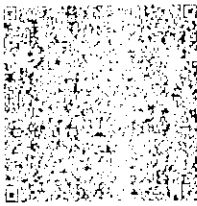




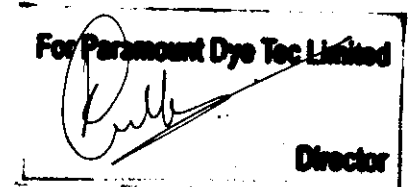
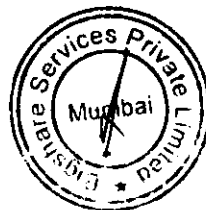
INDIA NON JUDICIAL Government of Punjab

e-Stamp

Certificate No. : IN-PB17001482395429W
 Certificate Issued Date : 18-May-2024 12:11 PM
 Certificate Issued by : pbmukgpts
 Account Reference : NEWIMPACC (SV)/ pb7051304/ LUDHIANA/ PB-LID
 Invoice Doc. Reference : SUBIN-PBPB705130434538075851430W
 Purchased by : HARMINDER SINGH
 Description of Document : Article 5 Agreement or Memorandum of an Agreement
 Property Description : Not Applicable
 Area of Property : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : PARAMOUNT DYE TECH LIMITED
 Second Party : BIGSHARE SERVICES PVT LTD
 Stamp Duty Paid By : PARAMOUNT DYE TECH LIMITED
 Stamp Duty Amount(Rs.) : 600
 (Six Hundred only)
 Stamp Infract Amount, Cess(Rs.) : 0
 (Zero)
 Stamp Duty Amount(Rs.) : 600
 (Six Hundred only)



Please verify the details with the issuing authority.



0005625078



REGISTRAR TO THE ISSUE AGREEMENT

THIS REGISTRAR TO THE ISSUE AGREEMENT (“RTA”) (HEREINAFTER REFERRED TO AS THE “AGREEMENT”) IS MADE ON MAY 21, 2024 AT LUDHIANA AMONGST:

BIGSHARE SERVICES PRIVATE LIMITED (CIN: U99999MH1994PTC076534), a company incorporated under the Companies Act, 1956 and having its Registered Office at E-3, Ansa Industrial Estate, Saki Vihar Road, Sakinaka, Mumbai-400072, Maharashtra, India (hereinafter referred to as **“the Registrar”**), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of **First Part**;

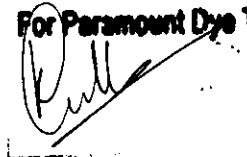

AND

PARAMOUNT DYE TEC LIMITED (CIN: U13997PB2024PLC060422), a Company incorporated under the Companies Act, 2013 and having its Registered at Village Mangarh, Machiwara Road, Kohara, Kohara, Ludhiana, Ludhiana, Punjab, India, 141112 (hereinafter referred to as **“the Company”/ “the Issuer Company”/ “Issuer”/ “Paramount Dye Tec”**) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**;

In this Agreement (The **“Company”** and the **“Registrar”** are hereinafter collectively referred to as the **“Parties”** and individually as **“Party”**).

WHEREAS

1. The Company is proposing an initial public issue of 24,30,000 (Twenty Four Lakh Thirty Thousand) equity shares of Rs. 10.00 each (the **“Equity Shares”**) of the Company comprising a fresh issue of up to 24,30,000 (Twenty Four Lakh Thirty Thousand) Equity Shares by the Company (the **“Fresh Issue”**) (the Fresh Issue shall collectively be referred to as the **“Offer”**, unless the context so requires); in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company in consultation with the Book Running Lead Manager in accordance with the Book Building Process under the SEBI ICDR Regulations, 2018 as amended from time to time at a price as may be disclosed in Prospectus filed with ROC being (the **“Issue Price”**). The Offer will be made (i) within India to Indian institutional, non-institutional and retail investors in reliance on Regulation S under the United States Securities Act of 1933, and (ii) outside the United States and India, in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law.
2. The issue is being made in accordance with Chapter IX of the SEBI ICDR Regulations, 2018 as amended, applicable for the issue of specified securities by Small and Medium Enterprises (**“SMEs”**).
3. The Board of Directors of the Company (the **“Board”**) has, pursuant to a board resolution dated April 16, 2024 have authorized the issue and the shareholders of the Company has approved the issue by way of a special resolution adopted, pursuant section 23, 32 and 62(1)(c)

