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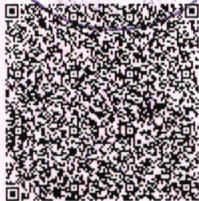
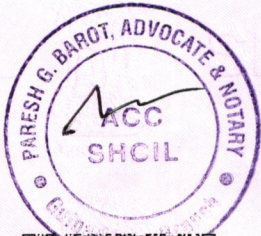
सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹300

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Certificate No.	:	IN-GJ05307876597659W
Certificate Issued Date	:	03-Jan-2024 12:40 PM
Account Reference	:	IMPACC (AC)/ gj13023611/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ1302361133457602560908W
Purchased by	:	BIGSHARE SERVICES PRIVATE LIMITED
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	RTA AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	BIGSHARE SERVICES PRIVATE LIMITED
Second Party	:	WINNY IMMIGRATION AND EDUCATION SERVICES LIMITED
Stamp Duty Paid By	:	BIGSHARE SERVICES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)



IE 0020518839

Statutory Alert:

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

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NOTICE



- The contents of this e-stamp certificate can be verified at www.shcilestamp.com, Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at www.stockholding.com).
- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id estamp.ahmedabad@stockholding.com or visit our Branch/Centre.

સૂચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો www.shcilestamp.com દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો www.stockholding.com પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.



AGREEMENT DATED JANUARY 3RD 2024

BY AND AMONG

BIGSHARE SERVICES PRIVATE LIMITED

AND

WINNY IMMIGRATION & EDUCATION SERVICES LIMITED

THIS AGREEMENT (THE "AGREEMENT") IS MADE AT MUMBAI, INDIA ON THIS 3RD DAY OF JANUARY, 2024 BY AND AMONG:

BIGSHARE SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 (CIN:U99999MH1994PTC076534) and having its Registered Office at E/2 Ansa Industrial Estate, Saki Vihar Road, Sakinaka, Andheri (East) Mumbai – 400072 and Corporate 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"), 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

WINNY IMMIGRATION & EDUCATION SERVICES LIMITED, a Company incorporated under the Companies Act, 1956 (CIN:U93000GJ2008PLC054150) and having its registered office at 103-104, Atp Arcade, Above Mr Bean's Coffee Shop, Nr.National Handloom House, Law Garden, Ahmedabad, Gujarat, India, 380006. (hereinafter referred to as "the Company"/ "DCG"/ "the Issuer"/ "Issuer") (hereinafter referred as the "Company" 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 **SECOND PART**

WHEREAS

1. The Company is proposing to an initial public Issue of upto 7,00,000 equity shares of the Company under SME Segment of face value of Rs. [●] each (the "Equity Shares") with such premium as may be decided by the Company (the "Issue") through the Fixed Price method ("Fixed Price process") as prescribed under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the "SEBI ICDR Regulations") at such price as may be determined in book building method by the Company in consultation with the lead manager to the Issue (the "Issue Price") in accordance with the requirements of the Companies Act, the SEBI ICDR Regulations and other applicable laws.
2. The Issuer has obtained approval for the Issue pursuant to Board of Directors dated December 26, 2023. The Issuer passed a special resolution under section 62(1)(c) of the Company Act 2023 at the Extraordinary General Meeting held on January 1, 2024, which collectively authorized the Issuer's Directors, or any other authorized representatives, for the purpose of issuing and signing the Draft Prospectus and the Prospectus and this Agreement, any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.
3. The Company has appointed Merchant Banker Interactive Financial Services Limited to manage the Issue on the terms and conditions set out in the Engagement Letter.
4. The Company has approached the Registrar to act as the Registrar to the Issue in accordance with the terms and conditions detailed in this Agreement and in the manner as required under applicable laws including as prescribed by the Securities and Exchange Board of India ("SEBI"), as empowered under the Securities and Exchange Board of India Act, 1992 (the "SEBI Act").
5. The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993 (the "SEBI RTA Regulations") having a valid and subsisting Registration No. INR000001385 to act as a Registrar (the activities pertaining to the Registrar are hereinafter collectively referred to as the "Assignment"), and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement.
6. In terms of Regulation 9A (1) (b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the Company for the Assignment *inter alia* to define the allocation of duties and responsibilities between the Registrar, the Company Accordingly, the Parties have agreed to enter into the Agreement.
7. SEBI by its circular (CIR/CFD/14/2012) dated October 4, 2012 and circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 read along with the clarification circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 has made it mandatory for all investors

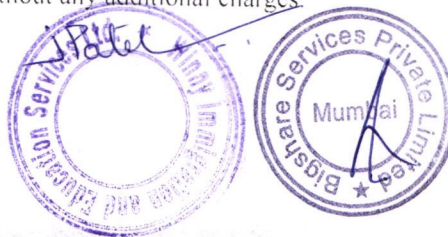


(except anchor investors) to make use of the facility of applications supported by blocked amount ("ASBA") for making applications for public/rights issues. Further, the above-mentioned circulars provide a mechanism to enable the Syndicate and sub-Syndicate members to procure Application.

