

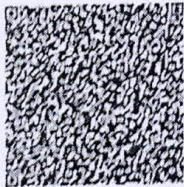
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INDIA NON JUDICIAL

Government of Jammu and Kashmir

e-Stamp

Certificate No. : IN-JK833330950756886W
 Certificate Issued Date : 05-Mar-2024 10:52 AM
 Account Reference : NEWIMPACC (SV)/ JK12524604/ JAMMU/ JK-JM
 Unique Doc. Reference : SUBIN-JKJK1252460456621661294207W
 Purchased by : SRM CONTRACTORS LTD
 Description of Document : Article 5 Agreement or Memorandum of an Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SRM CONTRACTORS LTD
 Second Party : BIGSHARE SERVICES PRIVATE LIMITED
 Stamp Duty Paid By : SRM CONTRACTORS LTD
 Stamp Duty Amount(Rs.) : 700
 (Seven Hundred only)



VIKAS KUMAR
 STAMP VENDOR
 Lic. No. JK/2018/103
 Panama Chowk, Jammu

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- Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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AMENDMENT AGREEMENT DATED MARCH 6, 2024

TO THE REGISTRAR AGREEMENT DATED SEPTEMBER 27, 2023

BY AND AMONGST

SRM CONTRACTORS LIMITED

AND

BIGSHARE SERVICES PRIVATE LIMITED



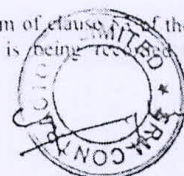
This Amendment Agreement to the Registrar Agreement (the "Agreement") is made at Jammu on March 6, 2024 by and among:

- 1) **SRM CONTRACTORS LIMITED**, a public limited company incorporated under the Companies Act, 1956 and having its registered office at Sector 3, Near BJP Head Office, Trikuta Nagar, Jammu - 180012, Jammu and Kashmir, India ("Company") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;
- 2) **BIGSHARE SERVICES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri East, Mumbai-400093 (hereinafter referred to as the "Registrar" or "Registrar to the Issue"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **OTHER PART**.

The Company and the Registrar are together referred to as "Parties", and individually as "Party", as the context may require.

WHEREAS

1. The Company proposes to undertake an initial public offering of equity shares of face value of Rs. 10 - of the Company (the "Equity Shares"), comprising a fresh issue of up to 62,00,000 equity shares (the "Issue") in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations") and other Applicable Laws (as defined herein) the Issue at such price as may be discovered through the book building process under the SEBI ICDR Regulations and determined by the Company in consultation with the BRLM (the "Issue Price"). The Issue will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with SEBI ICDR Regulations; and (ii) outside the United States, in offshore transactions in reliance on Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "Securities Act") and the applicable laws of the jurisdictions where offers and sales occur. The Issue may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLM, on a discretionary basis, in accordance with the SEBI ICDR Regulations.
2. The board of directors of the Company (the "Board") has, pursuant to its resolution dated August 29, 2023 has approved the Issue and the shareholders of the Company have, pursuant to resolution passed at their extra-ordinary general meeting dated September 30, 2023, approved the Issue.
3. The Company has appointed Interactive Financial Services Limited (the "BRLM") to manage the Issue on such terms and conditions as set out in the issue agreement including amended issue Agreement executed amongst the Company and the BRLM ("Issue Agreement").
4. The Registrar is an entity registered with the Securities and Exchange Board of India (the "SEBI") under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "RTA Regulations") and has a valid and subsisting registration no. INR000001385 to act as the registrar to the Issue.
5. The Company has filed the Draft Red Herring Prospectus dated September 30, 2023 with Securities and Exchange Board of India (the "SEBI") in accordance with the SEBI ICDR Regulations and subsequently, after incorporating all comments and observations received from SEBI and the Stock Exchanges, the Company proposes to file a red herring prospectus (the "Red Herring Prospectus") issued with respect to the Issue and upon successful completion of the Book Building Process, a prospectus issued with respect to the Issue, with the RoC, and BSE Limited and National Stock Exchange of India Limited (together, "Stock Exchanges") and SEBI in accordance with the Companies Act and the SEBI ICDR Regulations.
6. The Parties have entered into the registrar agreement dated September 27, 2023 (the "Registrar Agreement") to define the allocation of duties and responsibilities among the Parties.
7. Subsequent to the filing of the DRHP, SEBI has issued certain circulars that would be applicable to the Issue and the Parties hereby agrees to comply with all such applicable circulars.
8. Further, subsequent to the filing of the DRHP, SEBI has introduced SEBI master circular dated July 31, 2023, bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR 2023/131, as amended pursuant to the SEBI circular dated August 4, 2023, bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR 2023/135 issued by SEBI (collectively, the "SEBI ODR Circulars"), wherein disputes between institutional or corporate clients and specified intermediaries or regulated entities in the securities market as listed thereunder, can be resolved, at the option of the clients, by harnessing any independent institutional mediation, conciliation and / or arbitration institution in India and therefore Parties hereby agrees to comply with SEBI ODR Circulars.
9. In view of the above, and in order to facilitate the Issue, the Parties in term of clause 1 of the Registrar Agreement wishes to further amend the Registrar Agreement, which is being recorded under this Amendment Agreement



