

THIS REGISTRAR AGREEMENT

AMONG

CAMEO CORPORATE SERVICES LIMITED
(Registrar to the Issue)

AND

ALPS DIGITAL DEVICES LIMITED
(Formerly Known as Alps Distributors Private Limited and Alps Digital Devices Private Limited)
(the Company)

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

A handwritten signature in black ink, appearing to be a stylized representation of the letters "R" and "D".

നോൺ ജുഡീഷ്യൽ

NON JUDICIAL

₹ 500

₹ 500

കേരള സർക്കാർ

GOVERNMENT OF KERALA

e-Stamp

Director Director Director Director Director Director Director Director Director Director
e-Stamp Serial Number : 202627000004180294

Director Director Director Director Director Director Director Director Director Director
Verification Code : 248964546V

Govt. Reference No. (GRN)
Purpose

KL027322876202627E
: Agreement or memorandum of an agreement - if not otherwise provided for

Director Director Director Director Director Director Director Director Director Director
Amount of Stamp Paper Purchased in Numeral
Amount of Stamp Paper Purchased in Words
Stamp Paper Purchased on
First Party Name
First Party Address

₹ 500 Director Director Director Director Director
: Rupees Five Hundred
: 11/09/2026 12:34:48
Director Director Director Director Director

Director Director Director Director Director Director Director Director Director Director
Second Party Name
Second Party Address

: M D
ALPS DIGITAL DEVICES LIMITED, 28/73A, G-63,
Panampilly Nagar, Cochin, Ernakulam, Kerala, India -
682036

Director Director Director Director Director Director Director Director Director Director
Vendor Code & Name
Treasury Code & Name

1102964 - JAYADEV K.B.
: 1110 - Additional Sub Treasury, Ernakulam

Director Director Director Director Director Director Director Director Director Director
Please write or type below this line
Director Director Director Director Director Director Director Director Director Director
Director Director Director Director Director Director Director Director Director Director
AGREEMENT BETWEEN THE REGISTRAR
TO AN ISSUE AND THE ISSUER COMPANY

Director Director Director Director Director Director Director Director Director Director
This agreement (the "Agreement") is made at Chennai, Tamil Nadu on this 22nd September 2026
BETWEEN

Director Director Director Director Director Director Director Director Director Director
CAMEO CORPORATE SERVICES LIMITED, a Company incorporated under the Companies Act, 1956,
having CIN: U67120TN1998PLC041613 and having its Registered Office at 'Subramanian Building', No.1,
Club House Road, Chennai 600002, and represented by its Director, Mr. R.D.RAMASAMY having DIN No.
01649263 (hereinafter referred to as "THE REGISTRAR" which expression shall unless repugnant to the
context mean in relation to the said company, its successors and permitted assigns), of the FIRST
PART

Director
R.D.RAMASAMY
Director

This can be verified by https://e Stamp.treasuryindex.phps/Stamp_search
using e-Stamp Serial Number and Verification Code



ALPS DIGITAL DEVICES LIMITED (FORMERLY KNOWN AS **ALPS DISTRIBUTORS PRIVATE LIMITED AND ALPS DIGITAL DEVICES PRIVATE LIMITED**), incorporated under the Companies Act, 1956, having CIN No. U51909KL2014PLC036043 and having its Registered office at Door No. Old No 2873-1956, having CIN No. U51909KL2014PLC036043 and having its Registered office at Door No. Old No 2873-1956, having CIN No. U51909KL2014PLC036043, Elders Forum Road, Pattimully Nagar, Punalikunam, Punalikunam, Kerala, A. G-61 (Bhow Door No. 55/84/9/A), Elders Forum Road, Pattimully Nagar, Punalikunam, Punalikunam, Kerala, India, 682036, and represented by its Chairman and Managing Director George Thomas, having DIN No. 00282512 (Hereinafter referred to as "THE COMPANY"/ "ISSUER") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its Successors and permitted assigns), of the
OTHER PART.

