भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FB 000263

जिल्हा कोषागार कार्यालय ठाणे

13 JUL 2026

प्रतीक्षक लिपीक / लिपीक

This stamp paper forms an Integral part of the Registrar Agreement dated 15th Jul' 2026 entered into by and between Continental Controls Limited and Purva Sharegistry (India) Private Limited

CONTINENTAL CONTROLS LIMITED THANE

PURVA SHAREGISTRY (INDIA) PVT. LTD.

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जिल्हा कोषागार कार्यालय ठाणे

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PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

CONTINENTAL CONTROLS LIMITED THANE

REGISTRAR AGREEMENT

This Registrar Agreement (**"Agreement"**) made on the 15th day of July, 2026 at Mumbai, between:

CONTINENTAL CONTROLS LIMITED, a public limited company incorporation under the provision of that companies Act, 1956, and having its registered office at Plot No. A 356/357, Road No. 26, Wagle Industrial Estate, MIDC, Thane (West) – 400604, Maharashtra (hereinafter referred to as the "company " or the "Issuer", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

PURVA SHAREGISTRY (INDIA) PRIVATE LIMITED, a company incorporated under the companies Act, 1956, and having its registered office at Unit No. 9, Shiv Shakti Industrial Estate, Near Lodha Excelus, J. R. Boricha Marg, Lower Parel (E), Mumbai – 400011, Maharashtra, India (hereinafter referred to as the "Registrar" or "Registrar to the Issue", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **SECOND PART**.

The issuer and the registrar are hereinafter individually referred to as a "Party" and collectively as **"Parties"**.

WHEREAS:

A. The issue is proposing a rights issue of equity share of face value of Rs. 10/- each (Rupees Ten Only) (**"Rights Equity Shares"**) aggregating up to Rs. 2,000 lakhs (Rupees Twenty Crores Only) (the **"Issue"**), in accordance with the applicable provisions of the companies act (*as defined hereafter*), the securities and Exchange Board of India (Issue of Capital and Disclosure Requirements), regulations, 2018, as amended (the **"SEBI ICDR Regulation"**), and other applicable statutory and /or regulatory requirements, to the holders of equity shares of face value of Rs. 10 each (**"Equity Shares"**) as of the record date to be determined by the company (the **"Record Date"** and such holders of Equity shares, **"Eligible Shareholders"**)
B. The issue has been authorized by the resolution passed by board of directors of the company as its meeting held on 15th day of July, 2026
C. The company is proposing to file a Draft Letter of Offer and Letter of Offer with Securities and Exchange Board of India ("**SEBI**"), BSE Limited ("**BSE**") and the National Stock Exchange of India Limited ("**NSE**" and together with BSE, the "**Stock Exchanges**") with the Securities and Exchange Board of India ("**SEBI**"). The Equity Share to be issued pursuant to the Issue are proposed to be listed on the Stock Exchanges.
D. The Registrar is registered with SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents Regulations, 1993, as amended ("**SEBI RTA Regulations**") and has a valid and subsisting registration bearing number INR000001112 dated 16/07/2013 and there is no prohibition or order restricting it to be the registrar.
E. In terms of Regulation 69(7) of the SEBI ICDR Regulations, the Issuer is required to appoint a registrar who has connectivity with all depositories in connection with the Issue. Further, in terms of SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 read with SEBI Circular SEBI/HO/CFD/DIL 1/CIR/P/2020/136 dated July 24, 2020 and SEBI circular SEBI/HO/CFD/DIL 1/CIR/P/2021/13 dated January 19, 2021, the Company may along with the Lead Manager, the

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Registrar and other recognized intermediaries deemed fit by the Company and the Lead Manager, institute an optional mechanism (non-cash mode only) to accept the Applications, subject to ensuring that no third party payments are allowed in respect of any such Application.

F. In terms of Regulation 9 A(1)(b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the Issuer, inter alia, to define the allocation of duties and responsibilities between the Registrar and Issuer and in pursuance of the same, the Registrar and the Issuer have entered into this Agreement.

G. All capitalized terms not specifically defined herein shall have the same meaning as ascribed to such terms in the Letter of Offer, as the case may be, to be filed with SEBI and the Stock Exchanges.

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

DEFINITIONS

Unless the context requires otherwise, all capitalized terms used in this Agreement shall have the meaning ascribed to such terms as set out below.

(a) **"Abridged Letter of Offer"** shall mean the abridged letter of offer to be sent to the Eligible Equity Shareholders with respect to the Issue in accordance with the provisions of the SEBI Regulations and the Companies Act;

(b) **"Agreement"** shall mean this registrar agreement dated July 12, 2022 entered into between the Issuer and the Registrar;

(c) **"Allotment"**shall mean allotment of Equity Shares pursuant to the Issue;

(d) **"Assignment"** shall have the meaning ascribed to it in Recital F of this Agreement;

(e) **"Applicant"**or**"Investor"** shall mean Eligible Equity Shareholder(s) and/or Renounces(s) who make an application for the Equity Shares pursuant to the Issue in terms of the Letter of Offer;

(f) **"Application"** shall mean application made through (i) submission of the Application Form or plain paper Application to the Designated Branch of the SCSBs or online electronic Application through the website of the SCSBs (if made available by such SCSBs) under the ASBA process.

(g) **"Application Form"** shall mean a form used by an Investor to make an application for the Allotment of Equity Shares in the Issue;

(h) **"ASBA"** or **"Application Supported by Blocked Amount"** shall mean an application (whether physical or electronic) used by an ASBA Investor to make an application authorizing the SCSB to block the application amount in a specified bank account maintained with the SCSB;

(i) **"ASBA Investor(s)"** shall mean Eligible Equity Shareholders proposing to subscribe to the Issue and authorizing the SCSB to block the amount payable on application in their ASBA Account maintained with such SCSB;

(j) **"Basis of Allotment"** shall mean the basis and priority in which the Allotment to the successful Applicants will be made in the Issue;

(k) **"Business Days"** shall mean all days other than a Sunday or a public holiday on which commercial banks in Mumbai are open for business;

(l) **"CDSL"** shall mean the Central Depository Services(India)Limited;

(m) **"Companies Act"** shall mean the Companies Act, 2013 and the rules framed thereunder, each as amended to the extent in force pursuant to the notification of the Notified Sections;

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(n) **"Designated Stock Exchange"** shall mean BSE Limited;

(o) **"DP"** shall mean depository participant;

(p) **"DP ID"** shall mean depository participant identity number;

(q) **"Eligible Equity Shareholder(s)"**shall mean the holder(s) of the Equity Shares of the Company as on the Record Date;

(r) **"Equity Shares"** shall have the meaning ascribed to it in Recital A of this Agreement;

(s) **"Escrow Collection Bank(s)"** shall mean the banks as specified in the Letter of Offer"

(t) **"FPI"** shall mean a foreign portfolio investor as defined under the SEBI FPI Regulations;

(u) **"Investor(s)"** shall mean the Eligible Equity Shareholder(s) of the Company on the Record Date and the Renouncee(s);

(v) **"Issue"** shall mean issue of Equity Shares on a rights to the Eligible Equity Shareholders in terms of the Letter of Offer;

(w) **"Issue Documents"** shall have the meaning ascribed to it in Clause 6 of this Agreement

(x) **"Issue Closing Date"** shall mean the date of closing of the Issue as determined and disclosed in the Letter of Offer;

(y) **"Issue Opening Date"** shall mean the date of opening of the Issue as determined and disclosed in the Letter of Offer;

(z) **"Letter of Offer"** shall mean the letter of offer to be filed with the Stock Exchanges and SEBI in relation to the Issue;

(aa) **"Notified Sections"** shall mean the Sections of the Companies Act,2013 that have been notified by the Government of India;

(bb) **"NRI"** shall mean a non-resident Indian, as defined in the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India)Regulations,2017,as amended;

(cc) **"NSDL"** shall mean the National Securities Depository Limited;

(dd) **"OCB"** shall mean overseas corporate bodies;

(ee) **"PAN"** shall mean permanent account number;

(ff) **"RBI"** shall mean the Reserve Bank of India;

(gg) **"Record Date"** shall mean the date for determining the Eligible Equity Shareholders for purposes of participation in the Issue;

(hh) **"Registrar"** shall mean Purva Sharegistry (India) Private Limited;

(ii) **"Renouncee(s)"** shall mean person(s) who has/have acquired Rights Entitlements from Eligible Equity Shareholders;

(jj) **"Rights Entitlements"** shall mean the number of Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by the Eligible Equity Shareholder on the Record Date;

(kk) **"Rights Issue Circulars"** shall collectively mean SEBI circular, bearing reference number SEBI/HO/CFD/DIL 2/CIR/P/2020/13 dated January 22,2020, SEBI circular bearing reference number SEBI/HO/CFD/DIL 2/CIR/p/2020/78 dated May 6, 2020 SEBI circular bearing reference number SEBI/HO/CFD/DIL 1/CIR/P/2020/136 dated July 24, 2020 and SEBI circular SEBI/HO/CFD/DIL 1/CIR/p/2021/13 dated January 19,2021;

(ll) **"SCSB"** shall mean a self-certified syndicate bank registered with SEBI, which acts as a banker to the Issue and which offers the facility of ASBA;

(mm) **"SEBI FPI Regulations"** shall mean Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, as amended.

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(nn) **"SEBI ICDR Regulations"** shall mean Securities and Exchange Board of India (issue of Capital and Disclosure Requirements) Regulations,2018, as amended; and

(oo) **"SEBI Listing Regulations"** shall mean Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.

INTERPRETATION

In this Agreement, unless the context otherwise requires:

(a) Words denoting the singular number shall include the plural and vice versa;

(b) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;

(c) Heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;

(d) References to the word "include" or "including" shall be construed without limitation;

(e) References to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed ,or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;

(f) References to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;

(g) a reference to an article, clause, section, recital, paragraph or annexure is, unless indicated to the contrary, a reference to an article, clause, section, recital, paragraph or annexure of this Agreement;

(h) unless otherwise defined, reference to the word 'days' shall mean calendar days;

(i) reference to any legislation, act or regulation shall be to such legislation, act or regulations, as amended from time to time; and

(j) All capitalized terms not specifically defined herein shall have the same meanings assigned to such terms in the SEBI ICDR Regulations or the Letter of Offer to be filed by the Company with the Stock Exchanges and SEBI as may be applicable, in relation to the Issue. In case of any inconsistency between the definition of any term as set out in this Agreement and the SEBI Regulations or the Letter of Offer, the definition provided under the SEBI ICDR Regulations or the Letter of Offer shall prevail.

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

1. The Issuer hereby appoints Purva Sharegistry (India) Pvt. Ltd. as the Registrar to the Issue and the Registrar accepts such appointment by accepting the terms of its appointment and signing this Agreement.

2. The Registrar hereby undertakes to perform and fulfil the Assignment, including such functions, duties and obligations and to provide such services as are mentioned herein and to perform such other functions, duties, obligations and provide such other services as are required in accordance with applicable law (including the rules, regulations, directions and circulars prescribed by SEBI and by-laws of the Stock Exchanges) (**"Applicable Laws"**) in respect of the Issue. The Registrar undertakes and agrees that it shall be the Registrar's sole and absolute

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responsibility to ensure that such functions, duties, obligations and services are performed in professional, timely and accurate manner,

3. Each Party hereby represents, warrants, undertakes and covenants to the other that:
   (a) this Agreement constitutes a valid, legal and binding obligation on its part and is enforceable against it in accordance with the terms hereof; and
   (b) the execution, delivery and performance of this Agreement and any other document(s) related hereto by it has been duly authorised and do not and will not contravene any provisions of, or constitute a default under (a) any law, regulation, judgement, decree or order of any governmental authority; (b) its constitutional documents; or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it.

4. The Registrar declares and undertakes that:
   (a) It has obtained a certificate of permanent registration dated 16/07/2013 bearing registration number INR000001112 from SEBI. A copy of this registration certificate is attached as Schedule II hereto. The Registrar shall ensure that the certificate of registration shall remain in force at all times, including by taking prompt steps for its renewal, if required. The Registrar will keep the Issuer and the Lead Manager informed on an immediate basis if its registration is cancelled, suspended, or withheld for any regulatory or other reasons, or if any prohibiting orders are passed restricting it from carrying out the Assignment, or if it is prohibited or restricted from performing the activities mentioned in this Agreement by any regulatory authority and shall cooperate to shall cooperate to establish alternative arrangements.
   (b) It has not violated any of the conditions subject to which the registration has been granted and that, no disciplinary or other proceedings have been initiated against it by SEBI, or any other statutory or regulatory authority and that it is not debarred, suspended or prohibited from carrying on its activities as a registrar to the Issue.
   (c) It shall perform the Assignment and its duties with the highest standards of integrity and fairness and shall abide by the SEBI RTA Regulations (including the code of conduct as specified in Schedule III of the SEBI RTA Regulations) and the applicable rules, regulations and guidelines, circulars and notifications issued by SEBI (including the SEBI ICDR Regulations) and shall act in an ethical manner in all its dealings with the Issuer, Eligible Equity Shareholders, Renouncees, Investors, Lead Manager, SCSBs, Escrow Collection Bank(s),Refund Bank and other intermediaries and that it will not take up any activity which is likely, to be in conflict with the interests of the Issuer, Eligible Equity Shareholders, Renouncees, Investors, Lead Manager, SCSBs, Escrow Collection Bank(s), Refund Bank Allotment Account Bank and other intermediaries or contrary to or in violation of any rules, regulations, orders, guidelines or directions issued by SEBI or other regulatory authorities, from time to time.
   (d) It shall make adequate disclosure to the Issuer and the Lead Manager of any potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased services.
   (e) It shall deploy the persons/officers who are well versed involved in respect of the Issue and having necessary expertise and skills for the purposes of rendering services and it shall duly comply with all statutory requirements of the Applicable Laws including but not limited to regulations and rules framed by SEBI and the Stock Exchanges.





(f) It shall carry out the Assignment and complete all the formalities accurately, diligently and within the stipulated time limits as per the relevant statutes, circulars, guidelines/ regulations issued by SEBI including, the SEBI ICDR Regulations and bye laws of the Stock Exchanges. The Registrar shall immediately notify the Issuer and the Lead Manager about any likely delay in completion of any of the formalities. The Registrar shall also notify the Issuer and the Lead Manager of any errors committed while completing any of the formalities.

(g) It has the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance, disaster recovery system, expertise and the net worth to honour its obligations and liabilities under this Agreement. It will provide the details of such infrastructure required to manager the Issue to the Issuer and the Lead Manager, at least ten (10) days prior to the date of filing the Letter of Offer with the Stock Exchanges and SEBI.

(h) It will provide the details of such infrastructure required to manage the Issue to the Issuer and the Lead Manager, immediately after signing of this Agreement and in all events prior to the date of filing the Letter of Offer with the Stock Exchanges;

(i) It shall ensure that adequate resources including sufficient qualified manpower are dedicated in the performance of the services indicated herein and that due care, diligence and caution shall be taken to ensure that are no deficiency(s)error(s) in the services to be performed by the Registrar. The Registrar shall also notify the Issuer and the Lead Manager of any errors committed while completing any of the formalities.

(j) It is a 'fit and proper person' as per the criteria specified II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.

(k) It shall cooperate and comply with any instructions which the Issuer or the Lead Manager may provide in respect of the Issue.

(l) It shall keep Issuer and the Lead Manager 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.

(m) It has connectivity with the depositories, namely NSDL and CDSL (together, the **"Depositories"**); However, as the equity connectivity for the Issuer is not with the Registrar, the responsibility of taking corporate action for credit of REs, credit of Rights allotment shares and debit of unutilized REs and other ISIN related activity shall be done the Issuer, However, the relevant files will be prepared by the Registrar and provide necessary assistance for the Issuer to upload with the depository system

(n) It is not subject to any Initiation 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 offering by a company.

(o) This Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with its terms. The execution, delivery and performance of the Assignment by the Registrar does not violate, or constitute a breach of, any law, regulation, court or tribunal order, or any agreement, deed or undertaking entered into by the Registrar.

(p) It is not an associate of the Issuer in accordance with Regulation 13A of the SEBI RTA Regulations or any other applicable laws.

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(q) It shall ensure that demographic details provided by the Eligible Equity Shareholders or other investors in the Applications Forms shall not be used by it for any purpose other than in relation to the Issue.

(r) In the event the Registrar is unable to continue to act as a Registrar to the Issue, at any point of time, due to any statutory or regulatory authority or otherwise, it shall immediately inform the Issuer and the Lead Manager in writing and take steps, in consultation with the Issuer and Lead Manager, and as per the directions of SEBI, if any, or any other regulatory/statutory authority, for a smooth transition of the Equity Shares data in connection with the Rights Equity Shares and the Issue, held by the Registrar at no cost to the Issuer for such transition to another registrar as may be appointed by the Issuer and entire cost in this connection to be borne by the Registrar to the Issue.

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

6. The Issuer and the Registrar agree to perform their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in Schedule I hereto. The activities listed in the **Schedule I** are indicative and not exhaustive and conform to the model agreement contemplated under the SEBI RTA Regulations. The Issuer and the Registrar, in consultation with the Lead Manager, may include further activities as agreed upon by the Parties which shall be listed and mutually agreed upon. Further. The Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the Letter of offer, Application form, Abridged Letter of offer, Application form, Abridged Letter of offer and rights Entitlement Letter, including any respective supplements, corrigenda or amendments (collectively, the Issue , Documents') The Registrar hereby consents to the inclusion the issue Documents. Further, the Registrar will do all such activities as may be incidental to discharge its obligations under this agreement at no additional cost to the issuer.

7. Without prejudice to contents of clause 6 above, the Registrar's Assignment shall inter alia include the following activities;

(a) Providing inputs for finalizing the escrow collection bank(s) and Allotment Bank Account and assisting the lead Manager on finalization of collection centers of the Escrow collection Bank(s);

(b) Calculation of the Rights Entitlements and fractional entitlement for each Eligible Equity shareholders in respect of the Equity shares as on the Record Date:

(c) Co-coordinating with NSDL and CDSL for various Issue related activities, as may be required such as preparing the final list of Eligible Equity shareholders with complete details, based on the record date shareholders' data as shared by the issuer, including but not limited to:

1) Client ID:
2) DP ID;
3) folio number (in case of Equity Shares help in physical form);
4) Name of the shareholders (including joint holding, if any);
5) demat account details:
6) category of the shareholder (individual / corporate / FPI /NRI etc.);

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7) shareholding as on the Record Date;
8) Rights Entitlement:
9) address of the Eligible Equity shareholders (including the secondary address, Where such Eligible Equity shareholder is situated outside of India); and
10) bank details of the Eligible Equity shareholder registered with the DP.

All details contained in 1) to 10) above shall also be provided separately for the promoter / promoter Group entities enumerated in the Letter of offer as on the Record date within one (1) calendar day of the Record Date.

(d) Verify demat account details provide by the shareholders holding shares in physical form through PAN, client master sheet, *et cetera*.

(e) Assisting the company in obtaining a separate ISIN for the Rights Entitlement and guiding the Issuer and preparing the file, for uploading corporate action instruction in depository system of NSDL and CDSL for crediting the Rights Entitlement to the demat accounts of the Eligible shareholders (with respect to the Equity shares held by such Eligible shareholder in dematerialized form) well in advance of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (**"SEBI Listing Regulations"**) and other Applicable Laws. The Registrar shall ensure that the ISIN of Rights Entitlement shall be kept frozen (for debit) in the depository system till the issue opening Date;

(f) Prior to the issue opening Date, crediting the Rights Entitlements to a demat suspense escrow account opened by the company, for the Eligible shareholders which would comprise Rights Entitlements relating to (a) Equity shares held in a demat suspense account pursuant to Regulation 39 of the SEBI Listing Regulations; or (b) Equity shares help in the account of IEPF authority; or (c) the demat accounts of the Eligible shareholders with the Registrar on the Record Date; (d) credit of the Rights Entitlements returned / reversed / failed; or (e) the ownership of the Equity shares currently under dispute, including any court proceedings , and an intimation should be sent to such Eligible shareholders by the Registrar;

(g) Making best efforts in procuring demat account details of shareholders holding Equity shares as on the Record Date such that these details are available not later than 2 working days prior to the issue closing Date, including in the manner required under the SEBI circular SEBI / HO /CFD /DIL2 /CIR/P/2020/78 DATED May 6, 2020 read with SEBI circular SEBI/ /HO/ CFD /DILI /CIR/ P/2020/136 dated July 24, 2020 and SEBI circular SEBI / HO /CFD /DILI /CIR /P /2021 /13 DATED JANUARY 19, 2021.