<p>For Paramount Dye Tec Limited For Paramount Dye Tec Limited  Director</p> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited </p> <p>_____ Authorised Signatory</p>
---	---

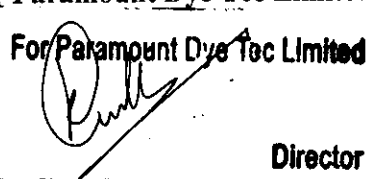

(Syndicate members, Registered Stock Brokers, Registrar and Transfer agent and Depository Participants)

10. Forms submitted under the ASBA process from prospective investors. SEBI by its circular (CIR/CFD/DIL/1/2016) dated January 01, 2016, has revised the contents of the application form and the manner of disclosure considering the amendments introduced by the aforementioned circulars.
11. All capitalized terms used in the Agreement but not specifically defined herein shall have the meaning as ascribed to such terms in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to be filed by the Company with SEBI, the Registrar of Companies and Stock Exchange, as may be applicable.

NOW THEREFORE the Parties do hereby agree as follows:

1. Interpretation & Definitions:

- 1.1 All capitalized used but terms not specifically defined herein shall have the meaning ascribed to such terms under the to be filed by the Company with SEBI and the Draft Red Herring Prospectus (the "DRHP") and Red Herring Prospectus (the "RHP") to be filed by the Company with the Registrar of Companies, Chandigarh ("ROC") and the Stock Exchanges, as applicable.
- 1.2 In this Agreement, unless the context otherwise requires:
 - a. words denoting the singular number shall include the plural and *vice versa*;
 - b. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;
 - c. heading and bold type face are only for convenience and shall be ignored for purposes of interpretation;
 - d. reference to the word "include" or "including" shall be construed without limitation;
 - e. reference to this Agreement or to any other agreement, deed or other instrument shall be construed as reference to such agreement, deed, or other instrument as may, from time to time, be amended, varied, supplemented or noted or any replacement or novation thereof;
 - f. reference to an Article, Clause, Section, Paragraph, Recital, Preamble, Schedule or Annexure is, unless indicated to the contrary, reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;
 - g. reference to any statute or statutory provision shall be construed as reference to such statute or provision as, from time to time, amended, modified or reenacted;
 - h. reference to the word "days" shall mean calendar days; and

<p>For Paramount Dye Tec Limited</p> <p>For Paramount Dye Tec Limited</p>  <p>Director</p> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited</p>  <p>Authorised Signatory</p>
--	--

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

“**Board**” shall mean the board of directors of the Company.

“**BRLM**” shall mean book running lead manager to the Issue, i.e. Gretex Corporate Services Limited

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

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

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

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

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

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

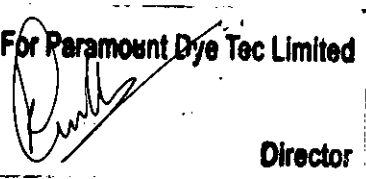

“**Issue Period**” shall mean period between the Issue Opening Date and the Issue Closing Date inclusive of both days, during which Bidders can submit their applications, including any revisions thereof.

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

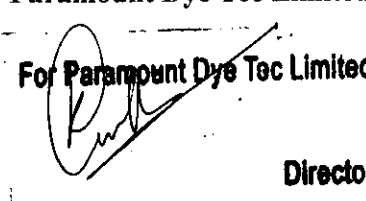

“**Offered Shares**” shall have the same meaning ascribed to in Recital 1;

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

“**Promoters**” shall mean the promoter of the Company, namely, Mr. Kunal Arora and Ms. Palki Arora.

