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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL97636481929418U  
Certificate Issued Date : 06-Oct-2022 01:02 PM  
Account Reference : IMPACC (CR)/ dl820710/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL82071074318375592066U  
Purchased by : ALANKIT ASSIGNMENTS LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : ALANKIT ASSIGNMENTS LIMITED  
Second Party : Not Applicable  
Stamp Duty Paid By : ALANKIT ASSIGNMENTS LIMITED  
Stamp Duty Amount(Rs.) : 50  
(Fifty only)



Please write or type below this line

AGREEMENT BETWEEN THE SHARE TRANSFER AGENT AND  
THE COMPANY

THIS MEMORANDUM OF UNDERSTANDING MADE ON 25/09/2024 at New Delhi between  
**ALANKIT ASSIGNMENTS LIMITED**, a company duly incorporated under the Companies Act,  
1956 and having its Registered Office at 205-208 Anarkali Complex, Jhandewalan Extension New  
Delhi - 110 055 (hereinafter referred to as "Transfer Agent")

AND



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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AND

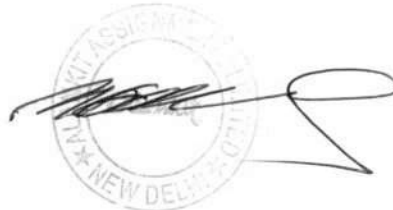
**Jubilant Agri and Consumer Products Limited** Company duly incorporated under the Companies Act, 1956 and having its registered office at Bhartiagram, Jyotiba Phule Nagar, Gajraula, Uttar Pradesh, India, 244223 (hereinafter referred to as the "Company/JACPL").

**WHEREAS**

1. The Company has at present around 20300 Shareholders including beneficiary holders of equity shares in Electronic mode and has to render services relating to transfer, transmission, etc. in accordance with its Article of Association.
2. The Transfer Agent is a SEBI registered Share Transfer Agent having registration No. **INR000002532** 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 issuer Company 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 fulfil such functions, duties and obligations and to provide such services as are mentioned herein.
3. Jubilant Industries Limited (JIL), previously listed on BSE Ltd. and National Stock Exchange of India Limited, the erstwhile holding company of JACPL, has been amalgamated with JACPL pursuant to the NCLT order dated 07/08/2024. Previously, the Transfer Agent also served as the Registrar and Share Transfer Agent of JIL, maintaining all records, reports, and documents. As all these records are already in possession of the Transfer Agent, there is no need to hand over any additional documents upon its appointment. The Transfer Agent already possesses all the necessary records, reports, and documents; hence, their responsibility as Transfer Agent will commence immediately upon the execution of this Agreement.
4. The Company will inform shareholders/debenture holders/Investors by way of Press notice/letters/other media about the appointment and change in 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 Certificate of Permanent Registration from SEBI and the certificate is valid from 16.05.2016. It shall also ensure that the certificate of registration shall remain in force by taking prompt steps for its renewal.

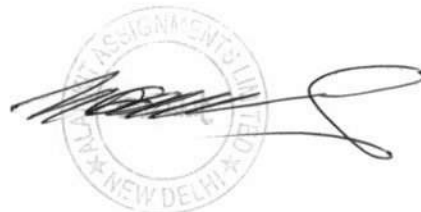


- b. It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred/suspended from carrying on its activities.
- c. It shall perform its duties with highest standards of integrity 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 is likely to be in conflict with its own interest, interests 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 Statues, SEBI guidelines and Stock Exchange regulations.
- e. In case of change in statues/constitution that it will 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 packages 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 disclosure and Investor Protection issued by SEBI, listing agreement of Stock Exchanges and other relevant statutes pertaining to Share Transfer activities.
8. The Company and the Transfer Agent agree to their respective 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, receipts 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 to the transferees within the mandatory period as laid down in the Companies Act/Listing Agreement.
9. The Transfer Agent will handle the transfer work from its office at 205-208, Anarkali Complex, Jhandewalan Extension, New Delhi - 110 055 and 4E/2, Alankit House, Jhandewalan Extension, New Delhi - 110 055 which has been declared to SEBI and approved 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 input materials that are to be supplied by the Company/agreed to be supplied by the Company will be delivered by the Company and 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

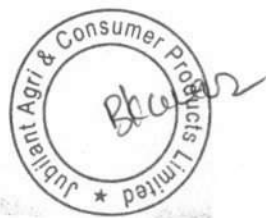


Company to the "Transfer Agents are to be delivered by the Transfer Agents at Company's cost to such address as may be specified.

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 any 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 work of 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 commence against the Company by any holder the securities issued or other third party as a consequence of any failure or deficiency on the part of the Transfer Agent in performing of fulfilling, providing any of the functions, duties, obligations and services hereunder, however the Transfer Agent shall not be liable for any direct 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, and 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 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 telex 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 by the other party.
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 this Regulation.