WHEREAS

- NOW THEREFORE THE COMPANY AND THE REGISTRAR DO HEREBY AGREE AS FOLLOWS:

- FOR CAMEO CORPORATE SERVICES LIMITED

ALPS Digital Devices
Cochin-36
* Ltd.

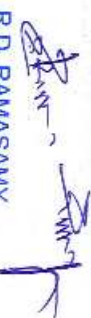
herein, and the Registrar shall not be construed to be an agent of the Company, in any other manner whatsoever. For avoidance of doubt, it is clarified that this Agreement does not in any way bind the Company to appoint Cameo Corporate Services Limited as the Registrar and Share Transfer Agent ("RTA") of the Company. The Company has the absolute right to appoint any other agency as its RTA. In the event of appointment of any agency other than Cameo Corporate Services Limited or its associates as RTA, the Registrar shall transfer/part with any and all data pertaining to the investors in the 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.

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

3. The Registrar declares and undertakes that:

- (a) It has obtained a certificate of registration dated January 13, 2012, bearing Registration No. INR000003753 from SEBI, which is valid as on the date of this Agreement (the "Certificate"), attached as Schedule III hereto. Further, it is a fit and proper person, as per the criteria specified in the SEBI (Criteria for Fit and Proper Person) Regulations, 2004 and Schedule II of the SEBI (Intermediaries) Regulations, 2008. It is not an associate of the Company as mentioned under the SEBI RTA Regulations.
- (b) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred or suspended by SEBI 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.
- (c) 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.
- (d) It shall perform and fulfill the Assignment with the highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III to the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, and shall act in an ethical manner in all its dealings with the Company, investors etc., and that it will not take up any activities which are likely to be in conflict with its own interests, interests of the Company and investors or contrary to or in violation of the directions issued by SEBI.
- (e) It shall carry out the Assignment and complete all the formalities within the specified time limits as per the relevant statutes, SEBI Guidelines and stock exchange regulations:
The Registrar shall immediately notify the Issuer and the Book Running Lead Managers about any likely delay in completion of any of the formalities.
- (f) It has the requisite infrastructure, facilities, personnel, capability and net worth to comply with its obligations under this Agreement;
- (g) It shall ensure that adequate resource, including qualified manpower, is dedicated in the performance of the Assignment, and that there are no errors in the services to be performed by the Registrar.

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director



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

5. The Company hereby declares that it has complied with and agrees to continue to comply with all statutory formalities under the Companies Act, the SEBI Guidelines and other applicable legislation, rules, regulations and guidelines to enable it to make the said public issue. The company also agree that it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any rules, regulations and guidelines issued by SEBI.

6. The Company and the Registrar agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in Schedule I hereto, which is indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended. The Registrar agrees to undertake all the responsibilities listed for the Registrar herein, as well as in the Underwriting Agreement, Escrow Agreement, Syndicate Agreement, Market Maker Agreement the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus to be issued by the Company in relation to the said public Issue (collectively, the "Transaction Documents"). The Registrar agrees to the inclusion of its name as the Registrar to the Issue in all such documents as required for the said public Issue.

The Registrar and the Company hereby agrees that the fee and charges payable to the Registrar for handling the Assignment shall be as specified in Schedule II hereto.

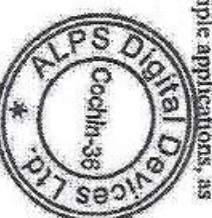
7. Without prejudice to the above, the Registrar's functions in relation to the said public Issue shall include, without limitation, the following:

- (a) Collecting Final Certificates from ASBA bankers in respect of the Issue;
- (b) Maintaining a proper record of applications and monies received from investors and paid to the Company/Bankers to the said public Issue;
- (c) Providing accurate data in a timely manner to enable the Company to finalise the basis of allocation and allotment in coordination with the Designated Stock Exchange, for timely approval of the basis of allotment;
- (d) Preparation of a list of allottees entitled to allocation of Equity Shares, post communication of the basis of allotment by the Company;
- (e) Ensuring correct credit to the respective demat accounts in a timely manner, as specified in the Transaction Documents and required under applicable legislation, rules, regulations and guidelines;
- (f) Ensuring that allotment made is correct and timely uploading of the correct file in the depository system;
- (g) Coordinating with the concerned depository and ensuring that the number of Equity Shares allocated to each category of bidders is correct in all respects;
- (h) Dispatching of share certificates, refund orders, credit of shares to the allottees' demat accounts within the timeframe indicated in the Transaction Documents, subject to certain cases being kept in abeyance in consultation with the Company/Book Running Lead Managers (BRLMs). It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of ECS/RTGS/NEFT pursuant to SEBI's circular SEBI/CFD/DIL/DIP/18/2006/201 dated January 20, 2006 and as provided in the Transaction Documents;
- (i) Carrying out due procedures in relation to processing of multiple applications, as provided in the Transaction Documents; and

For CAMEO CORPORATE SERVICES LIMITED

R.D. RAMASAMY

Director



(i) Complying with procedures for monitoring the activities of intermediaries.

8. The Registrar shall maintain necessary records in relation to the Issue, including, without limitation, the following:

- (a) All applications received from investors in relation to the Issue;
- (b) All rejected applications along with reasons thereof;
- (c) Basis of allocation of Equity Shares to investors as finalised by the Company in consultation with the Designated Stock Exchange, along with relevant annexures;
- (d) Terms and conditions of offer of the Equity Shares;
- (e) Details of allotment of the Equity Shares;
- (f) List of names of successful and unsuccessful bidders of the Equity Shares;
- (g) Particulars of allocation/allotment of the Equity Shares for the Issue;
- (h) Particulars relating to monies to be transferred to the public offer account and refunds to be made to bidders;
- (i) Refund amount sent to investors in respect of application monies received from them in response to the Issue
- (j) Reconciliation between funds deposited in the Escrow Bank and total of amounts stated in Bid Cum Application Forms received in the Issue;
- (k) Details of files in case of refunds to be sent by ASBA
- (l) Such other records as may be specified by SEBI, the Company and/or the BRLM for acting as the Registrar to the Issue.

Subject to the provisions of any other law, the Registrar shall preserve all the aforesaid information for a minimum period of three years subject to agreement with the Company. The Registrar shall, in a timely manner, provide the Company or any of their assignee any report that may be required by them, using the information specified above.

9. The Registrar shall ensure that:

- (a) The enquiries/complaints from applicants/investors are dealt with adequately and in a timely manner in accordance with applicable, rules, regulations and guidelines.
- (b) The Registrar has a proper system to track and address investor complaints; and
- (c) Adequate steps are taken for proper allocation of Equity Shares and refund of application monies without delay and as per applicable law.

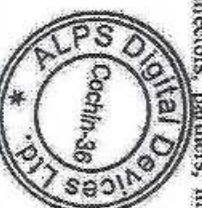
10. The Registrar undertakes that it shall not generally, and particularly in respect of any Dealings in the Equity Shares be party to:

- (a) Creation of false markets;
- (b) Price rigging and manipulation;
- (c) passing of unpublished price sensitive information to brokers, members of the stock exchanges and other intermediaries in the securities market, or taking of any other action that is not in the interest of the investors; and
- (d) Any insider trading, either by itself or through its directors, partners, managers, associates or relatives.