<p>For Paramount Dye Tec Limited</p> <p>For Paramount Dye Tec Limited</p>  <p>Director</p> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited</p>  <p>Authorised Signatory</p>
--	--

- (a) This Agreement has been duly authorized, executed and delivered by it, and constitutes a valid and legally binding obligation of the Registrar, enforceable against it in accordance with the terms hereof. The execution and delivery of this Agreement, and its performance of its obligations hereunder by it, would not conflict with or constitute breach of any applicable law, any judgment, order or decree of any competent court or regulator, or any agreement, deed or undertaking entered into by it.
- (b) It has obtained a certificate of registration bearing Registration No. INR000001385 from SEBI, which is valid as on the date of this Agreement (the “Certificate”), attached as **Schedule III** hereto. Further, it is a ‘fit and proper person’ as per the criteria specified in the SEBI (Criteria for Fit and Proper Person) Regulations, 2004 and Schedule II of the SEBI (Intermediaries) Regulations, 2008. It is not an associate of the Company as mentioned under the SEBI RTA Regulations.
- (c) It has not violated any of the conditions subject to which the Certificate has been granted and no disciplinary or other proceedings have been commenced by SEBI and it is not debarred or suspended from carrying on its activities as a Registrar, including this Assignment. It shall ensure that the Certificate remains in force, including by taking prompt steps for its renewal, when due.
- (d) It has connectivity with the depositories, namely the National Securities Depository Limited (“NSDL”) and the Central Depositories Services (India) Limited (“CDSL”), and the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance and disaster recovery system and net worth to honor its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post- Issue correspondence. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment indicated herein and that due care, diligence and caution shall be taken and endeavor to ensure that there are no errors in the Assignment to be performed by the Registrar.
- (e) It shall perform and fulfill the Assignment, as described herein (including cooperation and compliance with any instructions the Company or the BRLM may issue in terms hereof), and provide such other functions, duties, obligations and services as required by applicable law (including as prescribed by SEBI and the Stock Exchanges and, specifically, the code of conduct specified in Schedule III of the SEBI RTA Regulations and the timelines prescribed by SEBI) in respect of the Issue, in an ethical, diligent, professional and timely manner, and with the highest standards of integrity, fairness, accuracy, due diligence, care and skill. It shall not take up any activities in conflict with the interests of the Company, the BRLM or the Company’s shareholders or the investors in the Issue, or in violation of applicable law and procedure notified by SEBI and the Stock Exchanges. It shall make adequate prior disclosure to the Company, and the BRLM of any potential areas of conflict of interest or duties likely to impair its ability to render fair, objective and unbiased services under this Agreement. It shall ensure that the Demographic Details provided by Bidders in the Bid cum Application Forms shall not be used by it for any purpose other than in relation to the Issue.

<p>For Paramount Dye Tec Limited</p>  <p>For Paramount Dye Tec Limited</p> <p>Director</p> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited</p>  <p>Authorised Signatory</p>
--	--

Application Forms from the applicants, in relation to the Issue (the “**Designated Intermediaries**”) before opening of the Issue, the Bid / Issue Opening Date and Bid / Issue Closing Date and time, including details of Price Band, Floor Price, Bid / Issue Period, if any;


- g) receiving and providing inputs to the Company for designing and printing the Bid cum Application Forms;
- h) collecting, within the timelines prescribed by SEBI and as specified by the Company and the BRLM:
 - (i) Bid cum Application Forms from various centers of the Bankers to the Issue and Designated Intermediaries;
 - (ii) electronic bid data (including ASBA data) from the Stock Exchanges;
 - (iii) aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary;
 - (iv) the physical Bid cum Application Forms from the Designated Intermediaries; and
 - (v) PAN, DP ID and Client ID details of valid beneficiary accounts from the Depositories;

in each case, in accordance with the instructions of the Company and the BRLM and reporting any disruptions / delay in the flow of Bid cum Application Forms from the Banker’s to the Issue and the SCSBs to the Company, and the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines;

- i) processing all Bids along with Bank Schedules received from the Designated Intermediaries in respect of the Issue and the electronic Bid file received from the Stock Exchanges in respect of the Issue;
- j) advising the Designated Intermediaries through the Stock Exchanges of mismatches, if any, that may warrant a correction of Bid data;
- k) where the Registrar requires to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;
- l) preparing a physical book on the basis of Bids received from Anchor Investor and delivering it to the Company and the BRLM;
- m) during the Issue Period, collecting the Bid file on a daily basis from Stock Exchanges / BRLM of ASBA Forms for a value of not more than Rs. 2,00,000 and validating the DP ID, Client ID and PAN with the Depositories’ database and providing a file to the SCSBs, which shall carry out blocking of funds on a daily basis;

