



महाराष्ट्र MAHARASHTRA

2025

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९५

29 APR 2025

सक्षम अधिकारी

श्री. विनायक ब जाधव

This stamp paper forms an integral part
of the MOU Agreement entered between
Aplab Ltd & Adroit Corporate Services
Private Limited executed on 15th May 2025.





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2025

DR 137605

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९५

24 APR 2025

सक्षम अधिकारी

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of the MOU agreement entered between
Aplab Ltd. & Adroit Corporate Services
Private Limited executed on 15th May 2025.



DATED 15th day of May, 2025

REGISTRAR AGREEMENT

BY AND AMONGST

APLAB LIMITED

AND

ADROIT CORPORATE SERVICES PRIVATE LIMITED



REGISTRAR AGREEMENT

This Registrar Agreement (“**Agreement**”) is entered into on 15th day of May, 2025 at Mumbai, between:

APLAB LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No. 12, TTC Industrial Area, Thane Belapur Road, Village Digha, Thane, Navi Mumbai 400708, India (hereinafter referred to as the “**Issuer**” or the “**Company**” which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignees) of the **FIRST PART**;

AND

ADROIT CORPORATE SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office 18-20, Jaferbhoy Industrial Estate, Makwana Road, Marol Naka, Andheri (E), Mumbai 400059, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Issue**” which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**.

The Company and the Registrar are hereinafter referred, together as “**Parties**” and individually as “**Party**”.

WHEREAS

- 1 The Company is proposing a rights issue of such number of partly paid up equity shares having a face value of Rs. 10/- each (the “**Equity Shares**”), not exceeding ₹ 25 crore (the “**Issue**” and such equity Shares, the “**Rights Equity Shares**”), in compliance with applicable provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other applicable statutory and/or regulatory requirements to: (i) existing holders of the Equity Shares as of the record date to be determined by the Company (the “**Record Date**” and such holders of Equity Shares, “**Eligible Shareholders**”); and (ii) persons, if any, in whose favour such Eligible Shareholders may renounce their right to receive Rights Equity Shares in the Issue (“**Rights Entitlement**”).
- 2 The Issue has been authorised by the resolution passed by the Board of Directors of the Company (“**Board**”) at its meetings held on May 15, 2025.
- 3 The Company, subject to receipt of requisite approvals, is proposing to file a letter of offer (the “**Letter of Offer**”) with the SEBI and BSE Limited (“**BSE**”) in relation to the Issue.
- 4 The Registrar is registered with 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**”) and has a valid and subsisting registration (registration no. INR000002227).
- 5 In terms of Regulation 69(7) of the SEBI ICDR Regulations, the Company is required to appoint a registrar who has connectivity with all depositories in connection with the Issue. The Company has approached the Registrar to act as the Registrar to the Issue.
- 6 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 for, among other things, setting out the allocation of duties and responsibilities between the Registrar and the Company and in pursuance of the same, the Registrar and the Company have entered into this Agreement.
- 7 The Company has approached the Registrar to act as the registrar to the Issue and to perform attendant

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activities and functions in connection therewith, as per the terms and conditions set forth in this Agreement (the activities pertaining to it acting as the registrar to the Issue are hereinafter collectively referred to as the “**Assignments**” and includes all responsibilities required to be discharged by the Registrar, including those prescribed by SEBI) and the Registrar has accepted the Assignments.

- 8 All capitalised terms not specifically defined herein shall have the same meaning ascribed to such terms in the Draft Letter of Offer and Letter of Offer, as the case may be, to be filed with SEBI and the Stock Exchange.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

DEFINITIONS

Capitalized terms used in this Agreement (including the recitals above), unless the context otherwise requires, shall have the meanings ascribed to such terms as set out below:

“**Agreement**” shall mean this registrar agreement dated **May 15, 2025**, entered into between the Company and the Registrar;

“**Allotment**” shall mean allotment of Rights Equity Shares pursuant to the Issue;

“**Applicant(s)**” or “**Investor(s)**” shall mean Eligible Equity Shareholder(s) and/or Renouncee(s) who are entitled to make an application for the Rights Equity Shares pursuant to the Issue in terms of the Letter of Offer, including an ASBA Investor;

“**Application**” shall mean application made through submission of the Application Form or plain paper Application to the Designated Branch(es) of the SCSBs or online/ electronic Application through the website of the SCSBs (if made available by such SCSBs) under the ASBA process, to subscribe to the Rights Equity Shares at the Issue Price;

“**Application Form**” shall mean unless the context otherwise requires, an application form used by an Applicant to make an Application for the Allotment;

“**Assignments**” shall have the meaning ascribed to it in Recital 7 of this Agreement;

“**ASBA**” or “**Application Supported by Blocked Amount**” shall mean an Application (whether physical or electronic) used by Applicant(s) to make an application authorizing the SCSBs to block the Application Money in a specified bank account maintained with the SCSB;

“**Basis of Allotment**” shall mean the basis on which the Rights Equity Shares will be Allotted to successful Applicants in consultation with the Designated Stock Exchange in the Issue;

“**Board of Directors**” shall mean the board of directors of the Company or any duly constituted committee thereof;

“**BSE**” shall have the meaning ascribed to it in Recital 3 of this Agreement;

“**Central Government**” shall mean Central Government of India;

“**CDSL**” shall mean the Central Depository Services (India) Limited;

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“Companies Act” shall mean the Companies Act, 2013, as applicable and the relevant rules, clarifications, circulars, notifications, and regulations made thereunder;

“Company” or “Issuer” shall mean APLAB Limited;

“Data Protection Legislation” shall mean the legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation) the Information Technology Act, 2000 and Digital Personal Data Protection Act, 2023, as amended, including the Privacy Rules and any other applicable rules framed thereunder;

“Depositories” shall collectively mean NSDL and CDSL or any other depository registered with SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018 as amended from time to time read with the Depositories Act, 1996;

“Designated Stock Exchange” shall mean BSE Limited;

“DP” shall mean depository participant as defined under the Depositories Act, 1996;

“DP ID” shall mean depository participant’s identification number;

“Eligible Equity Shareholder(s)” shall mean existing Equity Shareholders as on the Record Date;

“Equity Shares” shall mean the partly paid-up equity shares of face value of ₹10 each of the Company;

“Escrow Collection Bank(s)” shall mean the bank as specified in the Letter of Offer;

“FPI” shall mean a foreign portfolio investor as defined and registered under the SEBI FPI Regulations;

“Issue Closing Date” shall mean the date of closing of the Issue as determined and disclosed in the Letter of Offer;

“Issue Opening Date” shall mean the date of opening of the Issue as determined and disclosed in the Letter of Offer;

“NRI” shall mean person resident outside India, who is a citizen of India and shall have the meaning ascribed to such term in the Foreign Exchange Management (Deposit) Regulations, 2016;

“NSDL” shall mean the National Securities Depository Limited;

“PAN” shall mean permanent account number;



“Personal Data” shall have the meaning ascribed to it under the Privacy Rules and Digital Personal Data Protection Act, 2023;

“Privacy Rules” shall mean Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended;

