations including but not limited to regulations and rules framed by SEBI and the Stock Exchanges and for redressal of Investor grievances. 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 it. The Registrar shall also immediately notify the Company in writing of any delays, anticipated delays, errors or omissions committed while completing any of the formalities in connection with the performance of the Assignment and other services indicated herein, which could not be prevented and/or any corrective action taken thereto, and shall indemnify the Company Indemnified Parties for any losses caused due to

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such error or delays, if such error or delays are caused solely by the acts/actions of the Registrar. The address of communication shall be the same as mentioned in **Clause 33**;

g) There are no conflicts of interest and duties in the performance of its duties as the Registrar, and it shall immediately make adequate disclosures in writing to the Company of any existing and/or potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased services;

h) It is not an associate and shall not be deemed to be an associate of the Company for the purposes of the SEBI RTA Regulations;

i) It is a 'fit and proper person' as per the SEBI (Intermediaries) Regulations, 2008, as amended from time to time;

j) It shall keep and maintain the books of account and documents specified in Regulations 14 and 15 of the RTA Regulations, for a period of eight years from the date of listing and commencement of trading of the Rights Equity Shares pursuant to the Issue or such longer period as may be required under applicable law. Any and all records/documents referred to and forming part of the SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 07, 2024 ("**Master Circular**"), shall be preserved and maintained by the Registrar for period not less than eight years after completion of the Issue on behalf of the Company or such later period as may be prescribed under Applicable Laws;

k) It shall cooperate and carry out the Assignment and complete all the formalities accurately, diligently and within the specified time limits as per applicable law, including, without limitation, the SEBI ICDR Regulations, the rules, regulations and bye-laws of the Stock Exchanges, the, rules the guidelines, regulations, directions, notifications and circulars issued by SEBI from time to time and the Listing Regulations;

l) It has formulated and implemented a comprehensive policy framework, approved by its board of directors and it is compliant with the Master Circular and has implemented all systems and policies as required;

m) It shall cooperate and comply with any instructions that the Company may provide in respect of the Issue, provided that such instructions are not in violation of any applicable rules and regulations;

n) It shall be fully responsible for system failure, breakdown, fault or non-operationalisation in the manner required under applicable laws. Without prejudice to the generality of the foregoing, the Registrar shall be solely responsible and liable for the acts or omissions of or any failure, negligence, deficiency or errors in relation to the Application Forms and the payment gateway service provider engaged by the Registrar;

o) It is not subject to and is not likely to be subject of any litigation that may prevent it, or injunction or order of, any court or regulatory, statutory, judicial, quasi-judicial and/or administrative 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 offering including the Issue. It shall immediately notify the Company in writing of any such litigation or injunction or order of any court of regulatory authority;

p) There are no show-cause notices received by it or any pending investigation or inquiries against it, the outcome of which may affect the Registrar's ability to perform the Assignment and/or its duties under this Agreement;

q) It shall keep the Company fully informed about the progress with regard to any legal action initiated against it and/or any of its group entity by any regulator or any government authority

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from time to time. It shall also immediately inform the Company in writing in case of any change in its constitution or status;

r) It has duly appointed an officer who shall be responsible for monitoring the compliance with the acts, rules and regulations, notifications, guidelines, instructions, etc. issued by SEBI or the Central Government and for redressal of investor grievances;

s) It shall comply with the legislation and regulations relating to the protection of personal data and processing, storage, usage, collection and/or application of personal data or privacy of an individual including (without limitation) the Information Technology Act, 2000, as amended, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any other applicable rules framed thereunder;

t) It shall ensure that demographic details provided by the Investors or obtained in relation to the Investors shall not be used by it for any purpose other than in relation to the Issue;

u) This Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with its terms. The execution, delivery and performance of this Agreement and the Assignments by the Registrar does not violate, or constitute a breach of its constitutional documents, any law, regulation, order of any court or tribunal or any agreement, deed or undertaking entered into by the Registrar.

v) The Registrar hereby consents to the inclusion of its name including its logo and contact information as the Registrar in all such documents as are required for the Issue including the Issue related material. Further, the Registrar will do all such activities as may be incidental to discharge its obligations under this Agreement at no additional cost to the Company.

The Company hereby declares that it has complied with and agrees to comply with all statutory formalities under the Companies Act, 2013, SEBI ICDR Regulations and other applicable laws in relation to the Issue. The Company also agrees that it will coordinate with the Registrar and will not give any instructions in violation of any applicable legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory/regulatory authority. If the Registrar receives any instructions by the Company under this Agreement which are not in conformity with the Applicable Laws, the Registrar shall immediately notify the Company, in writing about such instructions pursuant to which Company will be free to withdraw/ modify such instructions, if required.

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 this Agreement and **Schedule II** hereunder, which is indicative and not exhaustive and conforms to 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 on between the Parties.

4. Without prejudice to the above and as also described in Schedule II, the duties of the Registrar in the Assignment will include, without limitation, the following activities:

a) Coordinating with NSDL and CDSL for various Issue related activities, as maybe required;

b) Preparing and providing the list of shareholders of the Company as on the Record Date to the Company within one calendar day of the Record Date with complete details of the Eligible Equity Shareholders including but not limited to:

(i) Client ID;
(ii) DP ID;
(iii) Folio number (in case of Equity Shares held by Shareholders in physical format);
(iv) Demat account details;

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(v) Name of the shareholder (including joint holding, if any);
(vi) Shareholder category (Individual / Corporate / FPI / NRI / OCB etc.);
(vii) Shareholding as on Record Date;
(viii) Rights Entitlement;
(ix) Address of the Eligible Equity Shareholder (including secondary address, where such shareholder is situated outside of India); and
(x) Company details of the Eligible Equity Shareholder registered with the DP.

