

Date 27.05.2024

To, Department of Corporate Services, BSE Limited P. J. Towers Dalal Street Mumbai-400 001

Security Code 544164

Sub: intimation under Regulation 30 read with Regulation 7 (5] of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Dear Sir/Mam,

This is to inform you that the Faalcon Concepts Limited has entered into an agreement with Beetal Financial & Computer Services (P) Ltd. (SEBI Registration No. [INR00000262] to appoint them as Share Transfer Agent of the Company for both the forms of Registry viz. Physical as well as Electronic Connectivity. For BSE SME IPO Beetal Financial & Computer Services (P) Ltd. was Registrar and Transfer Agent of the Faalcon Concepts Limited.

We are enclosing for your reference Copy of agreement entered between Beetal Financial & Computer Services (P) Ltd. ['Registrar and Share Transfer Agent") and Faalcon Concepts Limited, pursuant to Regulation 7(5) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The contact details of RTA are as under:- **Beetal Financial & Computer Services Private Limited** Beetal House, 3rd Floor, 99, Madangir, Behind Local Shopping Centre, New Delhi110062, India Tel. No.: 011-29961281-83/26051061/26051064 Fax No: 011-29961284 Email:beetal@beetalfinancial.com/beetalrta@gmail.com Website: www.beetalfinancial.com



You are requested to update the contact details in Corporate Information of Faalcon Concepts Limited.

This is for your information and record.

Thanking You,

Yours faithfully,

For Faalcon Concepts Limited

EKTA SETH Digitally signed by EKTA SETH Date: 2024.05.27 14:38:46 +05'30'

Ekta Seth Managing Director DIN: 08141902 N-75 Ground Floor Mayfield Garden, Sector-51, Gurgaon, Haryana, India, 122018



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. Certificate Issued Date Account Reference Unique Doc. Reference Purchased by **Description of Document Property Description** Consideration Price (Rs.) First Party

Second Party Stamp Duty Paid By Stamp Duty Amount(Rs.)

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:	BEETAL FINANCIAL AND COMPUTER SERVICES PVT LTD
:	Article 5 General Agreement
:	Not Applicable
:	0 (Zero)
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:	Not Applicable
:	BEETAL FINANCIAL AND COMPUTER SERVICES PVT LTD
:	100 (One Hundred only)
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Please write or type below this line AGREEMENT BETWEEN THE SHARE TRANSFER AGENT

THIS MEMORANDUM OF UNDERSTANDING MADE ON 26-04-2024 DELHI BETWEEN NEW BEETAL FINANCIAL & COMPUTER SERVICES (P) LTD., a Company within the meaning of the Companies Act, 1956 and having its Registered Office at BEETAL HOUSE, 3RD Floor, 99 Madangir, Behind Local Shopping Centre, New Delhi-110 062 and carrying on its business in the name and style of BEETAL FINANCIAL & COMPUTER SERVICES (P) LTD. (hereinafter referred to as "Transfer Agent") and FAALCON CONCEPTS LIMITED, a Company within the meaning of the Companies Act, 1956 and having its office at N-75 Ground Floor, Mayfield Garden, Sector -51, Gurugram, Haryana-12 2018.



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Statutory Alert:

 1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com' or using e-Stamp Mobile 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. of Sto



The Transfer Agent is a SEBI registered Share Transfer Agent having Registration no. 000000262 and the Company has approached the Transfer Agent to act as Share Transfer and the Transfer Agent has accepted the Assignment.

NOW THEREFORE, the Company and the Transfer Agent do hereby agree as follows:

(3) The Company hereby appoints the Transfer Agent as Share Transfer Agent the Transfer Agent accepts such appointment.

(4) The Transfer Agent hereby undertakes to perform and fulfil such functions, duties and obligations and to provide such services as are mentioned herein.

(5) The Company will ensure that all records/reports/documents are handed over to transfer Agency after its appointment. The responsibility of the Transfer Agency will commence on receipt of records/reports/documents.

