



# Sun Retail Limited

CIN: U51909GJ2007PLC050974

Date: December 04, 2018

To,  
Department of Corporate Services  
Bombay Stock Exchange Limited  
25<sup>th</sup> Floor, P. J. Tower,  
Dalal Street,  
Fort, Mumbai- 400 001.

Dear Sir/Madam,

**Sub: Appointment of Registrar and Share Transfer Agent pursuant to Regulation 7 of SEBI (LODR) Regulations, 2015.**

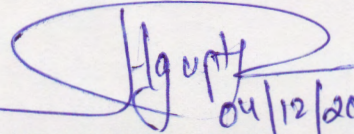
**Ref: Scrip Code: 542025 (Sun Retail Limited)**

Pursuant to Regulation 7 (5) SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 this is to inform you that Agreement has been executed today between Company and Bigshare Services Private Limited and appointed them as Registrar and share transfer agent of the company.

Please take the same on your records.

Thanking You,

FOR, SUN RETAIL LIMITED



HIMANSHU GUPTA  
COMPANY SECRETARY



AGREEMENT BETWEEN

BIGSHARE SERVICES PRIVATE LIMITED

AND

SUN RETAIL LIMITED





महाराष्ट्र MAHARASHTRA

2018

UA 882049

प्रधान मुद्रांक कार्यालय, मुंबई  
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25 SEP 2018

सक्षम अधिकारी

श्री. दि. क. गवई

**THIS AGREEMENT** ("this Agreement") MADE ON 16th day of October 2018 AT Mumbai ("date of execution");

**BY AND BETWEEN**

**Bigshare Services Private Limited**, a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013 and having its Registered Office at E2/3 Ansa Industrial Estate, Saki Vihar Road, Sakinaka, Andheri East, Mumbai – 400 072 and its Corporate office at 1<sup>st</sup> Floor, Bharat Tin Works Building, Opp. Vasant Oasis, Makwana Road, Marol, Andheri East, Mumbai – 400 059 (hereinafter severally referred to as the "TRANSFER AGENT", "BSS", "", "STA" OR "Registrar & Transfer Agent ('RTA)", which expression shall unless repugnant to the context herein mean and include its successors and assigns)

**AND**

**SUN RETAIL LIMITED**, a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013 and having its Registered Office at 213/214, Phase-II GIDC, Naroda, Ahmedabad - 382330, Gujarat, India (hereinafter referred to as "THE COMPANY", which expression shall unless repugnant to the context herein mean and include its successors and assigns)



04/12/2018



Both the Company and the Transfer Agent hereinafter are referred to individually as a "Party" and collectively as the "Parties".

**W H E R E A S:**

1. THE COMPANY currently has around                      shareholders/folios and has to render services relating to transfer, transmission, dematerialization, rematerialization, etc. in accordance with its Articles of Association and relevant provisions of Companies Act, 1956 & Companies Act, 2013 and other applicable statutory requirements.
2. The Transfer Agent is a Securities & Exchange Board of India (SEBI) registered category-1Registrar and Share Transfer Agent, having permanent Registration no. INR000001385and the Company has approached the Transfer Agent to act as Share Transfer Agent and the Transfer Agent has accepted the assignment.
3. In terms of Rule 9 (A) (1) (b) of SEBI (Registrars to an Issue and Share Transfer Agent) Rules, 1993, (including all statutory modification(s) or re-enactment(s) for the time being in force), the Transfer Agent is required to enter into a valid agreement with the Body Corporate on whose behalf the Transfer Agent has to act as Share Transfer Agent and in pursuance of the same the Transfer Agent and the Company have entered into an agreement being these presents.