“Promoter” shall mean the promoter of the Company as described in the Letter of Offer;

“Promoter Group” shall mean the promoter group of the Company as determined in accordance with Regulation 2(1)(pp) of the SEBI ICDR Regulations and as described in the Letter of Offer;

“RBI” shall mean the Reserve Bank of India;

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“Record Date” shall mean the designated date for the purpose of determining the Equity Shareholders eligible to apply for Rights Equity Shares, to be decided prior to filing of the Letter of Offer;

“Renouncee(s)” shall mean person(s) who has/have acquired Rights Entitlements from Eligible Equity Shareholders on renunciation;

“Rights Entitlements” shall mean the number of Rights Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by the Eligible Equity Shareholder on the Record Date;

“Rights Entitlement Letter” shall mean the letter which includes details of Rights Entitlements of the Eligible Equity Shareholders. The Rights Entitlements are also accessible on the website of the Company and Registrar;

“Rights Equity Shares” shall mean the Equity Shares of the Company to be allotted pursuant to the Issue;

“SCSB” shall mean a self-certified syndicate bank registered with SEBI, which acts as a banker to the Issue and which offers the facility of ASBA. A list of all SCSBs is available at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34>, or such other website as updated from time to time;

“SEBI” shall mean Securities and Exchange Board of India;

“SEBI FPI Regulations” shall mean Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended;

“SEBI ICDR Master Circular” shall mean SEBI master circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024;

“SEBI ICDR Regulations” shall mean Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended;



“SEBI Listing Regulations” shall mean Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended;

“SEBI RTA Master Circular” SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024; and

INTERPRETATION

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;
- (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;


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- (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) references to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
- (g) references to any statute or statutory provision shall be construed as a reference to such provisions as it may have been from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- (h) a reference to an article, clause, section, paragraph or annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or annexure of this Agreement;
- (i) unless otherwise defined, reference to the word 'days' shall mean calendar days;
- (j) all capitalized terms not specifically defined herein shall have the same meanings assigned to such terms in the Letter of Offer, as applicable, in relation to the Issue, including any amendments, addendums or corrigenda issued thereto, to be filed with the SEBI and the Stock Exchanges or any other regulatory authorities, as may be applicable, in relation to the Issue;
- (k) the recitals, schedules and annexure hereto shall constitute an integral part of this Agreement; and
- (l) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

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

- 1 The Company hereby appoints Adroit Corporate Services Private Limited as Registrar to the Issue and the Registrar accepts such appointment by accepting the terms of its appointment and signing this Agreement.
- 2 The Registrar hereby undertakes to perform and fulfil the Assignment, including such functions, duties and obligations and to provide such services as are mentioned herein and to carry out such other functions, duties, obligations and provide such other services as are required under applicable law (including the rules, regulations, directions and circulars prescribed by SEBI and by-laws of the Stock Exchange) ("**Applicable Law**") in respect of the Issue. The Registrar undertakes and agrees that it shall be the Registrar's sole and absolute responsibility to ensure that such functions, duties, obligations and services are performed in a professional, timely and accurate manner.
- 3 Each Party hereby represents, warrants, undertakes and covenants to the other that:
 - (a) this Agreement constitutes a valid, legal and binding obligation on its part and is enforceable against it in accordance with the terms hereof; and
 - (b) the execution, delivery and performance of this Agreement and any other document(s) related hereto by it has been duly authorised and do not and will not contravene any provisions of, or constitute a default under (a) any law, regulation, judgement, decree or order of any governmental authority; (b) its constitutional documents; or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it or any of its assets.
- 4 The Registrar declares and undertakes that:
 - (a) it has obtained a certificate of permanent registration from SEBI, bearing registration number

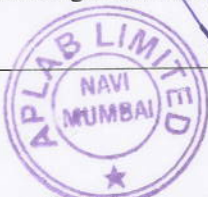

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INR000002227. A copy of the registration certificate dated **30/01/2013**, from SEBI is enclosed as **Schedule IV** hereto. The Registrar will keep Company informed on an immediate basis if its registration is cancelled, suspended or withheld for any regulatory or other reasons or if any prohibitory orders are passed, restricting it from carrying out the Assignment or if it is prohibited or restricted from performing the activities mentioned in this Agreement by any regulatory authority and shall cooperate to establish alternate arrangements;

- (b) it has a clean track record and no penalty has been imposed upon it by SEBI in the past. It has not violated any of the conditions subject to which registration has been granted to it and that no disciplinary or other proceedings have been commenced by SEBI against it and that it is not debarred / suspended from carrying on its activities as a registrar to an issue;
- (c) it shall perform the Assignment with highest standards of integrity and fairness, shall abide by the SEBI RTA Regulations, including the code of conduct as specified in Schedule III thereunder and other applicable provisions of the SEBI ICDR Regulations and shall act in an ethical manner in all its dealings with the Company, Eligible Shareholders, renounees, investors etc. and that it will not take up any activity which is likely to be in conflict with the interests of the Company, Eligible Shareholders, renounees, investors or contrary to or in violation of any rules, regulations, orders, guidelines or directions issued by SEBI, from time to time;
- (d) it shall make adequate disclosure to the Company of any potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased services;
- (e) it shall deploy the persons/officers who are well versed with the process involved in respect of the Issue and having necessary expertise and skills for the purposes of rendering services and it shall duly comply with all the statutory requirements of the applicable laws, rules and regulations including but not limited to regulations and rules framed by SEBI and the Stock Exchanges;
- (f) it shall carry out the Assignment and complete all the formalities accurately, diligently and within the stipulated time limits in accordance with Applicable Law. The Registrar shall immediately notify the Company on any likely delay in completion of any of the formalities. The Registrar shall also notify the of any errors committed while completing any of the formalities which could not be prevented;
- (g) it has the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance, disaster recovery system, expertise and the net worth to honour its obligations and liabilities under this Agreement; It will provide the details of such infrastructure required to manage the Issue to the Issuer, at least ten (10) days prior to the date of filing the Letter of Offer with the Stock Exchanges.
- (h) It will provide the details of such infrastructure required to manage the issue to the issuer, immediately after signing of this agreement and in all events prior to the date of filing the letter of offer with the stock exchanges;
- (i) it shall ensure that adequate resources including sufficient qualified manpower are dedicated in the performance of the services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no deficiency(s)/error(s) in the services to be performed by the Registrar;
- (j) it is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended;

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- (k) it shall cooperate and comply with any instructions which the Company may provide in respect of the Issue;
- (l) it shall keep the Company fully informed about the progress with regard to any legal action initiated against it and / or any of its group entities by any regulator from time to time;
- (m) it has connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and Central Depository Services Limited ("CDSL"), (together, "Depositories");
- (n) 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;
- (o) this Agreement has been duly authorised, 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 the Assignment by the Registrar does not violate, or constitute a breach of any law, regulation, court or tribunal, order or any agreement, deed or undertaking entered into by the Registrar;
- (p) it is not an associate of the Company as per Regulation 13A under the SEBI RTA Regulations; and
- (q) in the event the Registrar is unable to continue to act as a Registrar to the Issue, at any point of time, due to any direction of any statutory or regulatory authority or otherwise, it shall immediately inform the Company and take steps, in consultation with and as per the directions (if any) of SEBI, if any, and the Company, for a smooth transition of the data in connection with Rights Equity Shares and the Issue held by the Registrar at no cost to the Company for such transition to another registrar as may be appointed by the Company.



