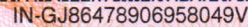

REGISTRAR AGREEMENT

BETWEEN

SHREE RAM PROTEINS LIMITED

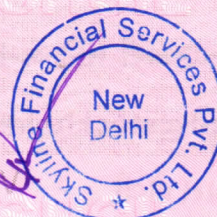
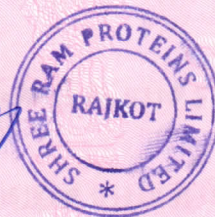
AND

SKYLINE FINANCIAL SERVICES PRIVATE LIMITED



INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No.	IN-GJ86478906958049V
Certificate Issued Date	17-Jun-2023 04:06 PM
Account Reference	IMPACC (AC)/ gj13247511/ RAJKOT/ GJ-RA
Unique Doc. Reference	SUBIN-GJGJ1324751198955143563998V
Purchased by	CHAVDA DHAVAL
Description of Document	Article 5(h) Agreement (not otherwise provided for)
Description	REGISTRAR AGREEMENT
Consideration Price (Rs.)	0 (Zero)
First Party	SHREE RAM PROTEINS LIMITED
Second Party	REGISTRAR
Stamp Duty Paid By	SHREE RAM PROTEINS LIMITED
Stamp Duty Amount(Rs.)	600 (Six Hundred only)



IN-GJ86478906958049

IE 0005903204

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

[illegible]

JUNE

THIS AGREEMENT ("AGREEMENT") MADE ON 21 DAY OF , 2023 AT NEW DELHI BY AND BETWEEN:

BETWEEN

Shree Ram Proteins Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Imperial Heights Tower-B, Second Floor, Office No. B-206, 150 Ft Ring Road, Opp. Big Bazaar NA Rajkot, Gujarat- 360005 India, (hereinafter referred to as "Issuer Company"); which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and Permitted Assigns; and of the **FIRST PART**;

AND

SKYLINE FINANCIAL SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956/2013 and having its registered office at D-153-A, 1st Floor, Okhla Industrial Area, Phase-I, New Delhi -110020, Delhi, India (hereinafter referred to as the "**Registrar**" or "**Registrar to the Issue**" which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assignee) of the **SECOND PART**.

WHEREAS

The Issuer and the Registrar are hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

- 1) The Company proposes to issue the Company's Equity Shares of face value of Rs 1/- each ("Equity Shares") through **Rights Issue of up to 22,00,00,000** Rights Equity Shares for cash to the existing equity shareholders of the Company as on the record date as may be determined by the Board of Directors of the Company ("**Eligible Equity Shareholder(s)**") on rights basis. The ratio, price and other terms shall be determined by the Board of Directors (including Committee formed by the Board of Directors of the Company) in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended ("**SEBI Regulations**") and other applicable laws on certain date to be notified by the Company ("**Record Date**"). The Equity Shares are proposed to be offered to Eligible Equity Shareholders of the Company who are shareholder of the Company on **Record Date**.
- 2) The Issue has been authorized by the board of directors of the Company at their meeting held on June 21, 2023.
- 3) The Registrar is registered with the Securities and Exchange Board of India ("**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 has a valid and subsisting registration (no. [INR000003241]) and the Company has approached the Registrar to act as the Registrar to the Issue as per the terms and conditions detailed in this Agreement (the activities pertaining to it acting as the Registrar to the Issue are hereinafter referred to as "**the Assignment**") and the Registrar has accepted the Assignment.
- 4) In terms of Regulation 23(7) of the SEBI (ICDR) Regulations, the Issuer is required to appoint a registrar who has connectivity with all depositories in connection with the Issue.
- 5) In terms of Regulation 9A (1) (b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the Issuer inter-alia to define the allocation of duties and responsibilities between the Registrar and the Issuer and in pursuance of the same, the Registrar and the Issuer have entered into this Agreement.
- 6) All capitalized terms not specifically defined herein shall have the same meaning as prescribed to such terms under the Letter of Offer to be filed with SEBI and The Metropolitan Stock Exchange of India Limited- (referred to as the "MSEI") ("**Stock Exchange**") or any other authorities as may be applicable.



DEFINITIONS

Capitalized terms used in this Agreement, unless the context otherwise requires, shall have the meanings ascribed to such terms set out below:

