



SHAREX DYNAMIC (INDIA) PVT. LTD.

Sharex:SD:MKT:133:2018
23rd February, 2018



An ISO 9001 : 2008 Certified Company

To,

**THE GENERAL MANAGER
NATIONAL STOCK EXCHANGE OF INDIA LTD.,
NSE EMERGE (SME Platform of NSE),
Exchange Plaza, Plot No. C/1, G Block,
Bandra-Kurla Complex Bandra (East),
Mumbai - 400 051, Maharashtra.**

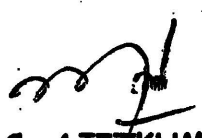
Dear Sir/Madam,

Sub: SKS TEXTILES LIMITED - NSE EMERGE - Symbol: SUREVIN
Memorandum of understanding between RTA and the Company to
be filed pursuant to Clause 47 (e) of the Listing Agreement.

We are enclosing for your reference a copy of the Memorandum of Understanding entered between M/s SHAREX DYNAMIC (INDIA) PVT. LTD. and M/s. SKS TEXTILES LIMITED. pursuant to Clause 47 (e) of the Listing Agreement.

Thanking you,

Yours faithfully,
For SHAREX DYNAMIC (INDIA) PVT. LTD.


K C. AJITKUMAR
Managing Director
Encl : as above



SEBI REG. NO.: INR000002102 . UNIQUE ID No.: 100001214

MEMORANDUM OF UNDERSTANDING

Between

M/S. SHAREX DYNAMIC (INDIA) PVT. LTD.

(REGISTRAR & SHARE TRANSFER AGENT)

And

M/S. S K S TEXTILES LIMITED

(Issuer Company)

SHAREX DYNAMIC (INDIA) PVT. LTD.
Unit-1, Luthra Ind. Premises,
Andheri Kurla Road, Safed Pool,
Andheri (E), Mumbai - 400 072.

मुद्रांक विक्रय घेणाऱ्याचे नाव _____

मुद्रांक विक्रय घेणाऱ्याचे रहिवाशी पत्ता _____

3 NOV 2017

मुद्रांक विक्रीचायमची नोंद वही क्रमांक _____

दिनांक _____

मुद्रांक विक्रय घेणाऱ्याची सही _____

परवानाधारक मुद्रांक विक्रीच्याची सही _____

परवाना क्रमांक : ८००००९०

मुद्रांक विक्रीचे ठिकाण/पत्ता: श्री. कल्पेश प्रमजी गाला

सीमला स्टेशनरी मार्ट, शॉप नं. ९, एसप्लेनेद मेन्शन,

एम. जी. रोड, सीटीसीविल कोर्ट जवळ, मुंबई - ४०० ०७२

शासकीय कायलियासमोर / ज्याच्या नावावर प्रमाणपत्र सादर करणेसाठी मुद्रांक

कागदाची आवश्यकता नाही. (शसिन आदेश दि. ०१/०७/२००४ नुसार)

