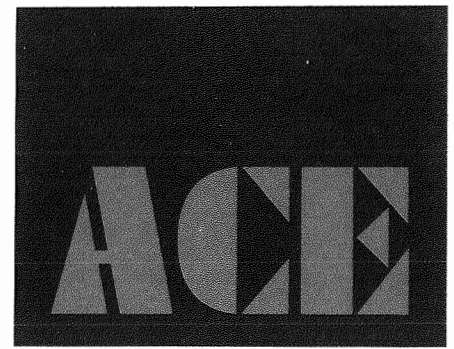


Action Construction Equipment Ltd.

Corporate & Regd. Office

Dudhola Link Road, Dudhola, Distt. Palwal - 121102, Haryana, India



Date: 29th May, 2021

To,

The Manager Listing
BSE Limited
5th Floor, P.J. Towers,
Dalal Street,
Mumbai-400001
Scrip Code: 532762

The Manager Listing
National Stock Exchange of India Ltd.
Exchange Plaza, Bandra Kurla Complex,
Bandra (E),
Mumbai-400051
CM Quote: ACE

Subject: Regulation 7(4) of SEBI (LODR) Regulations, 2015 – Tripartite Agreement

Dear Sir/ Madam,

Pursuant to Regulation 7(4) of SEBI (Listing Obligations Disclosure Requirements) Regulations, 2015, please find enclosed herewith a copy of the Tripartite Agreement entered into between the erstwhile Registrar and Share Transfer Agent M/s. Kfin Technologies Private Limited, the new Registrar and Share Transfer Agent M/s Skyline Financial Services Private Limited and the Company M/s Action Construction Equipment Limited.

Further, above said Tripartite agreement has been taken on record by the Board in their meeting held on 28th May, 2021.

This is for your information and records.

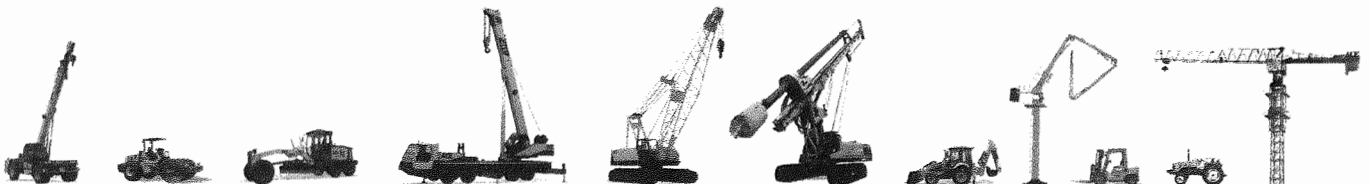
Thanking you.

For Action Construction Equipment Limited

Anil Kumar
Company Secretary & Compliance Officer



Encl: As above





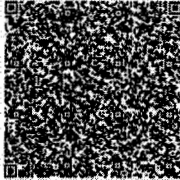
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

| | |
|---------------------------|--|
| Certificate No. | : IN-DL52661042836129T |
| Certificate Issued Date | : 26-Feb-2021 05:50 PM |
| Account Reference | : IMPACC (IV)/ dl988103/ DELHI/ DL-DLH |
| Unique Doc. Reference | : SUBIN-DL98810307596522439496T |
| Purchased by | : SKYLINE FINANCIAL SERVICES PVT LTD |
| Description of Document | : Article 5 General Agreement |
| Property Description | : Not Applicable |
| Consideration Price (Rs.) | : 0 (Zero) |
| First Party | : SKYLINE FINANCIAL SERVICES PVT LTD |
| Second Party | : Not Applicable |
| Stamp Duty Paid By | : SKYLINE FINANCIAL SERVICES PVT LTD |
| Stamp Duty Amount(Rs.) | : 300 (Three Hundred only) |



Please write or type below this line.

This non-judicial stamp paper forming part of Tripartite agreement executed between the Action Construction Equipment Limited, KFIN Technologies Private Limited and skyline financial services private limited

VIRENDER KUMAR RANA
Digitally signed by VIRENDER KUMAR RANA
Date: 2021.04.19 14:45:41 +05'30'

RAMA VENKATA SUBRAHMANYAM MALAPAKA
Digitally signed by RAMA VENKATA SUBRAHMANYAM MALAPAKA
Date: 2021.04.15 12:05:48 +05'30'

VIJAY AGARWAL
Digitally signed by VIJAY AGARWAL
Date: 2021.04.15 12:05:48 +05'30'

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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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL52660342354453T
 Certificate Issued Date : 26-Feb-2021 05:49 PM
 Account Reference : IMPACC (IV)/ dl988103/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL98810307596802752233T
 Purchased by : SKYLINE FINANCIAL SERVICES PVT LTD
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SKYLINE FINANCIAL SERVICES PVT LTD
 Second Party : Not Applicable
 Stamp Duty Paid By : SKYLINE FINANCIAL SERVICES PVT LTD
 Stamp Duty Amount(Rs.) : 300
 (Three Hundred only)



Please write or type below this line

This non-judicial stamp paper forming part of Tripartite Agreement executed between the Action Construction Equipment Limited, KFIN Technologies Private Limited and Skyline Financial Services Private Limited.