**NOW, THEREFORE, THE COMPANY AND THE TRANSFER AGENT DO HEREBY AGREE AS FOLLOWS:**

1. THE COMPANY hereby appoints the Transfer Agent as Share Transfer Agent and the Transfer Agent accepts such appointment.
2. The Transfer Agent thereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
3. The Company will ensure that all records/reports/documents are handed over to Transfer Agent after its appointment. The responsibility of the Transfer Agent will commence on receipt of records/reports/documents.
4. The Company will inform shareholders/debenture holders/investors by way of Press Notice/letters/emails/other media about the appointment and change in STA if any.
5. The Transfer Agent declares and undertakes that:
  - a) It has obtained certificate of permanent registration from SEBI and that the certificate is valid from April 9, 2013.The Company will be informed forthwith of any circumstances by which the certificate of registration has been cancelled or has become invalid.
  - b) It has not violated any of the conditions subject to which registration has been granted and that it has not been 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 activities which are likely to be in conflict with its own interest, interest of the Company and investors and/or contrary to the directions issued by SEBI.

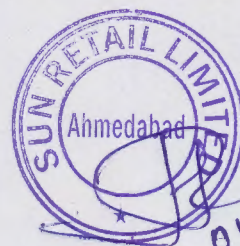




- d) It shall carry out its duties / responsibilities and complete all the formalities within the specified time limits as per the relevant statutes, SEBI Guidelines and Depository & Stock Exchange Regulations.
- e) It has complied with and shall continue to abide by the Code of Conduct in accordance with Regulation 13 and Schedule III of SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993.
- f) In case of any change in its status/constitution/change in control, it shall obtain permission from SEBI and duly inform the Company in writing of such change.
6. 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 package of the Transfer Agent to handle the assignment.
7. The Company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, guidelines for disclosures and investor protection issued by SEBI, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (hereinafter referred as "Listing Regulations") and other relevant statutes pertaining to share transfer and dematerialization/rematerialisation activities.
8. The Company and Transfer Agent agree to carry out the functions, duties and obligations as set out in **Schedule-I** hereto, which may be modified from time to time by the Company in consultation with the Transfer Agent. In addition thereto, the following activities shall also form part of the Transfer Agent's functions and responsibilities during the currency of this Agreement:
- a) Receipt of requests for transfer, transmission, name deletion, transposition, dematerialization, rematerialization, endorsement as fully paid up, allotment/call money, split, consolidation, transposition, change of address, issue of duplicate certificate in lieu of lost / destroyed certificates/exchange of share certificates of merged companies & subdivided shares etc.
- b) Processing of requests for transfer and other correspondence received in connection with transfer activities.
- c) After verification of transfer deeds, preparation of transfer proposals for approval of the Company, endorsement on the certificates.

The Company is obliged to revert to RTA within 48 hours of receipt of Memorandum of Transfer (MOT), otherwise RTA shall presume that there were no objections to the transfers mentioned in the MOT.

- d) Despatch of transferred certificates to the Transferees within the mandatory period as laid down in the Companies Act, 2013/Listing Regulations, SEBI Regulations and other applicable statutory provisions;
- e) Processing and confirmation of dematerialization / re-materialization requests electronically within the stipulated time frame prescribed by Depositories.