ज्या कारण साठी ज्याची मुद्रांक खरेदी केला त्या त्याच कारणासाठी मुद्रांक खरेदी

केल्यापासून ६ महिन्यात सापरेगे बंधनकारक आहे

2. The Transfer Agent is a Private Limited Company and is a SEBI registered Registrars & Share Transfer Agent having Registration No. **INR000002102** and the Company has approached the Share Transfer Agent to act as Registrar and Share Transfer Agent and the Share Transfer Agent has accepted the said assignment.
3. The Company has around **713** shareholders as on **19.01.2018** and has to render services relating to transfer, transmission, etc. in accordance with articles of association and provisions of the Companies Act, 2013 and applicable statutes, rules, regulations, etc.
4. In terms of rule 4 (1) (b) of the SEBI (Registrars to an Issue and Share Transfer Agents) Rules, 1993, the Transfer Agents is required to enter into a valid agreement with the body corporate on whose behalf the Transfer Agent have to act as Share Transfer Agent and in pursuance of the same, the Company and the Transfer Agent 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 **M/s Sharex Dynamic (India) Pvt. Ltd** as the Transfer Agent for a period of **three** years from the 22 / 02 / 2018 to the 21 / 02 / 2021 upon the terms and conditions herein contained and **M/s Sharex Dynamic (India) Pvt. Ltd**, the Transfer Agent, accept such appointment. This agreement shall be valid for a period of three years beginning from 22 / 02 / 2018 , and will be deemed to have been renewed on an annual basis, unless, terminated by either party by giving to the other three month's notice without assigning any reason.
2. The Transfer Agent hereby under take to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
3. The Company will ensure that the required records/reports/documents required for their work are handed over to Transfer Agent after its appointment. The responsibility of the Transfer Agent will commence on 22 / 02 / 2018 or such other date as may be mutually agreed.
4. The Company will inform the shareholders / investors about the appointment / change in the Transfer Agent, after the agreement is entered into and one month before handing over the assignment and change in the appointment of Transfer Agency.
5. The Transfer Agent declare and undertake that :
 - a) It has obtained a permanent certificate of registration from SEBI and that the certificate is valid, from **29.10.2012**. Transfer Agent shall ensure that the certificate of registration shall remain in full force and effect, at all times, during the period of this agreement or extension thereof. If for any reason the registration is suspended by SEBI, the Transfer Agent shall inform the Company forthwith and ensure to get the renewal at the earliest.

- 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 and particularly activities contemplated under this Agreement.
 - c) It shall perform the duties as the Transfer Agent with the highest standards of integrity and fairness and shall act in an ethical manner in all their dealings with clients, investors, etc. and that they will not take up any activities which are likely to be in conflict with their own interests, or the interests of the Company and/or of the investors and/or contrary to the directions issued by SEBI.
 - d) It shall carry out its duties / responsibilities and shall complete all the formalities in respect therewith within the specified time limits as per the relevant statutes, Depositories Act, SEBI Rules, Guidelines and Stock Exchange Regulations, Code of Conduct, Rules and such Guidelines, circulars, etc. (statutory rules), as may be issued by the Statutory Authorities from time to time and at all times comply with the provisions of the said statutory rules.
 - e) In case of any change in their status/constitution, it will obtain the necessary permission from SEBI and/or other Statutory Authorities.
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. Company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act 2013 Guidelines for Issue of Capital and Disclosure Requirement issued by SEBI, listing agreements with Stock Exchanges and other relevant statutes pertaining to share transfer activities issued and as applicable from time to time.
 8. The Company and the Share 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.
 9. The transfer agent agrees to carry out / perform functions, duties and obligations relating to each activity relevant to the share transfer as specified in the annexure hereto. The following activities, inter-alia, shall form part of the Transfer Agent's functions and responsibilities during the currency of this agreement.
 - i. Receipt of requests for transfer, transmission, endorsement as fully paid – up, allotment / call money, splitting of certificates into marketable lots, consolidation of certificates / folios, change of address, issue of duplicate certificate in lieu of lost / misplaced 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. preparations of transfer proposals after verification of transfer deeds, for approval by the Share Transfer Committee of the Company,
 - iv. endorsement on the certificates and dispatch of the transferred certificates to the transferees within the mandatory period as laid down in the Companies Act / Listing Agreements with Stock Exchanges,
10. The Company and the Transfer Agent agree to execute tripartite agreements with National Securities Depository Limited (NSDL) and Central Depository Services (India) Ltd. (CDSL) respectively, in respect of the Company's Equity Shares which are held in the dematerialised form as "Eligible Securities" in the depository system of NSDL and CDSL and agree to abide by the terms and conditions contained in the proposed tripartite agreements.
 11. The Transfer Agent shall duly process all the requests for dematerialisation (received in DRF signed by the shareholders and forwarded by Depository Participants) in accordance / compliance with the Statutory/ regulatory provisions and tripartite Agreements with the two Depositories.
 12. The Transfer Agent will handle the transfer work from its office at Unit no.1, Luthra Ind. Premises, Safed Pool, Andheri Kurla Road, Andheri (East), Mumbai - 400072. Maharashtra which address has been declared to SEBI and approved by it for carrying on its activities and the same shall be printed in all relevant stationery pertaining to the said transfers, communications etc and other correspondences.
 13. 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 registered office address of the Transfer Agent 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 Company's cost to such address as may be specified.
 14. 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 agents of the Company in any other business in any manner whatsoever.
 15. The Transfer Agent shall not, during the term of this agreement or thereafter, either directly or indirectly, for any reason whatsoever, divulge, disclose to any third party or make public any information whatsoever which may come to their knowledge during or as a result of their appointment as the Transfer Agent of the Company and whether concerning the business, property, contracts, methods, transactions, dealings, affairs or



shareholders of the Company or otherwise, save to the extent in accordance with the performance of their duties hereunder or as required by law.

