

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL N 618375

THIS STAMP PAPER FORMS AN INTERGRAL PART OF AN REGISTRAR AND TRANSFER AGENT AGREEMENT (THE "AGREEMENT") BETWEEN OREMET ALLOYS AND CASTINGS LIMITED ("THE COMPANY"/ "ISSUER"/ "OREMET ALLOYS"/ "OACL"), AND MAASHITLA SECURITIES PRIVATE LIMITED ("THE REGISTRAR" OR "MSPL") AND YASH VARDHAN BIRLA AND ABHISHEK BIRLA ("SELLING SHAREHOLDER")

Oremet Alloys & Castings Limited

Yasa Vardhan Birla

Yasa Vardhan Birla

MAASHITLA SECURITIES PVT. LTD. DELHI

ক্রমিক নং 4902 তারিখ 23/09/26

ক্রেতার নাম Ormet Alloy's & Castings Ltd

ঠিকানা Kolkata. 71

মূল্য 500/-

সৈকত মৈত্র
স্ট্যাম্প ভেন্ডার
হাওড়া আদালত



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Oremet Alloys & Castings Limited

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REGISTRAR AND SHARE TRANSFER AGENT AGREEMENT

FOR INITIAL PUBLIC OFFER OF OREMETALLOYS AND CASTINGS LIMITED

DATED SEPTEMBER 23, 2026

AMONGST

OREMET ALLOYS AND CASTINGS LIMITED
(Issuer Company)

AND
YASH VARDHAN BIRLA
(Selling Shareholder I)

AND
ABHISHEK BIRLA
(Selling Shareholder II)

AND

MAASHITLA SECURITIES PRIVATE LIMITED
(Registrar and Share Transfer Agent)

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

THIS AGREEMENT (THE "AGREEMENT") IS ENTERED INTO ON SEPTEMBER 23, 2026, AT KOLKATA, INDIA AMONGST:

MAASHITLA SECURITIES PRIVATE LIMITED, a company within the meaning of the Companies Act, 1956, as amended (the "**Companies Act**") bearing Corporate Identification **Number (CIN) U67100DL2010PTC208725** and having its registered office at **451, Krishna Apra Business Square, Netaji Subhash Place, Pitampura, Delhi-110034, India** (hereinafter referred to as the "**MSPL**" or "**Registrar**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART;**

AND

OREMET ALLOYS AND CASTINGS LIMITED , a Company incorporated under the Companies Act 2013, as amended (the "Companies Act") bearing **CIN: U74999RJ2020PLC071042** , and having its registered office at Shree Balaji Minerals Near Jamna Marble, Roopangarh, Ajmer, Rajasthan- 305801, India and corporate office at 19 Floor Room No 12 Chatterjee International, Park Street Area, Middleton Row, Kolkata-70007, West Bengal, 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 **SECOND PART.**

AND

SELLING SHAREHOLDER, Mr. YASH VRADHAN BIRLA, (herein after referred to as the "Selling Shareholder-I"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART;**

AND

SELLING SHAREHOLDER, Mr. ABHISHEK BRILA, (herein after referred to as the "Selling Shareholder-II"), 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 **FOURTH PART;**

In this Agreement:

(i) The Registrar, the Selling Shareholder and the Company, are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**"

WHEREAS

1. The Company and the Selling Shareholder propose to undertake an initial public offering of up to **41,30,400** equity shares of face value of Rs. 10/- each of the Company (the "**Equity Shares**"), comprising of a fresh offer of up to 36,15,600 Equity Shares by the Company,(the "**Fresh Offer**") and an offer for sale of upto 5,14,800 Equity Shares by the Selling Shareholder (the "**Offer for Sale**"), referred as the "**Offer**", unless the context so requires) to be offered to the public through the book building method (the "**Book Building Process**"), in accordance with the Companies Act, 2013, as amended, (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (the "**SEBI ICDR Regulations**") and such other applicable laws at such price as may be determined or discovered based on the Book Building Process and as agreed to by the Company in consultation with **Gretex Corporate Services Limited** (referred to as the "**Book Running Lead Manager**" or "**BRLM**") in accordance with the book building process under the SEBI ICDR Regulation, 2018 as amended from time to time at a price as may be disclosed in Prospectus filed with the ROC (the "**Offer Price**") and the Selling Shareholder. The offer will be made (i) within India to Indian institutional, non-institutional and Individual investors in reliance on Regulation S under the United States Securities Act of 1933 ("**U.S. Securities Act**"), ("**Regulation S**"), and (ii) outside the United States and India, in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law and the Applicable Laws of the jurisdictions where such offers and sales occur. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Selling Shareholder, the company and the BRLM, on a discretionary basis, in accordance with the SEBI ICDR Regulations, 2018.

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

2. The offer is being made in accordance with Chapter IX of the SEBI ICDR Regulations, 2018 as amended, applicable for the offer of specified securities by Small and Medium Enterprise ("SME").

3. The Board of Directors of the Company (The **"Board")** has, Pursuant to the Board Resolution dated September 07, 2026 have authorized the offer and shareholder of the company has approved the offer by the way of a special resolution adopted, pursuant to Section 23 of the Companies Act, 2013 at the General Meeting of the shareholders of the company held on September 10, 2026

4. The Promoter Selling shareholders have authorized and consented to participate in the Offer in accordance with the terms agreed to in their respective consent letters/resolutions/authorization letters provided with the consent letters,

5. The Company and the selling shareholder has approached Gretex Corporate Services Limited **(BRLM)** to manage the Offer, on an exclusive basis. The BRLM has accepted the mandate in terms and conditions of its Mandate Letter dated April 29, 2026 with Gretex Corporate Services Limited **(the "Mandate Letter"),** subject to the terms and conditions set out therein.

6. The Company and the selling shareholder has approached the Registrar to act as the registrar to the Offer (**"Registrar to the offer "**) in accordance with the terms and conditions detailed in this Agreement and in the manner as required under the various rules and regulations as applicable passed by the Securities and Exchange Board of India (**"SEBI"**) as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 (**"SEBI Act"**).

7. The Registrar and Share Transfer Agent is registered with the SEBI under the Securities and Exchange Board of India **(Registrar to an Issue and Share Transfer Agents)** Regulations, 1993, as amended (the **"RTA Regulations"**) and has a valid and subsisting registration number **INR000004370** to act as the Registrar to the Offer (the activities pertaining to the Registrar are hereinafter collectively referred to as the **"Assignment"**) and the Registrar has accepted the Assignment. The Board of Directors of the Company has approved the appointment of the Registrar as the Registrar to the offer.

8. In terms of Regulation 9A (1)(b) of the of the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 2025, the Registrar to an Offer is required to enter into a valid agreement with the Company and the Selling Shareholders for the Assignment, *inter alia* to define the allocation of duties and responsibilities amongst the Registrar and the Company and the Selling Shareholders, and in pursuance of the same, the Parties are entering into this Agreement.

9. SEBI by its circular (CIR/CFD/14/2012) dated October 4, 2012 circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 read along with the clarification circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 and master circular SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 has made it mandatory for all Investors (except anchor investors) to make use of the facility of the application supported by blocked amount (**"ASBA"**) for making applications for public/rights issues. Further, the SEBI ICDR Master Circular dated November 11, 2024 (**"SEBI ICDR Master Circular"**) consolidated the aforementioned circulars and rescinded these circulars to the extent they relate to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018. Further, the above-mentioned circulars also provide a mechanism to enable the Syndicate and sub-Syndicate members to procure Application Forms submitted under the ASBA process from prospective Investors. Securities and Exchange Board of India by its circular (CIR/CFD/DIL/1/2016) dated January 1, 2016 (rescinded by SEBI Master Circular No. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024), has revised the contents of the bid cum application form and the manner of disclosure considering the amendments introduced by the aforementioned circulars.

10. Additionally, SEBI by its circular (CIR/CFD/14/2012) dated October 4, 2012, has introduced a mechanism for Investors to submit Application forms (ASBA as well as non-ASBA) in public issues to any registered stock-broker (non-syndicate member) of the Stock Exchange and the details of the mechanism with the indicative timelines have been set forth in the circular itself. The circular is applicable to all Offer documents filed on or after January 1, 2013, and therefore, shall apply to this offer.

11. Forms submitted under the ASBA process from prospective investors. SEBI by its circular (CIR/CFD/DIL/1/2016) dated January 01, 2016, has revised the contents of the application form and the manner of disclosure considering the amendments introduced by the aforementioned circulars.