5 The Company hereby declares that, it has complied with and agrees to comply with all statutory formalities under the Companies Act, the SEBI ICDR Regulations and other relevant statutes to enable it to undertake and make the Issue. The Company also agrees that, it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any applicable legislations, rules, regulations or guidelines issued by SEBI.

6 The Company and the Registrar agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule I** hereunder. The activities listed in the **Schedule I** are indicative and not exhaustive and conform to the model agreement contemplated under the SEBI RTA Regulations. The Company and the Registrar may include further activities agreed upon by the Parties which shall be listed and mutually agreed upon. Further, the Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the Letter of Offer, Abridged Letter of Offer and the Application Form (collectively, the "Issue Documents"). The Registrar hereby consents to the inclusion of its name as the Registrar to the Issue in all such documents as are required for the Issue including the Issue Documents. However, the Registrar will do all such activities as may be incidental to discharge its obligations hereunder at no additional cost to the Company.



7 Without prejudice to the contents of Clause 6 above, the following activities shall form part of the Registrar's Assignment, without limitations:

- (a) calculation of Rights Entitlement and fractional entitlements for each Eligible Shareholders as on the Record Date;

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- (b) coordinating with the Depositories for obtaining the complete list of shareholders of the Company as on the Record Date and preparing the final list of Eligible Shareholders with complete details, name of shareholder, including Client ID, DP ID, folio number (in case of Equity Shares of the Company held in physical form), category of shareholder, shareholding, Rights Entitlement, address (including secondary address, where such shareholder is situated outside of India) and bank details registered with the Depository Participant. All details mentioned above shall also be provided separately for the Promoter/Promoter Group entities enumerated in the Letter of Offer as on the Record Date within one (1) calendar day of the Record Date. Further, for non-resident shareholders whose address is in the United States of America, the Registrar shall provide the Issuer with all details specified hereinabove separately within two (2) calendar days of the Record Date;
- (c) assisting the Company in obtaining a separate ISIN for credit of Rights Entitlement, crediting the Rights Entitlement into the separate ISIN, to the demat account of the Eligible Shareholders before the date of opening of the issue, against the Equity Shares held by them as on the Record Date in terms of the SEBI Circular. The Registrar shall ensure that the ISIN of Rights Entitlement shall be kept frozen (for debit) in the depository system till the Issue Opening Date;
- (d) Prior to the Issue opening date, crediting the Rights entitlement to a Demat Suspense Escrow Account opened by the Company, for the Eligible Shareholders, which would comprise Rights entitlement relating to (a) Equity shares held in demat suspense account pursuant to Regulation 39 of SEBI Listing Regulations; or (b) Equity shares held in the account of IEPF Authority; or (c) demat accounts of a eligible shareholders which are frozen or where the demat account details are not available with the Company and Registrar on the record date; or Equity shares held by Eligible Shareholders holding Equity shares in physical form as on record date where details of Demat Accounts are not provided by the Eligible Shareholders to the Company or the Registrar; or credit of rights entitlements returned/ reversed/ failed; or (f) the ownership of the equity shares currently under dispute, including any court proceedings. Further an intimation should be sent to such Eligible Shareholder by the Registrar;
- (e) carrying out due procedure in relation to processing of multiple application as provided in letter of offer
- (f) making best effort in procuring the demat account details of Eligible Shareholders holding equity share as on record date such that these details are available not later than 2 working days prior to the issue closing date, including in the manner required under SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 read with SEBI circular SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020;
- (g) Crediting, their Rights Entitlement to the demat account provided by the physical shareholders, not later than two working days prior to the Issue Closing Date, such that credit of Rights Entitlement in their demat account takes place at least one day before the Issue Closing Date;
- (h) Assisting in various corporate actions as well as trading applications as may be required including credit of rights entitlement before issue opening date, credit of Rights Equity shares to be issued pursuant to the issue and coordinating with the Stock Exchanges to get renunciation date.
- (i) The Registrar shall submit details of total Rights Entitlement credited to the eligible shareholders, to the Company immediately after completing the corporate action for the same and but not later than time as prescribe by SEBI (prior to the issue opening date);

 <p>Company</p>	 <p>Registrar</p>
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- (j) The details with respect to Rights Entitlement shall be made available on the website of the Registrar and the investors shall be able to check their respective entitlements on the website of the Registrar by keying their details, after adequate security controls to ensure that investors' information is made available only to the particular investor;
- (k) Assist (including verification) the Company in (a) Preparation of FAQs (b) updation of Indian Address/ email address/ mobile no. of Eligible Shareholders of the Company (c) updation of Demat Account details by eligible shareholders holding shares in physical form;
- (l) Coordinating with the Depositories to suspend the ISIN of Rights Entitlement for transfers, from Issue Closing Date;
- (m) The Registrar shall ensure that the Rights Entitlement which are neither renounced nor subscribed by the shareholders, shall be lapsed after closure of the Issue;
- (n) Ensuring that the Rights Entitlement which is lapsed is extinguished from the depository system once securities are allotted pursuant to the Issue. Once allotment is done, the ISIN for Rights Entitlement shall be permanently deactivated in the depository system by the depositories;
- (o) Opening appropriate demat escrow suspense account and ensuring the same is done before the record date;
- (p) Drafting of entitlement letter and dispatch of the same to eligible shareholders along with application form and letter of offer and coordinating printing of the same, if required;
- (q) Determining the Eligible Shareholders who have valid email addresses to whom issue materials can be sent and the list of shareholders to whom the dispatch of issue materials needs to be sent through email as communicated by the Company and as required under SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 read with SEBI circular SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020 and applicable laws;
- (r) reviewing and commenting on the contents of the Application Form, and dispatch of blank Application Forms, envelopes, rights Entitlement letter and dispatch, electronically and as required by the Company, of them to the Eligible Shareholders. The Registrar shall also upload the letter of offer, Application Form and details of Rights entitlement on its website. However, the Registrar shall send Applications, and rights entitlement letter only to the email addresses of the Eligible Shareholders who have provided their Indian addresses or through such other modes as may be communicated by the company to the registrar and shall not dispatch any such documents to any Eligible Shareholders whose addresses are outside of India;
- (s) ensuring dispatch of all issue material whether electronically or physically (through ordinary/Speed post as may be required by the Company) is completed within the timelines prescribed under SEBI ICDR regulations and other applicable laws, which is at least three days prior to the issue opening date;
- (t) Issuing confirmation on timely dispatch immediately after completion of dispatch to the company to enable publishing and upload of the dispatch advertisement under Regulation 84 of SEBI ICDR regulation at least two days prior to the issue opening date, read with SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 read with SEBI circular SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020 and SEBI/HO/CFD/CFD-PoD-1/P/CIR/2025/31 March 11, 2025. Further, the registrar shall also upload such advertisement in connection with the issue on its website;