16. The Transfer Agent shall perform the duties assigned to them in terms of this agreement with utmost care and efficiency. The Transfer Agent shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by them. However, the outputs produced by **M/s. Sharex Dynamic (India) Pvt. Ltd.** will entirely depend on integrity / accuracy / authenticity of the electronic data provided by the Depositories.
17. The Company is primarily responsible for the share transfer work assigned to the Transfer Agent. The Transfer Agent shall execute the work efficiently and with due diligence and care. However, **M/s. Sharex Dynamic (India) Pvt. Ltd.** will not be liable for any errors or loss of data occurring by reasons of circumstances beyond **M/s. Sharex Dynamic (India) Pvt. Ltd.** control, including acts of civil or military authority/ies, national emergencies, labour difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, failure of the systems, transportation, communication or power supply.
18. This Contract is on Principal to Agent basis and hence all Forum / Court and Legal cases if any will have to be represented by the COMPANY. The relationship is acknowledged and restricted to that of an agency providing certain contracted services to COMPANY. COMPANY therefore agrees to indemnify **M/s. Sharex Dynamic (India) Pvt. Ltd.** from any third party action/s and/or prosecution/s and/or penalisation attributable to failure / non action on the part of the COMPANY in giving the necessary decisions at the appropriate time/s.
19. **M/s. Sharex Dynamic (India) Pvt. Ltd.**'s aggregate liability under this agreement in any circumstances will not exceed one month's service charges received by **M/s. Sharex Dynamic (India) Pvt. Ltd.** from the Company in the month preceding to the month in which the incidence takes place giving rise to such a claim excluding the amount received from the Insurance Company against the said claim (if any), under special contingency policy taken by **M/s. Sharex Dynamic (India) Pvt. Ltd.** Notice of such claim, if any, must be delivered in writing to **M/s. Sharex Dynamic (India) Pvt. Ltd.** within 30 days from the date of first noticing the incident giving rise to such claim or be forever barred.
20. Any notice, communication or documents may be given by personal delivery, registered post 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. is delivered to the post office for onward dispatch, if given by fax upon transmission/delivery thereof. Provided that any notice, etc. given by telex or fax, shall be confirmed in writing.



21. The Transfer Agent and the Company agree that in case of non-compliance of any of the covenants contained in these presents a report shall be made to the SEBI within 7 days from such non-compliance.
22. The Transfer Agent shall redress complaints of the investors within 15 days of receipt of the complaint during the currency of the agreement or such shorter period as may be statutorily required and to maintain the records under the SEBI (Registrars to an Issue and Share Transfer Agent) Regulations, 1993 (Regulations) and the Company shall do all such things and extend necessary co-operation for the Transfer Agent to comply with the said Regulation.
23. The Company agrees that formats of all reports, statements, shares or other securities certificates and other documents shall be in conformity with the standard designs/formats approved by the Stock Exchanges.
24. The Transfer Agent shall, if requested by the Company, undertake to carry out other assignment other than to issue to the shareholders of the Company, notices of General Meeting, Circulars for Right Issue, Rights Offer, Bonus Share Issue, if any, of the Company, carry out any other work and for such additional services the Company shall pay to the Transfer Agent such additional fees as may be agreed upon mutually.
25. The Company and the Transfer Agent agree that the fees and charges payable to the Transfer Agent shall be as specified in Annexure I to this agreement. The Company shall, as and when requested by the Transfer Agent depending on the need, pay to it in advance such sums for meeting expenses in connection with mailing of notices, circulars, dividend warrants and other documents or writings whatsoever. Whenever any amount is paid in advance proper bills / vouchers / proof (as regards expenses incurred) should be produced for verification to the Company within 15 days from the date of making advance payment.
26. The Company shall take suitable and adequate insurance cover from a reputed Insurance Company.
27. Should there be any major change in the scope of work from what is 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 re-negotiate the contract by giving 6 months notice. However, the Transfer Agent shall be liable for the activities done till termination of the contract.
28. The Company will provide all required stationery items, envelopes and postage expenses well in advance to enable the Transfer Agent to process all transfers, transposition, transmission and other Share transfer related activities.