All details as mentioned above shall also be provided separately for the Promoter/Promoter Group entities enumerated in the Letter of Offer as on the Record Date within one calendar day of the Record Date. Further, for non-resident shareholders, the Registrar shall provide the Company with all details specified in (i) to (x) above separately and within two calendar days of the Record Date.

c) Calculation of Rights Entitlements and fractional entitlement for each shareholder of the Company as on the Record Date;

d) Providing inputs for finalizing the Escrow Collection Bank(s) and assisting the Company on finalization of collection centres of the Escrow Collection Bank(s);

e) Reviewing the terms of the Issue procedure related sections in the Issue Documents and providing inputs on the same;

f) Drafting of Rights Entitlement Letter and dispatch of the same to Eligible Equity Shareholders along with Application Form and Letter of Offer and coordinating printing of the same, if required;

g) Verifying demat account details provided by the Eligible Equity Shareholders holding Equity Shares in physical form through PAN, client master sheet, etc.;

h) Assisting the Company in obtaining a separate ISIN for Rights Entitlement, crediting the Rights Entitlement to the demat accounts of the Eligible Equity Shareholders (with respect to the Equity Shares held by such Eligible Equity Shareholder in dematerialised form) well in advance of the Issue Opening Date, against the Equity Shares held by them as on the Record Date in terms of the SEBI Listing Regulations and other Applicable Laws. The Registrar shall ensure that the ISIN of Rights Entitlement shall be kept frozen (for debit) in the depository system till the Issue Opening Date;

i) Coordinating with the concerned depository and ensuring that the number of Rights Entitlements / Rights Equity Shares Allotted to each category of Applicants is correct in all respects and taking necessary steps as prescribed by the depositories for cancellation/extinguishment of ISIN of Right Entitlements, if required at the appropriate time;

j) Prior to the Issue Opening Date, crediting the Rights Entitlements to (i) the demat accounts of the Eligible Equity Shareholders holding the Equity Shares in dematerialised form; and (ii) the demat suspense escrow account opened by the Company, for the Eligible Shareholders which would comprise Rights Entitlements relating to (a) Equity Shares held in a demat suspense account pursuant to Regulation 39 of the SEBI Listing Regulations; or (b) Equity Shares held in the account of IEPF authority; or (c) the demat accounts of the Eligible Shareholder which are frozen or details of which are unavailable with the Company or with the Registrar on the Record Date; or (d) Equity Shares held by Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date where details of demat accounts are not provided by Eligible Shareholders to the Company or Registrar; or (e) credit of the Rights Entitlements returned/reversed/failed; or (f) the ownership of the Equity Shares currently under dispute, including any court proceedings, and an intimation should be sent to such Eligible Shareholder by the Registrar;

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k) Carrying out due procedures in relation to processing of multiple Applications as provided in the Issue Documents;

l) Crediting, their Rights Entitlement to the demat account provided by the Eligible Equity Shareholders holding Equity Shares in physical mode, as soon as practicable and in compliance with the applicable laws;

m) Hosting of the Application Form on its website along with the details with respect to Rights Entitlements and in such a manner that the Investors should be able to check their respective entitlements on such website, by keying their details, after adequate security controls to ensure that Investors' information is made available only to the particular Investor;

n) Assisting in various corporate actions as well as trading applications as may be required including credit of Rights Entitlements before the Issue Opening Date, credit of Rights Equity Shares to be issued pursuant to the Issue and coordinating with the Stock Exchanges to get renunciation data;

o) Assisting (including verification) the Company, as the case may be, in (a) preparation of frequently asked questions, (b) providing an online dedicated Investor helpdesk for guidance on the Application process and resolution of difficulties faced by the Investors including replying to Investor queries on the process, (c) updation of Indian address/ email address/ mobile number of Eligible Equity Shareholders of the Company, (d) updation of demat account details by Eligible Equity Shareholders holding shares in physical form, (e) submission of self-attested PAN, client master sheet and demat account details by non-resident Eligible Equity Shareholders;

p) Coordinating with the Depositories to suspend the ISIN of Rights Entitlement for transfers, from Issue Closing Date;

q) The Registrar shall ensure that the Rights Entitlement against which Applications are not received, shall be lapsed after closure of the Issue;

r) Ensuring that once Allotment is completed, the ISIN for Rights Entitlement shall be permanently deactivated in the depository system by the Depositories;

s) Opening appropriate demat escrow suspense accounts and ensuring same is done before the Record Date;

t) Determining the shareholders who have valid email addresses to whom issue materials can be sent and the list of shareholders to whom dispatch of Issue materials needs to be sent through email, and the list of the shareholders to whom dispatch of issue materials needs to be sent through ordinary post as communicated by the Company and as required under applicable laws;

u) Reviewing and commenting on the contents of the Application Form, Letter of Offer, Rights Entitlement Letter and dispatch, electronically and as required by the Company, of them to the Eligible Equity Shareholders. The Registrar shall also upload the Letter of Offer, Application Form and details of Rights Entitlements on its website.

However, the Registrar shall send Applications, Rights Entitlement Letter and Letter of Offer only to the email addresses of the Eligible Equity Shareholders who have provided their Indian addresses or through such other modes as may be communicated by the Company to the Registrar and shall not dispatch any such documents to any Eligible Equity Shareholders whose addresses are outside of India; The Registrar will send the Letter of Offer, through email, to the Eligible Equity Shareholders who have provided their Indian addresses to the Company or who are located in jurisdictions where the offer and sale of the Rights Equity Shares is permitted under laws of such jurisdictions and in each case who make a request in this regard.

v) Printing and despatch of Composite Application forms/ Letter of Offer;

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w) Printing and Despatch of Duplicate/Split Composite Application Forms;

x) Issuing timely dispatch confirmation immediately after completion of dispatch to the Company to enable publishing and upload of the dispatch advertisement under Regulation 84 of the SEBI ICDR Regulations. Further, the Registrar shall also upload such advertisements in connection with the Issue on its website;

y) Collection of figures and applications and their processing;

z) Ensure timely preparation and publication dispatch and issue of confirmation thereto in connection with the post-Issue advertisements in accordance with Regulation 92 of the SEBI ICDR Regulations within 10 days of completion of various activities as specified under such regulation, and Applicable Laws;

aa) Providing the split between Eligible Equity Shareholders and Renouncees in relation to the Rights Equity Shares applied for as part of their respective Rights Entitlement and additional Rights Equity Shares applied for, after the Issue Closing Date;

bb) Providing daily collection figures in Rupees and the number of Rights Equity Shares applied for;

cc) Preparation of Basis of Allotment and getting the same approved by the concerned stock exchanges;

dd) Upon finalization of the Basis of Allotment, the Registrar shall, in consultation with the Company, provide the following details to the controlling branch of each SCSB and the Escrow Collection Bank(s), in an accurate manner along with instructions to unblock the relevant bank accounts and transfer the requisite money to the separate bank account maintained by the Company in a scheduled bank as per the provisions of the SEBI ICDR Regulations within the timelines specified in the ASBA process:

(i) Number of Right Equity Shares to be allotted against each valid ASBA;
(ii) Amount to be transferred from the relevant bank account to the separate bank account maintained by the Company in a scheduled bank as per the provisions of the SEBI ICDR Regulations, for each valid ASBA against which Allotment would be made, and the date by which such amounts are to be transferred; and
(iii) Details of the rejected ASBAs, if any, along with reasons for rejection and details of the withdrawn ASBAs, if any, to enable the SCSBs to unblock the relevant bank accounts.

ee) Despatch of advice for credit of securities in electronic mode /Refund advice wherever applicable;

ff) Collection and verification of any regulatory approval, including approval from the Reserve Bank of India, submitted along with an Application;

gg) Ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Rights Equity Shares are proposed to be listed, are taken within the timelines as notified by SEBI;

hh) Providing a confirmation to the Company of the amounts to be transferred to the Bankers to the Issue or to be unblocked from the ASBA accounts;

ii) Providing all necessary schedules, workings and / or certificates required by the Company in relation to the Issue;

jj) Handling post-dispatch correspondence till either release of security deposit to be placed by the Company with the Stock Exchange or handling over of electronic and physical records by the Registrar to the Company, whichever is later;

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kk) Co-ordinating with the Company to transfer (a) the Rights Entitlements from suspense accounts to shareholders' accounts; and (b) post Allotment, the Rights Equity Shares from demat escrow account to the demat account of the Eligible Equity Shareholders, where details of demat account of such shareholders holding shares in physical form have been received, and in such situations, assisting the Company to reconcile for correct and timely credits/ transfers;

ll) Assisting the Company in obtaining foreign inward remittance certificates from the SCSBs for necessary filing with the RBI;

mm) Advising the refund to ASBA banks and sending of electronic refunds.

5. The Company agrees that the Registrar will not hand over any application or other documents / records pertaining to the Issue to the Company or to any other person, except the stock exchanges where the shares of the Company are listed (subject to the Registrar giving prior notice of such disclosure to the Company) until the completion of despatch of allotment letters, refund orders, share certificates etc. The Registrar undertakes not to disclose or cause to be disclosed the same to any other person, without the written consent of the Company. The Company agrees that it will have access to the applications / documents pertaining to the Issue at the office of the Registrar only. The Company will be the sole owner of all records and documents pertaining to the Issue and the Registrar shall provide such copies/extracts of the same as and when required by the Company.

6. The Registrar shall ensure that uniform procedure is followed for processing applications under the ASBA process and under the non-ASBA process.

7. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement or as required by the Company, to ensure proper Allotment of the Rights Equity Shares, dispatch/email of instructions to SCSBs to unblock the bank accounts of the ASBA Investors dispatch/ email of Allotment cum refund intimation and instructions to Bankers to the Issue. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds required to be made that has been provided by the Registrar to the Bankers to Issue, including any of their correspondent banks. Provided that the Registrar shall issue instructions to SCSBs and Escrow Collection Bank on the same day as finalization of the Basis of Allotment with the Designated Stock Exchange for transferring application monies to the extent of Allotment to the Bank account.

8. Pursuant to and in compliance with SEBI Master Circular, the Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement. Further, the Registrar shall comply with: (i) the SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, (ii) the SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, (iii) the SEBI circular no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, (iv) SEBI master circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 and (v) various other circulars issued by SEBI from time to time, to the extent applicable.

9. Registrar shall also assist the Company in relation to payment of balance money in subsequent calls under the Issue in accordance with the SEBI ICDR Regulations, Companies Act, SEBI Circular no. SEBI/HO/CFD/DIL1/CIR/238/2020 dated December 8, 2020 (including various other circulars issued by SEBI from time to time, in this regard) and other applicable laws.

10. The Registrar will handle the Assignment at C-101, Embassy 247, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, 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 Issue.
11. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares of the Company, be party to: (a) creation of false market; (b) price rigging or manipulation; (c) passing of unpublished price sensitive information to any third party, including without limitation, brokers, members of the Stock Exchanges and other intermediaries in the securities market or taking any other action which is not in the interest of the Investors or the Company; and (d) any insider trading and neither it nor any of its directors, partners, employees or managers having the

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management of the whole or substantially the whole of the affairs of their business shall, either on their respective accounts or through their associates or family members, relatives or friends, indulge in any insider trading.

12. The Issue stationery including allotment letters, refund orders, share certificates etc., shall be kept ready and handed over to the Registrar by the Company within such time so as to enable the Registrar to meet its obligations under this Agreement and applicable law and the Company shall be responsible for any delay on this account. The Company will arrange to obtain prior approval for Issue stationery from the Stock Exchanges and refund bankers.

13. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for despatching of composite application forms with letter of offer, allotment letters, etc.

14. The Company agrees that formats of all reports, statements and other documents shall be in conformity with the standard designs approved by the designated stock exchange, being BSE ("**Designated Stock Exchange**").

15. The Company may take special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission, etc. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement regardless of whether or not the Company takes such insurance.

16. The Registrar shall not and shall ensure that its officers, employees and agents shall not, during the term of, or after the termination of its appointment hereunder or termination of this Agreement or thereafter, either directly or indirectly for any reason whatsoever, divulge, disclose to any third party or make public any Confidential Information whatsoever, which may come to their knowledge during or as a result of their appointment as the Registrar and whether concerning the business, property, contracts, methods, transactions, dealings, affairs or members of the Company or otherwise, save in accordance with the performance of their duties hereunder or as required by law, in which case it will provide a prior written notice to the Company before making any disclosure. The Registrar shall adopt standards of data security and privacy norms in accordance with regulatory and statutory provisions under applicable law in this regard.

