

**PLAIN PAPER APPLICATION - ASBA**

<b>FOLIO NO. / DP/CLIENT ID:</b>	<b>CAF. No.</b>	<b>SRL No.</b>
<b>NAME OF 1<sup>ST</sup> SHARE HOLDER:</b>	<b>NAME2:</b>	
<b>ADDRESS:</b>	<b>NAME3:</b>	

Number of Equity Share(s) held on Record Date i.e., Tuesday, September 6, 2022	Number of Rights Equity Share(s) entitled to	Number of Rights Equity Share(s) applied for within Rights Entitlements	Number of additional Rights Equity Share(s) applied for	Total Number of Rights Equity Share(s) applied for
<b>Amount Payable on application @ ₹30 Per Rights Equity Share.</b>			<b>Permanent Account No (PAN)</b>	
			<b>Sole /First Applicant</b>	
			<b>Second Joint Applicant</b>	
			<b>Third Joint Applicant</b>	

**Note:**

- An Eligible Equity Shareholder who is eligible to apply under the ASBA process may make an application to subscribe to this Issue on plain paper in case of non-receipt of Application Form as detailed above. In such cases of non-receipt of the Application Form through e-mail or physical delivery (where applicable) and the Eligible Equity Shareholder not being in a position to obtain it from any other source may make an application to subscribe to this Issue on plain paper with the same details as per the Application Form that is available on the website of the Registrar and BSE Limited. An Eligible Equity Shareholder shall submit the plain paper Application to the Designated Branch of the SCSB for authorising such SCSB to block Application Money in the said bank account maintained with the same SCSB. Applications on plain paper will not be accepted from any address outside India.
- Eligible Equity Shareholder applying under the ASBA process may please note that the Equity Shares under the ASBA process can be Allotted only in dematerialized form and to the same depository account in which the Equity Shares are held by such ASBA Applicant on the Record Date or the Issue Closing Date, as the case may be. Please see the section titled "Terms of the Issue" beginning on page 246 of the Letter of Offer dated August 30, 2022, ("Letter of Offer").
- Do not submit plain paper Application using third party ASBA bank account.
- In cases where multiple applications are submitted, including cases where an investor submits an Application Form along with a plain paper Application or multiple plain paper Applications, such applications shall be liable to be rejected.
- An Applicant being an OCB is required not to be under the adverse notice of the RBI and to obtain prior approval from RBI for applying in this Issue.

*Capitalised terms used and not specifically defined herein shall have the same meaning as ascribed to them in the Letter of Offer.*

**PAYMENT DETAILS:**

I/We Choose to Apply Through the ASBA Process	<input type="checkbox"/>	
<b>Self-Certified Syndicate Bank (SCSB) Details</b>		
<b>Bank Account Number</b>	<b>Bank Name and Branch Address</b>	
<b>Total Amount to Be Blocked: (In figures) _____</b>		
<b>(In Words) _____</b>		
I/We authorise the SCSB to block the amount specified above as part of the ASBA process. I/ We confirm that I/ we are making the payment towards my/our application through my/ our bank account only and not using any third-party bank account for making such payment. Further, I/we confirm that the ASBA Account is held in my/our own name. I/We understand that on Application, Investors will have to pay ₹ 30/- per Rights Equity Share, as determined by the Board of Directors of the Company at its sole discretion. Further, I/we understand that Rights Equity Shares in respect of which the Call payable remain unpaid may be forfeited, at any time after the due date for payment of the balance amount due in accordance with the Companies Act, 2013, as amended and the Articles of Association.		
_____	_____	_____
Sole/First Applicant	Second Joint Applicant	Third Joint Applicant

**REQUEST FOR SHARES IN DEMAT FORM (Details of my/our Beneficiary (Demat) account are as given below:)**

Depository Name (please tick (✓))	NSDL	CDSL	
DEPOSITORY PARTICIPANT (DP) NAME			
BENEFICIARY ACCOUNT NUMBER (DPID & CLIENT ID)			

(In case of joint shareholders, all joint shareholders must sign in the same sequence as per specimen recorded with the Company / Depository)

## Representations, Warranties, Acknowledgments and Agreements

All Eligible Equity Shareholders making application on Plain Paper are deemed to have accepted the following:

I/We agree to accept the Rights Equity Shares Allotted to me/us and to hold such Rights Equity Shares upon the terms and conditions of the Abridged Letter of Offer/Letter of Offer, and any addendum thereto, this Application Form, Rights Entitlement Letter and subject to the provisions of the Companies Act, 2013, SEBI ICDR Regulations, SEBI Rights Issue Circulars as applicable and the rules made thereunder and the Memorandum and Articles of Association of the Company.

