



तमिलनाडु TAMILNADU

CAMEO CORPORATE SERVICES LIMITED

17 JAN 2025

DK 838822

M.S. CHANDRAMOULI
STAMP VENDOR
LIC No. 0004/88/B1
New No. 133/3, T.H. Road
Tirupur, Coimbatore-600 005.
Phone : 044-48592446

THIS REGISTRAR AGREEMENT

BETWEEN

CAMEO CORPORATE SERVICES LIMITED (THE REGISTRAR TO THE ISSUE),

ICODEX PUBLISHING SOLUTIONS LIMITED (THE ISSUER COMPANY)

AND

KAMALAKKANNAN GOVINDARAJ AND CHETAN SHANKARLAL SONI (THE SELLING SHAREHOLDERS)

This agreement (the "Agreement") is made on the 05th of February 2025.

BETWEEN

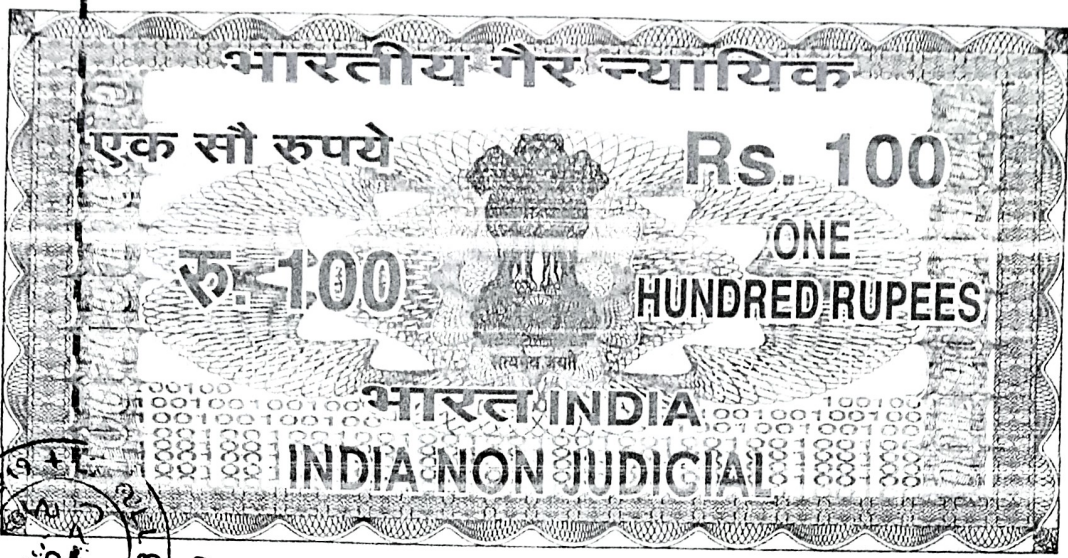
CAMEO CORPORATE SERVICES LIMITED, a Company within the meaning of the Companies Act, 2013 bearing CIN: U67120TN1998PLC041613 and having its Registered Office at 'Subramanian Building', No.1, Club House Road, Chennai 600002, and represented by its Director, Mr. R.D.RAMASAMY having DIN No. 01649263 (hereinafter referred to as "THE REGISTRAR" which expression shall unless repugnant to the context or meaning hereto, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

Icodex Publishing Solutions Ltd

Director



17 JAN 2025

CAMEO CORPORATE SERVICES LIMITED

DK 838823

M.C. CHANDRAMOULI
DIRECTOR
LIC No. 003/126/B1
New No. 1000, T.H. Road
Tamil Nadu - 600 005.
Phone: 044-46592446

AND

ICODEX PUBLISHING SOLUTIONS LIMITED, a company within the meaning of the Companies Act 2013, having CIN: U72900PN2018PLC176870 and having its Registered Office at 102, First Floor, Suman Business Park, Kalyani Nagar, Viman Nagar, Pune - 411014, Maharashtra, India (hereinafter referred to as "THE COMPANY" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its Successors and permitted assigns), of the SECOND PART.

AND

Kamalakkannan Govindaraj residing at D 401, Ivory Society, Baif Road, near Moze Engg College, Wagholi, Pune, Maharashtra - 412207.

