



महाराष्ट्र MAHARASHTRA

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CN 967266



Sub-Treasury Office
Vasai
25 NOV 2024
Addl. Treasury Officer

25/11/24

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AGREEMENT EXECUTED ON December 27, 2024 BETWEEN TECHDEFENCE LABS SOLUTIONS LTD. AND PURVA SHAREGISTRY (INDIA) PVT. LTD.

For, TECHDEFENCE LABS SOLUTIONS LIMITED

Sunup

Director

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

THIS AGREEMENT MADE AT MUMBAI ON Friday December 27, 2024 BETWEEN
PURVA SHAREGISTRY (INDIA) PRIVATE LIMITED, a Company within the meaning of
the Companies Act, 1956 and having its Registered Office at 9 Shiv Shakti Ind. Estt., J
R Boricha Marg, Lower Parel (E), Mumbai 400 011 (hereinafter referred to as
"Registrar") and TECHDEFENCE LABS SOLUTIONS LIMITED a Company incorporated
under the Companies Act, 2013, having its office / registered office at - 901 TO
904, 9TH FLOOR, ABHISHREE ADROIT, NR. MANSI CROSS ROAD, NR.
SWAMINARAYAN TEMPLE, VASTRAPUR AHMEDABAD GUJARAT-380015
(hereinafter referred to as "Company").

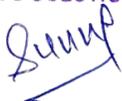
WHEREAS

(1) The company is proposing to issue up to 21 Lakhs Equity Share(S) of face value of Rs.
10/- each for cash at a price of Rs. _____ per equity share including a
_____, aggregating to Rs. _____ (hereinafter referred
to as "the said issue").

(2) The Registrar is a SEBI registered Registrar to an Issue having Registration No.
INR000001112 and the company has approached the Registrar to act as Registrar
to the said Issue (the activities pertaining to the Registrar to an Issue are
hereinafter referred to as "the assignment"), and the Registrar has accepted the
assignment.

(3) In terms of rule 4(1)(b) of the SEBI (Registrars to an Issue and Share Transfer
Agents) Rules, 1993, the Registrar is required to enter into a valid agreement with
the issuer company *inter alia* to define the allocation of duties and responsibilities

For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director



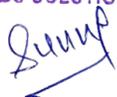

between the Registrar and the Issuer and in pursuance of the same the Registrar and the Issuer have entered into an Agreement being these presents.

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

- (1) The Company hereby appoints the Registrar as Registrars to the said issue and the Registrar accepts such appointment.
- (2) The Registrar hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
- (3) The Registrar declares and undertakes that:
 - (a) It has obtained permanent certificate of registration from SEBI and that the certificate is valid from 01-04-2013. It shall also ensure that the certificate of registration shall remain in force by taking prompt steps for renewal.
 - (b) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred/suspended from carrying on its activities.
 - (c) It shall perform the Assignment with the highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III to the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, and shall act in an ethical manner in all its dealings with the Company, investors etc. and that it will not take up any activities which are likely to be in conflict with its own interests, interests of the Company and investors or contrary to or in violation of the directions issued by SEBI:
 - (d) It shall carry out the Assignment and complete all the formalities within the specified time limits as per the relevant statutes, SEBI Guidelines and stock exchange regulations:
 - (e) It has the requisite infrastructure, facilities, personnel, capability and net worth to comply with its obligations under this Agreement;
 - (f) It shall ensure that adequate resources, including qualified manpower, are dedicated in the performance of the Assignment, and that there are no errors in the services to be performed by the Registrar.

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

For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director



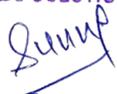
The Company hereby declares that it has complied with and agrees to continue to comply with all statutory formalities under the Companies Act, the SEBI Guidelines and other applicable legislation, rules, regulations and guidelines to enable it to make the issue. The company also agree that it will co-ordinate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

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

1) Without prejudice to the above, the Registrar's functions in relation to Issue shall include, without limitation, the following:

- 1) Collecting applications from bankers in respect of the Issue;
- 2) Maintaining a proper record of applications and monies received from investors and paid to the Company/Escrow Collection Agents/Bankers to the Issue;
- 3) Providing accurate data in a timely manner to enable the Company to finalize the basis of allocation and allotment in coordination with the Designated Stock Exchange, for timely approval of the basis of allotment;
- 4) Preparation of a list of allottees entitled to allocation of Equity Shares, post communication of the basis of allotment by the Company;
- 5) Ensuring correct credit to the respective demat accounts in a timely manner, as specified in the Transaction Documents and required under applicable legislation, rules, regulations and guidelines;

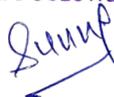
For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director




