भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2025 ◐ 70AB 558373

Sub Treasury Office Vasai

Sub Treasury Office
Vasai
18 MAR 2026
Addl. Treasury Officer

18/03/26

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG OM GALAXY LIMITED AND BIGSHARE SERVICES PRIVATE LIMITED.

OM GALAXY LIMITED VASAI (E)

Bigshare Services Private Limited Mumbai

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

◐ 2025 ◐

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Sub Treasury Office

Sub Treasury Office
Vasai

18 MAR 2026

Addl. Treasury Officer

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OM GALAXY LIMITED VASAI (E)

Bigshare Services Private Limited Mumbai

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2025 ◐ 70AB 558372

Sub Treasury Office Vasai

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OM GALAXY LIMITED VASAI (E)

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR ~~AGE~~ AGREEMENT ENTERED INTO BY AND AMONG OM GALAXY LIMITED AND BIGSHARE SERVICES PRIVATE LIMITED.

Bigshare Services Private Limited Mumbai

**REGISTRAR AGREEMENT**

**FOR INITIAL PUBLIC ISSUE**

**OF**

**OM GALAXY LIMITED**

**DATED MARCH 25, 2026**

**BETWEEN**

**OM GALAXY LIMITED**

**("COMPANY")**

**AND**

**BIGSHARE SERVICES PRIVATE LIMITED**

**("REGISTRAR TO THE ISSUE"/ "REGISTRAR")**

## REGISTRAR AGREEMENT

**THIS REGISTRAR AGREEMENT (THE "AGREEMENT") IS MADE AT MUMBAI, MAHARASHTRA ON MARCH 25 , 2026 BY AND AMONG:**

1) **OM GALAXY LIMITED,** a company incorporated under the Companies Act, 1956, having Corporate Identification Number U33127MH2008PLC187382 and having its Registered office at 4/5/6 Blue Chip No. 5, Industrial Estate, Sativali Road, Village Valiv, Vasai, Thane – 401 208, Maharashtra, India (hereinafter referred to as the **"Company"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;

**AND**

2) **BIGSHARE SERVICES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 bearing Corporate Identification Number (CIN) U99999MH1994PTC076534 and having its Registered Office at S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai – 400093, Maharashtra India. (hereinafter referred to as the **"Registrar"/ "Registrar to the Issue"**), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**

In this Agreement (The Company and the Registrar are hereinafter collectively referred to as the "**Parties**" and individually referred to as a "**Party**").

**WHEREAS**

1. The Company propose to undertake an initial public offering of upto 96,00,000 Equity Shares of the Company bearing face value of ₹ 5 each (the "**Equity Shares**") comprising a fresh issue of Equity Shares by the Company (the "**Issue**"), in accordance with the Companies Act, 2013 and the rules made thereunder (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**") and other Applicable Laws *(defined below)*, at such price as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations in accordance with the Applicable Laws by the Company, in consultation with the Book Running Lead Manager *(as defined below)* to the Issue (the "**Issue Price**"). Certain equity shares will be reserved for subscription by the market maker to the Issue from the Issue size (the "**market maker reservation portion**"). The Issue may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (*as defined below*), by the Company, in consultation with the BRLM, in accordance with the SEBI ICDR Regulations.

2. The Company, in consultation with the BRLM, may consider a further issue of specified securities, through a preferential issue or any other method as may be permitted under the applicable law to any person(s), prior to filing of the Red Herring Prospectus with the RoC ("**Pre-IPO Placement**"). The Pre-IPO Placement, if undertaken, will be at a price to be decided by the Company, in consultation with the BRLM. If the Pre-IPO Placement is completed, the amount raised pursuant to the Pre-IPO Placement will be reduced from the Issue, subject to compliance with Rule 19(2)(b) of the SCRR. The Pre-IPO Placement, if undertaken, shall not exceed 20% of the Issue size. If a Pre-IPO Placement is undertaken, the Company shall report to the stock exchange, within twenty-four hours of such Pre-IPO Placement transactions (in part or in entirety). Prior to the completion of the Issue, the Company shall appropriately intimate the subscribers to the Pre-IPO Placement, prior to allotment pursuant to the Pre-IPO Placement, that there is no guarantee that the Company may proceed with the Issue or the Issue may be successful and will result into listing of the Equity Shares on the Stock Exchange.

3. The board of directors of the Company (the "**Board of Directors**") pursuant to the resolution dated February 10, 2026 have approved and authorized the Issue. Further, the Shareholders of the Company pursuant to a special resolution in accordance with Section 62(1)(c) of the Companies Act have approved the Fresh Issue pursuant to a special resolution dated February 16, 2026. The Issue shall be conducted through Book Built Issue pursuant to Schedule XIII of the SEBI ICDR Regulations *(as defined below)*

4. The Company has appointed **Indorient Financial Services Limited**, as Book Running Lead Manager to manage the Issue on an exclusive basis on terms and conditions as set out in the Engagement Letter dated July 04, 2025 (the "**Engagement Letter**").

5. The Company has approached the Registrar to act as the Registrar to the Issue in accordance with the terms and conditions detailed in this Agreement and in the manner as required under applicable law including as prescribed by the Securities and Exchange Board of India ("**SEBI**"), as empowered under the Securities and Exchange Board of India Act, 1992 (the "**SEBI Act**").

6. The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 2025 (the "**SEBI RTA Regulations**") and has a valid and subsisting Registration No. INR000001385 to act as a Registrar to the Issue (the activities pertaining to the Registrar are hereinafter collectively referred to as the "**Assignment**"), and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement.

7. The Board of Directors of the Company, by resolution dated February 17, 2026 approved the appointment of **Bigshare Services Private Limited** as the Registrar to the Issue.

OM GALAXY LIMITED VASAI (E)



Bigshare Services Private Limited Mumbai

8. In terms of Regulation 11(1)(c) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the Company for the Assignment *inter alia* to define the allocation of duties and responsibilities between the Registrar, the Company. Accordingly, the Parties have agreed to enter into the Agreement.

9. SEBI by its SEBI ICDR Master Circular *(as defined below)* and SEBI RTA Master Circular *(as defined below)*, has made it mandatory for all bidders (except anchor investors) to make use of the facility of applications supported by blocked amount ("**ASBA**") for making applications for public/rights issues. Further, the above-mentioned circulars provide a mechanism to enable the Syndicate and sub-Syndicate members to procure Bid cum Application Forms submitted under the ASBA process from prospective bidders. SEBI by its SEBI ICDR Master Circular, has revised the contents of the bid cum application form and the manner of disclosure considering the amendments introduced by the aforementioned circulars.

10. The SEBI RTA Master Circular and any other circulars or notifications issued by SEBI to introduce the use of Unified Payments Interface (UPI) as a payment mechanism with ASBA for application in public issues by Individual Investors through (Syndicate members, Registered Stock Brokers, Registrar and Transfer agent and Depository Participants).

11. Forms submitted under the ASBA process from prospective investors. SEBI by its SEBI ICDR Master Circular, has revised the contents of the application form and the manner of disclosure considering the amendments introduced by the aforementioned circulars.

12. All capitalized terms used in the Agreement but not specifically defined herein shall have the meaning as ascribed to such terms in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to be filed by the Company with SEBI, the Registrar of Companies and Stock Exchange, as may be applicable.

**NOW THEREFORE the Parties do hereby agree as follows:**

**1. Interpretation & Definitions:**

1.1 All capitalized used but terms not specifically defined herein shall have the meaning ascribed to such terms under the to be filed by the Company with SEBI and the Draft Red Herring Prospectus (the **"DRHP"**) and Red Herring Prospectus (the "**RHP**") to be filed by the Company with the Registrar of Companies, Mumbai II ("**RoC**") and the Stock Exchange, as applicable.