(h) Crediting, their Rights Entitlement to the demat account provided by the Entitlement to the demat account provided by the Eligible shareholders holding Equity shares in physical mode, as soon as practicable and in compliable with the Applicable Laws;

(i) Assisting in various corporate actions as well as application as may be required including credit of Rights Entitlements before the issue Opening Date, credit of Rights Equity shares to be issued pursuant to the issue and coordinating with the stock Exchange to get renunciation data;

(j) The Registrar shall submit details of total Rights Entitlement credited to the Eligible shareholders to the company and the Lead Manager immediately after completing the corporate action for the same and not later than 3 working days prior to the issue opening date;

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(k) The details with respect to the Rights Entitlement shall be made available on the website of the Registrar and the investors shall be able to check their respective entitlements on the website of the Registrar by keying their details, after adequate security controls to ensure that investors' information is made available only to the particular investor;

(l) Assist (including verification) the company and the Lead Manager as the case may be in (a) preparation of frequently asked questions, (b) providing an online dedicated investors, (c) pupation of Indian address / email address / mobile number of Eligible shareholders of the company, (d) updation of demat account details by Eligible shareholders holding shares in physical form;

(m) Coordinating with the Depositories to suspend the ISIN of Rights Entitlement for transfers, from the issue Closing Date;

(n) The Registrar shall ensure that the Rights Entitlement against which Applications are not received, shall be lapsed after closure of the issue;

(o) Ensuring that once the allotment is completed, the ISIN for Rights Entitlement shall be permanently deactivated in the depository system by the Depositories;

(p) Opening appropriate demat escrow suspense accounts and ensuring same is done before the Record Date;

(q) Drafting of Entitlement Letter and dispatch of the same to Eligible shareholders along with application form and Later of Offer and coordinating printing of the same, if required;

(r) Determining the shareholders who have valid email addresses to who issue materials can be sent and the list of shareholders to whom dispatch of issue materials needs to be sent through email , and the list of shareholders to whom dispatch of issue materials needs to be sent through ordinary post as communicated by the company and as required under SEBI circular SEBI / HO / CFD / DIL2 /P / 2020 /78 dated May 6, 2020 read with SEBI circular SEBI / HO / CFD/ DILI / CIR / P /2021 /13 dated January 19, 2021 and Applicable Laws;

(s) Reviewing and commenting on the contents of the Application form, Abridged Letter of offer, Rights Entitlement Letter and dispatch, electronically and other mode as specified in SEBI ICDR Regulations, to the Eligible shareholders. The Registrar shall also upload the letter of offer, Abridged Letter of offer, Application form and details of Rights Entitlements on its website. However, the Registrar shall send / dispatch Application forms, Rights Entitlement Letter and Abridged Letter of offer only to the addresses of the Eligible Equity Shareholders Who have provided their Indian addresses or through such other modes as may be communicated by the company to the register and shall not dispatch/send any such documents to any Eligible Equity shareholders whose addresses are outside of India: sending the letter of offer, through email and other mode as specified in SEBI ICDR Regulations, of the Eligible shareholders who have provided their Indian addresses to the company or who are located in jurisdictions where the offer and sale of the rights equity shares is permitted under laws of such jurisdictions and in each case who make a request in this regard;

(t) Ensuring dispatch of all issue materials whether electronically or physically (through ordinary post/speed post/registered post as may be required by the company) is completed within the timelines prescribed under SEBI ICDR regulations and other Applicable Laws, which is at least 3 days prior to the issue opening date;

(u) Issuing timely dispatch confirmation immediately after completion of dispatch of the company and the lead manager to enable publishing and upload of the dispatch





advertisement under regulation 84 of the SEBI ICDR regulations at least 2 days prior to the Issue opening date read with SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6,2020. Further, the Registrar shall also upload such advertisements in connection with the Issue on its website;

(v) Ensure timely preparation and publishing, dispatch and issue of confirmation thereto in connection with the post-Issue advertisements in accordance with Regulation 92 of the SEBI ICDR Regulation, and other Applicable Laws;

(w) Providing the Issuer and the Lead manager with the pre-Issue, issue and post-issue shareholding of the issuer and other documents in relation to listing applications to be made to the stock Exchanges, in the format specified under and in accordance with the securities and Exchange Board of India (Listing obligations and Disclosure Requirements) Regulations, 2015, as amended and as may be required;

(x) Providing detailed instruction to the Banker (s) to the issue and the SCSBs (including the format and timeline of receipt of information in relation to the issue) at least three (3) Business days before the issue opening Date

(y) Keeping a proper record of Applications and application Money received from Eligible shareholders and Renounces and paid to the banker(s) to the issue;

(z) Providing the split between Eligible Equity shareholders and Renouncees in relation to the Rights Equity shares applied for as part of their respective Rights Entitlement and additional rights equity shares applied for, after issue closing date in the following format:

Category	Shares applied for		Rights
	Entitlement	Additional	Entitlement Additionally Purchased
Eligible Shareholders			
Renouncees			

(aa) Providing daily collection figures in Rupees and the number of rights shares applied for;

(bb) Providing correct data and all required schedules no later than 5(five) calendar days from the issue closing date to the issuer to finalise the basis of allocation and Allotment in coordination with the Lead manager and designated stock Exchange for timely approval of the Basis of Allotment;

(cc) Ensuring that the Basis of allotment is in accordance with the SEBI ICDR Regulations, guidelines, circulars and notifications and other applicable law and as specified in the issue Documents.

(dd) Post communication of the basis of allotment by the issuer ,preparing the list of Allottees entitled to allocation of rights Equity shares and preparing the intimation cum refund advise in consultation with the issue and the lead Manager;

(ee) Ensuring that correct credit of rights Equity shares to respective demat accounts of the allotters and as required under applicable laws and to receive the confirmation of credit of the rights required under Applicable laws and to receive the confirmation of credit of the

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rights equity shares to the demat account of the allotters from each of the depositories and submit the same designated stock exchange to be appointed in connection with the issue and confirm all formalities are completed

(ff) Assisting issuer in obtaining demographics details of all applicants form Depositories;

(gg) Assisting issuer in obtaining details of rights Entitlements as on Issue closing date, from the Depositories;

(hh) After reconciliation of valid Applications through ASBA process, finds blocked/received in escrow account and Rights Entitlements demat holding list, the Registrar shall finalize allocation of securities offered through the issue;

(ii) The Registrar shall prepare the corporate action file for credit of shares to the respective demat accounts of the applicants based on basis of allotment approved by the Designated stock Exchange to enable the issuer to take corporate action with NSDL and CDSL, and shall issue instructions to unblock bank accounts/send refund intimation wherever necessary;

(jj) Replying to quires from Applicants on the Applicants on form and on the method of application provided that any written advice from the registrar to the Applicants shall be subject to the prior written intimation to the Lead Manager and the company. However, if the Registrar receives any request for advice related to the issue from Eligible shareholders having return addresses situated in the United States of America, the Registrar shall duly forward the requests to the company and shall not be responsible for dispatch of advice to such Eligible shareholders;

(kk) Collection and verification of regulatory approval, including approval from the Reserve Bank of India, submitted along with Application;

(ll) Ensuring that all investor complaints received are suitably addressed on priority basis;

(mm) Ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the stock Exchanges where the Rights Equity shares are proposed to be listed, are taken within the timelines as notified by SEBI;

(nn) Ensuring that allotment made is correct and timely uploading of the correct file in the depository system;

(oo) Providing/ specifying the format to the SCSBs in which information in relation to ASBA is require;

(pp) Dispatch of letters of Allotment/ allotment Advice /refund intimation or other permissible means to communication allotment and refund details in timely manner;

(qq) Uploading the data of Allotment;

(rr) Ensuring credit of Rights Equity shares to the allot tee's demat accounts within the time frame indicated in the Letter of offer;

(ss) Issuing refund instructions, as necessary;

(tt) Processing the rejected cases as per the procedure finalized with the company or as mentioned in the Letter of offer;

(uu) Intimating to SCSBs and /or banker (s) to the Issue, before Issue Opening date, the issue Opening Date and Issue Closing Date;

(vv) Coordinating with SCSBs for submission of final certificates and escrow collection bank for provisional and finance certificate, after taking into account rectifications, if any;

(ww) Previewing the "Terms of the Issue" section and other procedural disclosures in the Issue Documents;

(xx) Coordinating with the concerned Depository and ensuring that the number of Rights

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Entitlements / Rights Equity Share Allotted to each category of Applicants is correct in all respects and taking necessary steps as prescribed by the Depositories for cancellation /extinguishment or RE ISIN, if required at the appropriate;

(yy) Maintaining record of returned mail showing details of contents of the letter, details of refund intimations, date of dispatch, date of return and reasons of being returned;

(zz) Ensuring that a proper grievance handling mechanism is in place at its office during the Issue Period and after the Issue Closing Date, in accordance with Applicable Laws. Further, Maintaining a complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which complaint is disposed of Complaint received through SEBI, if any, shall also be recorded in the complaints register in addition to the complaints received directly.

(aaa) Maintaining Such other records in accordance with the SEBI RTA Regulations or as may be a specified by SEBI, the Company and /or Lead Manager in relation to carrying on the actives as Registrar to the Issue, provided the Registrar shall maintain all records for at least eight years;

(bbb) Matching the DP ID, Client Id, and Pan, specified in the reconciled electronic data received from the stock Exchanges and with the Depository's database;

(ccc) Reconciling the compiled electronic data collected from the Stock Exchanges and the date/schedules collected from the SCSBs with the Rights Entitlements demat holding list, bank schedules provided by the Banker(s) to the Issue;

(ddd) Rejection the Applications (including ASBAs) in respect of which the DP Id, Clint Id and Pan specified in the reconciled data foes not match the details in the depository's database or in respect of folio number vis-à-vis records of the Company or Registrar;

(eee) Drawing up a list of all technical rejection cases (including rejection for applications made through ASBA mode) in accordance with the Terms of the Issue section enumerated in the Letter of Offer and keeping the same ready for verification by the Issuer and /or the Lead Manager as required under Applicable Laws or other timeline which may be decided by the Lead Manager

(fff) Providing a confirmation to the company and Lead Manager of the amount to be transferred to the Banker (s) to the issue or to be unblocked form the ASBA accounts

(ggg) Providing all necessary schedules, workings / or certificates required for the company

(i) to make an application to the Stock Exchanges to seek in-principle approval

(ii) to make an application to the Stock Exchanges to seek listing and trading approval of Rights Entitlement;

(iii) to make an application to CDSL / NSDL for ISIN creation , credit of Rights Entitlements in the temporary ISIN, credit of Rights Equity Shares to the Applicant as per Basis of Allotment;

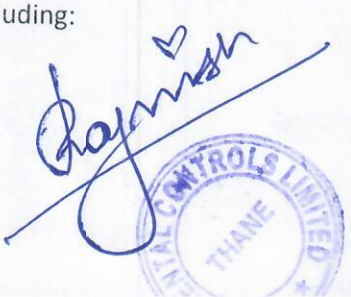
(iv) to make an application to CDSL/NSDL for ISIN creation, credit of Rights Equity Shares in the temporary ISIN and for ISIN post-allotment of Rights Equity Shares; and

(v) to make an application for final listing and trading approval to the Stock Exchanges.

(hhh) Keeping accurately, at all times, as required under applicable physical and electronic records relating to all Applications received in relation to the issue, including:

(i) ASBAs furnished by SCASBs;





(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 the separate bank account maintained by the Issuer in a scheduled bank in terms of the LETTER OF offer , the SEBI ICDR Regulations and the Companies Act; and

(iv) particulars relating to rejection and withdrawn ASBAs.

(iii) Coordinating with the company to transfer the Rights Entitlements form suspense accounts to shareholders accounts and in such situation, the company to reconcile for correct and timely credits/transfers;

(jjj) Finalising various initial and final post-Issue monitoring reports such as the three –day report and final –issue monitoring report, along with relevant documents/certification to be submitted to SEBI within the stipulated time in consultation with the Issuer and the lead Manager, and shall ensure that such reports are based on authentic and valid documentation received form the SCSBs, the Escrow Collection centres;

(kkk) The Registrar also agrees to maintain records as per SEBI RTA Regulation, provided that the Registrar shall maintain all the records for at least eight (8) years.

8. The registry shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of COVID-19 pandemic and lockdown on the Issue related activities, to ensure that the timelines and other requirements prescribed under the Applicable Laws and SEBI circular SEBI/HO/CFD/DILI/CIR/P/2020/78 dated May 6, 2020 read with SEBI circular SEBI/HO/CFD/DILI/CIR/P/2020/136 dated July 24, 2020 and SEBI circular SEBI/HO/CFD/DILI/CIR/P/2021/13 dated January 19, 2021 and as agreed by the Company are met.

9. The Registrar shall not hand over any Application Form or other documents / records pertaining to the Issue to any other person, except to the Lead Manager and the Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Issuer, until the completion of dispatch of Allotment letters, refund intimations etc. The Issuer agrees that the Issuer and the lead manager will have access to all the Applications/ documents/ records pertaining to the Issue at the office of the Registrar until completion of the Issue related work mentioned herein.

10. The Registrar and its officers, employees and agents shall not, either during the term of or before or after the termination of its appointment hereunder, divulge to any third party and confidential information about the Issuer or the Issue, which comes to its knowledge pursuant to its appointment hereunder, except to the Lead manager. The Registrar may have to provide certain information regarding the Investors, including A S B A Investors, as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the parties acknowledge that providing such information strictly for such purpose shall not be violation of the terms of this agreement. However, the Registrar shall give prior intimation to the Issuer or the lead Manager before providing such information so as to enable the Lead injunctive or other relief to prevent such disclosure.

The Registrar will handle the Assignment from its office situated at Unit No. 9, Shiv Shakti Industrial Estate, J. R. Boricha Marg, Near Lodha Excelus, Lower Parel (E), Mumbai - 400011, Maharashtra, India which have been declared to SEBI and approved by it for carrying on its activities. The Addresses of such offices shall be printed in all relevant stationeries pertaining to the said Issue.

11. The Registrar shall provide accurately and in a timely manner, all information to be provided by it under this Agreement and Applicable Laws, or as may be required by the Company and the

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Lead Manager, to ensure proper Allotment of the Right Equity Shares, dispatch/email of instructions to SCSBs to unblock the bank accounts of the ASBA Applicants and dispatch /email of allotment cum Refund intimation and instructions to Banker(S) to the Issue. The Registrar shall be responsible for correctness and validity of the information relating to any refunds required to be made that has been provided by the Registrar to the Banker(s) to the Issue, including and of their correspondent banks.

Provided that the Registrar shall issue instructions to SCSBs and Banker(s) to the Issue within one (1) working day from approval of Basis of Allotment, with the designated Stock Exchange for transferring Application Money to the extent of Allotment to the Issuer's account.

12. The Registrar shall ensure compliance with all Applicable Laws including provisions of (i) the SEBI circular no. SEBI/CFD/DIL/31/2008/30/7 dated July 30, 2008, (ii) SEBI circular no.CIR/CFD/DIL/3/2010 dated April 22, 2010, (iii) the SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iv) SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, (v) the SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013, (vi) the SEBI circular SEBI/HO/CFD/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020, (vii) the SEBI circular SEBI/HO/CFD/CIR/CFD/DIL/67/2020 dated April 21, 2020, (viii) the SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 read with SEBI circular SEBI/HO/CFD/DILI/CIR.P/2020/136 dated July 24, 2020 and SEBI circular SEBI/HO/CFD/DILI/CIR/P/2021/13 dated January 19, 2021; and (ix) various other circulars issued by SEBI from time to time, to extent applicable.

13. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Rights Equity Shares of the Company, 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; and
    (d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends, indulge in any insider trading.

15. The Registrar shall ensure that:
    (a) The enquiries and complaints from applicants, shareholders and Renouncees, including ASBA applicants, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
    (b) The Registrar has proper systems to track, address and redress investors' complaints;
    (c) Adequate steps are taken for proper allocation and Allotment of Rights Equity Shares and refund of Application Money without delay as per Applicable Laws;
    (d) All responsibility are undertaken for any reach out made to shareholders holding Equity Share in physical mode, getting their demat account details, credit Rights Entitlements to the relevant suspense accounts, as may be required, any Rights Entitlements related matters in relation to making applications or Allotment in the Issue;
    (e) The information furnished to the SCSBs in discharging responsibility under the ASBA process in correct and valid; and
    (f) Demographic details provided by the Eligible Equity Shareholders or other investors in the application Forms shall not be used by it for any purpose other than in relation to the Issue.

16. The Registrar shall act as a nodal agency for redressing complaints of investors, including providing guidance to ASBA investors regarding approaching the SCSB concerned or with

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respect to providing familiarity with the application process or with respect to guidance on the procedural aspects with respect to the Issue.

17. The Registrar shall extend all necessary support to the company, the Lead Manager and the SCSBs as may be required for the smooth and speedy functioning of the ASBA process and the process prescribed under SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/13, dated January 22, 2020 and SEBI circular SEBI/HO/CFD/DIL2CIR/P/2020/78 dated May 6,2020 read with SEBI circular SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020 and SEBI circular SEBI/HO/CFD/DIL1/CIR/P/2021/13 dated January 19, 2021.
18. The Company shall make available in advance to the Registrar; requisite funds for postage, mailing charges for dispatching Abridged Letter of Offer and Application Form and the Company shall be responsible for any delay on this account. In addition, the Company shall make available in advance to the Registrar requisite funds for postage mailing charges for dispatching of allotment letters, allotment advice, refund intimations a cetera seven days form the Issue Closing Date and the Issuer shall be responsible for any delay oh this account, if proposed to be dispatched in printed form. Future, the Company shall provide adequate support to the Registrar to ensure compliance.
19. The Registrar will extend all facilities to complete Allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matter.
20. The Company agrees that it shall make available the relevant master data, both in physical and electronic form as on the Record Date, signature data/card, details of all stop transfer cases etc. and all such details, physical records and electronic data, that may be required as and when the same are called for from the Registrar.

    The Company agrees to extend support by uploading the corporate action files and executing Auto corporate actions as given/advised by the Registrar to the issue, for crediting of Rights Entitlement, for crediting of shares allotted pursuant to the basis of allotment and for Extinguishment of lapsed Res. The Company also agrees to carry out name verification in the NSDL & CDSL, systems and download beneficiary demographic details for the application data as provided by the Registrar to issue and share the output file with the Registrar.
21. The parties to this Agreement agree that formats of all reports, statements, and other documents shall be in conformity with the standard designs and formats as approved by the Designated Stock Exchange for the Issue.
22. The Registrar shall be required to inform the Company and the Lead Manager within 24 hours form receipt of any complaints of the investors and redress complaints of the investors (including ASBA applicant complaints) within 48 hours from the receipt of the complaint during the currency of this Agreement and continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and upon the request of the Registrar, the Issuer shall extend necessary cooperation to the Registrar for it to comply with such regulations. The Registrar shall provide a status report of investor complaints on a fortnightly basis to the Issuer and the Lead Manager. Similar status reports should also be provided to the Issuer as and when required.
23. The Registrar and the Issuer agree that the fees and charges payable to the Registrar are for handling the Assignment and shall be as mutually decided.
24. **Term and Termination**

    (i) This Agreement shall be effective from 15.07.2026 (the "Effective Date") and shall be valid until terminated as per the terms of this Agreement.

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(ii) The Company shall be entitled to terminate this agreement in the event the Registrar's Certificate of Registration is suspended/ cancelled or SEBI or any other regulatory, statutory judicial and/or administration authority debars the Registrar from carrying on its activities. In such an event, the Registrar shall duly compensate the Company for any loss suffered by the Company due to the cancellation / suspension of the certificate of registration of the Registrar by SEBI or any other authority. For avoidance of doubt, in the event of the Company in consultation with the Lead Manager decides not to proceed with the said issued at any time for any reason, the Agreement shall be terminated without any requirement or liability of the Company to make any payment to the Registrar.

(iii) The Company may terminate this Agreement with or without cause, upon seven days notice to the Registrar of its intention to terminate the Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination. However, the Registrar shall continue to be responsible for this Agreement until termination of this Agreement.

(iv) The Parties may mutually terminate this Agreement, under consultation to the Lead Manager, upon giving 30 days notice to the other.

(v) The termination under this agreement shall be effective only when the new registrar is appointed for the Issue on the terms and conditions similar to the terms agreed upon herein and appropriate handover of data from the Registrar is carried out subject to fulfilling the requirements as may be prescribed by SEBI.

25. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Issue, the Lead Manager or the newly appointed registrar to the Issue towards taking over duties and responsibilities as the new registrar to the issue. In this case, the registrar will have to hand over the records/ data and all related documents which are in its possession to the new registrar within 03days of termination of agreement, subject to any settlement of dues pertaining to the registrar.

26. Should there be a major change in the date of opening of the Issue from the date indicated by the Issuer in consultation with Lead Manager, from time to time, or in the event of a complete collapse or dislocation of business in the financial markets of the other event caused by ***force majeure***, as may be mutually agreed to between the parties, any of the parties may terminate this Agreement with mutual consent before opening of the Issue and/or re-negotiate the Agreement. However, the Registrar shall continue to be responsible for the assignment until the new registrar takes over the duties and responsibilities of the registrar. Provided that, without prior consent of the Company, the Registrar shall not withdraw from the Issue or re-negotiate this Agreement due to pandemic and any consequent restrictions lockdown and any change of circumstances thereof.