29. The **Transfer Agent** shall maintain documents and records pertaining to the register of share holders and transfer activities by way of hard copies and if required may be stored by way of tape drives, CDs, etc. in computers.
30. The Transfer Agent shall, store all the papers, documents and other records of the Company and upon receipt of a notice from the Company allow the authorised officers, lawyers, Company Secretaries in practice and other representatives of the Company, at all reasonable times, to have access to such papers, documents and records for the purpose of inspecting reporting, auditing and checking the same as and when required by the Company or other authorities. The documents will be stored by RTA for the period of 3 years, subsequent to which these documents will be sent to Issuer's Godown.
- a. **Transfer / transmission / duplicate etc. Registers – hard copy**
 - b. **Transfer deeds / transmission applications / duplicate documents etc.**
 - c. **Postal Bulks.....etc.**
 - d. **Correspondence**
 - e. **Magnetic tapes.....**
31. The Transfer Agent shall periodically update the computerised records maintained by them relating to the work entrusted to them including the set of records maintained by the Company once a week and ensure to keep back-up of all datas of the Company and available at all times.
32. For the purpose of effectively carrying out the objects and purposes of this Agreement, the Transfer Agent shall permit duly authorised officers, lawyers, Company Secretaries in practice and other representatives of the Company / Agencies or Firms specially authorised by the Company to have access, upon notice at all reasonable times, to all relevant papers, documents, records and writings in the custody, possession or control of the Transfer Agent. The Transfer Agent shall not divulge or disclose to other clients, press or any other party or authority any confidential information about the Company which may have come to their knowledge.
33. At any time during the continuance of this Agreement, the Transfer Agent may call upon the Company to remove, at its cost, such of the papers, documents and other records of the Company, which the parties hereto mutually consider are not required to be continuously kept with the Transfer Agent and the Company shall within a reasonable time after receipt of such request, remove such papers, documents and records. The Transfer Agent shall maintain proper records of the stationery, security forms etc. entrusted to them by the Company, as well as expenditure incurred by them on behalf of the Company and make these records available for verification as and when required by the Company. The Company reserves the right to remove any or all records pertaining to the Company at any stage, after the retaining period of 3 years.



34. Any party to this agreement shall have a right to terminate this Agreement (before the expiry of the term of the agreement) by giving not less than 3 months prior notice in writing in that behalf to the other party.
35. Upon the expiry or earlier termination or determination of this Agreement, the Transfer Agent shall subject to receipt of amounts due under this contract, forthwith at the request of the Company or as directed by the Company return all papers, documents and other records including computer programmes, related documentation, master and transaction data files in machine readable formats, articles and effects whatsoever of the Company without retaining any of them or making any copies thereof or extract there from and the Transfer Agent shall co-operate with the Company for transfer of all the data, records and other documents etc., as mentioned above to the Company or any agent of the Company, as may be requested by the Company.
36. Any dispute or difference of any kind whatsoever which arises between the parties hereto arising out of or in connection with this Agreement shall be handled by appointing an arbitrator each, by the Company and the Share Transfer Agents and these two arbitrators will appoint a third arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as modified from time to time and rules framed there under. The Arbitration shall be held <in the mutually agreed location> and all arbitration proceedings shall be conducted in English.
37. Any Notice or other communication required to be given or served by either party hereto on the other in respect of this Agreement or in connection with the services to be rendered by the Transfer Agent, shall be given in writing to the other and shall be deemed to have been duly served, if personally left or delivered to or sent by pre-paid registered mail at the following address.
38. The Company and Transfer Agent hereby irrevocably agrees that the Courts in Mumbai shall have the jurisdiction to hear and determine any legal proceedings, and to settle any dispute which may arise out of or in connection with this Agreement and for such purpose irrevocably submits to the exclusive jurisdiction of the Courts in Mumbai.
39. The Transfer Agent shall provide to the Company and its officers weekly reports and updates viz., Website and such other reports as may be reasonably required by the Company through e-mail.
40. The Transfer Agent shall provide the facility of 'on-line' web full access and download of standard reports, benpos, query and other information to Company's officers at Company's designated addresses.



