

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF RS.500/-)

**AGREEMENT BETWEEN THE REGISTRAR AND THE SHARE TRANSFER AGENT
AND THE COMPANY**

THIS AGREEMENT IS MADE ON THIS 2024, AT.....

BY AND BETWEEN

GOLDVISTAS INVESTOR SERVICES PRIVATE LIMITED, a Company registered under the Companies Act, 2013 and having its Registered Office at No.13, Ground Floor, 1st Main, Venkateshwara Layout, Attiguppe, Vijayanagar, Bangalore - 560040 (hereinafter referred to as "**Share Transfer Agent**").

AND

....., a COMPANY incorporated under the Companies Act, 1956/2013 and having its Registered Office at.....
..... (hereinafter referred to as "**COMPANY**").

WHEREAS :

The Share Transfer Agent is a SEBI registered Share Transfer Agent - Category II having a valid SEBI Registration No. INR000004228 and is will to take up the assignments as Share Transfer Agent.

THE COMPANY requires servicing its shareholders and has requested the Share Transfer Agent to perform the various services usually done by a Share Transfer Agent which the Share Transfer Agent has agreed to do so on the terms and conditions hereinafter appearing.

NOW, THEREFORE, the COMPANY and the Transfer Agent do hereby agree as follows:

1. The COMPANY hereby appoints the Share Transfer Agent as its Share Transfer Agent and the Share Transfer Agent accepts such appointment on the terms specified herein.
2. As on the date of execution of this agreement, the Company has number of shareholders and the paid up capital of the company is Rs.
3. The Share Transfer Agent hereby undertakes to perform and fulfill all such functions, duties and obligations as are required under the relevant provisions of law and as are specified hereinafter and the company will

ensure to handover to the Share Transfer agent all the records/documents and materials on receipt of which the responsibility of the Share Transfer Agent will commence.

4. The Share Transfer Agent undertakes to perform its duties diligently with highest standards of integrity and fairness and will complete all the formalities in time and as per law. The Share Transfer Agent shall act ethically 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 interests, interests of THE COMPANY and investors.
5. The Company confirms that it is satisfied with the capabilities and infrastructure especially the computer hardware and requisite software of the Transfer Agent to handle the assignment.
6. The Company hereby declares that it has complied with all the relevant statutory formalities pertaining to Share Transfer Activities and further agrees that it shall comply with any future statutory requirement, concerning the said activities.
7. The Share Transfer Agent will handle the Registry Work from its office at No.13, Ground Floor, 1st Main, Venkateshwara Layout, Attiguppe, Vijayanagar, Bangalore - 560040 and shall act as investor servicing center for investors of THE COMPANY.
8. The Share Transfer Agent's responsibilities under this Agreement will be restricted to the duties of agreed to herein and the Share Transfer Agent is not to be construed to be an agent of THE COMPANY in its other business activities, in any manner whatsoever.
9. The Share Transfer Agent shall not, during the terms of this Agreement or thereafter, either directly or indirectly divulge or make public any information whatsoever coming within its knowledge during or as a result of its appointment as the Share Transfer Agent of THE COMPANY and whether concerning the business, property contracts, method, transactions, dealings, affairs or members of the Company otherwise, save in accordance with the performance of its duties hereunder or as required by law.
10. The Share Transfer Agent shall perform all its duties in terms of this agreement with utmost care and efficiency but shall not be liable for any indirect or consequential omission/commission committed by it in good faith, without any negligence and due to factors beyond its control. Share Transfer Agent during the currency of this agreement shall not be liable for any act of fraud, theft, robbery, burglary and forgery, which might take place despite the aforesaid precautions.

11. While the Transfer Agent will perform its work efficiently and diligently, it shall keep the company indemnified from all suits, actions claims and demands from any person on account of willful misconduct on the part of the share transfer agent to fulfill its obligations under this agreement. However, the Share 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.
12. Notwithstanding any other provision in this Agreement, the overall liability of the Transfer Agent for any of its acts and deeds under this Agreement, for whatsoever reason, shall be limited to the extent of the transfer agency fees actually received for the transfer agency services rendered during the preceding six months from the date of the liability. In no circumstance will the overall liability of the Transfer Agent exceed the transfer agency fees actually received for the transfer agency services rendered during the preceding six months.
13. The Company and the Share Transfer Agent agree that the fees and charges payable to the Share Transfer Agent shall be as specified in Schedule-I annexed here to.

PAYMENT TERMS

1. Company shall pay the annual fee in advance against the bill to be raised by Share Transfer Agent and the same shall be settled by the Company within 15 days, from the date of receipt, failing which 18% interest rate shall be charged till the payment is made.
 2. Fees indicated in the Schedule-I are exclusive of applicable taxes, if any and the same shall be paid by the Company to the Share Transfer Agent.
 3. The billing period will start effective from the date of signing of this agreement.
14. The payment terms as enumerated in the preceding para and charges as specified in Schedule-I will be subject to enhancements as are agreed to between the parties after mutual discussion.
 15. In case of any dispute arising between the parties out of or in connection with this AGREEMENT, the same shall be referred for amicable settlement between both the parties and if the dispute does not get resolved with 15 days then it shall be referred to the sole arbitration of an arbitrator who may be appointed by the parties by mutual consent. The proceedings held by the arbitrator in making the award will be in accordance with the provisions of the Arbitration


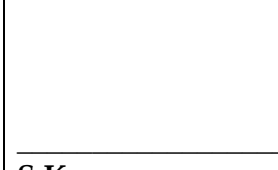
The Schedule of Fees submitted herewith is strictly confined to the scope of work.

SL. No.	Nature of Activity	Fee (Rs.)
1	Physical Master Creation, vetting and coordination with the Depository for ISIN allotment, connectivity with NSDL, per ISIN and per Depository – Onetime fee	
2	Annual Maintenance fee per ISIN up to 100 shareholders payable in advance	
3	Corporate action charges per Depository for fresh allotment of share certificates, preparation and filing of Corporate Action documents with NSDL as and when the activity is taken up	
4	Quarterly statement of List of Beneficiary Holders of the Company	FREE
5	Re-materialisation of shares	FREE

Any other work in addition to the above will be charged extra based on the needs and requirement of the Company.

OUT OF POCKET EXPENSES

All out of pocket expenses such as Easy read stationery, other stationery, postage and courier charges, telephone and communication expenses, travelling and conveyance expenses, legal expenses, labour charges and fax etc., will be charged on actual basis. Supporting bills, vouchers etc., will be provided wherever possible.

SIGNATURE OF COMPANY	SIGNATURE OF TRANSFER AGENT
For	For Goldvistas Investor Services Private Limited
 <hr/> Name: Designation	 <hr/> S Kannan Director