For Paramount Dye Tec Limited

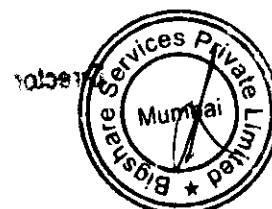
For Paramount Dye Tec Limited



Director

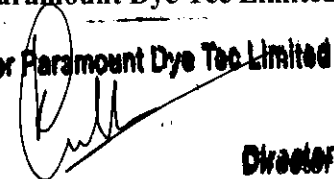

Kunal Arora
Managing Director
DIN: 09791270

For Bigshare Services Private Limited




Authorised Signatory

- bb) preparing a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Bidders and Retail Individual Bidders, indicating the technical reasons for rejection of such Bids;
- cc) ensuring that any SCSBs applying through ASBA shall apply in the Issue through a separate account opened with another SCSB, it being clarified that the failure of an SCSB to apply through another SCSB shall be rejected on technical grounds;
- dd) preparing the complete list of valid Bids (after all rejections, including rejections on technical grounds), and presenting such list category-wise;
- ee) validating the electronic Bid details with the Depository records and to reconcile the final certificates received from the SCSBs with the electronic Bid details in terms of the SEBI circulars, CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, CIR/CFD/DIL/3/2010 dated April 22, 2010, CIR/CFD/DIL/1/2011 dated April 29, 2011 and CIR/CFD/14/2012 dated October 4, 2012 on the basis of which the Basis of Allotment will be finalized;
- ff) weeding out Bid cum Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the RHP and as per the directions of SEBI and the Stock Exchanges, it being understood that the technical rejection list will be prepared based on electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms or their enclosures;
- gg) identifying inactive Demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations;
- hh) carrying out due procedures in relation to accurately identifying and rejecting multiple applications as provided in the Offer Documents;
- ii) providing correct data in time to enable the Company and the BRLM to determine and finalize the basis of allocation and / or the Basis of Allotment in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to allotment of the Equity Shares;
- jj) keeping accurately, at all times, the electronic records relating to ASBAs received from the Designated Intermediaries, including:
 - (i) bids taken from the online IPO system of the Stock Exchanges and Bids furnished by the Designated Intermediaries;
 - (ii) particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
 - (iii) particulars relating to the requisite money to be transferred to the Public Offer Account, in accordance with the terms of this Agreement, the Offer Documents and applicable law; and

<p>For Paramount Dye Tec Limited</p> <p>For Paramount Dye Tec Limited</p>  <p>Director</p> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited</p>  <p>_____</p> <p>Authorised Signatory</p>
--	---

Company, the Allotment details with the Designated Stock Exchange and confirm all formalities are completed;

- ss) ensuring that Allotment made is correct and timely uploading of the correct file in the depository system is made;
- tt) initiating corporate action to Allot Equity Shares to the successful Bidders, including by transfer from the Share Escrow Account, after the approval of Allotment of Equity Shares by the Board of Directors;
- uu) coordinating with the concerned Depositories and ensuring that the number of Equity Shares Allotted to each category of Bidders is correct in all respects;
- vv) dispatch of CAN / Allotment Advice / un-blocking instructions and credit of Equity Shares to the Allottees' Demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance in consultation with the Company / BRLM.
- ww) as per the instructions of the BRLM, moving funds from the Public Offer Account to the Company in accordance with the Offer Documents;
- xx) Coordinating with Refund Banks for dispatch of refunds whenever the refund send through electronic modes have bounced and maintaining proper records of such refunds;
- yy) providing all relevant statements / reports for finalization of Basis of Allotment, listing and trading, post- Issue monitoring reports etc. within the timelines mentioned in the Offer Documents, in consultation with the Company and the BRLM;
- zz) capturing data from the electronic Bid data files for payment of brokerage and commission, preparing the schedule of brokerage and commission payable to the Designated Intermediaries, based on the terminals from which the Bids considered eligible for Allotment were uploaded, and ensuring the dispatch of such schedules and statements within two Working Days of the finalization of the Basis of Allotment;
- aaa) consolidating the list of subscriptions received through the Underwriters to the Issue and evaluating their performance,
- bbb) ensuring compliance with applicable law, including, without limitation, SEBI Circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, SEBI Circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012; SEBI Circular No. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI Circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI Circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 by SEBI, and any other directions and clarifications issued by SEBI from time to time, in this regard;
- ccc) ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed, are