This Amendment Agreement to the Registrar Agreement (the "Agreement") is made at Jammu on March 6, 2024 by and among:

- 1) **SRM CONTRACTORS LIMITED**, a public limited company incorporated under the Companies Act, 1956 and having its registered office at Sector 3, Near BJP Head Office, Trikuta Nagar, Jammu - 180012, Jammu and Kashmir, India ("Company") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**.
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The Company and the Registrar are together referred to as "Parties", and individually as "Party", as the context may require.

WHEREAS

1. The Company proposes to undertake an initial public offering of equity shares of face value of Re. 1/- of the Company (the "Equity Shares"), comprising a fresh issue of up to 62,00,000 equity shares (the "Issue") in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations") and other Applicable Laws (as defined herein) the Issue at such price as may be discovered through the book building process under the SEBI ICDR Regulations and determined by the Company in consultation with the BRLM (the "Issue Price"). The Issue will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with SEBI ICDR Regulations, and (ii) outside the United States, in offshore transactions in reliance on Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "Securities Act") and the applicable laws of the jurisdictions where offers and sales occur. The Issue may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLM, on a discretionary basis, in accordance with the SEBI ICDR Regulations.
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9. In view of the above, and in order to facilitate the Issue, the Parties in term of clause 57 of the Registrar Agreement wishes to further amend the Registrar Agreement, which is being recorded under this Amendment Agreement.



NOW THEREFORE, the Parties do hereby agree as follows:

1. INTERPRETATION

All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Registrar Agreement or the Issue Documents (as applicable). In the event of any inconsistencies or discrepancies, the definitions in the Issue Documents shall prevail.

The Registrar Agreement, as amended by the Amendment Agreement, shall stand modified to the extent stated in this Amendment Agreement. The terms and conditions of this Amendment Agreement shall be read and interpreted in conjunction with those of the Registrar Agreement, as amended by the Amendment Agreement. The rules of interpretation set out in Section 1 of the Registrar Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement, mutatis mutandis.

In case of conflict between the provisions of this Amendment Agreement and the Registrar Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

All references to the Registrar Agreement after the date of this Amendment Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall refer to the Registrar Agreement, as amended by this Amendment Agreement.

Capitalized terms used, but not defined herein, shall, unless the context otherwise requires, have the meanings given to them in the Registrar Agreement, as amended by this Amendment Agreement.

2. AMENDMENT

The Parties agree that the existing Recital (8) of the Registrar Agreement, as amended by the Amendment to the Registrar Agreement, shall stand deleted and replaced in its entirety as follows:

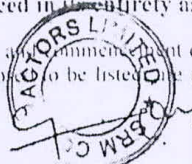
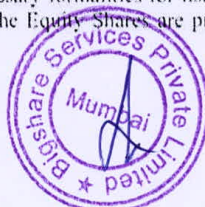
In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Issue. All individual investors applying in public issues where the application amount is up to ₹ 500,000 shall use UPI and shall provide their UPI ID in the bid-cum application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity) ("UPI Bidders") may also participate through the unified payment interface (the "UPI") process, in accordance with, and based on the timeline prescribed under SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 to be read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI/HO/CFD/DIL2/CIR/P/2022-45 dated April 05, 2022 SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 SEBI/HO/CFD/DIL2/P/CIR/2022-75 May 30, 2022, SEBI master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 SEBI Master circular no. SEBI/HO/CFD/POD-2/P/CIR/2023/00094 dated June 21, 2023, SEBI circular SEBI/HO/CFD/TPDI/CIR/P/2023/140 dated August 9, 2023 along with the circular issued by the National Stock Exchange of India Limited having reference no. 25/2022 dated August 3, 2022 and the circular issued by BSE Limited having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or the Stock Exchanges in this regard (collectively, the "UPI Circulars"), and any other applicable law. The UPI Circulars have come into force from January 1, 2019 in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI or the Stock Exchanges shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.

The Parties agree that the existing clause 17 of the Registrar Agreement, as amended by the Amendment to the Registrar Agreement, shall stand deleted and replaced in its entirety as follows:

Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer the dispute or difference of claim for resolution to an arbitration centre in terms of clause 47.

The Parties agree that the existing clause 8 (uuuu) of the Registrar Agreement, as amended by the Amendment to the Registrar Agreement, shall stand deleted and replaced in its entirety as follows:

(uuuu) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed are taken within



three Working Days from the date of closure of the Issue or within such timeline as prescribed by SEBI from time to time.

The Parties agree that the existing clause 47 of the Registrar Agreement, as amended by the Amendment to the Registrar Agreement, shall stand deleted and replaced in its entirety as follows:

"In the event of a dispute or breach by any Party, the defaulting Party shall be entitled to cure such breach within a period of 10 (ten) days of receipt of written notice of such breach by the non-defaulting Party(ies). In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference, concern or claim arises between the Parties in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 10 (ten) days after commencement of discussions (or such longer period that may be mutually agreed upon by the parties to the Dispute in writing) by amicable arrangement and compromise, then either Party may refer the dispute for resolution through binding arbitration to be conducted at and in accordance with the rules of the Jammu & Kashmir International Arbitration Centre .

Subject to and in accordance with applicable laws, the SEBI ODR Circulars (as defined here in below) and the rules of the Jammu & Kashmir International Arbitration Centre , the arbitration mentioned above shall be conducted as follows:

- (a) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
- (b) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration in Jammu, India;
- (c) Each of the Disputing Party shall appoint one arbitrator each arbitrators so appointed shall appoint the presiding arbitrator. In the event that the Parties fail to appoint an arbitrator or the arbitrators fail to appoint the presiding arbitrator as provided herein within 30 (thirty) days from the date of receipt of the notice required under the clause above, such arbitrator(s) shall be appointed in accordance with the Arbitration Act; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
- (d) the arbitrators shall have the power to award interest on any sums awarded;
- (e) the arbitration award shall state the reasons on which it was based;
- (f) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;
- (g) the Disputing Parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitrators;
- (h) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);
- (i) the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and

subject to the foregoing provisions, the courts in Jammu shall have jurisdiction in relation to proceedings, including with respect to grant of interim relief, brought under the Arbitration Act.

Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause

Nothing in this Clause shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Laws.



The Parties agree that following clause shall be added, numbered as Clause 55, in the Registrar Agreement, as amended by the Amendment to the Registrar Agreement:

"The Parties agree that the Offer is being undertaken in terms of inter alia SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 (T+3 Circular) and the Registrar shall ensure that it performs all its duties set out in this Registrar Agreement in accordance with the T+3 Circular...."

MISCELLANEOUS

Each Party, severally and not jointly and with respect to only itself, represents that this Amendment Agreement has been duly authorized, executed and delivered by, and is a valid and legally binding obligation of, such Party and enforceable against it in accordance with its terms.

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.

This Amendment Agreement may be executed by delivery of a facsimile copy or PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a facsimile copy or PDF format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such facsimile or PDF format signature page or at any time thereafter upon request, provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by facsimile or in PDF format.

If any provision or any portion of a provision of this Amendment Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly.

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THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **SRM CONTRACTORS LIMITED**

Authorised Signatory



Name: **Aradhita**

Designation: **Managing Director**



THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of Bigshare Services Private Limited

C. V. Saha

Babu Rapheal C
Dy. General Manager