VIRENDER KUMAR RANA Digitally signed by VIRENDER KUMAR RANA Date: 2021.04.19 14:47:12 +05'30'

RAMA VENKATA SUBRAHMANYAM MALAPAKA Digitally signed by RAMA VENKATA SUBRAHMANYAM MALAPAKA Date: 2021.04.15 12:06:21 +05'30'

VIJAY AGARWAL Digitally signed by VIJAY AGARWAL Date: 2021.04.15 12:06:21 +05'30'

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.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.

Tripartite Agreement between the Company, Previous Registrar and New Registrar

This Tripartite Agreement made and entered into on this day of 12th April 2021 at New Delhi between **Action Construction Equipment Limited** a Company incorporated and registered under the provisions of the Companies Act, 1956, and having its Registered Office at **Dudhola Link Road, Village Dudhola, District- Palwal, Haryana, India, 121102** (hereinafter referred to as the "Company" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title),

AND

Kfin Technologies Private Limited (SEBI registered Registrar and Transfer Agent) and having its Registered office at **Selenium Tower B, Plot Nos. 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad – 500032, Telangana** (hereinafter referred to as the "Previous RTA" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns)

AND

Skyline Financial Services Pvt. Ltd. (SEBI registered Registrar and Transfer Agent) and having its Registered office at **D-153 A, 1st Floor, Okhla Industrial Area, Phase I, New Delhi-110020** (hereinafter referred to as the "New RTA" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title).

WHEREAS

1. The Company is listed on National Stock Exchange of India Limited (NSE) and BSE Limited (BSE) and has 41,110 no. of shareholders/folios as on 31.03.2021 and has to render services relating to transfer, transmission etc, of its securities in accordance with its Article of Association.
2. The Company had an Agreement/letter with the previous RTA dated 15.02.2006 and 24.03.2017 as amended/updated from time to time to render services to its shareholders. The Company vide their letter/email dated 14.01.2021 has given notice to the existing RTA to discontinue its services and has appointed new RTA w.e.f. shifting of all database and electronic connectivity from old RTA to new RTA as per Board Resolution dated 28.01.2021.
3. The new Transfer Agent is a SEBI registered Share Transfer Agent having registration no: INR000003241 and the Company has approached the Transfer Agent to act as Share Transfer Agent and the Transfer Agent has accepted the assignment.
4. In terms of Chapter III – Regulation 7(4) of SEBI (LODR) Regulations, 2015 (Listing Regulations), the Company is required to enter into a tripartite agreement with the previous RTA and New RTA at the time of change of RTA.

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VIJAYAGARWA.COM, c=IN
Date: 2021.04.15 12:06:52 +05'30'

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Date: 2021.04.19
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5. The Previous RTA, New RTA and Company shall observe following timetable.

| Activity | Days |
|--|------|
| Appointment Date of RTA | X |
| Appointment of Auditor | X+1 |
| MOU between new RTA & Company | X+2 |
| NOC from previous RTA | X+7 |
| Audit report submission to the company by Auditors | X+15 |
| Shifting of ISINs | X+25 |
| Discontinuation of work by previous RTA(Cut-off date) | X+30 |
| Date of Tripartite agreement signing (as per LODR) | X+30 |

NOW THEREFORE the Company, the previous RTA and the new RTA do hereby agree as follows:

1. The Company shall pay all outstanding dues of previous RTA and shall obtain No Objection Certificate (in prescribed format of the depositories) from previous RTA. If any order has been issued against previous RTA, No Objection Certificate from previous RTA for shifting of ISIN will not be required.
2. The Company shall appoint an independent auditor to carry out sample check of the data and documents to be handed over by previous RTA on the very next day of the date of appointment of new RTA.
3. The Previous RTA shall allow the auditors appointed by the Company and representatives of new RTA to inspect the documents to be handed over to the new RTA/Company.
4. The previous RTA shall hand over the documents to new RTA for a period of 3 years prior to the cut-off date and rest of the documents, if any, shall be handed over to the Company.
5. The Company and the Previous RTA will ensure that all records/ reports/ documents along with data in electronic mode are properly handed over to the new RTA after its appointment. The responsibility of the new RTA will commence on receipt and verification of records/ reports/ documents/data as per Annexure I.
6. The Previous RTA shall:
 - a. Hand over the Check List to the New RTA prior to the audit.
 - b. Hand over the data and documents (as per Annexure I) duly catalogued and indexed to new RTA under intimation to the Company within one week from the date of discontinuation of services (cutoff date)
 - c. elaborately list out all the missing documents in the annexure enclosed
 - d. Mention whether any documents were missing at the time of their appointment as RTA or the same were handed over to them by the Company/earlier RTA and they have been subsequently misplaced at their end.
7. The New RTA shall acknowledge the receipt of the data and the documents and perform a sample check on the documents within a period of one month from the date of receipt of the data and documents.