17. The Registrar shall ensure that:
    a) The enquiries and complaints from Investors, including ASBA Applicants, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
    b) The Registrar has a proper system to track, address and redress Investor complaints;
    c) Adequate steps are taken for proper allocation and Allotment of the Rights Equity Shares and refund of application monies without delay and as per law;
    d) all responsibilities are undertaken for any reach out to be made to shareholders holding Equity Share in physical mode, getting their demat account details, credit Rights Equity Shares or Rights Entitlements to the relevant suspense accounts, as may be required, any Rights Entitlements related matters, or matters in relation to making applications or Allotment in the Issue;
    e) For the electronic bids which are rejected as invalid because of DP ID, Client ID or PAN particulars, capture the name and address as and when received from the relevant Escrow Collection Bank/SCSBs and send communication to unblock funds from the relevant ASBA Accounts at the earliest; and
    f) The information furnished to the SCSBs in discharging its responsibility under the ASBA process is correct and valid.

18. The Registrar shall act as a nodal agency for redressing complaints of ASBA Investors regarding approaching the SCSB concerned or with respect to providing familiarity with the Application process or with respect to guidance on the procedural aspects with respect to the Issue.

19. The Registrar and the Company agree that the fees and charges payable to the Registrar for handling the Assignment shall be decided mutually by the Parties in due course. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the

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Registrar shall refund all sums that may have been paid to it by the Company, except for any pre-approved out-of-pocket expenses.

20. In the event of (i) a complete collapse or dislocation of business in the financial markets in India, (ii) due to war, insurrection or any other serious sustained, political or industrial disturbance or (iii) a force majeure event, the Registrar shall have option to withdraw from the Issue before the date of opening of the Issue and / or to renegotiate this Agreement with the Company. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.

21. The Registrar shall be required to inform the Company within 24 hours from receipt of any complaints, including ASBA complaints and shall redress complaints of the Investors within 48 hours from the date of receipt of the complaint during the currency of this Agreement and continue to do so during the period it is required to maintain records under the RTA Regulations and upon request by the Registrar, the Company shall extend necessary co-operation to the Registrar complying with the provisions of this Clause. The Registrar shall provide a status report of the Investor complaints on a fortnightly basis to the Company. Similar status reports should also be provided to the Company as and when required by the Company.

22. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under Applicable Laws including the RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company in any other business in any manner whatsoever.

23. Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar shall be responsible and liable for any failure to perform its duties and responsibilities in relation to this Assignment. The Registrar and/or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf (the "**Indemnifying Party**"), unconditionally and irrevocably undertakes and agrees in case of breach or alleged breach or delay, failure, deficiency, omission or error in performance of or compliance of any provision of law, regulation or order of any court, legal, regulatory, statutory, judicial and / or administrative authority or from its own breach, gross negligence, fraud, misconduct, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions of this Agreement by the Indemnifying Party, and/or if any information provided by the Indemnifying Party to the Company is untrue, incomplete or incorrect in any respect, the Registrar shall, at its own cost and expense, indemnify, keep indemnified, defend and hold harmless the Company and each of its respective affiliates, partners, management, representatives, directors, officers, employees, successors, agents and advisors (collectively "**Indemnified Parties**") at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, writs, awards, judgments, cost, charges, expenses, interests, legal expenses, attorney's fees, accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and court costs arising out of such breach or alleged breach and all other liabilities, actions, costs and demands which may be made or commenced against the Indemnified Parties by any Bidders or holder of the Rights Equity Shares issued/transferred or other third party against the Indemnified Party as a consequence of any act or omission of or any failure or deficiency or error on the part of the Indemnifying Party, or otherwise arising out of or relating to activities performed by such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under applicable law or in connection with any fine imposed by the SEBI or any other governmental authority or any regulatory, statutory, judicial quasi-judicial and/or administrative authority. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services hereunder or otherwise under the applicable law including but not limited to any liability arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory or regulatory authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial or regulatory action

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or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party, 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 Indemnified Parties due to error or omission committed solely by a party other than the Registrar, and where the Registrar has not acted negligently or committed an act of wilful misconduct.

24. 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 Assignment.

25. The Company shall be entitled to terminate this Agreement in the event the certificate is suspended/ cancelled or SEBI debars the Registrar from carrying on its activities or in any way prohibited, either by an order of a competent court or in any other manner, from carrying on registrar and share transfer agent activities. In such an event, the Registrar shall duly compensate the Company for any loss suffered by the Company due to cancellation/suspension of certificate of registration of the Registrar by SEBI or any other authority.

26. In the event, the Company, decides not to proceed with the Issue, this Agreement shall stand immediately terminated without the Registrar having recourse to compensation from the Company. Further, the Company may terminate this Agreement with or without cause upon giving seven (7) days' prior notice to the Registrar of its intention to terminate the Agreement.

27. If at any point this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company or their newly appointed Registrar to the Issue towards taking over duties and responsibilities as the registrar to the Issue. Should the Agreement be terminated, the Registrar shall be entitled to only such expenses as 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.

28. Any notice, communication or documents may be given by personal delivery, speed post, e-mail 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, if given by post on expiration of three days after the notice, etc. have been delivered to the post office for onward despatch, and if given by fax or e-mail upon transmission thereof. Provided that any notice, etc. given by e-mail or fax shall be confirmed in writing.

