

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No.	IN-GJ87274151866761X
Certificate Issued Date	31-Mar-2025 07:23 PM
Account Reference	CSCACC (GV)/ gjcsceg07/ GJ-AHVIJ0568/ GJ-AH
Unique Doc. Reference	SUBIN-GJGJCSCEG0784626685371174X
Purchased by	GALA GLOBAL PRODUCTS LIMITED
Description of Document	Article 5(h) Agreement (not otherwise provided for)
Description	RTA AGREEMENT
Consideration Price (Rs.)	0 (Zero)
First Party	GALA GLOBAL PRODUCTS LIMITED
Second Party	KFIN TECHNOLOGIES LIMITED
Stamp Duty Paid By	GALA GLOBAL PRODUCTS LIMITED
Stamp Duty Amount(Rs.)	300 (Three Hundred only)



PF 0004522597

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

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REGISTRAR AGREEMENT

This Registrar Agreement ("**Agreement**") made on the **April 03rd, 2025** at Ahmedabad, between:

GALA GLOBAL PRODUCTS LIMITED, a public listed company incorporated under Companies Act, 1956, having corporate identity number L29109GJ2010PLC063243 and having its registered office at B-1, Laxmi Com. Co.Op. Estate, B/h Old Navneet Press, Sukhramnagar, Ahmedabad, Gujarat, India, 380021 (hereinafter referred to as the "**Company**" or the "**Issuer**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

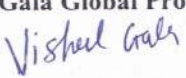
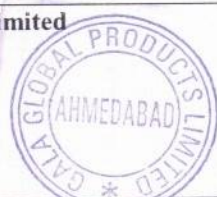
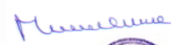

KFIN TECHNOLOGIES LIMITED, a company incorporated under the Companies Act, 1956, and having its registered office at Selenium Tower – B, Plot No. 31 and 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad, Telangana 500 032 (hereinafter referred to as the "**Registrar**" or "**Registrar to the Issue**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **SECOND PART**.

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

WHEREAS:

- A. The Issuer is proposing a rights issue of fully paid up equity shares of face value of ₹5 each ("**Rights Equity Shares**") amount aggregating up to **₹ 25,00,00,000/- crore** (the "**Issue size**"), in accordance with the applicable provisions of the Companies Act (*as defined hereinafter*), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements), Regulations, 2018, as amended (the "**SEBI ICDR Regulations**") along with the relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India ("**SEBI**"), and other applicable statutory and/ or regulatory requirements, to the holders of equity shares of face value of ₹5 each ("**Equity Shares**") as of the record date to be determined by the Company (the "**Record Date**" and such holders of Equity Shares, "**Eligible Shareholders**") and (ii) persons, if any, in whose favour such Eligible Shareholders may renounce their right to receive Rights Equity Shares in the Issue ("**Rights Entitlements**")
- B. The Issue has been authorized by the resolution passed by board of directors of the Company at its meeting held on October 21, 2024.
- C. The Company is proposing to file a Draft Letter of Offer with BSE Limited ("**BSE**") (the "**Stock Exchanges**") and with the Securities and Exchange Board of India ("**SEBI**") for information and dissemination purpose.
- D. The Registrar is registered with SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended ("**SEBI RTA Regulations**") and has a valid and subsisting registration bearing number INR000000221 dated April 1, 2022 and there is no prohibition or order restricting it to be the registrar.

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For Gala Global Products Limited   _____ Authorised Signatory	For KFIN Technologies Limited   _____ Authorised Signatory
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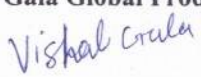
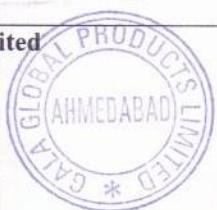
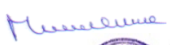

- E. In terms of Regulation 69(7) of the SEBI ICDR Regulations, the Issuer is required to appoint a registrar who has connectivity with all depositories in connection with the Issue. The Company has approached the Registrar to act as the Registrar to the Issue as per the terms and conditions set forth in this Agreement (the activities pertaining to it acting as the Registrar to the Issue hereinafter referred to as the "**Assignment**") and the Registrar has accepted the Assignment.
- F. In terms of Regulation 9A(1)(b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the Issuer, *inter alia*, to define the allocation of duties and responsibilities between the Registrar and Issuer and in pursuance of the same, the Registrar and the Issuer have entered into this Agreement.

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

DEFINITIONS


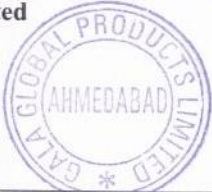
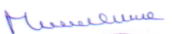

Unless the context requires otherwise, all capitalized terms used in this Agreement shall have the meaning ascribed to such terms as set out below.

- (a) "**Abridged Letter of Offer**" shall mean the abridged letter of offer to be sent to the Eligible Equity Shareholders with respect to the Issue in accordance with the provisions of the SEBI Regulations and the Companies Act;
- (b) "**Agreement**" shall mean this registrar agreement dated April 03rd, 2025 entered into between the Issuer and the Registrar;
- (c) "**Allotment**" shall mean allotment of Equity Shares pursuant to the Issue;
- (d) "**Assignment**" shall have the meaning ascribed to it in Recital F of this Agreement;
- (e) "**Applicant**" or "**Investor**" shall mean Eligible Equity Shareholder(s) and/ or Renouncee(s) who make an application for the Equity Shares pursuant to the Issue in terms of the Letter of Offer;
- (f) "**Application**" shall mean application made through (i) submission of the Application Form or plain paper Application to the Designated Branch of the SCSBs or online/ electronic Application through the website of the SCSBs (if made available by such SCSBs) under the ASBA process, or (ii) filling the online Application Form available on R-WAP (instituted only for resident Investors, in the event the Investors are not able to utilize the ASBA facility for making an Application despite their best efforts), to subscribe to the Equity Shares at the Issue Price;
- (g) "**Application Form**" shall mean a form used by an Investor to make an application for the Allotment of Equity Shares in the Issue;
- (h) "**ASBA**" or "**Application Supported by Blocked Amount**" shall mean an application (whether physical or electronic) used by an ASBA Investor to make an application authorizing the SCSB to block the application amount in a specified bank account maintained with the SCSB;
- (i) "**ASBA Investor(s)**" shall mean Eligible Equity Shareholders proposing to subscribe to the Issue and

For Gala Global Products Limited   _____ Authorised Signatory	For KFIN Technologies Limited   _____ Authorised Signatory
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authorizing the SCSB to block the amount payable on application in their ASBA Account maintained with such SCSB.;

- (j) **"Basis of Allotment"** shall mean the basis and priority in which the Allotment to the successful Applicants will be made in the Issue;
- (k) **"Business Days"** shall mean all days other than a Sunday or a public holiday on which commercial banks in **Ahmedabad** are open for business;
- (l) **"CDSL"** shall mean the Central Depository Services (India) Limited;
- (m) **"Companies Act"** shall mean the Companies Act, 2013 and the rules framed thereunder, each as amended to the extent in force pursuant to the notification of the Notified Sections;
- (n) **"Designated Stock Exchange"** shall mean the designated stock exchange as chosen by the Issuer in terms of the SEBI Regulations;
- (o) **"DP"** shall mean depository participant;
- (p) **"DP ID"** shall mean depository participant identity number;
- (q) **"Draft Letter of Offer"** shall mean the draft letter of offer to be filed with the Stock Exchanges and SEBI in relation to the Issue.
- (r) **"Eligible Equity Shareholder(s)"** shall mean the holder(s) of the Equity Shares of the Company as on the Record Date;
- (s) **"Equity Shares"** shall have the meaning ascribed to it in Recital A of this Agreement;
- (t) **"Escrow Collection Bank(s)"** shall mean the banks as specified in the Letter of Offer;
- (u) **"FPI"** shall mean a foreign portfolio investor as defined under the SEBI FPI Regulations;
- (v) **"Investor(s)"** shall mean the Eligible Equity Shareholder(s) of the Company on the Record Date and the Renouncee(s);
- (w) **"Issue"** shall mean issue of Equity Shares on a rights basis to the Eligible Equity Shareholders in terms of the Letter of Offer;
- (x) **"Issue Documents"** shall have the meaning ascribed to it in Clause 6 of this Agreement
- (y) **"Issue Closing Date"** shall mean the date of closing of the Issue as determined and disclosed in the Letter of Offer;
- (z) **"Issue Opening Date"** shall mean the date of opening of the Issue as determined and disclosed in the Letter of Offer;
- (aa) **"Letter of Offer"** shall mean the letter of offer to be filed with the Stock Exchanges and SEBI in relation to

