

AGREEMENT BETWEEN

SIGMA SOLVE LIMITED

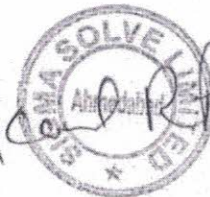
AND

LINK INTIME INDIA PRIVATE
LIMITED



SIGMA SOLVE LIMITED

Prasanth Ramesh
DIRECTOR



Prasanth Ramesh

THIS AGREEMENT (THE "AGREEMENT") IS ENTERED INTO THIS 21st DAY OF JUNE, 2019, AT AHMEDABAD BETWEEN:

LINK INTIME INDIA PRIVATE LIMITED, a company within the meaning of the Companies Act, 1956, as amended (the "Companies Act") and having its registered office at, C-101, 247 Park, LBS Marg, Vikhroli West Mumbai - 400 083, Maharashtra, 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

SIGMA SOLVE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 305-308, 3rd floor, Alpha Megacone House, Opp. Armieda, Sindhu Bhavan Road, S G Highway, Ahmedabad, Gujarat - 380 054 (Hereinafter referred to as 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.

The Registrar and the Company are hereinafter individually referred to as a "Party" and collectively as "Parties".

WHEREAS

1. The Company is taking steps for an initial public offering of 1490000 Equity Shares of face value of Rs. 10 each (the "Equity Shares") to be offered to the public through the Fixed Price method on the SME Platform of the Stock Exchange, as prescribed under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (the "ICDR Regulations") at price as mutually determined in consultation with the Lead Manager (The "Issue Price").
2. The Company has approached the Beeline Broking Limited ("Lead Managers" or "LM") to manage the Issue on such terms and conditions as agreed with them.
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 ("SEBI Act").
4. The Registrar is registered with the SEBI having a valid and permanent registration (no. INR000004058) to act as Registrar to the Issue (the activities pertaining to the Registrar are hereinafter collectively referred to as the "Assignment") and the Registrar has accepted the Assignment. The Board of Directors of the Company has approved the appointment of the Registrar as the Registrar to the Issue.
5. In terms of Regulation 9A (b) of the SEBI (Registrars to an Issue and Share Transfer Agent) Regulations, 1993, as amended (the "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. All capitalised terms not specifically defined herein shall have the same meaning ascribed to such terms under the Draft Prospectus and Prospectus to be filed by the Company with SEBI, the Registrar of Companies and the Stock Exchange, as may be applicable.

NOW THEREFORE, the Parties do hereby agree as follows:

Interpretation

1. In this Agreement, unless the context otherwise requires:
 - (a). words denoting the singular number shall include the plural and vice versa.

SIGMA SOLVE LIMITED

Prateek R. Jain

DIRECTOR



Prateek R. Jain



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- (b). heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (c). references to the words "include" and "including" shall be construed without limitation;
- (d). references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented or novated;
- (e). references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- (f). a reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
- (g). references to a section, clause, paragraph or annexure is, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Agreement;
- (h). reference to the Offer Documents shall mean the Offer Documents as of their respective dates; and
- (i). 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.
2. The Company hereby appoints the Registrar as the Registrar and Share Transfer Agent to the Issue/Offer and the Registrar accepts such appointment by accepting the terms of appointment and signing this Agreement.
3. 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 in accordance with applicable law (including the rules, regulations, directions and circulars prescribed by the SEBI) in respect of the Issue/Offer. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner.
4. The Registrar declares and undertakes that:
- (a) It has obtained certificate of permanent registration from SEBI and that the certificate is valid from 15.7.2014 (the "RTA Registration"). It shall also ensure that the certificate of registration shall remain in force including by taking prompt steps for renewal. Registrar will keep the Company and the LMs informed on an immediate basis if its registration is cancelled, suspended or withheld.
- (b) It is not an associate and shall not be deemed to be an associate of the Company for the purposes of RTA Regulations.
- (c) It has not violated any of the conditions subject to which the RTA Registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred/ suspended from carrying on its activities as a Registrar. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company of the same and cooperate to establish alternate arrangements.
- (d) 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 RTA Regulations and the applicable rules, regulations, guidelines, circulars and notifications issued by SEBI from time to time, including the ICDR Regulations and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the LMs and the Applicants, and that it will not take up any activities which are likely to be in conflict

SIGMA SOLVE LIMITED

Prakash

DIRECTOR



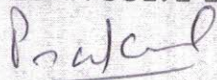
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with interests of the Company, the LMs and the Applicants or contrary to (or in violation of) any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time.