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DN: cn=VIJAY AGARWA, o=VIJAY AGARWA, email=VIJAY.AGARWA@VIJAYAGARWA.COM, c=IN

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VIRENDER KUMAR
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Date: 2021.04.19
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8. The discrepancies, if any, shall be brought to the notice of previous RTA and the Company within this period by the new RTA.
9. The capital reconciliation (i.e. Issued Capital = NSDL holding + CDSL Holding + physical shareholding) will be carried out by the new RTA. The previous RTA to provide such capital reconciliation for data being handed over as of cut-off date.
10. As it is not possible for the new RTA to check the authenticity of the data and records handed over to them by the previous RTA/Company, the new RTA will start processing transfer/demat requests using the data as provided in good faith.
11. The previous RTA shall provide their full co-operation to resolve the discrepancies in the data and documents and shall provide complete and clear explanation for discrepancies in the data and missing documents/specimen signatures, if any.
12. The previous RTA shall do all the activities of Share Transfer Agent till new RTA confirms start of services at their end latest within one month from date of their appointment.
13. The previous RTA shall extend necessary co-operation for shifting of ISIN to new RTA as also for conversion of electronic data as per file formats as may be needed for seamless loading by the new RTA, to resolve gaps and/or discrepancies observed in the data/documents being handed over.
14. The previous RTA shall fully co-operate with the new RTA and Company during the transition period for the change of RTA.
15. Cut-off date will be the date on which previous RTA will stop their work.
16. All the liabilities/ responsibilities prior to cut-off date pertaining to share transfer work will be borne by the Company / previous RTA, as applicable. The new RTA will not under any circumstances be held liable/responsible for the said period. Similarly, the Company /new RTA, as applicable, will take responsibility for all actions pertaining to share transfer work after the cutoff date and will 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 Company/previous RTA.
17. After handing over the data and documents, the previous RTA shall preserve soft copy of the data handed over to new RTA for a period of 3 years and thereafter previous RTA will not be responsible for loss of any records pertaining to any such prior period.
18. The hard copy of the data pertaining to physical shareholders as of cutoff date will be printed in triplicate and the same will be signed by previous RTA, new RTA and the Company and shall be kept with each of them. In case it is not possible to print the entire share master, then the soft copy of the data as of cut-off date will be handed over to the Company, New RTA and the Previous RTA.
19. This Tripartite Agreement shall be signed by the parties only after the items listed in the Annexure are checked by the auditors appointed by the Company and representative(s) of the new RTA.

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RANA

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by VIRENDER
KUMAR RANA
Date: 2021.04.19
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20. The copy of this Agreement shall be submitted by the Company to the Stock Exchanges wherever the Company's shares are listed.

21. All the disputes and the differences that may arise while implementing the terms and conditions of this agreement shall be resolved amicably and expeditiously and if such attempts fail, the same shall be resolved as per the provisions under the Indian Arbitration and Conciliation Act, 1996, for the time being in force.

22. The Company shall take suitable and adequate insurance cover from a reputed Insurance Company for protection against fraud, forgery, errors of commission / omission, etc. and also for Force Majeure conditions like flood, earthquake and riots, etc.

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

| | |
|--|---|
| <p>Signature of Company</p> <p>VIJAY AGARW AL</p> <p><small>Digitally signed by VIJAY AGARWAL DN: cn=VI, o=Personal, postalCode=110027, ou=Haryana, 2.5.4.20=0c7E5679a055a46ca546b2d47e 601c32ab1514727a46a822711436a06 # #0a0d0970a05180c3e7f1e182b4562 13006AC0F131851A #0a0d0970a05180c3e7f1e182b4562 2F163C451918FA327E5C3E3E9F048195, 08142D2C5C8, cn=VIJAY AGARWAL Date: 2021.04.15 17:00:07 +05'30'</small></p> <p>Witness:</p> | <p>Signature of New RTA</p> <p>VIRENDER KUMAR RANA</p> <p><small>Digitally signed by VIRENDER KUMAR RANA Date: 2021.04.19 14:52:05 +05'30'</small></p> <p>Witness :</p> |
| <p>Signature of Previous RTA</p> <p>RAMA VENKATA SUBRAHMANY AM MALAPAKA</p> <p><small>Digitally signed by RAMA VENKATA SUBRAHMANYAM MALAPAKA Date: 2021.04.15 12:10:17 +05'30'</small></p> <p>Witness:</p> | |