FOR CAMCO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

6





11. The Registrar shall not divulge to any third party any confidential information relating to the Company, which comes to its knowledge in its capacity as Registrar to the said public issue.
12. The Registrar will handle the Issue work from its office(s) at 'Subramanian Building', V Floor, No.1, Club House Road, Chennai 600002, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the said public Issue.
13. The Registrar shall extend all necessary assistance to the public representative deputed by the Designated Stock Exchange. In case of an over-subscription, allotments shall be made in the presence of a stock exchange representative.
14. The Issue stationery including refund orders, letters of allocation and allocation advice, shall be kept ready and handed over to the Registrar by the Company within 3 days from the date of closure of issue and the Company shall be responsible for any delay on this account.
15. The company agrees to take special contingency insurance policy to cover risk rising out of fraud, forgery, errors of commission/omissions, etc.
16. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for despatching of Allotment Advices, brokerage warrants, etc. On allotment, the Registrar shall submit an estimate of work done and funds required for postage. The Registrar shall maintain a proper account of expenses incurred by it on behalf of the Company.
17. The Company agrees that formats of all reports, statements, share certificates, if any and other documents shall be in conformity with the standard designs approved by the stock exchange.
18. Should there be major change in the date of opening of the issue from that indicated above or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious sustained, political or industrial disturbance or in any event caused by *force majeure*, this Agreement may be terminated with mutual consent. The advance amount paid to the Registrar at the time of signing of this agreement shall not be refunded, in case of termination of this Agreement however, the Registrar shall continue to be responsible for the work till termination of the contract. Additionally, the Company shall be entitled to terminate this Agreement in the event of a cancellation or suspension of the Registrar's certificate of registration by SEBI, or in case the SEBI debars the Registrar from carrying on its activities.
19. In the event, the Company, in consultation with the Book Running Lead Managers, decides not to proceed with the Issue, this Agreement shall stand immediately terminated without the Registrar having recourse to compensation from the Company. Further, the Company may terminate this Agreement with or without cause upon giving 10 days' notice to the Registrar of its intention to terminate the Agreement. Should the Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination. The advance amount paid to the Registrar at the time of signing of their agreement shall not be refunded, in case of termination of this agreement. However, the Registrar shall continue to be responsible for this Agreement until termination of this Agreement. Such termination would be effective only when the new registrar is appointed for the Issue on the terms and conditions similar to the terms agreed upon herein and appropriate handover of data from the Registrar to the new registrar is carried out subject to fulfilling the requirements as may be prescribed by SEBI.
19. The Registrar shall redress complaints of the investors within fifteen days of receipt of the complaint during the currency of the agreement and continue to do so during the period it is required to maintain records under the SEBI (Registrars to an Issue and Share Transfer Agents), Regulations, 1993 and the Company shall extend necessary co-operation to the Registrar for its complying with the said regulations. The Registrar shall submit to the Company a status report of investor complaints on a fortnightly basis, or as and when required by the Company.

R.D. RAMASAMY
Director



20. The Registrar's responsibility under the agreement will be restricted to the duties of the Registrar as agreed to herein and the Registrar will not be in any way construed to be an agent of the Company in its any other business in any manner whatsoever.

21. In the event of default of any of the duties and responsibilities of the Registrar, or error or omission in the services rendered by the Registrar, the Registrar shall, at its own cost, take all measures to rectify such defaults. Additionally, the Registrar shall be directly responsible for any liability arising out of such errors and omissions.

22. It is the Company, which is primarily responsible for Registrar's work, and Registrar shall act with due diligence, care and skill while discharging the work assigned to it by the Company. However, the Registrar shall indemnify the Company and its successors from and against all suits, claims, litigations, damages, actions, charges, costs, expenses, interest, notice, demand which may be made or commenced against the Company by any holder of the securities issued or other third party as a consequence of any failure, negligence or deficiency on the part of the Registrar in performing or fulfilling, providing any of its functions, duties, obligations and services hereunder. The Registrar shall further indemnify and refund all costs incurred by the Company, its affiliates, directors, officers, employees and agents, in addressing investor complaints, responding to queries raised by the SEBI or stock exchanges, which would otherwise have been the responsibility of the Registrar. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by them in good faith.