- f) The Company /Issuer is required to make available desired share certificate stationery to adhere to the stipulated timelines.
9. The Transfer Agent will handle the transfer work from its office at 1<sup>st</sup> Floor, Bharat Tin Works Building, Opp. Vasant Oasis, Makwana Road, Marol, Andheri East, Mumbai – 400 059 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 stationery meant for communication with investors as well as regulatory authorities.
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 own cost at the office of the Transfer Agent stated above in Clause 9 and all finished tabulations, statements, unused stationery bearing the name and the letterhead of the Company and all original documents supplied by the Company to the Transfer Agent are to be delivered by the Transfer Agent at the Company's cost to such address as may be specified and/or such address as may be informed by the Company.
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 in any way be construed to be an agent of the Company in any of its other business in any manner whatsoever.
12. The Transfer Agents 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 its knowledge during or as a result of its appointment as the Transfer Agent of the Company and whether concerning the business, property, contracts, method, transactions, dealings affairs or of Members of the Company or otherwise, save in accordance with the performance of its duties hereunder or as required by law.
13. The Transfer Agent shall endeavor to perform the duties assigned 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 reports, with reference to the inputs provided by the Company/investors. RTA shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement. However, RTA shall not be responsible or liable for any indirect or consequential loss caused to the Company due to errors of omission/commission committed by the RTA 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. It is clearly understood and agreed by and between the parties that RTA's aggregate cumulative financial liability in respect of the entire agreement will be limited to the amount equivalent to 6 months' fees of the Transfer Agent. Notice of such claim, if any, must be delivered in writing to the RTA within 30 days from the date of first noticing the incident giving rise to such claim or be forever barred. The Company agrees to cover all the losses which may arise due to any act of RTA or of any other party or any frauds or forgery, etc. through contingency insurance policy.
14. RTA will also not be liable for any errors or loss of data occurring by reasons of circumstances beyond RTA's control, including acts of civil or military authorities, national emergencies, labour difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, failure of the banks & post offices and Courier agencies, e-mailing service providers, transportation, communication or power supply.





15. The Company is primarily responsible for the share transfer work assigned to the STA. The STA shall execute its duties and obligations hereunder efficiently, with due diligence and care. The Transfer Agent shall indemnify, defend and hold harmless the Company, its directors, employees and its successors from and against all costs, liabilities, judgment, obligation, losses, expenses (including reasonable attorneys' fees & expenses) of whatsoever kind or nature incurred by or imposed upon the Company as a result of any suit, claim, action 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, fulfilling or providing any of the functions, duties, obligations and services hereunder. Provided 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, unless such damages are caused by the negligence, willful misconduct, failure to act or recklessness on the part of the Transfer Agent.
16. The Company shall ensure that requisite approvals are provided to the STA well in time so that the necessary updates can be effected within the statutory timelines. The STA will not be held responsible if any delay in decision/action by the Company results in delay in processing of the work. Any penalty levied on account of such delay will be required to be borne in its entirety by the Company.
17. The Company and Transfer Agent agree that in case of non-compliance of any of the covenants contained in these presents a report thereof shall be made to SEBI within 7 (Seven) days.
18. The Transfer Agent shall make an endeavour to redress complaints of the investors within one month of receipt of the complaint during the currency of the Agreement. This, however, shall not exempt the Transfer Agent from redressing the complaint of the investors within 1 (one) month during the period it is required to maintain the records under the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 and the Company shall do all such things and extend necessary co-operation to the Transfer Agent for complying with the Regulations. The Transfer Agent shall retain the records during the tenure of this Agreement and shall provide any such record(s) to the Company as and when required.
19. The Company agrees that formats of all reports, statements, share or debenture certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchange.
20. The Company and the Transfer Agent agree that the fees and charges payable to the Transfer Agent shall be as specified in Schedule II hereunder. This fee and charges shall be revised by both the parties at the mutually agreed period. However, the Parties agree that fees is subject to revision in the event of (i) there is a change in the existing normal STA activities due to changes/ amendments effected by SEBI Circulars, Notifications, Guidelines, and/or any other law, which result in additional compliance work for the STA; (ii) Increase in the workload post corporate actions or substantial increase in the folios/beneficiary accounts; (iii) All other activities , not listed in the Schedule – II shall be chargeable at mutually agreed terms.
21. The Company/ Issuer undertakes to, shall take special contingency insurance policy to cover risks arising out of fraud, forgery, errors of commission / omission, etc.