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- (u) Ensure that data/ information pertaining to publication of dispatch advertisement and issue of confirmation thereto in connection with the post issue advertisements in accordance with regulation 92 of SEBI ICDR regulations, shall be provided within 10 days of completion of various activities specified under such regulation, and other applicable laws;
- (v) collecting data from the Stock Exchanges, including the number of Rights Equity Shares applied for, DP ID, client ID and PAN and total number of ASBA applications uploaded by the Self-Certified Syndicate Banks ("SCSBs") and the total amount blocked against the uploaded ASBA, from each SCSB, as applicable;
- (w) providing the Company with the pre-Issue, Issue & Post Issue shareholding of the Company in the format specified under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended and as may be required;
- (x) providing detailed instructions to the Banker(s) to the Issue and SCSBs, including the format and timeline for receipt of information in relation to the Issue, at least three working days before the Issue Opening Date;
- (y) providing the split between Eligible Shareholders and renouncees for Rights Equity Shares applied for as part of their respective Rights Entitlement and additional rights equity shares applied for, after the Issue Closing Date in the following format;

Category	Shares applied for		Rights Entitlement additionally purchased
	Entitlement	Additional	
Eligible Shareholders			
Renouncees			



- (z) providing daily collection figures in Rupees and the number of Rights Equity Shares applied for;
- (aa) providing correct data in time to enable the Company to finalize the basis of allocation and Allotment in coordination with the Stock Exchanges for timely approval of the Basis of Allotment;
- (bb) ensuring that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, circulars issued by the Stock Exchanges, guidelines and notifications and as specified in the Issue Documents;
- (cc) post communication of the Basis of Allotment by the Company, preparation of list of Allottees entitled to allocation of Rights Equity Shares and preparing the Intimation cum Refund Advice, in consultation with the Company;
- (dd) ensure that correct credit of Rights Equity Shares to respective demat accounts of the Allottees is made in time, as specified in the Letter of Offer and as required under Applicable Law and to receive the confirmation of credit of the Rights Equity Shares to the demat accounts of the 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 to be appointed in connection with the Issue and confirm all formalities are completed;
- (ee) obtaining demographic details of all applicants from Depositories;

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- (ff) obtaining details of holders of Rights Entitlements as on issue closing date, from the Depositories;
- (gg) After reconciliation of valid ASBA applications, funds blocked/received in escrow account and Rights Entitlements demat holding list, the Registrar shall finalise allocation of securities offered through the Issue;
- (hh) Registrar shall credit the shares to the respective demat accounts of the applicants based on basis of allotment approved by the Designated Stock Exchange and shall issue instructions to unblock bank accounts/ send refund intimations wherever necessary;
- (ii) Replying to queries from Applicants on the Application Form and on the method of application provided that any written advice from the Registrar to the Applicants shall be subject to the prior written intimation to the Company. However, if the Registrar receives any request for advice related to the Issue from Eligible Shareholders having return addresses situated in the United States, the Registrar shall duly forward the requests to the Company and shall not be responsible for dispatch of advice to such Eligible Shareholders.
- (jj) ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Rights Equity Shares are proposed to be listed, are taken within 3 working days from the date of closure of Issue;
- (kk) Collection of any regulatory approval including approval from RBI, submitted along with the application and communicating the same to Company promptly;
- (ll) Ensuring that all investor complaints received are suitably addressed on priority basis.
- (mm) ensuring that allotment made is correct and timely uploading of the correct file in the depository system;
- (nn) providing / specifying the format to the SCSBs in which information in relation to ASBA is required;
- (oo) dispatch of letters of Allotment / Allotment Advice / Refund Intimations or other permissible means to communication allotment and refund details in timely manner;
- (pp) uploading the data of Allottees who have opted for shares in electronic form;
- (qq) crediting of Rights Equity Shares to the allottee's demat accounts/ demat escrow account within the time frame indicated in the Letter of Offer;
- (rr) issue of duplicate refund orders (after obtaining suitable indemnity bonds), revalidation of refund orders and reconciliation of refund orders, subject to the Company's approval;
- (ss) processing the rejected cases as per the procedure finalized with the Company or as mentioned in the Letter of Offer;
- (tt) intimating to SCSBs and/or Banker(s) to the Issue, before Issue Opening Date, the Issue Opening date and Closing Date/time;
- (uu) co-ordination with SCSBs for submission of final certificates and Escrow Collection Bank for

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 Company	 Registrar
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provisional and final certificates, after taking into account of rectifications, if any;

- (vv) to review the Terms of the Issue section and other procedural disclosures in the Issue Documents;
- (ww) co-ordinating with the concerned Depository and ensuring that the number of Rights Entitlements (RE) / Rights Equity Shares Allotted to each category of Applicants is correct in all respects and taking necessary steps as prescribed by the Depositories for cancellation/extinguishment of RE ISIN, if required at the appropriate time;
- (xx) maintaining record of returned mail showing details of contents of the letter, details of Refund intimations, date of dispatch, date of return and reasons for being returned;
- (yy) ensuring that a proper grievance handling mechanism is in place at its office during the Issue period and after the Issue Closing Date, in accordance with Applicable Law. Further, maintaining a complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which Complaints disposed of. Complaints received through SEBI, if any, shall also be recorded in the complaints register in addition to the complaints received directly;
- (zz) maintaining such other records in accordance with the SEBI RTA Regulations or as may be specified by SEBI, the Company in relation to carrying on the activities as Registrar to the Issue, provided the Registrar shall maintain all the records for at least eight years;
- (aaa) matching the DP ID, Client ID, and PAN, specified in the reconciled electronic data received from the Stock Exchanges and with the Depository's database;
- (bbb) reconciling the compiled electronic data collected from the Stock Exchange and the data collected from the SCSBs with the bank schedules provided by the Banker(s) to the Issue;
- (ccc) rejecting the applications (in respect of which the DP ID, Client ID and PAN specified in the reconciled data does not match the details in the Depository's database; or in respect of folio no. *vis-à-vis* records of the Company or registrar
- (ddd) drawing up a list of all technical rejection in accordance with the Terms of the Issue section included in the Letter of Offer and keeping the same ready for verification by the Company no later than five calendar days from the Issue Closing Date or other timeline which may be decided;
- (eee) providing a confirmation to the Company of the amounts to be transferred to the Banker(s) to the Issue or to be unblocked from the ASBA accounts;
- (fff) providing all necessary schedules, workings and / or certificates required for the Company:
 - (i) to make an application to the Stock Exchange to seek in-principle approval;
 - (ii) provide assistance to make an application to the stock exchange to seek listing and trading approval of Res;
 - (iii) provide assistance to make an application to CDSL / NSDL for ISIN creations, credit of Rights Entitlement in the temporary ISIN, credit of Rights equity shares to the applicant as per the basis of allotment;

 Company	 Registrar
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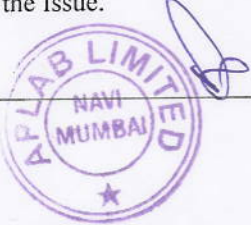