- 6) Ensuring that allotment made is correct, and timely uploading of the correct file in the depository system;
 - 7) Coordinating with the concerned depository and ensuring that the number of Equity Shares allocated to each category of bidders is correct in all respects ;
 - 8) Dispatching letters of allotment, CAN notices, refund orders, credit of shares to the allottees' demat accounts within the timeframe indicated in the Transaction Documents, subject to certain cases being kept in abeyance in consultation with the Company. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of ECS/RTGS/NEFT pursuant to SEBI's circular SEBI/CFD/DIL/DIP/18/2006/20/1 dated January 20, 2006 and as provided in the Transaction Documents;
 - 9) Issuing duplicate refund orders/CANs after obtaining suitable indemnities;
 - 10) Revalidation of refund orders;
 - 11) Carrying out due procedures in relation to processing of multiple applications, as provided in the Transaction Documents; and
 - 12) Complying with procedures for monitoring the activities of intermediaries.
- II) The Registrar shall maintain necessary records in relation to the Issue, including, without limitation, the following:
- 1) All applications received from investors in relation to the Issue;
 - 2) All rejected applications along with reasons thereof;
 - 3) Basis of allocation of Equity Shares to investors as finalized by the Company in consultation with the Designated Stock Exchange, along with relevant annexures;
 - 4) Terms and conditions of offer of the Equity Shares;
 - 5) Details of allotment of the Equity Shares;

For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director




- 6) List of names of successful and unsuccessful bidders of the Equity Shares;
- 7) Particulars of allocation/allotment of the Equity Shares for the Issue;
- 8) Particulars relating to monies to be transferred to the public offer account and refunds to be made to bidders;
- 9) Refund orders dispatched to investors in respect of application monies received from them in response to the Issue revalidation and issue of duplicate refund orders;
- 10) Reconciliation between funds deposited in the Escrow Bank and total of amounts as per final certificate received in the Issue;
- 11) Details of files in case of refunds to be sent by electronic mode, such as SCS/RTGS, etc.; and such other records as may be specified by SEBI, the Company and/or the BRLM for acting as the Registrar to the Issue.

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

The Registrar shall ensure that:

The enquiries/complaints from applicants/investors are dealt with adequately and in a timely manner in accordance with applicable, rules, regulations and guidelines;

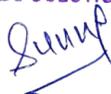
The Registrar has a proper system to track and address investor complaints; and

Adequate steps are taken for proper allocation of Equity Shares and refund of application monies without delay and as per applicable law.

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

Creation of false markets;

For, TECHDEFENCE LABS SOLUTIONS LIMITED



Director





Price rigging and manipulation;

Passing of unpublished price sensitive information to brokers, members of the stock exchanges and other intermediaries in the securities market, or taking of any other action that is not in the interest of the investors; and any insider trading, either by itself or through its directors, partners, managers, associates or relatives.

The Registrar shall not divulge to any third party any confidential information relating to the Company, which comes to its knowledge in its capacity as Registrar to the Issue.

The Registrar will handle the Issue work from its office(s) at 'MUMBAI, 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.

The Registrar shall extend all necessary assistance to the public representative deputed by the Designated Stock Exchange. In case of an over-subscription, allotments shall be made in the presence of a stock exchange representative.

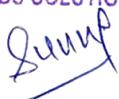
The Issue stationery including CAN / refund orders, letters of allocation and allocation advice, shall be kept ready and handed over to the Registrar by the Company within 5 days from the date of closure of Issue and the Company shall be responsible for any delay on this account.-

The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of CAN / Refund orders, brokerage warrants, etc. On allotment, the Registrar shall submit an estimate of work done and funds required for postage. The Registrar shall maintain a proper account of expenses incurred by it on behalf of the Company.

The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the stock exchange.

The Registrar and the Company agree that the fees and charges payable to the Registrar for handling the Assignment shall be as specified in Schedule II hereunder written.

For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director




Should there be major change in the date of opening of the issue from that indicated above or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious sustained, political or industrial disturbance or in any event caused by force majeure, this Agreement may be terminated with mutual consent. However, the Registrar shall continue to be responsible for the work till termination of the contract. Additionally, the Company shall be entitled to terminate this Agreement in the event of a cancellation or suspension of the Registrar's certificate of registration by SEBI, or in case the SEBI debars the Registrar from carrying on its activities.

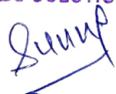
The Registrar shall redress complaints of the investors within fifteen days of receipt of the complaint during the currency of the agreement and continue to do so during the period it is required to maintain records under the SEBI (Registrars to an Issue and Share Transfer Agents), Regulations, 1993 and the Company shall extend necessary co-operation to the Registrar for its complying with the said regulations. The Registrar shall submit to the Company a status report of investor complaints on a fortnightly basis, or as and when required by the Company.