- (e) It shall carry out its Assignment and complete all the formalities accurately and diligently and within the specified time limits as per the applicable laws including the ICDR Regulations and other rules, regulations and by-laws prescribed by the Stock Exchanges and the equity listing agreements entered into by the Company with Stock Exchanges, as amended from time to time. It shall immediately notify the Company, and the LMs of any anticipated delays in completion of any of the formalities.
 - (f) It has the required infrastructure, facilities, personnel, capacity, capability and the net worth to honour its obligations and liabilities under this Agreement.
 - (g) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken and endeavor made to ensure that there are no errors in the services to be performed by it. It shall immediately notify the Company, and the LMs of any delay or errors committed while completing any formalities, which could not be avoided.
 - (h) It shall co-operate and comply with any instructions that the LMs may provide in respect of the Issue/Offer, provided that LMs do not give any instructions which are in violation of any applicable law.
 - (i) It is a 'fit and proper person' as per the SEBI (Intermediaries) Regulations, 2008, as amended.
 - (j) It has connectivity with the depositories, namely the National Securities Depository Limited and Central Depository Services (India) Limited (collectively, the "Depositories").
 - (k) It undertakes that the demographic details given by the Applicants in the Application Form will not be used by it for purposes other than in relation to the Issue/Offer.
 - (l) 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 offering by a company, including the Issue/Offer.
 - (m) 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 entity by any regulator from time to time.
 - (n) The execution, delivery and performance of this Agreement does not violate, or constitute a breach of, any law, regulation, court or tribunal order to which the Registrar is subject or any agreement, deed or undertaking entered into by the Registrar.
 - (o) In the event the Registrar is unable to continue to act as a Registrar and Share Transfer Agent to the Issue/Offer, at any point of time, due to any direction of any statutory or regulatory authority, it shall immediately inform the Company and the LMs and take steps, in consultation with and as per the direction of the Company for a smooth transition of the data related to the Equity Shares data held by the Registrar at no cost to the Company for such transition to another registrar as may be appointed by the Company, in consultation with the LMs.
5. The Company hereby declare that they have complied with and agree to comply with all statutory and regulatory formalities under the Companies Act, 2013 including any rules thereof (the "Companies Act, 2013") and the Companies Act, 1956 to the extent not repealed or substituted by the Companies Act, 2013 (the Companies Act, 2013 together with Companies Act, 1956, the "Companies Act"),

SIGMA SOLVE LIMITED



DIRECTOR




4



the ICDR Regulations and other applicable laws, rules, regulations and guidelines to enable them to undertake the Issue/Offer. The Company also agree that they will co-ordinate with the Registrar and that they will not give any instructions which are in violation of any applicable laws and any rules, regulations and guidelines issued by SEBI and any other relevant statutory/regulatory authority.


6. This Agreement entered into between the Company, and the Registrar is for engaging Link Intime India Private Limited as the Registrar and Share Transfer Agent to the Issue/Offer and does not in any way bind the Company to appoint Link Intime India Private Limited as the Registrar and Share Transfer Agent ("RTA") of the Company. The Company has the absolute right to appoint any other agency as the RTA of the Company. In the event of appointment of any other agency as the RTA of the Company other than Link Intime India Private Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available to the Registrar by virtue of being the Registrar and Share Transfer Agent to the Issue/Offer in a format compatible to the RTA appointed by the Company without any additional charges.
7. The Parties agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in Schedule I hereunder written, which functions, duties and obligations are inclusive and not exhaustive and are generally in conformity with the model agreement contemplated under the ICDR Regulations and the RTA Regulations. The Parties may include further activities agreed upon 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 specified for the Registrar herein, as well as in the underwriting agreement, escrow agreement, and the Draft Prospectus, and the Prospectus (collectively, the "Offer Documents") to be issued by the Company in relation to the Issue/Offer. The Registrar hereby consents to the inclusion of its name as the Registrar and Share Transfer Agent to the Issue/Offer in the Offer Documents and in all such other documents as are required for the Issue/Offer.
8. Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities :
 - (a) Liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number ("ISIN") and for finalising the tripartite agreement to be entered into with the Depositories;
 - (b) Provide detailed instructions to the Escrow Collection Banks and SCSBs, including the format and timeline of receipt of information;
 - (c) Providing/ specifying the format to the SCSBs in which information in relation to ASBA is required;
 - (d) Intimation on the amount of processing fees payable to SCSBs and brokerage and selling commission for Registered Brokers, RTAs and CDPs;
 - (e) Intimating to SCSBs and Designated Intermediaries before opening of the Issue/Offer, the Issue/ Offer Opening Date and Issue/Offer Closing Date and time, including details of revision in Price Band, Floor Price, Issue/ Offer Period, if any;
 - (f) While collecting the provisional and final certificates, the Registrar shall check the accuracy of the date of such certificates, duly signed on the letterhead/ stamped and confirm that such certificates have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
 - (g) To obtain from the Depositories the demographic details of the Applicants (including PAN and MICR code) and to check this data with the Application file and highlight any discrepancies. In the event the PAN is missing to check whether the Applicants falls under the Sikkim category or any other exempt category;
 - (h) To review the sections related to Issue/Offer procedure in the Offer Documents and confirm their accuracy;

SIGMA SOLVE LIMITED

Pratibha

DIRECTOR



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- (f) Collecting within the timelines provided and specified by the Company, the and the LMs:
- i. the Application Forms from various centers of the Bankers to the Issue/Offer, Designated Intermediaries and the SCSBs;
 - ii. the electronic Application data from the Stock Exchanges;
 - iii. aggregate data in relation to the total number of Applications uploaded by the SCSBs and the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded Applications, from each SCSB, Designated Intermediary and the LM;
 - iv. the physical Application Forms from the Designated Intermediaries; and
 - v. PAN, DP ID and Client ID details of valid beneficiary accounts from Depositories;

in each case, in accordance with the instructions of the Company and the LMs and reporting any disruptions/ delay in the flow of applications from Designated Intermediaries and the SCSBs to the Company, and the LMs;