- (iv) provide assistance to make an application to CDSL / NSDL for ISIN creation, credit of rights Equity shares in the temporary ISIN and for ISIN post allotment of Rights equity shares;
 - (v) to make an application for final listing and trading approval to the Stock Exchanges; and
 - (vi) provide assistance to make an application for final listing and trading approval to the stock exchanges;
 - (ggg) keeping accurately, at all times, the electronic records relating to ASBAs received from all SCSBs;
 - (hhh) Co-ordinating with the Company to transfer (a) the rights Entitlement from Suspense Demat Account to shareholder's account; and (b) post allotment, the rights Equity shares from Demat Escrow Account to the Demat account of the Eligible Shareholders, where the details of Demat account of such shareholders holding shares in physical form have been received, and in such situations, assisting the Company to reconcile for correct and timely credits/ transfers.
 - (iii) finalising various initial and final post-Issue monitoring reports, such as the three-day report and final Issue monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company; and
 - (jjj) the Registrar also agrees to maintain records as per SEBI RTA Regulations; provided, the Registrar shall maintain all the records for at least eight years.
- 8 The Registrar shall provide all assistance in formulating and implementing any plan to ensure that the timelines and other requirements prescribed under Applicable Laws and SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 read with SEBI circular SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020 and SEBI/HO/CFD/CFD-PoD-1/P/CIR/2025/31 March 11, 2025 and as agreed by the Company are met.
- 9 The Registrar shall not hand over any Application Form or other documents / records pertaining to the Issue to any other person, except to the Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company, until the completion of dispatch of Allotment Letters, Refund Orders, Share Certificates, etc. The Company agrees that it will have access to the Application Form / documents pertaining to the Issue at the office of the Registrar only.
- 10 The Registrar and its officers, employees and agents shall not either during the term of, or after the termination of, their appointment hereunder, divulge to any third party, any confidential information about the Company or the Issue which comes to its knowledge in its capacity as Registrar to the Issue.
- 11 The Registrar will handle the Assignment from any of its offices which have been declared to SEBI and approved by it for carrying on its activities. The addresses of such offices shall be printed in all relevant stationeries pertaining to the said Issue.
- 12 The Registrar shall in a timely manner, provide all accurate information to be provided by it under this Agreement and the Applicable Law, to ensure proper Allotment of the Rights Equity Shares, dispatch/Email of instructions to SCSBs to unblock the bank accounts of the ASBA Bidders. The Registrar shall be responsible for the correctness and validity of the information relating to any Refunds required to be made that has been provided by the Registrar to the Banker(s) to the Issue, including any of their correspondent banks.

 Company	 Registrar
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Provided that the Registrar shall issue instructions to SCSBs and Banker(s) to the Issue within one working day from approval of Basis of Allotment with Designated Stock Exchange for transferring Application monies to the extent of Allotment to the Company account.

- 13 The Registrar shall ensure compliance with all Applicable Law including the provisions of (i) the SEBI circular No. SEBI/CFD/DIL/31/2008/30/7 dated July 30, 2008, (ii) the SEBI circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, (iii) the SEBI circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iv) the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, (v) the SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013 (vi) SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020; (vii) SEBI circular SEBI/HO/CFD/CIR/CED/DIL/67/2020 dated April 21, 2020; (viii) the SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020; read with SEBI Circular SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020 and SEBI/HO/CFD/CFD-PoD-1/P/CIR/2025/31 March 11, 2025 (ix) various other circulars issued by SEBI from time to time, to the extent applicable.
- 14 The Registrar shall undertake that it shall not generally and particularly in respect of any dealings in the Rights Equity Shares be party to:
- (a) creation of false market;
 - (b) price rigging or manipulation;
 - (c) passing of unpublished price sensitive information to any third party including without limitation, brokers members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors; and
 - (d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.
- 15 The Registrar shall ensure that:
- (a) the Registrar has a proper system to track, address and redress investor complaints;
 - (b) adequate steps are taken for proper allocation and Allotment of Rights Equity Shares without delay and as per law; and
 - (c) all responsibilities are undertaken for any reach out to be made to shareholders holding Equity Share in physical mode, getting their demat account details, credit Rights Equity Shares or Rights Entitlements to the relevant suspense accounts, as may be required, any Rights Entitlements related matters, or matters in relation to making applications or Allotment in the Issue;
 - (d) the information furnished to the SCSBs in discharging its responsibility under the ASBA process is correct and valid.
 - (e) demographic details provided by the Eligible Shareholders or other investors in the Applications Forms shall not be used by it for any purpose other than in relation to the Issue.
- 16 The Registrar shall act as a nodal agency for redressing complaints of investors, including providing guidance to ASBA investors regarding approaching the SCSB concerned or with respect to providing familiarity with the Application process or with respect to guidance on the procedural aspects with respect to the Issue.

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 Company	 Registrar
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- 17 The Registrar shall extend all necessary support to the Company, and the SCSBs as may be required for the smooth and speedy functioning of the ASBA process and the process prescribed under SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2020/13, dated January 22, 2020 and SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 read with SEBI circular SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020 and SEBI/HO/CFD/CFD-PoD-1/P/CIR/2025/31 March 11, 2025.
- 18 The Company shall make available in advance to the Registrar, requisite funds for postage, mailing charges for dispatch of allotment letters; allotment advice, refund intimations etc. if proposed to be dispatched in printed form.
- 19 The Registrar will extend all facilities to complete allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matter.
- 20 The Company agrees that it shall make available the relevant master data, both in physical and electronic form as on the Record Date, signature data / card, details of all stop transfer cases etc. and all such details, physical records and electronic data, that may be required in future as and when the same are called for from the Registrar.
- 21 The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchange for the Issue.
- 22 The Registrar shall be required to inform the Company within 48 hours from receipt of any complaints of the investors and redress complaints of the investors (within seven days of receipt of the complaint during the currency of this Agreement and continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and the Company shall extend necessary co-operation to the Registrar for it to comply with such regulations. The Registrar shall provide a status report of investor complaints on a fortnightly basis to the Company. Similar status reports should also be provided to the Company as and when required.
- 23 The Registrar and the Company agree that the fees and charges payable to the Registrar for handling the Assignment which is mentioned under Schedule II.
- 24 The Company shall be entitled to terminate this Agreement in the event the Registrar's Certificate of Registration is suspended / cancelled or SEBI or any other regulatory authority debars the Registrar from carrying on its activities. In the event the Company decides not to proceed with the said Issue, this Agreement shall be terminated without the Registrar having any recourse to any compensation from the Company. Further, the Company may terminate this Agreement with or without cause, upon giving seven days' notice to the Registrar of its intention to 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. 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.
- 25 If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company or their newly appointed registrar to the said Issue towards taking over duties and responsibilities as the new registrar to the Issue. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement.