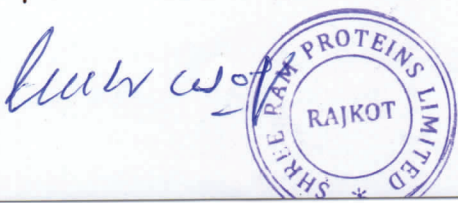
- (a) **"Abridged Letter of Offer"** shall mean the abridged letter of offer to be sent to the Eligible Equity Shareholders with respect to the Issue in accordance with the provisions of the SEBI Regulations and the Companies Act;
- (b) **"Allotment"** shall mean allotment of Equity Shares pursuant to the Issue;
- (c) **"Applicant"** or **"Investor"** shall mean Eligible Equity Shareholder(s) and/or Renouncee(s) who make an application for the Equity Shares pursuant to the Issue in terms of the Letter of Offer;
- (d) **"Application"** shall mean application made through (i) submission of the Application Form or plain paper Application to the Designated Branch 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 Equity Shares at the Issue Price;
- (e) **"Application Form"** shall mean a form used by an Investor to make an Application for the Allotment of Equity Shares in the Issue;
- (f) **"ASBA"** or **"Application Supported by Blocked Amount"** shall mean an Application (whether physical or electronic) used by an Investor to make an Application authorizing the SCSBs to block the application amount of a specified bank account maintained with the SCSB;
- (g) **"Basis of Allotment"** shall mean the basis on which the Equity Shares will be Allotted to successful Applicants in consultation with the Designated Stock Exchange under the Issue;
- (h) **"Board of Directors"** shall mean the board of directors of the Company;
- (i) **"CDSL"** shall mean the Central Depository Services (India) Limited;
- (j) **"Companies Act"** shall mean the Companies Act, 2013, as applicable and the rules made there under;
- (k) **"Company"** or **"Issuer"** shall mean **SHREE RAM PROTEINS LIMITED**;
- (l) **"Company Registrar"** shall mean the in-house unit of the Company providing share transfer services;
- (m) **"Designated Stock Exchange"** shall mean the designated stock exchange as chosen by the Company in terms of the SEBI ICDR Regulations;
- (n) **"Disputing Parties"** shall have the meaning ascribed as per this Agreement;
- (o) **"DP"** shall mean depository participant;
- (p) **"DPID"** shall mean depository participant identity;
- (q) **"Eligible Equity Shareholder(s)"** shall mean the holder(s) of the Equity Shares of the Company as on the Record Date;
- (r) **"Equity Shares"** shall mean the equity shares of face value of Re.1 each of the Company;
- (s) **"Escrow Collection Bank(s)"** shall mean the banks as specified in the Letter of Offer;
- (t) **"FPI"** shall mean a foreign portfolio investor as defined under the SEBI FPI Regulations;
- (u) **"Issue Closing Date"** shall mean the date of closing of the Issue as determined and disclosed in the Letter of Offer;



- (v) **"Issue Opening Date"** shall mean the date of opening of the Issue as determined and disclosed in the Letter of Offer;
- (w) **"Letter of Offer"** shall have the meaning as per SEBI ICDR 2018;
- (x) **"NRI"** shall mean a person resident outside India, who is a citizen of India and shall have the same meaning as ascribed to such term in the Foreign Exchange Management (Deposit) Regulations, 2016;
- (y) **"NSDL"** shall mean the National Securities Depository Limited;
- (z) **"OCB"** shall mean overseas corporate bodies;
- (aa) **"PAN"** shall mean permanent account number;
- (bb) **"Promoters"** shall mean promoters of the Company, being Mr. Lalitkumar Chandulal Vasoya And Mr. Lavjibhai Valjibhai Savaliya;
- (cc) **"Promoter Group"** shall mean the promoter group of the Company as determined in terms of Regulation 2(1)(pp) of the SEBI ICDR Regulations;
- (dd) **"RBI"** shall mean the Reserve Bank of India;
- (ee) **"Record Date"** shall mean the date for determining the Eligible Equity Shareholders for the purpose of participation in the Issue;
- (ff) **"Registrar", "Skyline" or "Registrar to the Issue"** shall mean Skyline Financial Services Private Limited;
- (gg) **"Renouncee(s)"** shall mean person(s) who has/have acquired Rights Entitlements from Eligible Equity Shareholders;
- (hh) **"Rights Entitlements"** shall mean the right to apply for the Equity Shares being offered by way of the Issue, by an Investor, in accordance with the SEBI ICDR Regulations read with the SEBI circular bearing reference number SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020, in this case being () Equity Shares for every () Equity Shares held by an Eligible Equity Shareholder, on the Record Date, excluding any fractional entitlements;
- (ii) **"Rights Entitlement Letter"** shall mean the letter which includes details of Rights Entitlements of the Eligible Equity Shareholders.
- (jj) **"RTA Regulations"** shall mean Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended from time to time;
- (kk) **"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>.
- (ll) **"SEBI"** shall mean Securities and Exchange Board of India;
- (mm) **"SEBI Circulars"** shall mean circulars issued by SEBI time to time;
- (nn) **"SEBI FPI Regulations"** shall mean Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended;
- (oo) **"SEBI ICDR Regulations"** shall mean Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended; and

NOW THEREFORE, the Company and the Registrar do hereby agree as follows:

- 1) The Company hereby appoints the Skyline Financial Services Private Limited as Registrar to the Issue and the Registrar accepts such appointment by accepting the terms of its appointment and signing this



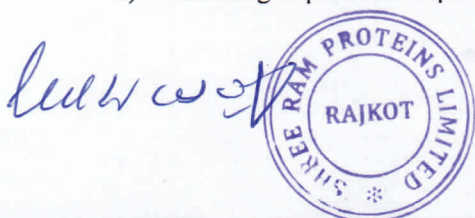
Agreement.