22. Should there be major change in the scope of work from that indicated in this Agreement or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious sustained political or industrial disturbance or in the event of force majeure, the Transfer Agent shall have option to withdraw its appointment or renegotiate the terms of this Agreement. However, the Transfer Agent shall be liable for the activities done till termination of this Agreement.
23. The Company may provide all required stationery items, envelopes and postage expenses well in advance to enable the Transfer Agent to process all transfers, transpositions, transmissions and other share transfer related activities. The Company shall ensure that after the approval of transfer requests by the Company, the funds for despatch shall be made available to the Transfer Agent to complete despatch of duly transferred share certificate(s) within the stipulated time as prescribed in Companies Act/Listing Regulations.
24. If the transactions covered under this Agreement are liable to any sales tax / service tax / GST 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. The Company shall be responsible for payment of applicable taxes, provided that the Transfer Agent shall raise invoices with such particulars of the payment as agreed in this Agreement and also mention the applicable tax component on the invoice enabling the Company to process the invoice within the said dues. It is agreed that The Company will process the invoice raised for payment as per this Agreement and make payments on or before the due dates.
- a) The Company will bear all expenses for legal advice/action, which may have to be taken for no lapse on the part of Transfer Agent, but for any eventuality which may arise in connection with the transfer work. RTA will have the right to defend or file a case against investors or any other party in the normal course of discharge of their duties, the cost of which will be borne by the Company.
  - b) It is hereby understood by and between the Parties to this Agreement that with a view to enable the Company to defend all legal proceedings against the Company, the responsibility of STA. shall be limited to –
    - i. Providing such information as may be available in the records handed over to the Transfer Agent by the Company.
    - ii. Assisting the Company in appointing an Advocate or liaising with any Advocate appointed by the Company and to obtain periodic details of the progress of the proceedings before Hon'ble Courts or Forums from time to time.
    - iii. Assisting the Company in providing the necessary evidences that may be available with it and made available to it by way of documents, papers etc. to enable the Company to take necessary steps to prepare written statements, affidavits, petitions, applications and all such documents that may be required for the purpose of defending itself against the aforesaid proceedings.





- c) The Company shall authorize such of its Officers, Managers, Executives, or other Senior Persons to swear affidavits, to sign written statements or other such documents for adequately defending itself in any of the legal proceedings as stated hereinabove.

25. The Company/Transfer Agent shall maintain following documents and records pertaining to transfer activities by way of hard/soft copies/online system:

- a) Inward register, transfer register, Securities Transfer Form, specimen signature cards or scanned images of specimen signatures, despatch register/postal journal, objection memos, mandates, Power of Attorney/Board Resolutions, RBI approvals in case of NRIs, Annual Returns/Return of Allotment, Interest/Dividend Register. Other relevant documents pertaining to transfer activities.
- b) Correspondence with the Company, investors, SEBI and other statutory or non statutory bodies.
- c) Records pertaining to investor complaints, Power of Attorney / Board Resolutions passed by the Company, authorizing the Transfer Agent to endorse the certificates and other documents on behalf of the Company.
- d) Any electronic media required to store all the data pertaining to shareholders and related transfer activities

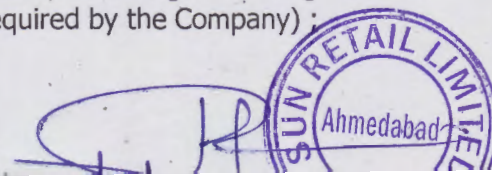
These records shall be maintained for a minimum period of 3 years as provided in Regulations 15 of the SEBI (Registrar to an Issue and Share Transfer Agent) Rules and Regulations, 1993 and the same shall be made available for inspection as and when required by statutory authorities including SEBI.

26. Other conditions as mutually agreed between the Company and the Transfer Agent.

27. This Agreement is valid from the date of execution and continue to be valid until its termination by either of the Parties by providing prior written notice as provided below.

