



महाराष्ट्र MAHARASHTRA

● 2025 ●

DX 114184

प्रधान मुद्रांक कार्यालय, मुंबई
प.म.ति.रु ८००००९८
29 MAY 2025
सक्षम अधिकारी

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THE ABOVE ATTACHED NON-JUDICIAL STAMP PAPER FORMS AN INTEGRAL PART OF THE ISSUE AGREEMENT DATED MAY 30, 2025 AMONG ALANKIT ASSIGNMENTS LIMITED, AL MAHA INVESTMENT FUND PCC - ONYX STRATEGY AND INDIGO INFRACON PRIVATE LIMITED

[Handwritten Signature]



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THIS REGISTRAR AGREEMENT ("AGREEMENT") IS MADE AT NEW DELHI ON MAY 30, 2025 ENTERED INTO BETWEEN:

Alankit Assignments Limited, a company registered under the provisions of Companies Act, 1956, bearing CIN: U74210DL1991PLC042569, having SEBI registration number: INR000002532 having its office at 205-208, Anarkali Complex, Jhandewalan Extension, New Delhi-110055 hereinafter referred to as the '**Registrar**'

AND

AL Maha Investment Fund PCC – ONYX STRATEGY, a Category I - Foreign Portfolio Investor under Securities Exchange Board of India (Foreign Portfolio Investor) Regulations, 2019 bearing registration number INMUFP094624 and having its registered office at 11th Floor Bramer House, Hotel Avenue, Ebene, Mauritius, hereinafter referred to as the '**Acquirer 1**'

AND

Indigo Infracon Private Limited is a private limited company, registered under the provisions of Companies Act, 1956, bearing CIN: U45400MH2012PTC225731, bearing Permanent Account Number 'AACCI8619L' allotted under the Income Tax Act, 1961, having its registered office at Room No.2, Ramji Nivas, Vithal Wadi, Agra Road, Kalyan (West), Thane, Mumbai - 421301, Maharashtra, India, hereinafter referred to as the '**Acquirer 2**'

In this Agreement, the Registrar, Acquirer 1 and Acquirer 2 are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS

- 1) The Acquirers have made open offer to acquire equity share of Lake Shore Realty Limited having its registered office at Office No.406, 4th Floor, Worldmark 2, Asset No.8, Aerocity Hospitality District, IGI Airport, South West Delhi, New Delhi- 110037 under the provisions of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 as amended (hereinafter referred to as "the said Offer").
- 2) The Registrar is a SEBI registered Registrar to an Issue having Registration No. INR000002532 and the Acquirers have approached to the Registrar to act as Registrar to the said offer (the activities pertaining to the Registrar to an offer are hereinafter referred to as "the assignment") and the Registrar has accepted the assignment.
- 3) The Registrar is required to enter into a valid agreement with the acquirer inter alia to define the allocation of duties and responsibilities between the Registrar and the Acquirers and in pursuance of the same the Registrar and the acquirer have entered into an Agreement being these present.

The following expressions, as used in this Agreement, shall have the respective meanings set forth below:

'**Acquirers**' collectively refers to Acquirer-1 and Acquirer-2.

'**CIN**' means Corporate Identification Number issued under the Companies Act, 1956/ Companies Act, 2013, and the rules made thereunder.

D. Rajguru



Prasad Gidh



'Equity Shares' means fully paid-up equity shares of the Target Company of face value of ₹10.00 (Indian Rupees Ten only) each.

'Offer' means an open offer being made by the Acquirers for acquisition of up to 9,10,182 Equity Shares representing 26.00% of the Equity and Voting Share Capital of the Target Company, at an offer price of ₹ 57.51 (Rupees Fifty Seven and Five One Paise Only) per Equity Share, to the Public Shareholders of the Target Company, payable in cash, assuming full acceptance aggregating to a maximum consideration of ₹5,23,44,566.82 (Indian Rupees Five Crores Twenty Three Lakhs Forty Four Thousand Five Hundred Sixty Six and Eight Two Paise only), that will be offered to the Public Shareholders who validly tender their Offer Shares in the Offer.

'SEBI Act' shall mean Securities and Exchange Board of India (SEBI) Act, 1992 as amended.

'SEBI' means Securities and Exchange Board of India.

'SEBI(SAST) Regulations' refers to Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and subsequent amendment thereto.

'Target Company' refers to Lake Shore Realty Limited (formerly known as 'Mahaan Foods Limited'), a public limited company incorporated under the provisions of the Companies Act, 1956, bearing corporate identity number 'L68100DL1987PLC350285', bearing Permanent Account Number 'AAACM6306N' allotted under the Income Tax Act, 1961, with its registered office located at Office no.406, 4th Floor, Worldmark 2, Asset No. 8, Aerocity Hospitality District, IGI Airport, Southwest Delhi, New Delhi- 110037, India.