- (j) Processing all Applications along with Bank Schedules received from the Designated Intermediaries and the SCSBs in respect of the Issue/Offer and the electronic Application file received from the Stock Exchange) in respect of the Issue/Offer;
- (k) Advising the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Application data;
- (l) Identifying and listing applications with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Prospectus;
- (m) On closure of the Issue/Offer, collect the Application file from Stock Exchanges/LMs and validate the DP ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary (through the LMs) and LMs of the erroneous Applications which will be considered as invalid;
- (n) To inform the SCSBs, the Designated Intermediaries and the LMs of any errors in the Application details, along with advice to send the rectified data within a specified date;
- (o) Reconcile the compiled data received from the Stock Exchanges and all SCSBs, and match the same with the Depository database for correctness of DP ID, Client ID and PAN;
- (p) To reject the Application in case the DP ID, Client ID and PAN mentioned in the Application Form and as entered into the electronic system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, Client ID and PAN available in the depository database and which have not been rectified by the SCSB within the specified date;
- (q) To forward exception report to the Stock Exchanges for dissemination to the Syndicate Members no later than one Working Day from the Issue/ Offer Closing Date;
- (r) To reject the Applications made by duplicate copies of the same Application Form (i.e. Applications bearing the same unique identification number);
- (s) To coordinate with the Designated Intermediaries and SCSBs for submission of provisional and final certificate, after taking into account rectifications, if any and reconciling any data mismatches with each Designated Intermediaries and SCSB;

SIGMA SOLVE LIMITED

Prakash

DIRECTOR



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- (t) To immediately inform the Company, and the LMs in case of any requests for withdrawals during the Issue/ Offer Closing Date and delete and maintain the details of the Applications submitted by the Applicants which have been withdrawn during preparation of Basis of Allotment;
- (u) To ensure that the Basis of Allotment is in accordance with ICDR Regulations, guidelines and notifications and as specified in the Offer Documents;
- (v) Completing validation and beneficiary account details;
- (w) Ensuring that SCSBs applying through ASBA shall apply in the Issue/Offer through a separate account opened with another SCSB. Failure to apply through another SCSB shall be rejected under technical grounds;
- (x) 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 Offer Documents along with the LMs and the Company;
- (y) To prepare the complete list of valid applications (after all rejections), and present the same category-wise;
- (z) To communicate to the Company, and the LMs at the earliest in the event of discrepancy between online system of the Stock Exchanges and the SCSBs' data;
- (aa) Entering accurate data based on physical Application Forms for the purpose of preparation of Designated Intermediary performance report for resolution of investor grievances;
- (bb) To validate the electronic Application details with the Depository records and to reconcile the final certificates received from the SCSBs with the electronic Application details in terms of the SEBI circulars, CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, CIR/CFD/DIL/3/2010 dated April 22, 2010, CIR/CFD/DIL/1/2011 dated April 29, 2011 and CIR/CFD/14/2012 dated October 4, 2012 on the basis of which the Basis of Allotment will be finalized;
- (cc) Matching the DP ID, Client ID and PAN specified in the reconciled electronic data with the Depositories' database;
- (dd) Screening Application Forms with technical errors, multiple applications or those liable to be rejected in accordance with the Prospectus and the directions of the SEBI and the Stock Exchanges. It is understood that the technical rejection list will be prepared based on electronic Application files received from the Stock Exchanges without reference to the physical Application Form;
- (ee) Reconciling the compiled electronic data collected from the Stock Exchanges in terms of Clause 8 (i)(ii) and the data collected from the SCSBs and the Designated Intermediaries in terms of Clause 7 (j)(iii) with the details of blocked amount received from the SCSBs;
- (ff) Identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable ICDR Regulations;
- (gg) 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;
- (hh) Delivery of Application file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required by the SCSBs who shall use such information for validation at their end;
- (ii) Providing correct data in time to enable the Company, and the LMs to determine and finalise the basis of allocation and allotment after proper rejection of invalid or incorrect applications as per the Prospectus and in