I/We undertake that I/we will sign all such other documents and do all other such acts, if any, necessary on my/our part to enable me/us to be registered as the holder(s) of the Rights Equity Shares in respect of which this application may be accepted.

I/We also agree to accept the Rights Equity Shares subject to laws, as applicable, guidelines, circulars, notifications and regulations relating to the issue of capital and listing of securities issued from time to time by SEBI/Government of India/RBI and/or other authorities.

I/We hereby solemnly declare that I am/we are not applying for the Rights Equity Shares in contravention of section 269SS of the Income-Tax Act, 1961.

I/We authorise you to place my/our name(s) on the Register of Members / Register of Beneficial Owners of the Company.

I/We hereby make the following representations, warranties and agreements which are set forth “*Restrictions on Purchases and Resales-Representations, Warranties and Agreements by Purchasers*” on behalf of myself/ourselves and, if I am/we are acquiring the Rights Equity Shares as a fiduciary or agent for one or more investor accounts, on behalf of each owner of such account (such person being the “purchaser”, which term shall include the owners of the investor accounts on whose behalf I/am we are acting as fiduciary or agent):

- The purchaser has the full power and authority to make the acknowledgements, representations, warranties and agreements contained herein and to exercise the Rights Entitlements and subscribe for the Rights Equity Shares, and, if the purchaser is exercising the Rights Entitlements and acquiring the Rights Equity Shares as a fiduciary or agent for one or more investor accounts, the purchaser has the full power and authority to make the acknowledgements, representations, warranties and agreements contained herein and to exercise the Rights Entitlements and subscribe for the Rights Equity Shares on behalf of each owner of such account.
- If any Rights Entitlements were bought by the purchaser or otherwise transferred to the purchaser by a third party (other than our Company), the purchaser was in India at the time of such purchase or transfer;
- The purchaser is aware and understands (and each account for which it is acting has been advised and understands) that an investment in the Rights Entitlements and the Rights Equity Shares involves a considerable degree of risk and that the Rights Entitlements and the Rights Equity Shares are a speculative investment.
- The purchaser understands (and each account for which it is acting has been advised and understands) that no action has been or will be taken to permit an offering of the Rights Entitlements or the Rights Equity Shares in any jurisdiction (other than the filing of the Letter of Offer with SEBI and the Stock Exchanges); and it will not offer, resell, pledge or otherwise transfer any of the Rights Entitlements except in India or the Rights Equity Shares which it may acquire, or any beneficial interests therein, in any jurisdiction or in any circumstances in which such offer or sale is not authorized or to any person to whom it is unlawful to make such offer, sale, solicitation or invitation except under circumstances that will result in compliance with any applicable laws and/or regulations.
- The purchaser (or any account for which it is acting) is an Eligible Equity Shareholder and has received an invitation from our Company, addressed to it and inviting it to participate in this Issue.
- None of the purchaser, any of its affiliates or any person acting on its or their behalf has taken or will take, directly or indirectly, any action designed to, or which might be expected to, cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Rights Entitlements or the Rights Equity Shares pursuant to the Issue.
- Prior to making any investment decision to exercise the Rights Entitlements and subscribe for the Rights Equity Shares, the purchaser (i) will have consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers in each jurisdiction in connection herewith to the extent it has deemed necessary; (ii) will have carefully read and reviewed a copy of the Letter of Offer and its accompanying documents; (iii) will have possessed and carefully read and reviewed all information relating to our Company and our Group and the Rights Entitlements and the Rights Equity Shares which it believes is necessary or appropriate for the purpose of making its investment decision, including, without limitation, the Exchange Information (as defined below); (v) will have conducted its own due diligence on our Company and this Issue, and will have made its own investment decisions based upon its own judgement, due diligence and advice from such advisers as it has deemed necessary and will not have relied upon any recommendation, promise, representation or warranty of or view expressed by or on behalf of our Company, or its affiliates (including any research reports) (other than, with respect to our Company and any information contained in the Letter of Offer); and (vi) will have made its own determination that any investment decision to exercise the Rights Entitlements and subscribe for the Rights Equity Shares is suitable and appropriate, both in the nature and number of Rights Equity Shares being subscribed.
- Without limiting the generality of the foregoing, the purchaser acknowledges that the Equity Shares are listed on BSE Limited and our Company is therefore required to publish certain business, financial and other information in accordance with the rules and practices of BSE Limited (which includes, but is not limited to, a description of the nature of our

