**To be executed on Rs. 600/- Franking value**

**ANNEXURE X**

**AGREEMENT BETWEEN THE SHARE TRANSFER AGENT**

**AND THE COMPANY**

THIS AGREEMENT MADE on --------------------------------- 2018 at Mumbai BETWEEN CDSL Ventures Limited (CVL)**,** a company registered under the Companies Act, 1956 and having its Registered Office at Marathon Furturex, ‘A’ Wing, 25th Floor, Mafatlal Mills Compound, N.M. Joshi Marg, Lower Parel (E), Mumbai 400013 (hereinafter referred to as “ Transfer Agent”)

AND

-------------------------- Limited, a company within the meaning of the Companies Act 1956, having its Registered office at: ------------------------------------------------------------, (hereinafter referred to as the “Company”)

CVL and XXXXXXXX Limited hereinafter may be referred to as Party individually and Parties collectively.

WHEREAS

1. The Company has around ------ (approx.) shareholders / beneficial holders and has to render services relating to Transfer, Transmission, Demat, Remat, Benpos Reporting, etc. in accordance with its Articles of Association.

2. The Transfer Agent is a SEBI registered Share Transfer Agent having Registration No. INR000004200 and 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 Regulation 9A (1) (b) of the [Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993](https://www.sebi.gov.in/legal/regulations/jun-2018/securities-and-exchange-board-of-india-registrars-to-an-issue-and-share-transfer-agents-regulations-1993-last-amended-on-may-30-2018-_39236.html) (“R&T Regulations”), 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 for rendering various services more fully, described in Schedule I of the agreement and the Transfer Agent accepts such appointment.

1. The Transfer Agent hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
2. The Company will ensure that all relevant records/reports/documents are handed over to Transfer Agent after its appointment. The responsibility of the Transfer Agent will commence on receipt of such relevant records/reports/documents. Transfer Agent will approve transfers and demat for cases where the signature record is not available on its best judgment basis. Transfer Agent will not be liable for any investor claim direct or indirect which may arise on account of such action of Transfer Agent.

4. The Company will inform shareholders by way of Press Notice / letters / other media about the appointment of Transfer Agent immediately on handing over the assignment/change in appointment of Transfer Agents.

5. The Transfer Agent declares and undertakes that:

a) It has obtained permanent certificate of Registration from SEBI and that the Certificate is valid from March 26, 2018.

b) It has not violated any of 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 investor 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 Stock Exchange Regulations.

e) In case of change in status/constitution that it will obtain permission from SEBI.

6. Transfer Agent hereby warrants about its capability including the infrastructure especially the computer hardware and requisite software i.e. share accounting packages to handle the assignment.

7 The Company hereby confirms and declares 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.

7. The Company hereby confirms and declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, Guidelines for disclosure and Investor Protection issued by SEBI, listing agreement of Stock Exchanges or SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2018 (“LODR”) and other relevant statutes pertaining or connected with Share Transfer Activities.

8. The Company and the Transfer Agent agree to their functions, duties and obligations in respect of each activity relevant to the share Transfer as specified in the Schedule-I hereto. However, the following activities shall form part of the Transfer Agent's functions and responsibility during the currency of this agreement.

i) Receipt of request for Transfer, Transmission, Endorsement as fully paid up, allotment/call money, split, consolidation, change of address, issue of duplicate certificates in lieu of misplaced/lost certificates.

 ii) Processing of requests for transfer, endorsement as fully paid up, receipt of allotment/call money and other correspondence received in connection with transfer activities.

 iii) After verification of transfer deeds, preparation of transfer proposals for approval of the transfer committee of the Company, endorsement on the certificates.

1. Dispatch of transferred certificates to the transferees within the mandatory period as laid down in the Companies Act / Listing Agreement or LODR.
2. Providing depository connectivity with NSDL/CDSL on continuous basis and providing the related reports based on the Beneficiary Positions received from the Depositories.
3. Processing of Demat and Remat requests and confirming the credit/issuing fresh certificates in lieu of electronic holdings.

9. The Transfer Agent will handle the Transfer work from its office/s at I 202, 2nd Floor, Deck Level, Tower No. 4, Above Belapur Railway Station, CBD Belapur, Navi Mumbai 400 614 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 above mentioned offices of the Transfer Agent have been declared to SEBI and approved by it for carrying on its activities.