AND

Chetan Shankarlal Soni residing at 363, Centre Street, Opp. Karachi Sweet Mart Camp, Pune City, Maharashtra - 411 001

(Kamalakkannan Govindaraj and Chetan Shankarlal Soni are hereinafter referred to as "The Promoter Selling shareholders" or "Selling Shareholders" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), of the THIRD PART.

For CAMEO CORPORATE SERVICES LIMITED

R.D. RAMASAMY
Director

Icodex Publishing Solutions Ltd

Chetan

Director

WHEREAS

- A. The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of INR 10 each of the Company (the "Equity Shares"), comprising a fresh issue of upto 31,95,600 Equity Shares by the Company ("Fresh Issue") and an offer for sale of upto 7,24,800 Equity Shares held by the Promoter Selling Shareholder ("Offered Shares") (the "Offered Shares") (such offer for sale, the "Offer for Sale") (the Fresh Issue together with the Offer for Sale, the "Offer") in accordance with the Companies Act (defined below), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations") and other applicable law, at such price as may be determined through the book building process under the SEBI ICDR Regulations and agreed to by the Company, in consultation with the Promoter Selling Shareholder and the Book running lead manager (the "Offer Price"). The Offer may include allocation of Equity Shares to certain Anchor Investors, in consultation with the Book running lead manager, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations; and (ii) outside the United States, in offshore transactions in reliance on Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") and the applicable laws of the jurisdictions where offers and sales occur.
- B. The Company has been authorized to proceed with the Fresh Issue and offer for sale, pursuant to the resolution passed by the Board of Directors at its meeting held on August 28, 2024. Further the Issue structure was finalized by the Board in its meeting held on February 05, 2025.
- C. The Registrar is registered with the SEBI as a Registrar to an Issue and has a Registration Certificate bearing number INR 000003753.
- D. The Company has approached the Registrar to act as Registrar to the Issue in accordance with the terms and conditions specified in this Agreement (the activities pertaining to the Registrar as the registrar to the Issue are hereinafter referred to as the "Assignment") and the Registrar has agreed to accept the Assignment.
- E. The Registrar is required to enter into an agreement with the Company, *inter alia*, to define the allocation of duties and responsibilities between the Registrar and the Company, in pursuance of which the Registrar and the Company have agreed to enter into this Agreement.
- F. SEBI by its circular (CIR/CFD/14/2012) dated October 4, 2012, and circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 has made it mandatory for all bidders (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 above-mentioned circulars also provide a mechanism to enable the Syndicate and sub-Syndicate members to procure Bid cum Application Forms submitted under the ASBA process from prospective Bidders.
- G. Additionally, SEBI by its circular (CIR/CFD/14/2012) dated October 4, 2012, has introduced a mechanism for Bidders to submit Bid cum 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 Issue documents filed on or after January 1, 2013, and therefore, shall apply to this Issue.
- H. SEBI by its circular (SEBI/HO/CFD/DIL2/CIR/P/2018/138) dated November 1, 2018, in relation to streamlining 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 Retail Individual Investors through intermediaries (i.e., Registered Stockbrokers, Registrar and Transfer Agents and

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

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Director

Depository Participants) ("UPI Channel"). The UPI Channel for making Applications by Retail Individual Investors will be made available in accordance with the UPI Circular.

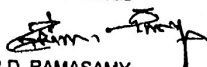
- I. All capitalised terms used and not specifically defined in this Agreement shall have the meaning ascribed to such terms under the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to be filed with the Stock Exchange and the RoC, as applicable.

NOW THEREFORE THE COMPANY AND THE REGISTRAR DO HEREBY AGREE AS FOLLOWS:

1. The Company hereby appoints the Registrar as Registrars to the said Public Issue and the Registrar accepts such appointment.
2. The Registrar hereby undertakes to perform and fulfil such functions, duties and obligations and to provide such services as are mentioned herein.
3. The Registrar declares and undertakes that:
 - (a) It has obtained a certificate of Permanent Registration from SEBI as per the provisions of Regulation 8A of Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agent) Regulations, 1993.
 - (b) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred or suspended by SEBI from carrying on its activities as a registrar.