    All notices to the Parties shall be addressed as under

    To the Company:

    Camlin Fine Sciences Limited
    Address: Floor 2 to 5, Building "in G. S. Point", Plot No. VIII, Private Layout Scheme, Opp. University Campus, C.S.T. Road, Kalina, Santacruz (East), Mumbai, Maharashtra, 400098
    Tel: +91
    Email:
    Attention:

    To the Registrar:

    MUFG Intime India Private Limited (formerly. Link Intime India Private Limited)
    C 101, Embassy 247, L B S Marg
    Vikhroli West, Mumbai - 400 083
    Tel: +91 22 49186000
    Email: ipo.team@in.mpms.mufg.com
    Attention: Mr. Sumit Dudani

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29. The Registrar and the Company agree that non-compliance of any of the covenants contained herein by either party shall be reported to the Company immediately and to SEBI within 7 days from the date on which such non-compliance first occurs, by the other party. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 7 days of receipt of written notice of such breach by the non-defaulting Party.

30. In the event that such breach is not cured by the defaulting Party within the aforesaid period or if any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything is improperly done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 15 (fifteen) days after commencement of discussions then any Party may refer the Dispute to an institutional arbitration in India, in accordance with Clause 3(b) of the SEBI circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 and SEBI circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 ("**SEBI ODR Circulars**"), which the Parties have elected to follow for the purposes of this Agreement provided that the seat and venue of such institutional arbitration shall be Mumbai, India. Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by Parties under the Agreement.

31. Subject to the **Clause 30** above, all matters, if any, arising out of or in connection with the Assignment shall be subject to the sole and exclusive jurisdiction of the courts in Mumbai, India, including to file any interim and/or appellate reliefs in connection with the arbitration stated above. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.

32. The Registrar shall hand-over to the Company, all the records/ data and all related documents which are in its possession in its capacity as the Registrar forthwith however no later than five (5) days from the date of termination of this Agreement or the expiry/cancellation of certificate of registration of the Registrar.

33. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated on the expiry of 12 months from the Bid/Issue Closing date, provided that Clauses 9, 22, 29, 33, 34, 36, 37, 38 and 39 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company or the newly appointed registrar, as applicable.

34. Neither Party shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other.

35. The Registrar shall not use the name, trade mark and logos of the Company unless prior written consent of the Company is obtained in this regard.

36. The Registrar shall not be entitled to sub-contract any or all of its obligations under this Agreement to a subcontractor with prior written consent of the Company.

37. This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

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38. No modification or amendment, of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

39. If any provision(s) of this Agreement is held to be prohibited by or invalid under applicable laws or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.

40. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

ISSUER	REGISTRAR

THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW

Signed and delivered for and on behalf of **CAMLIN FINE SCIENCES LIMITED**

By: Rahul Sawale

Title: Company Secretary & VP Legal

Date: November 3, 2026

ISSUER	REGISTRAR

THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW

Signed and delivered by **MUFG INTIME INDIA PRIVATE LIMITED** (formerly, Link intime India Private Limited)

By: Sumit Dudani

MUFG Intime India Private Limited Mumbai

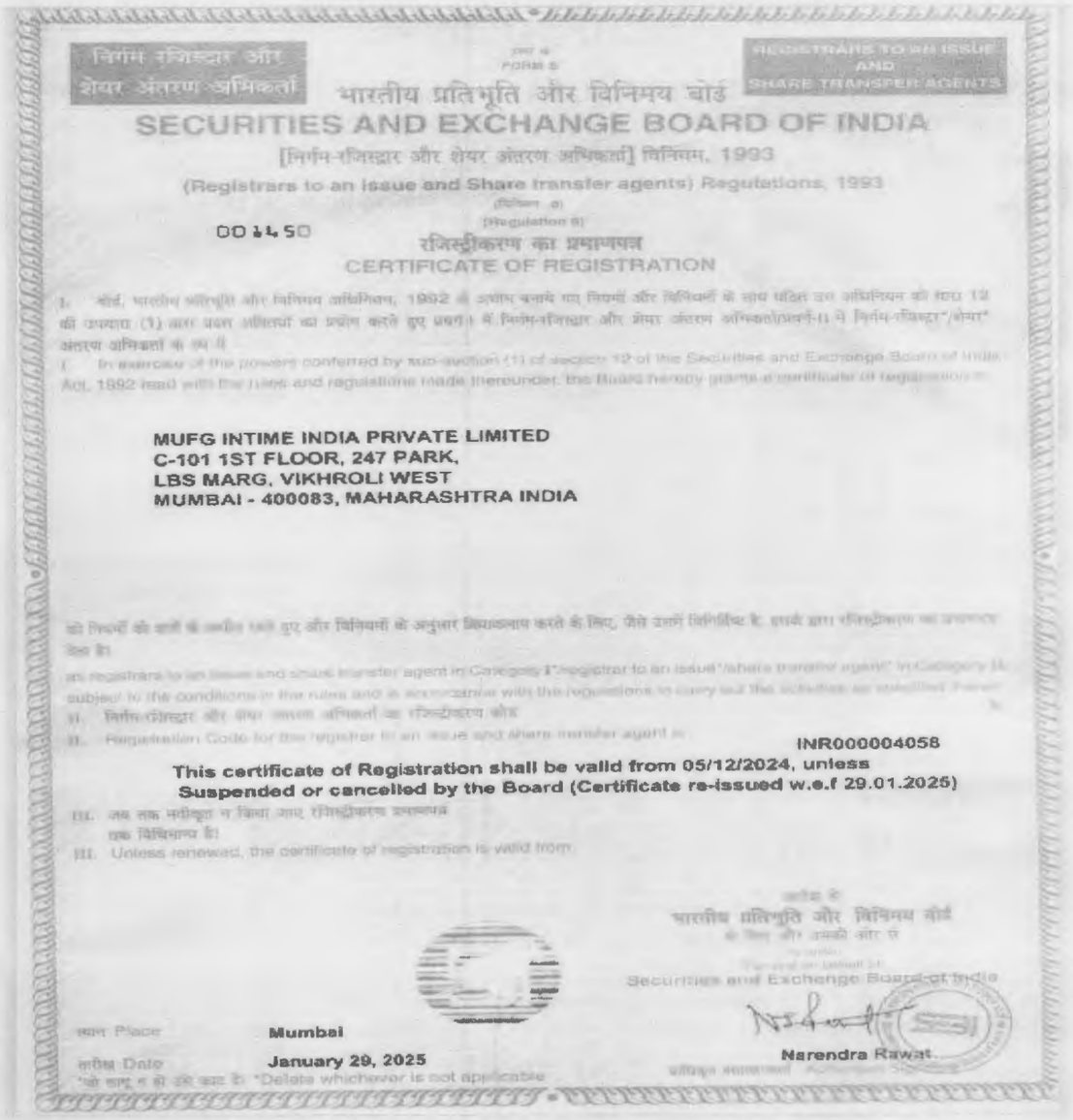
Title: Dy. Head - Primary Market

Date: _____

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SCHEDULE I

SEBI REGISTRATION CERTIFICATE OF THE REGISTRAR



निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

FORM C

भारतीय प्रतिभूति और विनिमय बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

[निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993

(Registrars to an Issue and Share transfer agents) Regulations, 1993

(विनियम 8)

(Regulation 8)

OD 14 50

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

1. बोर्ड, भारतीय प्रतिभूति और विनिमय अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित इस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रमाण-I में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता(प्रवर्ग-II में निर्गम-रजिस्ट्रार"/शेयर" अंतरण अभिकर्ता के रूप में

I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to

MUFG INTIME INDIA PRIVATE LIMITED
C-101 1ST FLOOR, 247 PARK,
LBS MARG, VIKHROLI WEST
MUMBAI - 400083, MAHARASHTRA INDIA

को निर्गमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करने के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।

as registrars to an issue and share transfer agent in Category I"registrar to an issue"/share transfer agent" in Category II subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.

II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड

II. Registration Code for the registrar to an issue and share transfer agent is

INR000004058

This certificate of Registration shall be valid from 05/12/2024, unless Suspended or cancelled by the Board (Certificate re-issued w.e.f 29.01.2025)

III. जब तक वापस नहीं लिया जाए रजिस्ट्रीकरण प्रमाणपत्र एक विनिर्दिष्ट है।

III. Unless renewed, the certificate of registration is valid from

भारतीय प्रतिभूति और विनिमय बोर्ड

Securities and Exchange Board of India

स्थान Place: **Mumbai**

तारीख Date: **January 29, 2025**

Narendra Rawat

*जो लागू न हो उसे काट दें *Delete whichever is not applicable

ISSUER	REGISTRAR
CAMLIN FINE SCIENCES LIMITED MUMBAI	MUFG Intime India Private Limited Mumbai

SCHEDULE II

ALLOCATION OF ACTIVITIES PERTAINING TO THE ASSIGNMENT BETWEEN THE COMPANY AND THE REGISTRAR IN CONNECTION WITH THE ISSUE

Sr. No.	ACTIVITIES	RESPONSIBILITY
I.	**PRE-ISSUE WORK:**	
1.	Finalization of Bankers to the Issue, list of branches, controlling and collecting branches.	Registrar/ Company
2.	Design of Application Form, Rights Entitlement Letter, Letter of Offer, Plain Paper Application, Company schedule, pre-printed stationery.	Registrar/ Company
3.	Preparing and issuing detailed instructions on procedure to be followed by collecting and controlling branches (including SCSBs).	Registrar in consultation with the Company
4.	Arranging, dispatch of application schedule for listing of Applications to collecting and controlling branches.	Company
5.	Placing of orders for and procuring pre-printed stationery.	Company
6.	Creation of equity share ISIN, warrants ISIN and Rights Entitlement (RE) ISIN	Registrar
7.	Obtaining data of eligible equity shareholders from the current registrar of the Company as on the Record Date (if different from the Registrar to the Issue)	Registrar/Company
8.	Crediting Rights Entitlement in the special ISIN created for the purpose and taking necessary steps for cancelling / extinguishment of the same at the appropriate time.	Registrar/ Company
9.	Credit/transfer of Rights Entitlements in demat account of physical shareholders who have provided demat account details, if applicable	Registrar
10.	Credit of Rights Entitlements of Eligible Equity Shareholders holding shares in physical form to demat suspense escrow account and transfer of Rights Entitlement	Registrar
11.	Payment towards postage of blank Application Forms, covering letter and Letter of Offer and Rights Entitlements Letter.	Company
12.	Upload details with respect to shareholder entitlement on its website	Registrar
13.	Creation of Master List and Over Printing covering/intimation letters.	Registrar
14.	Obtaining the existing data on a magnetic media/other storage device for calculation of Rights Entitlement.	Registrar

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Sr. No.	ACTIVITIES	RESPONSIBILITY
15.	Upload Application Form on its website	Registrar
II.	**ISSUE WORK:**	
1.	Printing and transmitting/dispatch of blank Application Forms/ Intimation Letter / Letter of Offer / Rights Entitlement Letter.	Registrar/Company
2.	Acceptance and processing of Applications from designated collection centres in the manner prescribed under the SEBI ICDR Regulations.	Registrar
3.	Resolution of difficulties faced by Investors and Investor complaints on priority basis in Application process.	Registrar
4.	Credit of Rights Entitlements to demat suspense escrow account in respect of shareholders holding Equity Share in physical mode whose demat details have not been received and coordinate to transfer from demat suspense escrow account to such shareholders' demat account after receipt of details of their demat account	Registrar
5.	Collection of daily figures from Banker(s) to the Issue/SCSBs, informing the SCSBs about errors, if any, in the bid details, along with an advice to send rectified data within specified date	Registrar
6.	Receiving and processing plain paper applications	Registrar
7.	Obtain details of holders of Right Entitlements as on Issue Closing Date, from the depositories	Registrar
8.	Providing URL for updation of mobile number/e-mail id/demat account details for physical shareholders to get their Rights Entitlements	Registrar
9.	Coordinate to transfer from demat suspense escrow account to such shareholders' demat account after receipt of details of their demat account	Registrar
10.	Collection of final certificate and schedule pages from controlling branches of SCSB.	Registrar
11.	Uploading the Letter of Offer, and Application Form on its website.	Registrar
12.	Expediting dispatch of final certificate from the controlling branches of Bankers to the Issue / SCSBs.	Registrar
13.	Informing Stock Exchanges and providing necessary certificates to the Company on closure of Issue.	Registrar
14.	Numbering of Applications and bank schedules and batching them for control purposes.	Registrar
15.	Transcribing information from documents to magnetic media for computer processing.	Registrar
16.	Reconciliation of number of Applications, securities applied and money received as per final certificate received / SCSBs with number of RE available in the special ISIN with respective details and such reconciliation with bid files.	Registrar
17.	Identify and reject Applications of technical faults/rejections and duplicate Applications with reference to applicable statutory / regulatory / contractual requirements.	Registrar