27. The Registrar's responsibility under this Agreement will be restricted to the duties of the registrar as agreed to herein and the Registrar will not be in any way construed to be an agent of the Issuer in any other business of the Issuer in any manner whatsoever.

28. **Events of Indemnity and Limitation of Liability**

(i) The Registrar shall act with due diligence, care and skill, while discharging its functions, performing its duties and fulfilling its obligations under the terms and conditions set out herein and the Assignment. However, the Registrar shall indemnify and hold harmless the Company and its affiliates, officers, directors, advisors, successors, employees and agent the

Lead Manager collectively "Indemnified Party") at all times from and against all complaints (including from investors or any regulatory authority), suits, claims, actions, losses, damages, penalties, costs, charges, expenses, notices, interest due to delay in refunding the amount and demands which may be made or initiated against the Company, by the Eligible Equity Shareholders for the Rights Equity Shares (including ASBA applicants), any holder of the securities issued or any third party as a consequence of any act or omission of or any failure, deficiency, negligence or error on the part of the Registrar any of its directors, officers, employees or agents in performing the Assignment under the Agreement Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the indemnified party for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services in connection with the Assignments. The Registrar shall further indemnify and refund all costs incurred by the Indemnified Parties, 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 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 Lead Manager and the Company due to error or omission committed solely by a party other the Registrar, and where the Registrar has not acted negligently or committed as act of wilful misconduct.

(ii) Irrespective of anything under this Agreement and as part of any document executed by and and/or between the Parties, the total liability of the Registrar shall not exceed the fees received by the Registrar under this Agreement.

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

29. In an event of default of any of the duties and responsibilities of the Registrar herein or any error in the services rendered by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to rectify such defaults and the Registrar shall be directly responsible for any liability arising out of such error or failure to deliver the services contemplated in this Agreement, The Registrar undertakes that in the event that is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three(3) working days upon being instructed by the Issuer, transfer all the documents in their possession including shares, to any other registrar/depositary as instructed by the Issuer and/or SEBI.

30. Any notice communication or documents to be given to the Parties may be given by personal delivery, registered/speed post, email. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by post on expiration of three (3) days after it has been delivered to the post office for onward dispatch and if given by email upon transmission thereof, Provided that, any notice etc., given by email shall be confirmed in writing. All notices to the Parties shall be addressed as under:

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If to the Company:

CONTINENTAL CONTROLS LIMITED
Plot No. A 356, Road No. 26, Wagle Industrial Estate,
MIDC, Thane (W), - 400604, Thane, Maharashtra, India, 400604
Contact Number: 022 4184 2289
Website: www.continentalcontrol.in
E-mail: compliance@continentalcontrol.in

If to the Registrar :

PURVA SHAREGISTRY (INDIA) PRIVATE LIMITED
Unit No. 9, Shiv Shakti Industrial Estate,
J. R. Boricha Marg, Near Lodha Excelus,
Lower Parel (E),
Mumbai – 400011
Maharashtra, India
Telephone : +91 22 4961 4132
E-mail : newissue@purvashare.com
Attention : Mr. Rajesh Shah, Director

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

31. The Registrar and the Issuer agree that non-compliance of any of the covenants contained herein by the Registrar shall be reported to the Lead Manager immediately and to SEBI within seven days, by the Company in consultation with the Lead Manager.
32. The Registrar may have to provide certain information regarding the Eligible Shareholders as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement. The Registrar agrees that the Company will be informed of such requisition notice and the Registrar shall seek the Company's approval before sharing any information.
33. 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. (ii) any dispute or difference arises between the Parties hereto as regards the validity and the interpretation of this Agreement and which is not settled within 15 days through negotiations, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Company, one by the Registrar and the two arbitrators so appointed will jointly appoint the third arbitrator). All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 as amended and shall be conducted in English. The Arbitration shall take place in Mumbai. Unless the arbitral tribunal directs otherwise, the Parties shall bear their respective costs in relation to the arbitral proceedings. The arbitral award shall state the reasons on which it is based. The

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arbitral award shall be final and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction.

34. The Agreement shall be governed by and construed in accordance with the laws of India, without reference to its confidant of laws and rules and with subject to the sole and exclusive jurisdiction if the courts of Mumbai, India.

35. Neither Party shall be entitled to assign any of its rights, duties, or obligations hereunder without the prior written consent of the other.

36. Unless terminated earlier in accordance with its terms, this agreement shall be valid until expiry of one year from the date of closing of the Issue, provided that Clauses 29 (*Events of Indemnity and Limitation of Liability*), 30 (*Default by the Registrar*), 32 (*Reporting of non-compliance by any party of any of the covenants to SEBI*), 33 (*Supply of information by the Registrar*), 34 (*Dispute Resolution*) and this Clause shall survive the termination of this Agreement, On expiry or termination of this Agreement, all documents, other information and data which are in the possession or custody of the Registrar shall be handed over to the Issuer within period of 15 days from date of termination.

37. If any provision(s) of this Agreement is held to be prohibited by or invalid under any Applicable Law or becomes inoperative as a result of a change in circumstances, such provision(s) shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement. The Registrar acknowledges and agrees that pandemic and any consequential restrictions/lockdown shall not be construed change in circumstances.

38. 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.

The signature forms an integral part of the Registrar Agreement executed by and between* CONTINENTAL CONTROLS LIMITED *and PURVA SHAREGISTRY (INDIA) PRIVATE LIMITED

IN WITNESS WHEREOF the Parties hereunto have set their hands on the date hereinabove written:

For and on behalf of **CONTINENTAL CONTROLS LIMITED**	For and on behalf of **PURVA SHAREGISTRY (INDIA) PRIVATE LIMITED**
Name: Rajnish Kumar Pandey Designation: Whole time Director	Name: Deepali Dhuri Designation: Compliance Officer
Witnessed by:	Witnessed by:
Name: Anushree Tekriwal	Name: Mahesh Mangla

Designation: CS	Designation:

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SCHEDULE I

Sr. No	ACTIVITIES	RESPONSIBILITY
I.	**PRE-ISSUE WORK**	
1	Finalisation of Bankers to Issue, List of branches, controlling and collecting branches.	Registrar/ issue in Consultation with the Lead Manager
2	Design of Application Form, Rights Entitlement Letter, Abridged Letter of offer, Plain Paper Application, Company schedule, pre-printed stationery.	Registrar Issue in consultation with the Lead Manager
3	Preparing and issuing detailed instruction on procedure of applications to collecting and controlling branches.	Registrar
5	Arranging, dispatch of application schedule for listing of applications to collecting and controlling branched.	Registrar
6	Placing of orders for and procuring pre-printed stationery.	Issue
7	Payment towards postage of Application Form & LOF	Issue
8	Creation of Rights Offer Master and Over Printing Rights Entitlement Letter.	Registrar
9	Obtaining the existing data on a magnetic media / other storage device for calculation of rights entitlement	Registrar
10	Crediting the Rights Entitlements (Res) in the special ISIN created for that purpose and taking necessary steps for cancelling /extinguished of the same at appropriate time Credit/transfer of Res demat account of physical shareholders who have provided demat account details Credit of Res in demat suspense account of a) Equity Shares held in a demat suspense account pursuant to Regulation 39 of the SEBI Listing Regulations; or (b) Equity Shares held in the account of IEPF authority; or (c) the demat accounts of the Eligible Shareholder which are unavailable with the Company or with the Registrar on the Record Date;	Registrar
11	Upload details of Res of shareholders on the Website	Registrar
II.	**ISSUE WORK:**	
1.	Printing and dispatch of Application Form/Letter of Offer/Abridged/LOF/Rights Entitlement Letter to Eligible Shareholders	Registrar
2.	Acceptance and processing of applications at designated collection centers in the manner prescribed under the SEBI Regulations	Registrar
3.	Obtaining details of REs as on issue closing date	Registrar
7.	Collection of daily figures from SCSBs Informing the SCSBs about errors, if any, in the bid details, along with an advice to send rectified data within specified date	Registrar
9.	Receiving and processing plain paper applications	Registrar
10.	Expediting dispatch of applications, final certificate to the controlling branches of e Bankers to the Issue / SCSBS.	Registrar
11.	Collection of applications along with final certificate and schedule pages from controlling branches of e Bankers to the Issue.	Registrar

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CONTINENTAL CONTROLS LIMITED THANE

12.	Informing Stock Exchanges/SEBI and providing necessary certificates to Lead Manager on closure of issue.	Registrar
13.	Scrutiny of application received from bankers to the Issue and verification of signature of renouncers.	Registrar
14.	Numbering of applications and Company schedules and batching them for control purposes.	Registrar
15.	Transcribing information from documents to magnetic media for computer processing.	Registrar
16.	Reconciliation of number of applications, securities applied and money received with final certificate received from Bankers to the Issue/SCSBs.	Registrar
17.	Identify and reject applications of technical faults/rejections and duplicate applications in accordance with the terms in the issue Documents.	Registrar
18.	Preparing statement for deciding Basis of Allotment by the Issuer in consultation with the Designated Stock Exchange.	Registrar
19.	Finalising Basis of Allotment for approval by the Designated Stock Exchange.	Registrar/ Issuer in consultation with the Lead Manager
20.	Seeking extensions of time from SEBI/Ministry of Finance (Stock Exchange Division), if Allotment cannot be made within stipulated time.	Issuer
21.	Allotment of shares on the formula devised by Stock Exchanges.	Registrar
22.	Obtaining certificate from auditors that the Allotment has been made as per the basis of Allotment.	Issuer
23.	Upload of shares into depository system of shareholders, holding/opting for dematerialized mode	Registrar/ Issuer
24.	Preparing list of Allottees and non-Allottees as per the Basis of Allotment approved by the designated stock exchange	Registrar
25.	Preparation of Allotment registers cum return statement, register of members, index register.	Registrar
26.	Printing / overprinting covering letters for refunding application money, printing/overprinting of Allotment letter cum refund order.	Registrar
27.	Printing postal journal for dispatching Allotment letters and refund orders by registered/speed post.	Registrar
28.	Preparation of distribution schedule / Shareholding Pattern for submission to Stock Exchanges.	Registrar
29.	Preparing register of member.	Registrar
30.	Binding of application forms, application schedule and computer outputs.	Registrar
31.	Payment of consolidated stamp duty on Allotment letters.	Issuer
32.	Issue of duplicate refund order.	Registrar
33.	Revalidation of refund orders.	Registrar
34.	Handling investor grievances received through phone, email, fax, letter or any other mode and ensuring settlement of all investor complaints	Registrar/Issuer
35.	Provision of dispatch confirmation certificate to the Issuer Lead Manager	Registrar

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36.	Providing all relevant reports for listing, trading, of Equity Shares within the timelines mentioned in the Issue Documents, in consultation with the Issuer and the Lead Manager	Registrar
37.	Finalising various post-Issue monitoring reports, along with relevant certificates/documents, in consultation with the Lead Manager and the Issuer, for submission to SEBI within the stipulated time	Registrar
38.	Issue of certificates and providing required details, for submission to SEBI/Stock Exchanges/auditors in relation to release of security deposit of the Issuer	Registrar
39.	Preparation of return of Allotment to be filed with the RoC and any other regulatory authority	Registrar

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

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SCHEDULE OF FEES

For all above activities the registrar's fees shall be Rs. 3,50,000/-.
Shares Escrow account opening and maintenance charges - Rs. 25,000/-.
For call money/forfeiture processing (if any), the registrar's fees shall be Rs. 1,75,000/- (each call).
E-mail sending charges Re. 1/- per folio subject to minimum Rs. 1,000/-.

Note:

1. The charges for processing and other common services include printing and submission of all corresponding registers/statements in requisite number of copies. Any extra statement/report will be billed separately.
2. Batch control cards, postage expenses, envelopes, binding charges, embossing charges towards binders, cost of collection of documents incurred by us on your behalf would be billed on actuals. Supporting bills will be provided wherever possible.
3. Out of pocket expenses for labour conveyance, travelling, telegrams/telephone/faxes, courier charges etc. shall be reimbursed on actuals. Bills will be provided, wherever possible.
4. If applicable, stamp duty on share certificates and other documents shall be payable on actuals. An advance against the estimates of these expenses shall be payable.
5. Purva shall endeavour to provide daily collection figures by telephoning various bank branches from Mumbai. However, due to limitations of the telephonic system, Purva also optionally provide a chain of collecting agents all over India. These agents perform the twin functions of collecting and informing us the daily collection figures during the issue, and expediting application collections after the issue. Usages of either service will rental a service charge to PURVA @ Rs. 100/- per bank branch for issue. In addition, out of pocket expenses such as telephone, telegram, fax, courier, conveyance and services charges to outstation collecting agents will be payable. Supporting bills will be provided wherever possible.
6. All computer pre-printed stationery such as covering letters, allotment letters, share certificates, register of members, envelopes etc. shall be supplied by Company. Alternatively, PURVA can arrange for the same on behalf of the Company.
7. All Continuous stationery & floppies, cartridges, compact discs used for the various outputs will be charged at actuals for indenting, storage, wastage and handling. An advance payment is payable against estimates.
8. All pre-printed stationeries supplied for printing will invoive a certain amount of wastage on handling, testing of alignment to applicable software etc. Such wastages will work out to approximately 3% of the total pre-printed stationery. However, an endeavour will be made to restrict the wastage to not more than 2% of the total printing involved.
9. Postage amount expenses are payable in advance against the estimates provided by PURVA.

PAYMENT TERMS:

1. Rs. 10,000/- payable in advance as on account payment before the issue opens. This amount will be adjusted against processing charges.
2. An advance is payable against the expenses mentioned in point no. 4 to 11 above. An estimate of postage and out of pocket expenses will be submitted for payment in advance. Out of pocket expenses incurred in connection with the issue will be charged as applicable and are payable in advance on estimated basis. Travel costs and incidentals are extra. Consolidated stamp duty and postal charges are payable in advance.
3. Bills for processing will be raised on finalisation of Basis of Allotment.

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

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OTHER TERMS AND CONDITIONS

1. All stationery, documentation, media and software developed by PURVA will remain the sole property of PURVA.
2. PURVA's total liability for the execution of this job (whether arising from contract negligence or whatsoever) is limited in respect of any one event or series of events to the actual loss or damage sustained subject to a maximum of 75% of the value of the billing for the services rendered and in any case not exceeding an amount of Rs. 3,50,000/-. In no event shall PURVA be held responsible and liable for special, indirect or consequential damages.
3. PURVA agrees to process clients data and also agrees that it will correct any errors attributable to PURVA's personnel and malfunctioning/failure of equipment's such as computers, provided they are brought to our notice within a period not exceeding 60 days from the time of furnishing of any outputs to the client.
4. PURVA shall not be held responsible and liable for failure of providing services specified in this quotation arising due to Force Majeure conditions such as acts of God, riots, *Bandhs* which are beyond the control of PURVA.
5. GST @18% will be applicable on our charges and same will be levied on you.
6. No octroi, Sales Tax, or other taxes are applicable on the services listed in this proposal as on date should, however, any such taxes be introduced or become leviable on the date of our invoice, these will be additionally charged to Company.

VALIDITY:

This proposal is valid for acceptance within 120 days from the date hereof.

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

CONTINENTAL CONTROLS LIMITED THANE

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FB 000262

जिल्हा कोषागार कार्यालय ठाणे

13 JUL 2026

मुद्रांक परुख लिपीक / लिपीक

This Stamp Paper From an Integral part of the Banker to the Issuer Agreement Dated october 8th, 2026 entered into by and between M/s Continental Controls Limited, ICICI Bank Limited and Purva sharegistry (India) private Limited.

M.A. Borse

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

CONTINENTAL CONTROLS LIMITED THANE

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ 86AB 499795

जिल्हा कोषागार ठाणे

जिल्हा कोषागार कार्यालय ठाणे

24 JUN 2026

वरिष्ठ प्रशासन लिपीक / लिपीक

This stamp paper from an Integral part of the Banker to the Issuer Agreement Dated October 8th, 2026 entered into by and between m/s Continental Controls Limited, ICICI Bank Limited and Purva Sharegistry (India) Privatedltd.

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

R+A sign with stamp

M.A. Borse

CONTINENTAL CONTROLS LIMITED THANE

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

BANKER TO THE ISSUE AGREEMENT

Dated 8th October 2026

BETWEEN

Continental Controls Limited

("Company")

AND

ICICI BANK LIMITED

(in its capacity as a "Banker to the Issue")

AND

Purva Sharegistry (India) Pvt Ltd

(in its capacity as a "Registrar")

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

CONTINENTAL CONTROLS LIMITED THANE

THIS Banker to the Issue, (**"Agreement"**), made on this 08 day of October, 2026 at Mumbai, by and among,

Continental Controls Limited ,a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office atPlot No. A 356/357, Road No. 26, Wagle Industrial Estate, MIDC,Thane (West) – 400604, 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 and permitted assigns), of the **FIRST PART**;

AND

ICICI BANK LIMITED, a banking company duly incorporated under the Companies Act (as defined herein below), and having its registered office at ICICI Bank Towers, Near Chakli Circle, Old Padra Road, Vadodara, Gujarat, 390 007 and for the purpose of this Agreement acting through its branch situated at Capital Markets Division, 5th floor, BackbayReclamation,Churchgate,Mumbai—400020 (hereinafter referred to as the "**Bank" or " Escrow Collection Bank" or "Banker to the Issue**", or "**Refund Bank**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **SECOND PART**;

AND

Purva Sharegistry (India) Pvt Ltd, a private limited company incorporated under the Companies Act and having its registered office atUnit no. 9, Shiv Shakti Ind. Estt, J.R. Boricha Marg, Lower Parel (E), Mumbai 400 011 (hereinafter referred to as the "Registrar", which expression shall, unless it be repugnant to the context or meaning thereof,bedeemed to mean and include its successors and permitted assigns) of theTHIRD PART.

The Company, Registrar and the Banker to the Issue are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS

A. The Company proposes to issue such number of fully paid-up equity shares of face value of Rs.-10/- each, on a rights basis to the existing equity shareholders of the Company as on the record date, ("**Rights Equity Shares**") aggregating up to Rs.19,66,80,190 (including premium) as determined by the board of directors of the Company ("**Board of Directors**") including any committee thereof), pursuant to the provisions of the Securities and Exchange Board of India, Regulations, 2018, as amended from time to time ("**SEBI Regulations**"), and other applicable statutory and / or regulatory requirements, (hereinafter referred to as the "**Issue**").

B. The Board of Directors have, *vide*a resolution passed at its meeting held on_15th July 2026,authorized the Issue to raise funds not exceeding Rs.20 Crore. , including premium, if any, as may be determined by the Board or the Rights Issue Committee constituted in this regard.

C. The Company has approached and appointed the Registrar **PURVA SHAREGISTRY (INDIA) PRIVATE LIMITED** as the Registrar to the Issue pursuant to and by way of an agreement dated 15th , July ' 2026 executed by and between the Company and the Registrar.

D. The Company has received in – principle approval from BSE Limited *vide* its letters dated 29th Sep,2026;and letter bearing reference number dated 29th Sep, 26.Having regard to the need to conclude the process of Allotment (as defined herein below) and listing of the Rights Equity Shares pursuant to the Issue, consistent regulatory requirements, it is required to appoint a banker to the Issue to deal with the various matters relating

to collection, appropriation and refund of monies, and other matters related thereto in relation to the Issue.

E. Accordingly, in order to enable the collection, appropriation and refund of monies in relation to the Issue and other matters related thereto, the Company, has agreed to appoint **ICICI Bank Limited** as the Banker to the Issue as per the terms set out in this Agreement.

F. In furtherance to the above and at the request of the Company, ICICI Bank Limited has agreed to act as a Banker to the Issue, in order to enable the completion of the Issue, and has also agreed to act as the Refund Banker in accordance with the process specified in the draft Letter of Offer and the Letter of Offer and subject to the terms and conditions of this Agreement;

G. The duties, responsibilities and liabilities of the Banker to the Issue mentioned in this Agreement shall be limited to the operation of Escrow Account(s)opened and maintained by the Bank in such capacity in accordance with this Agreement, the Letter of Offer/Abridged Letter of Offer and the SEBI (Bankers to an Issue) Regulations, 1994, as amended from time to time.