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

12. SEBI by its circular (SEBI/HO/CFD/DIL2/CIR/P/2018/138) dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 and any subsequent circulars or notifications issued by SEBI to streamlined the process of public issue of equity shares and convertibles ("**UPI Circular**"). Pursuant to the circular, Unified Payments Interface ("**UPI**") is proposed to be introduced in a phased manner (phase I will be effective from January 1, 2019) as an additional mode of payment with ASBA Form for applications by Individual Investors through intermediaries (i.e., Registered Stock-Brokers, Registrar and Transfer Agents and Depository Participants) ("**UPI Channel**"). The UPI Channel for making Applications by Individual Investors will be made available in accordance with the UPI Circular.

13. All capitalized terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the same meaning ascribed to such terms under the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to be filed by the Company with SEBI, the Registrar of Companies, Mumbai and the Emerge Platform of National Stock Exchange of India Limited (collectively, "**Stock Exchange**"), as may be applicable. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Offer Documents shall prevail.

14. 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 having legal capacity;

(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) a reference to an Article, Clause, Section, Paragraph, Recital, Preamble, Schedule or Annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;

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

(h) references to any 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, consolidated, modified or re-enacted;

(i) references to the offer Documents shall mean the offer Documents as of their respective dates;

(j) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; and

(k) unless otherwise defined the reference to the word 'days' shall mean calendar days; and

(l) the Parties acknowledge and agree that the Annexures and Schedules attached hereto form an integral part of this Agreement.

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

15. All rights and obligations of the Company under this Agreement and in relation to the offer are several and not joint. The Company shall not be responsible for the acts, omissions or defaults of any other Party.

"**Affiliate**" with respect to any person means (a) any person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such person, (b) any person which is a holding company, subsidiary or joint venture of such person, and/or (c) any person in which such person has a "significant influence" or which has "significant influence" over such person, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 10% or higher interest in the voting power of that person are presumed to have a significant influence over that person. For the purpose of the definition of Affiliate, (i) the terms "holding company" and "subsidiary" have the meaning set forth in Sections 2(46) and 2(87), respectively of the Companies Act, 2013 and (ii) Group Companies (if any), Promoters and Promoter Group are deemed to be the sole Affiliates of the Company.

"**Agreement**" means this Registrar Agreement entered into between the Parties.

"**Allotment**", "**Allot**" or "**Allotted**" shall mean the allotment of Equity Shares pursuant to the offer.

"**Allotment Advice**" means the Note or advice or intimation of Allotment sent to the Bidders who have been or are to be Allotted the Equity Shares after the Basis of Allotment has been approved by the Designated Stock Exchange.

"**Applicable Law**" shall mean any applicable law, statute, bye law, regulation, guideline, circular, order, regulatory policy (including any requirement or notice of any regulatory body), listing agreements with **Stock Exchange** (as hereinafter defined), order of any court or directive, delegated or subordinate legislation in any applicable jurisdiction, inside or outside India.

"**Application Supported by Blocked Amount**" or "**ASBA**" shall mean the application, whether physical or electronic, used by a Bidder to apply for Equity Shares authorising a SCSB to block the Bid Amount in their specified bank account maintained with the SCSB.

"**Arbitration Act**" shall mean the Arbitration & Conciliation Act, 1996, as amended, from time to time.

"**Assignment**" shall mean the activities and services to be performed by the Registrar and Share Transfer Agent to the Offer under this Agreement.

"**Basis of Allotment**" shall mean the basis on which Equity Shares will be Allotted to successful Bidders under the Offer and which is described in paragraph titled *"Basis of Allotment"* forming a part of ***Offer Procedure***" of the DRHP, RHP and Prospectus.

"**Bid/ Offer Closing Date**" shall mean the date after which the BRLM and registered intermediaries will not accept any applications, and which shall be notified in all Editions of English daily newspaper, a Hindi daily newspaper and a regional daily newspaper, each with wide circulation.

"**Bid/ Offer Opening Date**" shall mean the date on which the BRLM and registered intermediaries shall start accepting applications, and which shall be the date notified in all Editions of English daily newspaper, a Hindi daily newspaper and a regional daily newspaper, each with wide circulation.

"**Board**" shall mean the board of directors of the Company.

"**BRLM**" shall mean book running lead manager to the Offer, i.e. **GRETEX CORPORATE SERVICES LIMITED.**

"**Companies Act**" means the Companies Act, 1956 and/or the Companies Act, 2013, as applicable.

"**Companies Act, 1956**" means the Companies Act, 1956, as amended (without reference to the provisions thereof that have ceased to have effect upon the notification of the Notified Sections).

"**Companies Act, 2013**" means the Companies Act, 2013, to the extent in force pursuant to the notification of the Notified Sections.

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

"**Control**" shall have the meaning attributed to such term under the SEBI ICDR Regulations, read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; and the terms "**Controlling**" and "**Controlled**" shall be construed accordingly.

"CDSL" shall mean the Central Depository Services (India) Limited, a depository registered with the Securities and Exchange Board of India under the Depositories Act, 1996.

"Dispute" shall mean any disagreement, claim, controversy, or dispute arising out of or in connection with this Agreement, including its interpretation, performance, breach, termination, or validity.

"**Draft Red Herring Prospectus**" or "**DRHP**" shall mean the draft offer document to be issued in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Offer.

"**Offer Documents**" shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus, Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the Bid cum Application Form (including the Abridged Prospectus) and the pricing supplement, including all supplements, corrections, amendments, corrigenda, notices to investors, thereto.

"**Offer Period**" shall mean period between the Offer Opening Date and the Offer Closing Date inclusive of both days, during which Bidders can submit their applications, including any revisions thereof.

"Offer Price" shall mean the price at which the Equity Shares are allotted to successful Bidders and such price shall be determined by the Company in consultation with the BRLM.

"**Offered Shares**" shall have the same meaning ascribed to in Recital 1;

"NSDL" shall mean the National Securities Depository Limited, a depository registered with the Securities and Exchange Board of India under the Depositories Act, 1996.

"**Price Band**" The Price Band and the minimum Bid Lot size for the Offer will be decided by our Company in consultation with the BRLM and will be advertised, at least two Working Days prior to the Bid/ Offer Opening Date, in (i) all edition of English National newspaper, (ii) all editions of Hindi National newspaper, and (iii) regional edition of daily newspaper, each with wide circulation. Such advertisement will also disclose the relevant financial ratios calculated at the Floor Price and the Cap Price and will also be available on the websites of the Stock Exchange.

"**Promoters**" shall mean the promoters of the Company, as defined in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus;

"**Promoter Group**" shall mean the persons and entities constituting the promoter group of the Company in terms of Regulation 2(1) (pp) of the SEBI ICDR Regulations and disclosed in the Draft Red Herring Prospectus and proposed to be disclosed in the Red Herring Prospectus and the Prospectus.

"**Prospectus**" shall mean the offer document to be registered with the RoC after the Pricing Date in accordance with Section 26, 28 and Section 32 of the Companies Act, 2013, and the provisions of the SEBI ICDR Regulations containing, *inter alia*, the Offer Price that is determined at the end of the Book Building Process, the size of the Offer and certain other information.

"**Public Offer Account**" means an account opened with the Bankers to the Offer by our Company under Section 40 of the Companies Act, 2013 to receive monies from the Escrow Account(s) the Designated Date and to which the funds shall be transferred by the SCSBs from the ASBA Accounts.

"**Red Herring Prospectus**" or "**RHP**" shall mean the Offer document to be issued in accordance with Section 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be issued and the size of the Offer. The Red Herring Prospectus will be registered with the RoC at least three days before the Bid/ Offer Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date.

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

"Registrar of Companies" or **"ROC"** shall mean the Registrar of Companies having jurisdiction over the Company under the Companies Act.

"Registrar and Share Transfer Agent to the Offer" or "RTA" shall mean Maashitla Securities Private Limited, appointed as the Registrar and Share Transfer Agent to the Offer under this Agreement.

"Self-Certified Syndicate Bank" or "SCSB" shall mean a bank registered with Securities and Exchange Board of **India** which offers the ASBA facility to investors in public issues.

"SEBI" shall mean the Securities and Exchange Board of India, established under the Securities and Exchange Board of India Act, 1992.

"SEBI Act" shall mean the Securities and Exchange Board of India Act, 1992, as amended, from time to time.

"**Stock Exchange**" shall have the same meaning as defined under Section 2(ggg) of SEBI ICDR Regulations.

"**SEBI ICDR Regulations**" shall mean Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time

"SEBI RTA Regulations" shall mean the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 and/or the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 2025, as applicable.

"UPI" or **"Unified Payments Interface"** shall mean the real-time payment system developed by the National Payments Corporation of India that enables investors to block funds and make payment for applications in public issues in accordance with Applicable Law.

"UPI Circulars" shall mean the circulars, guidelines and notifications issued by the Securities and Exchange Board of India and/or the National Payments Corporation of India governing the use of the UPI mechanism in public issues, as amended from time to time.