11. 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 stated above in clause 9 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 the 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 of 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 reports 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. The Company is primarily responsible for the share transfer work assigned to Share Transfer Agent. The Transfer Agent 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 commence 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. The Company shall indemnify, defend and hold harmless to Share Transfer Agent from claims, loss, damage, expense (including reasonable attorney’s fees and court costs), or liability arising from frivolous, unwarranted data/information or otherwise which constitutes the work assigned to Share Transfer Agent effecting the share transfer activity inappropriate in the manner required by laws and statutes governing the same.

15. Any notice, communication or documents may be given by personal delivery, registered post, email 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 email 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 presents, a report thereof shall be made to SEBI within 7 days.

17. The Transfer Agent shall 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 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 cooperation for the Transfer Agent, complying with these Regulations.

18. 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.

19. 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 written

1. The charges included in Schedule II are for routine Transfer Agent work and it does not include charges for Bonus Issue, Right Issue, etc. The charges for the same will be determined when such occasion arises.
2. PAYMENT TERMS
	1. The Transfer Agent will raise service charges bill as per Schedule II, on monthly basis raised in the beginning of the month.
	2. Out of pocket expenses bill will be, raised on a monthly basis, at the end of each month.
	3. In case, any additional jobs other than type (i) and (ii) above requiring additional processing/ retrieving of old data are required to be carried out, the same will be charged extra on mutually agreed rates.

All bills raised are to be paid within 30 days of receipt of the Bill(s).

 The Transfer Agent shall have a lien on all documents, Data and Reports of the Company in its physical possession against dues receivable by it. On the termination of the Agreement for any reason and settlement of dues, if any, payable to the Transfer Agent, the Transfer Agent shall return all such documents, Data and Reports of the Company in its custody, to the Company.

1. The Company, if deemed necessary, shall take special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission, etc.

21. Should there be a major change in scope of work from that indicated above or in the event of complete collapse or dislocation of business in the financial market of our 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 contract. However, the Transfer Agent shall be liable for the activities done till termination of the contract.

22. The Company will provide all required Computer 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/LODR.

23. If the transactions covered under this Agreement are liable to any 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.

24. 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 transfer work.

25. The Transfer Agent shall maintain all necessary documents and records pertaining to Transfer activities by way of hard or soft copies including the following and if required may be stored on hard disks in computers wherever possible.

 a) Checklist, Inward register, transfer register, buyer/sellers register with net effect as on date of approval of transfer proposals, transfer deeds specimen signature cards / signature captured on signature scanner, dispatch register / postal journal, objection memos, mandates, Power of Attorney/Board Resolution, RBI Approval in case of NRI, Jumbo Transfer Deeds in case of FIIs, Register of Members, Annual Returns/Return of Allotment, Interest/Dividend Register.

 b) Correspondence with the Company, investors, SEBI, Stock Exchange and other statutes and other relevant documents pertaining to transfer activities.

 c) Records pertaining to investor complaints, Board Resolution passed by the Company authorising the Transfer Agent to endorse the certificates and other documents on behalf of the Company, if any.

 d) Data Storage devices like Hard disks containing all the data pertaining to share holders and related transfer activities.

 These records shall be maintained for a minimum period of 8 years as provided in Regulation 15 of the SEBI (Registrar to an Issue and Share Transfer Agent) Regulations, 1993 and the same should be made available for inspection as and when decided by Statutes including SEBI during the time they are in the possession of Transfer Agent.

26. Any disputes, difference or question which may arise at any time hereafter between the Transfer Agent and the Company touching the construction of this Agreement or arising out of or in respect of or in connection with this Agreement regarding the rights and liabilities of the parties hereto, shall be referred to arbitration by a sole arbitrator who will be appointed by the consent of the parties and failing agreement in that regard as to the sole arbitrator, the Company will nominate one arbitrator, the Share Transfer Agent will nominate one arbitrator and both the said arbitrators shall choose the third arbitrator being the presiding arbitrator to constitute a panel of arbitrators and the arbitration proceedings shall be subject to the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

The venue of arbitration shall be Mumbai as may be mutually agreed.

In respect of all other matters the jurisdiction to the exclusive Courts of Mumbai shall prevail.

27. **THIS AGREEMENT SHALL BE VALID UNLESS, TERMINATED BY EITHER PARTY BY GIVING TO THE OTHER PARTY 3 MONTHS NOTICE WITH OR WITHOUT ASSIGNING ANY REASON.**

28. This agreement is terminable on either side by giving three month written notice.

29. Subject to Clause 19, the Transfer Agent shall hand over all the records pertaining to the Company maintained by them in case the contract is not renewed for further period or foreclosed before the expiry of the contract period.