SIGMA SOLVE LIMITED

Prakash

DIRECTOR



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- compliance with ICDR Regulations, in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;
- (jj) Giving instruction to the Depository to activate lock-in for the pre-Issue Equity Shares and receive confirmation from the Depositories;
- (kk) Preparing a list of allottees entitled to allocation of the Equity Shares and preparing the Confirmation Allocation Note ("CAN") in consultation with the Company, and the LMs, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on approved Allotment;
- (ll) Keeping accurately, at all times, the electronic records relating to Applications received from all SCSBs, the Designated Intermediaries and the LMs including:
- (i) Applications taken from the online IPO system of the Stock Exchanges and Applications furnished by SCSBs, the Designated Intermediaries and the LMs;
- (ii) Particulars relating to the allocation and Allotment of Equity Shares against valid Applications;
- (iii) Particulars relating to the requisite money to be transferred to Public Issue Account, in accordance with the terms of this Agreement, the Prospectus; the ICDR Regulations and the Companies Act;
- (iv) Particulars relating to, rejected/ withdrawn/ unsuccessful Applications;
- (mm) To specifically record cases of multiple Applications and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories;
- (nn) To prepare distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company);
- (oo) Prepare the following registers and other data:
- (i). Top 50/100 share holders (for the Stock Exchanges);
- (ii). Allotment registers;
- (iii). Register of members;
- (iv). Index of members;
- (v). Return of Allotment (for the Registrar of Companies);
- (vi). Cross Reference Register; and
- (vii). Postal journal for documents mailed;
- (pp) Preparing a statement of Applications 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 and should be provided within one Working Day from the closure of the Issue/Offer. To also provide exceptions, if any, to enable the Company, and the LMs to take decision on the Applications;
- (qq) Giving instructions to the concerned Depositories for credit of Equity Shares to the successful Applicants and ensuring that correct credit to respective demat accounts is made in a timely manner as specified in the Offer Documents and as required under applicable rules and regulations issued by SEBI;
- (rr) Ensuring that allotment made is correct and timely uploading of the correct file in the depository system is made;

SIGMA SOLVE LIMITED

Prakash

DIRECTOR



Prakash  8

- (ss) Coordinating with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Applications is correct in all respects;
- (tt) Dispatch of letters of Allotment/ CAN/ unblocking instructions and credit of shares to the allottees' demat accounts within the time frame indicated in the Offer Documents, subject to certain cases kept in abeyance in consultation with the Company, and the LMs and assist the Company and the LMs in giving fund unblocking instructions. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI in NECS/RTGS/NEFT pursuant to the SEBI Circular SEBI/CFD/DIL/DIP/18/2006/20/1 dated January 20, 2006 and as provided for in the Offer Documents and to maintain proper records of such refunds;
- (uu) Carrying out due procedures in relation to processing of multiple applications as provided in the Offer Documents;
- (vv) Complying with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company, and the LMs;
- (ww) Finalising various post-Issue monitoring reports such as final post-Issue monitoring report, along with relevant documents/certificates, in consultation with the post-Issue LMs and the Company, to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the Bankers to the Issue/Offer;
- (xx) Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to the controlling branches of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account within the timelines specified in the ASBA process:
- (i) Number of Equity Shares to be allotted against each valid Application and the list of successful Applicants;
 - (ii) Amount to be transferred from the relevant bank account to the Public Issue Account for each valid Application and the date by which such amounts are to be transferred and ensuring that the amounts have been transferred to the Public Issue Account as per the timeline mentioned while giving instructions to SCSB;
 - (iii) Details of rejected Application, if any, along with reasons for rejection and details of withdrawn/unsuccessful Application, if any, to enable the SCSBs to unblock the relevant bank accounts;
- (yy) In case of failure of the Issue/Offer, to give appropriate instructions for unblocking of the relevant bank accounts, all within the timelines prescribed under the ICDR Regulations, or the circular, regulations issued by the SEBI, the Prospectus;
- (zz) To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Applicants 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 ensure that all formalities are completed;
- (aaa) Ensuring that proper investor grievance handling mechanism is in place at its office during the Issue/Offer Period and after closing of the Issue/Offer, as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least three years and are made available to the Company at regular intervals;

SIGMA SOLVE LIMITED
Prakash
 DIRECTOR



Prakash
 DIRECTOR

- (bbb) Settling investor complaints and grievances pertaining to Allotment of shares, unblocking instructions, delay in dispatch of allotment advice, or any investor grievances related to the Registrar's scope of services, complaints, communications received from the SEBI, the Stock Exchanges and other regulatory agencies 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 during the Issue/Offer Period and after closing of the Offer;
- (ccc) Providing all the documents, relevant statements/ reports for finalization of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company and the LMs;
- (ddd) In accordance with applicable law, ensuring the timely unblocking of funds which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn);
- (eee) To submit relevant documents to the Stock Exchanges for the purpose of obtaining listing approval;
- (fff) To initiate corporate action to Allot Equity Shares to the successful Applicants, including by transfer from the Share Escrow Account, after the approval of Allotment of Equity Shares by the Board of Directors;
- (ggg) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within six Working Days from the date of closure of the Issue/Offer or within such timeline as prescribed by SEBI;
- (hhh) To move the funds from the Escrow Accounts to the Public Issue Account, for eventual credit in accordance with the Offer Documents;
- (iii) To consolidate the list of subscriptions received through the Underwriters to the Issue/Offer and evaluating their performance. Prepare statement of selling commission payable, if any, and arrange for their dispatch;
- (jjj) To provide data to assist the Company/LMs in publishing Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Issue, Issue/Offer Opening/Closing advertisements have appeared earlier;
- (kkk) To provide weekly reports to the Company and the LMs on the (i) status of Equity Shares lying in demat Escrow Account; (ii) status of unblocking instructions and (iii) status of redressal of investor complaints received in the format specified by the Company, and the LMs;
- (lll) To capture data from the electronic Application data files for the purpose of payment of brokerage and preparation of schedule of brokerage payable to the LMs, the SCSBs and the Designated Intermediaries based on the terminal from which the Application has been uploaded. To provide detailed statements for payment of brokerage, including providing within two Working Days, the commission payable to the Designated Intermediaries. The payment to the Designated Intermediaries shall be made in accordance disclosure in the Prospectus, subject to any applicable laws (including any circulars, guidelines or regulations issued by SEBI). The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment;
- (mmm) To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI Circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, SEBI Circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012; the SEBI Circular No. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013 and the SEBI Circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015;