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

1 DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** Notwithstanding anything contained in this Agreement, in the case any liability/obligation and/or responsibility is placed on the Banker to the Issue and/or Refund Bank by a clause containing a capitalized term not defined in this Agreement, such a clause shall not be binding on the Banker to the Issue and/or Refund Bank. Capitalized terms used in this Agreement, unless the context otherwise requires, shall have the meanings ascribed to such terms below:

1.1.1 "**Affiliates**" with respect to any Party means: (a) any person that directly or indirectly through one or more intermediaries, controls or is controlled by or are under common control with such Party; (b) any person in which such Party has a significant influence or which has significant influence over such Party provided that significant influence over a person is the power to participate in the managerial, financial and operating policy decisions of the person but is less than control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediary, a 10% or higher interest in the voting power of the person are presumed to have a significant influence on the person; and/or (c) any holding company or subsidiary or joint venture of such Party. For the purposes of this definition, (i) the terms "holding company" and "subsidiary" have the meaning set forth in Section 2 of the Companies Act, 2013; (ii) "control" (including the terms "controlling", "controlled by" or "under common control with") shall have the same meaning ascribed to it under Regulation 2(e) of the SEBI (Substantial Acquisition and Takeover) Regulations, 2011; and (iii) the "Promoter" and "Promoter Group" as defined in the Letter of Offer, are deemed to be Affiliates of the Company;

1.1.2 "**Agreement**" shall have the meaning ascribed to such term in the preamble to this Agreement;

1.1.3 "**Allotment**" or "**Allotted**" shall mean the allotment of Rights Equity Shares to successful Applicants pursuant to the Issue;

1.1.4 "**Allotment Account**" shall mean the account opened with the Banker to the Issue, into which the Application Monies lying to the credit of the Escrow Accounts with respect to successful Applicants

will be transferred on the Transfer Date;

1.1.5 "**Applicants**" / "**Investors**" shall mean applicants who submit an Application for Allotment of Rights Equity Shares pursuant to the Issue;

1.1.6 "**Application**" shall refer to an application for allotment of the Rights Equity Shares in the Issue;

1.1.7 "**Application Money**" / "**Application Monies**" shall refer to the money received by the Banker to the Issue from the Applicants other than ASBA Applicants towards Applications for Allotment of Rights Equity Shares in the Issue;

1.1.8 "**Application Supported by Blocked Amount**"/ "**ASBA**" shall mean the application (whether physical or electronic) used by ASBA Investorsto make an application authorizing the SCSB to block the amount payable on application in ASBA Account;

1.1.9 "**ASBA Applicant**" / "**ASBA Investor**" shall mean Applicants who, are holding Equity Shares of the Company in dematerialized form as on the record date and have applied for their Rights Entitlements and/ or additional Equity Shares in dematerialized form; (a) Who have not renounced their Rights Entitlements in full or in part; (b) Who are not Renouncees; and (c) Who are applying through blocking of funds in a bank account maintained with SCSBs. All QIBs and other Investors whose application value exceeds Rs. 2 lakhscomplying with the above conditions can participate in this Issue through the ASBA process only. Resident shareholders eligible to apply in the Issue holding shares in dematerialized and physical form.

1.1.10 "**Banker to the Issue**" shall have the meaning given to such term in the preamble to this Agreement;

1.1.11 "**Banking Hours**" shall mean in respect of the Banker to the Issue, their official working hours in Mumbai i.e. 10.00 AM to 5.00 PM;

1.1.12 "**Basis of Allotment**" means the basis on which Allotments will be made by the Company, as detailed in the Letter of Offer;

1.1.13 "**BSE**" shall mean BSE Limited;

1.1.14 "**Business Day**" shall mean any day, other than 2nd and 4th Saturday and Sunday or public holidays, on which commercial banks are open for business in Mumbai;

1.1.15 "**CAF**" shall mean the composite application form used by an Applicant to make an application for Allotment of Rights Equity Shares in the Issue

1.1.16 "**Company**" shall have the meaning ascribed to such term in the preamble to this Agreement;

1.1.17 "**Companies Act**" shall mean the Companies Act, 1956, as amended and to the extent not repealed and the Companies Act, 2013;

1.1.18 "**Company Account**" shall mean the account designated by the Company wherein the Issue Amount in the Allotment Account will be transferred on the Transfer Date;

1.1.19 "**Designated Stock Exchange**" shall mean BSE/NSE

1.1.20 "**Eligible Shareholder**" shall mean a holder of Equity Shares, as on the record date;

1.1.21 "**Escrow Accounts**" shall mean the accounts established in accordance with Clause 2.2 of this Agreement;

1.1.22 "**Equity Shares**" shall mean the equity shares of the Company having face value of Rs. 10/- (Rupees only)

1.1.23 "**FEMA**" shall mean the Foreign Exchange Management Act, 1999, as amended, and the regulations framed hereunder;

1.1.24 "**FPI(s)**" shall mean a foreign portfolio investor who has been registered pursuant to the FPI Regulations provided that any FII or QFI who holds a valid certificate of registration shall be deemed to be a foreign portfolio investor till the expiry of the block of three years for which fees have been paid as per the FII Regulations;

1.1.25 "**Individuals**" shall mean all categories of persons who are individuals or natural persons (including Hindu Undivided Families acting through their Karta);

1.1.26 "**Issue**" shall have the meaning ascribed to such term in the preamble to this Agreement;

1.1.27 "**Issue Closing Date**" shall mean the date after which the Banker to the Issue and/or Registrar to the Issue and the SCSBs, in the case of ASBA Investors, will not accept any Applications for the Issue, as intimated by the company to the Banker to the Issue in the format as annexed hereto and marked as **Annexure B2**

1.1.28 "**Issue Opening Date**" shall mean the date on which the Banker to the Issue and/or Registrar to the Issue and the SCSBs, in the case of ASBA Investors, shall start accepting Applications for the Issue, as intimated by the company to the Banker to the Issue in the format as annexed hereto and marked as **Annexure B1**;

1.1.29 "**Letter of Offer**" shall mean the letter of offer to be filed with the Stock Exchange and SEBI;

1.1.30 "**NEFT**" shall mean National Electronic Fund Transfer in terms of the regulations and directions issued by the Reserve Bank of India or any regulatory or statutory body;

1.1.31 "**Non Institutional Investors**" shall have the meaning ascribed to such term in the SEBI Regulations;

1.1.32 "**NRI**" shall mean a person resident outside India, who is a citizen of India or a person of Indian origin and will have the same meaning as ascribed to such term in the Foreign Exchange Management (Deposit) Regulations, 2000, as amended;

1.1.33 "**QIB**" / "**Qualified Institutional Buyer(s)**" shall have the meaning ascribed to such term in the SEBI Regulations;

1.1.34 "**Refund Account**" shall mean the account opened with the Banker to the Issue from which refunds of the Surplus Amount shall be made and which shall be operated in accordance with the terms hereof;

1.1.35 "**Registrar**" shall have the meaning given to such term in the preamble to this Agreement;

1.1.36 "**Renouncees**" shall mean any person(s) who has/ have acquired Rights Entitlements from the Eligible Shareholders;

1.1.37 "**Retail Individual Investors**" shall have the meaning ascribed to such term in the SEBI Regulations;

1.1.38 "**Rights Entitlements**" shall mean the number of Rights Equity Shares that an Eligible Shareholder is entitled to, that is determined as a proportion to the number of Equity Shares held by such Eligible Shareholder on the record date;

1.1.39 "**Rights Issue Circulars**" shall collectively mean SEBI circular, bearing reference number SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020, bearing reference number SEBI/HO/CFD/CIR/CFD/DIL/67/2020 dated April 21, 2020, SEBI circular bearing reference number SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020, SEBI circular bearing reference number SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020, SEBI circular SEBI/HO/CFD/DIL1/CIR/P/2021/13 dated January 19, 2021 and SEBI circular bearing reference number SEBI/HO/CFD/DIL2/CIR/P/2021/552 dated April 22, 2021.;

1.1.40 "**Right Equity Shares**" shall have the meaning ascribed to it in Recital A of this Agreement;

1.1.41 "**ROC**" shall mean the Registrar of Companies, located at Tamil Nadu, Coimbatore having its office at No. 07, AGT Business Park, Phase II, 1st Floor, Civil Aerodrome Post, Avinashi Road, Coimbatore – 641 014, Tamil Nadu, India.

1.1.42 "**RTGS**" shall mean Real Time Gross Settlement;

1.1.43 "**Self-Certified Syndicate Bank**" or "**SCSB** shall mean a self-certified syndicate bank, registered with SEBI, which acts as a Banker to the Issue and which offers the facility of ASBA;

1.1.44 "**SEBI**" shall mean the Securities and Exchange Board of India;

1.1.45 "**SEBI Regulations**" shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time;

1.1.46 "**Stock Exchange**" shall mean BSE and NSE;

1.1.47 "**Surplus Amount**" shall mean such portion of the Application Money received pursuant to the Issue for which the Rights Equity Shares applied for are not Allotted;

1.1.48 "**Transfer Date**" shall mean the date on which the Issue Amount shall be transferred to the Allotment Account in accordance with the provisions of this Agreement, upon finalization of the Basis of Allotment, in consultation with the Designated Stock Exchange

1.2 Interpretation:

In this Agreement, unless the context otherwise requires:

1.2.1 words denoting the singular number shall include the plural and vice versa;

1.2.2 words denoting a person shall include an individual, corporation, company, partnership, trust or other

entity;

1.2.3 heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;

1.2.4 references to the word "include" or "including" shall be construed without limitation;

1.2.5 references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;

1.2.6 references to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or Permitted Assigns (as defined below);

1.2.7 a reference to an article, clause, section, paragraph or annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or annexure of this Agreement;

1.2.8 unless otherwise defined the reference to the word 'days' shall mean Calendar Days.

1.2.9 reference to any other statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be amended, modified or re-enacted.

1.2.10 capitalised terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Draft Letter of Offer/ Letter of Offer.

The Parties acknowledge and agree that the Annexures attached hereto form an integral part of this Agreement.

2 BANKER TO THE ISSUE, ALLOTMENT ACCOUNT, ESCROW ACCOUNTS AND REFUND ACCOUNT

2.1 The Banker to the Issue hereby agrees to act as such and to perform such function/duties and provide such services that a banker to an issue is generally expected to provide, in order to enable the completion of the Issue in accordance with the process specified in the Letter of Offer, applicable SEBI Regulations and any other applicable laws or regulations. The duties, responsibilities and liabilities of the Banker to the Issue mentioned in this Agreement shall be limited to its respective accounts opened and maintained for the Issue, which shall be in accordance with this Agreement, the SEBI Regulations, Rights Issue Circulars and other applicable laws and regulations. Provided that no provision of this Agreement will constitute any obligation on the part of the Banker to the Issue to comply with the applicable instructions prescribed under the SEBI Regulations in relation to any application money blocked under the ASBA process.

2.2 Simultaneously with the execution of this Agreement, the Banker to the Issue shall establish one or more "non interest bearing no-lien accounts" with themselves(hereinafter referred to as the "**Escrow Accounts**"). The Escrow Accounts shall be specified as follows:

2.2.1 The Banker to the Issue acknowledges and agrees that, in terms of SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011 and SEBI Rights Issue Circulars, Applications by QIBs, Non-Retail Individual Investors and Non-Institutional Investors, where such QIBs, Non-Retail Individual Investors and Non-Institutional Investors are not Renouncees, shall be made only through ASBA, the alternative application mechanism ona mandatory basis.

2.3 Simultaneously with the execution of this Agreement, the Company shall open and establish an Allotment

Account with the Banker to the Issue. The Allotment Account shall be designated as "**Continental Controls Limited – Rights Issue Allotment Account** (the "**Allotment Account**") ".

2.4 Simultaneously with the execution of this Agreement, the Banker to the Issue shall establish a Refund Account with itself. The Refund Account shall be designated as "**Continental Controls Limited – Rights Issue Refund Account** (the "**Refund Account**")".

2.5 The monies lying to the credit of the Escrow Accounts and the Refund Account shall be held by the Banker to the Issue, as the case may be, solely for the benefit of the Beneficiaries, determined in accordance with the terms of this Agreement.

2.6 The operation of the Escrow Accounts, Allotment Account and the Refund Account by the Banker to the Issue shall be strictly in accordance with the terms of this Agreement. The Escrow Accounts, Allotment Account and the Refund Account shall not have cheque drawing facilities and deposits into or withdrawals and transfers from such account shall be made strictly in accordance with this Agreement.

2.7 Banker to the Issue hereby agrees, confirms and declares that it does not have (and will not have) any beneficial interest in the amounts lying to the credit of the Escrow Accounts, and the Refund Account, respectively, and that such amounts shall be applied in accordance with the provisions of this Agreement, the SEBI Regulations and any instructions issued in terms thereof.

2.8 Banker to the Issue shall comply, with the terms of this Agreement, the SEBI Regulations, FEMA and all rules, regulations and guidelines issued thereunder and any other applicable law, rules, regulations or guidelines and all directives or instructions issued by SEBI or any other regulatory authority, the Company, and the Registrar, in connection with its responsibilities as an Banker to the Issue.

2.9 The Company shall execute all documents and provide further information as may be required by the Banker to the Issue for the establishment of the above Escrow Accounts, Refund Account and Allotment Account.

3 OPERATION OF THE ESCROW ACCOUNTS, REFUND ACCOUNT AND ALLOTMENT ACCOUNT.

3.1 Deposits into the Issue Accounts

3.1.1 The Rights Issue Bank(s) agree that, in terms of the SEBI ICDR Regulations, as amended, ASBA shall be mandatory for all investors participating in the Offer.

3.2 Withdrawals and / or Application of Amounts Credited to Escrow Accounts

The withdrawals and application of amounts credited to the Escrow Accounts shall be appropriated or refunded, as the case may be, on the happening of certain events and in the manner more particularly described herein below:

3.2.1 *Failure of the Issue*

(a) The Issue shall be deemed to have failed in the event of the occurrence of any of the following events:

(i) the Issue shall have become illegal or shall have been injuncted or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Issue;

(ii) the declaration of the intention of the Company to withdraw and / or cancel the Issue at any time after the Issue Opening Date but prior to the Transfer Date, subject to compliance with the provisions of the SEBI Regulations; and

(iii) non-receipt of minimum subscription shall be as disclosed in the Letter of Offer after considering the subscription by the Promoters and / or Promoter Groups of any unsubscribed portion in the Issue, immediately post the Issue Closing Date or any extended Issue Closing Date, if applicable.

(b) The Registrar shall, on the receipt of the relevant information from the Company regarding such event, intimate in writing to the Banker to the Issue in the manner as set forth in **Annexure G** with a copy to company of the occurrence of any event specified in Clause 3.2.1(a).

(c) On receipt of written intimation of the failure of the Issue from the Registrar, the Registrar shall, within 2 (two) Business Day following the reconciliation of accounts with the Banker to the Issue, provide to the Banker to the Issue and the Company a list of Beneficiaries and the amounts to be refunded to such Beneficiaries.

(d) The Registrar shall issue instructions to the Banker to the Issue, along with the the Company, in the manner set forth in **Annexure D** for transferring the monies standing to the credit of the allotment Accounts maintained with them to the Refund Account. Further, the Registrar, shall issue instructions as set forth in **Annexure E** for transferring the monies to the Beneficiaries.

(e) The Banker to the Issue to be ensure the transfer of any amounts standing to the credit of the Escrow Accounts to the Refund Account and subsequently to the Beneficiaries in accordance with the procedure set forth in the Letter of Offer on the same Business Day or within 1 (one) Business Day from the receipt of such instructions.

(f) The Banker to the Issue shall be discharged of all their legal obligations under this Agreement only if they have acted in a *bona-fide* manner and in good faith in accordance with the terms of this Agreement, applicable SEBI Regulations and any applicable law or regulation.

3.2.2 *Events other than failure of the Issue*

The amounts held in the Escrow Accounts shall be refunded by the Banker to the Issue, in accordance with the instructions and directions received from the Registrar and company, and in the manner set forth in **Annexure D** and Registrar shall issue instructions as set forth in **Annexure E** for transferring the monies to the beneficiaries, in the event that the listing of the Rights Equity Shares does not occur in the manner described in the Letter of Offer.

3.2.3 *Completion of the Issue*

(a) The company shall, after the filing of the Letter of Offer with the Designated Stock Exchange intimate in writing in the prescribed format (specified in **Annexure B1** and **Annexure B2** hereto), the Issue Opening Date and the Issue Closing Date to the Banker to the Issue and the Registrar, at least 1 (one) Business Days prior to such Issue Opening Date and Issue Closing Date respectively. In case the issue is extended by the Company, shall communicate such extension and new issue closing date in before the original Issue Closing Date.

(b) On the finalization of the Basis of Allotment, as approved by the Designated Stock Exchange, (a) the Company shall, in writing in the prescribed format (specified in **Annexure A** hereto), intimate to the Banker to the Issue the Company Account to which the Issue Amount lying to the credit of the Allotment Account with respect to successful Applicants, need to be transferred to and such intimation shall be provided either on or immediately prior to the Transfer Date. All application monies blocked under the ASBA process shall also get credited to the Allotment Account.

(c) The Banker to the Issue, on the Transfer Date, upon receipt of the details from the Company relating to the transfer to be made to the Allotment Account and the Refund Account, shall transfer, within Banking Hours, the Application Monies and the Surplus Amount, i.e. amounts liable to be refunded in accordance with the applicable statutory and/or regulatory requirements, to the Refund Account. The Surplus Amount shall be refunded by the Company to the Applicants in accordance with the terms set forth in the Letter of Offer/Abridged Letter of Offer. Further, the Registrar, shall issue instructions as set forth in **Annexure E** fortransferring the monies to the Beneficiaries. The Banker to the Issue acknowledges that in accordance with the SEBI Circular bearing number SEBI/HO/CFD/DIL2/CIR/P/2021/552 dated April 22, 2021.,

3.2.4 *Refunds*

(a) The Registrar shall within 2 (two) Calendar Days of the date of approval of the Basis of Allotment by the Designated Stock Exchange over-print the refund warrants and dispatch the same to the respective Beneficiaries. In accordance with the SEBI Circular bearing number SEBI/HO/CFD/DIL2/CIR/P/2021/552 dated April 22, 2021. Notwithstanding the above, the entire process of dispatch of refund warrants / refunds through electronic clearance shall be completed within time prescribed by SEBI and Stock Exchanges in this regard. Subject to the provisions of this Agreement, it is agreed that in the event the Bank does not comply with the refund instructions issued by the Registrar, the Bank shall, subject to applicable statutory/regulatory requirements including the requirements of the SEBI ICDR Regulations, stand absolved of all or any other liability that may arise due to such non-compliance with the refund instructions issued by the Registrar.

(b) The refunds pertaining to amounts in the Refund Account shall be made to the respective Applicants in the following manner:

(i) **NEFT** – Payment of refund shall be undertaken through NEFT wherever the Investors' bank has been assigned the Indian Financial System Code (IFSC), which can be linked to a MICR, allotted to that particular bank branch. IFSC Code will be obtained from the website of RBI as on a date immediately prior to the date of payment of refund, duly mapped with MICR numbers. Wherever the Investors have registered their nine digit MICR number and their bank account number with

the Registrar or with the depository participant while opening and operating the demat account, the same will be duly mapped with the IFSC Code of that particular bank branch and the payment of refund will be made to the Investors through this method.

(ii) **RTGS** – If the refund amount exceeds Rs.200,000(rupees two lakh only), the Investors have the option to receive refund through RTGS. Such eligible Investors who indicate their preference to receive refund through RTGS are required to provide the IFSC code in the CAF. In the event the same is not provided, refund shall be made through NACH or any other eligible mode. Charges, if any, levied by the Investor's bank receiving the credit would be borne by the Investor.

(iii) **Direct Credit – Investors** having bank accounts with the Banker to the Issue shall be eligible to receive **refunds** through direct credit. Charges, if any, levied by the relevant bank(s) for the same would be borne by the issuer.

(iv) For all other Investors, the refund orders will be dispatched through speed post/ registered post. Such **refunds** will be made by cheques or demand drafts drawn in favour of the sole/ first Investor and **payable** at par.

Credit of refunds to Investors in any other electronic manner permissible under the banking laws, which are in **force** and are permitted by the SEBI from time to time.

(c) Online validation, if available, at the point of payment by the Banker to the Issue is subject to the Company ensuring that the Registrar provides complete master lists, ("**Masters**"), to the Banker to the Issue, in the format specified by the Banker to the Issue.

(d) All refunds under this Agreement shall be payable by the Banker to the Issue. The Banker to the Issue reserves the right to return refund warrants unpaid, if they are not mentioned in the Masters provided by the Registrar, or in case of any mismatch in any of the fields when compared for validation with the Masters.

(e) The Banker to the Issue shall not be responsible for any claim by any Beneficiary, the Company, or any other person for fraudulent encashment through pilferage, alteration, forgery, duplication, or presentment through wrong bank, provided the Banker to the Issue has acted in good faith.

(f) The Banker to the Issue shall comply with the terms of this Agreement, applicable SEBI Regulations, FEMA and any other applicable statutory and/or regulatory requirements, and all directives or instructions issued by the Registrar, in connection with its responsibilities as a Banker to the Issue.

(g) Amounts shall only be withdrawn from the Escrow Accounts to the extent such withdrawal does not cause any of the Escrow Accounts to have a negative balance and the Banker to the Issue shall not incur any liability whatsoever for any non-distribution in such circumstance.