- 2) The Registrar hereby undertakes to perform and fulfill the Assignment, including such functions, duties and obligations and to provide such services as are mentioned herein and to provide such other functions, duties, obligations and services as are required as per applicable law (including the rules, regulations, directions and circulars prescribed by SEBI) in respect of the Issue. The Registrar undertakes and agrees that it shall be the Registrar's sole and absolute responsibility to ensure that such functions, duties, obligations and services are performed, in a professional and timely manner.
- 3) The Registrar declares and undertakes that:
- a) It has obtained a permanent certificate of registration bearing registration number INR000003241 from SEBI dated January 11, 2012. The Registrar will keep Company informed on an immediate basis if its registration is cancelled, suspended or withheld for any regulatory or other reasons or if any prohibiting orders are passed restricting it from carrying out the Assignment or if it is prohibited or restricted from performing the activities mentioned in this Agreement by any regulatory authority and shall cooperate to establish any alternate arrangements.
 - b) It has not violated any of the conditions subject to which registration has been granted and that, no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred / suspended from carrying on its activities as a registrar to the Issue.
 - c) It shall perform the Assignment with highest standards of integrity and fairness, shall abide by the SEBI RTA Regulations including the code of conduct as specified in Schedule III thereunder and other applicable SEBI regulations and shall act in an ethical manner in all its dealings with the Company, Eligible Equity Shareholders, Renouncees, investors etc. and that it will not take up any activity which is likely to be in conflict with the interests of the Company, Eligible Equity Shareholders, Renouncees, investors or contrary to or in violation of any rules, regulations, orders, guidelines or directions issued by SEBI, from time to time.
 - d) It shall make adequate disclosure to the Company of any potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased services.
 - e) It shall carry out the Assignment and complete all the formalities accurately, diligently and within the stipulated time limits as per the relevant statutes, guidelines/ regulations issued by SEBI including, the SEBI Regulations and bye laws of the Stock Exchanges. The Registrar shall immediately notify the Company on any likely delay in completion of any of the formalities. The Registrar shall also notify the Company of any errors committed while completing any of the formalities which could not be prevented.
 - f) It has the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance, disaster recovery system, expertise and the net worth to honour its obligations and liabilities under this Agreement.
 - g) It shall ensure that adequate resources including qualified manpower are dedicated in the performance of the services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no deficiency(s)/error(s) in the services to be performed by the Registrar.
 - h) It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.
 - i) It shall cooperate and comply with any instructions which the Company may provide in respect of the Issue.
 - j) 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 from time to time.
 - k) It has connectivity with the depositories, namely the National Securities Depositories Limited



("NSDL") and Central Depository Services (India) Limited. ("CDSL");

- l) It is not subject to any litigation in, or injunction or order of, any court or regulatory authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner.
 - m) 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 Assignment by the Registrar does not violate, or constitute a breach of, any law, regulation, court or tribunal order or any agreement, deed or undertaking entered into by the Registrar.
 - n) It shall ensure that demographic details provided by the Eligible Equity Shareholders or other investors in the Applications Forms (including any Composite Application Forms and Split Application Forms) shall not be used by it for any purpose other than in relation to the Issue.
 - o) It is not an associate of the Company as mentioned under the SEBI (RTA) Regulations.
 - p) In the event the Registrar is unable to continue to act as a Registrar to the Issue, at any point of time, due to any direction of any statutory or regulatory authority or otherwise, it shall immediately inform the Company and take steps, in consultation with and as per the direction of SEBI, if any and the Company, for a smooth transition of the Equity Shares data held by the Registrar at no cost to the Company for such transition to another registrar as may be appointed by the Company.
4. The Company hereby declares that, it has complied with and agrees to comply with all statutory formalities under the Companies Act, the SEBI Regulations and other relevant statutes to enable it to undertake and make the Issue. The Company also agrees that, it will co-ordinate with the Registrar and that, it will not give any instructions which are in violation of any applicable legislations, rules, regulations or guidelines issued by SEBI.
5. The Company and the Registrar agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in Schedule-I hereunder. The activities listed in the Schedule-I are indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI (RTA) Regulations. The Company and the Registrar, may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon. Further, the Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the Letter of Offer, Abridged Letter of Offer and Composite Application Form ("CAF") (collectively, the "Issue Documents"). The Registrar hereby consents to the inclusion of its name as the Registrar to the Issue in all such documents as are required for the Issue including the Issue Documents. However, the Registrar will do all such activities as may be incidental to discharge its obligations hereunder at no additional cost to the Company.
6. Without prejudice to the contents of Clause 5 above, the following activities shall form part of the Registrar's Assignment, without limitations:
- a) Calculation of rights entitlements and fractional entitlements.
 - b) Coordinating with NSDL and CDSL for obtaining the complete list of shareholders of the Company as on the Record Date and preparing the final list of Eligible Equity Shareholders with complete details, including Client ID, DP ID, folio number, name of shareholder, category of shareholder, shareholding, rights entitlement, CAF number, address and bank details registered with the depository participant;
 - c) Reviewing and commenting on the contents of the CAFs or Split Application Forms ("SAFs"), printing and dispatch of CAFs (duly overprinted with details such as name / address of the Equity Shareholder, number of Equity Shares held, number of Equity Shares offered etc.), envelopes and Abridged Letter of Offer to the Eligible Equity Shareholders.
 - d) Receiving requests for duplicate CAFs and SAFs from Eligible Equity Shareholders and renounces