NOW THEREFORE, Acquirer and the Registrar do hereby agree as follows:

- 1) Acquirers hereby appoints the Registrar as Registrar to the said offer and the Registrar accepts such appointment.
- 2) The Registrar hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
- 3) The Registrar declares and undertake that:
 - (a) It has obtained Permanent certificate of registration from SEBI.
 - (b) 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.
 - (c) It shall perform its duties with highest standards of integrity and fairness and shall act with an ethical manner in all its dealings with acquirer, investors etc. and that it will not take up any activity which is likely to be in conflict with its own interest, interest of the acquirer and investors or contrary to the directions issued by SEBI
 - (d) It shall carry out its duties.
 - (e) Responsibilities and complete all the formalities within the specified time limit as per the relevant Statutes, SEBI Guidelines and Stock Exchange regulations
- 4) Acquirers hereby confirms that they have satisfied themselves about the capability of the Registrar to handle the assignment.
- 5) Acquirers hereby declare that it has complied with or agree to comply with all statutory formalities under the SEBI (SAST) Regulations issued by SEBI and other relevant statutes to enable them to



make the said offer. The acquirer also agrees that it will co-ordinate with the Registrar and that they will not give any instructions, which are in violation of any of the Statutes/guidelines of SEBI.

- 6) Acquirers agrees that the Registrar will not hand over any documents/records pertaining to the acquirers or to any other until the completion of dispatch of consideration amount. The Acquirers agrees that it will have access to the application/documents pertaining to the offer at the office of the Registrar only.
- 7) The Registrar will handle the work from its office at 205-208, Anarkali Complex, Jhandewalan Extension, New Delhi — 110055 which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant sonery pertaining to the said issue.
- 8) The pre-printed stationery and data as on specified data shall be provided by Acquirers before one week of the dispatch of offer documents.
- 9) Acquirers shall make available one week in advance to the Registrar requisite funds for postage, mailing charges for dispatching of letters of offer/consideration amount etc.
- 10) The Registrar and the acquirer agree that the fees and charges payable to the Registrar for handling the assignment shall be as specified in Schedule I hereunder written.
- 11) Acquirers agrees to take special contingency insurance police to cover risk rising out of fraud, forgery, errors of commission/omissions etc.
- 12) The Registrar's responsibility under the agreement will be restricted to the duties of the Registrar as agreed to herein and the Registrar will not be in any way construed to be an agent of the Acquirers in its any other business in any manner whatsoever.
- 13) It is the Acquirers which is primarily responsible for Registrars' work and Registrar shall act with due diligence, care and skill while discharging the work assigned to it by the Acquirers. However, the Registrars shall indemnify the Acquirers from and against suits » claim, action and demand which may be made or commenced against the Acquirers by any holder of the securities issued or any third party as a consequence of any failure or deficiency on the part of the Registrar in performing or fulfilling, providing any of the functions, duties, obligations and services hereunder, however, the Registrar shall not be liable for any indirect or consequential loss caused to the Acquirers due to error or omission committed by them in good faith.
- 14) The Acquirers will bear expenses for legal advice/action which may have to be taken for no lapse on the part of the Registrar but for any eventuality which may arise in connection with the assignment.
- 15) Any notice, communication or documents may be given by personal delivery, registered post. The notice, communication or document 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, and if given by fax or telex upon transmission thereof. Provided that any notice etc. given by telex or fax, shall be confirmed in writing.

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- 16) The Registrar and the Acquirers agree the non-compliance of any the covenants contained herein by either party shall be reported to SEBI within 7 days by the other party.
- 17) All disputes pertaining to this agreement shall be subject to New Delhi Jurisdiction.
- 18) The agreement shall be valid until the expiry of one year from the date of closing of the said issue.

IN WITNESS WHEREOF the parties hereunto have set their hands on the day and year herein above written.

SIGNATURE OF ACQUIRERS	SIGNATURE OF REGISTRAR
<p>For AL Maha Investment Fund PCC-ONXY Strategy</p> <p> (Authorised Signatory)</p> <p></p>	<p>For Alankit Assignments Limited</p> <p> Jagdeep Kumar Singla (Authorised Signatory)</p> <p></p>
<p>For Indigo Infracon Private Limited</p> <p> Prasad Suresh Gidh (Director)</p> <p></p>	

ANNEXURE 1

CHARGES FOR ACTING AS REGISTRAR TO AN ISSUE FOR OPEN OFFER-2025 MAHAAN FOODS LIMITED

Particulars	Rate
• Engagement fees to act as registrar to an issue for an open offer	Rs. 1,00,000

Charges for any other activity not specified above shall be charged separately as per the requirement.

Any Government levy shall be charged extra as per actual.

Printing & Stationary, Courier, Godown charges, Postage and any other out of pocket expenses will be charged as per actual.

For ALANKIT ASSIGNMENTS LTD


Jagdeep Kumar Singla
(Authorised Signatory)