3.2.5 *Allotment Account*

(a) Allotment Account shall be operated as per the written instructions of the Company and the

Registrar.

(b) The Banker to the Issue shall on receipt of written instructions from the Registrar and the Company, transfer the funds lying to the credit of the Allotment Account instructed as per **Annexure F** to the Company's Account, on the same Business Day or within 1 (one) Business Day upon receipt of instructions enclosed with listing and trading approval.

(c) The Company agrees to retain requisite amount towards preliminary Issue expenses, including, without limitation management fees, advisory fees, underwriting fees, and other issue expenses payable by the Company, in the relevant Allotment Accounts until such time as the Registrar and Company instructs the Bankers to the Issue, as per **Annexure F.**

(d)The Registrar and Company shall, following the receipt of the listing and trading approvals, provide the Bankers to the Issue, in the prescribed form (**Annexure F** hereto), instructions stating the details of the payment towards the amount representing the Issue related expenses payable by the Company to various intermediaries (as applicable).

3.3 Closure of the Escrow Accounts, Refund Account and Allotment Account

3.3.1 The Banker to the Issue shall take necessary steps to ensure closure of the Escrow Accounts once all monies are transferred into the Allotment Account and the Refund Account, as the case may be and after receiving account closure letter from the company and registrar, in accordance with the terms of this Agreement.

The Bankers to the Issue shall take the steps necessary to ensure closure of the Refund Account promptly after all monies in the Refund Account are transferred and after receiving account closure letter from the company and registrar in the prescribed form (**Annexure H**) in accordance with the terms of this Agreement.

The Company and the Banker to the Issue shall take the steps necessary to ensure closure of the Allotment Account promptly after all monies in the Allotment Account are transferred and after receiving account closure letter from the company and registrar in the prescribed form (**Annexure H**)in accordance with the terms of this Agreement.

3.3.2 The Banker to the Issue, in relation to the Escrow Account or Refund Account, as applicable, shall act upon any written instructions of the Registrarin relation to amounts to be transferred and/or refunded from the Escrow Accounts or in relation to amounts to be transferred and/or refunded from the Refund Account prior to listing approvals or otherwise. The Banker to the Issue shall act promptly on the receipt of such information/instruction within the time periods specified in this Agreement. The Banker to the Issue shall stand discharged of all their legal obligations under this Agreement only if they have acted in accordance with the terms of this Agreement, the SEBI Regulations and any law or regulation that may be applicable to a transaction of this nature.

4 DUTIES OF THE REGISTRAR

4.1 The Parties hereto agree that the duties and responsibilities of the Registrar, shall include, without limitation, the following and the Registrar shall at all times carry out its obligations hereunder diligently and in good faith.

4.2 The Registrar shall maintain accurately at all times the physical and electronic records relating to the Issue and the CAF and Applications on plain paper received from the Banker to the Issue including, without limitation, the following:

4.2.1 the applications received from the Banker to the Issue and all information incidental thereto in respect of the Issue and tally the same with the schedule provided by the Banker to the Issue. In accordance with grounds for technical rejection, in case of any discrepancy between the amount paid and payable, the application will be rejected.

4.2.2 particulars relating to the allocation / allotment of the Rights Equity Shares for the Issue;

4.2.3 particulars relating to the monies to be transferred to the Allotment Account, and the refunds to be made to the Applicants in accordance with the terms of this Agreement, the Letter of Offer, the SEBI Regulations, SEBI Rights Issue Circulars and the Companies Act;

4.2.4 particulars of various pre-printed and other stationery supported by reconciliation of cancelled/ spoilt stationery;

4.2.5 particulars of multiple Applications submitted by ASBA Applicants (determined on the basis of common PAN) and rejected by the Registrar;

4.2.6 particulars of files in case of refunds to be sent by electronic mode, such as NACH/ NEFT/ RTGS, *etc.*; and

4.2.7 particulars relating to, or on, the refund warrants dispatched to Applicants.

4.3 The Registrar shall ensure that all application forms including plain paper applications received directly by it shall be banked immediately or the very next Business Day and in no event later than Issue Closing Date or such extended Issue Closing Date.

4.4 The Registrar shall provide in a timely manner, including as required under the SEBI Regulations, all accurate information to be provided by it under this Agreement, to ensure approval of the Basis of Allotment by the Designated Stock Exchange, Allotment of the Rights Equity Shares and dispatch of refund warrants without delay, including providing the Banker to the Issue with the details of the monies and any Surplus Amount required to be refunded to the Applicants, all within 1 (one) Business Day from approval of the Basis of Allotment or within 10 (ten) Business Days from the Issue Closing Date, whichever is earlier and extend all support in obtaining the final trading and listing approval of the Rights Equity Shares within 2 (two) Business Days from the approval of the Basis of Allotment by the Designated Stock Exchange. In accordance with the SEBI Circular bearing number SEBI/HO/CFD/DIL2/CIR/P/2021/552 dated April 22, 2021, in case of Applications made through theASBA, refunds, if any for un-allotted or partially allotted applications shall be completed on or before T+1 day (T being the date of finalisation of Basis of Allotment).

4.5 The Registrar shall be solely responsible and liable for any delays in supplying accurate information or for supplying Applicants with false / misleading information or processing refunds or for the misuse of refund instructions or for failure to perform its duties and responsibilities as set out in this Agreement and shall keep other Parties hereto indemnified against any costs, charges and expenses or losses resulting from such delay or default in relation to any claim, demand suit or other proceeding instituted by any Applicant or any other party or any fine or penalty imposed by SEBI or any other regulatory authority provided however, that the Registrar shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement.

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4.6 The Registrar shall be solely responsible for the correctness and the validity of the information relating to any refunds required to be made that has been provided by the Registrar to the Banker to the Issue. The Registrar shall ensure that, in case of issuance of any duplicate warrant for any reason, including defacement, change in bank details, tearing of warrant or loss of warrant, it will convey the details of such new warrant immediately to Banker to the Issue and in any event before such warrant is presented to it for payment, failing which the Registrar shall be responsible for any losses, costs, damages and expenses that the Banker to the Issue may suffer as a result of dishonour of such warrant or payment of duplicate warrants. The Registrar shall also ensure that the refund bank details are printed on each refund warrant as per SEBI Regulations. The Registrar shall be responsible for addressing all investor complaints or grievances relating to the Issue.

4.7 The Registrar shall use its best efforts while processing all applications to separate the eligible applications from ineligible applications, i.e., applications which are capable of being rejected on any of the technical or other grounds as stated in the Letter of Offer; or for any other reasons that comes to the knowledge of the Registrar.

4.8 The Registrar shall act in accordance with the instructions of the Company and the Registrar, the Banker to the Issue and applicable provisions of SEBI Regulations and other applicable laws and regulations. In the event of any conflict in the instructions provided to the Registrar, it shall seek clarifications from the Company and comply with the instructions of the Company given in consultation with the Registrar.

4.9 The Registrar shall be solely responsible for accurate uploading of files for credit of the Rights Equity Shares into the demat accounts of successful Applicants based on the approved Basis of Allotment by the Designated Stock Exchange.

4.10 The Registrar shall be solely responsible and liable for any losses to other parties caused by, arising out of, or resulting from or in connection with any failure to perform its duties and responsibilities as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Issue, including, without limitation, any loss that Banker to the Issue may suffer, incur or bear, directly or indirectly, as a result of the imposition of any penalty caused by, arising out of, resulting from or in connection with any failure by the Registrar to act on the returned NACH/RTGS/direct credit cases instructions within 3 (three) Business Day of receipt of intimation in this regard from the Banker to the Issue concerned, including, without limitation, any fine or penalty imposed by SEBI or any other regulatory authority or court of law.

4.11 Without prejudice to the generality of the foregoing, the Registrar shall be responsible for:

4.11.1 any delay, default or failure by the Registrar in performing its duties and responsibilities under this Agreement, including, without limitation, against any notice issued, fine imposed or investigation undertaken by SEBI or any other regulatory authority, provided however that the Registrar shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement; and

4.11.2 any failure by the Registrar in acting on the returned NACH/RTGS/Direct credit cases Instructions, including, without limitation, against any fine or penalty imposed by SEBI or any other regulatory authority or court of law provided however, that the Registrar shall not be responsible for failure in complying with returned NACH/RTGS/Direct credit cases Instructions resulting from failure of Escrow /Banker to the Issue in furnishing details to the Registrar within 48 hours of Escrow /Banker to the Issue obtaining the said details from Reserve Bank of India;

4.11.3 the processing of the returned NACH/RTGS/Direct credit cases Instructions by Escrow /Banker to the Issue;

4.11.4 failure by Registrar to substantially perform any obligation imposed on it under this Agreement or otherwise;

4.11.5 misuse of refund instructions;

4.11.6 rejection due to incorrect bank/branch, account details, and non-furnishing of information of the Applicant available with Registrar;

4.11.7 prompt and accurate uploading of Applications to ensure the credit of Rights Equity Shares into the relevant dematerialized accounts of the successful Applicants based on the approved basis of Allotment by the Designated Stock Exchange; and/or

4.11.8 any delay/error attributable to the Registrar for returned NACH/RTGS/Direct credit cases/Instructions are given by Collecting/Banker to the Issue through RTGS/NACH;

which may result in a claim, action, cause of action, suit, lawsuit, demand, damage, cost, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) against the Banker to the Issue or any other Parties.

The Registrar shall indemnify and fully hold harmless the other Parties hereto against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure by the Registrar in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority, provided, however, that the Registrar shall not be responsible for any of the foregoing resulting from the gross negligence or wilful default of any other Party in performing its duties under this Agreement.

4.12 The Registrar shall be solely responsible for providing to the Banker to the Issue the complete details of all refund orders prior to dispatch of the same immediately on finalization of Basis of Allotment.

4.13 The Registrar shall ensure the collection of the paid refund orders daily from the respective Banker to the Issue and shall arrange to reconcile the accounts with the Master at its own cost. The final reconciliation of the refund order account with the paid and unpaid refund orders will be completed by the Registrar within 120 days from the final validity date of the refund orders.

4.14 The Registrar shall solely be responsible for the custody, security and reconciliation of all the refund orders and the related stationery documents and writings.

4.15 The Registrar shall print refund orders as per the specifications for printing of payment instruments as prescribed by Banker to the Issue which shall be in the form and manner as prescribed by regulatory authorities and the Registrar shall not raise any objection in respect of the same.

4.16 The Registrar agrees that, upon expiry/termination of this Agreement, it shall (i) immediately destroy or deliver to the Banker to the Issue, without retaining any copies in either case, all property of the Banker to the Issue and materials related to the refund orders, including all documents and any/all data which is in the possession/custody/control of the Registrar, and (ii) confirm in writing to the Banker to the Issue that it has duly destroyed and/or returned all such property and materials in accordance with this Clause 4.16 of this Agreement.

4.17 The Registrar will not revalidate the expired refund orders. Instead, a list of such refund orders will be provided to the Banker to the Issue who will arrange to issue a banker's cheque/demand draft. All unused and destroyed/mutilated/cancelled stationery should be returned to the Banker to the Issue within 10 (ten) days from the date of the refund warrant; The Registrar will adhere to any instructions provided by the Banker to the Issue to prevent fraudulent encashment of the refund warrants (including without limitation, printing of Bank mandates on refund orders not leaving any blank spaces on instruments). Provided however, in the absence of a mandate or instruction from the Banker to the Issue, the Registrar shall follow the address and particulars given in the CAF or as provided by Investor otherwise

5 DUTIES AND RESPONSIBILITIES OF THE BANKER TO THE ISSUE ESCROW COLLETION BANK AND REFUND BANK

5.1 No provision of this Agreement will constitute any obligation on the part of the Banker to the Issue maintaining the Escrow Accounts to comply with the applicable instructions prescribed under the SEBI Regulations in relation to any application money blocked under the ASBA process. The Parties hereto agree that the duties and responsibilities of the Banker to the Issue shall include, *inter-alia*, the following:

5.1.1 The Banker to the Issue shall at all times carry out their obligations hereunder diligently, in good faith and in accordance with the terms of this Agreement;

5.1.2 The Banker to the Issue shall not accept any CAFs at any time after issue closure, but excluding, the Issue Closing Date, unless advised to the contrary by the Registrar. Provided that notwithstanding anything contained herein, the persons belonging to the Promoter and/or Promoter Group, and/ or some other investor, may apply for any unsubscribed portion of the Issue, as determined immediately post the Issue Closing Date, and shall deposit the consideration towards such unsubscribed portion in the Escrow Accounts post the Issue Closing Date;

5.1.3 The Banker to the Issue shall promptly, and no later than 2 (two) Business Day from receipt, forward all CAFs to the Registrar, provided however the last lot of CAFs shall be forwarded to the Registrar within 1 (one) Business Day of the Issue Closing Date;

5.1.4 Further, on the Transfer Date, the Banker to the Issue shall transfer the Surplus Amount to the Refund Account. The Banker to the Issue shall continue to hold these monies in trust for and on behalf of the Applicant until the refund instructions are given by the Registrar jointly, and shall make the payment of such amounts in accordance with the Letter of Offer, within 2 (two) Business Days of receipt of such instructions In case of Applications made through the ASBA facility, refunds, if any for un-allotted or partially allotted applications shall be completed on or instruction provided by the registrar.The Banker to the Issue shall continue to hold allotment monies, in Allotment Account, in trust for and on behalf of the Company until the written instructions are given by the Company and the Registrarjointly, and shall make the payment of such amounts within 1 (one) Business Day of receipt of such instructions;

5.1.5 In the event of the failure of the Issue, the Banker to the Issue shall make payments in accordance with Clause 3.2.1of this Agreement;

5.1.6 The Banker to the Issue and, where applicable, the Banker to the Issue shall cooperate with each Party in addressing investor complaints and in particular, with reference to steps taken to redress investor complaints relating to refunds.

5.2 Save and except for the terms and conditions of this Agreement, the Banker to the Issue shall not be bound by the provisions of any other agreement or arrangement among the other Parties to this Agreement to which

they are not a party.

5.3 The Banker to the Issue will be entitled to act on instructions received from the Registrar, as applicable and as the case may be, through facsimile and/ or email.

5.4 The Banker to the Issue shall not be deemed to be fiduciary or a trustee or have any obligations of a fiduciary or a trustee under the terms of this Agreement.

5.5 The Banker to the Issue shall be entitled to rely and act upon the facsimile and/ or email instructions received from the Registrar and presume that any person sending a facsimile on behalf of the Registrar is duly authorized to do so, and that any instructions contained in such facsimile or emailare genuine. The Banker to the Issue is under no obligation to verify the authenticity of any instructions received under this Agreement and obliged to reply upon the instructions on 'as it is' basis.

5.6 The Banker to the Issue shall stand fully discharged of all legal obligations under this Agreement, if they have acted bona fide and in good faith, in pursuance of the written instructions (including facsimile instructions) of, or information provided by, the Registrar, as the case may be. The Banker to the Issue shall act promptly on the receipt of such instructions or information, within the time periods specified in this Agreement provided that the instructions are not ambiguous or incompleteor which in its opinion conflict with any of the provisions of this Agreement in which case it shall be entitled to refrain from taking any action. The Banker to the Issue shall not in any case whatsoever use the amounts held in the Escrow Accounts or the Refund Account.

5.7 The responsibility of the Banker to the Issue to release the amount lying in the Escrow Accounts under this Agreement shall not be affected, varied or prevented by any underlying dispute between the other Parties pending before any government authority, including SEBI and the courts of competent jurisdiction in India, unless there is a specific order from such government authority, including SEBI and the courts of competent jurisdiction in India, to that effect and the same has come to the knowledge of the Banker to the Issue.

5.8 The Banker to the Issue shall take necessary steps to ensure closure of the Escrow Accounts once all monies are transferred into the Company Account and the Refund Account, and after receiving written instruction from company and registrar as the case maybe.

5.9 Any act to be done by the Banker to the Issue shall be required to be done only on a Business Day, during usual banking Business Hours and in the event that any day on which the Banker to the Issueis required to do an act under the terms of the Agreement, is a day on which banking business is not, or cannot for any reason be, conducted, then the Banker to the Issue shall be entitled to do those acts on the next succeeding Business Day.

5.10 It is clarified that the Banker to the Issueis not concerned with, is not put to notice of, and shall not be deemed to be put to notice (express, implied, constructive or otherwise) of, any agreement / arrangement that has or may have been entered into and executed between any Parties (including the Acquirers), other than those that the Banker to the Issue has executed. The Parties agree that in the event of a conflict between this Agreement and any other agreement / arrangement in relation to the Issue, the provisions of this Agreement shall prevail with regard to the Banker to the Issue. The Banker to the Issue shall have no other obligations or duties other than those expressly set out in this Agreement.

5.11 All the Parties to this Agreement agree that the Banker to the Issue shall not be liable for any action or for the performance of its duties done in good faith as specified herein. No implied duties shall be read into the

Agreement herein contained against the Banker to the Issueand the Banker to the Issue shall not be bound to act in any manner not expressly provided herein, or to act on any instructions that are in conflict with the provisions of this Agreement.

5.12 The Banker to the Issue undertakes to perform only such duties as are expressly set forth herein. The Banker to the Issue is neither aware of the contents of nor is a party to any other agreement executed between the other Parties to this Agreement.

5.13 The Banker to the Issue shall have no liability or duty to inquire as to the provisions of any agreement other than this Agreement. The Banker to the Issue may rely upon and shall not be liable for acting or refraining from acting upon any written instructions believed by it to be genuine. The Banker to the Issue shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document or any document purported to have been signed by or on behalf of the other Parties.

5.14 The Banker to the Issue will not be required to institute or defend any action involving any matters referred to herein or which affect it or its duties or liabilities hereunder. The Banker to the Issue shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of its counsels, accountants or other skilled persons.In the event that the Banker to the Issue shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and inform the Registrar to the Offer and seek further advice on such issue, if any.

5.15 The Banker to the Issue shall have no liability towards either of the said Parties for any loss or damage that the other Parties hereto may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof, In no event shall the Banker to the Issue be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Banker to the Issue' reasonable control or for indirect, special or consequential damages.

5.16 It is expressly agreed by and between the Parties hereto that the Company shall bear and pay upfront all the costs, charges and expenses including the fees of the Banker to the Issue' advocate/s that may be incurred by the Banker to the Issue on account of any litigation arising out of or in connection with this Agreement and the Banker to the Issue shall not be required or liable to bear or pay any such costs and expenses,In the event the Banker to the Issue, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of Banker to the Issue' advocate/s), the same shall be reimbursed by the Company to Banker to the Issue immediately upon demand from the Banker to the Issue.

5.17 Notwithstanding anything contained in this Agreement, the Escrow Collection Bank/ Refund Bankshall not be obligated to make any transfer of funds under this Agreement, unless the requisite documents, as required by applicable law for such transfer of funds are submitted to the Escrow Collection Bank /Refund Bank/ to its satisfaction.

6 DUTIES AND RESPONSIBILITIES OF THE COMPANY

6.1 The Parties hereto agree that the duties of the Company shall be as set out below:

The Company shall use their appropriate rights and powers under the agreement among the Company and the Registrar **Purva Sharegistry (India) Pvt. Ltd.**

6.1.1 15th July'2026 dated to ensure that the Registrar instructs the Bankers to the Issue of the details of the refunds to be made to the Applicants in writing;

6.1.2 The Company shall ensure that the Registrar in respect of any Surplus Amount instructs the Bankers to the Issue to refund such amounts to the Applicants in writing; and

6.1.3 The Company shall make best efforts to ensure that the Registrar addresses all investor complaints or grievances arising out of any application.

6.2 The Company shall comply with the terms of this Agreement, the Letter of Offer, the SEBI ICDR Regulations, FEMA and all rules, regulations and guidelines issued thereunder and any other applicable law, rules, regulations or guidelines and all directives or instructions issued by SEBI or any other regulatory authority in connection with the Issue. The Company shall be responsible and liable for any failure on its part to perform duties as set out in this Agreement.

6.3 The Company shall provide all the details as required and necessary for opening and operating the Escrow Accounts

6.4 The Company shall on issuing instructions to the Registrar in accordance with Clause 6.1 above, be fully discharged of theirduties and responsibilities under Clause 6.1 above.

7 TIME IS OF THE ESSENCE

The Parties hereto agree that time shall be of the essence in respect of the performance by each of the Company, Registrar, the Banker to the Issue and the Registrar of their respective duties, obligations and responsibilities under or pursuant to this Agreement.

8 REPRESENTATIONS AND WARRANTIES

8.1 The Company hereby warrants and undertakes that:

8.1.1 this Agreement constitutes a valid, legal and binding obligation of the Company and is enforceable against the Company in accordance with the terms hereof;

8.1.2 the execution and delivery of this Agreement by the Company has been duly authorized and will not contravene any provisions of, or constitute a default under, any other agreement or instrument to which the Company is a party; and

8.1.3 no charge, security interest or other encumbrance shall be created or exist over the Escrow Accounts, the Refund Account and the Allotment Account or the monies deposited therein,

8.1.4 the Company hereby agrees and confirms that Company is not prohibited from accessing the capital market under any order or directions issued by SEBI.

