



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. C 00009H  
- 9 JAN 2024  
सक्षम अधिकारी

श्रीमती सायली कोळी

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED JANUARY 20, 2024 TO THE REGISTRAR AGREEMENT DATED SEPTEMBER 30, 2022, ENTERED INTO BETWEEN RASHI PERIPHERALS LIMITED AND LINK INTIME INDIA PRIVATE LIMITED





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प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८००००९५  
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जॉइंट-9 Annexure

केवल प्रतिज्ञापनासाठी Only for Affidavit

सुत्रांक विकत घेणाऱ्याचे नाव \_\_\_\_\_

सुत्रांक विकत घेणाऱ्याचे पत्ता \_\_\_\_\_

सुत्रांक विकत घेणाऱ्याचा पत्ता \_\_\_\_\_

**RASHI PERIPHERALS LIMITED** 000501  
6th Floor, Aalisto House,  
Teli Galli Corner,  
Andheri (E), Mumbai-400 089

परफायरक सुत्रांक विकत घेणाऱ्याचे नाव \_\_\_\_\_

परवाना क्रमांक : ८००३०१५

सुत्रांक विकत घेणाऱ्याचे पत्ता : अंधेरी कोर्ट वार असोसिएशन  
एन. एन. कोर्ट, अंधेरी रेल्वे स्टेशनच्या बाजूला, अंधेरी (पूर्व), मुंबई - ६९.

राजकीय संपत्ती अधिनियम १९५३ च्या तरतुदीनुसार प्रतिज्ञापन सादर करणाऱ्या सुत्रांक  
कागदाची आवश्यकता नाही. (आयन अधिनियम दि. ०१/०६/२००४) मुंबई

ज्या परफायरक सुत्रांक विकत घेणाऱ्याचा पत्ता अंधेरी रेल्वे स्टेशन परफायरक सुत्रांक विकत घेणाऱ्या  
केवळामुळे बदलित्यात आणणे आवश्यक आहे.

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सुत्रांक विकत घेणाऱ्याचे नाव

**JANUARY 20, 2024**

**AMENDMENT TO THE REGISTRAR AGREEMENT DATED SEPTEMBER 30, 2022**

**BETWEEN**

**RASHI PERIPHERALS LIMITED**

**AND**

**LINK INTIME INDIA PRIVATE LIMITED**

This **AMENDMENT TO THE REGISTRAR AGREEMENT dated September 30, 2022** (the "**Amendment Agreement**") is entered into on this January 20, 2024, by and among:

1. **RASHI PERIPHERALS LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Ariisto House, 5<sup>th</sup> Floor, Telli Galli, Andheri (East), Mumbai, 400069, Maharashtra, India (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-in-interest and permitted assigns) of the **FIRST PART**;

**AND**

2. **LINK INTIME INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, as amended, and having its registered office at C-101, 247 Park, L B S Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the "**Registrar**" or "**Registrar to the Offer**"), 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 **THIRD PART**.
3. In this Agreement, the Registrar and the Company are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

**WHEREAS:**

- (A) The Company proposes to undertake an initial public offering of equity shares of face value of INR 5 each of the Company (the "**Equity Shares**"), comprising a fresh issue of Equity Shares by the Company (the "**Fresh Issue**" or the "**Offer**"), in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the "**SEBI ICDR Regulations**") and other Applicable Law (as defined herein), at such price as may be determined through the book building process under the SEBI ICDR Regulations and agreed to by the Company, in consultation with JM Financial Limited and ICICI Securities Limited (together, the "**BRLMs**" or the "**Book Running Lead Managers**", and such price, the "**Offer Price**").
- (B) In this regard, the Parties have entered into a registrar agreement dated September 30, 2022 (the "**Registrar Agreement**").
- (C) The Company has filed a draft red herring prospectus dated January 18, 2023 ("**DRHP**") with the Securities and Exchange Board of India ("**SEBI**"), National Stock Exchange of India Limited, and BSE Limited.
- (D) Pursuant to Clause 48 of the Registrar Agreement, the Parties had agreed on certain arrangements to resolve any disputes that may arise under the Registrar Agreement. Further, pursuant to the SEBI circular dated December 20, 2023, bearing reference number SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/131, as amended pursuant to the SEBI master circular dated July 31, 2023, bearing reference number SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/195 issued by SEBI, as amended (collectively, the "**SEBI ODR Circulars**"), disputes between institutional or corporate clients and specified intermediaries or regulated entities in the securities market as listed thereunder, can be resolved, at the option of the clients, by harnessing any independent institutional mediation, conciliation and/or arbitration

institution in India. Provided that, for existing and continuing contractual arrangements, such option should be exercised within six months from the date of the SEBI ODR Circulars.

- (E) In view of the above, and in order to facilitate the Offer, the Parties now wish to amend the Registrar Agreement, which amendments are now being recorded under this Amendment Agreement.