"**U.S. Securities Act**" the United States Securities Act of 1933.

"**Working Day**" shall mean all days, other than 2nd or 4th Saturday of the month, Sunday or a public holiday, on which commercial banks in India are open for business, provided however, with reference to (a) announcement of Price Band; and (b) Bid/ Offer Period, "Working Days" shall mean all days excluding Saturdays, Sundays and public holidays, which are working days for commercial banks in India are open for business

NOW THEREFORE, the Parties do hereby agree as follows:

1. The Company and the Selling Shareholders hereby appoints Maashitla Securities Private Limited as the "Registrar to the Offer" and Maashitla Securities Private Limited hereby accepts such appointment by accepting the terms of appointment and signing this Agreement. Further, the Registrar shall not be construed to be an agent of the Company and the Selling Shareholders, in any other manner whatsoever. For avoidance of doubt, it is clarified that this Agreement does not in any way bind the Company to appoint Maashitla Securities Private Limited as the Registrar and Share Transfer Agent ("**RTA**") of the Company. The Company has the absolute right to appoint any other agency as its RTA. In the event of appointment of any agency other than Maashitla Securities Private Limited or its associates as RTA, the Registrar shall transfer/part with any and all data pertaining to the investors in the Offer or Equity Shareholders available to it by virtue of being the Registrar to the Offer in a format compatible to the RTA appointed by the Company, without any additional charges.

2. The Registrar hereby undertakes to perform and fulfill the Assignment, as described herein, and to provide such other functions, duties, obligations and services as are required in accordance with applicable law in respect of the Offer (including the rules and regulations prescribed by the SEBI and applicable provisions of the Companies Act). The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that such functions, duties, obligations and services are performed in a professional and timely manner.

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

3. The Registrar declares and undertakes that:

(a) This Agreement has been duly authorized, executed and delivered by it, and constitutes a valid and legally binding obligation of the Registrar, enforceable against it in accordance with the terms hereof. The execution and delivery of this Agreement, and its performance of its obligations hereunder by it, would not conflict with or constitute breach of any applicable law, any judgment, order or decree of any competent court or regulator, or any agreement, deed or undertaking entered into by it.

(b) It has obtained certificate of permanent registration from SEBI and that the certificate is valid from April 25, 2022 bearing **registration no. INR000004370** from SEBI which is valid permanently unless suspended or cancelled by SEBI (the "**Certificate**"). It shall also ensure that the certificate of registration shall remain in force at all times. The Registrar will keep the Company, the selling shareholder and the BRLM informed on an immediate basis if due to any reasons, its registration is cancelled, suspended or withheld or if it is prohibited or restricted from performing its Assignment by any regulatory authority. A copy of the registration certificate from SEBI is attached as **Schedule I** hereto;

(c) It has a clean track record and no penalty has been imposed upon it by SEBI in the past. It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred/suspended from carrying on its activities as a registrar by SEBI, including the activities in relation to this Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, the selling shareholder and the BRLM of the same and cooperate to establish alternate arrangements for carrying out the Assignment as may be necessary to complete the Offer as per the mandated regulatory timelines;

(d) It has connectivity with the depositories, namely the National Securities Depository Limited ("**NSDL**") and the Central Depository Services (India) Limited ("**CDSL**"), and the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance and disaster recovery system and net worth to honor its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Offer correspondence. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment indicated herein and that due care, diligence and caution shall be taken and endeavor to ensure that there are no errors in the Assignment to be performed by the Registrar.

(e) It shall perform the Assignment with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the RTA Regulations and all other applicable rules, regulations, directions and guidelines, circulars, and notifications issued by SEBI including the SEBI ICDR Regulations and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the selling shareholder BRLM and the Bidders, and that it will not take up any activities which are likely to be in conflict with its own interests, interests of the Company, the BRLM, and investors or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time;

(f) It shall make adequate disclosure to the Company, the Selling Shareholders and the BRLM of the potential areas of conflict of interest and duties, which is likely to impair its ability to render fair, objective and unbiased services;

(g) It shall carry out its Assignment and complete all the formalities accurately, diligently, and within the specified time limits as per the relevant statutes, including without limitation, the SEBI ICDR Regulations and rules, regulations and bye-laws prescribed by the stock exchanges, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI Listing Regulations**") and the listing agreements, to be entered into by the Company with EMERGE platform of National Stock Exchange of India Limited/ SME platform of BSE Limited (together the "**Stock Exchanges**"), as the case may be. The Registrar shall also duly notify the Company, the selling shareholder and the BRLM of any likely delay in completion of any of the activities forming part of the Assignment or the formalities related thereto. The Registrar shall also duly notify the Company, the selling shareholder and the BRLM of any errors committed while completing any of the activities forming part of the Assignment and the formalities related thereto;

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

(h) It shall ensure that the demographic details provided by the Bidders in the Bid cum Application Forms shall not be used by it for any purpose other than in relation to the Offer;

(i) It is not an associate and shall not be deemed to be an associate of the Company or the selling shareholder as mentioned under the RTA Regulations;

(j) It shall keep and maintain the books of account and documents specified in Regulations 14 and 15 of the SEBI RTA Regulations, in respect of three preceding financial years for a period of three years;

(k) It has not violated at any time the Code of Conduct prescribed under the RTA Regulations;

(l) It has the required infrastructure, facilities, personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth to honor its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Offer correspondence;

(m) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the services indicated herein and that due care, diligence and caution shall be taken and endeavor to ensure that there are no errors in the services to be performed by it. It shall immediately notify the Company, the selling shareholder and the BRLM of any delay or errors committed or likely to occur while completing any formalities;

(n) It shall co-operate and comply with any instructions the BRLM may provide in respect of the Offer provided that BRLM do not give any instructions which are in violation of any applicable rules and regulations;

(o) It is a 'fit and proper person' as per the criteria specified in schedule II of the SEBI (Intermediaries) Regulations, 2008, as amended;

(p) It has connectivity with the depositories, namely the National Securities Depositories Limited ("**NSDL**") and Central Depositories Services (India) Limited ("**CDSL**" together with NSDL referred to as the "**Depositories**") in this regard, shall provide all assistance to the company and BRLM in all other work incidental to, or connected with processing of electronic IDs application for issue/ refund/ allotment/ investor services/ listing permission/trading and procuring permissions;

(q) It is not subject to any litigation in, or injunction or order of, any court or regulatory authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the Registrar in relation to any public offering by a company;

(r) It shall keep the Company, the selling shareholder and the BRLM 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;

(s) The entry into this Agreement 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;

(t) In the event the Registrar is unable to continue to act as a Registrar to the Offer , at any point of time, due to any direction of any statutory or regulatory authority, it shall immediately inform the Company, the selling shareholder and the BRLM and take steps, in consultation with and as per the direction of the Company for a smooth transition of the Equity Shares data held by the Registrar at no cost to the Company and the selling shareholder for such transition to another registrar as may be appointed by the Company in consultation with the BRLM; and

(u) This Agreement has been duly authorised, 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 this Agreement 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.

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

4. The Company and the Selling Shareholder(s) hereby declare that they have complied with and agree to comply with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations and other relevant statutes, rules, regulations and guidelines to enable them to make the Offer. The Company and the Selling Shareholder(s) also agree that they will co-ordinate with the Registrar and that they will not give any instructions which are in violation of any applicable rules, regulations and guidelines issued by SEBI and any other relevant statutory/regulatory authority. In case the Company and the selling shareholder(s) give any instructions, which are not in conformity with the applicable laws, the Registrar shall immediately notify the Company and the Selling Shareholder(s) in writing about such instructions pursuant to which Company will be free to withdraw / modify such instructions.

5. This Agreement entered into between the Company, the Selling Shareholder(s) and the Registrar is for engaging MSPL as the Registrar to the Offer and does not in any way bind the Company to appoint MSPL as the registrar and share transfer agent of the Company. The Company has the absolute right to appoint any other agency as its registrar and transfer agent. In the event of appointment of any other agency as the registrar and transfer agent other than MSPL or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholder(s) available to the Registrar by virtue of being the Registrar to the Offer in a format compatible to the registrar and transfer agent appointed by the Company without any additional charges.

6. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule II** hereunder, which functions, duties and obligations are inclusive and not exhaustive and are generally in conformity with the model agreement contemplated under the RTA Regulations. The Parties may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the underwriting agreement, cash escrow agreement, share escrow agreement, syndicate agreement, the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the Abridged Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the Bid cum Application Form, the Anchor Investor Application Form, including all supplements, corrections, amendments, corrigenda, notices to investors, thereto (collectively, the "**Offer Documents**") to be issued by the Company in relation to the Offer. The Registrar hereby consents to the inclusion of its name as the Registrar to the Offer in the Offer Documents and in all such other documents as are required for the Offer.

7. Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:

(a) Liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number ("**ISIN**") and for finalizing the tripartite agreements to be entered into with the Depositories, if applicable;

(b) Liaising with the Company for dematerialization of its Equity Shares held by its existing shareholders including the Promoters and the Promoter Group, prior to filing of the DRHP;

(c) To enter into an 'Underwriting Agreement' with the Company, the selling shareholder the BRLM and the 'Syndicate Agreement' in terms of which the members of the Syndicate shall fulfil their underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Underwriting Agreement;

(d) Reviewing the sections related to the Offer procedure in the DRHP, the RHP and the Prospectus and offering its comments;

(e) To enter into a 'Share Escrow Agreement' with the Company, the Selling Shareholder(s) and the BRLM in terms of which the Selling Shareholder shall prior to the filing of the Red Herring Prospectus open a share escrow account ("**Share Escrow Account**") with the Registrar wherein the Selling Shareholder shall transfer the shares offered by them ("**Offered Shares**"). The Registrar shall operate the Share Escrow Account in terms of the instructions issued by the BRLM and in terms of the Share Escrow Agreement;

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

(f) Provide detailed instructions to the Bankers to the Offer, SCSBs, members of Syndicate, Collecting Depository Participants ("**CDPs**"), sub-Syndicate members/ agents, Registrars and Transfer Agents registered with SEBI ("**RTAs**") and Registered Brokers who are authorized to collect ASBA Forms from the Bidders in relation to the Offer (collectively, the "**Designated Intermediaries**"), including the format and timeline of receipt of information;

(g) Providing/ specifying the format to the Designated Intermediaries in which information in relation to ASBA is required;

(h) Intimation on the amount of processing fees payable to SCSBs in respect of syndicate ASBA and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs;

(i) Intimating to the Designated Intermediaries before opening of the Offer, the basis of the commission payable, the Bid/ Offer Opening Date and Bid/ Offer Closing Date/time, including details of revision in Price Band, Floor Price, Bid/ Offer Period, if any;

(j) Providing inputs for finalizing the Bankers to the Offer;

(k) Follow up with Bankers to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Banker to the Offer and SCSB and advising the members of the Syndicate to be appointed by the BRLM through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;

(l) It shall be the sole responsibility of the Registrar to procure and collect the final certificates from all the SCSBs, including the syndicate SCSBs, participating in the Offer, on the closure of the Offer;

(m) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on the letterhead/ stamped, have been received within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;

(n) To obtain from the Depositories the Demographic Details of the Bidders (including PAN and MICR code) and check this data with the Bid file and highlight any discrepancies. In the event that the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category;

(o) To review the sections related to Offer procedure in the Offer Documents and confirm their accuracy;

(p) Collecting within the timelines provided and as specified by the Company and the Book Running Lead Manager:

i. The Bid cum Application Forms from the Designated Intermediaries and the Anchor Investor Application Forms from the BRLM;

ii. The electronic Bid file/ data from the Stock Exchange;

iii. The aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary;

iv. Soft and hard copies, as applicable, of bank schedules, reconciled data and final certificates from all centres of the SCSBs and with respect to Anchor Investors, the Anchor Investor Application Forms from the BRLM and the data/information with respect to the Bid Amount of Anchor Investors from the Bankers to the Offer; and

v. The PAN, DP ID, Client ID and other Demographic Details of valid beneficiary accounts from Depositories,

in each case, in accordance with the instructions of the Company and the BRLM and reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company and the BRLM and the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines;

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

(q) The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms;

(r) To process all Bids along with bank schedules received from the Designated Intermediaries in respect of the Offer and the electronic Bid file received from the Stock Exchange in respect of the Offer;

(s) To advise the Designated Intermediaries through the Stock Exchange of the mismatches, if any, that may warrant a correction of Bid data;

(t) To prepare a physical book on the basis of Bids received from Anchor Investors and delivering the same to the Company and the BRLM;

(u) To screen, identify and list Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI, the Stock Exchange and other relevant government bodies and as specified in the Offer Documents and rejecting such Bid cum Application Forms in consultation with the Company and the BRLM. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchange without reference to the psychical Bid cum Application Forms;

(v) On closure of the Offer, to collect the Bid file from Stock Exchange/ the BRLM and validate the DP ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary (through the BRLM) and BRLM of the erroneous Bids which will be considered as invalid;

(w) Deliver the Bid file received from the Stock Exchange containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required to all the SCSBs who shall use such information for due validation;

(x) To inform the Designated Intermediaries and the BRLM of any errors in the Bid details, along with advice to send the rectified data within a specified date;

(y) To reconcile the compiled data received from the Stock Exchange and all SCSBs, and match the same with the depository database for correctness of DP ID, Client ID and PAN;

(z) To reject the Bids in case the DP ID, Client ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchange by the Designated Intermediaries and SCSBs do not match with the DP ID, Client ID and PAN available in the depository database and which have not been rectified by the SCSB within the specified date;

(aa) To reject the Bids made by duplicate copies of the same Bid cum Application Form (i.e. two Bids bearing the same unique identification number);

(bb) To forward the exception report to the Stock Exchange for dissemination to the Designated Intermediaries no later than one Working Day from the Bid/ Offer Closing Date;

(cc) To coordinate with the Bankers to the Offer (in case of Bids by Anchor Investors) and Designated Intermediaries (in case of all other Bids) for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Bankers to the Offer and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with the Applicable Law;

(dd) Deliver the Bid file received from the Stock Exchange containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required to all the SCSBs who shall use such information for due validation;

(ee) To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications and as specified in the Offer Documents;

(ff) To complete validation of beneficiary account details;

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

(gg) To ensure that SCSBs applying through the ASBA process shall apply in the Offer through a separate account opened with another SCSB, and reject Bids by SCSB under technical grounds if the former is not complied with;

(hh) To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the BRLM and the Company;

(ii) To prepare the complete list of valid applications (after all rejections), and present the same category-wise;

(jj) To communicate to the BRLM, and the Company at the earliest in the event of a discrepancy between Bids registered online system of the Stock Exchange and the SCSB's data;

(kk) To provide exceptions to enable the Companys and the BRLM to take decision on the Bids;

(ll) To enter accurate data based on physical Bid cum Application Forms for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;

(mm) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, on the basis of which the Basis of Allotment will be finalise;

(nn) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and Individual Investors. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within one Working Day from the closure of the Offer;

(oo) To prepare a technical rejection list based on the electronic Bid files received from the Stock Exchange;

(pp) To send the Confirmation Allocation Note ("**CAN**") to the Anchor Investors and the Allotment Advice to Bidders, as applicable who have been Allotted Equity Shares in the Offer;

(qq) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable SEBI ICDR Regulations;

(rr) To deliver the Bid file received from the Stock Exchange containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required by the SCSBs who shall use such information for validation at their end;

(ss) To provide correct data in time, and in no event later than two Working Days from the closure of the Offer, to enable the Company and the BRLM to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;

(tt) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company and the BRLM, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on the approved Basis of Allotment and to assist the Company in its corporate action for credit of Equity Shares upon allotment/lock-in for pre-Issue capital (except for Offered Shares) within two (2) Working Days from the Bid/ Offer Closing Date and in giving instructions to the Depositories to carry out lock-in for the pre-Issue capital (except the Offered Shares) as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within two (2) working days from the closure of the Offer;

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

(uu) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, the Designated Intermediaries and the BRLM including:

(i) Bids from the online bidding system of the Stock Exchange and Bids furnished by Designated Intermediaries and the Book Running Lead Manager;

(ii) Particulars relating to the allocation and Allotment of Equity Shares against valid Bids;

(iii) Particulars relating to the requisite money to be transferred to Public Offer Account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and

(iv) Particulars relating to, rejected/ withdrawn/ unsuccessful Bids.

(vv) To specifically record cases of multiple Bids and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchange and the data validated from the Depositories;

(ww) To prepare distribution schedule and analysis form (for purposes of the Stock Exchange or the Company);

(xx) Prepare the following registers and other data:

(i) Top 50/100/200 shareholders (for the Stock Exchange);

(ii) Allotment registers;

(iii) Register of members;

(iv) Index of members;

(v) Return of Allotment (for the Registrar of Companies);

(vi) Cross Reference Register; and

(vii) Postal journal for documents mailed.