SIGMA SOLVE LIMITED

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10

- (nnn) Providing assistance to the Company and the LMs in all other work incidental to or connected with processing of electronic Applications, applications for issue/refund/Allotment/investor services/listing permission/trading permission/connectivity with the Depositories.
- (ooo) Assisting the Company in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company and with Designated Stock Exchange; and
- (ppp) Providing in a timely manner all accurate information to be provided by it under this Agreement.

9. In connection with the Issue/Offer, the Registrar shall maintain accurately and with reasonable care, without limitation, the following records:

- (a) All Application Forms received from Applicants in relation to the Issue/Offer and final Application file received from the Stock Exchanges and data received from Escrow Collection Banks;
- (b) All the electronic records relating to Applications received from all SCSBs, the LMs and the Designated Intermediaries, including Applications taken from the online Application system of the Stock Exchanges and the Designated Intermediaries furnished by SCSBs, the LMs and the Designated Intermediaries;
- (c) All the Application Forms of Applicants rejected and reasons thereof and details of the rejected/ withdrawn or unsuccessful Application Forms;
- (d) Particulars relating to rejected/ withdrawn/ unsuccessful Applications and details of Applications submitted by the Applicants which have been withdrawn;
- (e) Particulars relating to all the rejected Applications in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database;
- (f) Basis of allocation of Equity Shares to the successful Applicants including the ASBA Applicants as finalized by the Company in consultation with the Designated Stock Exchange, along with relevant annexures and details;
- (g) Demographic details obtained from the concerned Depositories;
- (h) Terms and conditions of the Issue/Offer of the Equity Shares;
- (i) Details of allocation and Allotment of the Equity Shares pursuant to the Issue/Offer;
- (j) List of names of successful and unsuccessful;
- (k) Particulars relating to the allocation and Allotment of the Equity Shares against valid Applications;
- (l) Particulars relating to monies to be transferred to the Public Issue Account and amount to be unblocked to Applicants;
- (m) Particulars relating to the amounts collected from SCSBs where the Applications were uploaded by LMs/ the Designated Intermediaries;
- (n) Particulars relating to the monies to be transferred to the Public Issue Account from the respective ASBA banker's accounts, against valid Applications;
- (o) Details of multiple electronic Applications submitted (determined on the basis of common PAN) and rejected by the Registrar;
- (p) Details of unblocking instructions in respect of unsuccessful allotments to the investors in response to the Issue/Offer ;
- (q) Reconciliation between funds deposited in the Escrow Collection Banks or any of their correspondent banks and total of amounts stated in Anchor Investor Form;

SIGMA SOLVE LIMITED
Prakash
 DIRECTOR



Prakash
 SIGMA SOLVE LIMITED
 Ahmedabad

- (r) Records of correspondence in respect of investor complaints, grievances or queries;
- (s) Records of investor communication, including withdrawal requests, and communication for verifying DP ID details;
- (t) Records of returned mail showing details of contents of the letter details of date of dispatch, date of return and reasons for being returned;
- (u) Records of pre-printed Issue/Offer stationary like allotment advice, etc. showing details of such stationary received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- (v) Complaint register containing details of the date of receipt of complaints, particulars of complainant, nature of complaint, date of disposal and manner in which disposed off. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly; and
- (w) Such other records as may be specified by SEBI, the Company, the SCSBs, Designated Intermediaries and/or the LMs for carrying on the activities as Registrar to an Issue/Offer.

Subject to the provisions of any law, the Registrar shall preserve all aforesaid records and documents for a minimum period of three years from the date of listing and commencement of trading of the Equity Shares, subject to any commercial agreement with the Company for storage of such records. The Registrar shall provide the Company, assigns any report that is required by it using the information specified above in a timely manner.

