తెలంగాణ तेलंगाना TELANGANA

T 988204

S.No. 1608 Date:18-04-2019

Sold to:RAMESH

S/o.Late NARASING RAO

For Whom: JMK GEC REALTORS PRIVATE LIMITED

T.LALITHA
LICENSED STAMP VENDOR
LIC.No.16-09-074/2012,
R.No.16-09-024/2018,
Plot No.32, H.No.3-48-266,
Kakaguda, Karkhana,
Canmtt. Sec'bad. Ph:7842562342

AGREEMENT BETWEEN THE SHARE TRANSFER AGENT AND THE COMPANY

THIS MEMORANDUM OF UNDERSTANDING MADE ON 30/01/2023 AT HYDERABAD.

BETWEEN

CIL SECURITIES LIMITED, a company within the meaning of the Companies Act, 1956, and having its Registered Office at 214, RAGHAVA RATNA TOWERS, CHIRAG ALI LANE, ABIDS, HYDERABAD- 500 001 (hereinafter referred to as " Transfer Agent")

AND

M/s JMK GEC REALTORS PRIVATE LIMITED a company within the meaning of the Companies Act, 1956 and having its Registered Office at 5-2-223 GOKUL DISTILLERY ROAD SECUNDERABAD-500003, TELANGANA
(hereinafter referred to as the "Company").

WHEREAS

1. The Company has to render services relating to Share Transfer, Transmission, Duplicate/Split/Consolidation etc., in accordance with its articles of association.

2. The Transfer Agent is a SEBI registered Share Transfer Agent having **Permanent Registration No. INR000002276,** 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 rule 4(1) (b) of the SEBI (Registrar to an Issue and Share Transfer Agents) Rules, 1993, 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 hereby 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 the Transfer Agent after its appointment. The responsibility of the Transfer Agent will commence on receipt of records/reports/documents.

4. The Company will inform Shareholder/investors by way of notice/letters/other about the appointment of Transfer Agent, if any, One month before handing over the assignment/change in appointment of Transfer Agent.

5. The Transfer Agent declares and undertakes that :-

   (a) It has obtained **Permanent Certificate of Registration from SEBI as Category-I, Registrar to an Issue and Share Transfer Agents**. It shall also ensure that the certificate of registration shall remain in force by taking prompt steps for Permanency.

(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 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 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, SEBI guidelines and stock exchange regulations.

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

5A. The Company hereby confirms that it has satisfied its self 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.

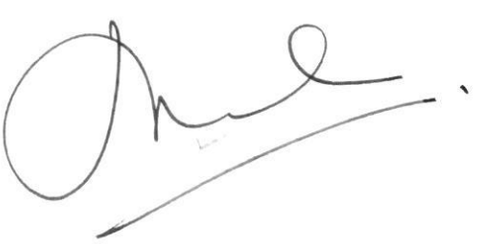
5B. The Company hereby declares that it has complied with or agree to comply with all statutory formalities under the Companies Act.

6. The Company and the Transfer Agent agree to their functions, duties and obligations in respect of each activity relevant to the share transfer. 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, transposition, dematerialisation, rematerialisation, 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, dematerialisation, rematerialisation 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.



(iv) Dispatch of transferred certificates/demat option letter to the transferees within the mandatory period as laid own in the Companies Act/ Listing agreement.

7. The Transfer Agent will handle the transfer work from its Registered office at 214, Raghava Ratna Towers, Chirag Ali Lane, Abids, Hyderabad-500 001, 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.

8. 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 7 and all finished tabulations, statement, unused stationary 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 company's cost to such address as may be specified.

9. 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 its other business in any manner whatsoever.

10. 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.

11. The 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.

12. The Company is primarily responsible for the work of share transfer work assigned to Transfer Agent. The Transfer Agent should execute the work efficiently and with due deligence 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 securities issued or other third party as a consequence of any failure or deficiency on the part of the Transfer Agent in performing, fulfilling

providing any of 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 Transfer Agent.

13. Any notice, communication or documents may be given by personal delivery, registered post, E-mail or by fax. The notices, communication or document shall be deemed to have been served upon the parties 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 E-mail upon transmission thereof. Provided that any notice, etc., given by E-mail or fax shall be confirmed in writing.

14. The Transfer Agent shall redress complaints of the investor within one month of receipt of the complaint during the currency of the agreement.

15. The Company agrees that formats of all reports, statements, share certificates and other documents shall be sumitted to the RTA time to time.

16. The company and the Transfer Agent agrees that the fees and charges payable to the transfer Agent shall be as under:

Maintenance of Data

Physical & Electronic Connectivity (RTA &NSDL) : Rs. 5,000 /- Per Annum
GST as may be applicable

The Postal charges, Telephone and Fax would be billed as per the actuals incurred by Transfer agent.

The Share certificates /refund orders / necessary blank stationery including signature cards would be supplied by the company or would be ordered on the basis of companies' requirement and would be billed separately.

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

19. Should there be major change in scope of work from that indicated above or in the event of complete or dislocation of business in the financial market of our company due to war, insurrection or any other serious sustained political or industrial disturbances 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.

20. The Company will provide at their cost all required stationery items, envelopes and postage expenses well in advance to enable Transfer Agent to process all transfer, 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 Agent 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 Sales 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.

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 issue work.

23. The Company and Transfer Agent shall maintain following documents and records pertaining to transfer activities by way of hard copies and if required may be stored by way of tape drives/in computers:

    (a) Check-list, inward register, transfer register, buyer/sellers register with new 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, interests/dividend register.

    (b) Records pertaining to investor complaints, Board resolution passed by the company authorizing the Transfer Agent to endorse the certificates and other documents on behalf of the Company.

These records shall be maintained for a minimum period of three years as provided in regulation 15 of the SEBI (Registrar to an Issue and Share Transfer Agents) Rules and Regulations, 1993 and the same should be made available for inspection as and when decided by statutes including SEBI.

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

25. In case of a dispute between Transfer Agent and the Company, a mutually agreed arbitrator would be appointed and his judgement will be final and binding on both the parties.

The Mutual Agreement entered shall continue to be in force until and unless revocation letter is issued for discontinuing the Registrars & Share Transfer Agents Services by both the parties as per prescribed Guidelines.

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

Signature of Company
For JMK GEC REALTORS PRIVATE LIMITED

Soham Satish Modi
Director

Signature of Transfer Agent
For CIL Securities Limited

K K Maheshwari
Managing Director

WITNESS:

1.Name & Address & Sign

Rishabh Arora
Khairatabad,
Hyderabad

WITNESS:

1.Name, Address & Sign

208.Raghava Ratna Towers
Chirag Ali Lane,Abids
HYDERABAD- 500001 (T.S)