

**AGREEMENT BETWEEN THE REGISTRAR TO AN ISSUE
AND THE ISSUER COMPANY**

THIS AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") IS EXECUTED AT Delhi ON 11th Dec 2023

BETWEEN

Magnum Ventures Limited, a company registered under the Companies Act, 1956 and having its registered office at **HNo-MN01, Hub and Oak, E-14 Lower Ground Floor, Defence Colony, New Delhi 110024** India (hereinafter referred to as the "Issuer"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns, of the **FIRST PART**;

AND

MAS Services Limited, a Company within the meaning of the Companies Act, 1956 bearing CIN: U74899DL1973PLC006950 and having its Registered Office at T-34 2nd Floor, Okhla Industrial Area, Phase-2, New Delhi-110020 and represented by its Director, Mr. Narender Kumar Rastogi (hereinafter referred to as the "COMPANY" or the "REGISTRAR" which expression shall unless repugnant to the context or meaning hereto, be deemed to mean and include its successors and permitted assigns), of the **OTHER PART**

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

WHEREAS

- 1) The Issuer Company is proposing to issue Fully Paid-Up Equity Shares of Face Value of Rs. 10 Each ("Rights Equity Shares") of our company for cash at such price that shall be decided by the Company ("Issue Price") for an aggregate amount not exceeding Rs. 50 crore to its existing shareholders on Rights basis. The date of opening of the issue will be fixed later and intimated to the Shareholders hereinafter referred to as "the Said Issue".
- 2) The Registrar is a Securities and Exchange Board of India ("SEBI") registered registrar to an issue having Registration No. INR000000049 and the Issuer Company has approached the Registrar to act as the Registrar to the Issue (the activities, duties and responsibilities pertaining to the Registrar to an Issue are hereinafter collectively referred to as the "Assignment") and the Registrar has accepted the Assignment.
- 3) The Registrar required to enter into a valid agreement with the Issuer *inter alia* to define the allocation of duties and responsibilities between the Registrar and the Issuer and in pursuance of the same, the Registrar and the Issuer have entered into an agreement being these presents.

NOW, THEREFORE,

The Issuer Company and the Registrar agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity.

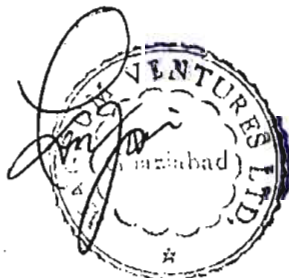
1. The Issuer Company hereby appoints the Registrar as Registrar to the said Issue and the Registrar accepts such appointment.
2. The Registrar hereby undertakes to perform and fulfil such functions, duties and obligations and to provide such services as are mentioned herein.



3. The Registrar declares and undertakes that:
- a) It has obtained a certificate of Permanent Registration from SEBI as per the provisions of Regulation 8A of Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agent) Regulations, 1993.
 - b) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced or threatened by SEBI and that it is not debarred / suspended from carrying on its activities.
 - c) It is a 'fit and proper person' as per the SEBI (Intermediaries) Regulations, 2008, as amended from time to time
 - c) It shall perform the Assignment with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with the Issuer, investors etc. and that it will not take up any activities which are likely to be in conflict with its own interests, interests of the Issuer and investors or contrary to the directions issued by SEBI and shall also abide by the SEBI stipulated Code of Conduct for Registrars to an Issue and Share Transfer Agents.
 - d) It shall carry out its duties / responsibilities and complete all the formalities within the specified time limits as per the relevant statutes, SEBI Guidelines and Stock Exchange regulations and the listing agreement.
 - e) It shall ensure to the best of its efforts that the 1% deposit placed by the Company with Stock Exchanges will be refunded to the Company in the minimum possible time.
4. The Issuer Company hereby confirms that it has satisfied itself about the capability of the Registrar to handle the Assignment.
5. The Issuer Company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("ICDR Regulations") and other relevant statutes to enable it to make the said Issue. The Issuer 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 of the relevant statutes/ICDR Guidelines.
6. The detailed list of activities and scope of work by Registrar and Issuer company is listed out in Schedule I.
7. The Issuer Company agrees that the Registrar will not hand over any application or other documents / records pertaining to the Issue to the Issuer Company or to any other person, except the Lead Managers and the Stock Exchanges (subject to the Registrar giving prior notice of such disclosure to the Company) until the completion of despatch of allotment letters, refund orders, share certificates etc. The Registrar undertakes not to disclose or cause to be disclosed the same to any other person, without the written consent of the Issuer Company. The Issuer Company agrees that it will have access to the applications / documents pertaining to the Issue at the office of the Registrar only. The Issuer Company will be the sole owner of all records and documents pertaining to the Issue and the Registrars shall provide such copies/extracts of the same as and when required by the Issuer Company.
8. The Registrar will handle the Assignment from its registered office T-34 2nd Floor, Okhla Industrial Area, and Phase-2, New Delhi-110020 at which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the said Issue.



