



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ51208496487384U
Certificate Issued Date : 30-Apr-2022 09:24 PM
Account Reference : IMPACC (SV)/ gj13105904/ SURAT/ GJ-SU
Unique Doc. Reference : SUBIN-GJGJ1310590433868038084630U
Purchased by : AETHER INDUSTRIES LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : Addendum to Agreement with Registrar
Consideration Price (Rs.) : 0
(Zero)
First Party : AETHER INDUSTRIES LIMITED
Second Party : Link Intime India Private Limited
Stamp Duty Paid By : AETHER INDUSTRIES LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



JD 0002123502

VOID VOID VOID

Stamping Code

This stamp certificate should be verified at www.stampcertstamp.com or stamp Mobile App of Stock Holding
Corporation of India. Details on this Certificate and its validity is the subject of "Stamp App" version 1.0.0.0.
For any queries, please contact the user support team at stampcert@scih.co.in

DATED MAY 7, 2022

AMENDMENT TO THE REGISTRAR AGREEMENT

AMONG

AETHER INDUSTRIES LIMITED

AND

PURNIMA ASHWIN DESAI

AND

LINK INTIME INDIA PRIVATE LIMITED

This **AMENDMENT TO THE REGISTRAR AGREEMENT** (the “**Amendment Agreement**”) is entered into on May 7, 2022, at Mumbai amongst:

1. **AETHER INDUSTRIES LIMITED**, a company incorporated under the laws of India having its registered office at Plot No. 8203, GIDC Sachin, Surat- 394230, Gujarat (hereinafter, referred to as the “**Company**”),
2. **PURNIMA ASHWIN DESAI**, wife of Ashwin Jayantilal Desai, an Indian residing at Aangan, 40, Jaldarsan Society, B/H Gokul Row, House Umra, Surat City, SVR College, Surat- 395007, Gujarat, India, of the SECOND PART; (the “**Promoter Selling Shareholder**”)
3. **LINK INTIME INDIA PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Offer**”), 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 THIRD PART**.

The Company, the Promoter Selling Shareholder and the Registrar are individually referred to as the “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- (A) The Parties have entered into a registrar agreement dated December 16, 2021 (“**Registrar Agreement**”).
- (B) The Registrar is an entity registered with 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. INR000004058 to act as the registrar to the Offer.
- (C) The Parties are desirous of amending certain provisions of the Registrar Agreement and it shall stand amended in the manner detailed below.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. INTERPRETATION

Except to the extent modified as per Clause 4 hereof, all other provisions of the Registrar Agreement shall apply *mutatis – mutandis* to this Amendment Agreement. The Registrar 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. In the event of an inconsistency in the interpretation of the provisions of the Registrar Agreement and this Amendment Agreement, the terms of this Amendment Agreement shall take precedence.

The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Registrar Agreement. The Registrar Agreement read along with the Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Registrar Agreement and all terms and conditions of the Registrar Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent 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.

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.

2. EFFECTIVE DATE

Subject to Clause 1 above, this Amendment Agreement shall be effective on and from the date of execution hereof. The Registrar Agreement shall be read and understood henceforth as amended by this Amendment Agreement.

3. CONTINUING OBLIGATIONS

All the provisions of the Registrar Agreement shall, save as amended by this Amendment Agreement continue in full force and effect.

4. AMENDMENT

The Parties agree that the existing Recital (A) of the Registrar Agreement shall stand deleted and replaced in its entirety as follows:

“The Company and the Promoter Selling Shareholder, in consultation with the BRLMs (defined hereinafter), are proposing to undertake an initial public offering of equity shares of face value ₹ 10 each of the Company (the “Equity Shares”, and such initial public offering, the “Offer”), comprising of a fresh issue of Equity Shares aggregating up to ₹ 7,570 million (“Fresh Issue”) and an offer of up to 2,820,000 Equity Shares (“Offered Shares”) through an offer for sale by the Promoter Selling Shareholder (“Offer for Sale”, and together with the Fresh Issue, the “Offer”) through the book building method (the “Book Building Process”) as prescribed under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (the “SEBI ICDR Regulations”) at such price as may be determined or discovered based on the Book Building Process and agreed to by the Company and the Promoter Selling Shareholder in consultation with the book running lead managers to the Offer (the “Offer Price”) in accordance with the requirements of the Companies Act, 2013, the SEBI ICDR Regulations and other Applicable Law. The Company, in consultation with the BRLMs, may consider a further issue of Equity Shares aggregating up to ₹ 1,300.00 million, at its discretion, prior to filing of the Red Herring Prospectus with the Registrar of Companies (“Pre-IPO Placement”). If the Pre-IPO Placement is completed, the Fresh Issue size will be reduced to the extent of such Pre-IPO Placement, subject to compliance with Rule 19(2)(b) of the SCRR. The Offer will include a reservation for Eligible Employees (as defined in the Draft Red Herring Prospectus and such portion will be referred to as the “Employee Reservation Portion”). The Offer includes an offer (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations and in reliance on Regulation S (“Regulation S”) under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”) and (ii) outside India and the United States, to institutional investors in “offshore transactions” as defined in and in reliance on Regulation S and in each case, in compliance with the applicable laws of the jurisdictions where offers and sales are made.”

5. 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 Amendment Agreement may be executed in 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, PROMOTER SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories, on the day and year first above written.

For and on behalf of **AETHER INDUSTRIES LIMITED**

A handwritten signature in blue ink, appearing to read 'Faiz A. Nagariya', is written over a horizontal line.

Authorized Signatory

Name: Faiz A. Nagariya

Designation: CFO

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, PROMOTER SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories, on the day and year first above written.

Signed and delivered by **PURNIMA ASHWIN DESAI**

P. Desai

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, PROMOTER SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories, on the day and year first above written.

For and on behalf of **LINK INTIME INDIA PRIVATE LIMITED**

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "LINK INTIME INDIA PRIVATE LIMITED" around the perimeter and "MUMBAI" in the center.

Authorized Signatory

Name: Dnyanesh Gharote

Designation: Vice President