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

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

It is the Company, which is primarily responsible for Registrars work, and Registrar shall act with due diligence, care and skill while discharging the work assigned to it by the Company. However, the Registrar shall indemnify the Company and its successors from and against all suits, claims, actions and demand which may be made or commenced against the Company by any holder of the securities issued or other third party as a consequence of any failure or deficiency on the part of the Registrar in performing or fulfilling, providing any of its functions, duties, obligations and services hereunder. The Registrar shall further indemnify and refund all costs incurred by the Company, its affiliates, directors, officers, employees and agents, in addressing investor

For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director




complaints, responding to queries raised by the SEBI or stock exchanges, which would otherwise have been the responsibility of the Registrar. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by them in good faith.

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

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

For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director




To the Company:

Address : 901 TO 904, 9TH FLOOR, ABHISHREE
ADROIT, NR. MANSI CROSS ROAD, NR.
SWAMINARAYAN TEMPLE, VASTRAPUR
AHMEDABAD GUJARAT-380015
Attention : SUNNY PRIYUSHKUMAR VAGHELA
Telephone : +91-9924822224
Email : sunny@techdefencelabs.com

To the Registrar:

Address : 9 Shiv Shakti Ind. Estt., J R Boricha Marg,
Lower Parel (E), Mumbai 400 011
Attention : Ms. Deepali Dhuri
Telephone : 022 4961 4132
Email : newissue@purvashare.com

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

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

For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director



enactment thereof for the time being in force. The arbitration proceedings shall be held in MUMBAI and shall be conducted in the English language.

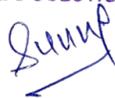
Subject to Clause 26 above, any disputes in connection with this Agreement shall be subject to courts having jurisdiction at MUMBAI

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

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

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

For, TECHDEFENCE LABS SOLUTIONS LIMITED



Director



For TECHDEFENCE LABS SOLUTIONS
LIMITED

For PURVA SHAREGISTRY (INDIA)
PRIVATE LIMITED

For, TECHDEFENCE LABS SOLUTIONS LIMITED

Sunny

Director

Managing Director

SUNNY PIYUSHKUMAR VAGHELA

DIN: 02068653

D. Dhruv



Compliance Officer

WITNESS:

WITNESS:

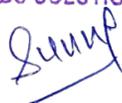
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Allocation of activities pertaining to the said Issue

Activity	Responsibility
I Pre- Issue	
1 Finalization of the Escrow Banks and list of bank branches	Registrar / Company/Manager
2 Design of application form, Bank schedule, and pre-printed stationery, all of which should be in conformity with applicable Laws, regulations, and guidelines	Registrar / Company/Registrar
3 Preparing and issuing detailed instructions on procedure to be followed by collecting bank branches	Registrar
4 Arranging dispatch of applications, schedule for listing of applications to bank branches	Company
5 Placing of orders for and procuring pre-printed stationery	Company
II During issue and post - Issue	
1 Collection of daily figures from bank branches	Registrar
2 Expediting dispatch of applications, final certificate from collecting Bankers	Registrar
3 Collection of applications along with final certificate and schedule pages from Bank branches	Registrar
4 Informing Stock Exchange / SEBI and providing necessary certificates to Managers on closure of Issue	Company/Registrar
5 Preparing Underwriter statements in the event of under subscription and seeking extension from Stock Exchange for processing	Registrar/Company
6 Scrutiny of application forms	Registrar
7 Numbering of applications and bank schedule and batching them for control purposes	Registrar
8 Transcribing information from documents to magnetic media for computer processing	Registrar
9 Reconciliation of number of applications, securities applied and money received with final certificate received from the Controlling Bank	Registrar

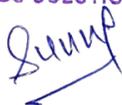
For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director




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| 10. Rejections on technical and other grounds in consultation with Managers | Company |
| 11 Uploading of beneficiary account details to depositories | Registrar |
| 12 Matching with depository details | Registrar |
| 13 Identify of applications with technical faults and multiple applications with reference to guidelines) procedures | Registrar |
| 14. Preparation of inverse number for applicable categories | Registrar |
| 15 Preparation of statement for deciding basis of allotment by the Company in consultation with the Designated Stock Exchange | Registrar |
| 16 Finalizing basis of allotment after approval of the stock exchange | Registrar/Company |
| 17 Seeking extension of time from SEBI if allotment cannot be made within stipulated time | Company/Managers |
| 18 Allotment of shares on the basis of formula devised by Stock Exchange in respect of the Retail, Non-Institutional and Institutional Categories . | Company/Registrar |
| 21 Obtaining certificate from auditors that the allotment has been made as per basis of allotment in respect of the Retail Non-Institutional and Institutional Categories | Company/Registrar |
| 22 Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by Stock Exchange for applicable categories | Registrar |
| 23 Preparation of allotment register-cum-return statement, index register | Registrar |
| 24 Preparation of list of brokers to whom brokerage is to be paid | Registrar |
| 25 Printing of covering letters for dispatching for refunding application money, printing of allotment advice-cum-refund order | Registrar |
| 26. Printing postal journal for dispatching allotment advice and refund orders by registered post | Registrar |
| 27 Printing of distribution schedule for submission to Stock Exchange | Registrar |