It shall perform the Assignment with the highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III to the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, and shall act in an ethical manner in all its dealings with the Company, investors etc., and that it will not take up any activities which are likely to be in conflict with its own interests, interests of the Company and investors or contrary to or in violation of the directions issued by SEBI.
 - (c) It shall carry out the Assignment and complete all the formalities within the specified time limits as per the relevant statutes, SEBI Guidelines and stock exchange regulations:
 - (d) The Registrar shall immediately notify the Issuer and the Book running Lead Manager about any likely delay in completion of any of the formalities.
 - (e) It has the requisite infrastructure, facilities, personnel, capability and net worth to comply with its obligations under this Agreement.
 - (f) It shall ensure that adequate resource, including qualified manpower, is dedicated in the performance of the Assignment, and that there are no errors in the services to be performed by the Registrar.
 - (g) It is a 'fit and proper person' as per the criteria specified in Schedule II of the SEBI (Intermediaries) Regulations, 2008, as amended.
 - (h) It has connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and the Central Depositories Services (India) Limited ("CDSL"), and shall provide all assistance to the Company and Book running lead Manager in all other work incidental to, or connected with processing of electronic Bids application for issue / refund / allotment / investor services / listing permission / trading and procuring permissions.
4. The Company hereby confirms that it has satisfied itself about the capability of the Registrar to handle the assignment
5. The Company hereby declares that it has complied with and agrees to continue to comply with all statutory formalities under the Companies Act, the SEBI Guidelines and other applicable legislation, rules, regulations and guidelines to enable it to make the said public

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

Icodex Publishing Solutions Ltd



Director

issue. The company also agree that it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any rules, regulations and guidelines issued by SEBI.

6. The Company and the Registrar agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in Schedule I hereto, which is indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended. The Registrar agrees to undertake all the responsibilities listed for the Registrar herein, as well as in the Underwriting Agreement, Escrow Agreement, Syndicate Agreement, the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus to be issued by the Company in relation to the said public issue (collectively, the "Transaction Documents"). The Registrar agrees to the inclusion of its name as the Registrar to the Issue in all such documents as required for the said public issue.
7. The Registrar and the Company hereby agree that the fee and charges payable to the Registrar for handling the Assignment shall be as specified in Schedule II hereto.
8. Without prejudice to the above, the Registrar's functions in relation to the said public issue shall include, without limitation, the following:
 - (a) Collecting Final Certificates from ASBA bankers in respect of the Issue.
 - (b) Maintaining a proper record of applications and monies received from investors and paid to the Company/Bankers to the said public issue.
 - (c) Providing accurate data in a timely manner to enable the Company to finalise the basis of allocation and allotment in coordination with the Designated Stock Exchange, for timely approval of the basis of allotment.
 - (d) Preparation of a list of allottees entitled to allocation of Equity Shares, post communication of the basis of allotment by the Company.
 - (e) Ensuring correct credit to the respective demat accounts in a timely manner, as specified in the Transaction Documents and required under applicable legislation, rules, regulations and guidelines.
 - (f) Ensuring that allotment made is correct and timely uploading of the correct file in the depository system.
 - (g) Coordinating with the concerned depository and ensuring that the number of Equity Shares allocated to each category of bidders is correct in all respects.
 - (h) Dispatching of share certificates, refund orders, credit of shares to the allottees' demat accounts within the timeframe indicated in the Transaction Documents, subject to certain cases being kept in abeyance in consultation with the Company/Book Running Lead Manager (BRLM). It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of ECS/RTGS/NEFT pursuant to SEBI's circular SEBI/CFD/DIL/DIP/18/2006/20/1 dated January 20, 2006, and as provided in the Transaction Documents.
 - (k) Carrying out due procedures in relation to processing of multiple applications, as provided in the Transaction Documents; and
 - (l) Complying with procedures for monitoring the activities of intermediaries.
9. The Registrar shall maintain necessary records in relation to the Issue, including, without limitation, the following:

FOR CAMEO CORPORATE SERVICES LIMITED

R.D. RAMASAMY
Director

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Director

- (a) All applications received from investors in relation to the Issue.
- (b) All rejected applications along with reasons thereof.
- (c) Basis of allocation of Equity Shares to investors as finalised by the Company in consultation with the Designated Stock Exchange, along with relevant annexures.
- (d) Terms and conditions of offer of the Equity Shares.
- (e) Details of allotment of the Equity Shares.
- (f) List of names of successful and unsuccessful bidders of the Equity Shares.
- (g) Particulars of allocation/allotment of the Equity Shares for the Issue.
- (h) Particulars relating to monies to be transferred to the public offer account and refunds to be made to bidders.
- (i) Refund amount sent to investors in respect of application monies received from them in response to the Issue.
- (j) Reconciliation between funds deposited in the Escrow Bank and total of amounts stated in Bid Cum Application Forms received in the Issue.
- (k) Details of files in case of refunds to be sent by ASBA.
- (l) Such other records as may be specified by SEBI, the Company and/or the BRLM for acting as the Registrar to the Issue.

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

10. The Registrar shall ensure that:

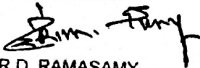
- (a) The enquiries/complaints from applicants/investors are dealt with adequately and in a timely manner in accordance with applicable, rules, regulations and guidelines.
- (b) The Registrar has a proper system to track and address investor complaints; and
- (c) Adequate steps are taken for proper allocation of Equity Shares and refund of application monies without delay and as per applicable law.

11. 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 markets.
- (b) Price rigging and manipulation.
- (c) passing of unpublished price sensitive information to brokers, members of the stock exchanges and other intermediaries in the securities market, or taking of any other action that is not in the interest of the investors; and
- (d) Any insider trading, either by itself or through its directors, partners, managers, associates or relatives.

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

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

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Director

13. The Registrar will handle the Issue work from its office(s) at 'Subramanian Building', V Floor, No.1, Club House Road, Chennai 600002, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the said public Issue.
14. The Registrar shall extend all necessary assistance to the public representative deputed by the Designated Stock Exchange. In case of an over-subscription, allotments shall be made in the presence of a stock exchange representative.
15. The Issue stationery including refund orders, letters of allocation and allocation advice, shall be kept ready and handed over to the Registrar by the Company within 3 days from the date of closure of Issue and the Company shall be responsible for any delay on this account.
16. The company agrees to take special contingency insurance policy to cover risk rising out of fraud, forgery, errors of commission/omissions, etc.
17. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for despatching of Allotment Advice, brokerage warrants, etc. On allotment, the Registrar shall submit an estimate of work done and funds required for postage. The Registrar shall maintain a proper account of expenses incurred by it on behalf of the Company.
18. The Company agrees that formats of all reports, statements, share certificates, if any and other documents shall be in conformity with the standard designs approved by the stock exchange.
19. Should there be major change in the date of opening of the issue from that indicated above or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious sustained, political or industrial disturbance or in any event caused by *force majeure*, this Agreement may be terminated with mutual consent. The advance amount paid to the Registrar at the time of signing of this agreement shall not be refunded, in case of termination of this agreement however, the Registrar shall continue to be responsible for the work till termination of the contract. Additionally, the Company shall be entitled to terminate this Agreement in the event of a cancellation or suspension of the Registrar's certificate of registration by SEBI, or in case the SEBI debars the Registrar from carrying on its activities.

In the event, the Company, in consultation with the Lead Manager, decides not to proceed with the Issue, this Agreement shall stand immediately terminated without the Registrar having recourse to compensation from the Company. Further, the Company may terminate this Agreement with or without cause upon giving 10 days' notice to the Registrar of its intention to terminate the Agreement. Should the Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination. The advance amount paid to the Registrar at the time of signing of their agreement shall not be refunded, in case of termination of this agreement. However, the Registrar shall continue to be responsible for this Agreement until termination of this Agreement. Such termination would be effective only when the new registrar is appointed for the Issue on the terms and conditions similar to the terms agreed upon herein and appropriate handover of data from the Registrar to the new registrar is carried out subject to fulfilling the requirements as may be prescribed by SEBI.