**NOW THEREFORE**, in consideration of the mutual representations, warranties, assurances and provisions set forth hereinafter, the Parties do hereby agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1. All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Registrar Agreement or the Offer Documents (as defined under the Registrar Agreement), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail.
- 1.2. Rules of interpretation set out in the Registrar Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement, *mutatis mutandis*.
- 1.3. In case of conflict between the provisions of this Amendment Agreement and the Registrar Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

## **2. EFFECTIVENESS**

- 2.1. This Amendment Agreement shall come into force from the date of the execution of this Amendment Agreement and shall be deemed to be effective from the date of the execution of the Registrar Agreement. All references to the Registrar Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement.

## **3. AMENDMENT**

- 3.1. Clause 48 of the Registrar Agreement is hereby amended and substituted in its entirety with the following clause:

*“48. In the event of a breach by either Party, the defaulting Party shall have the right to cure such breach within a period of 10 (ten) Working days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) any dispute, difference or claim arises between the Parties hereto in connection with this Agreement as regards the validity, and the interpretation, implementation or alleged breach of the terms of this Agreement (“Disputing Parties”) 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 Disputing 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, as amended or any re-enactment thereof and shall be conducted in English.*

*The arbitration shall be conducted under and in accordance with the arbitration rules of the Mumbai Centre for International Arbitration Rules (“MCIA Rules”). The MCIA Rules are incorporated by reference into this Clause 48 by reference. All proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language. The seat and venue of the arbitration*

*shall be Mumbai, India. Each Disputing Party shall appoint one arbitrator. The two arbitrators shall appoint the third or the presiding arbitrator. Each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws. The arbitrators shall have the power to award interest on any sums awarded. The arbitration award shall state the reasons in writing on which it was based. The Disputing Parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitrators. The arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel). Further, the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement."*

- 3.2. The Registrar Agreement is hereby amended, and the following clause is hereby inserted as Clause 48A of the Registrar Agreement:

*"48A. The Parties, severally and not jointly, agree and acknowledge that in accordance with paragraph 3(b) of the SEBI master circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/195, as amended ("SEBI ODR Circulars"), they have elected to follow the dispute resolution mechanism described in the Clause 48.*

*Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in Clause 48."*

#### **4. MISCELLANEOUS**

- 4.1. Parties to this Amendment Agreement represent that they have taken all applicable corporate action to authorise the execution and consummation of this Amendment Agreement or have the requisite and proper authorisation to execute this Amendment Agreement, as applicable. They undertake to furnish satisfactory evidence of the same upon request.
- 4.2. The Registrar Agreement shall stand modified to the extent stated in this Amendment Agreement, and all other clauses of the Registrar Agreement, as amended, shall continue to prevail. The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Registrar Agreement. The Registrar Agreement read along with the Amendment Agreement shall constitute the entire agreement between the Parties.
- 4.3. This Amendment Agreement may be executed in 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.
- 4.4. This Amendment Agreement may be executed by delivery of a facsimile copy or .pdf format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a facsimile copy or .pdf format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such facsimile or .pdf format signature page, or at any time thereafter upon request. Provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by facsimile or in .pdf format.
- 4.5. If any provision or any portion of a provision of this Amendment Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision, or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties shall use their best efforts to negotiate and implement a substitute provision which is valid and



enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

- 4.6. No modification, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties thereto.

*Remainder of this page has intentionally been left blank*

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED JANUARY 20, 2023 TO THE REGISTRAR AGREEMENT DATED SEPTEMBER 30, 2022, ENTERED INTO BETWEEN RASHI PERIPHERALS LIMITED AND LINK INTIME INDIA PRIVATE LIMITED

**IN WITNESS WHEREOF**, this Amendment Agreement has been executed by the Parties or their duly authorised signatories on the day and year first above written.

Signed and delivered for, and on behalf of,

**Link Intime India Private Limited:**

The image shows a handwritten signature in blue ink, which appears to be 'Dnyanesh Gharote'. To the right of the signature is a circular purple stamp. The stamp contains the text 'LINK INTIME INDIA PRIVATE LIMITED' around the perimeter and some illegible text in the center.

*Authorised signatory*

**Name:** Dnyanesh Gharote

**Designation:** Vice President

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED JANUARY 20, 2023 TO THE REGISTRAR AGREEMENT DATED SEPTEMBER 30, 2022, ENTERED INTO BETWEEN RASHI PERIPHERALS LIMITED AND LINK INTIME INDIA PRIVATE LIMITED

**IN WITNESS WHEREOF**, this Amendment Agreement has been executed by the Parties or their duly authorised signatories on the day and year first above written.

Signed and delivered for, and on behalf of,

**Rashi Peripherals Limited:**

A handwritten signature in black ink, appearing to read 'Kapal Suresh Pansari', written over a horizontal line.

*Authorised signatory*

**Name: Kapal Suresh Pansari**

**Designation: Managing Director**