



தமிழ்நாடு தமிழ்நாடு TAMILNADU

DN 320700

14 MAY 2024

BTS CONSULTANCY SERVICES PVT LTD

G. லலிதா

AGREEMENT BETWEEN

M/s. M. Ramadevi Enterprises Private Limited
AND
BTS Consultancy Services Private Limited

முத்திரைத்தாளி விற்பனையாளர்
உ.ம. எண்: 5930/ஆ.3/08-4/19.1
தெ.14/83,ஹரிசிரஞ்சண நாயடு
வரதராஜபுரம், அம்பத்தூர்.
சென்னை - 600 053.

THIS AGREEMENT made on the 14th Day of May 2024 between **M/s. M. Ramadevi Enterprises Private Limited**, a Company within the meaning of the Indian Companies Act and having its Registered Office at, S.NO. 220 / 3A-3B, MADHAVARAM-REDHILLS HIGH ROAD (NEAR VADAPERUMBakkam), MADHAVARAM CHENNAI T.N 600060 (hereafter referred to as '**THE COMPANY**') and **BTS CONSULTANCY SERVICES PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 1956 and having its Registered Office at F1, First Floor, No.17 (Old 15) Thirumurthy Street, T Nagar Chennai 600 017 (hereinafter referred to as the '**TRANSFER AGENT**').

WHEREAS:

1. THE COMPANY is an Unlisted Private Company. The Company has made an application to NSDL and CDSL for allocation of ISIN. It has to render services relating to transfer, transmission, change of address, etc. to its Shareholders in accordance with its Articles of Association.
2. The Transfer Agent is a Securities & Exchange Board of India (SEBI) registered Transfer Agent having Permanent Registration bearing no. **INR200004031** and the Company has approached the Transfer Agent to act as the Registrar & Transfer Agent (RTA) and the Transfer Agent has accepted the assignment.
3. In terms of rule 4(1) (b) of SEBI (Registrars to an Issue and Share Transfer Agent) 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 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:

For M. RAMADEVI ENTERPRISES PVT. LTD.

For BTS CONSULTANCY SERVICES PVT.LTD.

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K.R. Mani
Director

Authorised Signatory

1. THE COMPANY hereby appoints the Transfer Agent as 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 Transfer Agent after its appointment. The responsibility of the Transfer Agent will commence from 14th May 2024.
4. The Company will inform its Shareholders by way of press notice/other media/circular about its appointing **BTS CONSULTANCY SERVICES PRIVATE LIMITED** as Transfer Agent and/or changes, if any, after handing over the assignment.
5. The Transfer Agent declares and undertakes that:
 - a) It has obtained permanent Certificate of Registration from SEBI and shall also ensure that the Certificate of Registration shall remain in force by taking prompt steps for its validity.
 - 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 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, Companies Act, 2013, SEBI Guidelines and Stock Exchange Regulations.
 - e) In case of any change in its status/constitution it shall obtain permission from SEBI.
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 investors protection issued by SEBI, Listing Agreement of stock exchanges and other relevant statutes pertaining to transfer activities.
8. The Transfer Agents agrees to its functions, duties and obligations in respect of all RTA activities.
9. The Transfer Agent will handle the transfer work from its office at F1, First Floor, No.17 (Old 15) Thirumurthy Street, T. Nagar, Chennai 600 017.
10. All the input materials, that are 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, 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.
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 terms 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 Agents of the Company and whether concerning the business, property, contracts, method, transactions,

For M. RAMADEVI ENTERPRISES PVT. LTD.

*

K.R. Monil
Director

For BTS CONSULTANCY SERVICES PVT.LTD.