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

FOR CAMEO CORPORATE SERVICES LIMITED

R. D. RAMASAMY
Director

Icodex Publishing Solutions Ltd

Director

21. The Registrar's responsibility under the agreement will be restricted to the duties of the Registrar as agreed to herein and the Registrar will not be in any way construed to be an agent of the Company in its any other business in any manner whatsoever.
22. In the event of default of any of the duties and responsibilities of the Registrar, or error or omission in the services rendered by the Registrar, the Registrar shall, at its own cost, take all measures to rectify such defaults. Additionally, the Registrar shall be directly responsible for any liability arising out of such errors and omissions.
23. It is the Company, which is primarily responsible for Registrar's work, and Registrar shall act with due diligence, care and skill while discharging the work assigned to it by the Company. However, the Registrar shall indemnify the Company and its successors from and against all suits, claims, litigations, damages, actions, charges, costs, expenses, interest, notice, demand which may be made or commenced against the Company by any holder of the securities issued or other third party as a consequence of any failure, negligence or deficiency on the part of the Registrar in performing or fulfilling, providing any of its functions, duties, obligations and services hereunder. The Registrar shall further indemnify and refund all costs incurred by the Company, its affiliates, directors, officers, employees and agents, in addressing investor complaints, responding to queries raised by the SEBI or stock exchanges, which would otherwise have been the responsibility of the Registrar. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by them in good faith.
24. The Company will bear expenses for legal advice / action which may have to be taken for no lapse on the part of the Registrar but for any eventuality which may arise in connection with the Issue work.
25. Any notice, communication or documents may be given by personal delivery, registered post. The notice of communication or document shall be deemed to have been served upon the party to whom it is given if given by personal delivery when so delivered, if given by post on expiration of three days after the notice etc. shall have been delivered to the post office for onward despatch, and if given by fax upon transmission thereof. Provided that any notice etc. given by fax shall be confirmed in writing. All notices to the parties shall be addressed as under:

To the Company:

Address : ICODEx PUBLISHING SOLUTIONS LIMITED
 : Regd. Office: 102, First Floor, Suman Business Park, Kalyani
 Nagar, Viman Nagar, Pune – 411014, Maharashtra, India

Attention : Mr. Kamalakkannan Govindaraj, Managing Director.

Telephone : +91 9970800002

Email : kamal@icodexsolutions.com

To the Registrar:

Address : CAMEO CORPORATE SERVICES LIMITED,
 'Subramanian Building' No.1, Club House, Road, Chennai - 600 002

Attention : Mr. R. D. Ramasamy, Director.

Telephone : +91 44 - 2846 0425, 2846 0390

Facsimile : +91 44 - 2846 0129

Email : rdr@cameoindia.com

25. The Registrar and the Company agree that non-compliance of any of the covenants contained herein by either party shall be reported to SEBI within 7 days by the other party.
26. In the event of a breach by any party, the defaulting party shall have the right to cure such breach within a period of ten days of receipt of a written notice of such breach by

R.D. RAMASAMY
 Director

Director

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

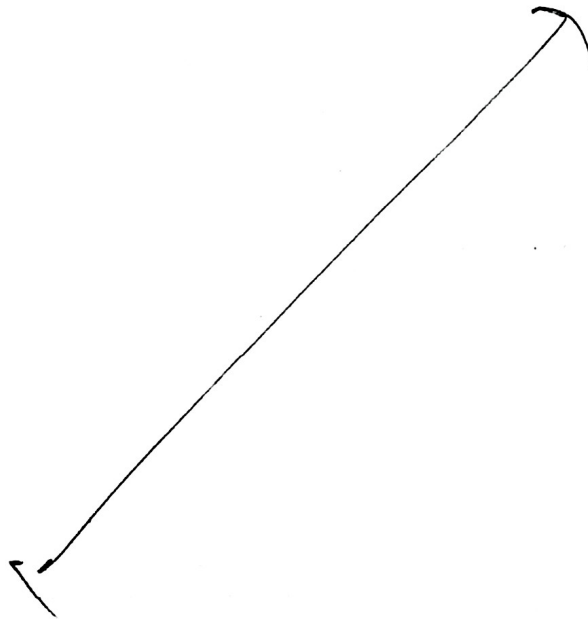
27. Subject to Clause 26 above, any disputes in connection with this Agreement shall be subject to courts having jurisdiction at Chennai.

The Registrar and the Company shall not be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties.