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

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

TO THE COMPANY:

Address : ALPS DIGITAL DEVICES LIMITED
Regd. Office: Door No. Old No 28/73-A, G-63 (New Door No. 55/849/A), Elders Forum Road, Panampilly Nagar, Ernakulam, Ernakulam, Kerala, India. 682036

Attention : Mr. George Thomas, Chairman and Managing Director.
Telephone : 99958 00888
Email : md@alpsd.com

TO THE REGISTRAR :

Address : CAMEO CORPORATE SERVICES LIMITED,
'Subramanian Building' No.1, Club House, Road, Chennai - 600 002

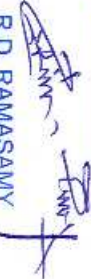
Attention : Mr. R. D. Ramasamy, Director.
Telephone : +91 44 - 2846 0425, 2846 0390
Email : rd@cameoindia.com

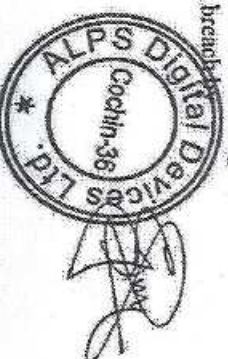
25. The Registrar and the Company agree that non-compliance of any of the covenants contained herein by either party shall be reported to SEBI within 7 days by the other party.

26. In the event of a breach by any party, the defaulting party shall have the right to cure such breach within a period of ten days of receipt of a written notice of such breach.

For CAMEO CORPORATE SERVICES LIMITED

8


R.D. RAMASAMY
Director



the non-defaulting party. In the event that (i) such breach is not cured by the defaulting party within the period mentioned above or (ii) any disputes, differences, claims and questions arise between the parties as regards the validity or interpretation of this Agreement which is not settled within 15 days of negotiations, then any party may refer the dispute to an arbitral tribunal of three arbitrators (one appointed by the Company, one appointed by the Registrar, and the two arbitrators so appointed nominating a third arbitrator). Such arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitration proceedings shall be held in Chennai and shall be conducted in the English language.

27. Subject to Clause 26 above, any disputes in connection with this Agreement shall be subject to courts having jurisdiction at Chennai.

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

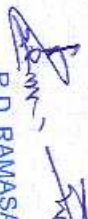
28. This Agreement shall be governed in accordance with the laws of India.

29. Unless terminated earlier in accordance with its terms, this agreement shall be valid until the expiry of one year from the date of closing of the Issue, provided that Clauses 22, 26, 27, 28 and this Clause 29 shall survive the termination of this Agreement. On termination, all documents and other data pertaining to the Company and in possession of the Registrar shall forthwith be delivered to the Company.

In witness whereof, the parties have set their hands on the day, month and year herein above written.

SIGNATURE OF THE REGISTRAR

For Cameo Corporate Services Limited
For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

Mr. R.D. Ramasamy
Director
DIN: 01649263

SIGNATURE OF THE COMPANY

For Alps Digital Devices Limited



Mr. George Thomas
Chairman and Managing Director
Door No. Old No 28/73-A, G-63 (New Door No. 55/849/A), Elders Forum Road, Panampilly Nagar, Ernakulam, Ernakulam, Kerala, India, 682036

WITNESS:



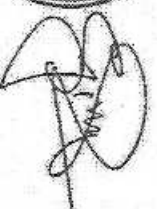
Ms. Sreepriya K
Executive Vice President & Company Secretary
'Subramanian Building'
1, Club House Roads
Chennai 600 002

WITNESS:



Ebin Varghese
Company Secretary and Compliance Officer
; Door No. Old No 28/73-A, G-63 (New Door No. 55/849/A), Elders Forum Road, Panampilly Nagar, Ernakulam, Ernakulam, Kerala, India, 682036





Schedule I

Allocation of activities pertaining to the said Issue

Activity Responsibility

I Pre-Issue

Sr. No	Activity	Responsibility
1.	Cameo will assist the company in successfully obtaining the international Securities identification Number (ISIN) from the depositories.	Registrar/Company/Manager
2.	Finalization of the Escrow Banks and list of Bidding Centres Registrar/Company/Manager	Registrar
3.	Design of application form, Bank schedule, and pre-printed Registrar / stationery, all of which should be in conformity with Company/Registrar applicable Laws, regulations, and guidelines	Registrar
4.	Preparing and issuing detailed instructions on procedure to Registrar be followed by collecting and Bidding Centres / syndicate Members	Registrar
5.	Arranging dispatch of applications, schedule for listing of Company applications to Bidding Centres	Registrar
6.	Placing of orders for and procuring pre-printed stationery / Company	Registrar