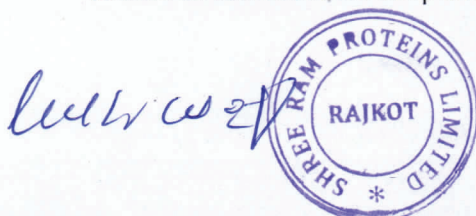


and processing, printing and dispatch of duplicate CAFs / SAFs, overprinting and dispatch of duplicate CAFs/SAFs in a timely manner, duly overprinted with details such as name, address, number of Equity Shares held, number of Equity Shares offered, etc., as applicable

- e) Collecting CAFs, SAFs, plain paper applications (“**Physical Applications**”) from the collection centres, and electronic Application Supported by Blocked Amount (“**ASBA**”) data from the Stock Exchanges, including the number of Equity Shares applied for, DP ID, client ID and PAN, aggregate data in relation total number of Equity Shares applied for and aggregate data in relation to total amount blocked against all the ASBA applications, as applicable.
- f) Collecting aggregate data in relation to the total number of ASBAs uploaded by the SCSBs and the total number of Equity Shares and the total amount blocked against the uploaded ASBA, from each SCSB;
- g) In accordance with the instructions of the Company, reporting any disruptions / delays in the flow of Physical Applications and ASBA applications (collectively, the “**Applications**”) from the Bankers to the Issue;
- h) Providing the Company the pre-Issue shareholding of the Company in the format specified under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be required.
- i) Dispatch of letters of Allotment/share certificate/refund order
- j) Collection of amounts and applications, CAFs, SAFs, plain paper applications and their processing including verifying signatures.
- k) Providing detailed instructions to the Bankers to the Issue, Self Certified Syndicate Banks (“**SCSBs**”) including the format and timeline of receipt of information in relation to the Issue, at least 3 business days before the Issue Opening Date.
- l) Keeping a proper record of applications and monies received from Eligible Equity Shareholders and Renouncees and paid to escrow collection account/ Bankers to the Issue;
- m) Providing the split between Eligible Equity Shareholders and Renouncees for shares applied for as entitlement and additional shares applied for after Issue closure in the following format;

Category	Shares applied for	
	Entitlement	Additional
Equity Shareholders		
Renouncees		

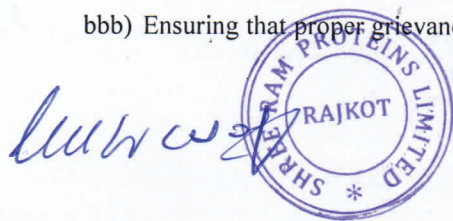
- n) Providing daily collection figures in Rupees and the number of Equity Shares applied for.
- o) To provide correct data in time to enable the Company to finalize the basis of allocation and Allotment in coordination with the Stock Exchanges for timely approval of the basis of Allotment;
- p) To ensure that the basis of Allotment is in accordance with the SEBI Regulations, guidelines, circulars and notifications and as specified in the Issue Documents;
- q) Post communication of the basis of Allotment by the Company, preparation of list of Allottees entitled to allocation of Equity Shares and preparing the Intimation cum Refund Advise , in consultation with the Company, post communication of the Basis of Allotment by the Company;
- r) Ensure that correct credit to respective demat accounts is made in time, as specified in the Letter of Offer and as required under applicable legislations, rules, regulations and guidelines issued by SEBI and to receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Allottees from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm all formalities are completed;



- s) Replying to queries from applicants on the CAF/SAF/duplicate CAF/duplicate SAF and on the method of application provided that any written advice from the Registrar to the applicants shall be with the prior written intimation to the issuer company.
- t) Ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within 7 Working Days from the date of finalization of the basis of Allotment or such other period as may be notified by SEBI;
- u) Ensure that Allotment made is correct and timely uploading of the correct file in the depository system;
- v) Providing / specifying the format to the SCSBs in which information in relation to ASBA is required;
- w) Dispatch of letters of Allotment / Allotment advice / share certificates / refund orders;
- x) Uploading the data of Allottees who have opted for shares in electronic form.
- y) Credit of Equity Shares to the Allottee's Demat accounts within the time frame indicated in the Letter of Offer subject to certain cases kept in abeyance in consultation with the Company;
- z) Issue of duplicate refund orders (after obtaining suitable indemnity bonds); and
- aa) Revalidation of refund orders.
- bb) Reconciliation of refund orders;
- cc) Delete electronic "ASBA" application data in respect of ASBAs which have been withdrawn after the Issue Closing Date;
- dd) Providing/specifying the format to the SCSBs in which information in relation to ASBA is required;
- ee) Intimating to SCSBs and/or Bankers to the Issue, before opening of the Issue, the basis of commission payable to the SCSBs, the Issue Opening date and Closing Date/time;
- ff) Co-ordination with SCSBs for submission of final certificates, after taking into account of rectifications, if any;
- gg) To provide inputs for finalizing the Bankers to the Issue and assist in identification of the collecting branches at the collection centres finalized;
- hh) To review the Terms of the Issue section and other procedural disclosures in the Issue Documents;
- ii) Records of correspondence in respect of investor complaints, grievances or queries;
- jj) Co-ordinating with the concerned depository and ensuring that the number of Equity Shares Allotted to each category of applicants is correct in all respects;
- kk) Carrying out due procedures in relation to processing of multiple applications as provided in the Issue Documents;
- ll) Record of returned mail showing details of contents of the letter, details of refund orders, date of dispatch, date of return and reasons for being returned;
- mm) Maintain a Complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed off. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly; and



