

RTA AGREEMENT

DATED MARCH 26, 2024

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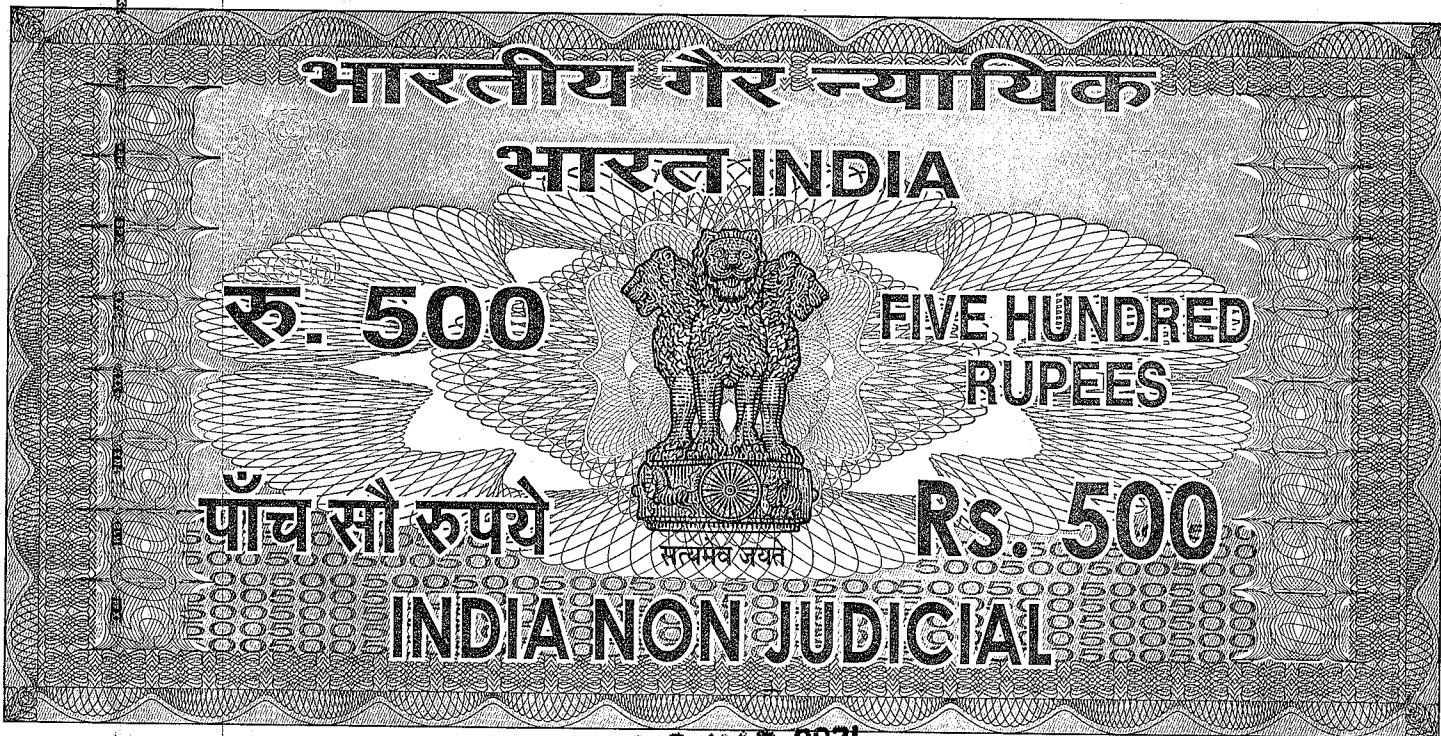
**SKYLINE FINANCIAL SERVICES PRIVATE LIMITED
(REGISTRAR AND SHARE TRANSFER AGENT)**

AND

**TUNWAL E-MOTORS LIMITED
(COMPANY)**



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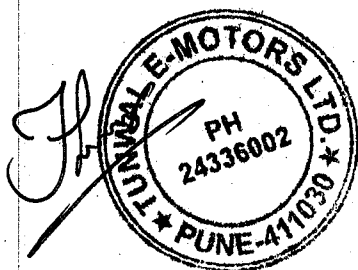
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 वस्तुस्थिति प्रकार Agreement
 भारत नॉन-जुडिसियरी करगार आहेत का? होय/नाही.
 भिलकरीचे वर्णन
 मुद्रांक विकत घेणाऱ्याचे नांव तुनवाल ई मोटर्स लि.
 पत्ता ३३५०१८ परे पुणे
 दुसऱ्या पक्षालाचे नांव कॉन्सल्टिंग मॅट्रि. सॉल्यूशन्स प्रा. लि.
 हस्तो व्यवसायीचे नांव व पत्ता ३६२२१५, वीरगाव मा. पुणे
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 मुद्रांक विकत घेणाऱ्याची सही सौ. कविता प्रशिष्य निरुपे
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 ५९०/९२, कोल्हापूर रोड, पुणे-४२

वसिष्ठ कान्हाय्य अशिकाशी
 २६ MAR 2024
 प्रथम मुद्रांक लिपीक
 कोषागार पुणे करिता

THIS STAMP PAPER IS INTERGAL PART OF AGREEMENT ENTERED BETWEEN SKYLINE FINANCIAL SERVICES PRIVATE LIMITED AND TUNWAL E-MOTORS LIMITED EXECUTED ON 26TH MARCH 2024



THIS AGREEMENT (THE "AGREEMENT") IS MADE ON MARCH 26, 2024:

BETWEEN

SKYLINE FINANCIAL SERVICES PRIVATE LIMITED, a company within the meaning of the Companies Act, 1956, as amended and having its registered office at D-153 A, 1st Floor, Okhla Industrial Area, Phase - I, New Delhi-110020, India (hereinafter referred to as the "**Registrar**"), 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

TUNWAL E-MOTORS LIMITED, a Company registered under provisions of the Companies Act, 2013, as amended ("Companies Act") and having its registered office at Rama Icon Commercial Building, Office No 501, S.No 24/2, C.T.S No. 2164, Plot No. 31/11 Sadashiv Peth, Pune, 411030 Maharashtra India (hereinafter referred to as "**TUNWAL**" or "**Issuer**" or the "**Company**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**.