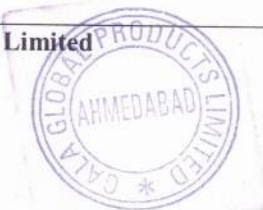

For Gala Global Products Limited   _____ Authorised Signatory	For KFIN Technologies Limited   _____ Authorised Signatory
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the Issue;

- (bb) **"Notified Sections"** shall mean the Sections of the Companies Act, 2013 that have been notified by the Government of India;
- (cc) **"NRI"** shall mean a non-resident Indian, as defined in the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2017, as amended;
- (dd) **"NSDL"** shall mean the National Securities Depository Limited;
- (ee) **"OCB"** shall mean overseas corporate bodies;
- (ff) **"PAN"** shall mean permanent account number;
- (gg) **"RBI"** shall mean the Reserve Bank of India;
- (hh) **"Record Date"** shall mean the date for determining the Eligible Equity Shareholders for purposes of participation in the Issue;
- (ii) **"Registrar"** shall mean KFIN Technologies Limited;
- (jj) **"Renouncee(s)"** shall mean person(s) who has/have acquired Rights Entitlements from Eligible Equity Shareholders;
- (kk) **"Rights Entitlements"** shall mean the number of Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by the Eligible Equity Shareholder on the Record Date;
- (ll) **"Rights Equity Shares"** shall mean the Equity shares of our Company to be allotted pursuant to this Issue, on partly paid-up basis on allotment.
- (mm) **"SCSB"** shall mean a self-certified syndicate bank registered with SEBI, which acts as a banker to the Issue and which offers the facility of ASBA;
- (nn) **"SEBI FPI Regulations"** shall mean Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, as amended.
- (oo) **"SEBI ICDR Regulations"** shall mean Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended; and
- (pp) **"SEBI Listing Regulations"** shall mean Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.

INTERPRETATION

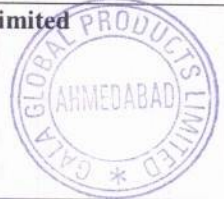

In this Agreement, unless the context otherwise requires:

<p>4</p> <p>For Gala Global Products Limited</p> <p><i>Vishal Crater</i></p> <p>_____ Authorised Signatory</p> 	<p>For KFIN Technologies Limited</p> <p><i>Muneeb</i></p> <p>_____ Authorised Signatory</p> 
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- (a) words denoting the singular number shall include the plural and vice versa;
- (b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- (c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- (d) references to the word "include" or "including" shall be construed without limitation;
- (e) references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;
- (f) references to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
- (g) a reference to an article, clause, section, recital, paragraph or annexure is, unless indicated to the contrary, a reference to an article, clause, section, recital, paragraph or annexure of this Agreement;
- (h) unless otherwise defined, reference to the word 'days' shall mean calendar days;
- (i) reference to any legislation, act or regulation shall be to such legislation, act or regulation, as amended from time to time; and
- (j) All capitalized terms not specifically defined herein shall have the same meanings assigned to such terms in the SEBI ICDR Regulations or the Letter of Offer to be filed by the Company with the Stock Exchanges and SEBI as may be applicable, in relation to the Issue. In case of any inconsistency between the definition of any term as set out in this Agreement and the SEBI Regulations or the Letter of Offer, the definition provided under the SEBI ICDR Regulations or the Letter of Offer shall prevail.

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



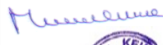

1. The Issuer hereby appoints KFIN Technologies Limited as the Registrar to the Issue, and the Registrar accepts such appointment by accepting the terms of its appointment and signing this Agreement.
2. The Registrar hereby undertakes to perform and fulfill the Assignment, including such functions, duties and obligations and to provide such services as are mentioned herein and to perform such other functions, duties, obligations and provide such other services as are required in accordance with applicable law (including the rules, regulations, directions and circulars prescribed by SEBI and by-laws of the Stock Exchanges) ("**Applicable Laws**") in respect of the Issue. The Registrar undertakes and agrees that it shall be the Registrar's sole and absolute responsibility to ensure that such functions, duties, obligations and services are performed in a professional, timely and accurate manner.
3. Each Party hereby represents, warrants, undertakes and covenants to the other that:
 - (a) This Agreement constitutes a valid, legal and binding obligation on its part and is enforceable against it in accordance with the terms hereof; and

<p>For Gala Global Products Limited</p> <p><i>Vishal Gaba</i></p> <p>_____ Authorised Signatory</p> 	<p>For KFIN Technologies Limited</p> <p><i>Munish Kumar</i></p> <p>_____ Authorised Signatory</p> 
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- (b) The execution, delivery and performance of this Agreement and any other document(s) related hereto by it has been duly authorised and do not and will not contravene any provisions of, or constitute a default under (a) any law, regulation, judgement, decree or order of any governmental authority; (b) its constitutional documents; or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it.

4. The Registrar declares and undertakes that:

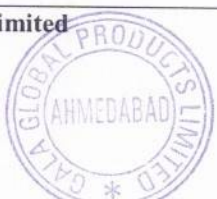

- (a) It has obtained a certificate of permanent registration dated April 1, 2022 bearing registration number INR000000221 from SEBI. A copy of this registration certificate is attached as **Schedule III** hereto. The Registrar shall ensure that the certificate of registration shall remain in force at all times, including by taking prompt steps for its renewal, if required. The Registrar will keep the Issuer informed on an immediate basis if its registration is cancelled, suspended, or withheld for any regulatory or other reasons, or if any prohibiting orders are passed restricting it from carrying out the Assignment, or if it is prohibited or restricted from performing the activities mentioned in this Agreement by any regulatory authority and shall cooperate to establish alternative arrangements.
- (b) 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 the registration has been granted and that, no disciplinary or other proceedings have been initiated against it by SEBI, or any other statutory or regulatory authority and that it is not debarred, suspended or prohibited from carrying on its activities as a registrar to the Issue.
- (c) It shall perform the Assignment and its duties with the highest standards of integrity and fairness and shall abide by the SEBI RTA Regulations (including the code of conduct as specified in Schedule III of the SEBI RTA Regulations) and the applicable rules, regulations and guidelines, circulars and notifications issued by SEBI (including the SEBI ICDR Regulations) and shall act in an ethical manner in all its dealings with the Issuer, Eligible Equity Shareholders, Renouncees, Investors, SCSBs, Escrow Collection Bank(s), Refund Bank and other intermediaries and that it will not take up any activity which is likely to be in conflict with the interests of the Issuer, Eligible Equity Shareholders, Renouncees, Investors, SCSBs, Escrow Collection Bank(s), Refund Bank and other intermediaries or contrary to or in violation of any rules, regulations, orders, guidelines or directions issued by SEBI or other regulatory authorities, from time to time.
- (d) It shall make adequate disclosure to the Issuer of any potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased services.
- (e) It shall deploy the persons/officers who are well versed with the process involved in respect of the Issue and having necessary expertise and skills for the purposes of rendering services and it shall duly comply with all statutory requirements of the Applicable Laws including but not limited to regulations and rules framed by SEBI and the Stock Exchanges and for redressal of investor grievances.
- (f) It shall carry out the Assignment and complete all the formalities accurately, diligently and within the stipulated time limits as per the relevant statutes, circulars, guidelines/ regulations issued by SEBI including, the SEBI ICDR Regulations and bye laws of the Stock Exchanges. The Registrar shall immediately notify the Issuer about any likely delay in completion of any of the formalities. The Registrar shall also notify the Issuer of any errors committed while completing any of the formalities.