8.1.5 the Company hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, the SEBI ICDR Regulations and other relevant statutes to enable it to make the Issue.

8.1.6 the Company shall take steps and get the necessary approvals, statutory or otherwise for the proposed Issue;

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH
PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI
CONTINENTAL CONTROLS LIMITED THANE

8.1.7 the Company confirms that it entered into an agreement with depository for dematerialization of Rights Equity Shares proposed to be issued and shall issue Rights Equity Shares in dematerialized form only without givinganoption to its shareholders/subscribers/investors to hold the securities offered in this Issue in physical form.

8.1.8 the Company unconditionally undertakes to provide all material help and access to its documents in order to enable the Escrow Collection Bank / Refund Bank to give effect to the rules / regulations of the aforesaid authorities.

8.1.9 the Company agrees that the Escrow Collection Bank shall be entitled to identify its branches for the collection of application money, in conformity with the guidelines issued by SEBI from time to time.

8.2 The Banker to the Issue undertake and covenant that:

8.2.1 this Agreement constitutes a valid, legal, and binding obligation on their part, enforceable against it in accordance with the terms hereof;

8.2.2 the execution and delivery of this Agreement has been duly authorized and will not contravene any provisions of, or constitute a default under, any other agreement or instrument to which it is a party; and

8.2.3 no charge, security, interest or other encumbrance shall be created or exist over the Account(s), or the monies deposited therein.

8.2.4 The Banker to the Issue shall not collect application moneys in cash

8.3 The Bankers to the Issue represent, warrant, undertake and covenant to the Company that SEBI has granted such Banker to the Issue a certificate of registration to act as Bankers to the Issue in accordance with the SEBI (Bankers to the Issue) Regulation, 1994 as amended, and such certificate is, and until completion of this Issue, will be, valid and the Bankers to the Issue would be entitled to carry on business as Bankers to the Issue, until such period under all applicable laws.

8.4 No disciplinary or other proceedings have been commenced against it by SEBI which will affect the performance of its obligations under this agreement and that it is not debarred or suspended from carrying on any activities by SEBIsuch that such debarment or suspension will affect the performance of its obligations under this Agreement. That it shall abide by as far as applicable to this agreementthe SEBI Regulations, as amended, the stock exchange regulations, code of conduct stipulated in the SEBI (Banker to an Issue) Regulations, 1994 and the terms and conditions of this agreement.

8.5 The Bankers to the Issue further represent and warrant to the Company that it has the necessary competence, facilities and infrastructure to act as Bankers to the Issue and discharge its duties and obligation under this Agreement.

9 TERM AND TERMINATION

9.1 Term

9.1.1 Subject to the termination of this Agreement in accordance with Clause 10.2 of this Agreement, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Banker to the Issue, in the following circumstances:

9.1.1.1 In case of the completion of the Issue, when the amounts from the Escrow Accounts are transferred to the Allotment Account, and the Surplus Amounts are transferred to the Refund Account, notwithstanding the termination of this Agreement, (i) the Banker to the Issue in co-ordination with the Registrar shall complete the reconciliation of accounts; and (ii) the Banker to the Issue shall be liable to discharge their duties as specified under this Agreement.

9.1.1.2 In case of failure of the Issue, when the amounts in the Escrow Accounts are transferred to the Refund Account in accordance with the terms of this Agreement, applicable SEBI Regulations, SEBI Circular bearing number SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and other applicable laws and regulations.

9.2 Termination

9.2.1 Without prejudice to the provisions of Clause 14 below, this Agreement may be terminated by the Company in consultation with the Registrar, in the event of grossnegligence,orwilfuldefault on the part of the Banker to the Issue. Such termination shall be operative only in the event that the Company simultaneously appoints substitute banker to the issue of equivalent standing, and the new banker to the issue shall agree to terms, conditions and obligations similar to the provisions hereof. The Banker to the Issue shall continue to be liable for all actions or omissions prior to such termination and the duties and obligations contained herein till the appointment of substitute banker to the issue and the transfer of the Issue Amounts or other monies lying to the credit of the Escrow Accounts to the credit of the substitute banker to the issue and thereafter the concerned Banker to the Issue shall stand discharged/released from all its obligations under this Agreement. Such termination shall be given effectby issuing a prior written notice of not less than 15 (fifteen) days to the Banker to the Issues, and shall come into effect only on the transfer of the amounts standing to the credit of the Escrow Accounts to the substituted Banker to the Issues. The substitute banker to the issue shall enter into an agreement substantially in the form of this Agreement with the Company, and the Registrar. For the avoidance of doubt, under no circumstances, shall the Company be entitled to the receipt of or benefit of the amounts lying in the Escrow Accounts. The Company in consultation with the Registrarmay appoint a new banker to the issue or designate one of the existing Banker to the Issue as a substitute for a retiring Banker to the Issue.

9.2.2 The Banker to the Issue in its respective capacity shall be entitled to resign from their respective obligations under this Agreement in respect of itself. Such termination/ resignation shall be given effectby issuing a prior written notice to all the other Parties of not less than 15 (fifteen) Business Days. The Company in consultation with the Registrar, shall within the notice period, appoint substitute banker to the issue(s) to perform the functions of the Banker to the Issue(s). These substitute banker to the issue(s) shall enter into an agreement with the Company, and the Registrar agreeing to be bound by the terms, conditions and obligations herein. At the end of the notice period, in the situation that the Company has not appointed substitute Banker to the Issue(s), the retiring Banker to the Issue(s) shall, transfer the amount/s lying in the escrow account to such account as may be designated by the parties, and the retiring Banker to the Issue shall stand discharged / released from all its obligations under this Agreement.

9.2.3 The Registrar may terminate this Agreement only with the prior written consent of all other Parties to this Agreement.

9.2.4 The provisions of Clauses 4.10, 4.11, 4.15, 5.3, 5.5, 5.6, 5.7 this Clause 10.2.4, and Clauses 11, 12, 13, 15, 16 and 17 of this Agreement shall survive the completion of the term of this Agreement as specified in Clause 10.1 or the termination of this Agreement pursuant to Clause 10.2 of this Agreement.

10 CONFIDENTIALITY AND DISCLOSURE

The parties to this Agreement shall keep all information confidential which will be shared by the other Parties during the course of this Agreement and shall not disclose such confidential information to any third party without prior permission of the respective Party, except in case of any legal or statutory requirement to disclose the same. The terms of this Confidentiality clause shall survive the termination of the Agreement for reasons whatsoever.

11 NOTICES

11.1 Any notice, e-mail or other communication given pursuant to this Agreement must be in writing and (i) delivered personally, (ii) sent by telefacsimile or other similar facsimile transmission, (ii) or sent by registered mail, postage prepaid, to the address of the Party specified below, or to the facsimile numbers specified below. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause 12.1 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; and (ii) if delivered by telefacsimile or similar facsimile transmission, be deemed given when electronically confirmed; and (iii)if sent by registered mail, be deemed given when received.

11.2 Any notice between the parties hereto relating to this Agreement shall except as otherwise expressly provided herein. be sent by hand delivery, by first class mail or airmail, or by facsimile transmission to:

For the Company:

Name :-Continental Controls Limited
Address :- Plot No. A 356/357, Road No. 26, Wagle Industrial Estate, MIDC,Thane (West) – 400604, Maharashtra, India
Contact No: 022 4184 2289
Email:compliance@continentalcontrol.in

For Banker to the Issue and Refund Bank

ICICI Bank Limited
Capital Market Divison,
5th Floor,
HT Parekh Marg,
Backbay Reclamation,
Churchgate, Mumbai - 400020
Contact No: +022 66818911/923/924
Email:ipocmg@icici.bank.in

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

CONTINENTAL CONTROLS LIMITED THANE

For the Registrar:

Name :- Purva Sharegisry India Pvt Ltd
Tel.: 022-41343265
Fax: NA
E-mail: newissue@purvashare.com

11.3 Any Party hereto may change its address by a notice given to the other Parties hereto in the manner set forth above. All notices shall be in English.

11.4 Any notice sent to any Party shall also be marked to all the remaining Parties to this Agreement as well.

13. Limitation of Liability

13.1 Notwithstanding anything to the contrary contained herein, the Banker to the Issue shall not be liable for any indirect, incidental, consequential or exemplary losses, liabilities, claims, actions or damages suffered by the other Parties.

14 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Subject to Clause 14 hereof, the civil courts in Mumbai shall have the jurisdiction. in respect of all disputes, differences, controversies or claims arising out of or relating to this Agreement or the breach, termination or validity thereof.

15 FORCE MAJEURE

a. Notwithstanding anything stated in Clause 10 above, on the occurrence of the following conditions, the Parties shall meet to mutually decide on the future course of action and in the event they fail to arrive at a mutually agreeable course of action within a period of 7 (seven) Business Days from the date on which the event occurred, then any of the Parties shall be entitled to terminate this Agreement after the expiry of the said period of 7 (seven) Business Days by giving a written notice thereof to the other Parties:

b. a complete break down or dislocation of business in the major financial markets affecting any or all of the cities of New Delhi, Mumbai, Kolkata or Chennai and as a result of which the success of the Issue is likely to be prejudicially affected;

c. declaration of war or occurrence of insurrection, civil commotion or any other serious or sustained financial, political or industrial emergency or disturbance affecting the financial markets in any or all of the cities of New Delhi, Mumbai, KolkataorChennai and as a result of which the success of the Issue is likely to be prejudicially affected;

d. any material adverse change in the international financial or political conditions as a result of which trading generally on the BSE or in the NSE is suspended for a continuous period of more than 15 (fifteen) Business Days or future trading on the BSE or in the NSE is likely to be materially limited or restricted as a result of which the success of the Issue is likely to be prejudicially affected; or

e. any circumstances beyond the control of the Parties, including, but not limited to, acts of God, orders or restrictions, war or warlike conditions, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, earthquakes, fires or accidents, failure of communication or banking systems or

f. any other event as may be agreed to between the Parties in writing.

16 SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

17 INDEMINITY

a. The Company shall hereby unconditionally and irrevocably undertake to keep the Banker to the Issue and all of its respective officers, employees, directors and agents, (each an "**Indemnified Party**"), indemnified in full at all times against all losses, liabilities, actions, proceedings, judgments, suits, claims, counter-claims, demands, damages, penalties, costs, expenses and disbursements, ("**Indemnified Loss**"), which may be incurred or suffered by or brought against such Indemnified Party including the fees and disbursements under this Agreement, as a result of or in connection with any actions taken by such Indemnified Party in accordance with the terms of this Agreement, provided that this indemnity shall not apply in respect of an Indemnified Party to the extent a court of competent jurisdiction determines that any such Indemnified Loss is incurred or suffered by or brought against such Indemnified Party arises directly from the wilful, misconduct or negligence of such Indemnified Party. The Company hereto acknowledges that the foregoing indemnities shall survive the resignation or removal of the Banker to the Issue or the termination of this Agreement.

b. In the event the written instructions to the Banker to the Issue by and/or the Company are communicated through electronic mail ('e-mail')/ fascimile, the Banker to the Issue shall not be responsible or liable for determining the authenticity or accuracy of the same, and shall be entitled, but not obliged to rely upon the instructions on an 'as it is' basis. The Company hereby agrees to indemnify and keep indemnified the Banker to the Issue and saved harmless from all claims, losses, damages, costs including legal expenses which the Banker to the Issue may incur or suffer on account of accepting written instructions as stated above and/or as a result of accepting and acting (or not accepting or omitting to act) upon all or any of the instructions given or deemed to have been given or purportedly given by or on behalf of the Company.

18 ASSIGNMENT

b. In the event the written instructions to the Banker to the Issue by and/or the Company are communicated through electronic mail ('e-mail')/ fascimile, the Banker to the Issue shall not be responsible or liable for determining the authenticity or accuracy of the same, and shall be entitled, but not obliged to rely upon the instructions on an 'as it is' basis. The Company hereby agrees to indemnify and keep indemnified the Banker to the Issue and saved harmless from all claims, losses, damages, costs including legal expenses which the Banker to the Issue may incur or suffer on account of accepting written instructions as stated above and/or as a result of accepting and acting (or not accepting or omitting to act) upon all or any of the instructions given or deemed to have been given or purportedly given by or on behalf of the Company.

18 ASSIGNMENT

This Agreement shall be binding on and ensure to the benefit of the Parties and their respective successors. The Parties may not, without the prior written consent of the other Parties, assign or transfer any of their respective rights or obligations under this Agreement to any other person. Any such person to whom such assignment or transfer has been duly and validly effected shall be referred to as a "**Permitted Assign**".

19 AMENDMENT

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement.

20 COUNTERPARTS

This Agreement shall be executed in one original which shall be retained by the Company. The other Parties shall receive copies of the Agreement, which shall be duly certified as true and notarized by the Company.

21 AUTHORIZED SIGNATORIES AND CALL BACK CONTACTS

The Registrar and Company agree that any of the following persons shall be their respective authorized signatories and call back contacts authorized on behalf of the, the Registrar and the Company to sign on the instructions issued to the Banker to the Issue and the Registrar, as the case may be. The specimen signatures and contact details of persons authorized to sign on behalf of the and the Company is as below. The Company undertake to give the Banker to the Issue two (2) clear Business Days' notice in writing of any amendment to their authorized signatories or Call-back Contacts:

For *(any one of the below is authorized on behalf of the company to execute the relevant documents in accordance with this Agreement)*

S. No	Name	Designation	Signature
1	Mr. Rajnish Pandey	Whole Time Director	
2	Ms. Megha Raut	Chief Financial Officer	

[CB Comment: to be inserted by Company.]

For (*any one of the below is authorized on behalf of the registrar to execute the relevant documents in accordance with this Agreement*)

S. No	Name	Designation	Signature
1	Rajesh Shah	Managing Director	
2	Deepali Gaonkar	Compliance Officer	

[CB Comment: to be inserted by Registrar.]

For (*any one of the below is authorized on behalf of the Banker to the issuer to execute the relevant documents in accordance with this Agreement*)

S. No	Name	Designation	Signature
1	Sujit Lingam	Chief Manager	

[CB Comment: to be inserted by Banker to the Issu

In witness whereof the parties have caused these presents to be executed on this 08 day of October, 2026, at Mumbai.

For and behalf of Continental Controls Limited
(Issuer Company)

Authorized Signatory

For and behalf of
ICICI Bank Limited
(Banker to the Issue)

Authorized Signatory

For and behalf of Purva Sharegistry (India) Pvt.Ltd
(Registrar to the Issue)

Authorized Signatory

ANNEXURE A

To:
Banker to the Issue

Dear Sirs,

Re: Banker to the Issue Agreement dated [●]

Pursuant to Clause 3.2.3(b) of the Banker to the Issue Agreement dated [●], we write to inform you following details of the Company Account.

Name of the Bank: [ ]
Account Number: [ ]

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Banker to the Issue Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of Company [.]

M. A. Borra

Authorised Signatory

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

CONTINENTAL CONTROLS LIMITED THANE

ANNEXURE B1

To:

[Name of Banker to the Issue]
[Address]

And

Registrar

Dear Sirs,

Re: Banker to the Issue Agreement dated [●]

Pursuant to Clause 3.2.3 (a) of the Banker to the Issue Agreement dated [●]we write to inform you that the Issue Opening Date for the Rights Issue of is [●].

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Banker to the Issue Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and behalf of Company [.]

M.A. Bora

Authorized Signatory

2c2c2

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

R&T

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

M.A. Bora

CONTINENTAL CONTROLS LIMITED THANE

ANNEXURE B2

To:

Banker to the Issue[●]

And

Registrar [.]

Dear Sirs,

Re: Banker to the Issue Agreement dated [●]

Pursuant to Clause 3.2.3(a) of the Banker to the Issue Agreement dated [●] we write to inform you that the Issue Closing Date for the Rights Issue of is [●].

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Banker to the Issue Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and behalf of Company [.]

Authorized Signatory

ANNEXURE D

To:

[Banker to the Issue]

Dear Sirs,

Re: Banker to the Issue Agreement dated [●]

Pursuant to Clauses 3.2.1(d) / 3.2.2 of the Banker to the Issue Agreement dated [●] we hereby instruct you to transfer Rs. [●] from the Account bearing account name [.] and no.[.] to the Refund Account titled [●] bearing account number No. [●].

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Banker to the Issue Agreement.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Yours faithfully,

For and behalf of Registrar [.]	For and behalf of Company [.]
Authorised Signatory: Designation:	Authorised Signatory: Designation:

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

CONTINENTAL CONTROLS LIMITED THANE

ANNEXURE E

To:

[Banker to the Issue]

Dear Sirs,

Re: Banker to the Issue Agreement dated [●]

Pursuant to Clause 3.2.1(d) / 3.2.2/ 3.2.3.(c) of the Banker to the Issue Agreement dated [●], we hereby instruct you to transfer, Rs. **[●]** from the Refund Account titled "[●]" bearing account No. **[●]** to the Applicants as set out in the enclosure hereto.

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Banker to the Issue Agreement.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Yours faithfully,

For and behalf of Registrar [.]

Authorised Signatory:
Designation:

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

CONTINENTAL CONTROLS LIMITED THANE

ANNEXURE F

To:
Banker to the Issue[●]

Dear Sir,

Re: Banker to the Issue Agreement dated [.]

Pursuant to Clause 3.2.5(b), 3.2.5 (c) and 3.2.5 (d)of the Banker to the Issue Agreement dated [•], we hereby instruct you to transfer ₹[●] from the Allotment Account titled [•] bearing account number [•] to the following account in the manner as stated below:

Beneficiary Name	Amount (in ₹)	Beneficiary Bank Name	Beneficiary Account No.	Beneficiary Bank Address	IFSC Code

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Banker to the Issue Agreement.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Yours faithfully,

For and behalf of Registrar [.]	For and behalf of Company [.]
Authorised Signatory: Designation:	Authorised Signatory: Meghal Raut Designation: CFO

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

ICICI Bank Limited CASHIER DIV MUMBAI BRANCH

CONTINENTAL CONTROLS LIMITED THANE

ANNEXURE G

To:

[Banker to the Issue]

Dear Sirs,

Re: Banker to the Issue Agreement dated [•]

Pursuant to clause 3.2.1(b), we write to intimate you that the Issue has failed due to the following reason as set out in Clause 3.2.1(a) of the Banker to the Issue Agreement:

[.]

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Banker to the Issue Agreement.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Yours faithfully,

For and on behalf of Registrar[.]

Authorised Signatory

Copy to: Company

PURVA SHAREGISTRY (INDIA) PVT. LTD. MUMBAI

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

CONTINENTAL CONTROLS LIMITED THANE

ANNEXURE H

To
ICICI Bank Limited
Capital Market Divison,
5th Floor, HT Parekh Marg,
Backbay Reclamation, Churchgate,
Mumbai - 400020

Dear Sirs,

Re: Banker to the Issue Agreement dated [.]

Pursuant to Clause 3.3.1, we hereby instruct you to close the [Allotment Account and Refund Account].

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Banker to the Issue Agreement.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Yours faithfully,

For and behalf of Registrar [.] **Continental Controls Limited**	**For and behalf of Company [.]**
Authorised Signatory: **Designation:**	**Authorised Signatory:** **Megha Raut** **Designation: CFO**

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँचसौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FB 000260

जिल्हा कोषागार कार्यालय ठाणे

13 JUL 2026

मुद्रांक प्रमुख लिपीक / लिपीक

This stamp paper from an integral part of the Monitoring Agency Agreement dated July 15, 2026, entered into by and between Continental Controls Limited and Acuite Ratings & Research Limited

CONTINENTAL CONTROLS LIMITED THANE

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ 86AB 499792

24 JUN 2026

This stamp paper forms an integral part of the Monitoring Agency Agreement dated July 15, 2026 entered into by and between Continental Controls Limited and Acuite Ratings and Research Limited

CONTINENTAL CONTROLS LIMITED THANE

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

सत्यमेव जयते

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FB 000259

जिल्हा कोषागार कार्यालय ठाणे

13 JUL 2026

मुद्रांक प्रमुख लिपीक / लिपीक

This Stamp paper Forms an Integral part of the Monitoring Agency Agreement dated July 15, 2026, entered into by and between Continental Controls Limited and Acuite Ratings & Research Limited

Rajnish

CONTINENTAL CONTROLS LIMITED THANE

THIS MONITORING AGENCY AGREEMENT (THE "AGREEMENT") is entered into this 15 day of July, 2026 at Mumbai by and between:

CONTINENTAL CONTROLS LIMITED, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office and corporate office at PLOT NO A 356/357, ROAD NO-26, WAGLE INDUSTRIAL ESTATE, MIDC, Wagle I.E., Thane, Maharashtra, India, 400604, India (hereinafter referred to as the "**Issuer**" or the "**Company**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART;**

AND

Acuite Ratings & Research Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 708, Lodha Supremus, Lodha iThink Techno Campus, Kanjurmarg (East), Mumbai - 400 042, in the capacity of Monitoring Agency appointed in terms of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 (hereinafter referred to as **"Acuite"** or the "**Monitoring Agency**", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**.