WHEREAS

1. The Company is taking steps for public issue of equity shares of the Company of face value Rs. 2/- each for an aggregate amount of up to 1,96,00,000 equity shares ("**Issue Shares**") through Fixed Price method ("**Fixed Price Process**") as prescribed under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the "**SEBI ICDR Regulations**"), as amended, (as defined herein) and applicable Indian securities laws.
2. The Issue has been authorized by the Board of Directors vide a resolution passed at its meeting held on March 15, 2024 and by the Shareholder of the Company, *vide* a special resolution passed pursuant to Section 62(1)(c) of the Companies Act, 2013 at the Extra Ordinary General Meeting held on March 18, 2024.
3. The Company has approached the Registrar to act as the registrar to the Issue in accordance with the terms and conditions detailed in this Agreement and in the manner as required under the various rules and regulations as applicable passed by the Securities and Exchange Board of India ("**SEBI**") as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 (the "**SEBI Act**").
4. The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "**SEBI RTA Regulations**") having a valid and subsisting Registration No. INR000003241 to act as a Registrar to the Issue (the activities pertaining to the Registrar to the Issue are hereinafter collectively referred to as the "**Assignment**"), and the Registrar has accepted the Assignment. The Board of Directors of the Company has approved the appointment of Skyline Financial Services Private Limited as the Registrar to the Issue.
5. In terms of Regulation 9A (1) (b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the Company *inter alia* to define the allocation of duties and responsibilities between the Registrar and the Company, and in pursuance of the same, the Parties have entered into the Agreement.
6. SEBI by its circular (CIR/CFD/14/2012) dated October 4, 2012 and circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 has made it mandatory for all bidders (except anchor investors) to make use of the facility of the application supported by blocked amount ("**ASBA**") for making applications for public/rights issues. Further, the above-mentioned circulars also 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.
7. Additionally, SEBI by its circular (CIR/CFD/14/2012) dated October 4, 2012, has introduced a mechanism for Bidders to submit Bid cum Application forms (ASBA as well as non- ASBA) in public issues to any registered stock broker (non-syndicate member) of the Stock Exchange and the

8. SEBI by its circular (SEBI/HO/CFD/DIL2/CIR/P/2018/138) dated November 1, 2018 in relation to streamlining the process of public issue of equity shares and convertibles (“UPI Circular”). Pursuant to the circular, Unified Payments Interface (“UPI”) is proposed to be introduced in a phased manner (phase I will be effective from January 1, 2019) as an additional mode of payment with ASBA Form for applications by Retail Individual Investors through intermediaries (i.e., Registered Stock Brokers, Registrar and Transfer Agents and Depository Participants) (“UPI Channel”). The UPI Channel for making Applications by Retail Individual Investors will be made available in accordance with the UPI Circular.
9. All capitalized terms not specifically defined herein shall have the same meaning ascribed to such terms under the Draft Prospectus (the “Draft Prospectus”) to be filed by the Company with SEBI and/ or Prospectus (the “Prospectus”) to be filed by the Company with the Registrar of Companies (“RoC”) and the stock exchanges, as may be applicable.
10. 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 the purposes of interpretation;
 - d. references to the word “include” or “including” shall be construed without limitation;
 - e. references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;
 - f. a reference to an Article, Clause, Section, Paragraph, Recital, Preamble, Schedule or Annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;
 - g. references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
 - h. unless otherwise defined the reference to the word ‘days’ shall mean calendar days; and
 - i. The Parties acknowledge and agree that the Annexures attached hereto form an integral part of this Agreement.

NOW THEREFORE the Parties do hereby agree as follows:

1. The Company hereby appoints Skyline Financial Services Private Limited as Registrar to the Issue and Skyline Financial Services Private Limited accepts such appointment by accepting the terms of appointment and accepting the terms of this Agreement.
2. The Registrar hereby undertakes to perform and fulfill the Assignment, as described herein, and to provide such other functions, duties, obligations and services as are required as per applicable law (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI) applicable provisions of the Companies Act, 1956 and the Companies Act, 2013, in respect of the Issue. The Registrar undertakes that it shall be the Registrar’s sole and absolute responsibility to ensure that such functions, duties, obligations and services are performed in a professional and timely manner.
3. The Registrar declares and undertakes that:
 - a) It has obtained a certificate of registration dated July 11, 2012, bearing Registration No. INR000000049 from SEBI which is valid permanently unless suspended or cancelled by SEBI (the “Certificate”). The Registrar shall ensure that the Certificate shall remain in force including by taking prompt steps for renewal. The Registrar will keep the Company and the LM informed on an immediate basis if due to any unavoidable/ regulatory reasons, its registration with SEBI is cancelled or withheld or if it is prohibited or restricted in performing the Assignment by any regulatory authority. A copy of the registration certificate from SEBI is attached as **Schedule III** hereto.
 - 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