9. The Issuer Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for despatching of composite application forms with letter of offer, allotment letters, etc.
10. The Issuer Company agrees that formats of all reports, statements and other documents shall be in conformity with the standard designs approved by the relevant designated Stock Exchange.
11. The documents / records pertaining to the Issue like original application forms, basis, details of allotments, refund stationery (including wastage, destroyed, handed over to company, etc) shall be maintained by the Registrar for a minimum period of 3 years as provided in Regulation 15 of the SEBI (Registrar to an Issue and Share Transfer Agent) Rules and Regulations, 1993 and the same should be made available for inspection as and when decided by Statutes including SEBI. Thereafter these documents shall be handed over to the company for maintenance thereafter.
12. The Registrar shall not during the term of this agreement or thereafter, either directly or indirectly for any reason whatsoever, divulge, disclose or make public any information whatsoever, which may come to their knowledge during or as a result of their appointment as Registrar to the issue and whether concerning the business, property, contracts, methods, transactions, dealings, affairs or members of the Company or otherwise, save in accordance with the performance of their duties hereunder or as required by law:
13. The Registrar and the Issuer Company agree that the fees and charges payable to the Registrar for handling the Assignment shall be as given in Schedule II of this agreement
14. Should there be a major change in the date of opening of the Issue from that indicated above or in the event of (i) a complete collapse or dislocation of business in the financial markets in India, (ii) due to war, insurrection or any other serious sustained, political or industrial disturbance or (iii) a force majeure event, the Registrar shall have option to withdraw from the Issue before the date of opening of the Issue and / or to renegotiate this Agreement with the Issuer Company. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.
15. The Registrar shall redress complaints of the investors within fifteen 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 (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 and the Issuer Company shall extend necessary co-operation to the Registrar for its complying with the aforesaid Regulations.
16. 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 Issuer Company in any other business in any manner whatsoever.
17. Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Assignment. The Registrar shall indemnify the Issuer Company and its directors, officers and successors from and against any and all suits, claims, actions, demands, damages, costs, fees and expenses (including interest, penalties, legal fees, accounting fees and investigation costs) which may be made or commenced or claimed against the Issuer Company or its successors by any holder of the securities issued or any other third party as a consequence of any failure or deficiency on the part of the Registrar in performing or fulfilling or providing any or all of its functions, duties, obligations, responsibilities and services hereunder including without limitation any fine imposed by SEBI or any other regulatory authority; provided that the Registrar shall not be liable for any indirect or consequential loss caused to the Issuer Company due to error or omission committed by them in good faith while performing their duties under this Agreement.



A handwritten signature consisting of a few stylized strokes.