28. Either party has the right to terminate this Agreement by giving 3months' prior notice in writing to the other during the validity period of the Agreement. On termination / expiration of this Agreement, the Transfer Agent shall provide the Company full assistance in transferring the services to the Company or its designee. The Transfer Agents shall:

- a) Co-operate with the Company or its designee and shall assist in the preparation and implementation of a plan for the transfer of the Services from the Transfer Agent to the Company or to its designee;
- b) Provide master file and field descriptions and record layouts and other similar information necessary for the Company or its designee to use the Transfer Agents data / software without disruption to the Company's operations.
- c) Provide to the Company or its designee the problem management records, as these exist as of the effective date of the termination or expiration of this Agreement
- d) Return to the Company or its designee all the Confidential Information, remaining property of the Company in Transfer Agent's possession, including remaining reports, data and other Information (alternatively, as required by the Company) ;





- e) Provide to the Company or its designee reasonable access to appropriate Transfer Agent's personnel in order to address questions or issues with respect to the Transfer Agents' prior performance and transfer of the Services.
29. Any notice, communication or documents may be given by personal delivery, registered/speed post, or by fax or email from official id of the designated official. 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; if given by post, on expiration of 3 (three) days after the notice, shall have been delivered to the post office for onward despatch and if given by fax, upon transmission thereof and if given by email then after receiving the delivery confirmation. All notices and correspondence with respect to fulfillment of contractual obligation shall be served at the addresses mentioned below:

In respect of Company:

The Managing Director  
Sun Retail Limited  
213/214, Phase-II GIDC,  
Naroda, Ahmedabad - 382330,  
Gujarat, India

In respect of Transfer Agent:

The Managing Director  
Bigshare Services Pvt. Ltd  
1<sup>st</sup> Bharat Tin Works Building  
Opp. Vasant Oasis  
Makwana Road, Marol  
Andheri East, Mumbai - 400 059

30. **Relationship between the Parties:** The Transfer Agent is an independent contractor dealing at arms' length. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes.
31. **Severability** - Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality, or enforceability of any other clause or portion of this Agreement shall not be affected thereby.
32. **Limitation of Liability** - Notwithstanding anything else in this Agreement, to the maximum extent permitted by law, the Company and the Transfer Agent will not be liable under any contract, negligence, strict liability or other legal or equitable theory under or in connection with this Agreement or any affiliate agreement for any special, indirect, incidental or consequential damages. Provided always that in case of any dispute claim, expenses, loss, damage and/or liability suffered by the Company the Transfer Agent shall be liable to pay the amount equivalent to the 6 months' fees of the Transfer Agent.





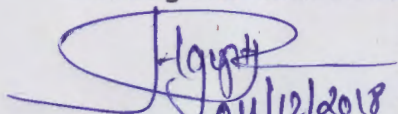
33. **Dispute Resolution:** All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 and the rules thereunder along with its statutory modifications, as may be in force from time to time. The Arbitration shall be conducted in the English language. The Seat of Arbitration shall be at the city of registered office of the RTA at Mumbai Arbitrator shall assign reasons to the award.
34. **Governing Law and Jurisdiction:** The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to clause 34, irrevocably submits to the exclusive jurisdiction of the **Courts at Mumbai** only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
35. This Agreement along with the schedules agreed to and signed from time to time by both parties to the Agreement shall set forth the entire understanding of the parties with respect to the subject matter hereof. Neither this Agreement taken together with its schedules nor any provision hereof can be waived, changed, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of any waiver, change, discharge or termination is sought.

Schedules forming part of this Agreement and attached hereto:

Schedule I :List of activities to be performed by the Transfer Agent.  
 Schedule II : Service charges and terms of payment.

IN WITNESS WHEREOF the parties hereunto have set their hand on the day and year hereinabove written.

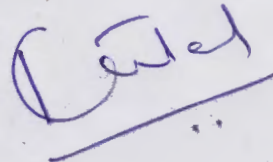
**SIGNED & DELIVERED by the within named  
 Sun Retail Limited  
 through its Authorized Official**


  
 04/12/2018  
 Himanshu Gupta  
 Company Secretary



in the presence of:  
 Hiten Thakkar, Ahmedabad

**SIGNED & DELIVERED by the within named  
 Transfer Agent Bigshare Services Pvt. Ltd  
 through its Authorized Official**



  
 Ashok Shetty  
 Chief Operating Officer



in the presence of:



## SCHEDULE-I

### 1. SPECIFIC ACTIVITIES

- a) The Registrar & Transfer Agent will receive and attend to correspondence received from shareholders/THE COMPANY/Stock Exchanges/through SCORES, other bodies, etc. 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, transmission, transposition, deletion of name, other letters from investors.