For Gala Global Products Limited	For KFIN Technologies Limited
 	 
_____ Authorised Signatory	_____ Authorised Signatory

- (g) It has the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance, disaster recovery system, expertise business continuity plan and the network to honour its obligations and liabilities under this Agreement. It will provide the details of such infrastructure required to manage the Issue to the Issuer, at least ten (10) days prior to the date of filing the Letter of Offer with the Stock Exchanges and SEBI.
- (h) It will provide the details of such infrastructure required to manage the Issue to the Issuer, immediately after signing of this Agreement and in all events prior to the date of filing the Letter of Offer with the Stock Exchanges;
- (i) It shall ensure that adequate resources including sufficient qualified manpower are dedicated in the performance of the services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no deficiency(s)/error(s) in the services to be performed by the Registrar. The Registrar shall also notify the Issuer of any errors committed while completing any of the formalities.
- (j) It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.
- (k) It shall cooperate and comply with any instructions which the Issuer may provide in respect of the Issue.
- (l) It shall keep the Issuer fully informed about the progress with regard to any legal action initiated against it and / or any of its group entity by any regulator from time to time.
- (m) It has connectivity with the depositories, namely NSDL and CDSL (together, the "Depositories");
- (n) 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 offering by a company.
- (o) This Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with its terms. The execution, delivery and performance of the Assignment by the Registrar does not violate, or constitute a breach of, any law, regulation, court or tribunal order, or any agreement, deed or undertaking entered into by the Registrar.
- (p) It is not an associate of the Issuer in accordance with Regulation 13A of the SEBI RTA Regulations or any other applicable laws.
- (q) It shall ensure that demographic details provided by the Eligible Equity Shareholders or other investors in the Application Forms shall not be used by it for any purpose other than in relation to the Issue.
- (r) In the event the Registrar is unable to continue to act as a Registrar to the Issue, at any point of time, due to any direction of any statutory or regulatory authority or otherwise, it shall immediately inform the Issuer in writing and take steps, in consultation with the Issuer, and as per the directions of SEBI, if any, or any other regulatory/ statutory authority, for a smooth transition of the Equity Shares data in connection with the Rights Equity Shares and the Issue, held by the Registrar at no cost to the Issuer for such transition to another registrar as may be appointed by the Issuer and entire cost in this connection to be borne by the Registrar to the Issue.

<p>For Gala Global Products Limited</p> <p><i>Vishal Guleri</i></p> <p>Authorised Signatory</p>	<p>For KFIN Technologies Limited</p> <p><i>Munish Kumar</i></p> <p>Authorised Signatory</p>
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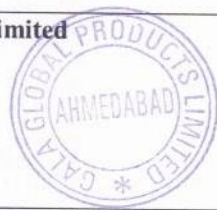
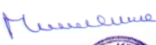

- (s) It is in compliance with the requirements of the SEBI circular for enhanced monitoring of qualified registrar to an issue and share transfer agents bearing reference no. SEBI/HO/MIRSD/DOP/CIRP/2018/119 dated August 10, 2018.
5. The Issuer hereby declares that, it has complied with and agrees to comply with all statutory formalities under the Companies Act, the SEBI ICDR Regulations and other Applicable Laws to enable it to undertake and make the Issue. The Issuer also agrees that, it will co-ordinate with the Registrar and that, it will not give any instructions which are in violation of any applicable legislations, rules, regulations or guidelines issued by SEBI and/or any other regulatory authorities.
6. The Issuer and the Registrar agree to perform their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule I** hereto. The activities listed in the **Schedule I** are indicative and not exhaustive and conform to the model agreement contemplated under the SEBI RTA Regulations. The Issuer and the Registrar, may include further activities as agreed upon by the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the Letter of Offer, Application Form, Abridged Letter of Offer and Rights Entitlement Letter, including any respective supplements, corrigenda or amendments (collectively, the "**Issue Documents**"). The Registrar hereby consents to the inclusion of its name as the Registrar to the Issue, contact details and its logo in all such documents as are required for the Issue including the Issue Documents. Further, the Registrar will do all such activities as may be incidental to discharge its obligations under this Agreement at no additional cost to the Issuer.
7. Without prejudice to contents of Clause 6 above, the Registrar's Assignment shall *inter alia* include the following activities:
- (a) Providing inputs for finalizing the Escrow Collection Bank(s) finalization of collection centers of the Escrow Collection Bank(s), as applicable;
- (b) Calculation of the Rights Entitlements and fractional entitlement for each Eligible Equity Shareholder in respect of the Equity Shares, as on the Record Date;
- (c) Co-ordinating with NSDL and CDSL for various Issue related activities, as may be required such as obtaining the complete list of the shareholders of the Issuer as on the Record Date to the Issuer within one calendar day of the Record Date and preparing the final list of Eligible Equity Shareholders with complete details, based on the record date shareholders' data as shared by the issuer company, including but not limited to:
- 1) Client ID;
 - 2) DP ID;
 - 3) Folio number (in case of Equity Shares held in physical form);
 - 4) Name of the shareholder (including joint holding, if any);
 - 5) Demat account details;
 - 6) Category of the shareholder (individual/ corporate/ FPI/ NRI etc.);
 - 7) Shareholding as on the Record Date;
 - 8) Rights Entitlement;
 - 9) Address of the Eligible Equity Shareholder (including the secondary address, where such Eligible Equity Shareholder is situated outside of India); and

<p>For Gala Global Products Limited</p> <p><i>Vishal Crake</i></p> <p>_____ Authorised Signatory</p> 	<p>For KFIN Technologies Limited</p> <p><i>Munish Kumar</i></p> <p>_____ Authorised Signatory</p> 
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10) Bank details of the Eligible Equity Shareholder registered with the DP.

All details contained in 1) to 10) above shall also be provided separately for the Promoter/Promoter Group entities enumerated in the Letter of Offer as on the Record Date within one (1) calendar day of the Record Date. Further, for non-resident shareholders the Registrar shall provide the Company with all details specified hereinabove separately within two calendar days of the Record Date;

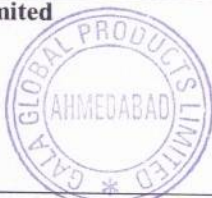

- (d) Verify demat account details provided by the shareholders holding shares in physical form through PAN, client master sheet, *et cetera*.
- (e) Assisting the Company in obtaining a separate ISIN for the Rights Entitlement and guiding the issuer company and preparing the file, for uploading corporate action instruction in depository system of NSDL and CDSL for crediting the Rights Entitlement to the demat accounts of the Eligible Shareholders (with respect to the Equity Shares held by such Eligible Shareholder in dematerialized form) well in advance of the Issue Opening Date, against the Equity Shares held by them as on the Record Date in terms of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI Listing Regulations**") and other Applicable Laws. The Registrar shall ensure that the ISIN of Rights Entitlement shall be kept frozen (for debit) in the depository system till the Issue Opening Date;
- (f) Prior to the Issue Opening Date, crediting the Rights Entitlements to a demat suspense escrow account opened by the Company, for the Eligible Shareholders which would comprise Rights Entitlements relating to (a) Equity Shares held in a demat suspense account pursuant to Regulation 39 of the SEBI Listing Regulations; or (b) Equity Shares held in the account of IEPF authority; or (c) the demat accounts of the Eligible Shareholder which are frozen or details of which are unavailable with the Company or with the Registrar on the Record Date; or (d) Equity Shares held by the Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date where details of demat accounts are not provided by the Eligible Shareholders to the Company or Registrar, or (e) credit of the Rights Entitlements returned/reversed/failed; or (f) the ownership of the Equity Shares currently under dispute, including any court proceedings, and an intimation should be sent to such Eligible Shareholder by the Registrar;
- (g) Making best efforts in procuring demat account details of shareholders holding Equity Shares as on the Record Date such that these details are available not later than 2 working days prior to the Issue Closing Date.
- (h) Crediting, their Rights Entitlement to the demat account provided by the Eligible Shareholders holding Equity Shares in physical mode, as soon as practicable and in compliance with the Applicable Laws;
- (i) Assisting in various corporate actions as well as trading applications as may be required including credit of Rights Entitlements before the Issue Opening Date, credit of Rights Equity Shares to be issued pursuant to the Issue and coordinating with the Stock Exchanges to get renunciation data;
- (j) The Registrar shall submit details of total Rights Entitlement credited to the Eligible Shareholders to the Company immediately after completing the corporate action for the same and not later than 3 working days prior to the Issue Opening Date;
- (k) The details with respect to the Rights Entitlement shall be made available on the website of the Registrar and the investors shall be able to check their respective entitlements on the website of the Registrar by

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keying their details, after adequate security controls to ensure that investors' information is made available only to the particular investor;