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 for handling the assignment shall be as specified in Schedule II hereby annexed. It has been agreed between both the parties that the fees and charges payable to the transfer agent shall increase only as per mutually agreed terms.
20. The Company shall take special contingency insurance policy to cover risk rising out of fraud, forgery, errors of commission/omission. etc.
21. Should there be 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 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.
23. If the transactions covered under this Agreement are liable to any sales tax 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 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 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.



- d. Magnetic Tapes containing all the data pertaining to shareholders and related transfer activities.
- e. 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 Agent) Rules and Regulations, 1993 and the same should be made available for inspection as and when decided by Statutes including SEBI.
26. Other conditions as mutually agreed between the Company and the Transfer Agent.
27. Dispute, if any, will be subject to the jurisdiction of an appropriate court of Law in Delhi.
28. This Agreement shall be valid from 01.10.2024 and will be deemed to have been renewed on an annual basis, until and unless cancelled / suspended / terminated by either party by giving a prior notice to the other party not less than one month before such cancellation / suspension / termination of this agreement.
29. The Company shall designate at all times a person/s with whom the Transfer Agent shall liaise for all requirements. The Transfer Agent shall also designate at all times person/s who shall initial & endorse the transfers/transmissions, and the list of such authorized person/s shall be submitted to the Company.
30. All the disputes and the differences that may arise while implementing the terms and conditions of this agreement shall be resolve amicably and expeditiously and if such attempts fail, the same shall be resolved as per the provisions under the Indian Arbitration and Conciliation Act, 1996.

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

By the within named **Jubilant Agri and Consumer Products Limited**

Name: Brijesh Kumar

Designation : Company Secretary and Compliance Officer

In the presence of : KHUSHAL SHARMA

  
Bkumar  
  


By the within named **ALANKIT ASSIGNMENTS LIMITED**

Through its Representative

Name: **HARISH CHANDRA AGRAWAL** :  
Designation : EXECUTIVE DIRECTOR

In the presence of : J K SINGLA


## SERVICE CHARGES FOR ACTING AS R&T AGENT IN PHYSICAL & ELECTRONIC MODE

Relating to Maintenance of master records and transfer work

Nature of Service	Rate
a. Maintenance of records towards, correspondence and effecting changes in name and address and maintenance of statutory registers.	Rs. 12000.00 Per month
b. Towards checking of transfer deed, dematerialisation request, rematerialisation request, issue of acknowledgement, checking of specimen signature- cards, allotment of new folios, handling transmission/ transposition cases and endorsement on share certificates.	
c. Providing electronic connectivity with NSDL and CDSL, dematerialisation and rematerialisation of shares, down load of weekly beneficiaries data and furnishing the same to Company	

Following additional services will be charged as and when utilised

### Dividend

Dividend-warrant processing/ printing and maintenance of dividend register	Per share holder	Rs 3.00
Mailing List		Rs. 0.10
Member Index		Rs. 0.20
Bank Reconciliation Charges	Per share holder	Rs.0.50
Godown Rent	Per Annum	Rs. 750
AGM/EGM charges for verification of Signature of demat shareholders.	Per meeting	Rs. 5000.00
Charges towards Special Benpos Data	Per date	Rs. 5000

Processing and printing of Member Index	Per share holder	Rs. 0.20
Processing and printing of Member Register	Per share holder	Rs. 1.00
Processing and printing of Index Register	Per share holder	Rs. 0.20
Processing and printing of Stickers with stationery	Per sticker	Rs. 0.70
Processing and over printing of Postal Ballot	Per postal ballot	Rs. 1.50
Processing and printing of Shareholding list	Per share holder	Rs. 0.25

Corporate action charges	Per corporate action	Rs.3.00 per record (subject to minimum of Rs. 3500.00 per corporate action)
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### AGM/EGM/E-voting



AGM Charges		As per Actual
Transportation/Conveyance will be charged as per actual		
Charges towards processing & uploading of data (E-Voting)	Per shareholder	Rs. 1.60
Charges towards Processing of Cut-off data (E-Voting)	Per shareholder	Rs.1.00
Charges towards download and processing of user id and password from NSDL	Per shareholder	Rs. 0.60
Charges towards Data Providing to Company	Per shareholder	RS. 0.15

Charges for any other activity not specified above shall be charged separately as per the requirement.

Any Government levy shall be charged extra as per actual.

Telephone, Fax, Printing & Stationary, Courier, CD, Book Binding, Godown charges, Postage and any other out of pocket expenses will be charged as per actual.

**For JUBILANT AGRI AND CONSUMER PRODUCTS LTD**

*Becua*  
(AUTHORISED SIGNATORY)



**For ALANKIT ASSIGNMENTS LTD**

*[Signature]*  
(AUTHORISED SIGNATORY)