1.2 In this Agreement, unless the context otherwise requires:

a. words denoting the singular number shall include the plural and *vice versa*;

b. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;

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

d. reference to the word "include" or "including" shall be construed without limitation;

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

f. reference to an Article, Clause, Section, Paragraph, Recital, Preamble, Schedule or Annexure is, unless indicated to the contrary, reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;

g. reference to any statute or statutory provision shall be construed as reference to such statute or provision as, from time to time, amended, modified or re-enacted;

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

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

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

"**Affiliate(s)**" means and includes with the respect to any Party shall be (i) any other person that, directly or indirectly, through one or more intermediaries, Control or is Controlled or is in Control with such party, (ii) any other person which is holding company, subsidiary or joint venture of such Party, and (iii) any other person in which such party has "significant influence" or which has "significant influence" over such Party, where " significant influence" over a person is the power to participate in the management, financial or operating policy decision of that person but is less than Control over those policies and the shareholders beneficially holding, directly or indirectly through one more intermediaries, a 10% or more interest in the voting power of that person is presumed to have significant influence over that person. The terms "**Promoter**" and "**Promoter Group**" have the respective meanings set forth in the Issue Documents. For the purposes of this definition, the terms "holding company" and "subsidiary" have the respective

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meanings set out in Section 2(46) and 2(87) of the Companies Act. In addition, the Promoter, members of the Promoter Group are deemed to be Affiliates of the Company;

"**Agreement**" means this Registrar Agreement entered into between the Parties.

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

"**Allotment Advice**" means the Note or advice or intimation of Allotment sent to the successful Bidders who have been or are to be Allotted the Equity Shares after the Basis of Allotment has been approved by the Designated Stock Exchange.

"**Anchor Investor**" means a Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified under the SEBI ICDR Regulations and the Red Herring Prospectus and who has Bid for an amount of at least ₹ 200.00 lakhs;

"**Applicable Law**" means any applicable law, byelaw, rule, regulation, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), compulsory guidance, rule, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, within or outside India, applicable to the Issue or the Parties including the SEBI Act, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Companies Act, the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, the Foreign Exchange Management Act, 1999, and the rules and regulations made thereunder, and the guidelines, instructions, rules, communications, circulars and regulations issued by the Government of India, the RoC, SEBI, RBI, the Stock Exchanges or by any other governmental, statutory or regulatory authority or any court or tribunal;

"**ASBA**" or "**Application Supported by Blocked Amount**" means an application, whether physical or electronic, used by ASBA Bidders to make a Bid and authorizing an SCSB to block the Bid Amount in the relevant ASBA Account and will include applications made by UPI Bidder where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by the UPI Bidders;

"**Basis of Allotment**" shall mean the basis on which Equity Shares will be Allotted to successful Bidders under the Issue and which is described in the chapter titled ***"Issue Procedure"*** of the DRHP, RHP and Prospectus.

"**Board**" shall have the meaning as prescribed in recital 2..

"**BRLM**" shall mean Book Running Lead Manager to the Issue.

"**Companies Act**" means the Companies Act, 2013 and amendments thereto and erstwhile Companies Act, 1956 as applicable.

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

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

"**Draft Red Herring Prospectus**" means the Draft Red Herring Prospectus to be filed with the BSE SME and disseminate to SEBI in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Issue, including any addenda or corrigenda thereto;

"**Issue Closing Date**" shall mean, except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, which shall be notified in an English national daily newspaper, Hindi national daily newspaper and a local newspaper of Maharashtra, where the registered office of the Company is located, each with wide circulation;

"**Issue Documents**" shall mean and include the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus as and when approved by the Board of Directors of the Company and filed with BSE SME/SEBI and all concerned and related authorities;

"**Issue Opening Date**" shall mean, except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries shall start accepting Bids, which shall be notified in an English national daily newspaper, Hindi national daily newspaper and local newspaper of Maharashtra, where the registered office of the Company is located, each with wide circulation;

"**Issue Period**" shall mean except in relation to any Bids received from the Anchor Investors, the period between the Bid/ Issue Opening Date and the Bid/ Issue Closing Date or the QIB Bid/ Issue Closing Date, as the case may be, inclusive of both days, during which Bidders can submit their Bids, including any revisions thereof.

"**Issue Price**" shall mean the final price at which Equity Shares will be allotted to ASBA Bidders in terms of the Red Herring Prospectus and Prospectus. Equity Shares will be allotted to Anchor Investors at the Anchor Investor Issue



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Price, which was decided by our Company, in consultation with the BRLM, in terms of the Red Herring Prospectus and the Prospectus;

"**Price Band**" The Price Band and the minimum Bid Lot size for the Issue will be decided by the Company in consultation with the BRLM and will be advertised, at least two Working Days prior to the Bid/ Issue Opening Date, in (i) all edition of English National newspaper, (ii) all editions of Hindi National newspaper, and (iii) one daily regional newspaper each with wide circulation. Such advertisement will also disclose the relevant financial ratios calculated at the Floor Price and the Cap Price and will also be available on the websites of the Stock Exchange.

"**Promoters**" means, collectively, Opindersingh Bachattarsingh Baddhan, Jyotish Rajamohanan Nambiar, Sathyapalan Ayadathil Poyil, Meena O Baddhan and Gagandeep Opinder Singh Baddhan

"**Promoter Group**" means and includes such persons and entities constituting the promoter group as per the SEBI ICDR Regulations and as disclosed in the Issue Documents.

"**Prospectus**" shall mean the prospectus to be filed with the RoC in accordance with the provisions of Section 26 of the Companies Act and SEBI ICDR Regulations containing, *inter alia*, the Issue Price, the size of the Issue and certain other information including any addenda or corrigenda thereto.

"**Public Issue Account**" shall mean the bank account to be opened with the Public Issue Bank, under Section 40(3) of the Companies Act to receive monies from the Escrow Account(s) and ASBA Accounts on the Designated Date.

"**Red Herring Prospectus**" or "**RHP**" shall mean the Red Herring Prospectus to be issued in accordance with Section 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Issue including any addenda or corrigenda thereto. The Red Herring Prospectus will be filed with the RoC at least three Working Days before the Bid/Issue Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date.

"**SEBI ICDR Master Circular**" shall mean the SEBI master circular bearing reference number HO/49/14/14(2)2026-CFD-POD2/I/4518/2026 dated June 21, 2023 and updated on February 9, 2026.

"**SEBI RTA Master Circular**" shall mean the SEBI master circular bearing number SEBI/HO/38/13/(4)2026-MIRSDPOD/I/4298/2026 dated February 6, 2026.

"**Stock Exchange**" shall mean the SME platform of BSE Limited i.e. "BSE SME" where the equity shares of the Company are proposed to be listed;

"**SEBI ICDR Regulations**" shall have the meaning ascribed to it in Recital A of this Agreement.

"**Working Day**" shall mean all days on which commercial banks in Mumbai are open for business; provided however, with reference to (i) announcement of Price band; and (ii) Bid / Issue Period, the expression "Working Day" shall mean all days, excluding all Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; (iii) the time period between the Bid / Issue Closing Date and the listing of the Equity Shares on the Stock Exchange, "Working Day" shall mean all trading days of the Stock Exchange, excluding Sundays and bank holidays in Mumbai, as per the circulars issued by SEBI.

2 The Company hereby appoints Bigshare Services Private Limited as Registrar to the Issue and the Registrar accepts such appointment. The Registrar's responsibility under Agreement shall be restricted to the duties of the Registrar as set out herein, and the Registrar shall not be construed to be an agent of the Company, in any other manner whatsoever. For avoidance of doubt, it is clarified that this Agreement does not in any way bind the Company to appoint Bigshare Services Private Limited as the Registrar and Share Transfer Agent ("**RTA**") of the Company. The Company has the absolute right to appoint any other agency as its RTA. In the event of appointment of any agency other than Bigshare Services Private Limited or its associates as RTA, the Registrar shall transfer/part with any and all data pertaining to the investors in the Issue or Equity Shareholders available to it by virtue of being the Registrar to the Issue in a format compatible to the RTA appointed by the Company, without any additional charges.