II During issue and post - Issue

Sr. No	Activity	Responsibility
1.	Collection of daily figures from Bidding Centres	Registrar
2.	Expedient dispatch of applications, final certificate from Registrar Escrow Bank and ASBA Banks	Registrar
3.	Collection of applications along with final certificate and schedule pages from Escrow Bank branches and ASBA Banks	Company/Registrar
4.	Informing Stock Exchange / SEBI and providing necessary certificates to Managers on closure of issue	Registrar
5.	Receipt of Bid data from the Stock Exchanges	Registrar
6.	Sending of Error report to the Stock Exchanges and obtaining Receipt of final Bid data from Stock Exchanges	Registrar
7.	Receipt of final Bid data from the depositories of demographic details from the depositories	Registrar
8.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
9.	Transcribing information from documents to magnetic media for computer processing	Registrar
10.	Reconciliation of number of applications, securities applied and money received with final certificate received from the Escrow Bank	Registrar
11.	Matching with bid data and reconciliation with applications	Registrar
12.	Eliminating invalid bids and bids below issue price	Registrar
13.	Rejections on technical and other grounds in consultation with Manager/Company	Registrar
14.	Uploading of beneficiary account details to depositories	Registrar
15.	Matching with depository details	Registrar
16.	Identify of applications with technical faults and multiple applications with reference to guidelines) procedures	Registrar
17.	Preparation of inverse number for applicable categories	Registrar
18.	Preparation of statement for deciding basis of allotment by the Company in consultation with the Designated Stock Exchange	Registrar
19.	Finalising basis of allotment after approval of the stock exchange	Registrar/Company

FOR CAMEO CORPORATE SERVICES LIMITED

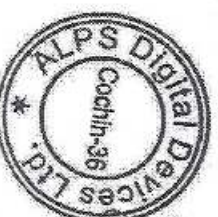
R.D. RAMASAMY
Director



20.	Seeking extension of time from SEBI if allotment cannot be made within stipulated time	Company/Book Lead Managers	Running
21.	Allotment of shares on the basis of formula devised by Stock Exchange in respect of the Retail, Non-Institutional and Institutional	Registrar	
22.	Obtaining certificate from auditors that the allotment has been made as per basis of allotment in respect of the Retail Non-Institutional and Institutional Categories	Company/Book Lead Managers	Running
23.	Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by Stock Exchange for applicable categories	Registrar	
24.	Preparation of allotment register-cum-return statement	Registrar	
25.	Registrar index register	Registrar	
26.	Preparation of list of brokers to whom brokerage is to be paid	Registrar	
27.	Printing of covering letters for dispatching for refunding application money, printing of allotment advice-cum-refund order	Registrar	
28.	Printing postal journal for dispatching allotment advice an Registrar refund orders by registered post	Registrar	
29.	Printing of distribution schedule for submission to Stock Exchange	Registrar	
30.	Taking corporate action for credit of shares of the Demat account of the allottees	Registrar	
31.	Mailing of documents by registered post	Registrar	
32.	Binding of application forms, application schedule and computer	Company / Registrar	
33.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value	Registrar	
34.	Issue of duplicate refund orders	Registrar	
35.	Re-validation of refund orders.	Registrar	
36.	To ensure that the equity shares are issued and transferred only to Resident Indians, NRIs and FII's and QIBs registered with SEBI	Registrar	
	To ensure that the Issue equity shares are transferred to persons and entities in accordance with the provisions of the RHP and the Prospectus	Registrar	