Company's business and our Company's most recent balance sheet and profit and loss account, and similar statements for preceding years together with the information on its website and its press releases, announcements, investor education presentations, annual reports, collectively constitutes "**Exchange Information**"), and that it has had access to such information without undue difficulty and has reviewed such Exchange Information as it has deemed necessary; and (ii) none of our Company, any of its affiliates, or any of its affiliates has made any representations or recommendations to it, express or implied, with respect to our Company, the Rights Entitlements, the Rights Equity Shares or the accuracy, completeness or adequacy of the Exchange Information.

- The purchaser acknowledges that any information that it has received or will receive relating to or in connection with this Issue, and the Rights Entitlements or the Rights Equity Shares, including the Letter of Offer and the Exchange Information (collectively, the "**Information**"), has been prepared solely by our Company.
- The purchaser will not hold our Company or its affiliates responsible for any misstatements in or omissions to the Information or in any other written or oral information provided by our Company to it. It acknowledges that no written or oral information relating to this Issue, and the Rights Entitlements or the Rights Equity Shares has been or will be provided by the or its affiliates to it.
- The purchaser understands and acknowledges that the Company in respect of this Issue and acting solely for our Company and no one else in connection with this Issue and, in particular, are not providing any service to it, making any recommendations to it, advising it regarding the suitability of any transactions it may enter into to subscribe or purchase any Rights Entitlements or Rights Equity Shares nor providing advice to it in relation to our Company, this Issue or the Rights Entitlements or the Rights Equity Shares. Further, to the extent permitted by law, it waives any and all claims, actions, liabilities, damages or demands it may have against the Company and in connection with this Issue.
- The purchaser understands that its receipt of the Rights Entitlements and any subscription it may make for the Rights Equity Shares will be subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained in the Letter of Offer and the Application Form. The purchaser understands that none of our Company, the Registrar, or any other person acting on behalf of us will accept subscriptions from any person, or the agent of any person, who appears to be, or who we, the Registrar, or any other person acting on behalf of us have reason to believe is in the United States, or is ineligible to participate in this Issue under applicable securities laws.
- The purchaser is aware that the Rights Entitlements and the Equity Shares have not been and will not be registered under the Securities Act or the securities law of any state of the United States and that the offer of the Rights Entitlements and the offer and sale of the Rights Equity Shares to the purchaser was made in reliance on Regulations.
- The purchaser was outside the United States at the time the offer of the Rights Entitlements and Rights Equity Shares was made to it and the purchaser was outside the United States when the purchaser's buy order for the Rights Equity Shares was originated.
- The purchaser did not accept the Rights Entitlements or subscribe to the Rights Equity Shares as a result of any "directed selling efforts" (as defined in Regulation S).
- The purchaser subscribed to the Rights Equity Shares for investment purposes and not with a view to the distribution or resale thereof. If in the future the purchaser decides to offer, sell, pledge or otherwise transfer any of the Rights Equity Shares, the purchaser shall only offer, sell, pledge or otherwise transfer such Rights Equity Shares (i) outside the United States in a transaction complying with Rule 903 or Rule 904 of Regulation S and in accordance with all applicable laws of any other jurisdiction, including India or (ii) in the United States pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws;
- The purchaser is, and the persons, if any, for whose account it is acquiring the Rights Entitlements and the Rights Equity Shares are, entitled to subscribe for the Rights Equity Shares.
- If the purchaser is outside India, the sale of the Rights Equity Shares to it will not require any filing or registration by, or qualification of, our Company with any court or administrative, governmental or regulatory agency or body, under the laws of any jurisdiction which apply to the purchaser or such persons.
- If the purchaser is outside India, the purchaser, and each account for which it is acting, satisfies (i) all suitability standards for investors in investments in the Rights Entitlements and the Rights Equity Shares imposed by all jurisdictions applicable to it, and (ii) is eligible to subscribe and is subscribing for the Rights Equity Shares and Rights Entitlements in compliance with applicable securities and other laws of all jurisdictions of residence.
- The purchaser is authorized to consummate the purchase of the Rights Equity Shares sold pursuant to this Issue in compliance with all applicable laws and regulations.
- Except for the sale of Rights Equity Shares on one or more of the Stock Exchanges, the purchaser agrees, upon a proposed transfer of the Rights Equity Shares, to notify any purchaser of such Equity Shares or the executing broker, as applicable, of any transfer restrictions that are applicable to the Rights Equity Shares being sold.
- The purchaser shall hold our Company harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of its representations, warranties or agreements set forth above and elsewhere in the Letter of Offer. The indemnity set forth in this paragraph shall survive the resale of the Rights Equity Shares.