3 The Registrar declares and undertakes that:

(a) This Agreement has been duly authorized, executed and delivered by it, and constitutes a valid and legally binding obligation of the Registrar, enforceable against it in accordance with the terms hereof. The execution and delivery of this Agreement, and its performance of its obligations hereunder by it, would not conflict with or constitute breach of any applicable law, any judgment, order or decree of any competent court or regulator, or any agreement, deed or undertaking entered into by it.

(b) It has obtained a certificate of registration from SEBI valid from April 9, 2013, bearing Registration No. INR000001385 from SEBI, which is valid permanently unless suspended or cancelled by SEBI (the "**Certificate**"), attached as **Schedule III** hereto. Further, it is a 'fit and proper person' as per the criteria specified in the Schedule II of the SEBI (Intermediaries) Regulations, 2008, as amended. It is not an associate of the Company as mentioned under the SEBI RTA Regulations.

(c) It has not violated any of the conditions subject to which the Certificate has been granted and no disciplinary or other proceedings have been commenced by SEBI and it is not debarred or suspended from carrying on its activities as a Registrar, including this Assignment. It shall ensure that the Certificate remains in force, including by taking prompt steps for its renewal, when due.

(d) It has connectivity with the depositories, namely the National Securities Depository Limited ("**NSDL**") and the Central Depositories Services (India) Limited ("**CDSL**"), and the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance and disaster recovery system and net worth to honor its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post- Issue correspondence. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment indicated herein and that due care, diligence and caution shall be taken and endeavor to ensure that there are no errors in the Assignment to be performed by the Registrar.

(e) It shall perform and fulfill the Assignment, as described herein (including cooperation and compliance with any instructions the Company or the BRLM may issue in terms hereof), and provide such other functions, duties, obligations and services as required by applicable law (including as prescribed by SEBI and the Stock Exchanges and, specifically, the code of conduct specified in Schedule III of the SEBI RTA Regulations and the timelines prescribed by SEBI) in respect of the Issue, in an ethical, diligent, professional and timely manner, and with the highest standards of integrity, fairness, accuracy, due diligence, care and skill. It shall not take up any activities in conflict with the interests of the Company, the BRLM or the Company's shareholders or the investors in the Issue, or in violation of applicable law and procedure notified by SEBI and the Stock Exchanges. It shall make adequate prior disclosure to the Company, and the BRLM of any potential areas of conflict of interest or duties likely to impair its ability to render fair, objective and unbiased services under this Agreement. It shall ensure that the Demographic Details provided by Bidders in the Bid cum Application Forms shall not be used by it for any purpose other than in relation to the Issue.

(f) It shall immediately notify the Company and the BRLM of any expected delay in completion of any of formalities or obligations under this Agreement, or any unavoidable delay or errors committed while completing any such formalities or obligations.

4 The Company hereby declares that it has complied, and agrees to comply, with all applicable laws and prescribed procedures and formalities to enable it to make the Issue. The Company shall extend necessary cooperation to the Registrar on the Issue. If the Registrar receives any instructions under this Agreement, which are not in conformity with applicable law, the Registrar shall immediately notify the Company in writing, pursuant to which the Company, respectively, shall be free to withdraw, modify or clarify such instructions. The Registrar shall cooperate and comply with the instructions of the BRLM, as required in connection with the Issue.

5 The Parties agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule I** hereto, which functions, duties and obligations are inclusive and not exhaustive. The Parties may include further activities agreed mutually but all the activities pertaining to the Assignment shall be listed and agreed between the Parties. The Registrar agrees to undertake all the obligations and responsibilities as Registrar to the Issue specified herein as well as in the underwriting agreement and banker to the issue agreement, the DRHP, the RHP and the Prospectus (collectively, the "**Issue Documents**") insofar as it is not contrary to applicable law. The Registrar consents to the inclusion of its name as the Registrar to the Issue in the Issue Documents and all such other documents as are required for the Issue, and to provide a formal consent letter in the form and manner prescribed under applicable law and as requested by the Company.

6 Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:

a) liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number ("**ISIN**") and for finalizing the tripartite agreements to be entered into with the Depositories, if applicable;

b) liaising with the Company for dematerialization of its Equity Shares held by its existing shareholders including the Promoters and the Promoter Group, prior to filing of the DRHP;

c) reviewing the sections related to the Issue procedure in the DRHP, the RHP and the Prospectus and offering its comments;

d) providing detailed instructions to the Banker's to the Issue (including in relation to Bids by Anchor Investors) and Designated Intermediaries, as applicable, including the format and timeline of receipt of information;

e) intimating the amount of processing fees payable to SCSBs and brokerage and selling commission for Registered Brokers, RTAs and DPs;

f) intimating the Members of the Syndicate, sub-syndicate/agents, SCSBs, Registered Brokers, Brokers, Collecting Depositary Participants and RTAs, who are authorized to collect Application Forms from the applicants, in relation to the Issue (the "**Designated Intermediaries**") before opening of the Issue, the Bid/ Issue Opening Date and Bid/ Issue Closing Date and time, including details of Price Band, Floor Price, Bid/ Issue Period, if any;

g) receiving and providing inputs to the Company for designing and printing the Bid cum Application Forms;

h) collecting, within the timelines prescribed by SEBI and as specified by the Company and the BRLM:



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(i) Bid cum Application Forms from various centers of the Bankers to the Issue and Designated Intermediaries;

(ii) electronic bid data (including ASBA data) from the Stock Exchange;

(iii) aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary;

(iv) the physical Bid cum Application Forms from the Designated Intermediaries; and

(v) PAN, DP ID and Client ID details of valid beneficiary accounts from the Depositories;

in each case, in accordance with the instructions of the Company and the BRLM and reporting any disruptions/ delay in the flow of Bid cum Application Forms from the Banker's to the Issue and the SCSBs to the Company, and the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines;

i) processing all Bids along with Bank Schedules received from the Designated Intermediaries in respect of the Issue and the electronic Bid file received from the Stock Exchange in respect of the Issue;

j) advising the Designated Intermediaries through the Stock Exchange of mismatches, if any, that may warrant a correction of Bid data;

k) where the Registrar requires to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;

l) preparing a physical book on the basis of Bids received from Anchor Investor and delivering it to the Company and the BRLM;

m) during the Issue Period, collecting the Bid file on a daily basis from Stock Exchange/BRLM of ASBA Forms for a value of not more than Rs. 2,00,000/- and validating the DP ID, Client ID and PAN with the Depositories' database and providing a file to the SCSBs, which shall carry out blocking of funds on a daily basis;

n) delivering the final Bid file received from the Stock Exchange containing the Bid cum Application Form numbers and the Bid Amount to all the SCSBs, which shall use it for validation/ reconciliation at their end;

o) reconciling the compiled data received from the Stock Exchange and all SCSBs with the Depositories' database, for correctness of DP ID, Client ID and PAN;

p) informing the Designated Intermediaries of any errors in the Bid details, along with advice to send the rectified data within a specified date;

q) forwarding the exception report to the Stock Exchangs for dissemination to the Syndicate Members no later than one Working Day from the Bid/ Issue Closing Date;

r) rejecting duplicate copies of any Bid cum Application Form (i.e., Bids bearing the same unique identification number);

s) coordinating with the Designated Intermediaries for submission of provisional and final certificates, after taking into account rectifications, if any, and reconciling any data mismatches with each of the Designated Intermediaries;

t) obtaining the demographic details of the Bidders (including PAN and MICR code) from the Depositories, checking this data with the Bid file and highlighting any discrepancies; if PAN is missing, checking whether the Bidder falls under any exempt category;

u) rejecting Bids in case the DP ID, Client ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchange by the Designated Intermediaries do not match with the DP ID, Client ID and PAN available in the Depositories' database and have not been rectified by the SCSB(s) within the specified date;

v) matching and validating the DP ID, Client ID and PAN in the Depositories' database vis-à-vis the electronic Bid file obtained from the Stock Exchange and providing a file of the error Bids, which will be considered as invalid, to the BRLM;

w) entering accurate data based on physical Bid cum Application Forms for the preparation of the Designated Intermediary performance report for resolution of investor grievances;

x) reconciling the electronic data collected from the Stock Exchange and the data collected from the Designated Intermediaries with the details of blocked amount received from the SCSBs;