For CAMEO CORPORATE SERVICES LIMITED

R.D. RAMASAMY
Director



SCHEDULE - II

RATES FOR HANDLING PUBLIC ISSUE

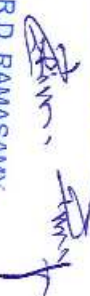
I. APPLICATION PROCESSING AND PRINTING CHARGES

Sl. No.	Particulars	
1.	Processing fee	Rs. 1/- per application
2.	ASBA Bid & UPI Bid Data vs FC	
3.	Validating Data pertaining to Depository option	
4.	Over printing of CAN's / Refund Orders	
5.	Preparation of Basis of allotment	
6.	Preparation of refund / unblocking data	
7.	Hosting Investor allotment & non-allotment information on our website	
Irrespective of number of applications, the minimum fee Payable for the above activities is Rs. 60,000/- + GST		

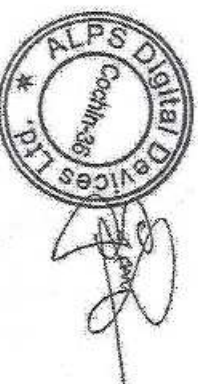
II. OTHER CHARGES

Sl. No.	Particulars	
1.	Fee for follow up and for collection of Final Certificate and Bank Schedule data from controlling Banks / Branch	Rs. 250/- Per Bank
2.	Preparation of basis of allotment	Rs. 5000/-
3.	Preparation of Listing related reports	NIL
4.	Handling and servicing of post issue investors queries either in person, on phone, written communication by email, fax etc. at H.O and from all our Investor Relation offices for a period of 2 months from the closure of issue. Most investor Allotment / Non allotment information on our website for 6 months.	NIL

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
 Director

12



III. OUT OF POCKET CLAUSE / OTHER TERMS AND CONDITIONS

1. All stationery items (including continuous and non-continuous stationery) Envelopes, Postage, Batch Control Cards, Query Cards, Binding charges and cost of collection of applications will be charged at actuals. Supporting bills will be provided.
2. All out of Pocket Expenses in connection with travelling including local conveyance, telephones/courier service charges and other incidentals shall be reimbursed at actuals. Supporting bills will be provided.
3. The SMS sent to the applicants / investors will be charged @ Re. 0.50/- per SMS.
4. The E-Mail sent to the applicants / investors will be charged @ Re. 0.50/- per E-Mail.
5. Our charges towards collection of applications will have to be settled soon after the services are rendered to you on receipt of our debit notes. It will take some time for us to receive from our agents the expenses incurred by them towards telephone, courier, local conveyance etc.
These expenses will be debited to you soon after receipt of advice from the agent and the amount should be settled within a period of 7 days from the receipt of our debit notes.
6. The Company shall supply all computer pre-printed stationery and envelopes etc., However, if the company so desire, Registrar can arrange for these supplies on your behalf at actual. All continuous stationery used for the issue work will be charged at actual. All postage expenses shall be paid in advance at estimated value.
7. Mailing / labour charges would be 35 paise per article and labour charges would be 30 paise per article.
8. It is in the interest of the Company to take appropriate Insurance cover for all the Share Certificates, dividend warrants / refund orders if any from time to time, as it is taken delivery from various agents till it is received by the Investors.
9. As per the latest SEBI Guidelines our Company will handle the queries from the Investors for a period of 6 months from the date of completion of despatch.
10. The Registrar should neither be held responsible nor liable for failure of providing services specified in the quotation arising due to Force Majeure Conditions such as acts of God, which are beyond our control.
11. The Registrar undertakes to keep confidential the records, files, documents and other information that is / are made available during the course of their assignment, except as required to be disclosed to SEBI or other Government Agencies.
12. GST will be charged in addition.
13. The Annual Fee/charges, Corporate Action fee, banded fee, etc., if any, to be levied by NSDL or CDSL in connection with the Depository Services will be directly paid by the company to the depositories.

TERMS OF PAYMENT

- I. An amount of Rs. 30,000/- to be paid as advance immediately after execution of this agreement.
- II. The balance fee will be paid immediately after despatch of Refund Orders / CAN.
- III. The Debit Notes raised towards reimbursement of expenses should be cleared within a week's time.

FOR CAMEO CORPORATE SERVICES LIMITED

R.D. RAMASAMY

Director

13