10. 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 Issue/Offer or the demographic details given by the Applicants, which comes to its knowledge pursuant to its appointment hereunder as the Registrar and Share Transfer Agent to the Issue/Offer.
11. 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 Applicants pursuant to approval of basis of Allotment by the Designated Stock Exchange, including providing the Escrow Collection Banks with the details of the monies and any surplus amount to be refunded to the Applicants. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds/unblocking instructions required to be made that has been provided by the Registrar to the Bankers to the Issue or any of their correspondent banks.
12. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
13. The Registrar shall ensure that:
 - (a) Investors shall be sent first response within three Working Days after receipt of complaint;
 - (b) the enquiries/ complaints from Applicants are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
 - (c) a uniform procedure is followed for processing all Application Forms;
 - (d) the Registrar has a proper system to track, address and redress investor complaints;
 - (e) Adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking of funds without delay and as per applicable law;
 - (f) For the electronic Applications which are rejected as invalid because of DP ID/Beneficiary Account ID or PAN particulars captured by the Designated

SIGMA SOLVE LIMITED

Inayat

DIRECTOR



Inayat

Intermediaries, capture the name and address as and when received from the SCSBs and unblock the funds at the earliest;

- (g) it shall provide status update at periodic intervals to the LMs, the Company;
 - (h) the information furnished to the SCSBs, LMs and the Designated Intermediaries in discharging their responsibility is correct and valid; and
 - (i) it maintains an insider list in accordance with the directions of the Company.
14. 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 taking of 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 its directors, officers, or employees, 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/offer, 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/Offer; and the Registrar and its affiliates (wherever applicable) have conducted their business 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.
15. Immediately on receiving instructions from the Company and, as the case may be, the Registrar shall give all the unblocking instructions within the period specified in the Offer Documents. The post-Issue stationery including CAN, letters of allocation and allocation advice, shall be kept ready and handed over to the Registrar by the Company within one Working Day from the date of closure of Issue/Offer. If the Company, as the case may be 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 Applicants within the period stated in the Offer Documents on receiving the instruction to do so from the Company and the, the Registrar shall be liable to indemnify the Company and the for the cost incurred by the Company and/ or the in paying the interest as per the applicable law. If the Company and/ or the LMs are made liable to compensation/ damages for delay in credit of shares to investors accounts, where such delay is attributable to Registrar's failure to credit the shares within the stipulated time/reasonable time/ time mentioned in the Offer Documents, rules, regulations and circulars issued by SEBI or in case of any failure or part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company, and/or the LMs for such compensation/damage, loss etc. incurred by the Company, and/ or the LMs, as the case may be.
16. The Company agrees that the Registrar will not hand over any Application Forms or other documents/records pertaining to the Issue/Offer to any other person (except to the LMs and the Stock Exchanges) until the completion of dispatch of allotment letters, unblocking instructions, credit of Equity Shares etc; provided that the Registrar may hand over any Application Form or other documents/records relating to the Issue/Offer to the LMs and the Stock Exchanges with prior notice of such

SIGMA SOLVE LIMITED

Pradeep

DIRECTOR



Pradeep



13

disclosure to the Company. The Company agrees that they will have access to the applications/ documents pertaining to the Issue/Offer 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, as the case may be.

17. The Registrar will handle the Issue/Offer work from its office at C-101, 247 Park, LBS Marg , Vikroli -West Mumbai - 400 083, 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/Offer.
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, share certificate etc within two Working Days from the date of closure of the Issue/Offer. 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 Registrar will extend all necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over subscription, allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the allotment process smoothly and speedily. The Company and shall also extend necessary help to the Registrar in such matters.
20. The Registrar will finalize various post-Issue monitoring reports such as three day report and final post-Issue monitoring report; along with relevant documents/certificates, in consultation with the post-Issue lead manager, the Company to be submitted to the SEBI within the stipulated time.
21. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents, in consultation with the Company and the LMs.
22. The Registrar will also carry-out the following activities:
 - (i). Initiate action to Allot Equity Shares to the Applicants after the approval of Allotment by the Board of Directors.
 - (ii). Give instruction to transfer the funds from the Escrow Collection Account to the Public Issue Account, for eventual credit.
23. 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 and the SEBI as applicable.
24. The Registrar shall act as a nodal agency for redressing complaints of Applicants, including providing guidance to Applicants regarding approaching the concerned SCSB or the Designated Intermediary.
25. The Registrar shall provide such information and data as required by the LMs with intimation to the Company and provide certificates as may be reasonably requested by the LMs, including at the stage of closure of the Issue/Offer, rejection of Applications, etc.
26. The Registrar acknowledges that the ASBA process has been newly introduced and effective functioning of the same has not been established. The Registrar shall extend all necessary support to the Company, the LMs, the Designated Intermediaries and the SCSBs as may be required for the smooth and speedy functioning of the ASBA process.
27. The Registrar, the Company agree that the fees and charges payable to the Registrar for handling the Assignment, including postage/other expenses payable post completion of the Issue/Offer, shall be as specified in Schedule II hereunder written, and after deducting all taxes, duties and levies as per applicable law.
28. The Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc, if so desired.