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y) following and completing all processes in relation to the Issue Documents;

z) keeping a proper record of the Bid cum Applications Forms and monies received from the Bidders blockedin the ASBA Accounts of the respective ASBA Bidders;

aa) complete validation of beneficiary account details;

bb) preparing a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Bidders and Individual Bidders, indicating the technical reasons for rejection of such Bids;

cc) ensuring that any SCSBs applying through ASBA shall apply in the Issue through a separate account opened with another SCSB, it being clarified that the failure of an SCSB to apply through another SCSB shall be rejected on technical grounds;

dd) preparing the complete list of valid Bids (after all rejections, including rejections on technical grounds), and presenting such list category-wise;

ee) validating the electronic Bid details with the Depository records and to reconcile the final certificates received from the SCSBs with the electronic Bid details in terms of the SEBI RTA Master Circulars, SEBI ICDR Master Circular on the basis of which the Basis of Allotment will be finalized;

ff) weeding out Bid cum Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the RHP and as per the directions of SEBI and the Stock Exchanges, it being understood that the technical rejection list will be prepared based on electronic Bid files received from the Stock Exchange without reference to the physical Bid cum Application Forms or their enclosures;

gg) identifying inactive Demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations;

hh) carryingout due procedures in relation to accurately identifying and rejecting multiple applications as provided in the Issue Documents;

ii) providing correct data in time to enable the Company and the BRLM to determine and finalize the basis of allocation and/or the Basis of Allotment in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to allotment of the Equity Shares;

jj) keeping accurately, at all times, the electronic records relating to ASBAs received from the Designated Intermediaries, including:

(i) bids taken from the online IPO system of the Stock Exchanges and Bids furnished by the Designated Intermediaries;

(ii) particulars relating to the allocation and Allotment of Equity Shares against valid Bids;

(iii) particulars relating to the requisite money to be transferred to the Public Issue Account, in accordance with the terms of this Agreement, the Issue Documents and applicable law; and

(iv) particulars relating too rejected/withdrawn/unsuccessful ASBAs.

kk) acting on the details of the Bids submitted by the ASBA bidders which have been withdrawn before finalization of the Basis of Allotment to the Designated Stock Exchange after the Bid/ Issue Closing Date;

ll) assisting in seeking approval of the Basis of Allotment from the Designated Stock Exchange as per applicable law and the Issue Documents, along with the BRLM and the Company;

mm) post approval of the Basis of Allotment by the Designated Stock Exchange, preparing the list of Allottees entitled to receive Equity Shares and prepare the Allotment Advice/CANs in consultation with the Company and the BRLM;

nn) preparing the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar, and on finalization of the Basis of Allotment, to provide the following details to the controlling branches of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account within the timelines specified in the ASBA process:

(i) number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders;

(ii) amount to be transferred from the relevant bank account to the Public Issue Account for each valid Bid and the date by which such amounts are to be transferred and ensuring that the amounts have been transferred to the Public Issue Account as per the timeline mentioned while giving instructions to SCSB; and

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(iii) details of rejected Bids, if any, along with reasons for rejection and details of withdrawn/unsuccessful Bid cum Application Forms, if any, to enable the SCSBs to unblock the relevant ASBA Accounts;

oo) in accordance with applicable law, ensuring that timely instructions are given to SCSBs to unblock the monies blocked for the Bids (of part thereof), which are unsuccessful, rejected and/or withdrawn;

pp) initiating corporate action for credit of Equity Shares to Allottees and ensuring that correct credit to the Allottees' Demat accounts is made in the prescribed time and manner;

qq) receiving confirmation of credit of Equity Shares to the Demat accounts of the Allottees from each of the Depositories and submit such details to the Stock Exchange and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm all formalities are completed;

rr) ensuring that Allotment made is correct and timely uploading of the correct file in the depository system is made;

ss) initiating corporate action to allot Equity Shares to the successful Bidders, including by transfer from the Share Escrow Account, after the approval of Allotment of Equity Shares by the Board of Directors;

tt) coordinating with the concerned Depositories and ensuring that the number of Equity Shares Allotted to each category of Bidders is correct in all respects;

uu) dispatch of CAN/Allotment Advice/un-blocking instructions and credit of Equity Shares to the Allottees' Demat accounts within the time frame indicated in the Issue Documents subject to certain cases kept in abeyance in consultation with the Company/BRLM.

vv) as per the instructions of the BRLM, moving funds from the Public Issue Account to the Company in accordance with the Issue Documents;

ww) Coordinating with Refund Banks for dispatch of refunds whenever the refund send through electronic modes have bounced and maintaining proper records of such refunds;

xx) providing all relevant statements/reports for finalization of Basis of Allotment, listing and trading, post- Issue monitoring reports etc. within the timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM;

yy) capturing data from the electronic Bid data files for payment of brokerage and commission, preparing the schedule of brokerage and commission payable to the Designated Intermediaries, based on the terminals from which the Bids considered eligible for Allotment were uploaded, and ensuring the dispatch of such schedules and statements within two Working Days of the finalization of the Basis of Allotment;

zz) consolidating the list of subscriptions received through the Underwriters to the Issue and evaluating their performance,

aaa) ensuring compliance with applicable law, including, without limitation, SEBI RTA Master Circular and SEBI ICDR Master Circular and any other directions and clarifications issued by SEBI from time to time, in this regard;

bbb) 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 five Working Days of the date of closure of the Issue, to allow the Company to obtain listing and trading approval within the prescribed time;

ccc) finalizing various post- Issue monitoring reports such as the final Issue monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time, in consultation with the BRLM and the Company;

ddd) providing data to allow the Company to publish the Allotment advertisement within the prescribed time;

eee) settling investor complaints and grievances in a timely manner in accordance with applicable law and as required by SEBI and the Stock Exchange, providing regular requisite reports thereof to the Company, and maintaining a complete and accurate record of any grievances received and dealt with under the investor grievance mechanism, for a period of at least three years thereafter;

fff) assisting the Company in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with Designated Stock Exchange;

ggg) providing assistance to the Company and the BRLM in all other work incidental to or connected with processing of electronic Bids, Allotment/investor services/listing permission/ trading permission/ connectivity with the Depositories;

hhh) providing in an accurate and timely manner all information to be provided by it under this Agreement, including providing the BRLM and the Company with detailed data to understand the share of commissions between the BRLM and the Registered Brokers and to calculate the commission payable to the Registered Brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept Bids as per information provided on the websites of the Stock Exchanges;

iii) providing weekly reports to the Company and the BRLM on the (i) status of Equity Shares held in the Demat share escrow account, (ii) status of pending investor complaints in the form required by the Company the BRLM; and

jjj) in case of failure of the Issue, giving appropriate instructions, to the SCSBs to unblock relevant ASBA Accounts.