- (l) Making reasonable efforts in procuring the demat account details of the physical shareholders for credit of Rights Entitlements, two working days prior to the Issue Closing Date such that credit of Rights Entitlement in demat account of the physical shareholders takes place at least one day before Issue Closing Date in the manner provided in the SEBI Circulars.
- (m) Assist (including verification) the Company as the case may be, in (a) preparation of frequently asked questions, (b) providing an online dedicated investor helpdesk for guidance on the Application process and resolution of difficulties faced by the investors, (c) updation of Indian address/ email address/ mobile number of Eligible Shareholders of the Company, (d) updation of Demat account details by Eligible Shareholders holding shares in physical form;
- (n) Coordinating with the Depositories to suspend the ISIN of Rights Entitlement for transfers, from the Issue Closing Date;
- (o) The Registrar shall ensure that the Rights Entitlement against which Applications are not received, shall be lapsed after closure of the issue;
- (p) Ensuring that once the allotment is completed, the ISIN for Rights Entitlement shall be permanently deactivated in the depository system by the Depositories;
- (q) Opening appropriate demat escrow suspense accounts and ensuring same is done before the Record Date;
- (r) Drafting of Entitlement Letter and dispatch of the same to Eligible Shareholders along with application Form and Letter of Offer and coordinating printing of the same, if required;
- (s) Determining the shareholders who have valid email addresses to whom issue materials can be sent and the list of shareholders to whom dispatch of issue materials needs to be sent through email, and the list of shareholders to whom dispatch of issue materials needs to be sent through ordinary post as communicated by the Company and as required under SEBI Circulars and Applicable Laws;
- (t) In the event that the e-mail addresses of the Eligible Shareholders are not available with the Company or the Eligible Shareholders have not provided the valid e-mail address to the Company, upon instructions of the Company, the Registrar will be responsible to make reasonable efforts to dispatch the Issue Documents by way of physical delivery as per the applicable laws to those Eligible Shareholders who have provided their India address.
- (u) Reviewing and commenting on the contents of the Application Form, Abridged Letter of Offer, Rights Entitlement Letter and dispatch, electronically and other mode as specified in SEBI ICDR Regulations, to the Eligible Shareholders. The Registrar shall also upload the Letter of Offer, Abridged Letter of Offer, Application Form and details of Rights Entitlements on its website. However, the Registrar shall send/ dispatch Applications Forms, Rights Entitlement Letter and Abridged Letter of Offer only to the addresses of the Eligible Equity Shareholders who have provided their Indian addresses or through such other modes as may be communicated by the Company to the Registrar and shall not dispatch/ send any such documents to any Eligible Equity Shareholders whose addresses are outside of India; sending the Letter of offer,

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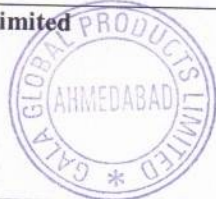
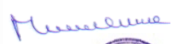

<p>For Gala Global Products Limited</p> <p><i>Vishal Craker</i></p> <p>_____ Authorised Signatory</p> 	<p>For KFIN Technologies Limited</p> <p><i>Munish Kumar</i></p> <p>_____ Authorised Signatory</p> 
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through email and any other mode as specified in SEBI ICDR Regulations, to the Eligible Shareholders who have provided their Indian addresses to the Company or who are located in jurisdictions where the offer and sale of the Rights Equity Shares is permitted under laws of such jurisdictions and in each case who make a request in this regard;

- (v) Ensuring dispatch of all issue materials whether electronically or physically (through ordinary post/ speed post/ registered post as may be required by the Company) is completed within the timelines prescribed under SEBI ICDR Regulations and other Applicable Laws, which is at least 3 days prior to the Issue Opening Date;
- (w) Issuing timely dispatch confirmation immediately after completion of dispatch to the Company to enable publishing and upload of the dispatch advertisement under Regulation 84 of the SEBI ICDR Regulations at least 2 days prior to the Issue Opening Date. Further, the Registrar shall also upload such advertisements in connection with the Issue on its website;
- (x) Ensure timely preparation and publication, dispatch and issue of confirmation thereto in connection with the post-Issue advertisements in accordance with Regulation 92 of the SEBI ICDR Regulations within 10 days of completion of various activities as specified under such regulation, and other Applicable Laws;
- (y) Providing the Issuer with the pre-Issue, Issue and post-Issue shareholding of the Issuer and other documents in relation to listing applications to be made to the Stock Exchanges, in the format specified under and in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended and as may be required;
- (z) Providing detailed instructions to the Banker(s) to the Issue and the SCSBs (including the format and timeline of receipt of information in relation to the Issue) at least three (3) Business Days before the Issue Opening Date;
- (aa) Keeping a proper record of Applications and Application Money received from Eligible Shareholders and Renouncees and paid to the Banker(s) to the Issue.
- (bb) Providing the split between Eligible Equity Shareholders and Renouncees in relation to the Rights Equity Shares applied for as part of their respective Rights Entitlement and additional Rights Equity Shares applied for, after Issue Closing Date in the following format:
Sec – 1431a

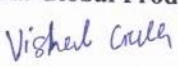
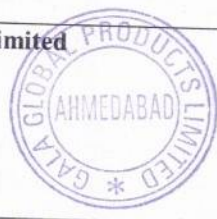
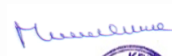

Category	Shares applied for		Rights Entitlement Additionally Purchased
	Entitlement	Additional	
Eligible Shareholders			
Renouncees			

- (cc) Providing daily collection figures in Rupees and the number of Rights Equity Shares applied for;
- (dd) Providing correct data and all required schedules no later than 5 (five) calendar days from the Issue Closing Date to the Issuer to finalise the basis of allocation and Allotment in coordination with the Designated Stock

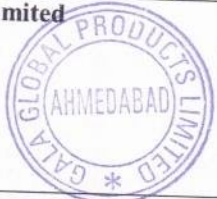

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Exchange for timely approval of the Basis of Allotment;

- (ee) Ensuring that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines, circulars and notifications and other Applicable Law and as specified in the Issue Documents;
- (ff) Post communication of the Basis of Allotment by the Issuer, preparing the list of Allottees entitled to allocation of Rights Equity Shares and preparing the Intimation cum Refund Advise, in consultation with the Issuer;
- (gg) Ensuring that correct credit of Rights Equity Shares to respective demat accounts of the Allottees or in the demat escrow account with respect to shareholders of the Company holding shares in physical form and who have not provided details of their demat account during the Issue Period, as specified in the Letter of Offer and as required under Applicable Laws and to receive the confirmation of credit of the Rights Equity Shares to the demat account of the Allottees and to the demat escrow account from each of the Depositories and submit the same to the Stock Exchanges and file, along with Company, the Allotment details with the Designated Stock Exchange to be appointed in connection with the Issue and confirm all formalities are completed;
- (hh) Assisting issuer in obtaining demographic details of all applicants from Depositories;
- (ii) Assisting issuer in obtaining details of holders of Rights Entitlements as on Issue Closing Date, from the Depositories;
- (jj) After reconciliation of valid Applications through ASBA process, funds blocked/ received in escrow account and Rights Entitlements demat holding list, the Registrar shall finalize allocation of securities offered through the Issue;
- (kk) The Registrar shall prepare the corporate action file for credit of shares to the respective demat accounts of the applicants based on basis of allotment approved by the Designated Stock Exchange to enable the issuer company to take corporate action with NSDL and CDSL and shall issue instructions to unblock bank accounts/ send refund intimation wherever necessary;
- (ll) Replying to queries from Applicants on the Application Form and on the method of application provided that any written advice from the Registrar to the Applicants shall be subject to the prior written intimation to the Company. However, if the Registrar receives any request for advice related to the Issue from Eligible Shareholders having return addresses situated in the United States of America, the Registrar shall duly forward the requests to the Company and shall not be responsible for dispatch of advice to such Eligible Shareholders;
- (mm) Collection and verification of regulatory approval, including approval from the Reserve Bank of India, submitted along with Application;
- (nn) Ensuring that all investor complaints received are suitably addressed on priority basis;
- (oo) Ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Rights Equity Shares are proposed to be listed, are taken within the timelines as notified by SEBI;

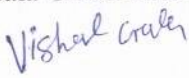

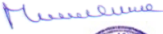

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- (pp) Ensuring that allotment made is correct and timely uploading of the correct file in the depository system;
- (qq) Providing / specifying the format to the SCSBs in which information in relation to ASBA is required;
- (rr) Dispatch of letters of Allotment / Allotment Advice / refund intimation or other permissible means to communication allotment and refund details in timely manner;
- (ss) Uploading the data of Allottees;
- (tt) Ensuring credit of Rights Equity Shares to the allottee's demat accounts within the time frame indicated in the Letter of Offer;
- (uu) Processing the rejected cases as per the procedure finalized with the Company or as mentioned in the Letter of Offer;
- (vv) Intimating to SCSBs and/or Banker(s) to the Issue, before Issue Opening Date, the Issue Opening Date and Issue Closing Date;
- (ww) Coordinating with SCSBs for submission of final certificates and escrow collection bank for provisional and finance certificate, after taking into account rectifications, if any;
- (xx) Reviewing the "Terms of the Issue" section and other procedural disclosures in the Issue Documents;
- (yy) Coordinating with the concerned Depository and ensuring that the number of Rights Entitlements / Rights Equity Shares Allotted to each category of Applicants is correct in all respects and taking necessary steps as prescribed by the Depositories for cancellation / extinguishment or RE ISIN, if required at the appropriate;
- (zz) Maintaining record of returned mail showing details of contents of the letter, details of refund intimations, date of dispatch, date of return and reasons for being returned;
- (aaa) Ensuring that a proper grievance handling mechanism is in place at its office during the Issue Period and after the Issue Closing Date, in accordance with Applicable Laws. Further, maintaining a complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which complaint is disposed of. Complaints received through SEBI or other statutory authorities and the Issuer, if any, shall also be recorded in the complaints register in addition to the complaints received directly;
- (bbb) Maintaining such other records in accordance with the SEBI RTA Regulations or as may be specified by SEBI, the Company in relation to carrying on the activities as Registrar to the Issue, provided the Registrar shall maintain all records for at least eight years;
- (ccc) Matching the DP ID, Client ID, and PAN, specified in the reconciled electronic data received from the Stock Exchanges and with the Depository's database;
- (ddd) Reconciling the compiled electronic data collected from the Stock Exchanges and the data/schedules collected from the SCSBs with the Rights Entitlements demat holding list, bank schedules provided by the