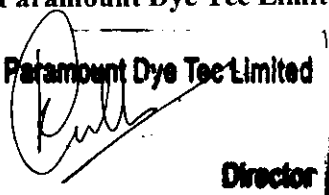
<p>For Paramount Dye Tec Limited</p> <p>For Paramount Dye Tec Limited</p> <p>Director</p> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited</p> <p>१०३ १०३१०३१०३१०३</p> <p></p> <p>_____ Authorised Signatory</p>
--	---

not limited to the Bank Schedule, Final Certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account;

- (b) final Bid file received from the Stock Exchanges;
- (c) all the electronic records obtained, received from all Designated Intermediaries, including Bids taken from the online bidding system of the Stock Exchanges and the Designated Intermediaries;
- (d) particulars relating to rejected Bids in the electronic file which did not get validated for the DP ID, Client ID or PAN with the Depositories' database;
- (e) demographic data of the Bidders obtained from the Depositories;
- (f) Basis of Allotment of Equity Shares to the Bidders as finalized by the Company in consultation with the Designated Stock Exchange, along with relevant annexures and details;
- (g) terms and conditions of the Issue of the Equity Shares;
- (h) particulars relating to the amounts to be transferred to the public Offer account and refunds to be made to investors;
- (i) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the Designated Intermediaries;
- (j) records of investor communication, including withdrawal requests and communication for verifying DP ID details;
- (k) list of names of successful bidders and unsuccessful bidders of the Equity Shares;
- (l) particulars relating to the allocation / Allotment of the Equity Shares for the Issue;
- (m) details of multiple electronic Bids (determined on the basis of common PAN) rejected by the Registrar;
- (n) all Bid cum Application Forms which are rejected and reasons thereof or withdrawn or unsuccessful along with the details of rejected / withdrawn / unsuccessful Bid cum Application Forms;
- (o) reconciliation between funds deposited in the Escrow Collection Banks or any of their correspondent banks and total of amounts stated in Anchor Investor Form;
- (p) refund orders dispatched to the investors and issue of duplicate refund orders if any;

For Paramount Dye Tec Limited

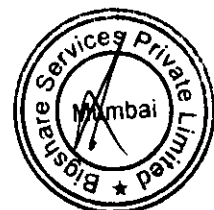
For Paramount Dye Tec Limited



Director

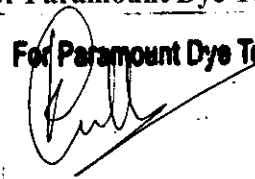
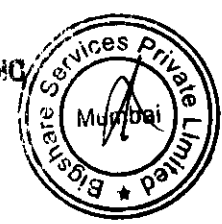
Kunal Arora
Managing Director
DIN: 09791270

For Bigshare Services Private Limited



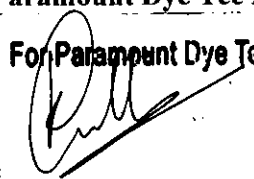
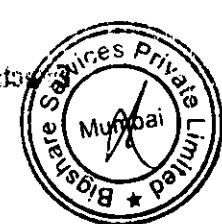
Authorised Signatory