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

(a) all Bid cum Application Forms received from Bidders in relation to the Issue and final Bid file received from the Stock Exchange and data received from Banker's to the Issue including but not limited to the Bank Schedule, Final Certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account;

(b) final Bid file received from the Stock Exchange;

(c) all the electronic records obtained, received from all Designated Intermediaries, including Bids taken from the online bidding system of the Stock Exchange and the Designated Intermediaries;

(d) particulars relating to rejected Bids in the electronic file which did not get validated for the DP ID, Client ID or PAN with the Depositories' database;

(e) demographic data of the Bidders obtained from the Depositories;

(f) Basis of Allotment of Equity Shares to the Bidders as finalized by the Company in consultation with the Designated Stock Exchange, along with relevant annexures and details;

(g) terms and conditions of the Issue of the Equity Shares;

(h) particulars relating to the amounts to be transferred to the Public Issue account and refunds to be made to investors;

(i) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the Designated Intermediaries;

(j) records of investor communication, including withdrawal requests and communication for verifying DP ID details;

(k) list of names of successful bidders and unsuccessful bidders of the Equity Shares;

(l) particulars relating to the allocation/Allotment of the Equity Shares for the Issue;

(m) details of multiple electronic Bids (determined on the basis of common PAN) rejected by the Registrar;

(n) all Bid cum Application Forms which are rejected and reasons thereof or withdrawn or unsuccessful along with the details of rejected/ withdrawn/ unsuccessful Bid cum Application Forms;

(o) reconciliation between funds deposited in the Escrow Collection Banks or any of their correspondent banks and total of amounts stated in Anchor Investor Form;

(p) refund orders dispatched to the investors and issue of duplicate refund orders if any;

(q) reconciliation between the amount blocked in the ASBA Account of the respective ASBA Bidder based on the Schedule provided by the SCSBs with that of the electronic Bid file received from the Stock Exchange;

(r) details of files in case of refunds to be sent by electronic mode such as NECS/ NEFT/ RTGS etc.;

(s) records of correspondence in respect of investor complaints, grievances or queries;

(t) record of pre-printed Issue stationary like Allotment Advice/CANs, etc., showing details of such stationary received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;

(u) complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which they were disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;

(v) details of files in case of refunds to be sent by electronic mode;



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(w) records 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; and

(x) such other records as may be specified by SEBI, the Company, the SCSBs and/or the BRLM for carrying on activities as Registrar to the Issue.

8 The Registrar shall not, and shall assure that its officers, employees and agents shall not, either before or after the termination of its appointment hereunder, divulge to any third party any confidential information about the Company or the demographic details given by/of the Bidders or the Issue, which come to its knowledge in its capacity as Registrar to the Issue.

9 The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to SCSBs to unblock the bank accounts of the respective ASBA Bidders pursuant to approval of the Basis of Allotment by the Designated Stock Exchange, The Registrar shall be responsible for the correctness and validity of the information relating to any unblocking of funds required to be made that has been provided by the Registrar to the SCSBs, as the case may be.

10 The Registrar shall be responsible for the correctness and validity of the information furnished by it and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

11 The Registrar shall ensure that:

a. investors shall be sent first response within three Working Days after receipt of complaint;

b. the enquiries/ complaints from Bidders, including ASBA Bidders are dealt with adequately and in a timely manner in accordance with applicable law;

c. uniform procedure is followed for processing all Bid cum Application Forms

d. the Registrar has a proper system to track, address and redress investor complaints;

e. adequate steps are taken for proper Allotment and credit of Equity Shares and Unblocking of application monies without delay and as per applicable law;

f. it shall provide status update at a periodic interval to the BRLM and the Company;

g. for the electronic bids which are rejected as invalid because of DP ID/Client ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the necessary rejection data is being shared to SCSBs for unblocking;

h. the information furnished to the Designated Intermediaries in discharging its responsibility is correct and valid; and

i. it maintains an insider list in accordance with the directions of the Company.

12 The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:

a. creation of false market;

b. price rigging or manipulation;

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;

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; and

e. neither it nor any of their Directors, officers, or employees (wherever applicable), or to the Registrar's knowledge, any agent or representative of the Registrar has taken or will take any action in furtherance of an Issue, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Issue; and the Registrar and their affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

13 Immediately on receiving instructions from the Company, the Registrar shall dispatch all refund orders within the period specified in the Issue Documents. The post- Issue stationery including CAN orders, letters of allocation and allocation advice, shall be kept ready and handed over to the Registrar by the Company within one Working Day from

the date of closure of Issue. The Company will arrange to obtain prior approval for the post- Issue stationery from the Stock Exchange. If the Company, as the case may be, is liable to pay interest due to delay in unblocking the amount, where such a delay is attributable solely to the Registrar's failure to provide instructions to the SCSBs to unblock the bank accounts of the respective Bidders within the period stated in the Issue Documents on receiving the instruction to do so from the Company, the Registrar shall be liable to indemnify the Company for the cost incurred by the Company in paying the interest as per the applicable law. If the Company and/or the BRLM are made liable for compensation/damages for delay in credit of shares to investors accounts, where such delay is attributable to the Registrar's failure to credit the shares within the stipulated time/reasonable time/time mentioned in the Issue Documents, rules, regulations and circulars issued by SEBI or in case of any failure or part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company and/or the BRLM for such compensation/damage, loss, claim, liability, costs etc. incurred by the Company and/or the BRLM, as the case may be.

14 In case of refunds through electronic means like NECS, NEFT, Direct Credit or RTGS etc., the Registrar shall be solely responsible to gather the relevant details from the Depositories and provide the Refund Bank(s) with the requisite details and files.

15 Until completion of dispatch of CANs/Allotment Advice and credit of Equity Shares to the Allottees' Demat accounts, the Registrar will not hand over any Bid cum Application Form or other documents or records pertaining to the Issue to any other person (except to the BRLM and the Stock Exchange, subject to the Registrar having provided prior written notice of such disclosure to the Company). The Company agree that they will have access to the data/documents pertaining to the Issue at the office of the Registrar only as provided herein. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the prior written consent of the Company, as the case maybe.

16 The Registrar will handle the Assignment from its office at S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai – 400093, Maharashtra India, which has been declared to SEBI and approved by it for carrying on its activities. This office address shall be printed in all relevant stationery pertaining to the Issue.

17 The stationery including certificates, letters of Allotment and, Allotment/Allocation Advice shall be kept ready and handed over to the Registrar by the Company within fifteen 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 the Issue stationery from the Stock Exchange.

18 The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment Letters/Allotment/Allocation Advice, etc., within two Working Days from the date of closure of the Issue. On closure of the bidding period, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company. The Registrar agrees to return the excess funds to the Company in case the amount on actuals is less than the estimated account.

19 The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over subscription, allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matters.

20 The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching the concerned Designated Intermediary. The Registrar shall extend all necessary support to the Company, the BRLM, the SCSBs, the Registered Broker and the Syndicate as may be required for the smooth and speedy functioning of the ASBA process.

21 The Company agree and acknowledge that the Registrar may request physical Bid cum Application Forms directly from the Syndicate, SCSBs and the Registered Brokers in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.

22 The Registrar will finalize various post- Issue monitoring reports such as the three-day report or final Issue monitoring report, along with the relevant documents/ certificates, in consultation with the post- Issue merchant banker, to be submitted to SEBI within the stipulated time.

23 The Registrar will provide all relevant statements/reports to ensure commencement of trading within the timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM.

24 The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchange designated by the Company and the SEBI, as applicable.

25 Subject to applicable law, all fees and expenses relating to the Issue shall be borne by the Company. The fees and charges payable to the Registrar for handling the Assignment shall be as specified in **Schedule II** hereto, after deducting all taxes, duties and levies as per applicable law, provided that if the Registrar is unable to perform the Assignment as set out in this Agreement, the Registrar shall refund all sums that may have been paid to it by the Company, directly, as the case may be, except for any out-of-pocket expenses.

26 The Company agrees to take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/ omission etc.

27 If performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, then the Party so affected (the "**Affected Party**") shall on giving notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. On receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. The Company may terminate this Agreement on receipt of such a notice from the Registrar. However, the Parties shall continue to be responsible for the work till termination of this Agreement.

28 This Agreement shall be valid until the expiry of one year from the date of closing of the Issue, provided that the Company with respect to itself, may terminate this Agreement, with or without providing any reason, with prior written notice of 10 days, to the other Parties. Further, the Company shall be entitled to forthwith terminate this Agreement vis-à-vis the Registrar, subject to written notice, if (i) the Registrar's Certificate of Registration is suspended/withheld/cancelled or SEBI or any other regulatory authority or any court or tribunal debars or suspends or stops the Registrar from carrying on its activities, (ii) the Registrar is in any way prohibited or restrained, either by an order or direction of the SEBI, any other regulatory authority or any court or tribunal or in any other manner, from carrying on registrar and share transfer agent activities. For avoidance of doubt, if the Company, in consultation with the BRLM, decide not to proceed with the Issue, this Agreement shall stand terminated immediately on written notice to the Registrar.