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

WHEREAS:

A. In terms of Regulation 82 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (**"SEBI ICDR Regulations"**), as amended and other applicable laws, if any, the Company is required to appoint a monitoring agency for monitoring the Gross Proceeds (as defined hereinafter) from the Issue in accordance with the terms of the Objects of the Issue (*as defined hereinafter*) in the Prospectus / Letter of Offer.

B. At the request of the Company, Acuite has agreed to act as the monitoring agency for the Company's Issue and shall monitor the use of the Gross Proceeds of the Issue in accordance with the terms of the Objects of the Issue in the Prospectus / Letter of Offer.

C. This Agreement is executed and delivered to define the obligations of the Company to deposit the amount raised through the Issue in a separate bank account (as defined in the Prospectus / Letter of Offer) and the role of the Monitoring Agency to monitor the flow of the Gross Proceeds as per the schedule of utilization of proceeds as provided in the Prospectus / Letter of Offer.

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

For Acuite Ratings & Research Limited

Authorized Signatory
Name: Chitra Mohan
Designation: VP – Compliance & Group CS

For CONTINENTAL CONTROLS LIMITED

CONTINENTAL CONTROLS LIMITED THANE

Authorized Signatory with the Company's rubber stamp
Name: Mr. Rajnish Kumar Pandey
Designation: Executive Whole Time Director

1. DEFINITIONS & INTERPRETATIONS

1.1 Definitions:

"Applicable Laws" shall include: (i) the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992 ("SEBI Act"), the SEBI Regulations like the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("SEBI ICDR Regulations"), as amended and all other applicable laws, including the law of any applicable foreign jurisdiction which may apply to the Issue; and (ii) all applicable laws which may apply to the Parties to this Agreement, including rules, circulars, directions, guidelines, bye-laws, regulations and notifications made thereunder and having the force of law, including policies and administrative and departmental regulations and guidelines of Governmental Authorities, and judgments, decrees, injunctions, writs and orders of any court, as may be in force and effect during the subsistence of this Agreement.

"Business Days" shall mean all days other than Saturday or Sunday or a public holiday on which commercial banks in Mumbai are open for business.

"Issue" shall mean any of the methods (i.e. Public Issue, Rights Issue, Preferential Issue, etc.) used by the Company to raise capital as per the Applicable Laws, for the purposes as provided in the Objects of the Issue section of the Prospectus / Letter of Offer.

"Report" shall mean the report(s) issued by the Monitoring Agency (monitoring the use of Gross Proceeds) that the Gross Proceeds have been utilized for the purpose as mentioned in the utilization schedule of the Prospectus / Letter of Offer. The Report shall be submitted to the Company in the format prescribed under the extant SEBI Regulations.

"Gross Proceeds" shall mean total proceeds from the Issue.

"Letter of Offer" shall mean the final Letter of Offer to be filed with the Stock Exchanges and SEBI.

"Prospectus" shall mean the Prospectus to be filed by the Company with the RoC, in respect of the Issue.

"Objects of the Issue" or **"Objects"** shall be the objects of the Issue as set out in the Prospectus / Letter of Offer.

"Net Proceeds" for the purposes of this Agreement, shall mean the Gross Proceeds less Issue related expenses and the portion of the Gross Proceeds allocated towards general corporate purposes as set out in the Prospectus / Letter of Offer.

"Stock Exchanges" shall collectively mean the BSE Limited and the National Stock Exchange of India Limited and/or any other stock exchange where the shares may be listed.

"Issue Proceeds" shall mean the proceeds of the Issue that are available to the Company.

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Terms not defined under this Clause or in this Agreement shall have the meaning ascribed to them in the Prospectus / Letter of Offer, unless the context specified otherwise.

1.2 In this Agreement, unless the context otherwise requires:

a. words denoting the singular number shall include the plural and *vice versa*;
b. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
c. heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
d. references to the word "include" or "including" shall be construed without limitation;
e. references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;
f. references to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
g. a reference to an article, clause, section, paragraph, schedule or annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph, schedule or annexure of this Agreement; and
h. unless otherwise defined, reference to the word 'days' shall mean calendar days.

In case of any inconsistency of any of the terms of this Agreement and the Prospectus / Letter of Offer, the terms of Prospectus / Letter of Offer shall prevail.

2. USE OF GROSS PROCEEDS / ISSUE PROCEEDS

The Company proposes to raise finance by way of Issue for the purposes as set out under the 'Objects of the Issue' section in the Red Herring Prospectus and the Prospectus / Letter of Offer. The Company shall ensure that the Gross Proceeds are utilized for the purposes as are set out in the Prospectus / Letter of Offer.

3. APPOINTMENT, SCOPE & RESPONSIBILITIES OF MONITORING AGENCY & THE COMPANY

3.1 Monitoring Agency:

a. The Company hereby appoints Acuite as the Monitoring Agency and Acuite agrees to act as the Monitoring Agency in accordance with the terms and conditions of this Agreement.
b. Acuite in its capacity as the Monitoring Agency shall fulfil such duties and obligations as may be required to be fulfilled by it in such capacity under the SEBI ICDR Regulations, including the following:
   i. Delivering the monitoring Report to the Company in the format as prescribed under the SEBI ICDR Regulations, on a quarterly basis (or any other frequency as prescribed by SEBI in the ICDR Regulations from time to time); and
   ii. Taking such action and doing such other acts, deeds or things as may be required under the provisions of the SEBI ICDR Regulations or any other Applicable Laws or required by the Stock Exchanges and in accordance with the terms of this Agreement to discharge its responsibilities as the Monitoring Agency.
   iii. Review of the information / documents / statements (including bank statements) received from the Company with regard to the use of the Issue Proceeds including the status of implementation

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of the activities proposed to be funded out of the Issue Proceeds as stated in the Prospectus / Letter of Offer.

iv. The Monitoring Agency depends solely on the declarations by the management of the Company and the auditors / consultants appointed by the Company. In case the Monitoring Agency is not satisfied with the responses or the representations, it reserves the right to issue a qualified report in instances where it deems fit and shall highlight its concerns along with reasons. The Monitoring Agency also reserves the right to highlight any such concerns to SEBI.

v. In case the Company defaults in sharing the required information on a timely basis and timely or payment of quarterly monitoring agency fees, then the Monitoring Agency may qualify its report duly capturing any non-cooperation from Company in terms of sharing the requisite information or non-payment of the fee. The Monitoring Agency may also inform SEBI and Stock Exchanges of any such non-cooperation.

c. The Monitoring Agency will be responsible for the following:

i. Maintain confidentiality of the information / documents / statements received from the Issuer, even after the publication of the Monitoring Agency report. It shall not make public or disclose any information received by it from the Issuer to any other party except to SEBI, Stock Exchanges or other statutory authority, to the extent it is required to perform its obligations under SEBI ICDR Regulations. However, this does not preclude the credit ratings activity utilising the insights gained from the monitoring agency activity in general and post publication of the Report or utilising the information received from the Issuer in specific, for forming credit opinions.

ii. Share a draft Report with the Company and give reasonable time to the Company to provide additional information or clarifications on the draft, before finalising the Report. In case no additional information is received from the Issuer, the Monitoring Agency will finalise the Report.

3.2 Company:

The Company shall have the following responsibilities towards the Monitoring Agency:

a. The Company will on a quarterly basis, provide statement of usage of Issue Proceeds and a certificate from the statutory auditor, banks, management / directors of the Company and any other authorised personnel, consultants or experts, as the case may be.

b. The Company will provide all such information / documents / opinion / certifications / approvals that are necessary for the Monitoring Agency to effectively perform its duties in accordance with the SEBI ICDR Regulations.

c. All the required information will be provided as per agreed timelines.

d. The Company shall inform the Monitoring Agency, of any deviation from the Objects of the Issue. Board resolution and shareholders resolution authorizing the deviation shall be provided to the Monitoring Agency.

e. Make all the payments as agreed in the contract, including any expenses borne towards incidentals, to the extent agreed upon in the contract.

4. MONITORING AGENCY FEES

4.1. In consideration of Acuite acting as the Monitoring Agency, the non-refundable monitoring agency fees of Rs. 2,00,000 /- (Rupees Two Lakhs only) plus taxes as applicable for the first quarter, as mutually agreed between the Company and Acuite for its services as a Monitoring Agency shall be paid upfront at the time of execution of this Agreement. From the second quarter onwards, Acuite shall charge a non-refundable quarterly monitoring agency fees of Rs. 2,00,000/- (Rupees One Two Lakhs

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only) plus taxes as applicable, which shall be paid in advance (within 1 week of the beginning of the relevant quarter) by the Company in addition to reimbursement of all legal, travelling and other costs, charges and expenses which the Monitoring Agency or its officers, employees, or agents may incur in relation to the execution of this Agreement and/or any expense incurred while discharging their obligations under this Agreement during the term of its appointment.

4.2. In case the Company deducts any tax as applicable under the Income Tax Act, 1961 while making any payment to the Monitoring Agency, then the Company shall provide the tax deduction certificate evidencing such deduction and deposit thereof within the prescribed time to the Monitoring Agency.

5. MONITORING THE USE OF ISSUE PROCEEDS

5.1. The Company shall deposit the Issue Proceeds in a separate bank account (as defined in the Prospectus / Letter of Offer) to be maintained for this purpose and for utilization of the Issue Proceeds for purposes as set out in the chapter titled 'Objects of the Issue' in the Prospectus / Letter of Offer.

5.2. The Company recognizes that compliance by the Monitoring Agency with the terms of the SEBI ICDR Regulations is dependent upon its furnishing to the Monitoring Agency, the requisite information / documents as and when required by the Monitoring Agency.

5.3. In furtherance to the obligations of the Monitoring Agency, the Company shall inform the Monitoring Agency on a quarterly basis, in writing as to the use of the Issue Proceeds and shall be obliged to furnish such documents, papers and information as may be reasonably required for enabling the Monitoring Agency to effectively monitor the utilization of the Issue Proceeds (including bank statements) for the account mentioned in clause 5.1, in accordance with the provisions of SEBI ICDR Regulations.

5.4. The Company will arrange for a certificate from its statutory auditor on a quarterly basis as to the utilization of the Issue Proceeds for the purposes as mentioned in the chapter entitled 'Objects of the Issue' in the Red Herring Prospectus and the Prospectus / Letter of Offer as per the format specified in the SEBI ICDR Regulations. Upon receipt of such certificate, the Monitoring Agency will issue its Report, in line with the requirements outlined by the SEBI ICDR Regulations.

5.5. The Company shall inform the Monitoring Agency in the event that there is any deviation in the utilization of the Issue Proceeds. The Company shall provide the Monitoring Agency with a copy of the shareholders resolution authorizing the deviation in the use of the Issue Proceeds and such deviation shall be reported by the Monitoring Agency in their Report to the Company.

5.6. Immediately upon opening of the separate bank account for monitoring funds, the Company will submit to the Monitoring Agency, an "Expected Disbursement Schedule" detailing the proposed utilization of the Issue Proceeds and also certifying that the same is for purposes as mentioned in the chapter entitled 'Objects of the Issue' of the Prospectus / Letter of Offer.

5.7. The Monitoring Agency shall have the right to inspect all records, registers and accounts of the Company as may be necessary for the purposes of carrying out its duties in accordance with the provisions hereof,

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provided that the Monitoring Agency has given at least 48 hours prior notice in writing to the Company in this behalf.

5.8. The Monitoring Agency reserves, the right to attach the account or disclose the information pertaining to the account or the transactions there in, on receipt of instructions from the statutory / regulatory authorities or court orders.

5.9. In addition, to the above, the Company shall at its cost (including but not limited to cost of travel, boarding and lodging of the officials of the Monitoring Agency) provide all necessary assistance and infrastructure that may be required by the Monitoring Agency in connection with the performance of its duties pursuant to the SEBI ICDR Regulations and this Agreement.

5.10. The Company shall ensure that the Monitoring Agency's Report is placed before their Board of Directors for their comments as per Regulation 82 (3) of the SEBI ICDR Regulations.

5.11. The Company shall ensure that within forty-five days from the end of each quarter, the Report of the Monitoring Agency is publicly disseminated by uploading it on its website as well as submitting the same to the Stock Exchanges.

5.12. The Company shall provide a confirmation to the Monitoring Agency on a quarterly basis that they have complied with all the provisions of SEBI ICDR Regulations.

6. REPRESENTATION & WARRANTIES

6.1 As of the date of this Agreement, the Company represents and warrants to the Monitoring Agency that (which representations shall continue to be true and correct on each day during the currency of this Agreement):

a. The Company has the right to enter into this Agreement and that it has taken all necessary corporate action to authorise the execution and delivery of this Agreement. The execution and delivery of this Agreement will not contravene any provisions of or constitute a default under any other agreement or instrument by which the Parties are bound;
b. The Company affirms that the signatory to this Agreement is duly authorized to enter into and sign this Agreement on behalf of the Company and bind the Company to perform the terms and condition of this Agreement.
c. The Company shall at any time and from time to time upon the reasonable written request of the Monitoring Agency promptly and duly deliver or permit the delivery of any and all such further details, information, instruments and documents as the Monitoring Agency may consider necessary for the purpose of monitoring the Gross Proceeds of the Issue.
d. This Agreement constitutes a valid, legal and binding obligations on it and is enforceable against it in accordance with the terms hereof;

6.2 As of the date of this Agreement, the Monitoring Agency represents and warrants to the Company that (which representations shall continue to be true and correct on each day during the currency of this Agreement):

a. This Agreement constitutes a valid, legal and binding obligations on it and is enforceable against it in accordance with the terms hereof;

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b. The execution, delivery and performance of this Agreement and any other document related hereto by it has been duly authorized and do not and will not contravene any provisions of, or constitute a default under (a) any law, regulation, judgement, decree or order of any governmental authority, (b) its organizational documents, or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it or any of its assets.
c. It shall perform its duties with the highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with the Company, investors, etc.;
d. It shall act with due diligence, care and skill while discharging the work assigned to it in relation to monitoring of the Gross Proceeds;
e. it will not take up any activities which are likely to be in conflict with its own interests, interests of the Company, the Issue, its activities as the Monitoring Agency to the Issuer or contrary to the directions issued by SEBI or under any other Applicable Laws;
f. It shall carry out its duties / responsibilities and complete all the formalities including corporate action within the specified time limits as required under law, including with respect to relevant statutes, guidelines issued by SEBI, Stock Exchange regulations, etc.; and
g. It has due authority and valid registration as required under Applicable Law to act as the monitoring agency for the Issue and it is not prohibited from acting as a monitoring agency by any judicial, regulatory or administrative body.

7. DIRECTIONS OF STOCK EXCHANGES / SEBI / STATUTORY AUTHORITIES

In the event any instructions are received from any of the Stock Exchanges or SEBI or any other statutory authorities to the effect that the Issue monitoring account shall be frozen or that the Company shall not be allowed to make any payments to any of the specified parties and the Company acknowledges the same and shall also abide by such instructions, however, the Company undertakes to immediately intimate, within 1 Business Day the Monitoring Agency, of such instruction/restriction unless such intimation is prohibited by Applicable Law or order of the court.

8. RIGHTS AND DUTIES OF MONITORING AGENCY

The Monitoring Agency:

a. shall, except to such extent as may otherwise be provided herein, refrain from exercising any right, power or discretion vested in it as agent;
b. undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Monitoring Agency unless required under Applicable Law;
c. may rely on and shall be fully protected in acting on, or in refraining from acting in accordance with, any resolution, certificate, certificate of auditors approved by the Company, or any other statement, instrument, opinion, report, notice, request, direction, consent, order, appraisal or other paper or document believed by it to be genuine and to have been signed or presented to it pursuant to this Agreement by the proper party or parties;
d. may execute any of the powers hereunder or perform any duties hereunder through agents or attorneys, at its own cost and the Monitoring Agency shall be responsible for any misconduct or negligence on the part of any agent or attorneys appointed by it hereunder, provided the Company has been given intimation of appointment of such agents or attorneys and the Monitoring Agency

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has entered into arrangements / agreements with such agents or attorneys to indemnify the Monitoring Agency and the Company for all claims, losses, expenses and liabilities that the Monitoring Agency and/or Company might incur due the misconduct or negligence on the part of any such agent or attorneys;

9. INDEMNITY

9.1 The Monitoring Agency agrees to indemnify and hold harmless the Company (including their respective directors, officers, employees, agents and affiliates) (the 'Indemnified Party(ies)') and keep them fully indemnified against all costs, losses and damages that the Indemnified Parties may incur including all costs, losses and damages incurred owing to any litigation filed against it or arising out of any failure by the Monitoring Agency to provide the Report in accordance with the terms of this Agreement, subject however to the Company fulfilling its obligations under this Agreement to deliver or permit the delivery of any and all details, information and documents required by the Monitoring Agency for the purpose of this Report.

Notwithstanding the above, the Monitoring Agency shall not be liable for any losses suffered by the Indemnified Parties arising out of misconduct, negligence, or failure on the part of the Indemnified Parties.

9.2 The Company agrees to indemnify and hold harmless the Monitoring Agency against all costs, losses and damages that the Monitoring Agency may incur including any third party claims that are made on the Monitoring Agency and costs, losses and damages incurred owing to any litigation filed against it pursuant to performance of its duties under this Agreement in accordance with the SEBI ICDR Regulations as determined by a court of competent jurisdiction having jurisdiction over the matter. Provided that such indemnity shall not extend to costs, losses or damages arising to the Monitoring Agency on account of the negligence, wilful default of the Monitoring Agency as maybe finally determined by a court of competent jurisdiction.

9.3 It is hereby clarified that neither Party shall be liable to the other for any indirect, incidental, consequential, special, exemplary, damages arising out of or in connection with this Agreement even if the other Party has been advised of the possibility of such damage.

10. LIMITATION OF LIABILITY

10.1 The Monitoring Agency may, in relation to these presents, and in ordinary course under this Agreement, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocates, valuers, surveyor, broker, auctioneer, qualified accountant or other expert appointed at the Company's cost and shall not be responsible for any loss or damages occasioned by acting so.

10.2 The Monitoring Agency shall be at liberty to accept a certificate signed by any of the authorized signatories of the Company as listed in Schedule 2, as to any fact or matter prima facie within the knowledge of the Company as sufficient evidence thereof and other than as required by applicable laws, the Monitoring Agency shall not be in any way bound in any case to call for further evidence or be responsible for any loss that may be occasioned by their failing to do so.

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10.3 The Monitoring Agency undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and as are required by applicable laws. Monitoring Agency shall have no responsibility, other than as required by applicable laws, to verify the authenticity of any order of a competent body, court or tribunal or any ruling of any arbitrator/s in proceedings between or concerning the other Parties and may rely, in good faith and without any liability, upon the contents thereof.

10.4 The Monitoring Agency may, to the extent permitted by applicable laws, rely on any resolution, certificate, certificate of auditors approved by the Company, or any other statement, instrument, opinion, report, notice, request, direction, consent, order, appraisal or other paper or document believed by it to be genuine and to have been signed or presented to it pursuant to this Agreement by the Company or any other persons as may be authorized by the Company in writing from time to time.

10.5 The recitals contained herein shall be taken as the statements of the Company, and the Monitoring Agency shall not be liable, to the extent permitted by applicable laws, for the use or any application by the Company of the Gross Proceeds it receives pursuant to the Objects of the Issue and utilization schedule of the Prospectus / Letter of Offer.

10.6 Notwithstanding anything to the contrary contained herein, the Parties agree that, to the extent permitted by applicable laws, in no event shall either Party be liable for any indirect, incidental or consequential damages, or for any amounts claimed for lost business, opportunities or profits of the other Party, except in case of default, fraud, misrepresentation or negligence by such Party.

11. TERMINATION

11.1 Neither the Company nor the Monitoring Agency can initiate a termination of this Agreement till the time of 100% utilization of the Gross Proceeds by the Company in accordance with the section entitled 'Objects of the Issue' in the Prospectus / Letter of Offer and the Monitoring Agency issues its final report, unless specifically required by any applicable law or SEBI or any other applicable Regulators.

11.2 Notwithstanding anything stated above, in the event of termination of the Monitoring Agency Agreement due to requirement of any Applicable Law, the following process shall be followed:

a. The Party initiating the termination will need to inform the other Party in writing through a notice intimating the reason for termination. Unless otherwise required by law or regulations requiring such termination, the termination shall be effective after 30 days from the day the notice is served or the due date of publication of next Monitoring Agency Report, whichever is later.
b. A copy of the termination notice shall also be sent to SEBI and Stock Exchanges by the Party initiating the termination.
c. The Monitoring Agency shall promptly display on its website information about termination of its Agreement with the Company.
d. The existing Monitoring Agency shall issue a hand-over report on status of co-operation by the Company till the date of termination and share it with the Company.
e. The Company shall promptly inform the Audit Committee of its Board of Directors and inform the investors by intimating to the Stock Exchanges immediately on issue / receipt of the termination letter. This can be followed by the process of appointing of new Monitoring Agency.