The purchaser acknowledges that the Company, its affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

## LIST OF SELF CERTIFIED SYNDICATE BANKS (SCSBs) - FOR ASBA APPLICANTS

Please note that ASBA Applications may be submitted at all designated branches of the SCSBs available on the SEBI website at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmld=34>, updated from time to time, or at such other website as may be prescribed by SEBI from time to time.

For this Issue, following banks would be acting as SCSB: 1. Axis Bank Ltd 2. Bank of Baroda. 3. Bank of India 4. Bank of Maharashtra 5. Barclays Bank PLC 6. BNP Paribas 7. Canara Bank 8. CSB Bank 9. Central Bank of India 10. CITI Bank 11. City Union Bank Ltd. 12. DBS Bank Ltd. 13. Deutsche Bank 14. Dhanlaxmi Bank Limited 15. HDFC Bank Ltd. 16. HSBC Ltd. 17. ICICI Bank Ltd 18. IDBI Bank Ltd. 19. Indian Bank 20. Indian Overseas Bank 21. IndusInd Bank 22. J P Morgan Chase Bank, N.A. 23. Janata Sahakari Bank Ltd. 24. Karnataka Bank Ltd. 25. Karur Vysya Bank Ltd. 26. Kotak Mahindra Bank Ltd. 27. Mehsana Urban Co-operative Bank Limited 28. Nutan Nagarik Sahakari Bank Ltd. 29. Punjab & Sind Bank 30. Punjab National Bank 31. Rajkot Nagarik Sahakari Bank Ltd 32. RBL Bank Limited 33. South Indian Bank 34. Standard Chartered Bank 35. State Bank of India 36. SVC Co-operative Bank Ltd. 37. Syndicate Bank 38. Tamilnad Mercantile Bank Ltd. 39. The Ahmedabad Mercantile Co-Op. Bank Ltd. 40. The Federal Bank 41. The Jammu & Kashmir Bank Limited. 42. The Kalapur Commercial Cooperative Bank Ltd. 43. The Lakshmi Vilas Bank Ltd. 44. The Saraswat Co-Operative Bank Ltd 45. The Surat Peoples Co-op Bank Ltd 46. TJSB Sahakari Bank Ltd 47. UCO Bank 48. Union Bank of India 49. YES Bank Ltd 50. DCB Bank 51. Bandhan Bank. 52. GP Parsik Sahakari Bank Limited 53. AU Small Finance Bank 54. IDFC First Bank 55. Equitas Small Finance Bank.

Investors may contact the Registrar to the Issue / Company Secretary and Compliance Officer in case of any pre-Issue/ post -Issue related problems such as non-receipt of Allotment Advice / Demat Credit of Securities / Refund / Unblocking of ASBA Accounts etc.

### REGISTRAR TO THE ISSUE

Link Intime India Private Limited

(Unit: SUDITI INDUSTRIES LIMITED– Rights Issue)

C-101, 1<sup>st</sup> Floor 247 Park, L B S Marg, Vikhroli (West), Mumbai 400083,

Telephone: +91 (22) 4918 6200,

E-mail: [suditi.rights@linkintime.co.in](mailto:suditi.rights@linkintime.co.in) Website: [www.linkintime.co.in](http://www.linkintime.co.in),

Investor Grievance E-Mail: [suditi.rights@linkintime.co.in](mailto:suditi.rights@linkintime.co.in)

Contact Person: Sumeet Deshpande SEBI Registration No: INR000004058

CIN: L24230MH1999PLC120720