



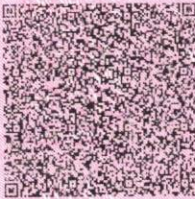
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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ32813549387740Y
Certificate Issued Date : 29-Jul-2026 02:56 PM
Account Reference : IMPACC (AC)/ gj13378711/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1337871157151444190322Y
Purchased by : RAKESH RAMANLAL SHAH AND KOMAL INFOTECH PVT LTD
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : PURVA SHAREGISTRY INDIA PVT LTD
Second Party : RAKESH RAMANLAL SHAH AND KOMAL INFOTECH PVT LTD
Stamp Duty Paid By : RAKESH RAMANLAL SHAH AND KOMAL INFOTECH PVT LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Size: 100x100mm

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

FH 0018347204

**AGREEMENT BETWEEN THE REGISTRAR TO OPEN OFFER AND
THE ACQUIRER**

This Memorandum of Understanding made on 29-07-2026 at Mumbai between **Purva Sharegistry (India) Pvt. Ltd.**, a company within the meaning of the Companies Act, 1956 and having its Registered Office at Unit No. 9 Shiv Shakti Industrial Estate, J. R. Boricha Marg, Lower Parel (E), Mumbai 400 011, (hereinafter referred to as "Registrar to Open Offer and Share Transfer Agent (RTA)" (which expression shall unless it be repugnant to the subject or context include its successors and assigns) AND **Rakesh Ramanlal Shah**, son of Ramanlal Chunilal Shah aged 73 years, having PAN AHZPS0616G, residing at E-37, Ayojannagar Society, near Shreyas crossing, Paldi, Ahmedabad-380007, Gujarat, India AND **Komal Infotech Private Limited**, a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at 40, Asia House, Nr. Swastikchar Rasta, Navrangpura, Ahmedabad-380009, Gujarat, India, (hereinafter referred to as the "Acquirers") of the shares of **ECS Biztech Limited** (hereinafter referred to as "Target Company") Pursuant to Regulation 3(1) and 4 of SEBI (substantial Acquisition of shares & take over) Regulations.

WHEREAS

- 1) The Target Company has to render services relating to transfer, transmission, etc., in accordance with its Article of Association.
- 2) The Registrar (RTA) is a SEBI registered category I Registrar to IPO and share Transfer Agent having registration no: INR000001112 and the acquirer has approached the Registrar to act as Registrar and Share Transfer Agent and the Registrar has accepted the assignment.
- 3) In terms of Rule 4 (1) (b) of the SEBI (Registrar to and issue and Share Transfer Agent) Rules, 1993, the Registrar is required to enter into a valid agreement with the acquirers on whose behalf the RTA shall act as Registrar to the Open Offer and in pursuance of the same the RTA and the acquirers have entered into an agreement being these presents.

NOW THERE OF, the company and Transfer Agent do hereby agree as follows:

- 1) The acquirers hereby appoint the RTA as Registrar to Open Offer & Share Transfer Agent and the RTA accepts such appointments.
- 2) The RTA hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
- 3) The acquirers will ensure that all records/ reports/ documents are handed over to RTA after its appointment. The responsibility of the RTA will commence on receipt of records/ reports / documents.
- 4) The acquirers will inform shareholders/ debenture holders/ Investors by way of Press notice/ letters /other media about the appointments of the RTA.
- 5) The RTA declares and undertakes that:
 - a) It has obtained permanent certificate of registration from SEBI and that the certificates is valid from 16-07-2013. It shall also ensure that the certificate of registration shall remain in force by taking prompt steps for its renewal.
 - b) It is electronically linked with National Securities Depository Ltd. (NSDL) and Central Depository Services Ltd., (CDSL) to handle all securities in the dematerialised form.
 - c) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred/ suspended from carrying on its activities.