41. This agreement shall be executed in original, original to be retained by the Transfer Agent and the copy by the Company.

In witness whereof the parties hereunto have executed this Agreement on the day and year first hereinabove written.

For SKS TEXTILES LIMITED <i>[Signature]</i> Director	For SHAREX DYNAMIC (INDIA) PVT. LTD. <i>[Signature]</i> Mr. B. S. BALIGA DIRECTOR
STAMP AND SIGNATURE OF THE COMPANY Name: : <u>VICKY SUKANRAJ SHAH</u> Designation : <u>MANAGING DIRECTOR</u>	STAMP AND SIGNATURE OF THE COMPANY Name : B.S.BALIGA Designation : DIRECTOR
M/S. SKS TEXTILES LIMITED GALA NO. 431, KEWAL INDUSTRIAL ESTATE, 4TH FLOOR, SENAPATI BAPAT MARG, LOWER PAREL (WEST), MUMBAI - 400013.	M/S.SHAREX DYNAMIC (INDIA) PVT.LTD. UNIT NO.1 LUTHRA INDL. PRIMISES, SAFED POOL, ANDHERI-KURLA ROAD, ANDHERI (E), MUMBAI 400072.

ANNEXURE - I

WORK CONNECTED WITH MAINTENANCE OF REGISTER OF SHAREHOLDERS AND EFFECTING OF VARIOUS SERVICES RELATED TO SHARE/BOND TRANSFERS, TRANSMISSION ETC. AND ADHERING STATUTORY / OTHER GUIDELINES TO BE FOLLOWED BY THE TRANSFER AGENT THERE FOR

1. Inward of Mails.

All the mails, documents & non documents shall be stamped with the date stamp and allotted an inward no. Each and every mail shall be recorded by an inward method, may be through manual recording or system recording. Source of receipt shall be identified in the Inward record. Received mails shall be segregated subject wise, by allocating appropriate subject codes related to Transfers, Transmissions, Deletion of Name, Duplicate certificate / warrant related, Demat, Remat, complaints from DPs / related to depository activities, Change of address, contact details or any other correspondence etc.

2. Processing of Transfers / Transmission / Deletion of Name / Transposition etc.

- 2.1 The Transfer Agent shall maintain an inward register to record the date of receipt of documents. The Company shall hand over all requests, received at their end, well in time, under a forwarding letter to the Transfer Agent, under acknowledgment. The handing over should not exceed a time limit of 36hrs. from the receipt date.
- 2.2 The Transfer Agent shall process the requests, with due scrutinisation of the documents, as per the guidelines of the Statutory Authorities & Company.
- 2.3 Data shall be created with due document verification, signature verification and validation.
- 2.4 Due care shall be taken to verify the transferors' signature with that of the recorded specimen signature. Thumb impression, as signatures shall be verified taking care to ensure that the same are attested by the relevant authorities like Bank Manager / Magistrate / Notary.
- 2.5 Check shall be maintained for the availability of Address of the transferee, PAN details and any other relevant documents from the transferor / transferee.
- 2.6 The Transfer Agent shall return the transfer deed, under objection, to the lodgers and advising them the reason for objection and rectification of the same, within the Statutory specified time frame.