 Company	 Registrar
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- 26 Should there be any major change in the Issue Opening Date from that indicated or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political, economic or industrial disturbance or in any event caused by force-majeure, the Registrar shall have the option to withdraw from the Issue before the Issue Opening Date and/or re-negotiate this Agreement with the Company. However, the Registrar shall continue to be responsible for the assignment until the new registrar takes over the duties and responsibilities of the Registrar. Provided that, without prior consent of the Company, the Registrar shall not withdraw from the Issue or renegotiate this Agreement due to pandemic and any consequent restrictions' lockdown and any change in circumstances thereof,
- 27 The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and the Registrar will not be in any way construed to be an agent of the Company in any other business of the Company in any manner whatsoever.
- 28 The Registrar shall act with due diligence, care and skill, while discharging the assignment. However, the Registrar shall indemnify and hold harmless the Company and their affiliates, advisors, its successors and each of their respective directors, officers, employees and agents (collectively "Indemnified Party") at all times from and against all complaints (Including from investors or any regulatory authority) suits, claims, actions, litigation, losses, damages, penalties, cost, charges, expenses, notices, interest due to delay in refunding the amount and demands which may be made or commenced against the Company, Eligible Shareholders for the Rights Equity Shares, any holder of the securities issued or any third party as a consequence of any act or omission of or any failure, negligence, deficiency or error on the part of the Registrar or any of its officers, employees or agents in performing, fulfilling or providing any of its functions, duties, obligations and services hereunder. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Indemnified Parties 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, their affiliates and each of their respective directors, officers, employees and agents, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed solely by a party other than the Registrar, and where the Registrar has not acted negligently or committed an act of wilful misconduct.
- 29 The Registrar warrants and the Company agrees to the following understanding with regard to the execution of instructions carried out by the Registrar:
- the Registrar is authorised to act on instructions given in the manner set out in this Agreement (including but not limited to verbal and electronic instructions) in circumstances where Registrar reasonably believes those instructions have emanated from the Company or any person with authority to act on their behalf.
 - the Registrar is authorised to communicate electronically on all matters related to Engagement.
 - the Registrar will not be liable for any loss due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions, of any person(s), other than the Registrar.
 - the Registrar will exercise all reasonable and proper skill and attention necessarily required to discharge its duty of care to the Company for rendering the services contemplated under this Agreement. However, the Registrar's work is not designed to investigate nor interrogate for fraud and/or dishonesty and accordingly, the same shall not be deemed to be a part of Registrar's

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 Company	 Registrar
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scope of work, except to the extent set out under this Agreement.

- e. The Registrar's staffs that may be deployed on this assignment from time to time have a specific agreement with Registrar which prevents them from employment opportunities with any of its clients, without the Registrar's prior consent. In the event that the Company contemplates offering an employment opportunity to any of Registrar's existing staff, the same must not be with respect of a staff with whom the Company have had dealings in connection with this engagement during the 12 (twelve) months immediately prior to their approach, without the Registrar's prior written consent.

The Registrar also undertakes to immediately, on the date of this Agreement, enter into a letter of indemnity ("Letter of Indemnity") in the format set out in **Schedule III** with the Company. The Registrar acknowledges and agrees that entering into this Agreement for performing its duties and responsibilities is sufficient consideration for the Letter of Indemnity.

- 30 In an event of default of any of the duties and responsibilities of the Registrar herein or any error in the services rendered by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to rectify such defaults and the Registrar shall be directly responsible for any liability arising out of such error or failure to deliver the services contemplated in this Agreement. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, and then they shall within three working days upon being instructed by the Company; transfer all the documents in their possession including shares, to any other registrar/depository as instructed by the Company and/or SEBI.
- 31 Any notice communication or documents to be given to the Parties may be given by personal delivery, registered/speed post, email. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by post on expiration of three days after it has been delivered to the post office for onward dispatch and if given by fax or email upon transmission thereof. Provided that, any notice etc., email shall be confirmed in writing. All notices to the Parties shall be addressed as under:

If to the Company:

APLAB Limited

Plot No. 12, TTC Industrial Area, Thane Belapur Road, Village Digha,
Thane, Navi Mumbai 400708,

Contact Person: Mr. Rajesh K. Deherkar / Mr. Ramesh Babu A

Telephone No.: 9820257520 / 9820542586

E-mail: deherkar@aplab.in / shares@aplab.com

If to the Registrar:

M/s. Adroit Corporate Services Private Limited

Address: 19, Jaferbhoy Industrial Estate, Makwana Road,

Marol Naka, Andheri (East), Mumbai - 400059

Telephone: 022-42270400 | Fax: 022 - 28503748

E-mail: info@adroitcorporate.com

Investor grievance: rtaclientservice@adroitcorporate.com

Contact Person: Mr. Sandeep Shinde & Ms. Divya Nadar



A notice shall not be deemed to have been served if it is sent to an address different from the address specified above. Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective from five business days thereafter or such later date as may be

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 Company	 Registrar
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specified by the Party whose address/contact details are changed.


- 32 The Registrar and the Company agree that non-compliance of any of the covenants contained herein by either Party shall be reported to SEBI within seven days by the other Party immediately.
- 33 The Registrar may have to provide certain information regarding the Eligible Shareholders as may be required under any legislation or regulation 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. The Registrar agrees that the Company will be informed of such requisition notice and the Registrar shall seek the Company's approval before sharing any information.
- 34 In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) any dispute or difference arises between the Parties hereto as regards the validity and the interpretation of this Agreement and which is not settled within 15 days through negotiations, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Company, one by the Registrar and the two arbitrators so appointed will jointly appoint the third arbitrator). All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 as amended and shall be conducted in English. The Arbitration shall take place in Delhi, India. Unless the arbitral tribunal directs otherwise, the unsuccessful Party(ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Party(ies). The arbitral award shall state the reasons on which it is based. The arbitral award shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction.
- 35 This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws and rules and with subject to the exclusive jurisdiction of the courts in Delhi.
- 36 Neither Party shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other.
- 37 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, 28, 30, 31, 32 and this clause shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents, other information and data which are in the possession or custody of the Registrar shall be handed over to the Company.
- 38 If any provision(s) of this Agreement is held to be prohibited by or invalid under any Applicable Law or becomes inoperative as a result of a change in circumstances, such provision(s) shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
- 39 The Registrar shall continue to be responsible for the Assignments until the new registrar takes over the duties and responsibilities of the Registrar. Provided that, without prior consent of the Company, the Registrar shall not withdraw from the Issue or renegotiate this Agreement due to pandemic and any consequent restrictions/ lockdown and any change in circumstances thereof.
- 40 This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

 Company	 Registrar
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This signature page forms an integral part of the Registrar Agreement executed by and between APLAB Limited and Adroit Corporate Services Private Limited

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

For and on behalf of **APLAB Limited**


(Authorised Signatory)



Company



Registrar

This signature page forms an integral part of the Registrar Agreement executed by and between APLAB Limited and Adroit Corporate Services Private Limited.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

For and on behalf of **Adroit Corporate Services Private Limited**

Diviya Nadar



Diviya Nadar
Company Secretary



Company





Registrar

SCHEDULE I

Allocation of activities pertaining to the Assignments between the Company and the Registrar in connection with the Issue