(6) The company will inform shareholders/debentures holders/ investors the appointment of Transfer Agent.

(7) The transfer Agent declares and undertakes that:

(a) It has obtained Permanent certificate of registration from SEBI.

(b) It has not violated 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 in an ethical manner in all its dealings with clients, 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 Company and investors and/or contrary to the directions issued by SEBI.

(d) It shall carry out its duties/responsibilities and complete all the formalities within the specified time limits as per the relevant Statutes, Guidelines issued by regulatory authorities in this regard.

(e) The Company hereby confirms that it has satisfied itself about the capability including the infrastructure especially the computer hardware and requisite software i.e. share accounting packages of the Transfer Agent to handle the assignment.

(f) The company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act and / or other relevant statutes pertaining to Share Transfer activities.

(8) The company and the Transfer Agent agree to their functions, duties and obligations in respect to each activity relevant to the Share Transfer as specified in the Schedule<u>I</u> hereto. However, the following activities shall form part of the transfer Agent's functions and responsibility during the currency of this agreement.

(9). The Transfer Agent will handle the transfer work from its office/s at BEETAL HOUSE, 3rd Floor, 99, Madangir, Behind Local Shopping Centre, New





Delhi-110 062 or any other office as approved by SEBI which will be duly informed, if so which has been declared to SEBI and approved by it for carrying on its activities. The address of its office shall be printed in all relevant stationery pertaining to the said transfers, etc.

(10). All the input materials that are to be supplied by the company/agreed to be supplied by the company will be delivered by the company at its cost at the office of the Transfer Agent and all finished tabulations, statement, unused stationery bearing the name and the letterhead of the company and all original documents supplied by the company to the Transfer Agents are to be delivered by the Transfer Agent at company's cost to such address as may be specified.

(11). The Transfer Agent's responsibility under this agreement will be restricted to the duties of the Transfer Agent as agreed to herein and the Transfer Agent will not be in any way construed to be an agent of the company in its other business in any manner whatsoever.

(12). The transfer Agent shall not during the term of this agreement or thereafter either directly, or indirectly, for any reason whatsoever, divulge, disclose or make public any information whatsoever which may come to their knowledge during or as a result of their appointment as Transfer Agent of the company and whether concerning the business, property, contracts, methods, transactions, dealings, affairs or members of the company or otherwise, save in

Accordance with the performance to their duties hereunder or as required by Law.

(13). Transfer Agent shall use its best efforts to perform the duties assigned to it in terms of this agreement with the utmost care and efficiency. Transfer Agent shall ensure that adequate controls are established to ensure the accuracy of the report furnished by it. Transfer Agent, shall however, not be responsible or liable for any direct or consequential omission/commission committed by the transfer Agent in good faith or in absence of its negligence or breach of the terms of this agreement or due to reasons beyond the Transfer Agent's reasonable control.

(14). Company is primarily responsible for the work of share transfer work assigned to STA. The STA should execute the work efficiently and with due diligence and care, however, the Transfer Agent shall indemnify the company and its successors from and against all suits, claims, actions and demand which may be made or commenced against the company by any holder of the securities issued or other third party as a consequence of any failure or deficiency on the part of the transfer Agent in performing or fulfilling, providing any of the functions, duties, obligations and services hereunder, however, the Transfer Agent shall not be liable for any indirect or consequential loss caused to the company due to error or omission committed by it in good faith and unless such damages are caused by the negligence, willful misconduct, failure to act or recklessness of the Transfer Agent.

(15). Any notice, communication or documents may be given by personal delivery, registered post, telex or by fax. 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, if given by fax or telex upon transmission thereof, Provided

that any notice etc. given by telex or fax, shall be confirmed in writing.



(16). The Transfer Agent and the company agree that in case of non compliance of any of the covenants contained in these should be reported to each other within 7 days.

(17). The company agrees that formats of all reports, statements, share or debenture certificates and other documents shall be in conformity with the standard designs as being followed by RTA.

