



CX 654546

29 AUG 2023

S. Vannya Perumal

CAMEO CORPORATE SERVICES LTD., CHENNAI - 600 002.

S. VANVYA PERUMAL

AGREEMENT BETWEEN THE REGISTRAR TO AN ISSUE AND THE ISSUER COMPANY

REGISTRAR

No. 130/2, SRI SATHI SALAI,

ROYAPET, CHENNAI-600 014.

TAMILNADU, No: 2773/94

THIS AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") IS EXECUTED
AT CHENNAI ON 29th September 2023.

BETWEEN

SEPC LIMITED (Formerly known as Shriram EPC Ltd), a Public Limited Company within the meaning of the Companies Act, 2013 bearing CIN: L74210TN2000PLC045167 listed with The BSE & NSE Ltd. having its Registered Office at 'Bascon Futura SV' – 4th Floor, 10/1, Venkatanarayana Road, T.Nagar, Chennai – 600 017 and represented by its Chief Financial Officer, **Mr. R.S. Chandrasekharan** having PAN No: ACPPC0839G (hereinafter referred to as "**SEPC**" or the "**ISSUER COMPANY**", which expression shall, unless repugnant to the context or meaning hereto, be deemed to mean and include its successors and permitted assigns), of the ONE PART

AND

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 600 002, and represented by its Director, **Mr. R.D.RAMASAMY** having DIN No. 01649263 (hereinafter referred to as the "**COMPANY**" or 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 OTHER PART

For SEPC Limited

R.S. Chandrasekharan

R.S. Chandrasekharan
Chief Financial Officer

For CAMEO CORPORATE SERVICES LIMITED

R.D. Ramasamy

R.D. RAMASAMY
Director

The Issuer Company and the Registrar are hereinafter collectively referred to as the "Parties" and in the singular / individually as a "Party".

WHEREAS

- 1) The Company proposes to issue such number of fully paid-up equity shares of face value of Rs. 10/- each, on a rights basis to the existing equity shareholders of the Company as on the record date, ("Rights Equity Shares") **aggregating to Rs.49,90,00,000/- (Rupees forty nine crores and ninety lakhs only)** as determined by the by the Board of Directors of the Company (which term shall imply a committee constituted by the Board in this regard viz. "Rights Issue Committee") pursuant to the provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("SEBI ICDR Regulations"), and other applicable statutory and / or regulatory requirements, (hereinafter referred to as the "Issue"). The date of opening of the issue will be fixed later and intimated to the Shareholders hereinafter referred to as "the said issue".
- 2) The Registrar is a Securities and Exchange Board of India ("SEBI") registered registrar to an issue having Registration No. INR 000003753 and the Issuer Company have approached the Registrar to act as the Registrar to the Issue (the activities, duties and responsibilities pertaining to the Registrar to an Issue are hereinafter collectively referred to as the "Assignment") and the Registrar has accepted the Assignment.
- 3) The Registrar required entering into a valid agreement with the Issuer inter alia to define the allocation of duties and responsibilities between the Registrar and the Issuer and in pursuance of the same, the Registrar and the Issuer have entered into an agreement being these presents.

NOW, THEREFORE,

The Issuer Company and the Registrar agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity.

- 1) The Issuer Company hereby appoints the Registrar as Registrar to the said 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 or threatened by SEBI and that it is not debarred / suspended from carrying on its activities.
 - c) It is a 'fit and proper person' as per the SEBI (Intermediaries) Regulations, 2008, as amended from time to time
 - c) It shall perform the Assignment with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with the Issuer, 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 Issuer and investors or contrary to the directions issued by SEBI and shall also abide by the SEBI stipulated Code of Conduct for Registrars to an Issue and Share Transfer Agents.
 - d) It shall carry out its duties / responsibilities and complete all the formalities within the specified time limits as per the relevant statues, SEBI Guidelines and Stock Exchange regulations and the listing agreement.
 - e) It shall ensure to the best of its efforts that the 1% deposit placed by the Company with Stock Exchange will be refunded to the Company in the minimum possible time
- 4) The Issuer Company hereby confirms that it has satisfied itself about the capability of the Registrar to handle the Assignment.