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

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Limited For CDSL Ventures Limited

Authorised Signatory Authorised Signatory

Witness Name : Witness Name:

Witness Signature: Witness Signature:

**SCHEDULE I**

I**. Specific Activities**

 **Physical Transfer Work**

a) Transfer Agent will receive and attend promptly correspondence received from shareholders/the Company/Stock Exchanges/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, transmission, 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.

2) The Company shall also maintain inward register 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 transfer requests / request for endorsement as fully paid up / other correspondence well in time under a covering letter to Transfer Agent. The receipt of above documents shall be acknowledged by Transfer Agents.

3) 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.

4) While scrutinising, transfer deeds, transfer agents shall verify date of presentation, transfers' particulars, certificates enclosed, transferors' signature with specimen signature record, verify the value of stamps, thumb impressions needs to be attested by Magistrate / Bank managers or notarized as the case may be and check whether all the columns including address of transferees provided in Transfer Deeds are duly filled up etc. Where there is even a minor variation in the signature, transferor will be intimated and the Transfer Agent will not process the transfer before the time specified in the notice to the transferor.

5) Transfer Agent shall generate number 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 after checking signatures and address..

1. After verification of valid transfers, Transfer Agent shall prepare transfer registers in duplicate and submit the transfer register well in advance to the transfer committee of the Company for approval including a summary report. Transfer Agent shall also submit other MIS statements pertaining to Transfers / transmission namely –
2. List of top 50 shareholders with respective percentage holdings
3. Statement of major acquisition of shares – 500 shares
4. Statement of issue of duplicate share certificates
5. Statement for splitting / consolidation of share certificates, if any:
6. Any other reports required by the client at extra cost.

7) 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 of securities within the stipulated time under the Companies Act/Listing Agreement.

8) After 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.

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

10) 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.

11) 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.

12) 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 share / debenture holders.

13) Transfer Agent may capture the signatures with the help of signature scanner and store in the computers or maintain signatures in manual forms as the case may be.

14) Transfer Agent shall maintain movement register to record the date of receipt of transfer requests / request for endorsement as fully paid up / other correspondence received directly from the Company. Similarly, transfer agents shall record the date of submission of transfer proposals to the share transfer committee of the Company for approval, date of receipt of the transfer proposal after approval, and date of despatch to transferee after endorsement, date of submission of certificates to the Company for endorsement and date of receipt of certificates after endorsement, wherever applicable and date of despatch to transferee.

1. **Depository Services :**
2. To comply with various provisions, rules and laws of CDSL and NSDL
3. To establish continuous electronic means of communication with CDSL and NSDL
4. To provide necessary manuals and procedural guidelines to the Company for effective and prompt conduct of business of the Depository.
5. To maintain adequate systems / procedures, means of communication, infrastructure, hardware, software, security devices and back up facilities as per the requirements of NSDL / Company.
6. To undertake dematerialisation and rematerialisation requests and to process the same.
7. To Stop dematerialisation when there is any prohibitory order, stop transfer, attachment order and disputed title on the day of such requests with in 15 and 30 days respectively.
8. To provide shareholding pattern (resident Indians, NRIs, Financial Institutions etc.) of the shares dematerialised.
9. To provide weekly MIS Report on shares Dematerialised / Rematerialised.
10. To be responsible for corporate actions.
11. , To maintain the folios in the Depository.
12. Updation of Data downloaded from CDSL/NSDL on periodical basis.
13. To maintain records / Data as prescribed by CDSL/NSDL ..
14. All other work connected with Electronic Transfer of shares.

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III. **General**

1. Attending to correspondence regarding change of address, consolidation / split of certificates, non-receipt of share certificates, dividend/interest warrants and other letters received from the Company/SEBI/Stock Exchange etc.

 2. Printing of new share certificates in lieu of mis-placed, 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 shareholders.

1. Transfer Agents shall process and print dividend warrants to shareholders.
2. Transfer Agent shall provide information on unpaid dividends to enable the Company to transfer the same to Investor Education and Protection Account.
3. Transfer Agent shall provide details of payment of dividend to shareholders to enable the company to file necessary returns with Income Tax Department.

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

8. Transfer Agents shall maintain Register of Members in Computer. It will be kept upto date by incorporating changes therein during the year.

9. Any other reports, statements as mutually agreed between the Company and the transfer agent.

**SCHEDULE II**

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