(18). The company and the Transfer Agent agree that the fees and charges payable to the Transfer Agent shall be as specified in <u>Schedule II</u> hereunder written.

(19). The company shall take special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc.

(20). The company will provide all required stationery items, envelopes and postage expenses well in advance to enable transfer Agent to process all transfers, transposition, transmission and other share transfer related activities. The company shall ensure that after the approval of transfer requests by transfer committee, the funds for dispatch will be made available to Transfer Agents to complete dispatch of transferred certificates within the Stipulated time as prescribed in companies Act/Listing agreement.

(21). If the transactions covered under this agreement are liable to any government tax or other levy the company shall reimburse to the Transfer Agent their liability for payment of such tax/levy including interest and other sum if any payable in respect thereof.

(22). The company will bear expenses for legal advice/action which may have to be taken for no lapse on the part of the transfer Agent but for any eventuality which may arise in connection with the work.

 $(23)\,.$ Other conditions as mutually agreed between the Company and the transfer Agent.

(24). In case of any dispute the parties to the agreement shall appoint an arbitrator as mutually agreed by the parties and his decisions shall be final and binding on both of them.

THIS AGREEMENT SHALL REMAIN VALID UNTIL SAME WILL BE TERMINATED BY GIVING ONE MONTHS NOTICE BY EITHER PARTY.

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

SIGNATURE (OF COMPANY
	ALCOAN
	EK * (* CE)
WITNESS I	6147100785 P
Signature	H-S WILL
Name	Hiorgoshy Stebor
Address	avogan.

SIGNATURE OF TRANSFER AGENT	
For Beetal Financial & Computer Services (P) Ltd.	
BEETAL	2
WITNESS I Managing Director	
Signature	
Name Punit Mitter	
Address 99, Madangir,	
New Delly - 110062	

SCHEDULE I

I Specific Activities

a) STA will receive and attend promptly correspondence received from shareholders/debenture holders/company/ Stock Exchange/ SEBI/other bodies and will segregate the inward mail as transfer requests, request for endorsement as fully paid up, receipt of call money, request for change of address, transmissions, transposition, deletion of name, other letters from investors. It will inward the mail pertaining to request for transfer/ transmission/transposition/other request/complaints by maintaining inward register on a day to day basis and also affix stamp containing inward number and date of receipt on all transfer deeds/letters pertaining to above requests/ complaints.

b) The company shall also maintain inward register to record the date of receipt to transfer requests/request for endorsement as fully paid up/correspondence from investors, SEBI/Stock Exchanges and relevant statutes. Company shall hand over all transfer requests/request for endorsement as fully paid/other correspondence well in time under a covering letter to Transfer Agent. The receipt of above documents should be acknowledged by Transfer Agents.

c) Transfer Agents shall process all transfer/transmission/ transposition/change of address/other requests/complaints and generate checklist, verify the same and correction of such data.

d) While scrutinizing transfer deeds, transfer agents shall verify date of presentation, transfers' particulars, certificates enclosed, transferors' signature with specimen signature, value of stamps and check whether all the columns including address of transferees provided in Transfer Deeds are duly filled up etc.

e) Transfer Agent shall generate transfer numbers for each valid transfer and the same may be filled up in the column provided in the transfer deed and also folio numbers (in case of new transferees only). It shall allocate the existing folio number in such cases where the transferee is already holding shares of the company.

f) After verification of valid transfers, transfer agents shall prepare transfer registers in duplicate and submit the transfer register well in advance to the transfer committee of the company for approval.

g) The company agrees to conduct share transfer committee meetings at the frequency mutually agreed and specified in the agreement which will enable the transfer agent to complete the transfer within the stipulated time under the Companies Act/ Listing Agreement.

h) On receipt of approval of transfer proposals by the transfer committee, transfer agent shall endorse on the back of the certificates authenticating the transfer of shares in the name of transferees. In case of endorsement by Transfer Agent, companies shall authorise Transfer Agents to do so by passing a resolution in its Board Meeting.

i) In case of endorsement of share certificates, company/ Transfer Agent shall ensure that the authentication is done by an authorised signatory.

j) Transfer Agent shall despatch the transferred share certificates under a covering letter. Transfer Agent shall maintain postal journal/despatch register for the despatch of transferred certificates. The documents may indicate the date of despatch and name of the post office where the despatch has been made.

k) Transfer Agent shall preserve all the transfer deeds in safe custody, take steps to cancel the stamps affixed on the back of transfer deeds and also cancel all blank transfer deeds signed by transferors but not used for effecting transfer.