For SEPC Limited


R.S. Chandrasekharan
Chief Financial Officer

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

- 5) The Issuer Company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("**SEBI ICDR Regulations**") and other relevant statutes to enable it to make the said Issue. The Issuer Company also agrees that it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any of the relevant statutes/ICDR Guidelines.
- 6) The detailed list of activities and scope of work by Registrar and Issuer Company is listed out in **Schedule I**.
- 7) The detailed scope of work is specified in **Schedule I** hereunder written. The activities listed in **Schedule I** are indicative and not exhaustive. In addition, the Registrar undertakes to perform all such activities, which are typically required by them to be performed in order to ensure the commencement of trading of the securities offered in the Issue. The Issuer Company and the Registrar may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon. However, the following activities shall form part of the Registrar's functions and responsibility during the currency of this Agreement.
 - a) Calculation of Rights entitlements.
 - b) Printing and despatch of Composite Application forms/ Letter of Offer.
 - c) Printing and Despatch of Duplicate/Split Composite Application Forms.
 - d) Collection of figures and applications and their processing
 - e) Preparation of Basis of Allotment and getting the same approved by the concerned Stock Exchange.
 - f) Despatch of advice for Credit of shares in electronic mode /Refund advice wherever applicable
 - g) Advising the Refund to ASBA banks and sending of electronic refunds
- 8) The Issuer Company agrees that the Registrar will not hand over any application or other documents / records pertaining to the Issue to the Issuer Company or to any other person, except the Lead Managers and BSE & NSE Limited ("BSE & NSE"), the Stock Exchange where the shares of the Company are listed (subject to the Registrar giving prior notice of such disclosure to the Company) until the completion of despatch of allotment letters, refund orders, share certificates etc. The Registrar undertakes not to disclose or cause to be disclosed the same to any other person, without the written consent of the Issuer Company. The Issuer Company agrees that it will have access to the applications / documents pertaining to the Issue at the office of the Registrar only. The Issuer Company will be the sole owner of all records and documents pertaining to the Issue and the Registrars shall provide such copies/extracts of the same as and when required by the Issuer Company.
- 9) The Registrar will handle the Assignment from its Registered Office 'Subramanian Building', No.1, Club House Road, Chennai 600002 at 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 Issue.
- 10) The Issue stationery including allotment letters, refund orders, share certificates etc., shall be kept ready and handed over to the Registrar by the Issuer Company within 12 days from the date of closure of the Issue and the Issuer Company shall be responsible for any delay on this account. The Issuer Company will arrange to obtain prior approval for Issue stationery from the stock exchange and refund bankers.
- 11) The Issuer Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for despatching of composite application forms with letter of offer, allotment letters, etc.
- 12) The Issuer Company agrees that formats of all reports, statements and other documents shall be in conformity with the standard designs approved by BSE & NSE, designated Stock Exchange.
- 13) The Company shall take special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission, etc.