FOR, KOMAL INFOTECH PRIVATE LIMITED

DIRECTOR/AUTHORISED SIGNATORY

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- d) It shall perform its duties with highest standard of integrity and fairness and shall act in an ethical manner in all its dealings with clients, investors etc., and the it will not takes up any activities which is likely to be in conflict with its own interest, interest of the company and investors and / or contrary to the directions issued by SEBI.
- e) It shall carry out its duties/ responsibilities and complete all the formalities within the specified time limits as per the relevant Statutes, SEBI Guidelines and Stock Exchange Regulations.
- f) In case of change in status/ constitution then it will obtain permission from SEBI.
- 6) The acquirer hereby confirms that it has satisfied itself about the capability including the infrastructure especially the computer hardware and requisite software i.e. share accounting packages of the RTA to handle the assignment.
- 7) The acquirer hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, Guidelines for disclosure and Investor Protection issued by SEBI, listing agreement of Stock Exchanges and other relevant statues pertaining to open offer and Share Transfer activities.
- 8) The acquirers and the Transfer Agent agree to their functions, duties and obligations in respect of each activity relevant to the Open Offer and Share Transfer as specified in the schedule I here to. However, the following activities shall form part of the Transfer Agent's functions and responsibility during the currency of this agreement.
 - i) To dispatch the offer document along with transfer deed to the existing share holder as on record date by registered post / UPC.
 - ii) To accept the transfer deed and share certificates during the offer period and to issue receipt.
 - iii) To inform the acquirers/ lead manager about the shares received for transfer during the offer period.
 - iv) To verify the transfer deed and prepare acceptance/ rejection reports for the applications received.
 - v) To decide with the lead manager about the quantity of shares to be accepted in case of over subscription.
 - vi) To print the split register in case of over subscription and print share certificates.
 - vii) To prepare the cheques for the successful transferor and take the signature of authorised signatories.
 - viii) To print the covering letters for all application.
 - ix) To arrange for signing of share certificates by authorised signatory and to affix the common seal.
 - x) To prepare the share transfer register and take approval form the company.
 - xi) To dispatch the covering letters, cheques and share certificates from the company.
 - xii) To endorse the reverse of share certificates in the name of acquirers as per their percentage.
 - xiii) To print covering letter and dispatch the share certificates to the acquirers.

- 9) The Transfer Agent will handle the transfer work from its office at:

Unit no. 9, Shiv Shakti Industrial Estate,
J. R. Boricha Marg, Near Lodha Excelus,
Lower Parel (E),
Mumbai -400011.

The above address shall be printed on all relevant stationary pertaining to the said transfers, etc.,

- 10) The Transfer Agent shall act as the electronic link between the Company & NSDL/CDSL to handle work relating to dematerialisation, dematerialised securities and rematerialisation.
- 11) All the input materials that are to be supplied by the acquirers/ agreed to be supplied by the company will be delivered by the acquirers at its cost at the office of the Transfer Agent stated above in Clause 9 and all finished tabulations, statement, unused stationery bearing the name and the letterhead of the acquirers and all original documents supplied by the acquires to the Transfer Agents are to be delivered by the Transfer Agents at acquirers cost to such address as may be specified.

FOR, KOMAL INFOTECH PRIVATE LIMITED

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- 12) The RTA responsibility under this agreement will be restricted to the duties of the registrar to Open Offer and Share Transfer Agent as agreed to herein and the Transfer Agent will not be in any way construed to be an agent of the acquirers in its other business in any manner whatsoever.
- 13) The RTA shall not during the term of this agreement or thereafter, either directly, or indirectly, for any reason whatsoever, divulge, disclose or make public any information whatsoever which may come to their knowledge during or as a result of their appointment as Transfer Agent of the company and whether concerning the business, property, contracts, methods, transactions, dealings, affairs of members of the company or otherwise, save in accordance with the performance of their duties hereunder or as required by law.
- 14) RTA shall use its best efforts to perform the duties assigned to it in terms of this agreement with the utmost care and efficiently. RTA shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by it. RTA shall however, not be responsible or liable for any direct or consequential omission/ commission committed by the RTA in good faith or in absence of its negligence or breach of the terms of this agreement or due to reasons beyond the Transfer Agents reasonable control.
- 15) Company is primarily responsible for the work of share Transfer work assigned to STA The STA should execute the work efficiently and with due diligence and care, however, the Transfer Agent shall indemnify the company and its successors from and against all suits, claims, actions and demand which may be made or commence against the acquirers by any holder of the securities issued or other third party as a consequence of any failure or deficiency on the part of the Transfer Agent in performing or fulfilling, providing any of the function, duties, obligations and services hereunder, however, the Transfer Agent shall not be liable for any indirect or consequential loss caused to the acquirers due to error or omission committed by it in good faith and unless such damage are caused by the negligence, will full misconduct, failure to act or recklessness of the Transfer Agent.
- 16) Any notice, communication or documents may be given by personal delivery, registered post or by fax. The notice, communication or documents shall be deemed to have been served upon the party to whom it is given if given by personal delivery when so delivered, if given by post on expiration of three days after the notice etc., shall have been delivered to the post office for onward dispatch, if given by fax thereof provided that any notice etc. given by fax, shall be confirmed in writing.
- 17) The RTA and the acquirers agree that in case of non compliance of any of the covenants contained in these presents a report thereof shall be made to SEBI within 7 days.
- 18) The RTA shall redress complaints of the investors within one month of receipt of the complaint during the currency of the agreement. This however, shall not exempt the RTA from redressing the complaint of the Investors within one month during the period it is required to maintain the records under the SEBI (Registrars to an issue and share Transfer Agents) Regulations, 1993 and the acquires shall do all such things and extend necessary co operation for the Transfer Agent complying with this Regulations.
- 19) The acquirers and the RTA agree that the fees and charges payable to the RTA shall be as specified in schedule I attached herewith.