Sr. No.	ACTIVITIES	RESPONSIBILITY
I.	PRE-ISSUE WORK:	
1.	Finalization of Bankers to the Issue, list of branches, controlling and collecting branches.	Registrar/Company
2.	Design of Application Form, Rights Entitlement Letter, Plain Paper Application, Company schedule, pre-printed stationery.	Company
3.	Preparing and issuing detailed instructions on procedure to be followed by collecting and controlling branches (including SCSBs).	Registrar
4.	Crediting Rights Entitlement in the special ISIN created for the purpose and taking necessary steps for cancelling / extinguishment of the same at the appropriate time.	Company/ Registrar
5.	Credit/transfer of Rights Entitlements in demat account of physical shareholders who have provided demat account details, if applicable	Registrar/Company
6.	Credit of Rights Entitlements of Eligible Equity Shareholders holding shares in physical form to demat suspense escrow account and transfer of Rights Entitlement	Registrar/ Company
7.	Payment towards postage of blank Application Forms, covering letter and Letter of Offer, and Rights Entitlements Letter.	Company
8.	Upload details with respect to shareholder entitlement on its website	Registrar
9.	Creation of Master List and Over Printing covering/intimation letters.	Registrar
10.	Upload Application Form on its website	Registrar
II.	ISSUE WORK:	
1.	Printing and transmitting/dispatch of blank Application Forms/ Intimation Letter / Letter of Offer / Rights Entitlement Letter.	Company
2.	Acceptance and processing of Applications from designated collection centres in the manner prescribed under the SEBI ICDR Regulations.	Registrar
3.	Co-ordinating for modification of Application in accordance with Applicable Laws on T	Registrar
4.	Resolution of difficulties faced by Investors and Investor complaints on priority basis in Application process.	Registrar
5.	Credit of Rights Entitlements to demat suspense escrow account in respect of shareholders holding Equity Shares in physical mode whose demat details have not been received and coordinate to transfer from demat suspense escrow account to such shareholders' demat account after receipt of details of their demat account	Registrar
6.	Collection of daily figures from Banker(s) to the Issue/SCSBs, informing the SCSBs about errors, if any, in the bid details, along with an advice to send rectified data within specified date	Registrar
7.	Receiving and processing plain paper applications	Registrar
8.	Obtain details of holders of Right Entitlements as on Issue Closing Date, from the depositories	Registrar
9.	Collection of final certificate and schedule pages from controlling branches of SCSB.	Registrar
10.	Uploading the Letter of Offer and Application Form on its website.	Registrar
11.	Expediting dispatch of final certificate from the controlling branches of Bankers to the Issue / SCSBs.	Registrar



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 Company	 Registrar
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Sr. No.	ACTIVITIES	RESPONSIBILITY
12.	Informing Stock Exchanges and providing necessary certificates to the Company on closure of Issue.	Registrar
13.	Reconciliation of number of Applications, securities applied and money received as per final certificate received / SCSBs with number of RE available in the special ISIN with respective details and such reconciliation with bid files.	Registrar
14.	Identify and reject Applications of technical faults/rejections and duplicate Applications with reference to applicable statutory / regulatory / contractual requirements.	Registrar
15.	Preparing statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange.	Registrar
16.	Finalising Minutes of the Meeting/Basis of Allotment for approval by the Designated Stock Exchange.	Registrar/ Company
17.	Allotment of Rights Equity Shares on the formula devised by Stock Exchanges.	Registrar
18.	Obtaining certificate from auditors/independent company secretary that the Allotment has been made as per the Basis of Allotment.	Company
19.	Upload of Rights Equity Shares into Depository system of shareholders, holding/opting for dematerialised mode/ corporate actions with NSDL and CDSL.	Registrar
20.	Preparing list of Allottees and non-Allottees as per the Basis of Allotment approved by the Designated Stock Exchange.	Registrar
21.	Preparation of Allotment register cum return statement, register of members, index register.	Registrar
22.	Preparation of distribution schedule / shareholding pattern for submission to Stock Exchanges.	Registrar
23.	Preparing register of members.	Registrar
24.	Mailing of documents by registered/speed post.	Registrar/ Company
25.	Payment of consolidated stamp duty on Allotment letters or procuring and affixing stamp of appropriate value.	Company
26.	Issue of duplicate refund intimation.	Registrar
27.	Handling Investor grievances received through phone, email, fax, letter or any other mode and ensuring settlement of all Investor complaints.	Registrar on priority basis / Company
28.	Provision of dispatch confirmation certificate to the Company.	Registrar
29.	Preparing and publishing post-Issue advertisements giving such details within as required under Applicable Laws and within 10 days of completion of activities specified under Regulation 92 of the SEBI ICDR Regulations and Applicable Laws	Company
30.	Providing initial and final post-Issue reports	Registrar/Company
31.	Providing all relevant reports for listing, trading of Rights Equity Shares within the timelines mentioned in the Issue Documents, in consultation with the Company.	Registrar
32.	Finalising various post-Issue monitoring reports, along with relevant certificates/documents, in consultation with the Company, for submission to SEBI within the stipulated time.	Registrar/Company
33.	Preparation of return of allotment to be filed with the RoC and any other regulatory authority.	Registrar

SCHEDULE - II

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 Company	 Registrar
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SCHEDULE OF FEES AND TERMS OF PAYMENT:

Sl. No.	Particulars	Amount
1	Processing charges for Rights issue	4,50,000/-
2	Charges for Investor Interface	50,000/-

NOTE :

1. All out of Pocket Expenses in connection with Traveling including local conveyance, courier services, printing & stationery charges for sending communication to shareholders and other incidentals shall be reimbursed at actual. Supporting bills will be provided wherever required.
2. The Invoice / Debit Notes and / or any other claims including out of pocket expenses raised by the Registrar should be settled within a fortnight of receipt by the Company, failing which an interest at 18% p.a. shall become payable on such amount. The Postal charges for bulk postage will have to be paid in advance by the Company for meeting the mailing expenses.
3. The Company has to pay for GST arising out of the bills as per the prevailing law at the time of billing.
4. The Company has to pay the charges for payment gateway vendor for processing the transactions via netbanking / UPI.
5. The Company has to pay the Annual Fee/charges, Corporate Action fee, etc., if any, to be levied by NSDL and CDSL

 Company	 Registrar
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SCHEDULE - III

LETTER OF INDEMNITY

Date: 15th May, 2025

To,
Aplab Limited
Plot No. 12, TTC Industrial Area,
Thane Belapur Road, Village Digha,
Thane, Navi Mumbai 400708.

Dear Sir/Madam,



Re: Letter of indemnity by Adroit Corporate Services Private Limited ("Letter of Indemnity") pursuant to the agreement entered into between APLAB Limited (the "Company") and Adroit Corporate Services Private Limited (the "Registrar") dated 15th day of May, 2025 (the "Agreement").