29 The Registrar shall immediately inform the Company and the BRLM in writing, if, due to any unavoidable/ regulatory reasons, its Certificate is cancelled, suspended or withheld by SEBI, or if it is prohibited or restricted in performing the Assignment by SEBI or any court or regulatory authority, and with progress with regard to any legal action initiated against it/or any of its group entities by any regulator from time to time. In any such event, if it is unable to continue to act as a Registrar to the Issue or perform the Assignment, it shall immediately inform the Company and the BRLM and take steps, in consultation with and as per the directions of the Company and the BRLM, to enable smooth transition of data held by the Registrar in relation to the Issue, at no cost to the Company to another registrar as may be appointed by the Company in consultation with the BRLM.

30 On the expiry or termination of this Agreement, all data and documents in the possession or custody of the Registrar shall be handed over to the Company as may be applicable, and/or the newly appointed registrar to the Issue. In this relation, the Registrar shall, within three working days of being instructed by the Company, transfer all data and documents in its possession in respect of the Issue and the Equity Shares and extend all necessary cooperation, to such other registrar/depository as instructed by the Company, towards taking over duties and responsibilities as the Registrar to the Issue.

31 The Registrar shall redress investor complaints within one month of receipt, during the currency of this Agreement, and shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations. The Company shall extend necessary cooperation to the Registrar for its complying with the SEBI RTA Regulations. The Registrar shall provide a status report of investor complaints and grievances on a fortnightly basis to the Company the BRLM.

32 In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any error or failure in such services rendered by the Registrar, the Registrar, at its own cost, take all measures to immediately rectify such defaults, errors or failure within two days of receipt of written notice by the Company. The Company shall be entitled to forthwith terminate the Agreement, if the Registrar is unable to rectify such defaults within two days of receipt of written notice by the Company, of such default, error or breach.

33 The Registrar shall be directly responsible to, and hereby indemnifies and shall keep indemnified, the Company and the BRLM and their respective directors, officers, employees, agents, affiliates, representatives and advisors from and against all suits, claims, actions, losses and demands which may be made or commenced against any such indemnified parties, by SEBI and/or the Stock Exchange and/or any other statutory or regulatory authority or a court of law or any Bidder or holder of Equity Shares or other third party as a consequence of any act, omission, error, failure or deficiency on the part of the Registrar or any of its directors, officers, employees, agents, affiliates or representatives in performing the Assignment and services hereunder, provided that the Registrar shall not be liable for any indirect or consequential loss caused to the due to error or omission committed by it in good faith, where the Registrar has not acted negligently or committed an act of willful misconduct.

34 The Company will bear expenses for legal advice or action which may have to be taken by it for no lapse on the part of the Registrar but for any eventuality which may arise in connection with the Issue.

35 The Registrar may have to provide certain information regarding the Bidders to certain statutory and regulatory authorities including, without limitation, income tax authorities. The Parties acknowledge that providing such information strictly for such purpose shall not be in violation of this Agreement.

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36 Any notice, communication or documents may be given by personal delivery, registered or speed post, or by facsimile. The notice, communication or document shall be deemed to have been served on the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered or speed post on expiration of three working days after the notice shall have been delivered to the post office for onward dispatch and if given by facsimile, on transmission thereof, provided however that any notice by fax shall be confirmed in writing. All notices to the Parties shall be addressed as under:

If to the Company:

**OM Galaxy Limited**
**Address**: 4/5/6, Blue Chip No 5, Industrial Estate,
Sativali Road, Village Valiv, Vasai,
Thane, Maharashtra-401208, India
**Email:** info@omgalaxymould.com
**Telephone:** + 91-8605996644
**Attn**: Opindersingh Bachattarsingh Baddhan

If to the Registrar:

**BIGSHARE SERVICES PRIVATE LIMITED**
**Address**: S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre
Mahakali Caves Road, Andheri (East), Mumbai – 400093
Maharashtra India.
**Email:** ipo@bigshareonline.com
**Telephone:** 022 6263 8200

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

37 Non-compliance with any of the covenants contained herein by any Party shall be reported to the SEBI within seven days by any other Party and shall also be reported to the BRLM immediately.

38 If any dispute, difference or claim arises between the Parties in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve such dispute through negotiation. If the dispute is not resolved through negotiation within 15 days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Registrar, one by the Company and one jointly by the appointed arbitrators). All proceedings in any such Arbitration shall be conducted under The Arbitration and Conciliation Act, 1996, and shall be conducted in English. The Arbitration shall take place in Mumbai, Maharashtra, India.

39 Subject to Clause 38 above, any disputes arising in connection with this Agreement shall be subject to courts having jurisdiction in Mumbai, India. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to conflict of laws rules.

40 The Registrar shall not be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties.

41 This Agreement constitutes the entire understanding among the Parties and supersedes all prior discussions and agreements, oral or written, between any of the Parties relating to the Assignment.

42 No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative.

43 The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce any provision of this Agreement.

44 The Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, provided that Clauses 5, 6, 7, 8, 9, 10, 11, 12, 22, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 43 and this Clause 44 shall survive termination of this Agreement. For avoidance of doubt, it is clarified that if the Agreement is prematurely terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination.

45 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

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*This signature page forms an integral part of the Registrar Agreement entered into between the Company and the Registrar*

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

**SIGNED FOR AND ON BEHALF OF OM GALAXY LIMITED**

OM GALAXY LIMITED
VASAI
(E)

**Name**: **Opindersingh Bachattarsingh Baddhan**
**Designation**: Chairman and Managing Director

Bigshare Services Private Limited
Mumbai

***This signature page forms an integral part of the Registrar Agreement entered into between the Company and the Registrar***

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

**SIGNED FOR AND ON BEHALF OF BIGSHARE SERVICES PRIVATE LIMITED**

Bigshare Services Private Limited
Mumbai

**Name:** Babu Rapheal C.
**Designation:** Dy. General Manager

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(E)

## SCHEDULE I

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

| S. No | Activity | Party Responsible |
|---|---|---|
| **I.** | **PRE-ISSUE WORK** | |
| 1. | Design of Application Form, bank schedule, pre-printed stationery, in conformity with applicable law | BRLM/ Registrar |
| 2. | Finalisation of bankers to issue, list of branches, controlling and collecting branches | Company in consultation with the BRLM |
| 3. | Preparing and issuing detailed instructions on the procedure to be followed by the Designated Intermediaries and bid as per information provided on the websites of the stock exchanges | Registrar in consultation with the BRLM |
| 4. | Placing of orders for and procuring pre-printed stationery | Registrar in consultation with the Company |
| **II.** | **ISSUE WORK** | |
| 1. | Obtaining the electronic bid data from the Stock Exchange | Registrar |
| 2. a.<br>b.<br>c. | Collection of final certificate and schedule pages from nodal branches of SCSBs<br>Collection of Application Forms from the Designated Intermediaries<br>Processing all Application Forms in respect of the Issue | Registrar |
| 3. | On closure of the Issue, collecting Bid files from the Stock Exchanges and validating the DP ID, Client ID and PAN with the Depositories' database and providing a file through the BRLM to the concerned syndicate member of the error Bids, which will be considered as invalid | Registrar |
| 4. | Informing the Stock Exchange/SEBI and providing necessary certificates to Lead Managers on closure of the Issue | Company/Registrar |
| 5. | Preparing Underwriter statement in the event of under subscription and seeking extension from Stock Exchange for processing | Registrar/ Company/BRLM |
| 6. | Preparation of inverse number | Registrar |
| 7. | Sending the electronic bid file with certain fields like application number and amount or any other additional fields as maybe required by the SCSBs to all the SCSBs to facilitate validation of Bid cum Application Forms for Bids entered in the Stock Exchange | Registrar |
| 8. | Reconciliation of number of forms, Equity Shares applied for and money blocked with final certificate received from the SCSBs | Registrar |
| 9. | Reconciliation of compiled data received from Stock Exchange(s) in respect of Bid cum Application Forms | Registrar |
| 10. | Matching the reconciled data with the Depositories; database for correctness of DP ID, Client ID and PAN quoted in the Bid downloaded from the Stock Exchange | Registrar |
| 11. | Reject all forma in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the Depositories' database | Registrar |
| 12. | Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of stock exchanges with SCSB data | Registrar |
| 13. | Matching with data/reconciliation with Bank Schedules and the final certificate | Registrar |
| 14. | Collection of requests, if any for withdrawal of the Application Form and acting thereon received before finalization of the Basis of Allotment | Registrar |
| 15. | Uploading of beneficiary account details to depositories | Registrar |
| 16. | Matching with depository details | Registrar |
| 17. | Identify and reject Bids with technical faults and multiple Bids with reference to applicable law and procedure; prepare the list of technical rejection cases including rejected Bids based on mismatch between electronic Bid details and Depositories' database | Registrar/ BRLM/ Company |
| 18. | Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange | Registrar |
| 19. | Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if allotment cannot be made within stipulated time. | Company/BRLM |
| 20. | Keeping a proper record of applications and monies blocked from the Bidders and paid to the Company/SCSBs/Bankers to the Issue | Registrar |
| 21. | Finalizing Basis of Allotment after approval of the Designated Stock Exchange | Company/ Registrar |
| 22. | Preparation of fund transfer schedule based on the approved Basis of Allotment | Registrar |
| 23. | Assisting the company in Instructing the Depositary to carry on the lock-in for pre- Issue capital | Registrar |
| 24. | Preparation of list of Allotted entitled to be allocated Equity Shares | Registrar |
| 25. | Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and Individual Bidders, along with reasons for rejection of the Bids | Registrar |
| 26. | Allotment of Equity Shares on the basis of formula devised by Stock Exchange | Company/ Registrar |
| 27. | Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account within the timelines specified in the ASBA process: | Registrar |