- c) It shall perform the Assignment with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the SEBI RTA Regulations and all other applicable rules, regulations, guidelines, directions and circulars issued by SEBI including the ICDR Regulations and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the LM, the Bidders 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, the LM, the Company's shareholders and investors or contrary to or in violation of the directions issued by SEBI.
 - d) It shall cooperate and comply with any instructions, the LM may provide in respect of the Issue.
 - e) It is a 'fit and proper person' as per the criteria specified in Schedule II of the SEBI (Intermediaries) Regulations, 2008, as amended.
 - f) It shall carry out its Assignment and complete all the formalities accurately, diligently and within the specified time limits as per the relevant statutes, ICDR Regulations, other rules, regulations, guidelines, directions or circulars issued by SEBI and, rules, regulations and bye-laws of the Stock Exchanges and the listing agreement as amended from time to time.
 - g) It has connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and the Central Depositories Services (India) Limited ("CDSL"), and shall provide all assistance to the Company and LM in all other work incidental to, or connected with processing of electronic Bids application for issue / refund / allotment / investor services / listing permission / trading and procuring permissions.
 - h) It has the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance and disaster recovery system and the net worth to honour its obligations and liabilities under this Agreement.
 - i) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the services indicated herein and that due care, diligence and caution shall be taken and endeavor to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company and the LM of any delay or errors committed while completing any formalities.
 - j) It shall keep the Company and the LM fully informed about the progress with regard to any legal action initiated against it/ or any of its group entity by any regulator from time to time.
 - k) It is not subject to any litigation in, or injunction or order of, any court or regulatory authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the Registrar in relation to any public issue in India.
 - l) This Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with its terms. The execution, delivery and performance of this Agreement does not violate, or constitute breach of any law, regulation, court or tribunal order or any agreement, deed or undertaking entered into by the Registrar.
 - m) It shall ensure that the Demographic Details provided by the Bidders in the Bid cum Application Forms shall not be used by it for any purpose other than in relation to the Issue.
 - n) It is not an associate of the Company as mentioned under the RTA Regulations.
 - o) In the event, the Registrar is unable to continue to act as a Registrar to the Issue, at any point of time, due to any direction of any statutory or regulatory authority or otherwise, it shall immediately inform the Company and the LM and take steps, in consultation with and as per the direction of the Company, for a smooth transition of the data held by the Registrar in relation to the Equity Shares at no cost to the Company for such transition to another registrar as may be appointed by the Company in consultation with the LM.
4. The Company hereby declares that they have complied with and agree to comply with all statutory formalities under the Companies Act, the ICDR Regulations and other relevant statutes, rules, regulations and guidelines to enable them to make the Issue. The Company also agrees that it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any legislation, applicable rules, regulations and guidelines.
 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** hereunder written, which functions, duties and obligations are inclusive and not exhaustive. The Parties may include further activities agreed upon mutually but all the activities pertaining to the Assignment shall be listed and agreed upon 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, the syndicate agreement, and the Prospectus (collectively, the "Issue Documents") in so far as it is not contrary to the ICDR Regulations. The Registrar hereby consents to the inclusion of its name

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

- a) To liaise with the Depositories on behalf of the Company for obtaining the International Securities Identification Number ("ISIN") and finalizing the tripartite agreement to be entered into with the Depositories;
- b) To liaise with the Company for dematerialization of its Equity Shares held by its existing shareholders including the Promoters and the Promoter Group, if any, prior to filing of the Draft Prospectus;
- c) To review the 'Issue Procedure' sections in the Draft Prospectus and the Prospectus and confirm its accuracy;
- d) To provide detailed instructions to the, Self-Certified Syndicate Banks ("SCSB"), the Syndicate Members and the Registered Brokers including the format and timeline for receipt of information in relation to the Issue;
- e) Providing/ specifying the format to the Syndicate Members, the SCSBs, SEBI registered RTAs, DPs authorized to accept and as per information provided on the websites of the stock exchanges and the Registered Broker in which information in relation to the Bid cum Application Form collected by such agencies or their representatives should be provided to the Registrar;
- f) To receive and provide inputs to the Company for designing and printing the Bid cum Application Form;
- g) Collecting, within the timelines provided under the circulars and regulations notified by SEBI and as specified by the Company and the LM:
 - (i) Bid cum Application Forms from various centres of the, the SCSBs and the Registered Brokers (with respect to Bids collected by the Registered Brokers, the Bid cum Application Forms will be collected immediately after the expiry of a period of six months from the Bid/Issue Closing Date);
 - (ii) electronic bid data (including ASBA data) from the Stock Exchanges;
 - (iii) aggregate data in relation to the total number of Bids in the format specified in clause (f) above and the total number of Equity Shares applied for in the Issue and or amount blocked in the ASBA Account, , in respect of the Bids uploaded by the Syndicate, SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges and the Registered Brokers;
 - (iv) the bank schedule (bearing details of the Bids, including without limitation the monies blocked in connection therewith), in soft and/or hard copy ("**Bank Schedule**"), along with the final certificate for the amount blocked in the Issue ("**Final Certificate**") by the SCSBs;
 - (v) PAN, DP ID, UPI ID (if applicable) and Client ID details of valid beneficiary accounts from the Depositories;

in each case, in accordance with the instructions of the Company and reporting any disruptions/delay in the flow of Bid cum Application Forms from 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 time lines.