It will inward the mail pertaining to request for transfer/ transmissions/ transpositions/ other requests/ complaints by maintaining an inward register on a day to day basis and also affix stamp containing inward number and date of receipt on all Securities Transfer Forms / letters pertaining to above requests/ complaints.

- b) THE COMPANY shall also maintain an inward register either manual or electronic to record the date of receipt of transfer requests/ request for endorsement as fully paid up/ correspondence from investors, SEBI/ Stock Exchanges and relevant statutes. THE COMPANY shall hand over all the transfer requests/ request for endorsement as fully paid up/ other correspondence well in time under a covering letter to the Registrar & Transfer Agent. The receipt of the above documents should be acknowledged by the Registrar & Transfer Agent.
- c) The Registrar & Transfer Agent shall process all transfers/ transmissions/ transpositions/ change of address/ other requests/ complaints and generate checklist, verify the same and make requisite corrections of such data.
- d) While scrutinizing Securities Transfer Forms, the Registrar & Transfer Agent shall verify the transferors signatures with the specimen signatures recorded with the Registrar & Transfer Agent, verify the value of stamps, ascertain whether thumb impressions are attested by Magistrate/ Bank Managers or notarized as the case may be and check whether all the columns including address of the Transferees provided in the Securities Transfer Forms are filled up and self attested copy of PAN Card are enclosed for transferor/transferee, etc. In case the specimen signatures are not available with the RTA, the Registrar shall follow the procedure as mentioned in the SEBI LODR 2015.
- e) The Registrar & Transfer Agent shall generate transfer numbers for each valid transfer and the same may be filled up in the column provided in the Securities Transfer Forms as also folio numbers (in case of new transferees only). It shall allocate the existing folio number in such cases where the Transferee is already a shareholder of THE COMPANY and has indicated the said folio number in the Securities Transfer Form (SH-4), subject to the address and tallying of signatures with the ones recorded with the Company / RTA.



04/12/2018



- f) After verification of valid transfers, the Registrar & Transfer Agent shall prepare Transfer Register 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 frequencies agreed upon between the parties hereto specified in this Agreement which will enable the Registrar & Transfer Agent to complete the transfers/ transmissions/ transpositions of the securities within the prescribed time under the applicable provisions of law/Listing Regulations/SEBI Act.
- h) After receipt of approval of transfer proposals from the Transfer Committee, the Registrar & Transfer Agent shall endorse on the reverse of the certificates authenticating the transfer of shares in the name of Transferees. In case endorsement is required to be made by the Registrar & Transfer Agent, THE COMPANY shall authorise the Registrar & Transfer Agent to do so by passing a resolution at its Board Meeting.
- i) In case of endorsement of share certificates, THE COMPANY/Registrar & Transfer Agent shall ensure that the authentication is done by an authorised signatory.
- j) The Registrar & Transfer Agent shall despatch the transferred share certificates under a covering letter. The Registrar & 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 taken place. Dispatch of Seller Notices to the transferors, with a copy to the transferees, by registered post, within the mandatory period as laid down in the Companies Act, 2013/SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, other applicable laws & guidelines in force and maintaining the Postal Journal/ Bulk Register indicating the Date of Dispatch and Name of the Post Office from where the Despatch was made
- k) The Registrar & Transfer Agent shall preserve all the Securities Transfer Forms in safe custody and take steps to cancel the stamps affixed on the reverse of the Securities Transfer Forms and also cancel all blank Securities Transfer Forms signed by the Transferors but not used for effecting transfer, in case the same is received from the Transferee.
- l) Enter the transfer details on both seller side and buyer side in the Register of Members, preparation of new ledger sheets for the Register of Members in case of new securityholders.
- m) The Registrar & Transfer Agent shall cut the specimen signatures of the new shareholders, paste and maintain specimen signature cards up to date. Alternatively, the Registrar & Transfer Agent shall scan the signatures of members and store the same electronically in its computers.