<p>For Gala Global Products Limited</p> <p><i>Vishal Gala</i></p> <p>_____ Authorised Signatory</p> 	<p>For KFIN Technologies Limited</p> <p><i>Munish Kumar</i></p> <p>_____ Authorised Signatory</p> 
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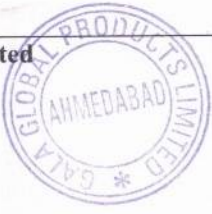

Banker(s) to the Issue;

- (eee) Rejecting the Applications (including ASBAs) in respect of which the DP ID, Client ID and PAN specified in the reconciled data does not match the details in the depository's database or in respect of folio number *vis-a-vis* records of the Company or Registrar;
- (fff) Drawing up a list of all technical rejection cases (including rejection for applications made through ASBA mode) in accordance with the Terms of the Issue section enumerated in the Letter of Offer and keeping the same ready for verification by the Issuer as required under Applicable Laws or other timeline which may be decided by the Issuer.
- (ggg) Providing a confirmation to the Company of the amounts to be transferred to the Banker(s) to the Issue or to be unblocked from the ASBA accounts;
- (hhh) Providing all necessary schedules, workings and / or certificates required for the Company:
 - (i) to make an application to the Stock Exchanges to seek in-principle approval;
 - (ii) to make an application to the Stock Exchanges to seek listing and trading approval of Rights Entitlement;
 - (iii) to make an application to CDSL / NSDL for ISIN creation, credit of Rights Entitlements in the temporary ISIN, credit of Rights Equity Shares to the Applicant as per Basis of Allotment;
 - (iv) to make an application to CDSL / NSDL for ISIN creation, credit of Rights Equity Shares in the temporary ISIN and for ISIN post-allotment of Rights Equity Shares; and
 - (v) to make an application for final listing and trading approval to the Stock Exchange.
- (iii) Keeping accurately, at all times, as required under applicable law, the physical and electronic records relating to all Applications received in relation to the Issue, including:
 - (i) ASBAs furnished by SCSBs;
 - (ii) particulars relating to the allocation and Allotment of Equity Shares against valid applications;
 - (iii) particulars relating to the requisite money to be transferred to the separate bank account maintained by the Issuer in a scheduled bank in terms of the Letter of Offer, the SEBI ICDR Regulations and the Companies Act; and
 - (iv) particulars relating to rejected and withdrawn ASBAs.
- (jjj) Coordinating with the Company to transfer the Rights Entitlements from suspense accounts to shareholders' accounts and (b) post Allotment, the Rights Equity Shares from demat escrow account to the demat account of the Eligible Shareholders, where details of demat account of such shareholders holding shares in physical form have been received, and in such situations, assisting the Company to reconcile for correct and timely credits/ transfers;
- (kkk) Finalizing various initial and final post-Issue reports, post-Issue monitoring reports such as the three-day

For Gala Global Products Limited   _____ Authorised Signatory	For KFIN Technologies Limited   _____ Authorised Signatory
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report and final-Issue monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Issuer, and shall ensure that such reports are based on authentic and valid documentation received from the SCSBs, the Escrow Collection Bank(s), the Refund Bank(s) and the collection centres;

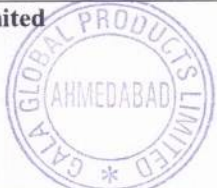

- (III) The Registrar also agrees to maintain records as per SEBI RTA Regulations, provided that the Registrar shall maintain all the records for at least eight (8) years.
8. The Registrar shall allow Eligible Shareholders to apply in the Issue in the electronic mode, including shareholders holding equity shares in physical mode and provided the demat details in appropriate time before Issue Closing Date. Further, without prejudice to the provisions of this Agreement, the Registrar shall:
- (i) Upload the requisite information on the Stock Exchanges' system, if and as required by the Stock Exchanges.
 - (ii) Ensure that payment amount is collected in a separate escrow account opened with a scheduled commercial bank registered with SEBI as a banker to the issue.
 - (iii) Assist in preparation and operation of frequently asked questions, online dedicated investor helpdesk, and helpline number to guide investors in gaining familiarity the application process and resolve difficulties faced by investors on priority basis.
 - (iv) Resolve difficulties faced by investors on priority basis in Application Process.
 - (v) Implement all checks and balances for an Application to be compliant with Applicable Laws and verify that Application is made through Investors' own bank account, through the latest beneficial position data of our Company containing Investor's bank account details, beneficiary account details provided to the depository, penny drop, fuzzy cheque process, cancelled cheque after offline background check and such other industry accepted and tested methods for online payment.
9. The Registrar shall not hand over any Application Form or other documents / records pertaining to the Issue to any other person, except to the Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Issuer, until the completion of dispatch of Allotment letters, refund intimations etc. The Issuer agrees that the Issuer will have access to all the Applications/ documents/ records pertaining to the Issue at the office of the Registrar until completion of the Issue related work mentioned herein.
10. The Registrar and its officers, employees and agents shall not, either during the term of, or before or after the termination of its appointment hereunder, divulge to any third party any confidential information about the Issuer or the Issue, which comes to its knowledge pursuant to its appointment hereunder. The Registrar may have to provide certain information regarding the Investors, including ASBA Investors, as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement. However, the Registrar shall give prior intimation to the Issuer before providing such information so as to enable the Issuer to obtain appropriate injunctive or other relief to prevent such disclosure.

For Gala Global Products Limited <i>Vishal Gala</i>  _____ Authorised Signatory	For KFIN Technologies Limited <i>Hemalata</i>  _____ Authorised Signatory
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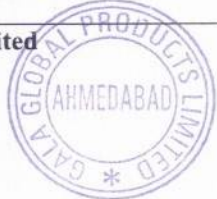

11. The Registrar will handle the Assignment from its office at Selenium Tower B, Plot 31-32, Gachibowli, Financial District, Nanakramguda, Hyderabad 500 032, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the said Issue.
12. The Registrar shall provide accurately and in a timely manner, all information to be provided by it under this Agreement and Applicable Laws, or as may be required by the Company, to ensure proper Allotment of the Rights Equity Shares, dispatch / email of instructions to SCSBs to unblock the bank accounts of the ASBA applicants and dispatch / email of allotment cum refund intimation and instructions to Banker(s) to the Issue. The Registrar shall be responsible for the correctness and validity of the information relating to any Refunds required to be made that has been provided by the Registrar to the Banker(s) to the Issue, including any of their correspondent banks.