- h) 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 statutory timelines;
- i) On closure of the Issue, collect the Bid file from Stock Exchanges.
- j) Delivery of the Bid file received from the Stock Exchanges containing the Bid cum Application Form numbers and the Bid Amount to all SCSBs who shall use the same for validation/reconciliation at their end;
- k) Receive the reconciled data and the Bid cum Application Forms (except in case of Bid cum Application Forms submitted to the Registered Brokers) from the SCSBs;
- l) Obtain the demographic details of the Bidders (including PAN and MICR code) from the Depositories, check this data with the Bid file and highlight any discrepancies. In the event the PAN number is missing to check whether the Bidder falls under the Sikkim category or any other exempt category;
- m) Rejecting the Bids in respect of which the DP ID, UPI ID (if applicable) , Client ID and PAN specified in the reconciled data does not match the details in the database of the Depositories;
- n) Match and validate the DP ID, Client ID, UPI ID (if applicable) and PAN in the Depositories database vis-à-vis the electronic Bid file obtained from the Stock Exchanges and provide a

purpose of validation and confirmation of Bids in respect of the Issue and delivery of communication to the Company and the BLRM at the earliest in the event of discrepancy between the electronic Bid file registered on the online IPO system of the Stock Exchanges and the Bank Schedules and the Final Certificate received from the SCSBs. The Registrar shall discuss the results of such reconciliation with the Company, the LM, the SCSBs, in a timely manner;

- p) To follow and complete all processes in relation to the Issue Documents;
- q) Keeping a proper record of the Bid cum Applications Forms and monies blocked in the ASBA Accounts of the respective ASBA Bidders;
- r) Complete validation of beneficiary account details;
- s) Preparing a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Investors. The list should indicate the technical reasons for rejection of all above mentioned investor categories;
- t) Ensure that the SCSB applying through ASBA shall apply in the Issue through a separate account opened with another SCSB provided that failure of SCSB to apply through another SCSB shall be rejected under technical grounds;
- u) To prepare the complete list of valid Bids (after all rejections including rejections on technical ground), and present the same category-wise;
- v) Follow up with the SCSBs for Final Certificates with respect to the subscription monies collected and reconciling any data mismatches with each SCSB;
- w) While collecting Final Certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates have been received within specified time limit as mentioned in the regulations and relevant circulars issued by SEBI;
- x) Weeding out Bid cum Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the RHP Prospectus/GID and as per the directions of SEBI and the Stock Exchanges. It is understood that technical rejection list will be prepared based on electronic Bid files received from the Stock Exchanges and the electronic bank schedules received from the SCSBs without reference to the physical Bid cum Application Forms or its enclosures;
- y) Carrying out due procedures in relation to accurately identifying and rejecting multiple applications as provided in the Issue Documents;
- z) To provide correct data in time to enable the Company and the LM 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 securities;
- aa) Keeping accurately, at all times, the electronic records relating to ASBAs received from all SCSBs, including:
- bb) ASBAs taken from the online IPO system of the Stock Exchanges and ASBAs furnished by SCSBs;
- cc) Particulars relating to the allocation and Allotment of Equity Shares against valid ASBAs;
- dd) Particulars relating to the requisite money to be transferred to the Public Issue Account from each ASBA Account, in accordance with the terms of this Agreement, the prospectus, the ICDR Regulations and the Companies Act; and
- ee) Particulars relating to, rejected/withdrawn/unsuccessful ASBAs.
- ff) 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 Issue Closing Date;
- gg) Immediately informing the Company and LM in case of any requests for withdrawals after the Bid/Issue Closing Date from Retail Individual Bidders and deleting the details of the Bids submitted by such Bidders (including ASBA Bidders) which have been withdrawn during preparation of Basis of Allotment;
- hh) Assisting in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the ICDR Regulations and the relevant provisions of the Issue Documents along with the LM and the Company;
- ii) Post approval of the Basis of Allotment by the Designated Stock Exchange, prepare the list of Allottees entitled to receive Equity Shares and prepare the Allotment Advice/ Allotment Letters in consultation with the Company and the LM;
- jj) Preparing fund transfer schedule along with reconciliation of total funds blocked in the ASBA Accounts, amount proposed to be transferred to Public Issue Account, in each case duly certified by the Registrar based on approved Allotment and to issue fund transfer instructions to the SCSBs for unblocking and/or transferring the monies to the Public Issue Account, and

- (ii) Date and amount to be transferred from the relevant ASBA Account to the Public Issue Account and instructing for transfer of amounts have been given as per the prescribed timelines;
- (iii) Details of rejected Applicants, 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.
- kk) In accordance with applicable law, the Registrar shall ensure that timely instructions are given to SCSB's to unblock the monies blocked for the Bids (of part thereof), which are unsuccessful, rejected and/or withdrawn (to the extent they are unsuccessful, rejected or withdrawn);
- ll) Initiate corporate action for credit of Equity Shares to successful Allottees and ensuring that correct credit to respective demat accounts is made in time, as specified in the Issue Documents and applicable rules, regulations and guidelines issued by SEBI;
- mm) Receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Allottees from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm all formalities are completed;
- nn) Ensuring that Allotment made is correct and timely uploading of the correct file in the depository system is made;
- oo) Coordinating with the concerned Depositories and ensure that the number of Equity Shares Allotted to each category of Bidders is correct in all respects;
- pp) Dispatch of Allocation Notice/ Allotment Advice 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 and LM.
- qq) Providing all the 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 the LM;
- rr) Submitting relevant documents to the Stock Exchanges for the purpose of obtaining listing and trading approval;
- ss) 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 5 Working Days of from the date of closure of the Issue;
- tt) 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 LM, the Company;
- uu) Providing data for publishing Allotment advertisement along with the Company and the LM within the specified time;
- vv) Settling investor complaints and grievances in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company and the LM and maintain a complete and accurate record in respect of any grievances dealt with under the investor grievance mechanism and ensure that such records are maintained for a period of at least three years and are informed and made available to the Company at regular intervals;
- ww) 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;
- xx) Providing in a timely manner all accurate information to be provided by it under this Agreement, including providing the LM, the Company with detailed data so as to understand the share in commissions between the LM and the Registered Brokers and to calculate the commission payable to the Registered Brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges;
- yy) To provide weekly reports to the Company the LM on the (i) status of Equity Shares lying in demat Escrow Account, (ii) status of pending investor complaints in a format required by the Company and the LM; and
- zz) In case of failure of the Issue, to give appropriate instructions for unblocking of the 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.