- nn) Such other records as may be specified by SEBI, the Company for carrying on the activities as Registrar to the Issue.
- oo) Depositing with the Escrow Collection Banks, the applications received directly at the Registrar office between the Issue opening date and the Issue closing date, provided that the last of such applications shall be submitted with the escrow collection banks by 12 noon on the immediately following day of Issue closing date.
- pp) Processing the electronic application details received from the Stock Exchanges and the bank schedules received from the escrow collection banks for the purpose of validation and confirmation of the applications in respect of the Issue.
- qq) Entering accurate data for physical CAFs received from escrow collection banks and applications on plain paper and accurately identifying and excluding any and all multiple applications, including ASBA for the purpose of preparation of broker performance report for resolution of investor grievances.
- rr) Matching the depository participant identification, ("DP ID"), client identification, ("Client ID"), and Permanent Account Number, ("PAN"), specified in the reconciled electronic data with the depository's database;
- ss) Reconciling the compiled electronic data collected from the Stock Exchange and the data collected from the SCSBs in terms of clause [6(e), 6(f) and 6(pp)
- tt) Rejecting the applications (including ASBAs) in respect of which the DP ID, Client ID and PAN specified in the reconciled data does not match the details in the depository's database;
- uu) Drawing up a list of all technical rejection cases (including rejection for applications made through ASBA mode) in accordance with the Terms of the Issue section enumerated in the Letter of Offer and keeping the same ready for verification by the Company no later than 5 calendar days from the Issue closing date or other timeline which may be decided by Company.
- vv) Delivery of application file received from the Stock Exchanges containing the application numbers and amount to all the Bankers to the Issue who shall use the same for validation at their end.
- ww) Keeping a proper record of application forms and monies received from applicants and paid to the escrow account(s) / Bankers to the Issue, as provided in the bank schedule and reporting the amount of application forms collected, monies received from the applicants and the amount deposited in the escrow account(s) opened for the purposes of the Issue as may be agreed between the Company, and the Registrar, on a daily basis at the end of the day during the Issue period to the Company.
- xx) Providing a confirmation to the Company of the amounts to be transferred to the refund account from the escrow accounts or to be unblocked from the ASBA accounts.
- yy) Providing all necessary schedules, workings and / or certificates required for the Company:
- to make an application to the Stock Exchanges to seek in-principle approval;
 - to make an application to CDSL / NSDL for credit of shares in the temporary ISIN; and
 - to make an application for final listing and trading approval to the Stock Exchanges.
- zz) Keeping accurately, at all times, the electronic records relating to ASBAs received from all SCSBs.
- aaa) Finalising various post-Issue monitoring reports such as the three-day report and final-Issue monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company ;
- bbb) Ensuring that proper grievance handling mechanism is in place at its office, during the Issue period



and after closing of the Issue, as per applicable regulations;

ccc) Redressing investor complaints and grievances in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company during the Issue Period and after closing of the Issue; and

ddd) The Registrar also agrees to maintain records as per SEBI RTA Regulations, however, the Registrar shall maintain all the records for at least 3 years.

7. The Registrar shall not hand over any application or other documents / records pertaining to the Issue to any other person, except to the Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company, until the completion of dispatch of Allotment letters, refund orders, share certificates, etc. The Company agrees that it will have access to the application / documents pertaining to the Issue at the office of the Registrar only.
8. The Registrar and its officers, employees and agents shall not either during the term of, or after the termination of, their appointment hereunder, divulge to any third party any confidential information about the Company or the Issue which comes to its knowledge in its capacity as Registrar to the Issue.
9. The Registrar shall be responsible for validating the correctness of the information provided by SCSB with reference to the DP ID/ Client ID and corresponding PAN details obtained from the depositories and SCSBs will be responsible for data provided by them to the Registrar.
10. The Registrar will handle the assignment from any of its offices which have been declared to SEBI and approved by it for carrying on its activities. The addresses of such offices shall be printed in all relevant stationeries pertaining to the said Issue.
11. The Registrar shall provide in a timely manner all accurate information to be provided by it under this Agreement and applicable laws, to ensure proper Allotment of the Equity Shares, dispatch of instructions to SCSBs to unblock the bank accounts of the ASBA Bidders. 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 Refund Bankers, including any of their correspondent banks.

Provided that the Registrar shall issue instructions to SCSBs and escrow collection banks on the same day as finalization of Basis of Allotment with Metropolitan Stock Exchange of India Limited (MSEI), i.e. the Designated Stock Exchange for transferring application monies to the extent of Allotment to the Company account.

12. Pursuant to SEBI circular No SEBI/CFD/DIL/31/2008/30/7 dated July 30, 2008, 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 the SEBI Circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011.
13. The Registrar shall undertake that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
 - a) creation of false market;
 - b) price rigging or manipulation;
 - 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 take any other action which is not in the interest of the investors; and
 - d) neither it nor any of its directors, partners or managers having the 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.

