



**Swadha Nature Limited**  
(Formerly Known as "M.S. Securities Ltd.")

Date: 12<sup>th</sup> January, 2024

To,  
The Department of Corporate Services  
BSE Limited  
Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai – 400001

**Scrip Code: 531039**

Dear Sir/Ma'am,

**Sub: Intimation pursuant to Regulation 7(4) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations") - Tripartite Agreement between the existing share transfer agent, the new share transfer agent and the listed entity.**

Dear Sir/Ma'am,

In terms of Regulation 7(4) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and in continuation of our intimation dated 10th October, 2023 regarding change of Registrar and Transfer Agent of the Company from "Accurate Securities and Registry Private Limited" (Old RTA) to "S.K. InfoSolutions Private Limited" (New RTA).

We would like to inform that the Company has entered into Tripartite Agreement, with Accurate Securities & Registry Private Limited (Old RTA) and S.K. InfoSolutions Private Limited (New RTA) and signed copy of the said agreement from the New RTA received on January 10, 2024.

Please find attached a copy of Tripartite Agreement herewith and take the same on your records.

Thanking you,

Yours faithfully,

**Swadha Nature Limited**  
(Formerly Known as MS Securities Limited)

**Dipakkumar Shah**  
Managing Director  
(DIN: 08234203)

**TRIPARTITE AGREEMENT BETWEEN THE ISSUER, EXISTING REGISTRAR TO AN ISSUE AND SHARE  
TRANSFER AGENT**

This Tripartite Agreement (hereinafter referred to as the "Agreement") is entered into on this 18<sup>th</sup> day of December, 2023 at Kolkata.

BETWEEN

**SWADHA NATURE LIMITED (Earlier known as M. S. Securities Limited)**, a company within the meaning of the Companies Act, 2013 (Securities and Exchange Board of India registered share transfer agent) and having its Registered office at 601B, Ashiana Plaza, Budha Marg, Patna, Bihar - 800001 (hereinafter referred to as the "Issuer"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the First Part;

**AND**

**ACCURATE SECURITIES & REGISTRY PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 (Securities and Exchange Board of India registered share transfer agent) and having its Registered Office at 203, Shangrila Arcade, Above Samsung Showroom, Nr. Shyamal Cross Road, Satellite, Ahmedabad - 380015 (hereinafter referred to as the "Old STA"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the Second Part;

**AND**

**S.K. INFOSOLUTIONS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 (Securities and Exchange Board of India registered share transfer agent) and having its Registered office at 203, Shangrila Arcade, Above Samsung Showroom, Nr. Shyamal Cross Road, Satellite, Ahmedabad – 380015 (GJ) (hereinafter referred to as the "New STA"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the Third Part;

**WHEREAS**

1. The issuer is listed on the BSE Limited and has 887 number of shareholders and has to render services relating to transfer, transmission, etc. in accordance with the Articles of Association.
2. The Issuer had an agreement dated May 1, 2023 with the Existing STA to render services to its shareholders. The Issuer vide its verbal communication dated September 14, 2023 has given notice to the Existing STA to discontinue its services and has appointed New STA w.e.f. 10/10/2023 as per the Board Resolution dated 16/08/2023.
3. The New STA is a Securities and Exchange Board of India registered share transfer agent having registration no. INR000003886 and the Issuer has approached the New STA to act as its share transfer agent and the New STA has accepted the assignment.
4. In terms of regulation 9A (1) (b) Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agent) Regulations, 1993, the New STA and the Issuer have entered into an agreement dated 27/10/2023.
5. In terms of regulation 7(4) of Securities and Exchange Board of India (Listing Obligation and Disclosures Requirements) Regulations, 2015, the Issuer is required to enter into an Agreement with the Existing STA and New STA at the time of change of the Existing STA.

NOW THEREFORE the Issuer, the Existing STA and the New STA do hereby agree as follows:

6. The cut-off date for the purposes of this agreement shall be 09<sup>th</sup> October, 2023 and the discontinuation of work by the Existing STA shall be which shall be mutually agreed among the parties. The parties may agree on different cut-off dates for different activities which shall be specified in the Annexure.
7. In terms of Clause 23 of Code of Conduct for Registrar to an Issue and Share Transfer Agents as given in Schedule III of regulation 13 of Securities and Exchange Board of India (Registrars to an Issue And Share Transfer Agents) Regulations, 1993, the Existing STA has handed over all the records/ data and documents which are in its possession in its capacity as a share transfer agent to the New STA/ Issuer, within one month from the date of termination of agreement of Existing STA/ date of appointment of New STA.
8. The Issuer has obtained "No Objection Certificate" (in prescribed format of the depositories) from Existing STA. (If any regulatory order has been passes against Existing STA, "No Objection Certificate" from Existing STA for shifting of ISIN will not be required.) and has paid all outstanding dues to existing STA after handover.
9. The Issuer had appointed an independent auditor to carry out sample check of the records/ data and documents to be handed over by Existing STA. It shall be responsibility of the Existing STA to certify and ensure completeness of all records of the Issuer (stored in Physical and/or electronic form) at the time of handover.
10. The Existing STA had allowed the auditors appointed by the Issuer and New STA to inspect the records/ data and documents to be handed over to the New STA/ Issuer.
11. The Existing STA has handed over the records/ data and documents of previous 3 years to New STA prior to the cut-off date and rest of the records/ data and documents, if any, have been handed over to the Issuer.