- a) All Bid cum Application Forms received from the Syndicate, the SCSBs and the Registered Brokers, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges in relation to the Issue and the data/information received from the SCSBs 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 Exchanges;
 - c) All the electronic records obtained, received, collected and/or held by it in relation to the Issue, including final Bid files taken/obtained from the online IPO system of the Stock Exchanges;
 - d) Particulars relating to Bids in the electronic file which did not get validated for the DP ID, Client ID, UPI ID (if applicable) or PAN with the Depository 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) Particulars of allocation and Allotment of Equity Shares including valid ASBA Bids;
 - h) Records of investor communication, including withdrawal requests and communication for verifying DP ID details;
 - i) List of names of successful bidders and unsuccessful bidders of the Equity Shares;
 - j) Particulars relating to the allocation/allotment of the Equity Shares for the Issue;
 - k) Particulars relating to the monies to be transferred to the Public Issue Account from the ASBA Accounts of the respective successful ASBA Bidder and Unblocking to be made to the ASBA Bidders;
 - l) Details of multiple electronic Bids rejected by the Registrar;
 - m) 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;
 - n) 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 Exchanges;
 - o) Records of correspondence in respect of investor complaints, grievances or queries;
 - p) Record of pre-printed Issue stationary like Allotment Advice/ Allotment Letters, etc. showing details of such stationary received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
 - q) Complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;
 - r) Such other records as may be specified by SEBI, the Company the SCSBs and/or the LM for carrying on the activities as Registrar to an 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 comes 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 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) the enquiries/ complaints from Bidders, including ASBA Bidders are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
 - b) the Registrar has a proper system to track, address and redress investor complaints;
 - c) adequate steps are taken for proper Allotment and credit of Equity Shares and Unblocking of application monies without delay and as per applicable law;

- e) for the electronic Bids which are rejected as invalid because of DP ID/Client ID, UPI ID (if applicable) or PAN particulars captured by the syndicate members, the necessary rejection data is being shared to SCSB's for unblocking; and
 - f) the information furnished to the SCSBs in discharging its responsibility under the ASBA process is correct and valid
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, as the case may be, the Registrar shall dispatch all the refund orders within the period specified in the Issue Documents. If the Company is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs to unblock the bank accounts of the respective ASBA 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 in paying the interest as per the applicable law. The Registrar hereby indemnifies and keeps indemnified and holds harmless the LM and the Company from any compensation/damage, loss etc. incurred by the LM and the Company due to any delay in credit of Equity Shares to the Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time/reasonable time/time mentioned in the Issue Documents, rules etc. or in case of any failure on part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out under this Agreement.
14. In case of refunds through electronic means like NECS, NEFT, Direct Credit or RTGS etc., the Registrar shall be solely responsible to pick up the relevant details from the Depository(ies) and provide the Refund Bank(s) with the requisite details and files.
15. The Registrar will not hand over any Bid cum Application Form or other documents/records pertaining to the Issue to any other person (except to the LM and the relevant stock exchanges) subject to the Registrar having provided prior notice of such disclosure to the Company, until the completion of dispatch of allotment letters, refund orders, credit of shares to the allottees demat account, etc. The Company agrees that it will have access to the applications/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 written consent of the Company.
16. The Registrar will handle the Assignment from its office at T-34, 2nd Floor, Okhla Industrial Area, Phase - II, New Delhi -110 020, Delhi, India which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Issue.
17. The Issue stationery including certificates, letters of Allotment, Allotment/Allocation Advices and refund orders shall be kept ready and handed over to the Registrar by the Company within three

arrange to obtain prior approval for the Issue stationery from the stock exchange and refund bankers.

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. On Allotment, 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.
19. The Company agrees to hand over to the Registrar the impression of the Common Seal (or equivalent thereof) at the time of clearing the art works of pre-printed share certificates (if any) or two sets of common seal of good quality if the Company possesses it.
20. The Registrar shall maintain close coordination with the Syndicate, Bankers to the Issue, Refund Bank and the SCSBs in monitoring the flow of Bid cum Application Forms, processing of the Bid cum Application Forms and shall seek necessary help from the LM, as and when required.
21. The Registrar shall act as a nodal agency for redressing complaints of investors, including providing guidance to ASBA and non-ASBA Bidders regarding approaching the concerned SCSB, Registered Broker or the Syndicate. The Registrar shall extend all necessary support to the Company, the LM, the SCSBs, the Registered Broker and the Syndicate as may be required for the smooth and speedy functioning of the ASBA process.
22. The Company agrees and acknowledges that the Registrar may request for 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, UPI ID (if applicable) or Client ID and investor complaints/grievances.
23. The Registrar will finalise various Post-Issue monitoring reports along with the relevant documents/certificates, in consultation with the Post-Issue merchant banker, to be submitted to SEBI within the stipulated time.
24. 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 LM.
25. The Registrar also undertakes to carry out its duties and obligations in accordance with the terms of the safety net agreement, if any, entered into with respect to the Issue.
26. 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.
27. The Parties agree that the fees and charges payable to the Registrar for handling the Assignment shall be as specified in Schedule – II hereunder written, and after deducting all taxes, duties and levies as per applicable law. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company, except for any out-of-pocket expenses.
28. The Company agrees to take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired.
29. In the event that the 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 upon 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. Upon receipt of notice from the Affected Party, the other Party shall be similarly