For SEPC Limited


R.S. Chandrasekharan
Chief Financial Officer

For CAMEO CORPORATE SERVICES LIMITED

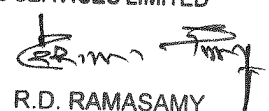

R.D. RAMASAMY
Director

- 14) The documents / records pertaining to the issue like original application forms, basis, details of allotments, refund stationery (including wastage, destroyed, handed over to company, etc.) shall be maintained by the Registrar for a minimum period of 3 years as provided in Regulation 15 of the SEBI (Registrar to an Issue and Share Transfer Agent) Rules and Regulations, 1993 and the same should be made available for inspection as and when decided by Statutes including SEBI. Thereafter these documents shall be handed over to the company for maintenance thereafter.
- 15) The Registrar shall not during the term of this agreement or thereafter, either directly or indirectly for any reason whatsoever, divulge, disclose or make public any information whatsoever, which may come to their knowledge during or as a result of their appointment as Registrar to the issue and whether concerning the business, property, contracts, methods, transactions, dealings, affairs or members of the Company or otherwise, save in accordance with the performance of their duties hereunder or as required by law.
- 16) The Registrar and the Issuer Company agree that the fees and charges payable to the Registrar for handling the Assignment shall be as specified in **Schedule II** hereunder written.
- 17) Should there be a major change in the date of opening of the Issue from that indicated above or in the event of (i) a complete collapse or dislocation of business in the financial markets in India, (ii) due to war, insurrection or any other serious sustained, political or industrial disturbance or (iii) a force majeure event, the Registrar shall have option to withdraw from the Issue before the date of opening of the Issue and / or to renegotiate this Agreement with the Issuer Company. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.
- 18) The Registrar shall redress complaints of the investors within fifteen days of receipt of the complaint during the currency of this Agreement and continue to do so during the period it is required to maintain records under the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 and the Issuer Company shall extend necessary co-operation to the Registrar for its complying with the aforesaid Regulations.
- 19) The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and the Registrar will not be in any way construed to be an agent of the Issuer Company in any other business in any manner whatsoever.
- 20) Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Assignment. The Registrar shall indemnify the Issuer Company and its directors, officers and successors from and against any and all suits, claims, actions, demands, damages, costs, fees and expenses (including interest, penalties, legal fees, accounting fees and investigation costs) which may be made or commenced or claimed against the Issuer Company or its successors by any holder of the securities issued or any other third party as a consequence of any failure or deficiency on the part of the Registrar in performing or fulfilling or providing any or all of its functions, duties, obligations, responsibilities and services hereunder including without limitation any fine imposed by SEBI or any other regulatory authority; provided that the Registrar shall not be liable for any indirect or consequential loss caused to the Issuer Company due to error or omission committed by them in good faith while performing their duties under this Agreement.
- 21) The Issuer 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 Assignment
- 22) Any notice, communication or documents may be given by personal delivery, registered post, e-mail or by fax. The notice, communication or document shall be deemed to have been served upon the party to whom it is given, if given by personal delivery when so delivered, if given by post on expiration of three days after the notice, etc. have been delivered to the post office for onward despatch, and if given by fax or e-mail upon transmission thereof. Provided that any notice, etc. given by e-mail or fax shall be confirmed in writing.
- 23) Any special / additional reports or jobs that are outside the scope of this Agreement and may be required by the Company will attract additional charges. Similarly, any non-standard / ad hoc reports which require programme modification / system changes will attract additional charges on mutually agreeable terms.
- 24) The Registrar and the Issuer 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.

For SEPC Limited


R.S. Chandrasekharan
Chief Financial Officer

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

- 25) 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 is improperly 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 30 days after commencement of discussions then any Party may refer the dispute for resolution to an arbitration tribunal which shall consist of one arbitrator who shall be jointly appointed by the parties. In the event of a Party failing to appoint an arbitrator as provided hereinbefore, such arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996, as amended. All proceedings in any such Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall be conducted in English. The Arbitration shall take place in Chennai, India and shall be governed by the Laws of India. The award of the arbitrator shall be final and binding on all parties. The Parties shall be entitled to enforce the award by approaching the relevant High Court. The Parties shall share the costs of such arbitration equally.
- 26) Any award with a financial implication up to and not exceeding the Registrar's Fees (out of pocket expenses not included) will be made with detailed reasons.
- 27) All disputes are subject to the jurisdictions of Chennai Courts only.

This Agreement shall be valid until the expiry of one year from the date of closing of the said Issue.