[Signature]

Authorised Signatory

dealings affairs or 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 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. Company is primarily responsible for the share transfer work assigned to 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 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. However, the Transfer Agent shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by it in good faith and unless such damages are caused by the negligence, willful misconduct, failure to act or recklessness of the Transfer Agent.
15. Any notice, communication or documents may be given by personal delivery, registered post, telex or by fax. The notice, communication or document shall be deemed to have been served upon the party to whom it is given if given by personal delivery; if given by post, on expiration of three days after the notice etc., shall have been delivered to the post office for onward despatch, if given by fax or telex, upon transmission thereof. Provided that any notice etc. given by telex or fax, shall be confirmed in writing.
16. The Company and Transfer Agent agree that in case of non-compliance of any of the covenants contained in these present a report thereof shall be made to SEBI / applicable authorities within 7 days.
17. The Transfer Agent shall redress complaints of the investors within 30 days of receipt of the complaint during the currency of the Agreement.
18. The Company agrees that formats of all reports, statements, shares or share certificates and other documents shall be in conformity with the standard designs approved by the prescribed authorities / stock exchanges.
19. The Company and the Transfer Agent agree that the fees and charges payable to the Transfer Agent shall be as specified in Schedule I hereunder written.
20. The company shall take special contingency insurance policy to cover risks arising out of fraud, forgery, errors of commission / omission etc.
21. Should there be major change in the 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 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 Transfer Committee, the funds for despatch shall be made available to the Transfer Agent to complete despatch of transferred certificates within the stipulated time as prescribed in Companies Act and Listing Agreement.

For M. RAMADEVI ENTERPRISES PVT. LTD.

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K.R. Monil
Director

For BTS CONSULTANCY SERVICES PVT.LTD.

[Signature]

Authorised Signatory

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 any reasonable 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.
25. The Transfer Agent shall maintain all 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. 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 should be made available for inspection as and when required by statutory authorities including SEBI.
26. Arbitration: If any dispute arises between the Company and the Transfer Agent, if not solved amicably, be referred to Arbitration in accordance with the Arbitration & Conciliation Act, 1996 subject to the jurisdiction of Chennai.
27. This Agreement is valid for a period of **Four years** and can be extended by mutual consent. Both the parties have the right to terminate the contract by giving two months' notice to the others.

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

SIGNED & DELIVERED by the within Named

M/s. M. Ramadevi Enterprises Private Limited

through its **Authorised Official, Shri K. R. Manikandan**

Signature: _____

in the presence of **Mrs. Sumathi M K**

For M. RAMADEVI ENTERPRISES PVT. LTD.

Signature: HK Sumathi _____

K.R. Manikandan
Director

SIGNED & DELIVERED by the within named

Transfer Agent M/s. BTS Consultancy Services Private Limited

For BTS CONSULTANCY SERVICES PVT.LTD.

through its **Authorised Official Shri S. Ramesh Babu - G.M. (Operations)**

Signature: _____

S. Ramesh Babu

Authorised Signatory

in the presence of **Mr. S. Sankar - G.M. (DP Operations)**

Signature: S. Sankar _____

SCHEDULE-I

A SCHEDULE OF FEES

Sl. No.	Particulars	Fees
1	Annual Folio Maintenance Charges	Rs.30,000/- p.a.
2	ISIN Service Charge-One Time Payment.	Rs.20,000/-

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 will be paid on actual against supporting bills vouchers etc. wherever possible.

C. PAYMENT TERMS/SPECIFIC (R&T) CONDITIONS

The Transfer Agent shall raise bills for services by it to the Company every Year in advance. The bills for out of pocket expenditure shall be raised on the Company once in a quarter, after incurring the expenditure with supporting. The Company will make payment against the bills within 15 days from the date of receipt of the bills by the Company.

Named (issuer)

M/s. M. Ramadevi Enterprises Private Limited

through its **Authorised Official, Shri K. R. Manikandan**

Signature: _____

in the presence of **Mrs. Sumathi M K**

Signature: M.K. Sumathi

For M. RAMADEVI ENTERPRISES PVT. LTD.

K.R. Manikandan
Director

SIGNED & DELIVERED by the within named

Transfer Agent BTS Consultancy Services Private Limited

through its **Authorised Official Shri S. Ramesh Babu - G.M. (Operations).**

Signature: _____

For BTS CONSULTANCY SERVICES PVT.LTD.

S. Ramesh Babu
Authorised Signatory

in the presence of **Mr. S Sankar - G. M. (DP Operations).**

Signature: S. Sankar