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

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

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



Icodex Publishing Solutions Ltd

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director


Director

For and on behalf of the REGISTRAR

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

Name: R.D RAMASAMY

Designation: DIRECTOR

Witnessed By:


Name: SREEPRIYA. K

Designation: EXECUTIVE VICE PRESIDENT & COMPANY SECRETARY

Icodex Publishing Solutions Ltd



Director

For and on behalf of the COMPANY
Icodex Publishing Solutions Ltd



Director

Name: chetan soni

Designation: Director

Witnessed By:



Name: Arun Balle

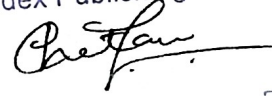
Designation: Accountant admin

For CAMEO CORPORATE SERVICES LIMITED



R.D. RAMASAMY
Director

Icodex Publishing Solutions Ltd



Director

Kamalakannan Govindaraj

Kamalakannan

Selling Shareholder

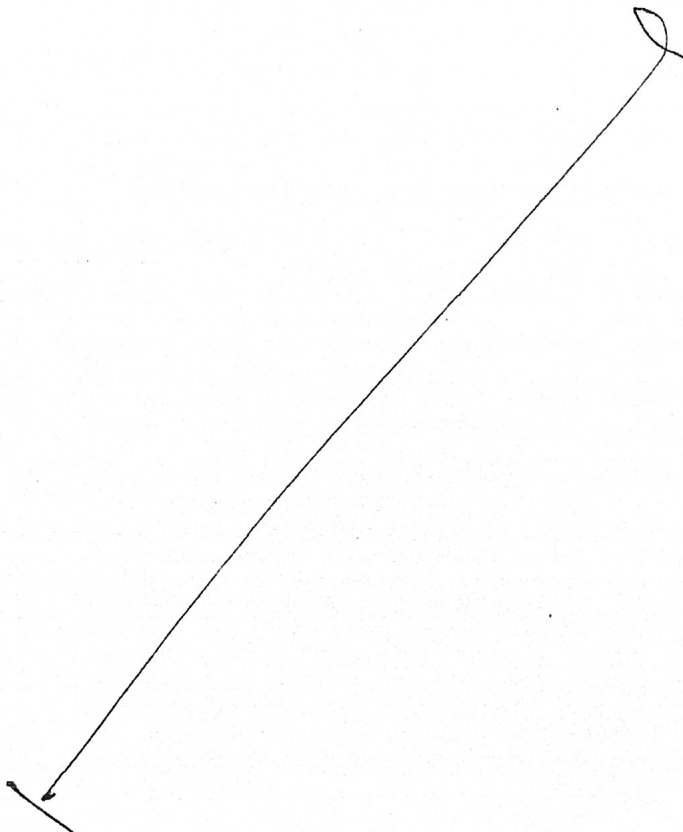
For CAMEO CORPORATE SERVICES LIMITED

R.D. Ramasamy
R.D. RAMASAMY
Director

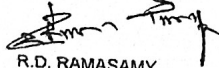
Chetan Shankarlal Soni



Selling Shareholder



For CAMEO CORPORATE SERVICES LIMITED



R.D. RAMASAMY
Director

Schedule I

Allocation of activities pertaining to the said Issue

Activity Responsibility

I Pre-Issue

Sr. No	Activity
1.	Cameo will assist the company in successfully obtaining the international Securities Identification Number (ISIN) from the depositories.
2.	Finalization of the Escrow Banks and list of Bidding Centres Registrar/ Company/Manager
3.	Design of application form, Bank schedule, and pre-printed Registrar / stationery, all of which should be in conformity with Company/Registrar applicable Laws, regulations, and guidelines
4.	Preparing and issuing detailed instructions on procedure to Registrar be followed by collecting and Bidding Centres / syndicate Members
5.	Arranging dispatch of applications, schedule for listing of Company applications to Bidding Centres
6.	Placing of orders for and procuring pre-printed stationery / Company