- n) The Registrar & Transfer Agent shall maintain record of the date of receipt of transfer requests/ requests for endorsement as fully paid up/other correspondence received directly from the Company. Similarly the Registrar & Transfer Agent shall record the date of submission of transfer proposals to the Transfer Committee of the Company for approval, date of receipt of the transfer proposal after approval, date of submission of certificates to the Company for endorsement and date of receipt of certificates after endorsement.
- o) The Registrar & Transfer Agent shall maintain a Register of all shareholders, interalia, containing their addresses, number of shares held by them etc.
- p) The Registrar & Transfer Agent shall maintain a separate Register in respect of renewed and duplicate share certificates issued, containing therein full particulars of the names of the holders, the date of issuance of duplicate share certificates, the reasons thereof, etc.
- q) THE COMPANY shall be responsible for arranging the issuance of public notices in the newspaper(s) as per the requirement of Listing Regulations or the provision of relevant statutes for the time being in force concerning to the closure of Register of Members, payment of dividend, etc.
- r) The Registrar & Transfer Agent shall be responsible for compliance of the relevant provisions of the Listing Regulations entered into by THE COMPANY with the concerned Stock Exchange(s) and shall ensure that no default occurs in respect thereof due to any act of commission or omission. The Company shall make available to the Registrar & Transfer Agent copies of all such Listing Regulations for the Registrar & Transfer Agent's guidance and records.
- s) Generation of EVSN number, user Id, password in coordination with respective depository and uploading of database file with them generates necessary report in coordination with the scrutinizer for each such events; while carrying out e-voting facility by the company for its shareholders from time to time.
- t) Transfer of shares to IEPF as per the applicable rules & regulations.

## II. General

1. Attending to general correspondence regarding change of address, consolidation/ splitting of certificates, non-receipt of share/debenture/security certificates, dividend/interest/redemption warrants and other letters received from the Company/ SEBI/ Stock Exchange(s), etc.
2. Printing of new share/debenture/security certificates in lieu of lost/destroyed, and mutilated certificates. The Registrar & Transfer Agent shall issue new certificates against request for consolidation or split.





3. The Registrar & Transfer Agent shall update all records and generate all reports and returns required for the AGM/ Extraordinary General Meetings, despatch Annual Reports, Circulars and Notices, etc. to shareholders.
4. The Registrar & Transfer Agent shall process and print dividend/interest warrants, call notices, etc. to securityholders.
5. All reports including the distribution schedule, statements as mutually agreed between THE COMPANY and the Registrar & Transfer Agent shall be maintained upto date by the Registrar & Transfer Agent.

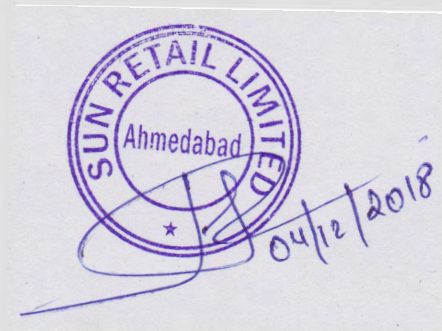
### III Output statements:

Following periodic statements will be provided, either by computer generation and manual checking, or only manually depending on the volume of work:

1. Transfer register
2. Report on shareholding pattern
3. Covering letters for dispatch of share certificates duly transferred /endorsed
4. Annual returns
5. Submission of quarterly, annual reports to the stock exchanges
6. Monthly/quarterly reports regarding transfer/transmission of shares
7. Report on Complaints received and attended.

