

Section XII- Annexures

ANNEXURE- 1

DRAFT OF AGREEMENT BETWEEN THE REGISTRAR TO AN ISSUE AND SHARE TRANSFER AGENT (HANDLING ISSUE) AND THE ISSUER COMPANY

THIS AGREEMENT MADE AT _____ ON _____ BETWEEN (Name of RTA), a company within the meaning of the Companies Act, 2013 and having its Registered Office at _____ / a partnership firm carrying on business in the firm and style of _____, _____, _____ and having its office at (delete whichever is not applicable) (hereinafter referred to as "Registrar") and _____ a company within the meaning of the Companies Act, 2013 and having its registered office at (hereinafter referred to as the "company").

WHEREAS

- (1) The company is proposing to issue (particulars of the Issue like type and No. of securities, value, date of opening of issue, etc., to the public hereinafter referred to as "the said Issue").
- (2) The Registrar is a SEBI registered Registrar to an Issue having Registration No..... and the company has approached the Registrar to act as Registrar to the said Issue (the activities pertaining to the Registrar to an Issue are hereinafter referred to as "the assignment"), and the Registrar has accepted the assignment.
- (3) In terms of regulation 11(1)(c) of the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 2025, the Registrar is required to enter into a valid agreement with the Issuer company 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 an Agreement being these presents.

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

(1) The Company hereby appoints the Registrar as Registrars to the said issue and the Registrar accepts such appointment.

(2) The Registrar hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.

(3) The Registrar declares and undertakes that :

(a) It has obtained certificate of registration from SEBI and that the certificate is valid from ... (Date) to ... (date). It shall also ensure that the Certificate of registration shall remain in force by taking prompt steps for renewal.

(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.

(c) It shall perform its duties with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with the Issuer, investors, etc., and it will not take up any activities which is likely to be in conflict with its own interest, interests of the Issuer and investors or contrary to the directions issued by SEBI.

(d) It shall carry out its duties / responsibilities and complete all the formalities within the specified time limits as per the relevant Statutes, SEBI Guidelines and Stock Exchange Regulations.

(4) The Company hereby confirms that it has satisfied itself about the capability of the Registrar to handle the assignment.

(5) The Company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, Guidelines for disclosure and investor protection issued by SEBI and other relevant statutes to enable it to make the said 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 of the Statutes/ Guidelines of SEBI.

(6) 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 written. (The activities listed in Schedule I are indicative and not exhaustive). 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. However, the following activities shall form part of the Registrar's functions and responsibility during the currency of the agreement:

- (a) Despatch of letters of allotment/share certificates/refund orders/cancelled stock invests.
- (b) Issue of duplicate refund order (after obtaining suitable Indemnity Bond).
- (c) Revalidation of refund orders.

(7) 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 until the completion of despatch of allotment letters, refund orders, share / debenture certificates, etc. The company agrees that it will have access to the applications / documents pertaining to the Issue at the office of the Registrar only.

The Registrar will handle the issue work from its office / s at ..., 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 said issue.

(9) The issue stationery including certificates, letters of allotment, allotment advice, refund orders shall be kept ready and handed over to the Registrar by the company within 15 days from the date of closure of 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 stock exchange and refund bankers.

(10) The company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of allotment letters / allotment advice, share certificates and stock instruments, etc.

(11) The Registrar will extend all help to the public representative deputed by SEBI.

The Employees Quota shall be allotted to the persons given in the list by the company duly signed by the Managing Director / Company Secretary certifying that they are bona fide employees of the

company. In the case of oversubscription allotment will be done in the presence of a SEBI representative and 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.

(12) The company agrees to hand over to the Registrar impression of the common seal at the time of clearing the art works of pre-printed share certificates.

(13) The company agrees that formats of all reports, statements, share or debenture certificates and other documents shall be in conformity with the standard designs approved by the stock exchange.

(14) 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 hereunder written.
(PLEASE INSERT FURTHER CLAUSES REGARDING PAYMENT TERMS).

(15) The company agrees to take special contingency insurance policy to cover risk rising out of fraud, forgery, errors of commission / omissions, etc.

(16) Should there be major change in the date of opening of Issue from that indicated above 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 option to withdraw from the issue before the date of opening of the issue and / or renegotiating the contract with the company. However, RTI shall continue to be responsible for the work till termination of the contract.

(17) The Registrar shall redress complaints of the investors within one month of receipt of the complaint during the currency of the agreement and continue to do so during the period it is required to maintain records under the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 2025 and the company shall extend necessary co-operation to the Registrar for its complying with the said Regulations.