14. The Registrar shall ensure that:



- a) the enquiries and complaints from applicants, 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 Equity Shares and refund of application monies without delay and as per law; and
 - d) the information furnished to the SCSBs in discharging its responsibility under the ASBA process is correct and valid.
15. The Registrar shall act as a nodal agency for redressing complaints of ASBA and non-ASBA investors, including providing guidance to ASBA investors regarding approaching the SCSB concerned.
 16. The Registrar shall extend all necessary support to the Company and the SCSBs as may be required for the smooth and speedy functioning of the ASBA process.
 17. The Issue stationery including certificates, letters of Allotment, Allotment advice and refund orders shall be kept ready and handed over to the Registrar by the Company within 4 days from the date of closure of the Issue 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 Refund Bankers.
 18. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatch of Allotment letters; Allotment advice, share certificates, refund orders, etc.
 19. The Registrar will extend all facilities to complete Allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matter.
 20. The Company agrees to hand over to the Registrar impression of its common seal at the time of clearing the art works of pre-printed share certificates. However, As per the SEBI Circular SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated 22nd January, 2020 there is no requirement of pre printing of share Certificate so that this provision is not applicable.
 21. The Company agrees that it shall make available the relevant master data, both in physical and electronic as on the Record Date, signature data / card, details of all stop transfer cases etc. and all such details, physical records and electronic data, that may be required in future as and when the same are called for from the Registrar.
 22. The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the designated stock exchange for the Issue.
 23. The Registrar shall be required to inform the Company within 48 hours from receipt of any complaints of the investors and redress complaints of the investors (including ASBA Bidders) within 7 days 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 SEBI (RTA) Regulations and the Company shall extend necessary co-operation to the Registrar for it to comply with such regulations. The Registrar shall provide a status report of investor complaints on a fortnightly basis to the Company. Similar status reports should also be provided to the Company as and when required.
 24. The Registrar and the Company agree that the fees and charges payable to the Registrar for handling the assignment shall be as specified in Schedule II of this agreement.
 25. The Company shall be entitled to terminate this Agreement in the event the Registrar's Certificate of Registration is suspended / cancelled or SEBI debars the Registrar from carrying on its activities. In the event the Company decides not to proceed with the said Issue, this Agreement shall be terminated without the Registrar having any recourse to any compensation from the Company. Further, the Company may terminate this Agreement with or without cause, upon giving seven days notice to the Registrar of its intention to so terminate the Agreement. 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 Agreement till termination of this Agreement. Such termination would be effective only when the new Registrar is appointed for the Issue on the terms and

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conditions similar to the terms agreed upon herein and appropriate handover of data from the Registrar to the new registrar is carried out subject to fulfilling the requirements as may be prescribed by SEBI.

26. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company or their newly appointed Registrar to the said Issue towards taking over duties and responsibilities as the new registrar to the issue. However the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.
27. Should there be any major change in the date of opening of Issue from that indicated or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any event caused by force majeure, the Registrar shall have the option to withdraw from the Issue before the date of opening of the Issue and/or re-negotiate this Agreement with the Company. However the Registrar shall continue to be responsible for the assignment till the new registrar takes over the duties and responsibilities of the Registrar.
28. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and the Registrar will not be in any way construed to be an agent of the Company in any other business of the Company in any manner whatsoever.
29. The Registrar shall act with due diligence, care and skill, while discharging the assignment. However, the Registrar shall indemnify and hold harmless the Company and their affiliates, advisors, its successors and each of their respective directors, officers, employees and agents (collectively "**Indemnified Party**") from and against all suits, claims, actions, litigation, notices, interest due to delay in refunding the amount and demands which may be made or commenced against the Company, applicants for the Equity Shares (including ASBA applicants), any holder of the securities issued or any third party as a consequence of any act or omission of or any failure, deficiency or error on the part of the Registrar or any of its officers, employees or agents in performing, fulfilling or providing any of its functions, duties, obligations and services hereunder. The Registrar shall further indemnify and refund all costs incurred by the Company, their affiliates and each of their respective directors, officers, employees and agents, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/ or the stock exchanges and/or any other statutory or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company or the Selling Shareholder due to error or omission committed by the Registrar in good faith, and where the Registrar has not acted negligently or committed an act of willful misconduct.
30. In an event of default of any of the duties and responsibilities of the Registrar herein or any error in the services rendered by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to rectify such defaults and the Registrar shall be directly responsible for any liability arising out of such error or failure to deliver the services contemplated in this Agreement. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three working days upon being instructed by the Company, transfer all the documents in their possession including shares, to any other registrar/depositary as instructed by the Company and/or SEBI.
31. Any notice communication or documents to be given to the Parties may be given by personal delivery, registered/speed post, email 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 it has been delivered to the post office for onward dispatch and if given by fax or email upon transmission thereof. Provided that, any notice etc., given by fax or email shall be confirmed in writing. All notices to the Parties shall be addressed as under:

If to the Company:

SHREE RAM PROTEINS LIMITED

Add-Imperial Heights Tower-B,

Second Floor, Office No. B-206, 150 Ft Ring Road,

Opp Big Bazar NA Rajkot Gujarat- 360005 IN

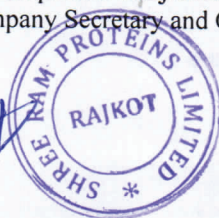
Tel: +91 28252 80634

E-mail: info@shreeramproteins.com;

Contact Person: Bhupendra Kanjibhai Bhadani

Designation: Company Secretary and Compliance officer

Handwritten signature



If to the Registrar:

Skyline Financial Services Private Limited

D-153-A, 1st Floor,
Okhla Industrial Area,
Phase-I, New Delhi - 110 020,
Delhi, India

Attention: Mr. Virender Kumar Rana

Tel No.: +91-1140450193-97

Fax No.: +91-11-26812683

Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective from 5 business days thereafter or such later date as may be specified by the Party whose address/ contact details are changed.

32. The Registrar and the Company agree that non-compliance of any of the covenants contained herein by either Party shall be reported to SEBI within 7 days by the other Party immediately.
33. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) any dispute or difference arises between the Parties hereto as regards the validity and the interpretation of this Agreement and which is not settled within 15 days through negotiations, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Company, one by the Registrar and the two arbitrators so appointed will appoint the third arbitrator). All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 and shall be conducted in English. The Arbitration shall take place in Delhi, India. The Parties shall share the costs of such arbitration equally unless otherwise awarded or fixed by the arbitration tribunal. The arbitral award shall state the reasons on which it is based.
34. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws and rules.
35. Neither Party shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other.
36. Unless terminated earlier in accordance with its terms, this agreement shall be valid until the expiry of one year from the date of closing of the Issue, provided that Clauses 6, 28, 30, 31, 32 and this clause shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents, other information and data which are in the possession or custody of the Registrar shall be handed over to the Company.
37. If any provision(s) of this Agreement is held to be prohibited by or invalid under any applicable law or becomes inoperative as a result of a 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.



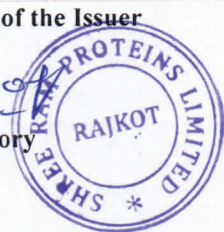
IN WITNESS WHEREOF the Parties hereunto have set their hands on the day and year hereinabove written:

For and on behalf of the Issuer

Authorised Signatory

Name:

Designation:



Witnessed by:

1.

For and on behalf of the Registrar

Authorized Signatory

Name: Virender Kumar Rana

Designation: Director*



Witnessed by:

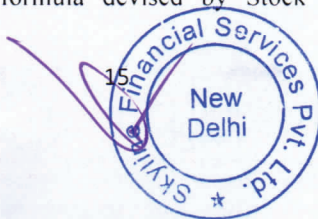
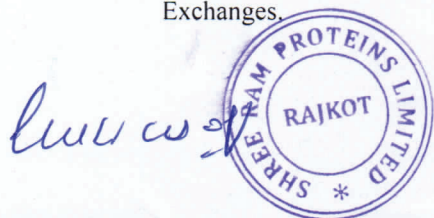
Anuj Kumar

1. Mr. Anuj Kumar

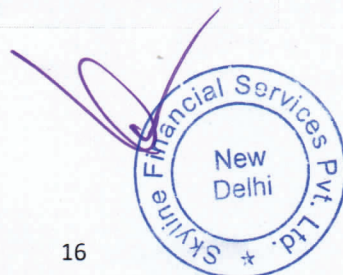
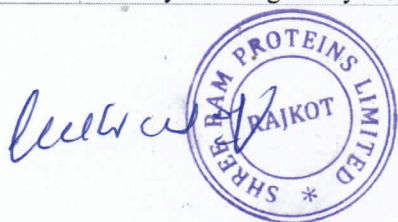
R/o- U-115, Laxmi Nagar, Delhi-110092

SCHEDULE – I

	ACTIVITIES	RESPONSIBILITY
I.	PRE-ISSUE WORK:	
1	Finalisation of Bankers to Issue, list of branches, controlling and collecting branches.	Registrar/ Company
2	Design of CAFs, SAFs, bank schedule, pre-printed stationery.	Registrar/ Company
3	Preparing and issuing detailed instructions on procedure to be followed by collecting and controlling branches (incl. SCSBs).	Registrar
4	Arranging, dispatch of application schedule for listing of applications to collecting and controlling branches.	Registrar
5	Placing of orders for and procuring pre-printed stationery.	Company
6	Payment towards postage of CAF & LOF	Company
7	Creation of Rights Offer Master and Over Printing CAF	Registrar
8	Obtaining the existing data on a magnetic media / other storage device for calculation of rights entitlement	Registrar
II.	ISSUE WORK:	
1	Printing and dispatch of CAF / Letter of Offer / Abridged LOF / SAF / duplicate CAF / SAF to Eligible Shareholders	Registrar
2	Acceptance and processing of applications at designated collection centres in the manner prescribed under the SEBI Regulations	Registrar
3	Collection of daily figures from Bankers 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
4	Receiving and processing plain paper applications	Registrar
5	Expediting dispatch of applications, final certificate to the controlling branches of Bankers to the Issue / SCSBs.	Registrar
6	Collection of applications along with final certificate and schedule pages from controlling branches of Bankers to the Issue.	Registrar
7	Informing Stock Exchanges/SEBI and providing necessary certificates to company on closure of Issue.	Registrar
8	Scrutiny of application received from Bankers to the Issue and verification of signature of renouncers.	Registrar
9	Numbering of applications and bank schedules and batching them for control purposes.	Registrar
10	Transcribing information from documents to magnetic media for computer processing.	Registrar
11	Reconciliation of number of applications, securities applied and money received with final certificate received from Bankers to the Issue / SCSBs.	Registrar
12	Identify and reject applications of technical faults/rejections and duplicate applications with reference to applicable statutory / regulatory / contractual requirements.	Registrar
13	Preparing statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange.	Registrar
14	Finalising Basis of Allotment for approval by the Designated Stock Exchange.	Registrar/ Company
15	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division), if Allotment cannot be made within stipulated time.	Company
16	Allotment of shares on the formula devised by Stock Exchanges.	Registrar