(yy) To ensure that the allotment made is correct and timely uploading of the correct file in the depository system is made;

(zz) To co-ordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects;

(aaa) Post communication of the Basis of Allotment by the Company, to prepare the list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account, as applicable to the Public Offer Account and from Escrow Account to the Refund Account, as applicable;

(bbb) Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to the controlling branches of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account within the timelines specified under SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 and SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016:

(i) Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders;

(ii) Amount to be transferred from the relevant ASBA Account or the Escrow Account to the Public Offer Account (or the refund account if so required), for each valid ASBA Bid or Anchor Investor

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

Bid and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under applicable law;

(iii) The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under applicable law;

(iv) Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Offer or the SCSBs to refund the amount or unblock the relevant bank accounts, as the case maybe.

(ccc) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA bank accounts/ issuance of instructions for refund to the Anchor Investors, as the case may be, all within the timelines prescribed under the Offer Documents, this Agreement, the SEBI ICDR Regulations and other applicable circulars and regulations issued by the SEBI;

(ddd) To give instructions to the concerned Depository for credit of Equity Shares to the successful Bidders and ensure that correct credit to respective demat accounts is made in timely manner, as specified in the Offer Documents and required under applicable legislations, rules and regulations issued by SEBI;

(eee) In accordance with instructions received from the Company, giving instructions to the concerned Depository for credit of Equity Shares to the successful Bidders after the approval of Allotment of Equity Shares by the Board and ensuring that correct credit to respective demat accounts is made in timely manner, as specified in the Offer Documents and required under applicable legislations, rules and regulations issued by SEBI;

(fff) To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submit the same to the Stock Exchange and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed;

(ggg) To give instructions to the Depositories to carry out lock-in for the pre- Offer share capital and receive confirmation from the Depositories;

(hhh) To dispatch letters of Allotment/Allotment Advice, CAN, unblocking intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents, subject to certain cases kept in abeyance in consultation with the Company and the BRLM and assist the Company and the BRLM in filing of the confirmation of refund dispatch with the Stock Exchange. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and as included in the Offer Documents;

(iii) To issue duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Bank that the original is not paid and stop has been noted against the same;

(jjj) To revalidate refund orders, where permitted;

(kkk) To carry out due procedures in relation to processing of multiple applications as provided in the Offer Documents;

(lll) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLM;

(mmm) Finalization of various post- Offer monitoring reports such as final post- Offer monitoring report, along with relevant documents/certificates, in consultation with the post- Offer BRLM and the Company, to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate and the Bankers to the Offer;

(nnn) To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/ Offer Period and after closing of the Offer , as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

maintained for a period of at least three years subject to any commercial agreement with the Company for storage of such records and are made available to the Company at regular intervals.

(ooo) To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post- Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company and the BRLM;

(ppp) To submit relevant documents to the Stock Exchanges for the purpose of obtaining listing approvals;

(qqq) To settle investor complaints and grievances pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from the SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company, the selling shareholder and the BRLM during the Offer Period and after closing of the Offer ;

(rrr) To assist the Company, the Selling Shareholder(s) and BRLM in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with the Designated Stock Exchange;

(sss) To coordinate with the Refund Bank(s) for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;

(ttt) In accordance with applicable law, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected);

(uuu) To initiate corporate action to Allot Equity Shares to the successful Bidders after the approval of Allotment of Equity Shares by the Board;

(vvv) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within two Working Days from the date of closure of the Offer or within such timeline as prescribed by SEBI;

(www)To ensure that the Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement;

(xxx) To ensure timely deposit of the Equity Shares in the Share Escrow Account and to ensure that the transfer of the Offered Shares from the Selling Shareholder to the successful Bidders is undertaken in a timely manner;

(yyy) To give instructions to transfer the funds from the Anchor Investor Escrow Account to the Public Offer Account in accordance with the Offer Documents and applicable laws;

(zzz) To consolidate the list of subscriptions received through the underwriters to the Offer and evaluating their performance and to prepare statement of selling commission payable, if any, and arrange for their dispatch;

(aaaa) To provide data to assist the Company and the BRLM in publishing Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre- Offer, Bid/ Offer Opening/Closing advertisements have appeared earlier;

(bbbb) To provide weekly reports to the Company and the BRLM on the (i) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to Anchor Investors; and (ii) status of redressal of investor complaints received in the format specified by the Company and the Book Running Lead Manager;

(cccc) To capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage payable to the Book Running Lead Manager and the Designated Intermediaries based on the terminal from which the Bid has been uploaded.

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

(dddd) To provide detailed statements for payment of brokerage, including providing within two Working Days, the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012 and as disclosed in the Offer Documents. The payment to CDPs and RTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/ 11/2015 dated November 10, 2015 and as disclosed in the Offer Documents. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with applicable law;

(eeee) To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI Circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, the SEBI Circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016;

(ffff) Where the Registrar is required to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;

(gggg) To provide assistance to the Company, the Selling Shareholder(s) and the Book Running Lead Manager in all other work incidental to or connected with processing of electronic Bids, applications for issue/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories; and

(hhhh) To provide in a timely manner all accurate information to be provided by it under this Agreement.

8. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under applicable law, including the SEBI RTA Regulations and for the minimum duration prescribed under applicable law, which include without limitation, the following:

(a) All Bid cum Application Forms received from Bidders in relation to the Offer;

(b) All the electronic records relating to Bids received from all Designated Intermediaries including Bids taken from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the BRLM and the Designated Intermediaries;

(c) All the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected/withdrawn or unsuccessful Bid cum Application Forms (including ASBA Bid cum Application Forms);

(d) Particulars relating to rejected/withdrawn/unsuccessful bids including ASBAs;

(e) Particulars relating to all the rejected Bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the Depositories database;

(f) Basis of allocation of Equity Shares to the successful Bidders including the ASBA Bidders as finalized by the Company and the selling shareholder in consultation with the BRLM and designated stock Exchange, along with relevant annexures and details;

(g) Demographic Details obtained from the concerned Depositories;

(h) Rejecting Bids in case the DP ID, Client ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries do not match with the DP ID, Client ID and PAN available in the Depositories' database and have not been rectified by the SCSB(s) within the specified date;

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

(i) Matching and validating the DP ID, Client ID and PAN in the Depositories' database vis-à-vis the electronic Bid file obtained from the Stock Exchanges and providing a file of the error Bids, which will be considered as invalid, to the BRLM;

(j) Terms and conditions of the Equity Shares;

(k) List of names of successful and unsuccessful Bidders of the Equity Shares, including successful ASBA bidders and unsuccessful ASBA bidders;

(l) Records pertaining to ASBAs taken from the electronic bidding system of the Stock Exchange(s) and ASBAs furnished by SCSBs, the Syndicate and the Registered Brokers in respect of the Offer;

(m) Particulars relating to the allocation and Allotment of the Equity Shares against valid ASBAs;

(n) Particulars relating to monies to be transferred to the public offer account and refunds to be made to Bidders;

(o) Particulars relating to the monies to be transferred to the Company against valid ASBAs;

(p) Details of multiple Bids submitted by ASBA bidders (determined on the basis of common PAN) and rejected by the Registrar;

(q) Refund orders dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation and issue of duplicate refund orders;

(r) Reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/ blocked amount received from the SCSBs, BRLM and the Bankers to the Offer and match the same with the Depositories' database for correctness of DP ID, Client ID and PAN;

(s) Reconciliation between funds deposited in the Escrow Collection Banks (in respect of anchor/ underwriter) or any of their correspondent banks and total of amounts stated in Bid cum Application Forms received in the Offer;

(t) Details of files in case of refunds to be sent by electronic mode, such as NECS/NEFT/RTGS etc.;

(u) details of the demand drafts issued, if any;

(v) Records of correspondence in respect of investor complaints, grievances or queries;

(w) Records of investor communication, including withdrawal requests, and communication for verifying DP ID details;

(x) Records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned; if any

(y) Record of pre-printed Offer stationary like allotment advice showing details of such stationary received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;

(z) Complaint register containing details of the date of receipt of complaints, particulars of complainant, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly; and

(aa) Such other records as may be specified by SEBI, the Company, the SCSBs and/or the BRLM for carrying on the activities as Registrar to an Offer.

Subject to the provisions of any other law and commercial arrangements with the Company for storage of application forms beyond six months, the Registrar shall preserve all aforesaid records and documents for a minimum period of three years from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company, the selling shareholder and the BRLM with any report that is required by them using the information specified above in a timely manner.

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

9. The Registrar shall not, and shall assure that its officers, employees and agents shall not, either before or after the termination of its appointment hereunder, divulge to any third party any confidential information about the Company and the Selling shareholder(s) or the Offer or the demographic details given by/of the Bidders, which comes to its knowledge pursuant to its appointment hereunder.

10. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper allotment and transfer of the Equity Shares, dispatch of instructions to SCSBs to unblock the bank accounts of the respective ASBA Bidders pursuant to approval of basis of Allotment by the Designated Stock Exchange, and dispatch of refund orders without delay, including providing the Escrow Collection Banks with the details of the monies and any surplus amount to be refunded to the Bidders. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Escrow Collection Banks and/or any of their correspondent banks and/or the SCSBs, as the case may be.

11. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

12. The Registrar shall ensure that:

(a) investors shall be sent first response within three Working Days after receipt of complaint;

(b) the enquiries/ complaints from Bidders, including ASBA Bidders are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;

(c) the Registrar has a proper system to track, address and redress investor complaints;

(d) For the electronic Bids which are rejected as invalid because of DP ID/Beneficiary Account ID or PAN particulars captured by the members of the Syndicate, capture the name and address as and when received from the Escrow Collection Banks and send refunds to the investors in physical form at the earliest;

(e) it shall provide status update at periodic intervals to the BRLM, the Company and the Selling Shareholder(s).

(f) adequate steps are taken for proper allocation of Equity Shares and refund of application monies without delay and as per applicable law;

(g) the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid; and

(h) it maintains an insider list in accordance with the directions of the Company.

(i) the Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

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

(a) creation of false market;

(b) price rigging or manipulation;

(c) passing of unpublished price sensitive information to any third party, including without limitation, brokers, members of the Stock Exchanges and other intermediaries in the securities market or taking of any other action which is not in the interest of the investors;

(d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall, either on their respective accounts or through their associates or family members, relatives or friends, indulge in any insider trading; and

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

(e) neither it nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer; and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

14. The Registrar represents and warrants to the Parties to this Agreement that:

(a) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;

(b) it has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws;

(c) it will immediately notify the Company if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;

(d) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; and

(e) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for six years following termination of this Agreement.

15. Immediately on receiving instructions from the Company, the selling shareholder and BRLM, the Registrar shall dispatch all the refund orders within the period specified in the Offer Documents. The Offer stationery including CAN, if any letters of allocation and allocation advice, shall be kept ready and handed over to the Registrar by the Company within two days from the date of closure of Offer. If the Company is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs to unblock the bank accounts of the respective ASBA Bidders within the period stated in the Offer Documents on receiving the instruction to do so from the Company, the Registrar shall be liable to indemnify the Company and the for the cost incurred by the Company in paying the interest as per the applicable law. If the Company is made liable to compensation/damages for delay in credit of shares to investors accounts, where such delay is attributable to Registrar's failure to credit the shares within the stipulated time/reasonable time/ time mentioned in the Offer Documents, rules etc., the Registrar shall be liable to indemnify the Company for such compensation/damage, loss etc. incurred by the Company or the BRLM as the case may be.

16. To coordinate with the Refund Banks for dispatch of refunds, if any wherever the refund sent through electronic modes have bounced. In case of refunds through electronic means like NECS, NEFT, Direct Credit or RTGS etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or depository(ies) and provide the Refund Bank(s) with the requisite details and files.

17. In case of Employee Reservation, Equity Shares within the Employee Reservation Portion shall be allotted to persons identified in the list provided by the authorised representative of the Company certifying that such persons are bona fide employees of the Company or its holding company, subsidiary companies or any material associate company of the Company who are Eligible Employees as defined in the Offer Documents, as per the procedure specified in the Offer Documents.

18. The Company and the Selling Shareholder(s) agree that the Registrar will not hand over any Bid cum Application Form or other documents/records pertaining to the Offer to any other person (except to the BRLM, the SCSBs and the Stock Exchanges) until the completion of dispatch of allotment letters, refund orders, credit of shares etc. Provided that the Registrar may hand over any Bid cum Application Form or other documents/records relating to the Offer to the BRLM, the SCSBs and the Stock Exchanges with prior notice of such disclosure to the Company.

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

The Company agree that they will have access to the applications/documents pertaining to the Offer at the office of the Registrar only as provided herein. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without any prior written consent of the Company.

19. The Registrar will handle the Offer work from its office at New Delhi, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Offer.

20. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of allotment letters/ allotment/ allocation advice, share certificate etc. within two Working Days from the date of closure of the Offer. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and the selling shareholder.

21. The Registrar will extend necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily. The Company and the selling shareholder shall also extend all necessary assistance to the Registrar in such matters.

22. The Registrar shall maintain close coordination with the Syndicate, Bankers to the Offer, Refund Bank and the SCSBs in monitoring the flow of Bid cum Applications Forms, processing of the Bid cum Applications Forms and shall seek necessary help from the BRLM, as and when required. The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. In the case of over subscription, allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the allotment process smoothly and speedily. The Company and the selling shareholder shall also extend necessary help to the Registrar in such matters.

23. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents, in consultation with the Company and the BRLM

24. The Registrar will finalize various post- Offer monitoring reports such as the three-day report, the final post- Offer monitoring report, along with relevant documents/certificates, in consultation with the post- Offer BRLM and the Company, to be submitted to the SEBI within the stipulated time.

25. The Company agree to hand over to the Registrar the impression of the common seal (or equivalent thereof) at the time of clearing the art works of pre-printed share certificates (if any) or two sets of common seal of good quality if the Company possesses it.

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

27. The Registrar shall extend all necessary support the Company, the Selling Shareholder(s), the BRLM, and the SCSBs as may be required for the smooth and speedy functioning of the ASBA process.

28. The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchange and SEBI, as applicable.

29. The Registrar and the Company agree that the fees and charges payable to the Registrar for handling the Assignment shall be as specified in **Schedule III** hereunder written, and after deducting all taxes, duties and levies as per applicable law.

30. The Registrar shall provide such information and data as required by the BRLM with intimation to the Company and the selling shareholder and provide certificates as may be reasonably requested by the Book Running Lead Manager, including at the stage of closure of the Offer, rejection of Bids, etc.

31. The Selling Shareholder(s) and the Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc. In the event, there is any loss incurred by the Company for the acts mentioned herein which acts have been committed by the Registrar. Notwithstanding the forgoing, the Registrar shall indemnify the Company for such loss.

For Oremet Alloys and Castings Limited	**For Selling Shareholder**	**For Selling Shareholder**	**For Maashitla Securities Private Limited**
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla **Designation: Managing Director** **DIN: 06667574**	**Mr. Yash Vardhan Birla**	**Mr. Abhishek Birla**	**Name: Mr. Mukul Agrawal** **Designation: Director** **DIN: 03532454**

32. In the event of a complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event caused by *force majeure*, any of the Parties may terminate this Agreement. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 15 working days from the date on which the event of force majeure occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 15 working days-notice to the other Party of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the work till termination of the contract. Additionally, the Company and the selling shareholder shall be entitled to terminate this Agreement immediately in the event of (i) a cancellation or suspension of the Registrar's certificate of registration by SEBI, or (ii) in case the SEBI debars the Registrar from carrying on its activities, or (iii) the Registrar is in any way prohibited, either by an order of a competent court or in any other manner, from carrying on registrar and share transfer agent activities. In the event the Company in consultation with the BRLM decides not to proceed with the Offer, this Agreement shall stand terminated, pursuant to a written notice from the Company to the Registrar, and the Registrar would be paid by the Company only to the extent of services rendered by it till such termination in proportion to the number of Equity Shares offered by them in the Offer.

33. In the event the Company and the Selling Shareholder(s), in consultation with the BRLM decide not to proceed with the Offer, this Agreement shall stand terminated, and the Registrar would be paid only to the extent of services rendered by it until such termination. Further, the Company may terminate this Agreement with or without cause, upon giving thirty days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid only to the extent of services rendered by it until such termination; provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company and the Selling Shareholder in writing.

34. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company or their newly appointed Registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer. Should this Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.

35. The Registrar shall redress complaints of all the Bidders including ASBA Bidders within 7 days of receipt of the complaint during the currency of this Agreement and, shall continue to do so during the period it is required to maintain records under the RTA Regulations, and the Company shall extend necessary cooperation to the Registrar for its complying with the said Regulations. The Registrar shall provide a status report of investor complaints and grievances on a fortnightly basis to the Company. Similar status reports should also be provided to the Company as and when required by the Company.

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

37. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered by the Registrar, the Registrar shall ensure that the Registrar, at its own cost, take all measures to rectify such defaults and the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Company, their directors, officers, employees and agents for any liability arising out of such error or failure to deliver the services contemplated in this Agreement. The Company shall be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults within period of 2 days of receipt of written notice of such breach by the Company. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three working days upon being instructed by the Company, transfer all the documents in their possession including shares, to any other registrar/depositary as instructed by the Company.