18. The Issuer 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 Assignment
19. Any notice, communication or documents may be given by personal delivery, registered post, e-mail 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, if given by post on expiration of three days after the notice, etc. have been delivered to the post office for onward despatch, and if given by fax or e-mail upon transmission thereof. Provided that any notice, etc. given by e-mail or fax shall be confirmed in writing.
20. Any special / additional reports or jobs that are outside the scope of this Agreement and may be required by the Company will attract additional charges. Similarly, any non-standard / ad hoc reports which require programme modification / system changes will attract additional charges on mutually agreeable terms.
21. The Registrar and the Issuer Company agree that non-compliance of any of the covenants contained herein by either party shall be reported to SEBI within 7 days by the other party.
22. 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 is improperly 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 30 days after commencement of discussions then any Party may refer the dispute for resolution to an arbitration tribunal which shall consist of one arbitrator who shall be jointly appointed by the parties. In the event of a Party failing to appoint an arbitrator as provided hereinbefore, such arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996, as amended. All proceedings in any such Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall be conducted in English. The Arbitration shall take place in Chennai, India and shall be governed by the Laws of India. The award of the arbitrator shall be final and binding on all parties. The Parties shall be entitled to enforce the award by approaching the relevant High Court. The Parties shall share the costs of such arbitration equally.
23. Any award with a financial implication up to and not exceeding the Registrar's Fees (out of pocket expenses not included) will be made with detailed reasons.
24. All disputes are subject to the jurisdictions of New Delhi Courts only.

This Agreement shall be valid until the expiry of one year from the date of closing of the said Issue.

SIGNATURE OF THE COMPANY

SIGNATURE OF THE REGISTRAR

WITNESS:



WITNESS:

SANJAY RASTOGI
T-34, 2nd Flr
OTA, PH-2, N.D.



SCHEDULE I

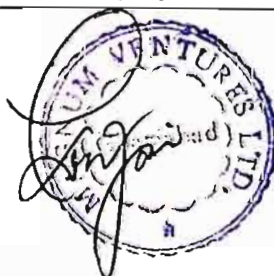
LIST OF ACTIVITIES

I. PRE ISSUE WORK - ISSUE ACTIVITIES

S.no	Activity	Responsibility
1.	Creation of RE ISIN with NSDL/CDSL	Registrar
2.	Fixing of Record date	Company
3.	Download data as on record date from NSDL/CDSL	Registrar
4.	Calculation of RE	Registrar
5.	Opening of Escrow Account and unclaimed suspense account	Company
6.	Credit of RE to share holder account	Registrar
7.	Apply for trading approval of RE	Company
8.	Bank instruction to be sent to all ASBA bankers	Registrar
9.	Printing of abridge letter of offer	Company
10.	Dispatch of entitlement letter along abridge letter of offer by email/REGD-Speed post	Registrar
11.	Help line for attending investors phone calls	Registrar
12.	Uploading of letter of offer at website	Company/Registrar
13.	Query module on website	Registrar

ISSUE WORK:

1	Collection of daily, weekly, bi-weekly figures from Bankers to the Issue	Registrar
2	Collection of , final certificate from the ASBA Bankers.	Registrar
3	Preparation of 3 days Report to be filed with SEBI.	Registrar / Lead Manager
4	Scrutiny of applications received from the Bankers to the Issue	Registrar
5	Reconciliation of number of applications, securities applied and money received with final certificate received from bank.	Registrar
6.	Validating ASBA applications with record date data	Registrar
7	Identification and rejection of applications with technical faults and duplicate applications.	Registrar/ Issuer
8	Prepare statement for deciding basis of allotment in consultation with the designated Stock Exchange.	Registrar
9	Prepare Minutes and Basis of Allotment	Registrar
10	Approval of Basis of allotment from Stock Exchange	Registrar
11	Allotment as per Basis of Allotment	Registrar
12	Fund transfer/release instructions to ASBA bankers	Registrar
13	Listing application prepare and apply for listed	Company/Registrar
14	Getting listing approval	Company
15	Execution of Corporate Action in TEMP ISIN	Registrar
16	Getting confirmation letter from NSDL/CDSL	Registrar
17	Apply for Trading approval	Company
18	Execution of Corporate action in permanent ISIN after trading approval	Registrar
19	Preparation of data for PAS-3	Registrar
20	Sending CAN (confirmation of allotment/refund) by Email only	Registrar
21	Transfer of allotment account by banker to company account	Company



SCHEDULE II

SCHEDULE OF CHARGES

Charges for above mentioned scope of Work

Rs. 1,75,000/- (One Lakh
Seventy Five Thousand)

REIMBURSEMENT OF EXPENSES

Dispatch charges, stationery charges, etc

PAYMENT TERMS

After listing/trading approval

Dispatch charges 100% advance

GST will be extra as per GOVT Norms