- b. the enquiries / complaints from Bidders, including ASBA Bidders are dealt with adequately and in a timely manner in accordance with applicable law;
 - c. uniform procedure is followed for processing all Bid cum Application Forms
 - d. the Registrar has a proper system to track, address and redress investor complaints;
 - e. adequate steps are taken for proper Allotment and credit of Equity Shares and Unblocking of application monies without delay and as per applicable law;
 - f. it shall provide status update at a periodic interval to the BRLM and the Company;
 - g. for the electronic bids which are rejected as invalid because of DP ID / Client ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the necessary rejection data is being shared to SCSBs for unblocking;
 - h. the information furnished to the Designated Intermediaries in discharging its responsibility is correct and valid; and
 - i. it maintains an insider list in accordance with the directions of the Company.
- 12 The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
- a. creation of false market;
 - b. price rigging or manipulation;
 - c. passing of unpublished price sensitive information to any third party, including without limitation brokers, members of the Stock Exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors;
 - d. neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading; and
 - e. neither it nor any of their Directors, officers, or employees (wherever applicable), or to the Registrar's knowledge, any agent or representative of the Registrar has taken or will take any action in furtherance of an Issue, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Issue; and the Registrar and their affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

<p>For Paramount Dye Tec Limited</p> <p>For Paramount Dye Tec Limited</p>  <p>Director</p> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited</p>  <p>_____</p> <p>Authorised Signatory</p>
--	---

will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company. The Registrar agrees to return the excess funds to the Company in case the amount on actuals is less than the estimated account.

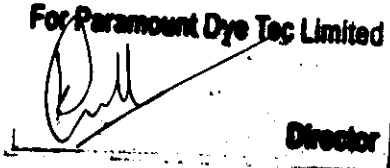

- 19 The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over subscription, allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matters.
- 20 The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching the concerned Designated Intermediary. The Registrar shall extend all necessary support to the Company, the BRLM, the SCSBs, the Registered Broker and the Syndicate as may be required for the smooth and speedy functioning of the ASBA process.
- 21 The Company agree and acknowledge that the Registrar may request physical Bid cum Application Forms directly from the Syndicate, SCSBs and the Registered Brokers in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints / grievances.
- 22 The Registrar shall liaise with the Company to ensure that the Equity Shares offered as part of Offer for Sale are transferred to a share escrow account a day prior to the Bid / Issue Opening Date. This will be done along with the BRLM.
- 23 The Registrar will finalize various post- Issue monitoring reports such as the three-day report or final Issue monitoring report, along with the relevant documents / certificates, in consultation with the post-Issue merchant banker, to be submitted to SEBI within the stipulated time.
- 24 The Registrar will provide all relevant statements / reports to ensure commencement of trading within the timelines mentioned in the Offer Documents, in consultation with the Company and the BRLM.
- 25 The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchange designated by the Company and the SEBI, as applicable.
- 26 Subject to applicable law, all fees and expenses relating to the Issue shall be borne by the Company. The fees and charges payable to the Registrar for handling the Assignment shall be as specified in **Schedule II** hereto, after deducting all taxes, duties and levies as per applicable law, provided that if the Registrar is unable to perform the Assignment as set out in this Agreement, the Registrar shall refund all sums that may have been paid to it by the Company, directly, as the case may be, except for any out-of-pocket expenses.
- 27 The Company agrees to take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission etc.

<p>For Paramount Dye Tec Limited</p> <p>For Paramount Dye Tec Limited</p>  <p>Director</p> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited</p>  <p>Authorised Signatory</p>
--	--

the SEBI RTA Regulations. The Company shall extend necessary cooperation to the Registrar for its complying with the SEBI RTA Regulations. The Registrar shall provide a status report of investor complaints and grievances on a fortnightly basis to the Company the BRLM.