30. The Company, with respect to itself, may terminate this Agreement for any reason with a prior 10 days' notice. The Company shall be entitled to immediately terminate this Agreement upon notice in the event (i) the Registrar's Certificate of Registration is suspended/ 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 the avoidance of doubt, in the event the Company, in consultation with the LM, decides not to proceed with the Issue at any time for any reason, this Agreement shall stand terminated immediately on written notice to the Registrar without the Registrar having any recourse to any compensation from the Company.
31. The Registrar undertakes that in the event there is any order or any injunction issued by any court or authority, against the Registrar, it shall within three working days upon being instructed by the Company; transfer all the documents in its possession including the Equity Shares, to any other registrar/depository as instructed by the Company.
32. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the LM, the Company or any newly appointed registrar to the Issue towards taking over duties and responsibilities as the Registrar to the Issue. Should the Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.
33. The Registrar shall redress complaints of the investors within seven days of receipt of the complaint 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 and the Company shall extend necessary cooperation to the Registrar for its complying with the said SEBI RTA Regulations. The Registrar shall provide a status report of investor complaints and grievances on a fortnightly basis to the Company and the LM.
34. The Registrar's responsibility under 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.
35. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered by the Registrar, the Registrar, at its own cost, take all measures to immediately rectify such defaults or errors or failure to deliver any service contemplated by this Agreement with a period of two days of receipt of written notice of such breach by the Company and the Registrar shall be directly responsible and hereby indemnifies and keep indemnified and harmless the Company, the LM, their respective directors, officers, employees and agents for any liability arising out of such error or failure to deliver the services contemplated in this Agreement. The Company shall be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults within period of two days of receipt of written notice of such breach by the Company.
36. The Registrar shall act with due diligence, care and skill while discharging the Assignment.
37. The Registrar shall indemnify the Company, and keep indemnified, their directors, officers, employees and successors and their respective agents affiliates & advisors from and against all suits, claims, actions, losses and demands which may be made or commenced against the Company by any Bidder for or holder of the securities issued or other third party as a consequence of any act or omission of or any failure or deficiency on the part of the Registrar or any of its officers, employees or agents in performing the Assignment and services hereunder. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Company, their respective directors, officers, employees and agents for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services. The Registrar shall further indemnify and refund all costs incurred by the Company and its directors, officers, employees and successors in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/ or the stock exchanges and/or

committed by them in good faith, and where the Registrar has not acted negligently or committed an act of willful misconduct.

38. 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, in proportion to the number of Equity Shares Issued by them by way of Issue for sale in the Issue.
39. The Registrar may have to provide certain information regarding the Bidders to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement.
40. Any notice, communication or documents may be given by personal delivery, registered post, telex or by fax. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered/speed post on expiration of three working days after the notice etc., shall have been delivered to the post office for onward dispatch and if given by fax or telex upon transmission thereof. Provided however that any notice, etc. given by telex or fax, shall be confirmed in writing. All notices to the Parties shall be addressed as under:

To the Company

Tunwal E-Motors Limited (formerly known as Tunwal E-Motors Pvt Ltd)

Name: Jhumarlal Pannaram Tunwal
Managing Director & Chairman
Address: Greenwoods Ranjeshwar Soc.
Sr No. 7/2/1, Flat No. 59/C, Nr Kadam Plaza, Katra
Pune: 411046
Email: info@tunwal.com
Contact No: +91 8448448763
Website: www.tunwal.com

To the Registrar

Skyline Financial Services Private Limited
D-153 A, 1st Floor, Okhla Industrial Area,
Phase - I, New Delhi-110020
Telephone: +91-11-40450193-197
Facsimile:
E-mail: ipo@skylinerta.com
Website: www.skylinerta.com
Investor grievance: grievances@skylinerta.com
SEBI Registration No: INR000003241
Contact Person: Mr Anuj Rana

Any change in the above shall be intimated by the Party concerned to the other Party 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.

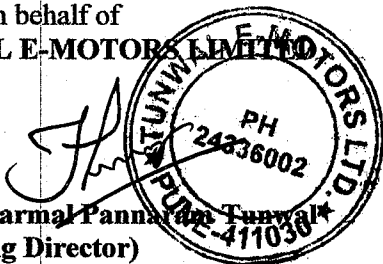
41. The Parties agree that non-compliance of any of the covenants contained herein by any Party may be reported to the SEBI within seven days by any other Party and shall also be reported to the LM immediately.
42. In the event that any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 15 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

43. Subject to the above clause 42, all disputes, if any arising out of the Assignment shall be subject to the courts having jurisdiction in Pune. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to its conflict of laws rules.
44. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company and the LM.
45. 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.
46. 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 7, 8, 12, 13, 15, 28, 29, 30, 32, 33, 35, 36, 37, 38, 39, 40, 42, 43, 45 and this clause 46 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company and/or the newly appointed registrar to the Issue.
47. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. 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. 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 each and every provision of this Agreement. The 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.