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CAMLIN FINE SCIENCES LIMITED MUMBAI	Link Intime India Private Limited Mumbai

Sr. No.	ACTIVITIES	RESPONSIBILITY
18.	Preparing statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange.	Registrar
19.	Finalising Minutes of the Meeting/Basis of Allotment for approval by the Designated Stock Exchange.	Company
20.	Seeking extension of time from SEBI, if Allotment cannot be made within stipulated time.	Company
21.	Allotment of Rights Equity Shares on the formula devised by Stock Exchanges.	Registrar
22.	Obtaining certificate from auditors/independent company secretary that the Allotment has been made as per the Basis of Allotment.	Company
23.	Upload of Rights Equity Shares into Depository system of shareholders, holding/opting for dematerialised mode/ corporate actions with NSDL and CDSL.	Registrar
24.	Preparing list of Allottees and non-Allottees as per the Basis of Allotment approved by the Designated Stock Exchange.	Registrar
25.	Preparation of Allotment register cum return statement, register of members, index register.	Registrar
26.	Printing / overprinting covering letters for refunding Application Money, printing/ overprinting of Allotment letter/Refund intimations, if required.	Registrar
27.	Printing postal journal for allotment letters and refund intimations by speed post, if required.	Registrar
28.	Preparation of distribution schedule / shareholding pattern for submission to Stock Exchanges.	Registrar / Company
29.	Preparing register of members.	Registrar
30.	Mailing of documents by speed post.	Registrar
31.	Binding of Application Forms, application schedule and computer outputs as applicable.	Registrar
32.	Payment of consolidated stamp duty on Allotment letters or procuring and affixing stamp of appropriate value.	Company / Registrar
33.	Issue of duplicate refund intimation.	Registrar
34.	Revalidation of refund orders/intimations.	Registrar / Company
35.	Handling Investor grievances received through phone, email, fax, letter or any other mode and ensuring settlement of all Investor complaints.	Registrar
36.	Provision of dispatch confirmation certificate to the Company.	Registrar
37.	Preparing and publishing post-Issue advertisements giving such details as required under Applicable Laws and within ten (10) days of completion of activities specified under Regulation 92 of the SEBI ICDR Regulations and Applicable Laws	Registrar/Company
38.	Providing initial and final post-Issue reports	Registrar

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CAMLIN FINE SCIENCES LIMITED MUMBAI	Mumbai

Sr. No.	ACTIVITIES	RESPONSIBILITY
39.	Providing all relevant reports for listing, trading of Rights Equity Shares within the timelines mentioned in the Issue Documents, in consultation with the Company	Registrar
40.	Finalising various post-Issue monitoring reports, along with relevant certificates/documents, in consultation with the the Company, for submission to SEBI within the stipulated time.	Registrar
41.	Issue of certificates and providing required details, for submission to SEBI/Stock Exchanges/auditors in relation to release of security deposit of the Company to be placed with the Designated Stock Exchange.	Registrar
42.	Preparation of return of allotment to be filed with the RoC and any other regulatory authority.	Registrar
43.	Credit of Rights Securities to demat suspense escrow account in respect of shareholders to whom Rights Equity Shares could not be credited for any reason and coordinate to transfer from demat suspense escrow account to such shareholders' demat account after receipt of details of their demat account.	Registrar / Company

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CAMLIN FINE SCIENCES LIMITED MUMBAI	MUFG Intime India Private Limited Mumbai

SCHEDULE III

Format Letter of Indemnity

Date: [•]

To,

XXXX Limited

Address:

M: +[•]

Re: Letter of Indemnity by MUFG Intime India Private Limited (*formerly, Link intime India Private Limited*) ("Registrar"/ "Registrar to the Issue" and this letter, the "Letter of Indemnity") to the XXXX Limited (the "Company") in connection with the Registrar Agreement dated [•], 2026 entered into between Registrar and the Company.

Dear Sir(s),

1. The Company proposes to issue up to [•] fully paid equity shares having face value of Rs. [•] (the "**Rights Equity Shares**") at a price of Rs. [•] (including a premium of Rs. [•] per Equity Share) (such Rights under Chapter III of the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**"), Section 62(1)(a) and other applicable provisions of the Companies Act, 2013, as amended ("**Companies Act**") through rights issue (such offering, the "**Issue**"), as determined by the board of directors of the Company (the "**Board**") (which term shall imply a committee constituted by the board in this regard viz. "**Rights Issue Committee**") to holders of the Equity Shares as of the Record Date determined by the Company ("**Eligible Equity Shareholders**") and/or the specific investor(s).

2. The Company has approached the Registrar to act as the registrar to the Issue ("**Registrar to the Issue**") in accordance with the terms and conditions detailed in the Registrar Agreement and in the manner as required under the various rules, regulations and notifications, as applicable and notified by SEBI as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (the "**SEBI Act**") (the activities, duties and responsibilities pertaining to the Registrar to the Issue are hereinafter collectively referred to as the "**Assignment**").

3. 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, as amended ("**SEBI RTA Regulations**") and its registration is currently valid and subsisting with the registration no. INR000004058 and valid from December 5, 2024, to act as a registrar to the offer and includes all responsibilities required to be discharged by the registrar to the offer, in the manner as required under the various rules and regulations as applicable, passed by the SEBI, including the SEBI RTA Regulations and the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents (bearing reference no. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91, dated June 23, 2025 (including to the extent it pertains to the UPI Mechanism) (the "**SEBI RTA Master Circular**"), and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement.

4. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations, RTA Regulations, all the relevant circulars, guidelines and regulations issued by the SEBI and other applicable laws in so far as the same are applicable to its scope of work undertaken pursuant to the Registrar Agreement and is fully aware of its obligations and the consequences of any default on its part. The Registrar further confirms that it is fully aware of the time prescribed within which the allotment and listing of securities should be completed and is fully aware of its obligations and the consequences of any default on its part.

5. The Registrar acknowledges that the Company may be exposed to liabilities or losses if the Registrar fails to perform the Assignment and/ or fails to comply with any of its duties, obligations and responsibilities under the Registrar Agreement.

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CAMLIN FINE SCIENCES LIMITED MUMBAI	MUFG Intime India Private Limited Mumbai

6. The Registrar undertakes to the Company that it shall act with due diligence, care and skill, and within the timelines prescribed under the applicable laws, while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity. The Registrar further represents, warrants and undertakes to the Company to:

   a. fully co-operate and comply with any instruction the Company may provide in respect of the Issue;

   b. ensure compliance with applicable laws in relation to the Issue; and

   c. comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.

7. Further, pursuant to the provisions of the Registrar Agreement and consistent with Clause 5(b) of the Registrar Agreement, the Registrar has undertaken to execute and deliver a Letter of Indemnity to the Company and/or its affiliates and partners, promoters, directors, officers, management, employees, representatives, associates, permitted assigns and successors and its agents and advisors, along with any other person who directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such indemnified persons within the meaning of SEBI ICDR Regulations read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, (collectively, along with the Company, the "**Company Indemnified Parties**"). Accordingly, the Registrar irrevocably and unconditionally undertakes and agrees that it shall, at its own cost, indemnify, keep indemnified, defend and hold harmless, severally and jointly, the Company Indemnified Parties at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, awards, judgments, costs, charges, expenses, interests, legal expenses (including attorney's fees and court costs), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, costs and demands which may be made or commenced against the Company Indemnified Parties by any Applicant issued/transferred or other third party against the Company Indemnified Parties as a consequence of any act or omission of or any failure or deficiency or error or fraud on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder, or otherwise under applicable law or in connection with any fine imposed by the SEBI or any other governmental, judicial, quasi-judicial, regulatory, administrative, statutory authority. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Company Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services hereunder or otherwise under the applicable law including but not limited to any liability or loss, direct or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory, judicial, quasi-judicial, governmental, administrative and/ or regulatory authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Company Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, statutory, governmental and/or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the Company Indemnified Parties is a party, and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority or a court of law. The Registrar shall further indemnify and refund all costs incurred by the Company Indemnified Parties in connection with (i) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in the Registrar Agreement (including this Letter of Indemnity) (ii) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority (iii) any delay, failure, error, omission, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligations and responsibilities under the Registrar Agreement or the Assignment, or this Letter of Indemnity (iv) if any information provided to the Company is untrue, incomplete or incorrect in any respect (v) any fines imposed by SEBI or any other Governmental, statutory, judicial, quasi-judicial, administrative and/or regulatory Authority against any of the Company Indemnified Parties.

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CAMLIN FINE SCIENCES LIMITED MUMBAI	Link Intime India Private Limited Mumbai

8. The Registrar agrees that the obligations of the Registrar under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.

9. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the Company Indemnified Parties may have at common law, equity and/or otherwise.

10. This Letter of Indemnity may be amended or altered only with the prior written approval of the Company.

11. The Registrar acknowledges and agrees that the Company shall have all the rights specified under the provisions of Registrar Agreement but shall not have any obligations or liabilities to the Registrar or the Company or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.

12. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable, but, in the event of a conflict or inconsistency between this Letter of Indemnity and the Registrar Agreement, the provisions of this Letter of Indemnity shall prevail.

13. The Registrar hereby agrees that failure of the Company Indemnified Party to exercise part of any of its right under this letter in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other Company Indemnified Party of any of its rights established herein.

14. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

15. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer the dispute for resolution to an arbitration tribunal. The arbitral tribunal shall consist of three arbitrators (one to be appointed by the claimant(s), one by the respondent(s) and the third arbitrator to be appointed jointly by the two appointed arbitrators). The third arbitrator shall be appointed within 15 (fifteen) days of the receipt of the second arbitrator's confirmation of his/her appointment and in the event that either the claimant(s) or the respondent(s), fail to appoint an arbitrator each, or the two arbitrators so appointed fail to appoint the third arbitrator, such arbitrator(s) shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 ("**Arbitration Act**"). All proceedings in any such arbitration shall be conducted under Arbitration Act or any re-enactment thereof and shall be conducted in English. The arbitration (seat and venue) shall take place in [●]. The parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final, conclusive and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.

16. In case of any dispute between the Company and Registrar in relation to this Letter of Indemnity, the courts at [●], shall have sole and exclusive jurisdiction over such dispute in all matters arising out of the arbitration proceedings mentioned in Clause 15 of this Letter of Indemnity including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

17. All capitalized terms not specifically defined herein shall have the same meaning ascribed to such terms under the Registrar Agreement.

18. The Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.

19. All notices and communications issued under this Letter of Indemnity or the Registrar Agreement shall be in writing and (a) delivered personally, or (b) sent by email, or (c) sent by speed post, at the addresses

ISSUER	REGISTRAR

as specified in the Registrar Agreement or sent to such other addresses as each party may notify in writing to the other. All notices and other communications required or permitted under this Letter of Indemnity or the Registrar Agreement, if delivered personally or by overnight courier, shall be deemed given upon delivery; if delivered by email, be deemed given on transmission thereof; and if sent by speed post, on expiration of three working days after the notice etc.

THE PARTIES HAVE CAUSED THIS LETTER OF INDEMNITY TO BE DULY EXECUTED BETWEEN THE REGISTRAR AND THE COMPANY AS OF THE DATE WRITTEN BELOW

For and on behalf of ~~**XXXX LIMITED**~~ MUFG Intime India Private Limited

By: Sumit Dudani

Title: Dy. Head – Primary Market

Date: _____

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