PAYMENT TERMS

- (a) Rs.10,000 advance on appointment
 - (b) Rs.10,000 on dispatch of cheques to the share holders.
 - (c) Balance on handling over transferred shares to acquires
 - (d) All out of expenses to be paid in advance / on submission of the bill.
- 20) The acquirer shall take special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission etc.

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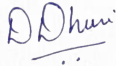
FOR, KOMAL INFOTECH PRIVATE LIMITED

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DIRECTOR/AUTHORISED SIGNATORY

- 21) Should there be major change in scope of work from that indicated above or in the event of complete collapse or dislocation of business in the financial market of our country due to war, insurrection or any other serious sustained political or industrial disturbance or in the event of force majeure, the Transfer Agent shall have option to withdraw its appointment or renegotiate the contract. However, the transfer Agent shall be liable for the activities done till termination of the contract.
- 22) The acquirers will provide all required stationery items, envelopes and postage expenses well in advance to enable RTA to process all transfers, transposition, transmission and other share transfer related activities. The acquirers shall ensure that after the approval of transfer requests by transfer committee, the funds for dispatch will be made available to Transfer Agents to complete dispatch of transferred certificates within the stipulated time as prescribed in Companies Act/ Listing agreement.
- 23) If the transactions covered under this agreement are liable to any sales tax or other levy the acquirers shall reimburse to the Transfer Agent their liability for payment of such tax/levy including interest and other sum if any payable in respect thereof.
- 24) The acquirers will bear expenses for legal advice/ action which may have to be taken for no lapse on the part of the Transfer Agent but for any eventuality which may arise in connection with the issue work.
- 25) The acquirers shall designate at all times a person/s with who the Transfer Agent shall liaise for all requirements.
- 26) Other conditions as mutually agreed between the acquirers and the transfer Agent.
- 27) In case of any dispute, both the parties shall appoint arbitrator and try to resolve the dispute. However, if the dispute can not be settled, then the parties may file the case in the court of law at Mumbai.
- 28) This agreement is subject to Mumbai Jurisdiction.
- 29) THIS AGREEMENT SHALL COMMENCE FROM THE DATE OF THIS AGREEMENT

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

SIGNATURE OF AQUIRER 1	SIGNATURE OF AQUIRER 2
 Name: Rakesh Ramanlal Shah	For Komal Infotech Private Limited  DIRECTOR/AUTHORISED SIGNATORY Rakesh Ramanlal Shah Director
SIGNATURE OF REGISTRAR TO OPEN OFFER AND SHARE TRANSFER AGENT	
  Name: Deepali Gaonkar Designation: Compliance Officer	

SCHEDULE - I

Schedule of fees:

Service charges for the above scope of work shall be Rs. 50,000/-.

In addition to above, Re. 1/- per folio for sending emails subject to minimum of Rs. 1,000/-.

The following out of pocket expenses shall be paid by acquirers on cost basis

- 1) Printing & Stationary
- 2) Postage
- 3) ESCROW Demat account charges.
- 4) Envelopes
- 5) Mailer service charges
- 6) Any other out of pocket expense that may be required to be incurred for the above scope of work

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FOR, KOMAL INFOTECH PRIVATE LIMITED

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DIRECTOR/AUTHORISED SIGNATORY