**IV. Electronic mode: NSDL / CDSL operations:** The scope of work covers the following:

1. Maintenance of dematerialized scrips in the depository systems
2. Daily reconciliation of capital for each security type
3. Regular updating of the data downloaded from NSDL / CDSL on a periodic basis
4. Confirmation of the updations to NSDL / CDSL on daily basis
5. To confirm demat/rernat request as required under Law
6. To furnish the Company list of beneficiaries at agreed periodicity / on request. .
7. To discharge all other activities related to dematerialisation / rematerialisation of securities as per Depositories Act, 1996, and SEBI Regulations, 1993.
8. To adhere and comply with all the terms and conditions mentioned in the respective Tripartite agreements signed between the Company, the Transfer Agent and the Depositories, viz. NSDL & CDSL.





## **SCHEDULE-II**

Sr.	Nature of Activity	Fees Payable
01	Charges for carrying out physical R & T work (annual Folio/Beneficiary account maintenance charges) and depositories connectivity Fees	Rs.3000/- Per Month
02	Special Corporate Actions if any	On Mutually Agreed Terms Subjected to Minimum of 5,000.00 Per CA
03	ESOP	5000/-
04	Additional reports required will be processed & printed if any	On Mutually Agreed Terms and prior approval
05	Dividend Processing, Printing, Data File Preparation for Bankers, Printing of ECS intimations etc.	2.00 Per folio/client ID or 3,000.00 whichever is higher
06	Mailing List on plain paper	1.00 Per folio/client ID or 1,000.00 whichever is higher
	Mailing List on adhesive labels	
07	Special Benpos/Movement Register Charges (Free once in a week)	2000.00 Per Day/Per Benpos if taken
08	Sending NECS Intimation by email	1.00 Per email or 3,000.00 whichever is higher
09	Sending Annual Report/EGM notices by email	Without attachment Rs.1.00/- Per email
10	ROM upload towards e-voting	On Mutually Agreed Terms
11	Courier, postage and mailing charges etc.	Actual
12	Form 51NV -Dividend unclaimed data	Rs. 1500/- per Account
13	AGM/EGM Handling (Per Event)	On Mutually Agreed Terms and prior approval
14	Any other Service	On Mutually Agreed Terms and prior approval
15	Web Based Services - on line virtual registry and MIS tool for client, Mobile App (BOSS)	Currently Free

**\* GST or other Govt. Taxes extra as applicable**

**B.**

### **OUT OF POCKET EXPENSES**

All out of pocket expenses such as stamps, stationery, mailing charges, cost of envelopes, postage and telegram, outstation travelling, local conveyance, communication with the Company and/or its shareholders through telephone/telex/fax and other expenses incurred in connection with handling legal cases will be paid on actuals against supporting bills vouchers etc.

**C. STORAGE EXPENSES**

Storage charges will be payable as per mutually agreed terms.





**D. STATIONERY**

All pre-printed stationery such as stickers for allotment/call money endorsement, dividend warrants, pre-printed letters if any, will be supplied by the Company.

**E. PAYMENT TERMS/SPECIFIC (R&T) CONDITIONS**

1. Tax deductible, if any, on the fees component of the bills will be effected by the Company and tax deduction certificate will be issued within the stipulated period.
2. In the event of these services being withdrawn by The Company, expenses @ Rs.2/- per record (past and present) will also be payable for formatting, data capture and transfer except for cost of the tapes/floppies.
3. The Transfer Agent shall raise bills for services, stationery/consumables used by them for the Company every month. The Company will make payment against the bills within 15(Fifteen) days from the date of receipt of the bills by the Company. In case of any discrepancy in the Bills the Company shall inform the Transfer Agent within 5 (five) days from the receipt of Invoice. If no discrepancy is pointed within the stipulated time, it will be presumed that the bills are in order.
4. All data furnished by the Company to the Transfer Agent in connection with this Agreement shall be retained by the Transfer Agent until the expiry of this Agreement with the services provided herewith having been paid in full.

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