III. POST ISSUE WORK:		
17	Obtaining certificate from auditors that the Allotment has been made as per the basis of Allotment.	Company
18	Upload of shares into depository system of shareholders, holding/opting for dematerialized mode	Registrar
19	Preparing list of Allottees and non-Allottees as per the Basis of Allotment approved by the designated stock exchange	Registrar
20	Preparation of Allotment register cum return statement, register of members, index register.	Registrar
21	Printing / overprinting covering letters for dispatching share certificates, for refunding application money, printing / overprinting of Allotment letter cum refund order.	Registrar
22	Printing postal journal for dispatching share certificate or Allotment letters and refund orders by registered/speed post.	Registrar
23	Preparation of distribution schedule / Shareholding Pattern for submission to Stock Exchanges.	Registrar
24	Preparing register of member and specimen signature cards.	Registrar
25	Overprinting of share certificates on the computer	Registrar
26	Arranging share certificate in batches for signing by authorised signatories.	Registrar
27	Trimming share certificate and affixing common seal of the Company. As per SEBI Circular, this provision is not applicable.	Registrar
28	Attaching share certificate to covering letter.	Registrar
30	Mailing of documents by registered/speed post.	Registrar
31	Binding of application forms, application schedule and computer outputs.	Registrar
32	Payment of consolidated stamp duty on Allotment letters/share certificates or procuring and affixing stamp of appropriate value.	Company but affixing of stamp is to be done by the Registrar, if required.
33	Issue of duplicate refund order.	Registrar
34	Revalidation of refund orders.	Company/Registrar
35	Handling investor grievances received through phone, email, fax, letter or any other mode and ensuring settlement of all investor complaints	Registrar / Company
36	Provision of dispatch confirmation certificate to the Company	Registrar
37	Printing and dispatch of share certificates to rejected demat option cases	Registrar
38	Providing all relevant reports for listing, trading of equity shares within the timelines mentioned in the Issue Documents, in consultation with the Company	Registrar
39	Finalising various post-Issue monitoring reports, along with relevant certificates/documents, in consultation with the Company, for submission to SEBI within the stipulated time	Registrar
40	Issue of certificates and providing required details, for submission to SEBI/Stock Exchanges/auditors in relation to release of security deposit of the Company	Registrar
41	Preparation of return of Allotment to be filed with the ROC and any other regulatory authority	Registrar



SCHEDULE - II

Sl. No.	Particulars	Rate	Fees (Rs.)
1	Processing fee per application		3,00,000/- + GST
2	SMS Charges		0.25 paise upto 160 characters (i.e. 1 Record will Form of 3 Messages)
3	Assisting the Company in Listing	Lump sum	NIL
4	Servicing of Investor, Hosting Investor Allotment / non allotment information on Skyline's Website	Lump sum	NIL
5	Validating data pertaining to depository option		NIL
6	Over printing of CAN's		NIL
7	Preparation of files to ASBA banks for blocking/ unblocking of investors account		NIL
8	Charges for printing bulk mailing register		NIL
9	Recon between bid files & amount blocked by ASBA Banks		NIL
10	Additional cost for processing Syndicate ASBA applications	Lump sum	NIL
11	Preparation of Basis of Allotment	Lump sum	NIL
12	Fees payable for coordination, collection of applications and schedules, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids	For number of days issue is open	NIL
	<u>Out of Pocket Expense</u>		
1.	Mailing & Emails		Rs. 1.00 /- Per mail Id + GST
2.	Stationery		On Actual Basis
3	Inland Letter		On Actual Basis
4	Postal handling Charges (for bagging, Pin-code wise sorting etc.)		On Actual Basis
5	Overprinting Cost (Shareholder details)		On Actual Basis
6	Labour charges towards Inland making, folding & pasting		On Actual Basis
7	Book Binding covers for application forms		On Actual Basis
8	Computer Consumables including storage media		On Actual Basis
9	<u>Opening of Demat Escrow Account</u>		
	(a.) Escrow Account for Right entitlement		Rs. 5,000/- + GST
	(b.) Escrow Account for Unclaimed Shares Transaction A/c		Rs. 5,000/- + GST
10	Stamp Duty to be paid directly		Directly to be Paid by Company
11	Depository Charges to be paid directly to Depositories i.e. NSDL/CDSL		Directly to be Paid by Company