II During issue and post - Issue

Sr. No	Activity	Responsibility
1.	Collection of daily figures from Bidding Centres	Registrar
2.	Expediting dispatch of applications, final certificate from Registrar Escrow Bank and ASBA Banks	Registrar
3.	Collection of applications along with final certificate and schedule pages from Escrow Bank branches and ASBA Banks	Registrar
4.	Informing Stock Exchange / SEBI and providing necessary certificates to Managers on closure of Issue	Company/Registrar
5.	Receipt of Bid data from the Stock Exchanges	Registrar
6.	Sending of Error report to the Stock Exchanges	Registrar
7.	Receipt of final Bid data from Stock Exchanges and obtaining of demographic details from the depositories	Registrar
8.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
9.	Transcribing information from documents to magnetic media for computer processing	Registrar
10.	Reconciliation of number of applications, securities applied, and money received with final certificate received from the Escrow Bank	Registrar
11.	Matching with bid data and reconciliation with applications	Registrar
12.	Eliminating invalid bids and bids below issue price	Registrar
13.	Rejections on technical and other grounds in consultation with Manager/Company	Registrar
14.	Uploading of beneficiary account details to depositories	Registrar
15.	Matching with depository details	Registrar
16.	Identify of applications with technical faults and multiple applications with reference to guidelines) procedures	Registrar
17.	Preparation of inverse number for applicable categories	Registrar
18.	Preparation of statement for deciding basis of allotment by the Company in consultation with the Designated Stock Exchange	Registrar
19.	Finalising basis of allotment after approval of the stock exchange	Registrar/Company

For CAMEO CORPORATE SERVICES LIMITED

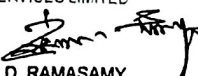

R.D. RAMASAMY
Director

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20.	Seeking extension of time from SEBI if allotment cannot be made within stipulated time	Company/Managers
21.	Allotment of shares on the basis of formula devised by Stock Exchange in respect of the Retail, Non-Institutional and Institutional	Registrar
22.	Obtaining certificate from auditors that the allotment has been made as per basis of allotment in respect of the Retail Non-Institutional and Institutional Categories	Company/Managers
23.	Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by Stock Exchange for applicable categories	Registrar
24.	Preparation of allotment register-cum-return statement Registrar index register	Registrar
25.	Preparation of list of brokers to whom brokerage is to be paid	Registrar
26.	Printing of covering letters for dispatching for refunding application money, printing of allotment advice-cum-refund order	Registrar
27.	Printing postal journal for dispatching allotment advice an Registrar refund orders by registered post	Registrar
28.	Printing of distribution schedule for submission to Stock Exchange	Registrar
29.	Taking corporate action for credit of shares of the Demat account of the allottees	Registrar
30.	Mailing of documents by registered post	Registrar
31.	Binding of application forms, application schedule and computer	Registrar
32.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value	Company / Registrar
33.	Issue of duplicate refund orders	Registrar
34.	Re-validation of refund orders.	Registrar
35.	To ensure that the equity shares are issued and transferred only to Resident Indians, NRIs and FIIs and QIBs registered with SEBI	Registrar
36.	To ensure that the issue equity shares are transferred to persons and entities in accordance with the provisions of the RHP and the Prospectus	Registrar

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

Icodex Publishing Solutions Ltd


Director

SCHEDULE – II

RATES FOR HANDLING PUBLIC ISSUE

I. APPLICATION PROCESSING AND PRINTING CHARGES

Sl. No.	Particulars	
1.	Processing fee	Re. 1.00/- per application
2.	ASBA Bid & UPI Bid Data vs FC	
3.	Validating Data pertaining to Depository option	
4.	Over printing of CAN's / Refund Orders	
5.	Preparation of Basis of allotment	
6.	Preparation of refund / unblocking data	
7.	Hosting Investor allotment & non-allotment Information on our website	
Irrespective of number of applications, the minimum fee Payable for the above activities is Rs. 50,000/- + GST		

II. OTHER CHARGES

Sl. No.	Particulars	
1.	Fee for follow up and for collection of Final Certificate and Bank Schedule data from controlling Banks / Branch	Rs. 250/- per Bank
2.	Preparation of basis of allotment	Rs. 5000/-
3.	Preparation of Listing related reports	NIL
4.	Handling and servicing of post issue investors queries either in person, on phone, written communication by email, fax etc. at H.O and from all our Investor Relation offices for a period of 2 months from the closure of Issue. Host Investor Allotment / Non allotment information on our website for 6 months.	NIL


III. OUT OF POCKET CLAUSE / OTHER TERMS AND CONDITIONS

- All stationery items (including continuous and non-continuous stationery) Envelopes, Postage, Batch Control Cards, Query Cards, Binding charges and cost of collection of applications will be charged at actuals. Supporting bills will be provided.
- All out of Pocket Expenses in connection with travelling including local conveyance, telephones/courier service charges and other incidentals shall be reimbursed at actuals. Supporting bills will be provided,
- The SMS sent to the applicants / investors will be charged @ Re. 0.50/- per SMS.