OM GALAXY LIMITED VASAI (E)

Bigshare Services Private Limited Mumbai

| S. No | Activity | Party Responsible |
|---|---|---|
| | (i) Number of shares to be allotted against each valid ASBA application<br>(ii) Amount to be transferred from relevant bank account to the Company's Public Issue Account, for each valid ASBA<br>(iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account.<br>(iv) Details of rejected ASBAs, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs to unblock the respective bank accounts. | |
| 28. | Assisting in obtaining certificate from auditor's/practicing company secretary that the Allotment has been made as per the approved Basis of Allotment | Company/ Registrar |
| 29. | Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by the Designated Stock Exchange for applicable categories | Registrar |
| 30. | Preparation of allotment register-*cum*-return statement, index register | Registrar |
| 31. | Credit too respective demat accounts in the time specified in the Draft Prospectus DRHP, the RHP and the Prospectus and as prescribed by SEBI | Registrar |
| 32. | Preparation of list of Registered Brokers, SCSBs, SEBI registered RTAs and DPs authorized to accept and bid as per information provided on the websites of the Stock Exchange, to which brokerage is to be paid including brokerage for bids through the E-IPO mechanism | Registrar |
| 33. | Printing of distribution schedule for submission to the Stock Exchange where listing is being done. | Registrar |
| 34. | Overprinting of Allotment Advice | Registrar |
| 35. | Mailing of documents by registered post wherever required | Registrar |
| 36. | Binding of application forms, application schedule and computer outputs | Registrar |
| 37. | Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value | Company |
| 38. | Dispatch of CANs and Allotment Advice within the timeframe specified in Issue Documents and applicable law | Registrar |
| 39. | To ensure that Equity Shares are Allotted only to permitted categories of investors | Registrar |
| 40. | To ensure that Equity Shares are Allotted to persons and entities in accordance with the provisions of the Draft Prospectus DRHP, the RHP and the Prospectus | Registrar/ Company |
| 41. | To ensure settlement of all investor complaints | Registrar/ Company |
| 42. | Publishing the Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Issue opening/closing advertisements have appeared earlier | Registrar/ Company in consultation with the BRLM |
| 43. | Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM | Registrar |
| 44. | Providing information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FIIs, non-residents etc. | Registrar |
| 45. | Finalizing various post- Issue monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/BRLM | Registrar |
| 46. | Establishing proper grievance redressal mechanism during the Issue period and after the closure of the Issue, as per the Issue Documents | Registrar/ Company |
| 47. | Calculation of commission payable to the Registered Brokers, SCSBs, SEBI registered RTAs and DPs authorized to accept Bids as per information provided on the websites of the Stock Exchanges and providing details of such commission to the Company and the BRLM | Registrar |

Bigshare Services Private Limited ★ Mumbai

OM GALAXY LIMITED ★ VASAI (E)

## SCHEDULE II

### Fees Payable to the Registrar

The following is our fee structure for all the activities in a Book Built Issue proposal:

| S.NO | PARTICULARS | UNIT | FEES (Rs.) |
|---|---|---|---|
| 1. | Processing Fee | | Lumpsum Rs. 60,000/ - |
| 2. | Validation of Depository Details | | |
| 3. | Preparation of files to ASBA banks for blocking/ unblocking of investors account | | |
| 4. | Recon between bid files & amount blocked by ASBA Banks | | |
| 5. | Basis of Allotment | | |
| 6. | Fees payable for coordination, collection of applications and schedules, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids | | |
| 7. | Assisting the Company in Listing. | | |
| 8. | Servicing of Investor, Hosting Investor Allotment / non allotment information on BSPL Website | | |
| 9. | Sending Email intimations to allottees / non allottees | | Rs. 0.50 per email |
| 10. | Sending SMS to applicants for unblock of funds / credit of shares as per new SEBI circular April 2022 | | Rs. 0.50 per SMS |
| 11. | Out-of-pocket Expenses | | As Per *Schedule A* |

**SCHEDULE A: Charges below will be based on Actuals**

1. Postal rates at current rates are:
   For allotment intimation through Inland Letter @ Rs 2.5 per article overprinting cost Re 1.00 per inland letter.
2. Travel/Conveyance/Courier/Telecommunication/ Stationery/Consumable expenses/ NSDL & CDSL charges towards download of demographical details of applicants, Corporate action of Lock in, Credit of Shares, DP charges for Escrow account for OFS and Audit Fees (if applicable), etc. will be paid directly to respective entities by the Company
3. Mailing & labour charges would be Re. 1.00 per article subjected minimum of Rs. 5,000.00.

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

**Reimbursement of other expenses**

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

**Pre-printed stationery**

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

Bigshare Services Private Limited Mumbai

OM GALAXY LIMITED VASAI (E)

**Schedule III**

**Certificate of Registration of the Registrar**

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

प्ररूप ख
FORM B

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)

001343

Regulation 8A

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

PERMANENT REGISTRATION

I. बोर्ड, भारतीय प्रतिभूति और विनिमय अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग 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

BIGSHARE SERVICES PVT LTD
E/2-3, ANSA INDUSTRIAL ESTATE
SAKI – VIHAR ROAD, SAKINAKA
ANDHERI (E), MUMBAI-400 072

को नियमों 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 है।

II. Registration Code for the registrar to an issue and share transfer agent is **INR000001385**

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

III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र
तक विधिमान्य है।

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

आदेश से
भारतीय प्रतिभूति और विनिमय बोर्ड
के लिए और उसकी ओर से
By order
For and on behalf of
Securities and Exchange Board of India

स्थान Place MUMBAI

तारीख Date APRIL 09, 2013

K. SARAVANAN
प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

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

Bigshare Services Private Limited Mumbai

OM GALAXY LIMITED VASAI (E)

भारतीय गैर न्यायिक

भारत INDIA

500

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FC 335318

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. 800000२९
20 AUG 2026
सक्षम अधिकारी

श्रीमती निलिमा देसाई

This Stamp paper forms an integral part of the Amendment to the Registrar Agreement entered by and between OM Galaxy Limited and Bigshare Services Private Limited dated 26th August, 2026.