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.

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 Draft Prospectus (the "DP") to be filed by the Company with SME Platform of Stock Exchange as applicable and the Prospectus (the "Prospectus") to be filed by the Company with the SEBI, Registrar of Companies, Ahmedabad, Gujarat ("ROC") and the Stock Exchange, 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 re-enacted;
 - h. reference to the word "days" shall mean calendar days; and
 - i. the Schedules attached hereto form an integral part of this Agreement.
 - 1.3 All rights and obligations of the Company under this Agreement and in relation to the Issue are several and not joint. The Company shall not be responsible for the acts, omissions or defaults of any other Party.
- 2 The Company hereby appoints Bigshare Services Private Limited as Registrar to the Issue and the Registrar accepts such appointment. The Registrar's responsibility under Agreement shall be as set out herein, and the Registrar shall not be construed to be an agent of the Company, in any other manner whatsoever. For avoidance of doubt, it is clarified that this Agreement does not in any way bind the Company to appoint Bigshare Services Private Limited as the Registrar and Share Transfer Agent ("RTA") of the Company. The Company has the absolute right to appoint any other agency as its RTA. In the event of appointment of any agency other than Bigshare Services Private Limited or its associates as RTA, the Registrar shall transfer/part with any and all data pertaining to the investors in the Issue or Equity Shareholders available to it by virtue of being the Registrar to the Issue in a format compatible to the RTA appointed by the Company, without any additional charges.



3 The Registrar declares and undertakes that:

- (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 dated April 09, 2013, 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 LM 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 LM 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 LM 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 Applicants in the Application Forms shall not be used by it for any purpose other than in relation to the Issue.
- (f) It shall immediately notify the Company and the LM of any expected delay in completion of any of formalities or obligations under this Agreement, or any unavoidable delay or errors committed while completing any such formalities or obligations.

4 The Company hereby declares that it has complied, and agrees to comply, with all applicable laws and prescribed procedures and formalities to enable it to make the Issue. The Company shall extend necessary co-operation to the Registrar on the Fresh Issue. If the Registrar receives any instructions under this Agreement, which are not in conformity with applicable law, the Registrar shall immediately notify the Company in writing, pursuant to which the Company, respectively, shall be free to withdraw, modify or clarify such instructions. The Registrar shall cooperate and comply with the instructions of the LM, as required in connection with the Issue.



- 5 The Parties agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule I** hereto, which functions, duties and obligations are inclusive and not exhaustive. The Parties may include further activities agreed mutually but all the activities pertaining to the Assignment shall be listed and agreed between the Parties. The Registrar agrees to undertake all the obligations and responsibilities as Registrar to the Issue specified herein as well as in the underwriting agreement, escrow agreement and the syndicate agreement, The DP and the Prospectus (collectively, the "**Offer Documents**") insofar as it is not contrary to applicable law. The Registrar consents to the inclusion of its name as the Registrar to the Issue in the Offer Documents and all such other documents as are required for the Issue, and to provide a formal consent letter in the form and manner prescribed under applicable law and as requested by the Company.
- 6 Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:
- a) liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number ("**ISIN**") and for finalizing the tripartite agreements to be entered into with the Depositories, if applicable;
 - b) liaising with the Company for dematerialization of its Equity Shares held by its existing shareholders including the Promoters and the Promoter Group, prior to filing of the DP;
 - c) reviewing the sections related to the Issue procedure in the DP and Prospectus offering its comments;
 - d) providing detailed instructions to the Escrow Collection Banks (including in relation to Bids by Anchor Investors) and Designated Intermediaries, as applicable, including the format and timeline of receipt of information;
 - e) intimating the amount of processing fees payable to SCSBs and brokerage and selling commission for Registered Brokers, RTAs and DPs;
 - f) intimating the Members of the Syndicate, sub-syndicate/agents, SCSBs, Registered Brokers, Brokers, Collecting Depository Participants and RTAs, who are authorized to collect Application Forms from the applicants, in relation to the Issue (the "**Designated Intermediaries**") before opening of the Issue, the Issue Opening Date and Issue Closing Date and time, including details of Issue Price, Issue Period, if any;
 - g) receiving and providing inputs to the Company for designing and printing the Application Forms;
 - h) collecting, within the timelines prescribed by SEBI and as specified by Company and the LM:
 - (i) 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 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 LM and reporting any disruptions/delay in the flow of Application Forms from the Escrow Collection Banks 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;