- 33 In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any error or failure in such services rendered by the Registrar, the Registrar, at its own cost, take all measures to immediately rectify such defaults, errors or failure within two days of receipt of written notice by the Company. The Company shall be entitled to forthwith terminate the Agreement, if the Registrar is unable to rectify such defaults within two days of receipt of written notice by the Company, of such default, error or breach.
- 34 The Registrar shall be directly responsible to, and hereby indemnifies and shall keep indemnified, the Company and the BRLM and their respective directors, officers, employees, agents, affiliates, representatives and advisors from and against all suits, claims, actions, losses and demands which may be made or commenced against any such indemnified parties, by SEBI and / or the Stock Exchanges and / or any other statutory or regulatory authority or a court of law or any Bidder or holder of Equity Shares or other third party as a consequence of any act, omission, error, failure or deficiency on the part of the Registrar or any of its directors, officers, employees, agents, affiliates or representatives in performing the Assignment and services hereunder, provided that the Registrar shall not be liable for any indirect or consequential loss caused to the due to error or omission committed by it in good faith, where the Registrar has not acted negligently or committed an act of willful misconduct.
- 35 The Company will bear expenses for legal advice or action which may have to be taken by it for no lapse on the part of the Registrar but for any eventuality which may arise in connection with the Issue.
- 36 The Registrar may have to provide certain information regarding the Bidders to certain statutory and regulatory authorities including, without limitation, income tax authorities. The Parties acknowledge that providing such information strictly for such purpose shall not be in violation of this Agreement.
- 37 Any notice, communication or documents may be given by personal delivery, registered or speed post, or by facsimile. The notice, communication or document shall be deemed to have been served on the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered or speed post on expiration of three working days after the notice shall have been delivered to the post office for onward dispatch and if given by facsimile, on transmission thereof, provided however that any notice by fax shall be confirmed in writing. All notices to the Parties shall be addressed as under:

TO THE ISSUER	
Name	Mr. Kunal Arora
Designation	Managing Director
Address	Village Mangarh, Machiwara Road, Kohara, Kohara, Ludhiana - 141112, Punjab, India
Contact No.	+91 9056855519

<p>For Paramount Dye Tec Limited</p> <p>For Paramount Dye Tec Limited</p>  <p>Director</p> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited</p>  <p>Authorised Signatory</p>
--	--

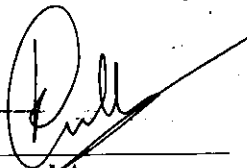
clarified that if the Agreement is prematurely terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination.

46 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

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

This signature page forms an integral part of the Registrar Agreement entered into by and among Bigshare Services Private Limited and Paramount Dye Tec Limited

For Paramount Dye Tec Limited

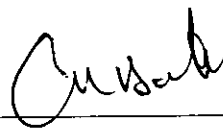


Director

**Kunal Arora
Managing Director
DIN: 09791270**

Has signed for and on behalf of **PARAMOUNT DYE TEC LIMITED**

Witnessed by: *Aniket Mishra*

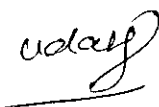


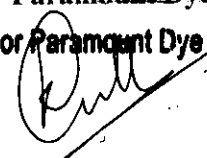




**Mr. Babu Rapheal
Deputy General Manager**

Has signed for and on behalf of **BIGSHARE SERVICES PRIVATE LIMITED**

Uday Niwase

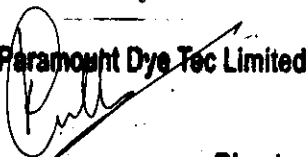
Witnessed by: 

<p>For Paramount Dye Tec Limited For Paramount Dye Tec Limited</p> <p> Director</p> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited</p> <p></p> <p>_____ Authorised Signatory</p>
---	---

S. No	Activity	Party Responsible
17.	Uploading of beneficiary account details to depositories	Registrar
18.	Matching with depository details	Registrar
19.	Identify and reject Bids with technical faults and multiple Bids with reference to applicable law and procedure; prepare the list of technical rejection cases including rejected Bids based on mismatch between electronic Bid details and Depositories' database	Registrar / BRLM / Company
20.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange	Registrar
21.	Keeping a proper record of applications and monies blocked from the Bidders and paid to the Company / SCSBs / Bankers to the Issue	Registrar
22.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	Company / Registrar
23.	Preparation of fund transfer schedule based on the approved Basis of Allotment	Registrar
24.	Assisting the company in Instructing the Depository to carry on the lock-in for pre- Issue capital	Registrar
25.	Preparation of list of Allotted entitled to be allocated Equity Shares	Registrar
26.	Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and Retail Individual Bidders, along with reasons for rejection of the Bids	Registrar
27.	Allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company / Registrar
28.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account with in the timelines specified in the ASBA process: (i) Number of shares to be allotted against each valid ASBA application (ii) Amount to be transferred from relevant bank account to the Company's Public Offer Account, for each valid ASBA (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account. (iv) Details of rejected ASBAs, if any, along with the reasons for rejections and details of withdrawn / unsuccessful ASBAs, if any, to enable SCSBs to unblock the respective bank accounts.	Registrar
29.	Assisting in obtaining certificate from auditor's / practicing company secretary that the Allotment has been made as per the approved Basis of Allotment	Company / Registrar
30.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by the Designated Stock Exchange for applicable categories	Registrar
31.	Preparation of allotment register-cum-return statement, index register	Registrar
32.	Credit too respective demat accounts in the time specified in the Draft Prospectus DRHP, the RHP and the Prospectus and as prescribed by SEBI	Registrar