For CAMEO CORPORATE SERVICES LIMITED

Icodex Publishing Solutions Ltd


R.D. RAMASAMY
Director


Director

4. The E-Mail sent to the applicants / Investors will be charged @ Re. 0.50/- per E-Mail.
5. Our charges towards collection of applications will have to be settled soon after the services are rendered to you on receipt of our debit notes. It will take some time for us to receive from our agents the expenses incurred by them towards telephone, courier, local conveyance etc.

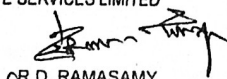
These expenses will be debited to you soon after receipt of advice from the agent and the amount should be settled within a period of 7 days from the receipt of our debit notes.
6. The Company shall supply all computer pre-printed stationery and envelopes etc., However, if the company so desire, Registrar can arrange for these supplies on your behalf at actual. All continuous stationery used for the issue work will be charged at actual. All postage expenses shall be paid in advance at estimated value.
7. Mailing / labour charges would be 35 paise per article and labour charges would be 30 paise per article.
8. It is in the Interest of the Company to take appropriate Insurance cover for all the Share Certificates, dividend warrants / refund orders if any from time to time, as it is taken delivery from various agents till it is received by the Investors.
9. As per the latest SEBI Guidelines our Company will handle the queries from the Investors for a period of 6 months from the date of completion of despatch.
10. The Registrar should neither be held responsible nor liable for failure of providing services specified in the quotation arising due to Force Majeure Conditions such as acts of God, which are beyond our control.
11. The Registrar undertakes to keep confidential the records, files, documents and other information that is / are made available during the course of their assignment, except as required to be disclosed to SEBI or other Government Agencies.
12. GST will be charged in addition.
13. The Annual Fee/charges, Corporate Action fee, bendem fee, etc., if any, to be levied by NSDL or CDSL in connection with the Depository Services will be directly paid by the company to the depositories.


TERMS OF PAYMENT


- I. An amount of Rs. 10,000/- to be paid as advance immediately after execution of this agreement.
- II. The balance fee will be paid immediately after despatch of Refund Orders / CAN.
- III. The Debit Notes raised towards reimbursement of expenses should be cleared within a week's time.

Icodex Publishing Solutions Ltd

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

 Director

निर्गम-रजिस्ट्रार और शेयर अंतरण अधिकारी	FORM B	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA [निर्गम-रजिस्ट्रार और शेयर अंतरण अधिकारी] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (Section 8) (Regulation 8) Regulation 8A रजिस्ट्रार का प्रमाणपत्र CERTIFICATE OF REGISTRATION / PERMANENT REGISTRATION		
001297		
1. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के अन्तर्गत 32 अंश (1) की धारा 12 की उपधारा (1) द्वारा प्राप्त शक्तियों का प्रयोग करते हुए प्रत्येक 1 में निर्दिष्ट रजिस्ट्रार और शेयर अंतरण अधिकारियों को 32 में निर्दिष्ट शर्तों के अन्तर्गत अंतरण अधिकारों का हक देता है। 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		
CAMEO CORPORATE SERVICES LIMITED "SUBRAMANIAN BUILDING" NO.1 CLUB HOUSE ROAD CHENNAI 600 002		
2. निम्नलिखित शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियान्वित करते के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रार का प्रमाणपत्र देता है। as registrars to an issue and share transfer agent in Category I/registrars 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. निर्गम-रजिस्ट्रार और शेयर अंतरण अधिकारियों का रजिस्ट्रार कोड II. Registration Code for the registrar to an issue and share transfer agent is INR000003763 This certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board III. जब तक नविकृत न किया जाए, रजिस्ट्रार का प्रमाणपत्र तक विधिवत है। III. Unless renewed, the certificate of registration is valid from		
स्थान Place	MUMBAI	जारी है भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By order For and on behalf of Securities and Exchange Board of India  K. SARAVANAN अधिकृत हस्ताक्षर / Authorized Signature
तारीख Date	JANUARY 13, 2012	
*यदि लागू न हो उसे हटा दें। *Delete whichever is not applicable		

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
 Director