**AMENDMENT TO THE REGISTRAR AGREEMENT**

**DATED AUGUST 26, 2026**

**BY AND AMONG**

**OM GALAXY LIMITED**

**AND**

**BIGSHARE SERVICES PRIVATE LIMITED**

## AMENDMENT TO THE REGISTRAR AGREEMENT

This amendment to the registrar agreement is entered into on this 26th day of August, 2026 at Vasai, Maharashtra (the "**Amendment Agreement**"):

**BY AND AMONGST**

1. **OM GALAXY LIMITED**, a company incorporated under the Companies Act, 1956, bearing Corporate Identity Number U33127MH2008PLC187382 having its registered office at 4/5/6 Blue Chip No 5, Industrial Estate, Sativali Road, Village Valiv, Vasai, Thane, Maharashtra-401208, India (hereinafter referred to as the **"Company"** or **"Issuer"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;

**AND**

2. **BIGSHARE SERVICES PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 bearing Corporate Identification Number U99999MH1994PTC076534 and having its Registered Office at S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai – 400093, Maharashtra India (hereinafter referred to as the **"Registrar"/ "Registrar to the Issue"**), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**.

**WHEREAS**

A. The Parties entered into a registrar agreement dated March 25, 2026 (the "**Registrar Agreement**") pursuant to the SEBI ICDR Regulations in connection with the Issue for the proposed initial public offering in accordance with the Companies Act, 2013 and the rules made thereunder (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**") and other Applicable Laws , at the price determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations in accordance with the Applicable Laws by the Company, in consultation with the Book Running Lead Manager to the Issue (the "**Issue Price**") and to list its Equity Shares on the SME Platform of BSE Limited ("**BSE SME**" or "**Stock Exchange**"), the designated Stock Exchange.

B. The Company filed the Draft Red Herring Prospectus dated March 30, 2026 with BSE SME and subsequently, the Company has received the in-principle approval from BSE SME for insertion of its name in the Red Herring Prospectus/Prospectus vide letter dated June 29, 2026 ("**In-Principle Letter**"). The Company now proposes to file the Red Herring Prospectus and the Prospectus with the Registrar of Companies, Mumbai-II ("**RoC**"), the BSE SME and SEBI in accordance with the Companies Act and the SEBI ICDR Regulations.

C. The Company has decided to revise the size of the Issue from upto 96,00,000 Equity Shares to upto 1,16,67,200 Equity Shares, pursuant to the resolution passed by the Board of Directors in their meeting held on August 25, 2026 and the special resolution passed by the shareholders of the Company dated August 26, 2026 in accordance with Section 62(1)(c) of the Companies Act.

D. Accordingly, in terms of the Registrar Agreement, the Parties have mutually agreed to amend certain provisions of the Registrar Agreement to record the changes mentioned above and have agreed to enter into this Amendment Agreement.

### 1. DEFINITIONS AND INTERPRETATION

1.1. All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Registrar Agreement or the Issue Documents (as defined under the Registrar Agreement), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Issue Documents shall prevail, to the extent of any such inconsistency or discrepancy.

1.2. Unless the context otherwise requires, any reference to the Registrar Agreement shall be construed to mean the Registrar Agreement as amended by this Amendment Agreement and this Amendment Agreement shall constitute a part of, and shall be read together with the Registrar Agreement and shall constitute the entire understanding between the Parties.

1.3. The rules of interpretation set out in Clause 1.2 of the Registrar Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement mutatis mutandis.

1.4. In case of conflict between the provisions of this Amendment Agreement and the Registrar Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

## 2. EFFECTIVENESS

This Amendment Agreement shall come into effect from the date of the execution of this Amendment Agreement. All references to the Registrar Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement.

## 3. AMENDMENTS TO THE REGISTRAR AGREEMENT

3.1. The Parties agree that the existing Recital 1 of the Registrar Agreement shall be replaced in its entirety with the following:

*"The Company propose to undertake an initial public offering of upto 1,16,67,200 equity shares of the Company bearing face value of ₹ 5 each (the "**Equity Shares**") comprising a fresh issue of Equity Shares by the Company (the "**Issue**"), in accordance with the Companies Act, 2013 and the rules made thereunder (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**") and other Applicable Laws (defined below), at such price as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations in accordance with the Applicable Laws by the Company, in consultation with the Book Running Lead Manager (as defined below) to the Issue (the "Issue Price"). Certain equity shares will be reserved for subscription by the market maker to the Issue from the Issue size (the "market maker reservation portion"). The Issue may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (as defined below), by the Company, in consultation with the BRLM, in accordance with the SEBI ICDR Regulations."*

3.2. The Parties agree that existing **Recital 3** of the Registrar Agreement shall be replaced in its entirety with the following:

*"The board of directors of the Company (the "**Board of Directors**") pursuant to the resolution dated February 10, 2026 and August 25, 2026 have approved and authorized the Issue. Further, the Shareholders of the Company pursuant to a special resolution in accordance with Section 62(1)(c) of the Companies Act have approved the Fresh Issue pursuant to a special resolution dated February 16, 2026 and August 26, 2026. The Issue shall be conducted through Book Built Issue pursuant to Schedule XIII of the SEBI ICDR Regulations (as defined below)."*

## 4. MISCELLANEOUS

4.1. Parties to this Amendment Agreement represent that they have taken all applicable corporate action to authorize the execution and consummation of the Amendment Agreement or have the requisite and proper authorization to execute this Amendment Agreement, as applicable. The Parties undertake to furnish satisfactory evidence of the same upon request. Further, this Amendment Agreement constitutes a valid and legal binding agreement with respect to matters stated herein.

4.2. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Registrar Agreement shall remain unchanged and shall continue in full force and effect and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof.

4.3. The Registrar Agreement shall stand modified to the extent stated in this Amendment Agreement. The Registrar Agreement read along with this Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Registrar Agreement and all terms and conditions of the Registrar Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement.

4.4. If any provision or any portion of a provision of this Amendment Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amendment Agreement but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties shall use their best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

4.5. Execution of this Amendment Agreement shall be without prejudice to any accrued rights and obligations of the Parties under the Registrar Agreement, prior to the execution of this Amendment Agreement. For the avoidance of doubt, any accrued rights and obligations of the Parties under the Registrar Agreement, prior to amendment under this Amendment Agreement shall survive any amendment pursuant to this Amendment Agreement and shall continue to bind the respective Parties unless expressly waived in writing by such Party.

4.6. No modification, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of the Parties.

4.7. The Parties hereby consent to the disclosure of this Amendment Agreement, in part or in full, in the Issue Documents, along with making this Amendment Agreement available to the public for inspection as required under Applicable Law and for purposes of submission with the regulatory authorities, as applicable.

## 5. COUNTERPARTS

5.1. This Amendment Agreement may be executed in 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.

5.2. This Amendment Agreement may be executed by delivery of a portable document format ("**PDF**") copy of an executed signature page with the same force and effect as the delivery of an executed signature page. In the event any of the Parties delivers signature page in PDF, such Party shall deliver an executed signature page, in original, within seven Working Days of delivering such PDF copy or at any time thereafter upon request; provided, however, that the failure to deliver any such executed signature page in original shall not affect the validity of the signature page delivered in PDF format or that of the execution of this Amendment Agreement.

*[The remainder of this page has been intentionally left blank]*

*This signature page forms an integral part of the Amendment to the Registrar Agreement entered into by and among the Company and the Registrar to the Issue.*

**IN WITNESS WHEREOF,** this Amendment Agreement to the Registrar Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written.

**Signed for and on behalf of Om Galaxy Limited**

**Name:** Opindersingh Bachattarsingh Baddhan
**Designation:** Chairman and Managing Director
**DIN:** 02258211

OM GALAXY LIMITED ★ VASAI (E)

*This signature page forms an integral part of the Amendment to the Registrar Agreement entered into by and among the Company and the Registrar to the Issue.*

**IN WITNESS WHEREOF,** this Amendment Agreement to the Registrar Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written.

**Signed for and on behalf of Bigshare Services Private Limited**

Bigshare Services Private Limited
Mumbai

**Name:** Babu Raphael C.
**Designation:** Dy. General Manager