(18) The Registrar(s) responsibility under the 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 its any other business in any manner whatsoever.

(19) It is the company which is primarily responsible for Registrars' work and Registrar shall act with the due diligence, care and skill while discharging the work assigned to it by the company. However, the Registrar shall indemnify the company and its successors from and against all suits, claims, actions and demand which may be made or commenced against the company by any holder of the securities issued or other third party as a consequence of any failure or deficiency on the part of the Registrar in performing or fulfilling, providing any of its functions, duties, obligations and services hereunder, however, the Registrar shall not be liable for any indirect or consequential loss caused to the company due to error or omission committed by them in good faith.

(20) The company will bear expenses for legal advice / action which have to be taken for no lapse on the part of the Registrar but for any eventuality which may arise in connection with the issue work.

(21) Any notice, communication or documents may be given by personal delivery, registered post, telex or by fax. The notice, communication or document shall be deemed to have been served upon the party to whom it is given if given by personal delivery when so delivered, if given by post on expiration of three days after the notice, etc., shall have been delivered to the post office for onward despatch, and if given by fax or telex upon transmission thereof. Provided that any notice, etc., given by telex or fax shall be confirmed in writing.

(PLEASE INSERT CLAUSES REGARDING OTHER TERMS
MUTUALLY AGREED UPON)

(22) The Registrar and the company agree that non-compliance of any of the covenants contained therein by either party shall be reported to SEBI within 7 days by the other party.

(23) Please insert clauses relating to arbitration in case of any disputes.

(24) This agreement shall be valid until the expiry of one year from the date of closing of the said issue.

In witness whereof of the parties hereunto have set their hands on the day and year hereinabove

written.

Signature of Company

Signature of Registrar

SCHEDULE I

Any other activity may also be included)

COMPANY / REGISTRAR

. PRE-ISSUE WORK

1. Finalisation of bankers to issue, list of branches, controlling and collecting branches.
2. Design of application form, bank schedule, pre-printed stationery.
3. Preparing and issuing detailed instructions on procedure to be followed by collecting and controlling branches.
4. Arranging, despatch of application schedule for listing of applications to collecting and controlling branches.
5. Placing of orders for and procuring pre-printed stationery.

II. ISSUE WORK

1. Collection of daily figure from bankers to the issue.
2. Expediting despatch of applications, final certificate to the controlling branches.
3. Collection of application along with final certificate and schedule pages from controlling branches of bankers to the issue.
4. Informing Stock Exchange / SEBI and providing necessary certificates to Lead Manager on closure of issue.
5. Preparing underwriter statement in the event of under subscription and seeking extension from stock exchange for processing.
6. Scrutiny of application received from bankers to issue.
7. Numbering of applications and banks schedule and batching them for control purposes.
8. Transcribing information from documents to magnetic media for computer processing.
9. Reconciliation of number of applications, securities applied and money received with final certificate received from bank.

10. Identify and reject technical faults and multiple application with reference to
11. Preparation of inverse number.
12. Prepare statement for deciding basis of allotment by the company in consultation with the stock exchange.
13. Finalising basis of allotment after approval of the Stock Exchange.
14. Seeking extension of time from SEBI / Ministry of Finance (Stock Exchange Divn.) if allotment cannot be made within stipulated time.
15. Allotment of shares on the formula devised by Stock Exchange.
16. Obtaining certificate from auditors that the allotment has been made as per the basis of allotment.
17. Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by the stock exchange.
18. Preparation of allotment register-cum-return statement, register of members, index register.
19. Preparation of lists of brokers to whom brokerage is to be paid.
20. Printing covering letters for despatching share certificates, for refunding application money / stock invest, printing of allotment letter – cum – refund order.
21. Printing postal journal for despatching share certificate or allotment letters and refund orders by registered post.
22. Printing distribution schedule for submission to Stock Exchange.
23. Preparing share certificate on the computer.
24. Preparing register of member and specimen signature cards.
25. Arranging share certificate in batches for signing by authorized signatories.
26. Trimming share certificate and affixing common seal of the company.
27. Attaching share certificate to covering letter.
28. Mailing of documents by registered post.
29. Binding of application forms, application schedule and computer outputs.
30. Payment of consolidated stamp duty on allotment letters / share or debenture certificates or procuring and affixing stamp of appropriate value.
31. Issuing call notices for allotment money to allottees.
32. Issue of duplicate refund order.
33. Revalidation of refund orders