For SEPC Limited


R.S. Chandrasekharan
Chief Financial Officer

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

SIGNATURE OF THE COMPANY

SIGNATURE OF THE REGISTRAR

WITNESS:



Mr. N. Balachandran
Vice President-Commercial
SEPC Limited
4th Floor, Bascon Futura
101/ Venkatanarana Road, T. Nagar
Chennai-600 017

WITNESS:



Ms. Sreepriya K
Vice President & Company Secretary
Cameo Corporate Services Limited
No.1, Club House Road
Chennai - 600 002

SCHEDULE I

LIST OF ACTIVITIES

I. PRE ISSUE WORK – INVESTOR INTERFACE

S.no	Activity	Responsibility
1.	Creation of Investor interface	Registrar
2.	Option for Registration of Email ID and mobile number by shareholders against their physical and electronic shareholding.	Registrar
3.	Module for shareholders holding shares in physical form to register demat account details against their physical holding.	Registrar
4.	Enabling investor to download their entitlement letter by entering their folio/demat account details and downloading of entitlement letter with variable data of their shares held on record date and their entitlement	Registrar
7.	Sending of OTPs via email and mobile at various stages	Registrar
9.	Validation of investor credentials at various stages	Registrar
10.	Enabling investor to download Letter of Offer, Abridged Letter of offer, Application Form, Plain paper application format etc.	Registrar
11.	Enabling investors to view the FAQs	Registrar
12.	Ensuring of data security, transparency, integrity and fairness of the interface for investors' to submit their personal information	Registrar
13.	Help line for attending investors phone calls	Registrar

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Chief Financial Officer

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R.D. RAMASAMY
Director

II. PRE ISSUE WORK – ISSUE ACTIVITIES

S.no	Activity	Responsibility
1	Finalisation of bankers to the Issue	Issuer / Registrar / Lead Manager
2	Design of Composite Application Form ("CAF")	Issuer / Registrar
3	Preparing and issuing detailed instructions on procedure to be followed by collection banker and SCSBs.	Registrar
4.	Checking of art work pertaining to allotment and credit advice	Registrar
5	To set up request for record date data and download the same from depositories before the issue opening date	Registrar
6	To calculate the entitlement of Rights shares for the shareholders who are holding shares as on record date as per the ratio of rights declared by the company before the issue opening date. Fractions to be ignored	Registrar
7.	Assist the Issuer to apply and obtain an ISIN for Rights Entitlement (RE) ISIN from both depositories before the issue opening date.	Registrar / Issuer
8.	To open Escrow demat suspense a/c before the issue opening date, in the name and style of "SEPC Limited Rights Issue - Suspense Escrow Demat Account".	Registrar / Issuer
9.	To take corporate action to credit the RE in the demat a/c of the shareholders who are holding shares as on record date under the RE ISIN before the issue opening date.	Registrar
10.	To consolidate the Rights Entitlement towards demat a/c with status not active, entitlement towards shares held in Unclaimed Suspense a/c, IEPF a/c and entitlement towards shares held in physical mode and credit the RE in the Escrow demat suspense a/c opened by the Company / Registrar before the issue opening date	Registrar

For SEPC Limited


R.S. Chandrasekharan
Chief Financial Officer

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

11.	To collect the confirmation letters from NSDL and CDSL towards credit of REs, the total of which to tally with Issue size before the issue opening date.	Registrar
12.	To submit the letters to Stock exchange and obtain Trading approval for REs before the issue opening date	Registrar / Issuer
13.	To send via email the Entitlement letter, letter of offer to shareholders who have registered email id with their demat a/c or Company / RTA before the issue opening date.	Registrar
14.	Since shareholders trade in REs for renouncing via market / off market sale, to download the benpos as on the issue closing date containing balance in RE ISIN for validation of online applications made by the renounces during the issue	Registrar
15.	To transfer shares on a daily basis from the Escrow Demat Suspense a/c to the demat a/c of the physical shareholders who have registered their demat a/c with RTA via online interface, after validation of demat a/c for name mismatch, order of names and active a/c status during the issue upto 1 day before closing of issue.	Registrar
16.	To cancel / extinguish all RE shares lying in the demat a/cs which were not applied after the closure of issue	Registrar
17.	To receive bid data from the stock exchange for ASBA applications after the closure of issue	Registrar