12. The Issuer and the Existing STA have ensured that all records/ data and documents along with computer data have been properly handed over to the New STA.
13. The Existing STA had handed over the check list as per Annexure-I to the New STA prior to the audit. The Existing STA has handed over the records/ data and documents (as per Annexure-I) duly catalogued and indexed to the New STA under intimation to the Issuer. The Existing STA has elaborately listed out all the missing records/ data and documents in the Annexure-I enclosed. The Existing STA has also mentioned whether the said records/ data and documents were missing at the time of their appointment as share transfer agent or the same were handed over to them by the Issuer/ previous share transfer agent and records/ data and documents have been subsequently misplaced at their end.
14. The New STA has acknowledged the receipt of the records/ data and documents and has performed a sample check on the records/ data and documents.
15. The discrepancies, if any, have been brought to the notice of Existing STA and the Issuer and have been incorporated in the Annexure-I.
16. The capital reconciliation of the Issuer (i.e. Issued Capital = NSDL holding + CDSL holding + physical shareholding) has been carried out by the New STA. The Existing STA has provided such capital reconciliation for data being handed over as on cut-off date.
17. The New STA shall process various investor requests by using the data as provided by the Existing STA in good faith.
18. The Existing STA has provided its full co-operation to resolve the discrepancies in the records/ data and documents and has provided reasonable and clear explanation for discrepancies in the records/ data and documents, if any.
19. The Existing STA has extended necessary co-operation for shifting of ISIN to New STA as also for conversion of soft data as per file formats required for seamless loading by the New STA, to resolve gaps and/ or discrepancies observed in the records/ data and documents being handed over.
20. The Existing STA has fully co-operated with the New STA and Issuer during the transition period for the change of share transfer agent.
21. The Existing STA has performed all the activities of share transfer agent till cut-off date.
22. All the liabilities/ responsibilities prior to cut-off date pertaining to share transfer work shall be borne by the Issuer/ Existing STA, as applicable. The New STA will not under any circumstance be held liable/ responsible for the said period. Similarly, the Issuer/ New STA, as applicable, will take responsibility for all actions pertaining to share transfer work after the cut-off date and shall be held responsible for any liability arising thereafter, except for the liability that may arise on execution of the activities in good faith, based on the data received from the Issuer/ Existing STA.
23. After handing over the records/ data and documents, the Existing STA shall preserve soft copy of the data handed over to New STA for a period of 3 years and thereafter Existing STA will not be responsible for loss of any records pertaining to any such prior period.

24. The hard copy of the data /documents pertaining to physical shareholders as of cut- off date has been printed in triplicate by the Existing STA and the same has been signed by the Existing STA, New STA and the Issuer and shall be kept with each of the share transfer agent. (In case it is not possible to print the entire share master, then the soft copy of the data as of cut-off date shall be handed over to the Issuer, New STA and the Existing STA.)
25. This Agreement has been signed by the parties only after Existing STA has issued the "No Objection Certificate" to shift the ISIN to New STA. All the items listed in Annexure-I have been checked by the auditor appointed by the Issuer and the New STA. Annexure-I has become a part of this Agreement and has been signed by the Existing STA, New STA and the Issuer.
26. The copy of this Agreement shall be submitted by the Issuer to the stock exchange(s) wherever the Issuer shares are listed. In terms of the provisions of the Securities and Exchange Board of India (Listing Obligation and Disclosures Requirements) Regulations, 2015, intimation is required to be given to the stock exchange(s) within seven days of signing of the Agreement and the copy of this Agreement is to be tabled at the subsequent meeting of the Board of Directors of the Issuer.
27. All the disputes and the differences that may arise in future as regards this Agreement shall be resolved amicably and expeditiously and if such attempts fail, the same shall be resolved as per the provisions under law, for the time being in force.
28. The provisions of this Agreement shall always be subject to any rules, regulations, guidelines and circulars issued by Securities and Exchange Board of India and other provisions of law in force.
29. The Issuer has taken special contingency insurance policy to cover risk out of fraud, forgery, errors of commission/ omission, etc.
30. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the rules and regulations of the Securities and Exchange Board of India and circulars issued thereunder.

**[INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the parties hereinto have set their hands on the day and year hereinabove written.

SIGNED, AND DELIVERED

By the within named **SWADHA NATURE LIMITED**

through its authorised representative

Mr: Dipak Kumar shah

DIPAKKUMAR  
HASMUKHLA  
L SHAH

Digitally signed by  
DIPAKKUMAR  
HASMUKHLAL SHAH  
Date: 2023.12.18  
18:47:26 +05'30'

Designation (Managing Director)

in the presence of Pulkit Shah :

PULKIT  
PRAKASHCH  
ANDRA SHAH

Digitally signed by  
PULKIT  
PRAKASHCHANDRA  
SHAH  
Date: 2023.12.18  
18:47:42 +05'30'

SIGNED, AND DELIVERED

By the within named **ACCURATE SECURITIES AND REGISTRY PRIVATE LIMITED**

through its authorised representative

Mr.: Ankur shah

ANKURBHAI  
KAMLESHBH  
AI SHAH

Digitally signed by  
ANKURBHAI  
KAMLESHBHAI SHAH  
Date: 2023.12.20  
15:59:59 +05'30'

Designation (Compliance officer)

in the presence of \_\_\_\_\_ :

NIKITA  
JITENDRA  
SHARMA

Digitally signed by  
NIKITA JITENDRA  
SHARMA  
Date: 2023.12.20 16:01:51  
+05'30'

SIGNED, AND DELIVERED

By the within named **S.K. INFOSOLUTIONS PRIVATE LIMITED**

through its authorised representative

Mr.: Dilip Bhattacharya

DILIP  
BHATTACHARYA

Digitally signed by DILIP  
BHATTACHARYA  
Date: 2024.01.10 21:43:15 +05'30'

Designation: Compliance Officer

in the presence of \_\_\_\_\_ :

CHITRABHANU ROY

Digitally signed by CHITRABHANU  
ROY  
Date: 2024.01.10 21:45:38 +05'30'