For Paramount Dye Tec Limited

For Paramount Dye Tec Limited

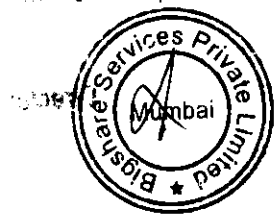


Director

Kunal Arora
Managing Director
DIN: 09791270

For Bigshare Services Private Limited

For Paramount Dye Tec Limited



Authorised Signatory

SCHEDULE II

Fees Payable to the Registrar

The following is our fee structure for all the activities in a Book Built Issue proposal:

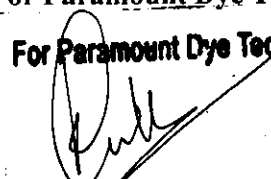

Sr. No	Particulars	Unit	Rates
1	Processing Fees		
2	Validating application data with depositories		
3	Hosting allotment / non allotment data on our website		
4	Basis of Allotment		
5	Listing related reports		
6	Written Communication, by email, fax, etc. for a period of 3 Months from the closure of issue.		Rs. 60,000/- For Sr. No 1-7
7	Follow up for application forms collections from banks, reporting collections, handling and servicing of pre and post-issue investors queries in person, or phone, follow up with banks for Annexure IV, follow up with banks for ASBA unblocking.		
8	Email Intimation for unblocking/allotment		Re. 1.00 per email
9	SMS intimation as per latest SEBI circular dated April 20, 2022		Re. 1.00 per SMS

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

Reimbursement of other expenses

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

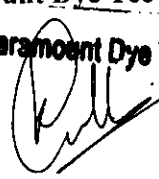

Pre-printed stationery

<p>For Paramount Dye Tec Limited</p> <p style="text-align: center;">For Paramount Dye Tec Limited</p> <div style="text-align: center;">  <p>Director</p> </div> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited</p> <div style="text-align: center;">  </div> <p style="text-align: center;">_____ Authorised Signatory</p>
--	---

SCHEDULE III

Certificate of Registration of the Registrar

<p>निर्णय विभाग और सेयर अंतरण अधिकारी</p>	<p>भारतीय प्रतिष्ठान और विनिमय बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA</p>	<p>REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS</p>
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, मुंबई-४०० ०७२</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, The Registrar And Transfer Agent</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, Mumbai-400 072</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी</p>		
<p>CERTIFICATE OF REGISTRATION</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, मुंबई-४०० ०७२</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, The Registrar And Transfer Agent</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, Mumbai-400 072</p>		
<p>BIOSHARE SERVICES PVT LTD E/2 J, ANSA INDUSTRIAL ESTATE SAKI - VIHAR ROAD, SAKINAKA ANDHERI (E), MUMBAI-400 072</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, मुंबई-४०० ०७२</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, The Registrar And Transfer Agent</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, Mumbai-400 072</p>		
<p>INR000001385</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, मुंबई-४०० ०७२</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, The Registrar And Transfer Agent</p>		
<p>निर्णय विभाग और सेयर अंतरण अधिकारी, Mumbai-400 072</p>		
<p>MUMBAI</p>		
<p>APRIL 09 2013</p>		
<p>K. SARAVANAN</p>		

<p>For Paramount Dye Tec Limited</p> <p align="center">For Paramount Dye Tec Limited</p> <div style="text-align: center;">  Director </div> <p>Kunal Arora Managing Director DIN: 09791270</p>	<p>For Bigshare Services Private Limited</p> <div style="text-align: center;">  Authorised Signatory </div>
--	---