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

13. The Registrar shall ensure compliance with all Applicable Laws including provisions of (i) the SEBI circular no. SEBI/CFD/DIL/31/2008/30/7 dated July 30, 2008, (ii) SEBI circular no. CIR/CFD/DIL/3/2010 dated April 22, 2010, (iii) the SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iv) SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, (v) the SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013, (vi) the SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020; and (vii) various other circulars issued by SEBI from time to time, to the extent applicable.
14. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Rights Equity Shares of the Company, be party to:
 - (a) creation of false market;
 - (b) price rigging or manipulation;
 - (c) passing of unpublished price sensitive information to any third party, including without limitation, brokers, members of the stock exchanges and other intermediaries in the securities market or taking of any other action which is not in the interest of the investors; and
 - (d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends, indulge in any insider trading.
15. The Registrar shall ensure that:
 - (a) The enquiries and complaints from applicants, shareholders and Renounees, including ASBA applicants, 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, address and redress investor complaints;

<p>For Gala Global Products Limited</p> <p><i>Vishal Crake</i></p> <p>_____ Authorised Signatory</p> 	<p>For KFIN Technologies Limited</p> <p><i>Manoj Kumar</i></p> <p>_____ Authorised Signatory</p> 
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- (c) Adequate steps are taken for proper allocation and Allotment of Rights Equity Shares and refund of Application Money without delay as per Applicable Laws;
- (d) All responsibilities are undertaken for any reach out made to shareholders holding Equity Share in physical mode, getting their demat account details, credit Rights Entitlements to the relevant suspense accounts, as may be required, any Rights Entitlements related matters, or matters in relation to making applications or Allotment in the Issue;
- (e) The information furnished to the SCSBs in discharging responsibility under the ASBA process in correct and valid; and
- (f) Demographic details provided by the Eligible Equity Shareholders or other investors in the Application Forms shall not be used by it for any purpose other than in relation to the Issue.
16. The Registrar shall act as a nodal agency for redressing complaints of investors, including providing guidance to ASBA investors regarding approaching the SCSB concerned or with respect to providing familiarity with the Application process or with respect to guidance on the procedural aspects with respect to the Issue.
17. The Company shall make available in advance to the Registrar, requisite funds for postage, mailing charges for dispatching Abridged Letter of Offer and Application Form and the Company shall be responsible for any delay on this account. In addition, the Company shall make available in advance to the Registrar requisite funds for postage mailing charges for dispatching of allotment letters, allotment advice, refund intimations *et cetera* seven days from the Issue Closing Date and the Issuer shall be responsible for any delay on this account, if proposed to be dispatched in printed form.
18. The Registrar will extend all facilities to complete Allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matter.
19. The Company agrees that it shall make available the relevant master data, both in physical and electronic form as on the Record Date, signature data / card, details of all stop transfer cases etc. and all such details, physical records and electronic data, that may be required in future as and when the same are called for from the Registrar.
- The Company agrees to extend support by uploading the corporate action files and executing Auto corporate actions as given/advised by the Registrar to the issue, for crediting of Rights Entitlement, for crediting of shares allotted pursuant to the basis of allotment and for extinguishment of lapsed RE's. The Company also agrees to carry out name verification in the NSDL & CDSL system and download beneficiary demographic details for the application data as provided by the Registrar to issue and share the output file with the Registrar.
20. The parties to this Agreement agree that formats of all reports, statements, and other documents shall be in conformity with the standard designs and formats as approved by the Designated Stock Exchange for the Issue.
21. The Registrar shall be required to inform the Company within 24 hours from receipt of any complaints of the investors and redress complaints of the investors (including ASBA applicant complaints) within 48

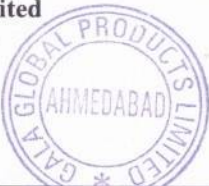

<p>For Gala Global Products Limited</p> <p><i>Vishal Guleri</i></p> <p>Authorised Signatory</p> 	<p>For KFIN Technologies Limited</p> <p><i>Munish Kumar</i></p> <p>Authorised Signatory</p> 
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hours from the receipt of the complaint during the currency of this Agreement and continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and upon the request of the Registrar, the Issuer shall extend necessary cooperation to the Registrar for it to comply with such regulations. The Registrar shall provide a status report of investor complaints on a fortnightly basis to the Issuer. Similar status reports should also be provided to the Issuer as and when required.

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

23. **Term and Termination**

- (i) This Agreement shall be effective from April 03rd, 2025 (the "**Effective Date**") and shall be valid until terminated as per the terms of this Agreement.
- (ii) The Company shall be entitled to terminate this agreement in the event the Registrar's Certificate of Registration is suspended/ cancelled or SEBI or any other regulatory, statutory, judicial and/or administrative authority debars the Registrar from carrying on its activities. In such an event, the Registrar shall duly compensate the Company for any loss suffered by the Company due to the cancellation / suspension of the certificate of registration of the Registrar by SEBI or any other authority. For avoidance of doubt, in the event of the Company decides not to proceed with the said Issue at any time for any reason, the Agreement shall be terminated without any requirement or liability of the Company to make any payment to the Registrar.
- (iii) The Company may terminate this Agreement with or without cause, upon seven days' notice to the Registrar of its intention to terminate the Agreement. Should the Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination. However, the Registrar shall continue to be responsible for this Agreement until termination of this Agreement.
- (iv) The Parties may mutually terminate this Agreement, upon giving 30 days' notice to the other.
- (v) The termination under this agreement shall be effective only when the new registrar is appointed for the Issue on the terms and conditions similar to the terms agreed upon herein and appropriate handover of data from the Registrar to the new registrar is carried out subject to fulfilling the requirements as may be prescribed by SEBI.
24. Should there be a major change in the date of opening of the Issue from the date indicated by the Issuer, from time to time, or in the event of a complete collapse or dislocation of business in the financial markets 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*, as may be mutually agreed to between the Parties, any of the Parties may terminate this Agreement with mutual consent before opening of the Issue and/or re-negotiate the Agreement. However, the Registrar shall continue to be responsible for the assignment until the new registrar takes over the duties and responsibilities of the Registrar. Provided that, without prior consent of the Company, the Registrar shall not withdraw from the Issue or re-negotiate this Agreement due to pandemic and any consequent restrictions/ lockdown and any change of circumstances thereof.
25. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as

<p>For Gala Global Products Limited</p> <p><i>Vishal Guler</i></p> <p>_____ Authorised Signatory</p> 	<p>For KFIN Technologies Limited</p> <p><i>Munish Kumar</i></p> <p>_____ Authorised Signatory</p> 
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agreed to herein and the Registrar will not be in any way construed to be an agent of the Issuer in any other business of the Issuer in any manner whatsoever.

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

The Registrar shall act with due diligence, care and skill, while discharging its functions, performing its duties and fulfilling its obligations under the terms and conditions set out herein and the Assignment. However, the Registrar shall indemnify and hold harmless the Company and its affiliates, officers, directors, advisors, successors, employees and agents (collectively "**Indemnified Party**") at all times from suits, claims, actions, losses, damages, penalties, costs, charges, expenses, notices, interest due to delay in refunding the amount and demands which may be made or initiated against the Company, by the Eligible Equity Shareholders for the Rights Equity Shares (including ASBA applicants), any holder of the securities issued or any third party as a consequence of any act or omission of or any failure, deficiency, negligence or error on the part of the Registrar any of its directors, officers, employees or agents in performing the Assignment under the Agreement. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Indemnified Party for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services in connection with the Assignments. The Registrar shall further indemnify and refund all costs incurred by the Indemnified Parties, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed solely by a party other than the Registrar, and where the Registrar has not acted negligently or committed an act of willful misconduct.

27. In an event of default of any of the duties and responsibilities of the Registrar herein or any error in the services rendered by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to rectify such defaults and the Registrar shall be directly responsible for any liability arising out of such error or failure to deliver the services contemplated in this Agreement. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three (3) working days upon being instructed by the Issuer; transfer all the documents in their possession including shares, to any other registrar/depositary as instructed by the Issuer and/or SEBI.
28. Any notice communication or documents to be given to the Parties may be given by personal delivery, registered/speed post, email. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by post on expiration of three (3) days after it has been delivered to the post office for onward dispatch and if given by email upon transmission thereof. Provided that, any notice etc., given by email shall be confirmed in writing. All notices to the Parties shall be addressed as under:


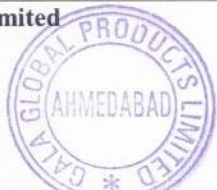
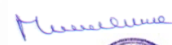

If to the Company:

Gala Global Products Limited

B-1, Laxmi Com. Co.Op. Estate, B/h Old Navneet Press,
Sukhramnagar, Ahmedabad, Gujarat, India, 380021

Telephone: +91 7575006161

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For Gala Global Products Limited	For KFIN Technologies Limited
  _____ Authorised Signatory	  _____ Authorised Signatory

Email: inf.galaglobal@gmail.com
Contact person: Vishal Gala

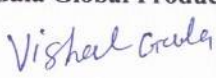
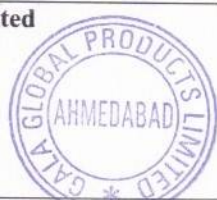
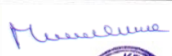

If to the Registrar:

KFin Technologies Limited
Selenium Tower B, Plot No.31-32
Gachibowli, Financial District
Nanakramguda, Serilingampally
Hyderabad 500 032
Telangana, India
Telephone: +91 40 6716 2222/1800 309 4001
E-mail: einward.ris@kfintech.com
Contact person: Mr. Murali Krishna

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

29. The Registrar and the Issuer agree that non-compliance of any of the covenants contained herein by the Registrar shall be reported to SEBI within seven days, by the Company.
30. The Registrar may have to provide certain information regarding the Eligible Shareholders as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement. The Registrar agrees that the Company will be informed of such requisition notice and the Registrar shall seek the Company's approval before sharing any information.
31. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, (ii) any dispute or difference arises between the Parties hereto as regards the validity and the interpretation of this Agreement and which is not settled within 15 days through negotiations, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Company, one by the Registrar and the two arbitrators so appointed will jointly appoint the third arbitrator). All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 as amended and shall be conducted in English. The Arbitration shall take place in Ahmedabad. Unless the arbitral tribunal directs otherwise, the Parties shall bear their respective costs in relation to the arbitral proceedings. The arbitral award shall state the reasons on which it is based. The arbitral award shall be final and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction.
32. The Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws and rules and with subject to the sole and exclusive jurisdiction if the courts of Ahmedabad.
33. Neither Party shall be entitled to assign any of its rights, duties, or obligations hereunder without the prior

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For Gala Global Products Limited   _____ Authorised Signatory	For KFIN Technologies Limited   _____ Authorised Signatory
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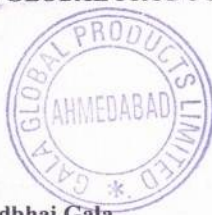
written consent of the other.