38. The Registrar shall, at all times, act with due diligence, care and skill while discharging the Assignment. The Registrar shall indemnify and keep indemnified and hold harmless the BRLM and the Company and its directors, officers, employees and successors and their respective agents, affiliates and advisors from and against all suits, claims, actions, losses and demands which may be made or commenced against the Company by any Bidders (including ASBA Bidders) for or holder of the Equity Shares issued or other third party against the Company as a consequence of any act or omission of or any failure or deficiency or error on the part of the Registrar or any of its officers, employees or agents in performing the Assignment and services hereunder. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified and hold harmless the BRLM and the Company, its directors, officers, employees and agents for any liability arising out of such error or failure of the

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

Registrar's duties, obligations, responsibilities and services. The Registrar shall further indemnify and refund all costs incurred by the Company, its affiliates and each of its directors, officers, employees, agents and successors in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory or regulatory authority or a court of law.

39. The Registrar may have to provide certain information regarding the Bidders including ASBA bidders, as may be required under any legislation or regulation, regarding the applicants to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement.

40. The Company will bear expenses for legal action, which have taken for no lapse on the part of the Registrar but for any eventuality which arise in connection with the Offer.

41. Any notice, communication or documents may be given by personal delivery or registered post. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered/speed post on expiration of three working days after the notice etc., shall have been delivered to the post office for onward dispatch.

42. All notices to the parties shall be address as under:

To the Company:
Oremet Alloys and Casting Limited
CIN: U74999RJ2020PLC071042
Address: 19 Floor Room No 12 Chatterjee International, Park Street Area,
Middleton Row, Kolkata, West Bengal-700071
Kind Attn: Mr. Yash Vardhan Birla
Designation: Managing Director
Contact No: +91 9831873748
Email: info@oremetalloys.com

To the Registrar:
MAASHITLA SECURITIES PRIVATE LIMITED
CIN: U67100DL2010PTC208725
Kind Attn: Mr. Mukul Agrawal
Designation: Director
Address: 451, Krishna Apra Business Square,
Netaji Subhash Place, Pitampura
New Delhi-110034
Tel: +91 11-47581432
E-mail: ipo@maashitla.com

To the Selling Shareholder-I:
Mr. Yash Vardhan Birla
Address: 93, Fl 2/C 16, Deshpran Shasmal Road, Tollygunge,
Kolkata- 700033, West Bengal, India
Tel: +91 9831873748
E-mail: birla.yash2@gmail.com

To the Selling Shareholder-II:
Mr. Abhishek Birla
Address: 93, 1/C 6, Asha Apartments, Deshpran, Shasmal Road,
Tollygunge Kolkata- 700033, West Bengal, India
Tel: +91 9831511722
E-mail: abhishekbirla1@yahoo.com

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

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

44. The Parties agree that non-compliance of any of the covenants contained herein by either Party shall be reported to SEBI within seven days by the other Party and shall also be reported to the BRLM immediately.

45. 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.

46. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 15 days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Registrar, one by the Company and one jointly by the appointed arbitrators). All proceedings in any such Arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The Arbitration shall take place in New Delhi. The Parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties.

47. Subject to the above Clause 44, all disputes, if any arising out of the Assignment shall be subject to the courts having jurisdiction in New Delhi. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.

48. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company and the BRLM.

49. No Party shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party (provided that such consent shall not be unreasonably withheld or delayed).

50. Unless terminated earlier in accordance with its terms, this Agreement shall be valid until the expiry of one year from the date of closing of the Offer, provided that Clauses 9, 13, 14, 15, 35, 36, 37, 38, 40, 41, 42, 43 and this clause 46 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company.

51. If any provision/s of the Agreement is held to be prohibited by or invalid under applicable law or becomes inoperative as a result of change in circumstances such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.

52. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).

53. 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.

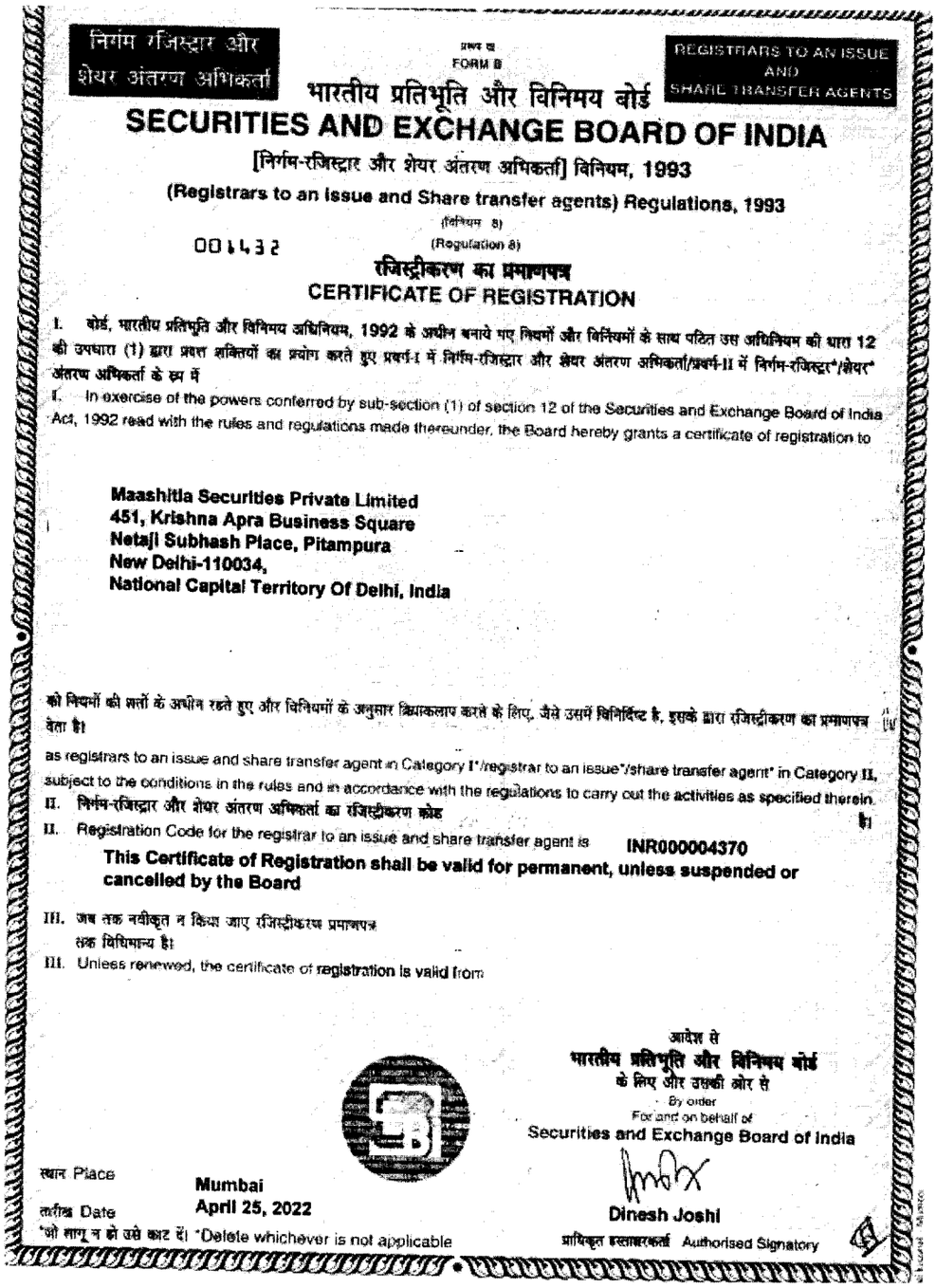
For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Oremet Alloys & Castings Limited			MAASHITLA SECURITIES PVT. LTD. DELHI
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

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

FOR AND ON BEHALF OF **OREMET ALLOYS AND CASTING LIMITED LIMITED** **Authorised Signatory**	FOR AND ON BEHALF OF **MAASHITLA SECURITIES PRIVATE LIMITED** **Authorised Signatory**
SELLING SHAREHOLDER **YASH VARDHAN BIRLA**	**SELLING SHAREHOLDER** **ABHISHEK BIRLA**
Witnessed By: 1) Khushboo Ray Kolkata - 700150	**Witnessed By:** 1) Kolkata - 700159

SCHEDULE I

CERTIFICATE OF REGISTRATION



निगम रजिस्ट्रार और शेयर अंतरण अभिकर्ता

प्रपत्र ख
FORM B

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनिमय बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

[निगम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993

(Registrars to an Issue and Share transfer agents) Regulations, 1993

(विनियम 8)
(Regulation 8)

001432

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

I. बोर्ड, भारतीय प्रतिभूति और विनिमय अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-I में निगम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निगम-रजिस्ट्रार*/शेयर* अंतरण अभिकर्ता के रूप में

I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to

Maashitla Securities Private Limited
451, Krishna Apra Business Square
Netaji Subhash Place, Pitampura
New Delhi-110034,
National Capital Territory Of Delhi, India

को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करने के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।

as registrars to an issue and share transfer agent in Category I*/registrar to an issue*/share transfer agent* in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.