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f. A Monitoring Agency shall be responsible for monitoring the utilisation of proceeds from the issue only from the quarter of its effective appointment or date of the closure of the issue, whichever is later. Thus, in case of a change in Monitoring Agency, the new Monitoring Agency shall not be responsible for providing a Monitoring Agency report for the quarters prior to its effective appointment.

g. During the termination notice period, the Monitoring Agency shall capture in the report issued during such period the fact that its Monitoring Agency arrangement is being terminated.

11.3 This Agreement shall automatically terminate immediately upon all the Gross Proceeds being utilized by the Company and necessary action will be undertaken in this regard as required under Applicable Laws, provided that in the event that the Agreement is terminated any time before such event, the Company shall pay the fees for the services performed by the Monitoring Agency up to the date of such termination provided such termination is not on account of misrepresentation, negligence or default of the Monitoring Agency.

12. MISCELLANEOUS

12.1 Partial Invalidity and Exercise of Remedies:

If any provision hereof is invalid or unenforceable in any jurisdiction, then to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties hereto in respect of and including any provision hereof which is invalid or unenforceable as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

12.2 Assignment:

This Agreement shall be binding upon and inure to the benefit of each Party hereto and its successors and assigns. This Agreement is not intended to confer upon any person other than the Parties hereto any rights or remedies. However, a Party to this Agreement shall not assign its rights and/or duties under this Agreement without prior written consent of the other Party.

12.3 Notices:

Any notice, demand, communication or other request (individually, a "**Notice**") to be given or made under this Agreement shall be in writing in the English language. Such Notice shall be delivered by hand, recognized courier service, email or registered post to the Party to which it is addressed at such Party's address specified below or at such other address as such Party shall from time to time have designated by fifteen (15) Business Days' written Notice to the party giving such Notice, and shall be deemed to have been duly given or made when delivered as aforesaid.

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For the Company:

CONTINENTAL CONTROLS LIMITED
PLOT NO A 356/357, ROAD NO - 26,
WAGLE INDUSTRIAL ESTATE, MIDC,
Wagle I.E., Thane, Maharashtra, India, 400604
Attention: Mr. Rajnish Kumar Pandey, Executive Whole Time Director
Telephone: +91 9820085493
Email:rajnishpandey@gmail.com

For the Monitoring Agency:

Acuite Ratings & Research Limited
708, Lodha Supremus,
Lodha iThink Techno Campus,
Kanjurmarg (East), Mumbai – 400 042
Attention: Ms. Chitra Mohan, VP - Compliance & Group Company Secretary
Telephone: +91 9969898000
Email: chitra.mohan@acuite.in

12.4 Governing Law and Dispute Resolution:

12.4.1 This Agreement shall be governed by and interpreted in accordance with the SEBI (Credit Rating Agencies) Regulations, 1999, the extant guidelines, regulations, Master Circular(s) and any other Applicable Laws. Disputes between the Company and Acuite can be resolved, at the option of the Company:

a. in accordance with the extant SEBI circular on "Online Resolution of Disputes in the Indian Securities Market" by harnessing online conciliation and/or online arbitration as specified in the circular; OR
b. by harnessing any independent institutional mediation, conciliation and/or online arbitration institution in India, that is mutually agreeable to both parties to this agreement.

The Company shall first take up its complaint / grievance by writing directly to Acuite at "sebi.grievances@acuite.in". If the complaint / grievance is not redressed satisfactorily, the Company may, in accordance with the SCORES guidelines, escalate the same through the SCORES Portal in accordance with the process laid out therein. After exhausting these options for resolution of the complaint / grievance, if the Company is still not satisfied with the outcome, it can initiate dispute resolution through the Online Dispute Resolution (ODR) Portal.

12.5 Amendments and Waiver:

a. Any amendments of any provision of this Agreement shall be in writing and signed by the Parties hereto and shall have the same effect as if they were a part of these presents, unless decided otherwise.
b. Notwithstanding anything stated in this Agreement, the Parties to this Agreement may, from time to time, or at any time, by mutual consent (in writing) waive such terms and conditions of this Agreement, so long as the same is not in contravention of the terms of the SEBI ICDR Regulations or Applicable Law.

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12.6 English Language:

This Agreement and all documents to be furnished or communications to be given or made under this Agreement shall be in the English language or, if in another language, shall be accompanied by a translation into English certified by a representative of the respective Party, which translation shall be the governing version thereof.

12.7 Confidentiality:

During the currency of this Agreement, the Monitoring Agency shall not make public and disclose any information received by it from the Company to any other party, without prior approval from the Company, which shall not be unreasonably withheld. However, the Monitoring Agency may disclose information to SEBI or to any government, judicial, regulatory authority, if required under Applicable Law, without prior approval of the Company, but shall intimate the Company as soon as reasonably practicable.

12.8 Effectiveness of Agreement:

This Agreement shall be effective on and from the date first hereinabove written as the date of execution and shall be in force for a period up to such date till the Gross Proceeds are utilized in accordance with the Prospectus / Letter of Offer or till the termination as per the provisions of this Agreement.

For Acuite Ratings & Research Limited

Authorized Signatory
Name: Chitra Mohan
Designation: VP – Compliance & Group CS

For CONTINENTAL CONTROLS LIMITED

CONTINENTAL CONTROLS LIMITED THANE

Authorized Signatory with the Company's rubber stamp
Name: Mr. Rajnish Kumar Pandey
Designation: Executive Whole Time Director

This signature page forms an integral part of the Monitoring Agency Agreement entered between CONTINENTAL CONTROLS LIMITED and Acuite Ratings & Research Limited.

Signed by:

For Acuite Ratings & Research Limited
(Authorized Signatory)
Name: Ms. Chitra Mohan
Designation: VP – Compliance & Group CS

In the presence of Witnesses:
Signature:
Name: Enaakshi Majumdar

For CONTINENTAL CONTROLS LIMITED
(Authorized Signatory)
Name: Mr. Rajnish Kumar Pandey
Designation: Executive Whole Time Director

In the presence of Witnesses:
Signature:
Name: Ms. Anushree Tekriwalas

Name of the Acuite BD Representative: Ms. Avantika Rawat

For Acuite Ratings & Research Limited

Authorized Signatory
Name: Chitra Mohan
Designation: VP – Compliance & Group CS

For CONTINENTAL CONTROLS LIMITED

CONTINENTAL CONTROLS LIMITED THANE

Authorized Signatory with the Company's rubber stamp
Name: Mr. Rajnish Kumar Pandey
Designation: Executive Whole Time Director

SCHEDULE 1

Format of declaration from the Company

Date:

To,
Acuite Ratings & Research Limited

For the attention of: _____ *(name & designation)*

Re: IPO / FPO / Rights Issue of _____ Limited (Name of the Issuer), as at [●]

Dear Sir,

This is with respect to the IPO / FPO / Rights Issue by (Name of the Issuer) Limited ("**Company**") vide its Prospectus / Letter of Offer and utilization of the Issue proceeds as per the Objects of the Issue given in the Prospectus / Letter of Offer. The Company and Acuite Ratings & Research Limited have entered into a Monitoring Agency Agreement dated _____.

With respect to the IPO / FPO / Rights Issue and the proceeds raised in the IPO / FPO / Rights Issue, I/We hereby undertake and declare as follows:

1. The total amount collected / raised through the IPO / FPO / Rights Issue is INR____("**Amount**").

2. For the quarter-ended _____, the Company has utilized the entire Amounts raised in compliance with the Objects of the Issue detailed in the Prospectus / Letter of Offer. The complete details of the end use of the utilization of the Amount is attached to this declaration as "**Annexure I**";

   OR

   Of the total amount received (as mentioned in point 1 above), the Company has during the quarter ended _____, utilized INR _____ amounts in line with the objects detailed in the Prospectus / Letter of Offer. The remaining amount is maintained in _____ account and details of instrument where it is invested is further detailed in Annexure I and shall be subsequently utilized in accordance with the Objects mentioned in the Prospectus / Letter of Offer. The complete details of the end use of the Amount along with bank statements supporting such utilization is attached to this declaration as **"Annexure I"**

3. We confirm that with respect to utilization of proceeds, deviation from the Objects (as stated in the Letter of Offer), if any, are as declared as per "Annexure I".

4. We have performed necessary checks / audits to ensure the accuracy of the figures / details mentioned in Annexure I, and confirm the same to be true and correct in all respects; and

The undersigned affirms that the data, facts and statements made above and in the attached Annexure are

CONTINENTAL LIMITED THANE

true, accurate and complete. The undersigned is affirming the genuineness of the facts and compliance with utilization of proceeds and is fully cognizant of the liabilities that would arise pursuant to relevant provisions of the Companies Act, 2013 and other Applicable Laws in the event of any such data, fact or statement being found to be false or misleading in any manner.

Capitalized terms not defined herein shall have the meaning ascribed to them in the Monitoring Agency Agreement.

We hereby agree and undertake to indemnify and hold harmless Acuite Ratings & Research Limited for any losses / expenses / claims / damages incurred by Acuite Ratings & Research Limited in connection with this declaration and/or placing reliance on this declaration.

For and on behalf of _____

Authorized Signatory
Designation of Authorized Signatory

CONTINENTAL CONTROLS LIMITED
THANE

Annexure I

Format of the certificate to be provided by Issuer Company

Front Page:

Name of the Issuer:
For quarter ended:

(a) Deviation from the objects:

- *Utilization different from Objects stated in the offer document but in line with change of objects approved by shareholders' resolution; or*
- *Utilization neither in line with Objects stated in the offer document nor approved by shareholders' resolution*
- *In case of no deviation, the fact would be stated.*

(b) Range of Deviation*:

Indicate range of percentage deviation from the amount of issue proceeds earmarked for objects. For example, up to 10%, 10 - 25%, 25-50%, 50-75%, 75-100%, not ascertainable etc.

** Range of Deviation may be computed by taking weighted average of financial deviation of each object in the ratio of issue proceeds allocated for it. Non-financial deviation may be indicated separately by way of notes.*

Signature:

Name of the Authorized Person/Signing Authority:
Designation of Authorized person/Signing Authority:

Seal of the Company:
Date:

1) Issuer Details:
Name of the issuer :
Names of the promoter :
Industry/sector to which it belongs:
2) Issue Details:
Issue Period
Type of issue (public/rights)
Type of specified securities :
IPO Grading, if any
Issue size (in ₹ crore):

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3) (*Give item by item description for all the objects, as well as for the sub-heads (if any) given under objects, stated in offer document separately in following format*)

Particulars	Reply	Details
1. Whether all the utilization is as per disclosure in the Offer Document?	Yes/No	
2. Whether Shareholder approval is obtained in case of material deviations# from expenditures disclosed in in the Offer Document?	Yes/No	
3. Whether means of finance for disclosed Objects of the Issue has changed?	Yes/No	
4. Is there any major deviation observed over the earlier monitoring agency reports?	Yes/No	
5. Whether all Government / Statutory approvals related to the object(s) have been obtained?	Yes/No	
6. Whether all arrangements pertaining to technicalassistance/collaboration are in operation?	Yes/No	
7. Are there any favorable events improving the viability of these object(s)?	Yes/No	
8. Are there any unfavourable events affecting the viability of the object(s)?	Yes/No	
9. Is there any other relevant information that may materially affect the decision making of the investors?	Yes/No	

 # Where material deviation may be defined to mean:

a) Deviation in the objects or purposes for which the funds have been raised

b) Deviation in the amount of fund actually utilized by more than 10% of the amount projected in the offer documents

4) Details of object(s) to be monitored:

i. Cost of Object(s):

(Give item by item description for all the objects, as well as for the sub-heads, if any given under objects, stated in the offer document separately in following format)

Sl. No	Item Head	Original Cost (as per in the Letter of Offer)	Revised Cost			
				Reason of cost revision	Proposed financing option	Particulars of firm arrangements made

ii. Progress in the Object(s): Give Item by Item Description for all the Objects Stated in the offer document in the following format

Sl. No.	Item Heads	Amount as proposed in the offer document	Amount utilized			Total unutilized Amount		
			As at Beginning of the quarter	During the quarter	At the end of the quarter		Reason for idle funds	Proposed Course of Action

$ Provide following details under Item Head:
(a) Name of the Object(s):
(b) Brief description of the Object(s):
(c) Location of the Object(s) (if applicable):

iii. Deployment of unutilized IPO / FPO / Rights Issue proceeds:

Sl. No	Type of Instrument where amount invested*	Amount Invested	Maturity Date	Earnings	Return on Investment (ROI %)	Market Value as at the end of quarter**

* Also indicate name of the party/company in which amounts have been invested
** Where market value is not practical to find, provide NAV/NRV/Book Value of the same

iv. Delay in implementation of the Object(s):

Object(s) Name	Completion Date		Delay (No. of days/ months)		
	As per Offer Document	Actual *		Reason of delay	Proposed Course of Action

*In case of continuing Object(s) please specify latest/revised estimate of completion date.

5) **Details of utilization of proceeds stated as General Corporate Purpose (GCP) amount in the offer document:**

Signature:

Name of the Authorized Person/Signing Authority:
Designation of Authorized person/Signing Authority:

Seal of the Company:
Date:

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SCHEDULE 2
AUTHORIZED SIGNATORIES OF THE COMPANY

NAME	DESIGNATION	SPECIMEN SIGNATURE
MODE OF OPERATION		

CONTINENTAL CONTROLS LIMITED THANE

SCHEDULE 3

CERTIFICATE BY A CHARTERED ACCOUNTANT

To

The Board of Directors,
(Company Address)
India

For the attention of [●]

Re: Monitoring Agency Agreement dated _____ (the "Agreement") in relation to the IPO / FPO / Rights Issue of (Company Name)

Dear Sir,

1. We have verified the [un/audited] books of account and other relevant records of ("**Company**"), as at _____, in connection with the issue of the Equity Shares of the Company pursuant to its Prospectus / Letter of Offer and utilization of the Gross Proceeds as per the Objects of the Issue disclosed in the Prospectus / Letter of Offer.

2. We have verified the details of the utilization of the Gross Proceeds submitted by the Company and confirm that the utilization is as per the Annexure to this certificate, initialled by us for identification purposes only, based on the [un/audited] books of account and relevant records referred to in paragraph 1 above. We have verified the accuracy of the Annexure. We have agreed the amounts included in the Annexure with the [un/audited] books of account and relevant records of the Company as at [*insert relevant date*]. Our responsibility is to verify the factual accuracy of the facts stated in the Annexure.

3. We conducted our procedures in accordance with the Guidance Note on Audit Reports and Certificates for Special Purposes (Revised 2016)/Guidance Note on Reports in Company Prospectuses (Revised 2019), as amended from time to time issued by the Institute of Chartered Accountants of India. [*Note: To be modified for quarterly results released on the basis of limited review*]

4. We have performed necessary audit so as to ensure the accuracy of figures mentioned in the Annexure. We also confirm that the utilization of Gross Proceeds is in line with the section titled 'Objects of the Issue' in the Letter of Offer. [Note: To be modified for quarterly results released on the basis of limited review]

5. On the basis of the [un/audited] books of account and relevant records, information and explanations provided to us and representation from the management of the Company, we certify the utilization of the Gross Proceeds, as given in the accompanying Annexure.

6. We hereby declare that this report is based on the format as prescribed by SEBI ICDR Regulations, 2018, as amended. I/We further declare that this report provides true and fair view of the utilization of the Gross proceeds.

7. I/We declare that we do not have any direct / indirect interest in or relationship with the issuer/promoters/directors/management and also confirm that we do not perceive any conflict of interest in such relationship/ interest while monitoring and reporting the utilization of issue proceeds

by the issuer.

8. This certificate is furnished solely for submission to Acuite Ratings & Research Limited (the "Monitoring Agency") regarding the utilization of the Gross Proceeds in terms of Clause 5.4 of the Agreement dated _____ executed by and between the Company and Acuite Ratings & Research Limited and is not to be used for any other purpose or to be distributed to any other parties without our prior written consent.

Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

For [●]
Firm registration number: [●]Chartered Accountants
Date: [●]

Format of Report to be submitted by the Monitoring Agency

Name of the Issuer:
For quarter ended:
Name of the monitoring agency: Acuite Ratings & Research Limited

a. Deviation from the objects:
   - Utilization different from Objects stated in the offer document but in line with change of objects approved by shareholders' resolution; or
   - Utilization neither in line with Objects stated in the offer document nor approved by shareholders' resolution;
   - In case of no deviation, the fact would be stated.

b. Range of Deviation*:

Indicate the range of percentage deviation from the amount of issue proceeds earmarked for the objects. For example, up to 10%, 10- 25%, 25-50%, 50-75%, 75-100%, not ascertainable etc.

** The range of deviation may be computed by taking weighted average of financial deviation of each object in the ratio of issue proceeds allocated for it. Non-financial deviation may be indicated separately by way of notes.*

Declaration:

We hereby declare that this report is based on the format as prescribed by Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended. We further declare that this report provides true and fair view of the utilization of issue proceeds.

We declare that we do not have any direct / indirect interest in or relationship with the issuer / promoters / directors / management and also confirm that we do not perceive any conflict of interest in such relationship / interest while monitoring and reporting the utilization of issue proceeds by theissuer.

For and on behalf of Acuite Ratings & Research Limited

_____

Name of the Authorized Signatory:
Designation of the Authorized Signatory:

1. Issuer Details:

Name of the issuer	:
Names of the promoter	:
Industry / sector to which it belongs	:

2. **Issue Details**:

Issue period	:
Type of issue (Rights/Public)	:
Type of specified securities	:
IPO Grading, if any	:
Issue size (in ₹ Crores)	:

3. **Details of the arrangement made to ensure the monitoring of issue proceeds:**
(Give item by item description for all the objects, as well as for the sub-heads (if any) given under objects, stated in offer document separately in followingformat)

Particulars	Reply	Source of information / certifications considered by Monitoring Agency for preparation of report	Comments of the Monitoring Agency	Commentsof the Board Of Directors (if any)
Whether all the utilization is as per disclosure in the offer document?	Yes/ No			
Whether shareholders' approval is obtained in case of material deviations# from expenditures disclosed in the offer document?	Yes/ No			
Whether means of finance for disclosed objects of the Issue have changed?	Yes/ No			
Is there any major deviation(s) observed over the earlier monitoring agency reports?	Yes/ No			
Whether all government/ statutory approvals related to the object(s) have been obtained?	Yes/ No			
Whether all arrangements pertaining to technical assistance/collaboration are in operation?	Yes/ No			
Are there any favorable events improving the viability of these object(s)?	Yes/ No			
Are there any unfavorable events affecting the viability of the object(s)?	Yes/ No			
Is there any other relevant information that may materially affect the decision making of the investors?	Yes/ No			

#Where material deviation may be defined to mean:

a) Deviation in the objects or purposes for which the funds have been raised

b) *Deviation in the amount of fund actually utilized by more than 10% of the amount projectedin the offer documents.*

4. **Details of object(s) to be monitored:**

i. Cost of object(s):

(Give item by item description for all the theobjects, as well as for the sub-heads (if any) given under objects, stated in Offer Document separately in followingformat)

Sl. No.	Item Head	Original Cost (as per Offer Document)	Revised Cost	Comment of Monitoring Agency	Comments of Board of Directors		
					Reason of cost revision	Proposed financing option	Particulars of firm arrangements made

ii. Progress in the object(s):

(Give Item by Item Description for all the Objects Stated in Offer Documentseparately in the following format)

Sl. No.	Item Head $	Amount as proposed in the offer document	Amount utilized			Total unutilized amount	Comments of Board of Directors	
			As at the beginning of the quarter	During the quarter	As at the end of the quarter		Reasons for idle funds	Proposed course of action

$ Provide following details under Item Head:

(a) Name of the object(s):

(b) Brief description of the object(s):

(c) Location of the object(s) (if applicable)

iii. Deployment of unutilized IPO / FPO / Rights Issue proceeds:

Sl. No	Type of Instrument and name of the	Amount Invested	Maturity Date	Earnings	Return on Investment (ROI %)	Market Value as at the end of quarter**

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	entity invested in					

** Where market value is not practical to find, provide NAV/NRV/Book Value of the same

iv. Delay in implementation of the object(s):

Object(s) Name	Completion Date		Delay (No.of days/ months)		
	As per the Offer Document	Actual *		Reason ofdelay	ProposedCourse of Action

* In case of continuing object(s), please specify latest/revised estimate of completion date.

5. Details of utilization of proceeds stated as General Corporate Purpose (GCP) amount in the offer document:

For and on behalf of Acuite Ratings & Research Limited

_____

Authorized Signatory

Designation of Authorized Signatory