34. 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 Clause 7 (*Assignments of the Registrar*) Clauses 29 (*Events of Indemnity and Limitation of Liability*), 30 (*Default by the Registrar*), 32 (*Reporting of non-compliance by any Party of any of the covenants to SEBI*), 33 (*Supply of information by the Registrar*), 34 (*Dispute Resolution*), Clause 35 (*Jurisdiction*) and this Clause shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents, other information and data which are in the possession or custody of the Registrar shall be handed over to the Issuer within period of 15 days from date of termination.
35. If any provision(s) of this Agreement is held to be prohibited by or invalid under any Applicable Law or becomes inoperative as a result of a change in circumstances, such provision(s) shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement. The Registrar acknowledges and agrees that pandemic and any consequential restrictions/ lockdown shall not be construed change in circumstances.
36. 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.

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

For and on behalf of GALA GLOBAL PRODUCTS LIMITED

Vishal Gata



Authorized Signatory-
Name: Mr. Vishal Mulchandbhai Gata
Designation: Director
DIN: 00692090

Witnessed by:
Mrs. *Alpa J Pandya*

Alpa J Pandya

Address- *Ahmedabad*

For and on behalf of the KFIN TECHNOLOGIES LIMITED

Murali Krishan



Authorized Signatory-
Name: Mr. Murali Krishan
Designation: Sr. Vice President, Corporate Registry

Witnessed by:
Mr. Ch. Vikram

vikram

Address-Hyderabad

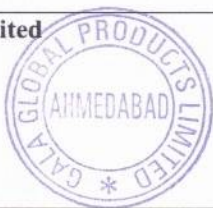
SCHEDULE I

Sr. No.	ACTIVITIES	RESPONSIBILITY
I.	PRE-ISSUE WORK:	
1.	Finalisation of Bankers to Issue, list of branches, controlling and collecting branches.	Registrar/ Issuer

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For Gala Global Products Limited

Vishal Gata



Authorised Signatory

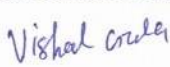
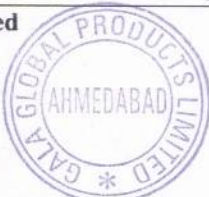
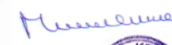

For KFIN Technologies Limited

Murali Krishan



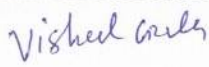
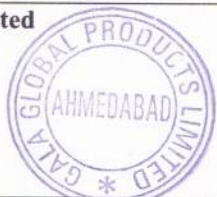
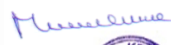

Authorised Signatory

Sr. No.	ACTIVITIES	RESPONSIBILITY
2.	Design of Application Form, Rights Entitlement Letter, Abridged Letter of Offer, Plain Paper Application, Company schedule, pre-printed stationery.	Registrar/ Issuer
3.	Preparing and issuing detailed instructions on procedure to be followed by collecting and controlling branches (incl. SCSBs).	Registrar
4.	Arranging, dispatch of application schedule for listing of applications to collecting and controlling branches.	Registrar
5.	Placing of orders for and procuring pre-printed stationery.	Issuer
6.	Creation of fully paid-up equity share ISIN and Rights Entitlements (RE) ISIN	Company/ Registrar
7.	Payment towards postage of blank Application Forms, covering letter and Letter of Offer, Abridged Letter of Offer and Rights Entitlement Letter.	Issuer
8.	Creation of Rights Offer Master and Over Printing Rights Entitlement Letter	Registrar
9.	Obtaining the existing data on a magnetic media / other storage device for calculation of rights entitlement	Registrar
10.	Crediting the Rights Entitlements (REs) in the special ISIN created for that purpose and taking necessary steps for cancelling/extinguished of the same at appropriate time Credit / transfer of REs in demat account of physical shareholders who have provided demat account details Credit of REs in demat suspense account of a) Equity Shares held in a demat suspense account pursuant to Regulation 39 of the SEBI Listing Regulations; or (b) Equity Shares held in the account of IEPF authority; or (c) the demat accounts of the Eligible Shareholder which are frozen or details of which are unavailable with the Company or with the Registrar on the Record Date; or (d) Equity Shares held by the Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date where details of demat accounts are not provided by the Eligible Shareholders to the Company or Registrar	Registrar
11.	Upload details of REs of shareholders on the Website	Registrar
II. ISSUE WORK:		
1.	Printing and dispatch of Application Form / Letter of Offer / Abridged LOF / Rights Entitlement Letter to Eligible Shareholders	Registrar
2.	Acceptance and processing of applications at designated collection centres in the manner prescribed under the SEBI Regulations	Registrar
3.	Co-ordinating for modification of Application in accordance with Applicable Laws on T+1.	Registrar
4.	Resolution of difficulties faced by Investors and Investors complaints on priority basis in Application process.	Registrar
5.	Obtaining details of REs as on issue closing date	Registrar/ Issuer Company
6.	Collection of daily figures from SCSBs. Informing the SCSBs about	Registrar

For Gala Global Products Limited   _____ Authorised Signatory	For KFIN Technologies Limited   _____ Authorised Signatory
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Sr. No.	ACTIVITIES	RESPONSIBILITY
	errors, if any, in the bid details, along with an advice to send rectified data within specified date	
7.	Receiving and processing plain paper applications	Registrar
8.	Expediting dispatch of applications, final certificate to the controlling branches of Bankers to the Issue / SCSBs.	Registrar
9.	Collection of applications along with final certificate and schedule pages from controlling branches of e Bankers to the Issue.	Registrar
10.	Uploading the Letter of Offer, Abridged Letter of Offer, Rights Entitlement Letter and Application Form on its website.	Registrar
11.	Expediting dispatch of final certificate from the controlling branches of Bankers to the Issue / SCSBs.	Registrar
12.	Informing Stock Exchanges/SEBI and providing necessary certificates to Issuer on closure of Issue.	Registrar
13.	Scrutiny of application received from bankers to the Issue and verification of signature of renouncers.	Registrar
14.	Numbering of applications and Company schedules and batching them for control purposes.	Registrar
15.	Transcribing information from documents to magnetic media for computer processing.	Registrar
16.	Reconciliation of number of applications, securities applied and money received with final certificate received from Bankers to the Issue / SCSBs with number of RE available in the special ISIN with respective details and such reconciliation with bid files.	Registrar
17.	Identify and reject applications of technical faults/rejections and duplicate applications in accordance with the terms in the Issue Documents.	Registrar
18.	Preparing statement for deciding Basis of Allotment by the Issuer in consultation with the Designated Stock Exchange.	Registrar
19.	Finalising Basis of Allotment for approval by the Designated Stock Exchange.	Registrar/Issuer
20.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division), if Allotment cannot be made within stipulated time.	Issuer
21.	Allotment of shares on the formula devised by Stock Exchanges.	Registrar
22.	Obtaining certificate from auditors that the Allotment has been made as per the basis of Allotment.	Issuer
23.	Upload of shares into depository system of shareholders, holding/opting for dematerialized mode	Registrar/ Issue company
24.	Preparing list of Allottees and non-Allottees as per the Basis of Allotment approved by the designated stock exchange	Registrar
25.	Preparation of Allotment register cum return statement, register of members, index register.	Registrar
26.	Printing / overprinting covering letters for refunding application	Registrar