The Company is proposing a rights issue of its equity shares having a face value of Rs.10 each (the "Equity Shares"), not exceeding Rs. 25 Crore (the "Issue" and such Equity Shares, the "Rights Equity Shares"), in compliance with applicable provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("SEBI ICDR Regulations") to: (i) existing holders of the Equity Shares as of the record date to be determined by the Company (the "Record Date" and such holders of Equity Shares, "Eligible Shareholders"); and (ii) persons, if any, in whose favour such Eligible Shareholders may renounce their right to receive Rights Equity Shares in the Issue ("Rights Entitlement").

The Registrar has been appointed as the Registrar of Issue in terms of the Registrar Agreement by the Company. In this regard, the Registrar has entered into a registrar agreement dated 15th day of May, 2025 with the Company ("Agreement by the Company"). The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations, the Securities Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, each, as amended, from time to time and all the relevant circulars, guidelines and regulations issued by Securities and Exchange Board of India ("SEBI") (including in relation to Application Supported by Blocked Amount ("ASBA") in so far as the same is applicable to its scope of work undertaken pursuant to the Agreement and is fully aware of its obligations and the consequences of any default on its part. The Registrar acknowledges that the Issuer may be exposed to liabilities or losses if the Registrar fails to comply with any of its obligations under the Agreement.

The Registrar undertakes to the Issuer that it shall act with due diligence, care and skill while discharging its obligations under the Registrar Agreement. The Registrar further represents, warrants and undertakes to the Issuer to (a) cooperate and comply with any instructions the Issuer may provide in respect of the Issue, (b) ensure compliance with all applicable law including the provisions of (i) the SEBI circular No. SEBI/CFD/DIL/31/2008/30/7 dated July 30, 2008 (ii) the SEBI circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, (iii) the SEBI circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iv) the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, (v) the SEBI circular No. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013; (vi) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020 (vii) the SEBI circular SEB/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 read with SEBI circular SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020, SEBI/HO/CFD/CFD-PoD-1/P/CIR/2025/31 March 11, 2025 and various other circulars issued by SEBI from time to time, and (viii) the SEBI ICDR Regulations (including any amendments that may be notified), and (c) comply with the terms and conditions of the Agreement and this Letter of Indemnity.

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 Company	 Registrar
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Further, pursuant to the provisions of the Agreement and in consideration of its appointment as the 'Registrar to the Issue' in accordance with the SEBI circular SEB/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 read with SEBI circular SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020 (as indicated hereinabove), the Registrar has undertaken to execute and deliver this Letter of Indemnity to the Issuer to indemnify the Issuer Indemnified Parties (as defined below), at all times from and against any and all losses, liabilities, demands, claims, suits, actions, notices, damages, awards, judgements, costs and expenses, including reasonable attorney's fees and court costs or other professional fees arising out of a breach of the Registrar's obligations, or error or failure to deliver or perform its obligations in accordance with the Registrar Agreement and this Letter of Indemnity. The Registrar agrees that the obligations, under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*. Furthermore, the Company entering into the Agreement with the Registrar is sufficient consideration for the Registrar to issue.

Accordingly, the Registrar hereby irrevocably undertakes and agrees that in case of breach or alleged breach or failure, negligence, deficiency, error of any provision of law, regulation or order of any court or regulatory authority or fraud, misconduct, willful default or bad faith, if any, in performing its duties, obligations and responsibilities or any of the terms and conditions mentioned in the Registrar Agreement or this Letter of Indemnity and/or if any information provided by the Registrar and/or its partners, representatives, officers, directors, employees, agents or other persons acting on its behalf to the Issuer is untrue, incomplete or incorrect in any respect, the Registrar and/or its partners representatives, officers, directors, employees, agents or other persons acting on its behalf at its own cost and expense shall absolutely, irrevocably and unconditionally fully indemnify, defend and hold harmless the Issuer, its respective Affiliates and each of their respective directors, management representatives officers, employees, advisors and agents, any other person acting on its behalf, and each other person, if any, controlling the Issuer or their respective affiliates (collectively "**Issuer Indemnified Parties**") at all times from and against all losses, penalties, liabilities, notices, awards, judgments, costs, suits, claims, actions, demands, charges and expenses including without limitation, legal fees (including attorney fees and court fees) or other professional fees which may be made or commenced against any of the Issuer Indemnified Parties. The Registrar shall further indemnify and refund all costs incurred by each of the Issuer Indemnified Parties, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory or regulatory authority or a court of law.

This Letter of Indemnity shall be effective from the date of execution of the Agreement. Further, this Letter of Indemnity shall survive the expiry / termination of the Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Agreement and shall be in addition to any other rights that Issuer Indemnified Parties may have at common law or otherwise.



This Letter of Indemnity may be amended or altered only with the prior written approval of the Issuer. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

The Registrar acknowledges and agrees that the Issuer shall have all the rights specified under the provisions of the Agreement but shall not have any obligations or liabilities to the Registrar or the Company or any other party, express or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.

In the event of any inconsistency between the terms of this Letter of Indemnity and the Agreement, the terms of this Letter of Indemnity shall prevail.

Any notice or other communication given pursuant to this Letter of Indemnity or the Agreement must be in writing and (a) delivered personally, (b) sent by tele or facsimile or other similar facsimile transmission, (c) or sent by registered mail, postage prepaid, address of the party specified herein below as may be designated in writing by such party. All notices and other communications required or permitted under this Letter of Indemnity that are

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 <p>Company</p>	 <p>Registrar</p>
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addressed, if delivered personally be deemed given upon delivery; if delivered by tele or facsimile or other similar facsimile transmission be deemed to be electronically confirmed and if sent by registered post/speed post, be deemed given when received.

All capitalized terms not defined herein, unless specifically defined in the Agreement or required by the context in which they are referred to, shall have a meaning ascribed to such terms in the Letter of Offer in connection with the Issue.

In case any notice is required to be given for the purposes of this Letter of Indemnity, the same shall be given by personal delivery or by Speed Post/ Registered Post A.D. and shall be addressed as follows:

In case of the Registrar, to:

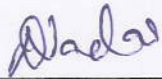
M/s. Adroit Corporate Services Private Limited
Address: 18-20, Jaferbhoy Industrial Estate, Makwana Road,
Marol Naka, Andheri (East), Mumbai - 400059
Telephone: 022-42270400
E-mail: info@adroitcorporate.com
Investor grievance: rtaclientservice@adroitcorporate.com
Contact Person: Mr. Sandeep Shinde & Ms. Divya Nadar

 Company	 Registrar
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This signature page forms an integral part of the Letter of Indemnity provided by Adroit Corporate Services Private Limited to the Registrar Agreement entered into between APLAB Limited and Adroit Corporate Services Private Limited 15th day of May, 2025.

IN WITNESS WHEREOF, the Parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of Adroit Corporate Services Private Limited



Diviya Nadar
Company Secretary



Company




Registrar

This signature page forms an integral part of the Letter of Indemnity provided by Adroit Corporate Services Private Limited to the Registrar Agreement entered into between APLAB Limited and Adroit Corporate Services Private Limited 15th day of May, 2025.

IN WITNESS WHEREOF, the Parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of **APLAB Limited**


(Authorised Signatory)

Company



Registrar