ISSUE WORK:

1	Over printing of CAF and despatch of Composite Application Form along with Abridged Letter of Offer to the Shareholders	Registrar
2	Collection of daily, weekly, bi-weekly figures from Bankers to the Issue	Registrar
3	Expediting despatch of applications, final certificate from the controlling branches.	Registrar

For SEPC Limited


R.S. Chandrasekharan
Chief Financial Officer

For CAMEO CORPORATE SERVICES LIMITED



R.D. RAMASAMY
Director

4	Collection of application along with final certificate and schedule pages from controlling branches of bankers to the Issue.	Registrar
5	Preparation of 3 days Report to be filed with SEBI.	Registrar / Lead Manager
6	Scrutiny of applications received from the Bankers to the Issue	Registrar
7	Reconciliation of number of applications, securities applied and money received with final certificate received from bank.	Registrar
8.	Validating ASBA applications with record date data	Registrar
9	Identification and rejection of applications with technical faults and duplicate applications.	Registrar/ Issuer
10	Prepare statement for deciding basis of allotment in consultation with the designated Stock Exchange.	Registrar
11	Finalising basis of allotment after approval of the stock exchange and preparing list of allottees / non-allottees as per the basis of allotment approved by the stock exchange.	Registrar
12	Advice to Bankers / ASBA Bankers regarding refund of application money	Registrar
13	Allotment of equity shares on the formula devised by Stock Exchange	Registrar
14	Electronic credit of shares to the concerned shareholders' beneficiary account held with NSDL / CDSL.	Registrar
15	Preparation of allotment cum refund register, register of members and index register.	Registrar
16	Printing electronic credit advices, allotment advice cum refund advices	Registrar
17	Printing postal journal for despatching, allotment advice.	Registrar
18	Preparation of Listing related reports for submission with Stock Exchanges.	Registrar

III. POST ISSUE WORK

1	Binding of application forms, application schedule and computer output.	Registrar
2	Attending Investor Queries / Complaints	Registrar
3	Hosting of allotment details in the website for query by shareholders.	Registrar
4	Preparing of return of allotment for filing with ROC.	Registrar

For SEPC Limited


R.S. Chandrasekharan
Chief Financial Officer

For CAMEO CORPORATE SERVICES LIMITED


R.D. RAMASAMY
Director

SCHEDULE II

SCHEDULE OF FEES

The following will be the fee structure for all the activities. These have been prepared on the basis of services outlined in this proposal.

A. Processing Charges (Rights Issue)

1.	Processing Charges for Rights Issue	Rs. 3,00,000/-
Total		Rs. 3,00,000/-

GST, other taxes will be extra

B. Out of pocket expenses:

- a. All out of Pocket Expenses in connection with Traveling including local conveyance, courier services, printing & stationery charges for sending communication to shareholders and other incidentals shall be reimbursed at actual. Supporting bills will be provided wherever required.
- b. The email sent to the applicants / investors will be charged @ Re.1/- per email.
- c. The Invoice / Debit Notes and / or any other claims including out of pocket expenses raised by the Transfer Agent should be settled within a fortnight of receipt by the Company, failing which an interest at 18% p.a. shall become payable on such amount. The Postal charges for bulk postage will have to be paid in advance by the Company for meeting the mailing expenses.
- d. GST arising out of the bills as per the prevailing law at the time of billing will be payable separately.
- e. Annual Fee/charges, Corporate Action fee, etc., if any, to be levied by NSDL and CDSL will be payable separately
- f. Charges Payable to Depository Participants towards the Demat Escrow Suspense Account shall be borne by the company directly.

C. Terms of Payment

- a. An advance of Rs.1,50,000/- is payable upon signing of the agreement. Balance amount will be paid after completion of the rights issue, when the invoice is raised by the Registrar.

For SEPC Limited



**R.S. Chandrasekharan
Chief Financial Officer**

For CAMEO CORPORATE SERVICES LIMITED



**R.D. RAMASAMY
Director**