IN WITNESS THEREOF the parties hereto have set their hands hereunto on the day and year hereinabove written.

For and on behalf of

TUNWAL E-MOTORS LIMITED



Mr Jhumarmal Pannara
(Managing Director)

Witnessed By:

[Handwritten Signature]

- 1) RIYA DHIRAJ LUNKAD
PLACE: PUNE

has signed for and on behalf of

SKYLINE FINANCIAL SERVICES PRIVATE LIMITED

[Handwritten Signature]

Authorised Signatory

Pravin Gwalalkar



Witnessed By:

[Handwritten Signature]

- 1)

Ganesh DRSai
Mumbai

SCHEDULE - I

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

#	<u>Activity</u>	<u>Party Responsible</u>
I. PRE-ISSUE WORK		
1.	Design of Bid cum Application Form, bank schedule, pre-printed stationery, all of whom should be in conformity with applicable laws, regulations and guidelines	LM/Company/Registrar
2.	Preparing and issuing detailed instructions on procedure to be followed /Syndicate Members, SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges	LM/Registrar
3.	Placing of orders for and procuring pre-printed stationery.	Company
II. ISSUE WORK		
1.	Obtain the electronic bid data from the Stock Exchange(s)	Registrar
2.	a. Collection of final certificate and schedule pages from Nodal branches of SCSBs	Registrar
	b. Collection of Bid cum Application Forms from the SCSBs, and Registered Brokers	Registrar
	c. Processing all Bid cum Application Forms in respect of the Issue	Registrar
3.	On closure of the Issue, collect the bid file from Stock Exchanges and validate the DP ID, Client ID, UPI ID (if applicable)& PAN with the depository database and provide a file through the LM to the concerned syndicate member of the error bids which will be considered as invalid.	Registrar
4.	Informing 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/LM
6.	Send the electronic bid file with certain fields like application no and amount or with any other additional fields as maybe required by the SCSB's to all the SCSB's to facilitate validation of the bid forms for the bids which are entered in the stock exchange.	Registrar/ SCSB's
7.	Reconciliation of number of bids, securities applied, and money blocked with final certificate received from the SCSBs	Registrar
8.	Reconciliation of compiled data received from Stock Exchange(s) in respect of Bid cum Application Forms	Registrar
9.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID, and PAN quoted in the Bid downloaded from the stock exchanges.	Registrar
10.	Reject all the bids in the electronic file which do not get validated for the	Registrar

Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of stock exchanges with SCSB data.

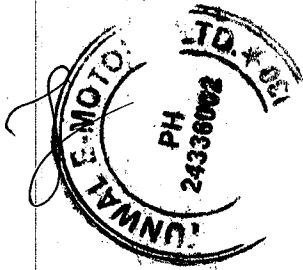
11. Matching with bid data / reconciliation with Bank Schedules and the final certificate Registrar
12. Collection of requests, if any for withdrawal of the Bid cum Application Form and acting thereon received before finalization of basis of allotment. Registrar
13. Eliminating invalid bids and bids below Issue Price Registrar
14. Uploading of beneficiary account details to depositories Registrar
15. Matching with depository details Registrar
16. Identify and reject of applications with technical faults and multiple applications with reference to guidelines / procedures. Registrar to prepare the list of technical rejection cases including rejected Bids based on mismatch between electronic Bid details and depositories data base. Registrar/LM/ Company
17. Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange Keeping a proper record of applications and monies blocked from the Bidders and paid to the Company/ SCSB's/Bankers to the Issue. Registrar
18. Finalising Basis of Allotment after approval of the Designated Stock Exchange Company/ Registrar/ LM
Preparation of fund transfer schedule based on the approved allotment.
Assisting the company in Instructing the Depository to carry on the lock-in for Pre-Issue capital.
Preparation of list of Allotted entitled to be allocated Equity Shares
19. Allotment of shares on the basis of formula devised by Stock Exchange Company/ Registrar
Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and Retail Individual Bidders, along with reasons for rejection of the Bids.
20. 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 with in the timelines specified in the ASBA process:
 - (i) Number of shares to be allotted against each valid ASBA application
 - (ii) Amount to be transferred from relevant bank account to the Company's Public Issue Account, for each valid ASBA
 - (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account.

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.
21. Unlocking the relevant bank account for: SCSB
Transfer of requisite money to the Company's account against each valid Bid cum Application Form
Withdrawn or rejected or unsuccessful Bid cum Application Form

- | | | |
|-----|--|---------------------------|
| 23. | Assisting in obtention of certificate from auditors / practicing Company Secretary that the Allotment has been made as per Basis of Allotment | Company/ Registrar |
| 24. | Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by Stock Exchange for applicable categories | Registrar |
| 25. | Preparation of allotment register-cum-return statement, index register | Registrar |
| 26. | Credit to respective Demat accounts in time as specified in the Prospectus and ICDR Regulations. | Registrar |
| 27. | Preparation of list of brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept and bids as per information provided on the websites of the stock exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism. | Registrar |
| 28. | Printing of distribution schedule for submission to the Stock Exchanges where listing is being done. | Registrar |
| 29. | Overprinting of allotment advices | Registrar |
| 30. | Mailing of documents by registered post wherever required | Registrar |
| 31. | Binding of application forms, application schedule and computer outputs | Registrar |
| 32. | Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value.
Dispatch of Letters of Allotment and CAN within the Registrar timeframe specified in Issue Documents and applicable law. | Company |
| 33. | To ensure that the Equity Shares are issued and Allotted only to permitted categories of investors | Registrar |
| 34. | To ensure that the Equity Shares are issued and Allotted to persons and entities in accordance with the provisions of the RHP and the Prospectus | Registrar |
| 35. | To ensure settlement of all investor complaints. | Registrar |
| 36. | 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/
LM |
| 37. | Providing all the relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Issue Documents, in consultation with the Company and the LM. | Registrar |
| 38. | 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/SCSBs |
| 39. | 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/LM.