II. निगम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड है।

II. Registration Code for the registrar to an issue and share transfer agent is **INR000004370**

This Certificate of Registration shall be valid for permanent, unless suspended or cancelled by the Board

III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तब तक विधिमान्य है।

III. Unless renewed, the certificate of registration is valid from

आदेश से
भारतीय प्रतिभूति और विनिमय बोर्ड
के लिए और उसकी ओर से
By order
For and on behalf of
Securities and Exchange Board of India

स्थान Place **Mumbai**
तारीख Date **April 25, 2022**

Dinesh Joshi
प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

*जो लागू न हो उसे काट दें। *Delete whichever is not applicable

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

SCHEDULE II

Allocation of activities pertaining to the Assignment between the Company and the Registrar

	Activity	Party Responsible
I.	**PRE- OFFER WORK**	
1.	Finalisation of the Bankers to the Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Company in consultation with the BRLM
2.	Design of Bid cum Application Form, ASBA Bid cum Application Form, bank schedule, pre-printed stationery, all of whom should be in conformity with applicable laws, rules and regulations	Company in consultation with the BRLM and Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by the Designated Intermediaries	Registrar in consultation with the BRLM
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries	Company in consultation with the BRLM
5.	Placing of orders for and procuring pre-printed stationery.	Registrar in consultation with the Company
II.	**OFFER RELATED WORK**	
1.	Expediting dispatch of applications, final certificate from controlling branches of SCSB, Bankers to Offer and obtain the electronic bid data (including ASBA bid data) from the Stock Exchange(s)	Registrar
2.	(a) Collection of applications along with final certificate and schedule pages from controlling branches (b) Collection of Bid cum Application Forms from the Designated Intermediaries (c) Processing all Bid cum Application Forms in respect of the Offer (d) Upon closure of the Offer, collect the Bid file from the Stock Exchanges and validate the DP ID, Client ID and PAN with the depository database and provide a file through the BRLM to the concerned Depository Participantof the error bids which will be considered as invalid	Registrar
3.	Informing Stock Exchange/SEBI and providing necessary certificates to BRLM on closure of the Offer	Company / Registrar
4.	Preparing Underwriter statement in the event of under subscription and seeking extension from Stock Exchange for processing	Registrar/ Company/BRLM
5.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
6.	Transcribing information from documents to magnetic media for computer processing	Registrar
7.	Reconciliation of complied data received from Stock Exchange(s) in respect of details of collection/ blocked amounts received from the Bankers to the Offer and SCSBs	Registrar
8.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID and PAN quoted in the Bid downloaded from the stock exchanges	Registrar
9.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database Reconciliation on a regular basis of the data in the Bid registered on the online system of the Stock Exchanges with the bank statement of the Escrow Collection Banks and informing the Company at the earliest in the event of any discrepancy	Registrar
10.	Eliminating invalid Bids and Bids below Offer price	Registrar
11.	Uploading of beneficiary account details to depositories	Registrar
12.	Identify based on the electronic bid file received from the stock exchanges and the bank schedule data received from SCSBs without reference to the physical forms and/or its enclosures and rejection of	Registrar in consultation with the BRLM and Company

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

	Activity	Party Responsible
	applications with technical faults and multiple applications with reference to regulations/ procedures. Registrar and Share Transfer Agent to the Offer to prepare list of technical rejection case including rejected Bids based on mis-match between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar and Share Transfer Agent to the Offer, Company and BRLM	
13.	Preparation of inverse number for applicable categories	Registrar
14.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLM and the Designated Stock Exchange keeping a proper record of application and monies received from the Bidders and	Registrar
15.	Co-ordinating with, assisting Company for lock-in instructions and to give instructions to the Depositories to carry out lock-in for the pre-Issue share capital/Anchor lock-in and receive confirmation from the Depositories	Registrar
16.	Finalising basis of allotment after approval of the Designated Stock Exchange	Company in consultation with the BRLM/ Registrar
17.	Preparation of fund transfer schedule based on the approved allotment and Preparation of list of allottees entitled to be allocated equity shares	Registrar
18.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/Registrar
19.	Once basis of allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account with in the timelines specified by SEBI: (i) Number of shares to be allotted against each valid ASBA; (ii) Amount to be transferred from relevant bank account to the Company's Account, for each valid ASBA; (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account. (iv) Details of rejected ASBAs, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs to unblock the respective bank accounts.	Registrar and BRLM
20.	Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by Stock Exchange for applicable categories	Registrar
21.	Preparation of allotment register-*cum*-return statement, index register, register of members (soft copy)	Registrar
22.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar
23.	Preparation of list of brokers to whom brokerage is to be paid and providing Syndicate Members' performance	Registrar
24.	Printing of Allotment Advice	Registrar
25.	Scrutiny and processing of applications received from the Designated Intermediaries	Registrar
26.	Printing of distribution schedule for submission to the Stock Exchange	Registrar
27.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
28.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode for Anchor Investors	Registrar
29.	Preparation of register of members and specimen signature cards (if required)	Registrar
30.	Overprinting of allotment advices and refund orders	Registrar
31.	Mailing of documents by registered post/Speed Post/Ordinary Post	Registrar

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

	Activity	Party Responsible
32.	Binding of application forms, application schedule and computer outputs	Registrar
33.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value	Company
34.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and applicable law	Registrar
35.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ BRLM
36.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors	Registrar
37.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
38.	To ensure that the equity shares are issued and transferred to persons and entities in accordance with the provisions of the RHP and the Prospectus	Registrar/ Company
39.	Establishing proper grievance redressal mechanism during the period of the Offer and after the closure of the Offer, as per Offer Documents and to ensure settlement of all investor complaints	Registrar/ Company
40.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Offer opening/ closing advertisements have appeared earlier	Company in consultation with the BRLM
41.	Providing all the relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the BRLM. Providing information for Form FC-GPR / FC-TRS, other forms for filing with Reserve Bank of India / relevant authorities in relation to allotment of shares / receipt of funds from NRIs, FIIs, non-residents etc. Finalizing various post- Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ Post-Offer BRLM. Co-ordinating with the Stock Exchanges and Company, in consultation with the BRLMs, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer.	Registrar

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454

SCHEDULE III

Fees Payable to the Registrar

The following is our fee structure for all the activities in a Book Built Process Proposal:

Sr. No.	PARTICULAS	UNIT	Amount (₹)
1.	Processing Fee	₹ 1/- per Application Subject to minimum of	₹ 75,000/-
2.	Validating Depository Details		
3.	Preparation of files to ASBA, Syndicate and UPI banks for blocking/ unblocking of investors' account		
4.	Reconciliation between bid files & amount blocked by ASBA, Syndicate and UPI Banks		
5.	Finalizing Basis of Allotment		
6.	Investor servicing, Uploading and Hosting Investor Allotment / non allotment information on RTI Website		
7.	Email Intimation for unblocking/allotment	₹ 1/- per email	
8.	Sending SMS to applicants as per new SEBI circular dated April 20, 2022	₹ 1/- per SMS	
9.	Out-of-pocket Expenses	As Per Schedule below	

* Taxes to be paid separately on the above-mentioned charges.

The charges towards adequate Insurance cover, Audit, and charges payable to the Depositories for Credit of Shares in the respective account of Investors, will be made directly by the company to the Insurance Company/ Depositories. The Insurance policy would cover risk arising out of fraud, forgery, errors of commission/omission, etc. Charges payable to RTA for credit of shares in the respective account of Investors to be payable separately.

Reimbursement of other expenses

The Cost of easy read computer stationery, labor charges and other material inputs, postage, envelopes, binding sealing, conveyance and travel expenses, telephone/telex/fax/telegram expenses, courier charges, (including Speed Post charges), taxes and levies, miscellaneous correspondence with investors, etc., will have to be reimbursed by the Company on actual basis. Supporting Bills/vouchers will be forwarded to the Company wherever possible, and in the event of specific bills not being available, billing will be done on an approximate basis.

Pre-printed stationery
All pre-printed stationery, such as allotment advices, CAN-cum-Refund orders, envelopes and other related items will be supplied to us by the company so as to reach us at least 5 days in advance of the date of mailing.

Note: Advance of ₹ 15,000/- Plus GST to be paid at the time of signing of this agreement.

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For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Maashitla Securities Private Limited
Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	Mr. Yash Vardhan Birla	Mr. Abhishek Birla	Name: Mr. Mukul Agrawal Designation: Director DIN: 03532454