For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director




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|---|---------------------|
| 28. Preparation of share certificates on the computer, if any | Registrar |
| 29. Mailing of documents by registered post | Registrar |
| 30 Binding of application forms, application schedule and computer outputs | Registrar |
| 31 Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value | Company / Registrar |
| 32. Issue of duplicate refund orders | Registrar |
| 33 Re-validation of refund <i>orders</i> | Registrar |
| 34 To ensure that the equity shares are issued and transferred only to Resident Indians, NRIs and FIIs and QIBs registered with SEBI | Registrar |
| 35 To ensure that the Issue equity shares are transferred to persons and entities in accordance with the provisions of the RHP and the Prospectus | Registrar |

For, TECHDEFENCE LABS SOLUTIONS LIMITED

Sunny

Director

D Dhevi



SCHEDULE - II

SCHEDULE OF FEES

CHARGES OF ISSUE:

I. APPLICATION PROCESSING AND PRINTING CHARGES

Sl. No.	Particulars	Rate (Book building issue)
1.	Processing fee	Re. 1/- per application
2.	Data Entry charges	
3.	Validating of Depository details	
4.	Over printing of CAN's / Refund Orders	
5.	Fee for printing of bulk mailing register	
6.	Fee for printing of bulk mailing register	

For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director




7.	Preparation of basis of allotment
8.	Preparation of Listing related reports
9.	ECS file preparation

Irrespective of number of applications, the minimum fee Payable for the above activities
Rs. 50,000/-

OTHER CHARGES

1	Handling and servicing of post issue investors queries either in person, on phone, written communication by email, fax etc. at H.O. and from all our Investor Relation offices for a period of 3 months from the closure of Issue	Rs. 3000 per month for 3 months
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For, TECHDEFENCE LABS SOLUTIONS LIMITED



Director




III. OUT OF POCKET CLAUSE / OTHER TERMS AND CONDITIONS:

All stationery items (including continuous and non-continuous stationery) envelopes, postage, batch control cards, query cards, binding charges and cost of collection of applications will be charged at actual. Supporting bills will be provided wherever possible.

All out of pocket expenses in connection with traveling including local conveyance, telegrams / telephones / telex / fax, courier / speed post charges and other incidentals shall be reimbursed at actual. Supporting bills will be provided, wherever possible.

Our charges towards collection of information and collection of applications will have to be settled soon after the services are rendered to you on receipt of our debit notes. It will take some time for us to receive from our agents the expenses incurred by them towards telephone, fax, telex, telegram, courier, local conveyance etc. These expenses will be debited to you soon after receipt of advice from the agent and the amount should be settled within a period of 7 days from the receipt of our debit notes.

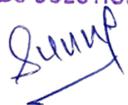
4) All computer pre-printed stationery and envelopes etc. shall be supplied by Company. However, if Company so desires, Registrar can arrange for these supplies on behalf of the Company at actuals. All continuous stationery, floppies / tapes used for the Issue work will be charged at actuals. All postage expenses shall be paid in advance at estimated value.

5) Mailer service charges would be Re. 1/- per article.

6) E-mail sending charges shall be Re. 1/- per email subject to minimum Rs. 1000/-.

7) It is in the interest of the Company to take appropriate insurance cover for all the refund orders if any from time to time, as it is taken delivery from various agents till it is received by the Investors.

For, TECHDEFENCE LABS SOLUTIONS LIMITED


Director




8) As per the SEBI guidelines our company will handle the queries from the investors for a period of 6 months from the date of completion of dispatch

9) The Registrar should neither be held responsible nor liable for failure of providing services specified in the quotation arising due to Force Majeure Conditions such as acts God which are beyond our control.

10) The Registrar undertakes to keep confidential the records, files, documents and other information that is / are made available during the course of their Assignment, except as required to be disclosed to SEBI or other Government Agencies.

11) GST / Octroi / other levies etc., if any, will be charged in addition.

12) Company has to pay the annual fee / charges, corporate action fee, etc., to be levied by NSDL or CDSL in connection with the depository services

TERMS OF PAYMENT

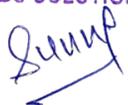
An amount of Rs. 10000/- payable as advance at the time of signing MOU.

50 % of the fee (on minimum fee) should be payable after initial processing of all the applications and basis of allotment is approved by the Stock Exchange

3. The balance fee will be paid immediately after dispatch of Refund Orders / CAN.

The Debit Notes raised should be cleared within a weeks time.

For, TECHDEFENCE LABS SOLUTIONS LIMITED



Director