Establishing proper grievance redressal mechanism during the period of the Issue and after the closure of the Issue, as per Issue Documents. | Registrar |

information provided on the websites of the stock exchanges and providing details of such commission to the Company and the LM.



SCHEDULE – II

FEES PAYABLE TO REGISTRAR

1.4: Fee structure

The following is our fee structure for all the activities in SME – IPO.

1.4.1: Processing Charges (SME - Public Issue)

No.	Particulars	Fees (Rs.)
1.	Professional charges towards Public Issue Processing	Rs. 50,000 + GST
2.	Escrow Account	Rs. 5,000/-+GST
3.	SMS Charges	0.35 Paise Per 160 Characters (i.e. 1 Record will Form of 3, Messages) which are approximately 460 characters.
4.	Email Charges	Rs. 1.00/- + GST

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.

1.4.2: Payment terms

An amount of Rs. Nil should be paid to us as advance at the time of appointment and signing of the Contract. This payment is required to defray expenses to be incurred by us for preparation and despatch of bank instructions, collection of applications, compilation daily figures etc. The following schedule of payment may please be noted:

1. 40% of our fees on closure of the issue, comprising of Registrars fees, and reimbursable expenses (excluding postage and stamp duty)
2. The balance 60% of our fees and reimbursable expenses in addition to the amount payable towards postage and stamp duty, after deducting the advance paid at the time of appointment, immediately after approval of Basis of Allotment by the Regional Stock Exchange
3. In order to maintain the flow of all the activities, we request that the schedule for advances for expenses may be paid to us promptly
4. The billing will be undertaken by us in three parts. The first interim bill will be raised immediately after closure of the issue to cover 40% of our fee based on reported figures, excluding advance, if any, received. The second interim bill will be raised immediately on finalization of basis of allotment. The final bill will be submitted by us within 20 days from the date of dispatch. The balance amount, if any, due and payable to us, will have to be released within a week of submission of our final bill
5. GST will be charged as per applicable rate

1.4.3: Bank Details

Bank Name		
Branch Name		
C/A No.		
IFSC Code		
MICR Code		

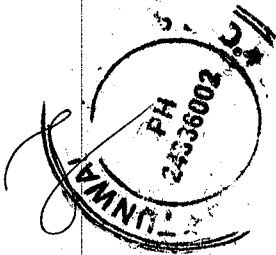
SKYLINE FINANCIAL SERVICES PRIVATE LIMITED

D-153 A, 1st Floor, Okhla Industrial Area, Phase - I, New Delhi-110020

Contact Number: +91-11-40450193-197


Email Address: ipo@skylinerta.com

Website: www.skylinerta.com
SEBI Registration No.: INR000003241
CIN: U74899DL1995PTC071324



SCHEDULE - III

Certificate of Registration of the Registrar

<p>निर्गम रजिस्ट्रार और शेयर अंतरण अधिकारी</p>	<p>FORM 8</p>	<p>REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS</p>
<p>भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA [निर्गम रजिस्ट्रार और शेयर अंतरण अधिकारी] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (Regulation 8) / Regulation 8A</p>		
<p>001298</p>	<p>रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION / PERMANENT REGISTRATION</p>	
<p>I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अर्धीन प्रदान कए गइल शक्तियों और विनियमों के साथ संलग्न उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रमाणपत्र में निर्गम रजिस्ट्रार और शेयर अंतरण अधिकारी (प्रकार-II) में निर्गम रजिस्ट्रार/शेयर अंतरण अधिकारी के रूप में</p> <p>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</p>		
<p>SKYLINE FINANCIAL SERVICES PVT. LTD. 123, VINOBA PURI LAJPAT NAGAR - II NEW DELHI 110 024</p>		
<p>को निम्नो की शर्तों के अधीन करते हुए और विनियमों के अनुसार नियंत्रण करने के लिए, यह प्रमाणपत्र प्रदान किया है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देया है।</p> <p>as registrars to an issue and share transfer agent in Category I (Registrars to an issue and share transfer agent) in Category I subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.</p>		
<p>II. निर्गम रजिस्ट्रार और शेयर अंतरण अधिकारी का रजिस्ट्रीकरण कोड</p> <p>II. Registration Code for the registrar to an issue and share transfer agent is:</p>		<p>INR000003241</p>
<p>This certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board</p>		
<p>III. जब तक नवीकरित न किया जाए, रजिस्ट्रीकरण प्रमाणपत्र इस विधिपरम्य है।</p> <p>III. Unless renewed, the certificate of registration is valid from</p>		
<p>स्थान Place</p> <p>MUMBAI</p>		<p>साक्ष्य से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से Secretary For and on behalf of Securities and Exchange Board of India</p>
<p>तारीख Date</p> <p>JANUARY 11, 2012</p>	<p>K SARAVANAN आधिकारिक हस्ताक्षर/ Authorized Signatory</p>	
<p>1. काष्ठान में से परे काटें। (Delete whichever is not applicable)</p>		