SIGMA SOLVE LIMITED

Prakash

DIRECTOR

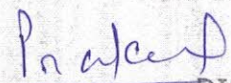


Prakash

14

29. In the event of a 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 caused by *force majeure*, as may be agreed to between the Parties, any of the Parties may terminate this Agreement with mutual consent before the opening of the Issue/Offer. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 15 working days from the date on which the event of *force majeure* occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 15 working days notice to the other Party of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the work till termination of the Agreement. Additionally, the Company shall be entitled to terminate this Agreement immediately in the event of (i) a cancellation or suspension of the Registrar's certificate of registration by SEBI, or (ii) in case the SEBI or any other regulatory authority debars the Registrar from carrying on its activities, or (iii) the Registrar is in any way prohibited, either by an order of a competent court or in any other manner, from carrying on registrar and share transfer agent activities. In the event the Company in consultation with the LMs decides not to proceed with the Issue/Offer, this Agreement shall stand terminated and the Registrar would be paid by the Company only to the extent of services rendered by it till such termination. 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 and the Registrar would be paid by the Company and only to the extent of services rendered by it until such termination.
30. 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 their newly appointed Registrar and Share Transfer Agent to the Issue/Offer towards taking over duties and responsibilities as the registrar to the Issue/Offer. Should this 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.
31. The Registrar shall redress complaints of the Applicants 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 RTA Regulations, and until the complaints arising out of the Assignment are finally redressed, the Company shall extend necessary cooperation to the Registrar for its complying with the said Regulations. The Registrar shall provide a status report of redressal of investor complaints and grievances on a fortnightly basis to the Company and the LMs in a mutually agreed format. Similar status reports should also be provided to the Company as and when required by the Company.
32. The Registrar's responsibility under the Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under applicable laws including the RTA Regulations and ICDR Regulations, and the Registrar will not be in any way construed to be an agent of the Company and the in any other business of the Company in any manner whatsoever.
33. 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 or any deficiency in service or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar shall ensure that the Registrar, at its own cost, takes all measures to rectify such defaults and non-performance of services and redress such deficiencies and the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Company, the LMs and its directors, officers, employees and successors and their respective agents and advisors, and the LMs for any liability arising out of such error, deficiency 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, deficiency or non-performance within a period of 10 days of receipt of written notice by the Company. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three Working Days upon being instructed by the Company and/or LMs transfer all the

SIGMA SOLVE LIMITED


DIRECTOR



15


documents in their possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company.

34. The Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar shall indemnify and keep indemnified the Company, LMs and their respective directors, officers, employees and successors and their respective agents, affiliates and advisors (collectively, the "Indemnified Party") at all times from and against all suits, claims, actions, losses and demands which may be made or commenced against the Indemnified Party by any Applicants for or holder of the Equity Shares issued or other third party against the Indemnified Party as a consequence of any act or omission of or any failure or deficiency or error on the part of the Registrar or any of its officers, employees or agents in performing or fulfilling any of the Assignment and other 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, its affiliates and each of its directors, officers, employees, agents 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 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 by the Registrar in good faith, and where the Registrar has not acted negligently or committed an act of wilful misconduct.
35. 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/Offer.
36. The Registrar may have to provide certain information regarding the Applicants, as may be required under any legislation or regulation, regarding the applicants 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.
37. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/speed post 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 address as under:

To the Company:

SIGMA SOLVE LIMITED

Name : Mr. Prakash Ratilal Parikh

Designation : Director

Address : 305-308, 3rd floor, Alpha Megacone House, Opp. Armieda, Sindhu Bhavan Road, S G Highway, Ahmedabad, Gujarat - 380 054.

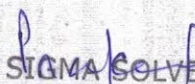
Telephone : +91 79 2970 8387

To the Registrar:

Link Intime India Private Limited

Name : Haresh Hinduja

Designation : Head- Primary Market.


SIGMA SOLVE LIMITED






DIRECTOR

Address : A-101,247 Park, LBS Marg, Vikroli West, Mumbai - 400 083

Telephone : 022 49186000

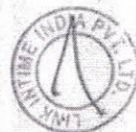
Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective five business days thereafter or such later date as may be specified by the Party whose address/contact details are changed.

38. The Parties 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 and shall also be reported to the Company and LMs immediately.
39. 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) if 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 10 days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Registrar, one by the Company and one jointly by the appointed arbitrators). All proceedings in any such Arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The Arbitration shall take place in Mumbai. The Parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties.
40. Subject to the above Clause 39, all disputes, if any arising out of the Assignment shall be subject to the courts having jurisdiction in Mumbai. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
41. The Registrar shall act in accordance with and execute all the instructions communicated to it by the company.
42. No Party shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party (provided that such consent shall not be unreasonably withheld or delayed).
43. 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/Offer, provided that Clauses 9, 13, 14, 33, 34, 35, 36, 39, 40, 41 and this clause 43 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.
44. If any provision/s of the Agreement is held to be prohibited by or invalid under applicable law or becomes inoperative as a result of 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.
45. 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.