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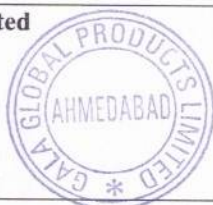
For Gala Global Products Limited   _____ Authorised Signatory	For KFIN Technologies Limited   _____ Authorised Signatory
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Sr. No.	ACTIVITIES	RESPONSIBILITY
	money, printing / overprinting of Allotment letter cum refund order.	
27.	Printing postal journal for dispatching Allotment letters and refund orders by registered/speed post.	Registrar
28.	Preparation of distribution schedule / Shareholding Pattern for submission to Stock Exchanges.	Registrar
29.	Preparing register of member.	Registrar
30.	Binding of application forms, application schedule and computer outputs.	Registrar
31.	Payment of consolidated stamp duty on Allotment letters.	Issuer company
32.	Handling investor grievances received through phone, email, fax, letter or any other mode and ensuring settlement of all investor complaints	Registrar / Issuer
33.	Provision of dispatch confirmation certificate to the Issuer	Registrar
34.	Preparing and publishing post-Issue advertisements giving such details within as required under Applicable Laws and within 10 days of completion of activities specified under Regulation 92 of the SEBI ICDR Regulation and other Applicable Laws	Registrar
35.	Providing initial and final post-Issue reports	Registrar
36.	Providing all relevant reports for listing, trading of Equity Shares within the timelines mentioned in the Issue Documents, in consultation with the Issuer	Registrar
37.	Finalising various post-Issue monitoring reports, along with relevant certificates/documents, in consultation with the Lead Manager and the Issuer, for submission to SEBI within the stipulated time	Registrar
38.	Issue of certificates and providing required details, for submission to SEBI/Stock Exchanges/auditors in relation to release of security deposit of the Issuer	Registrar
39.	Preparation of return of Allotment to be filed with the ROC and any other regulatory authority	Registrar
40.	Credit/ transfer of Rights Equity Shares from demat escrow account to the demat account of the Eligible Shareholders, where details of demat account of such shareholders holding shares in physical form have been received.	Registrar/ Company

For Gala Global Products Limited

Vishal Guler

Authorised Signatory



For KFIN Technologies Limited

Muneer

Authorised Signatory



SCHEDULE II
FEES PAYABLE TO REGISTRAR

1.4: Fee structure

The following is our fee structure for all the activities as under:

1.4.1: Processing Charges (Rights Issue)

#	Particulars	Fee (Rs.)
1.	Fees for calculation of rights entitlement, and generation / printing the registers thereof	Rs 1,50,000 -
2.	Fee for Composite Application Form Data creation/overprinting on CAFs	
3.	Creation of RE's in separate ISIN for the purpose of Renouncee share trading.	
4.	Creation of corporate action data and forms for uploading and crediting the respective RE's in the Depositories and to the Rights Shareholders' demat Account respectively.	
5.	Obtaining data from the exchanges after closure of the issue. *	
6.	Obtaining data from the depositories after closure of the issue ISIN wise. *	
7.	Charges for processing applications received under ASBA system, and collection of FC's from the SCSB's along with data.	NIL
8.	Validating, checking and preparing the file for finalization of technical rejection.	NIL
9.	Preparation for Final Allotment file for preparing Basis of allotment	NIL
10.	Fee for processing NRI applications.	NIL
11.	Preparation of Basis of Allotment documentation including minutes and other Annexures	NIL
12.	Co-ordination for in- principle approval.	NIL
13.	Creation of corporate action data and forms for uploading and crediting the Rights Shares in the Depositories and to the Allottee Shareholders' demat account respectively.	NIL
14.	Assisting in preparation of Listing related documentation	NIL
15.	Fees payable for coordination, collection of applications and schedules, Provisional and Final Certificates from the ASBA banks	NIL
16.	Taxes	As applicable

*The charges towards adequate Insurance cover, and charges payable to the Depositories downloading Demographic details of Applications / Bids, for Credit of Shares in the respective account of Investors, etc.,

1.4.2: Reimbursement of other expenses

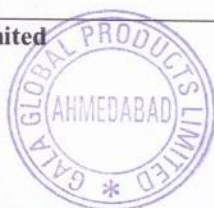
will be made directly by the company to the Insurance Company / Depositories. The Insurance policy would cover risk arising out of fraud, forgery, errors of commission / omission, etc.
The cost of easy read computer stationery, labor charges and other material inputs, postage, envelopes, binding, sealing, conveyance and travel expenses, telephone/telex /fax / telegram expenses, courier charges, (including Speed Post charges), taxes and levies, miscellaneous correspondence with investors, etc., will

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For Gala Global Products Limited

Vishal Gada

Authorised Signatory



For KFIN Technologies Limited

Munish Kumar

Authorised Signatory



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.

1.4.3: Preprinted stationery

All pre-printed stationery, such as allotment advices, CAN-cum-Refund orders, envelopes and other related items will be as per the quotation approved by the company.

1.4.4: Representatives Out-of-Pocket expenses

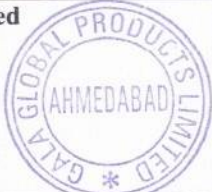

We have offices/representatives all over the country. Wherever applicable, these offices /representatives would follow-up with the Bankers for applications and ensure expeditious dispatch of applications from the collecting branches to our HO for further processing. These representatives will follow up and also ensure expeditious dispatch of applications from the collecting branches to their respective controlling branches, collection of applications, Provisional Certificates, Reconciliation, Final Certificates, etc., during the pendency and after closure of the issue.

All out of pocket expenses incurred on account of the above, i.e., telephone, courier charges, labor charges, collection and dispatch of applications, conveyance, traveling expenses if necessary, etc., shall be reimbursed at actual. Bills and documents in support thereof will be submitted wherever possible.



1.4.5: Payment Terms

An amount of ₹50,000/- should be paid to us as advance at the time of appointment and signing of the Contract. This payment is required to defray expenses to be incurred by us for preparation and dispatch of bank instructions, collection of applications, compilation daily figures etc. The following schedule of payment may please be noted:


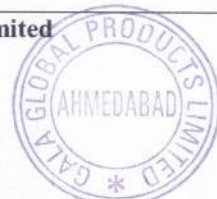
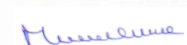

1. 40% of our fees on closure of the issue, comprising of Registrars fees, and reimbursable expenses (excluding postage and stamp duty)
2. The balance 60% of our fees and reimbursable expenses in addition to the amount payable towards postage and stamp duty, after deducting the advance paid at the time of appointment, immediately after approval of Basis of Allotment by the Regional Stock Exchange
3. In order to maintain the flow of all the activities, we request that the schedule for advances for expenses may be paid to us promptly.
4. The billing will be undertaken by us in three parts. The first interim bill will be raised immediately after closure of the issue to cover 40% of our fee based on reported figures, excluding advance, if any, received. The second interim bill will be raised immediately on finalization of basis of allotment. The final bill will be submitted by us within 20 days from the date of dispatch. The balance amount, if any, due and payable to us, will have to be released within a week of submission of our final bill.

<p>For Gala Global Products Limited</p> <p><i>Vishal Coker</i></p> <p>_____ Authorised Signatory</p> 	<p>For KFIN Technologies Limited</p> <p><i>Munish</i></p> <p>_____ Authorised Signatory</p> 
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SCHEDULE III
Certificate of Registration of the Registrar

निर्गम रजिस्ट्रार और शेयर अंतरण अधिकर्ता	भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA [निर्गम-रजिस्ट्रार और शेयर अंतरण अधिकर्ता] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (विनियम 8) (Regulation 8)	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION		
I. बोर्ड, भारतीय प्रतिभूति और विनियम 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 प्रबर्ण-I में निर्गम-रजिस्ट्रार और शेयर अंतरण अधिकर्ता/प्रबर्ण-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अधिकर्ता 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		
KFIN TECHNOLOGIES LIMITED Selenium, Tower B, Plot No. 31 and 32 Financial District, Nanakramguda, Serilingampally Hyderabad- 500032 Telangana, India		
को नियमों की शर्तों के अधीन रखते हुए और विनियमों के अनुसार क्रियाकलाप करते 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. निर्गम-रजिस्ट्रार और शेयर अंतरण अधिकर्ता का रजिस्ट्रीकरण कोड II. Registration Code for the registrar to an issue and share transfer agent is INR000000221		
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 तक विधिवान्य है। III. Unless renewed, the certificate of registration is valid from		
स्थान Place Mumbai तारीख Date April 1, 2022 <small>*जो लागू न हो उसे काट दें। *Delete whichever is not applicable</small>	 आदेश से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By order For and on behalf of Securities and Exchange Board of India  Dinesh Joshi प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory	

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For Gala Global Products Limited   _____ Authorised Signatory	For KFIN Technologies Limited   _____ Authorised Signatory
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