I) Cutting the specimen signature of the new share/debenture holders, pasting and maintaining specimen signature cards upto date.

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II General

1. Attending to correspondence regarding change of address, consolidation /split of certificate, nonreceipt of share/ debenture certificate, dividend/interest warrants and other letters received from company/SEBI Stock Exchange etc.

2. Printing of new share/debenture certificates in lieu of misplaced, lost, mutilated certificates. Transfer Agent shall issue new certificates against request for consolidation or split.

3. Transfer Agent shall update all records and generate all reports and returns required for the AGM/Extra-ordinary General Meeting, despatch annual reports, circulars and notices etc. to Share/ debenture holders.

4. Transfer Agents shall process and print dividend warrants/ interest warrants/call notices to share /debenture holders.

5. In case of Rights Issues, company shall inform transfer agents and other bodies about the record date and give sufficient time to transfer agent to effect all transfers, update all records. Transfer Agents shall despatch composite application forms well in time or hand over all the required records to Registrar to Rights Issue so as to enable the Registrar to complete Issue in time.

6. Transfer Agents shall maintain Register of Members on computer which will be kept upto date by incorporating changes therein during the year.

7. Any other reports, statements as mutually agreed between company and the transfer agent.





Schedule- II

Schedule of Charges

.No.	Ite	m Description	Unit	Amount (Rs.)
1	acc	io maintenance charges (including demat counts) per shareholder Including connectivity arges with depositories.	Per Annum	Rs.1 per Folio/Deaml account per annum subject to minimum of Rs.5,000/- per month
2	Out of pocket expenses			
	Conveyance Charges including collection and delivery by the staff as per requirement.			Actual
P		inting & Stationery		Actual
		ostage/Courier		Actual
		hotocopy charges		Actual
	S	tamp/Reven3e Charges]	Actual
	B	Sinding Charges	-	Actual
	Т	Fravelling & Boarding etc.		Actual
	3 5	Supply of mailing list of shareholders, if any	Folio	Rs.0.50
	4 1	Preparation of annual return in the prescribed Performa completes in all respect along with enclosures.	Folio	Rs.1.00
		Corporate Action (only in the event of any new issue of shares)	Folio	Rs.3.00 per account subject to minimum of Rs.2000/- per corporate action
	6	Processing charges for compilation of result as per physical ballot paper & electronic voting received at the time of AGM/EGM	Per Annum	Rs.10000.00
	7	Video conferencing services with host for conducting AGM/EGM	Per Meeting	Rs.25000.00
	8	Processing charges for creation of data as per NSDL/CDSL layout for uploading to NSDL/CDSL system for further processing at depository end.	Per folio	Rs.1.00 per account subject to minimum of Rs.2000/- per run
	9	Sending E-mail for AGM/EGM Notices/Annual Report/Dividend intimation/Electronic Advice etc.	Per Folio	Rs.1.00
	10	Downloading of signature for AGM/EGM etc., if required	PerFolio/DP ID Client Id	Rs.0.50

Note: Any other job would be charged on mutually agreed terms & conditions.

Terms & Conditions:

- 1. Service Bills: will raised on quarterly basis
- 2. Debit Notes: At the end of the month
- 3. Payment should be made within 15 days from the receipt date of Bills/debit Notes.
- 4. GST extra as applicable.
- Charges will be increased by 25% after every two year from the date of appointment.
- In case of any major change / addition in the scope of work same will be charged on mutually agreed terms and conditions.

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