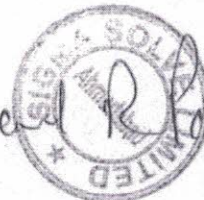
SIGMA SOLVE LIMITED

Prakash

DIRECTOR



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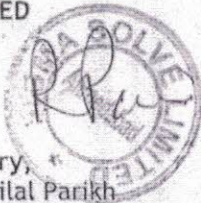
46. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

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

For and on behalf of
SIGMA SOLVE LIMITED

Prakash Ratil Parikh

Authorised Signatory,
Name: Prakash Ratil Parikh
Designation: Director
DIN: 03019773



For and on behalf of
Link Intime India Private Limited

Vishwas A

Authorised Signatory,
Name: Vishwas A
Designation: AVP



Witnessed By:

1) *Arjun H. Sahu*
Arjun H. Sahu

Witnessed By:

— *Nikita T.*
1) *Galekan*

SIGMA SOLVE LIMITED
Prakash Ratil Parikh

DIRECTOR

SCHEDULE I

SR NO.	ACTIVITIES (List is illustrative and not exhaustive. Any other activity may also be included)	RESPONSIBILITY COMPANY/REGISTRAR
I. PRE ISSUE WORK		
1	Design of application form, bank schedule, pre-printed stationery.	REGISTRAR/COMPANY
2	Preparing and issuing detailed instructions on procedure to be followed by ASBA Bankers	REGISTRAR
3	Placing of orders for and procuring preprinted stationery.	COMPANY
II. ISSUE WORK		
1	Informing Stock Exchange/ SEBI and providing necessary certificates to Lead Manager on closure of issue.	REGISTRAR
2	Transcribing information from documents to magnetic media for computer processing.	REGISTRAR
3	Reconciliation of number of applications, securities applied and money received with final certificate received from ASBA bank.	REGISTRAR
4	Identify and reject technical faults and multiple application.	REGISTRAR
5	Preparation of inverse number.	REGISTRAR
6	Prepare statement for deciding basis of allotment by the company in consultation with the Stock Exchange	REGISTRAR
7	Finalising basis of allotment after Approval of the stock exchange.	REGISTRAR
8	Seeking extension of time from SEBI/Ministry of finance, (Stock Exchange Divn.) if allotment cannot be made within stipulated time.	REGISTRAR
9	Allotment of shares on the formula devised by Stock Exchange	REGISTRAR
10	Obtaining certificate from auditors that the allotment has been made as per the basis of allotment.	COMPANY
11	Preparation of reverse list of allottees and non Allottees as per the basis of allotment approved by Stock Exchange.	REGISTRAR
12	Preparation of allotment registers cum return statement, register of members, index register.	REGISTRAR
13	Preparation of list of brokers to whom brokerage is to be paid.	REGISTRAR
14	Printing of allotment advice for dispatch by Speed post / Registered post.	REGISTRAR
15	Printing distribution schedule for submission to Stock Exchange	REGISTRAR
16	Preparing register of member	REGISTRAR
17	Mailing of documents by registered post /UCP	REGISTRAR
18	Binding of computer outputs.	REGISTRAR
19	Payment of consolidated stamp duty on the shares to be issued as per Basis of Allotment approved by the Stock Exchange or procuring and affixing stamp of appropriate value.	COMPANY

SIGMA SOLVE LIMITED

Prakash Raina
DIRECTOR

Prakash Raina

19



For and on behalf of
SIGMA SOLVE LIMITED

Prakash Ratilal Parikh



Authorised Signatory,
Name: Prakash Ratilal Parikh
Designation: Director
DIN: 03019773

Witnessed By:

1)

Prakash H. Surti

For and on behalf of
Link Intime India Private Limited

Vishwas A



Authorised Signatory,
Name: Vishwas A
Designation:

Witnessed By:

Nikita T.

1)

Prakash

SIGMA SOLVE LIMITED
Prakash Ratilal Parikh
DIRECTOR

SCHEDULE II - Commercial

Sr. No	Particulars	Unit	Rates
1	Processing Fees	}	For Sr. No 1-10, charges would be a lump sum of consolidated fee of Rs. 1,00,000/- (Rupees One Lakh only)
2	Validating bid data with depositories		
3	Overprint Intimation advices		
4	Hosting allotment / non allotment data on our website		
5	Basis of Allotment		
6	Listing related reports		
7	Written Communication, by email, fax, etc. for a period of 3 Months from the closure of issue.		
8	Follow up for application forms collections from banks, reporting collections, handling and servicing of pre and post-issue investors queries in person ,or phone.		
9	Fees for printing bulk mailing register.		
10	Out of pocket expenses.		

(Following expenses for SR. 11 to 13 will be charged on actual basis)

11. Postal rates at current rates are:


- For allotment intimation through Inland Letter @ Rs 2.50 per article, stationery cost Rs 2.50 per inland letter.

12. Travel/Conveyance/Courier/Telecommunication/Stationery/Consumable expenses/ NSDL & CDSL charges, DP charges for Escrow account for OFS and Audit Fees (if applicable), etc. would be on Actuals.

13. Mailing & labour charges would be Re 1.00 per article.


[Goods & Services Tax at the applicable rates will be charged on all the above heads].

For and on behalf of
SIGMA SOLVE LIMITED

Prakash Ratilal Parikh


Authorised Signatory,
Name: Prakash Ratilal Parikh
Designation: Director
DIN: 03019773

For and on behalf of
Link Intime India Private Limited

Vishwas A


Authorised Signatory,
Name: Vishwas A
Designation:

Witnessed By:

1)

Chinmay H. Shah

Witnessed By:

1)

Nikita T.

Balekar.

SIGMA SOLVE LIMITED
Prakash Ratilal Parikh

DIRECTOR