Annexure – I

| Sr. No. | Document Name | Document Sr. No. | | Missing Ranges | | Remarks |
|---------|---------------|------------------|----|----------------|----|---------|
| | | From | To | From | To | |
| 1 | | | | | | |

While handing over the documents and the data, the following shall be listed in the above format:

1. Specimen signatures of the physical shareholders
2. Original Affidavits along with supporting documents for change in signatures of the holders recorded / to be recorded by the previous RTA.
3. Transfer deeds / transmission forms for securities duly transferred / transmitted along with supporting documents. Also photocopies for all objected transfer deeds / transmission forms along with their supporting documents. .
4. Pending transfer deeds alongwith share certificates and supporting documents, received for transfer
5. Demat/remat request forms for shares which have already dematerialized/rematerialized to be handed over to Company for safe keeping (Scanned images of such forms may be handed over to the new RTA for handling investor queries, if any)
6. Pending cases for demat/remat, if any
7. Register and request documents of stop transfers, name correction, change of address, transmission, duplicate consolidation/split/nomination, transfers, demat, remat etc.
8. Files for intimation to Stock Exchanges for loss of securities and data of duplicate certificates issued
9. Register of power of attorney cases along with attested copies of the Power of Attorney and their specimen signatures
10. Memorandum and Articles of Association & Board resolutions for corporate bodies,
11. Register and file of mandate cases along with soft copy.
12. File of original executed indemnities, Affidavits, etc. along with all supporting documents received for duplicate certificate issue, refund
13. File of stop transfer cases, related correspondence/court injunction/ other orders, etc.
14. Soft copy of previous year's Annual Return filed with Registrar of Companies ("ROC").
15. Allottee registers for all issues (public/rights/ESOS)
16. Non allottee registers
17. Allottee and non allottee IPO / rights applications
18. Bank schedules
19. Bulk/ucp registers
20. Register of members
21. Paid/unpaid list for refund/dividend (all years) along with soft copy
22. Paid/unpaid list for allotment/call money along with soft copy
23. Reconciliation of refund/dividend accounts
24. Correspondence with shareholders
25. Files for legal cases/court/consumer forum/Police cases and/or with any other authorities. (Original documents and correspondence, as relevant, to be provided to new RTA).
26. Files of Queries and replies to SEBI/BSE/NSE/ROC/ITO/Government Bodies
27. Undelivered postal articles (share certificates/refund/demand drafts/dividend warrants/interest warrants)
28. Original documents for nominations registered.

RAMA Digitally signed
by RAMA
VENKATA
SUBRAHMA SUBRAHMANYA
NYAM M MALAPAKA
MALAPAKA Date: 2021.04.15
12:11:28 +05'30'

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KUMAR VIRENDER KUMAR
RANA
RANA Date: 2021.04.15
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29. IEPF Registers
30. Clause 5A registers.
31. Last set of shareholding pattern reports including regulatory submissions (hard or soft copies)

Electronic data:

=====

1. Name master
2. Certificate master
3. Transaction files (td files/demat files from beginning)
4. Allottee/non-allottee data (public/rights/ Bonus / split / merger / demerger, etc...)
5. Dividend files (all years)
6. Paid/unpaid files for dividend/interest/refund
7. Refund files
8. Allotment/call money paid/unpaid files
9. Signature scanned data if any (compatible with New RTA system)
10. Beneficiary position and history file of NSDL & CDSL for previous period.
11. Occupation code list and status and substatuscode list
12. Soft data unpaid dividend filed with IEPF for previous years.
13. Data of forfeited shares, if any.
14. ' Stop' master
15. All other transaction files, like transmission, duplicate certificate, master corrections, etc.

Company specific information:

1. List of Authorised signatories for transfer and duplicate/new share certificates.
2. Specific work instructions including limits for Duplicate/Transmission WithoutLegalRepresentation/Issue of new certificates, if any.
3. MIS reporting system
4. Handling of monitoring reports for Insider Trading, if any.
5. Capital build up history with DNR ranges, along with details of the issues
6. Copies of in principle/ listing/trading approvals from stock exchanges, if any.
7. Additional documents, if any (to be listed).

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RAMA VENKATA
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