- 2.7 The Transfer Agent shall ensure that the provisions of all applicable laws, rules, regulations, guidelines, etc including General Regulations and the guidelines on "good or bad delivery of documents" issued by Ministry of Finance/SEBI/Stock Exchanges, as are applicable to the Transfer Agent and listed companies, are duly complied with.
- 2.8 The Transfer Agent shall, in the event of difference or variation in the signature of the transferor(s) in the transfer deed with the specimen signature in the records, comply with the statutory guidelines on attestation of the signature. Further, Transfer Agent will return or retain the transfer documents on the merits of the case as per the "good or bad delivery norms" of SEBI and proper records shall be maintained.
- 2.9 In respect of the shares in electronic form, held by shareholders in National Securities Depository Limited (NSDL) & Central Depository Services (India) Ltd.(CDSL), the list of beneficial owners furnished by NSDL and CDSL should be combined with the list of other (physical) shareholders while arriving at the total number of shares. The changes in the holding of beneficial owners provided by NSDL / CDSL, which represents the transfers taking place in the depository should be submitted to the Company.
- 2.10 Optional - (After verification of valid transfers, the Transfer Agent shall prepare transfer registers in duplicate and submit the transfer register well in advance to the Share Transfer Committee of the Company for approval. The transfer registers shall be prepared in such a way that there are separate registers representing the transactions between non-residents and residents. The transfer registers shall be furnished under four categories: Sale by non-residents to non-residents; Sale by non-residents to residents; Sale by residents to other residents and Sale by residents to non-residents.)
- 2.11 The Share Transfer Committee in the Company will meet generally once in 10 days, more frequently if necessary, and in any case not less than once in 10 days. This will enable the Transfer Agent to complete the transfer of securities within the stipulated time under the Listing Agreements with Stock Exchanges.
- 2.12 After receipt of approval of transfer proposals by the Share Transfer Committee, the Transfer Agent shall endorse, on the back of the certificate, with relevant fields, authenticating the transfer of shares in the name of transferees.
- 2.13 For endorsement of share certificates, the Company has authorised the Transfer Agents, approving the list of officials as provided by the transfer Agents.
- OR
- The Company has agreed to authenticate the endorsement with the stamp and signature of the authorised official of the Company.
- 2.14 Transfer Agent shall ensure that the authentication is done by the authorised signatory.



- 2.15 The Transfer Agent shall despatch the transferred share certificates under a covering letter. The Transfer Agent shall maintain postal journal / despatch register for the despatch of the transferred certificates and the entries in the postal journal / despatch register shall bear the Office seal of the of the post office through which the despatch has been made and the date of despatch. The documents shall indicate the date of despatch and the name of the post office through which the despatch has been made. In case of hand delivery, to the investor / to the representative of the investor, the Transfer Agent shall ensure that proper authority letters are obtained before handing over the endorsed share certificates.
- 2.16 The Transfer Agent shall preserve all the transfer deeds in safe custody, take steps to cancel the transfer stamps affixed on the back of transfer deeds and also cancel all blank transfer deeds signed by transferors but not used for effecting transfer.
- 2.17 The Transfer Agent shall enter the transfer details of the transfer on both seller side and buyer side in the Register of Members and allot new folios in case of new share/bond holders.
- 2.18 The Transfer Agent shall maintain movement register to record the date of receipt of transfer requests & other correspondence received directly from the company. Similarly, the Transfer Agent shall record the date of submission of transfer proposals to the Share Transfer Committee of the Company for approval, date of receipt of approval and the date of despatch of duly endorsed certificates to the transferee.

3. Maintenance of Specimen Signatures

The Transfer Agent should have a procedure for capturing the specimen signatures of the share holders into the computer system for scanning & recording and retrieval for verification of signatures in transfer deeds / documents or any other purpose.

The Specimen signatures of

- Allottee investors in the application form for equity shares.
- Transferee (s) in the transfer deed(s)
- Fresh Specimen signatures of share holders duly verified by competent authorities wherever the investors advise of a change in signatures;
- Specimen signatures of legal heir(s) /claimants in respect of transmission cases as from the documents obtained therefore.
- Specimen signatures of authorised signatories in respect of corporate share holders shall be maintained as stated above.



4. Maintenance of folios (R&T service)

Maintenance of Register of share holders. The register shall be kept up-to-date incorporating changes therein and having an alphabetical index thereof. Information as at the beginning of the year and on dates when there are changes shall be made available to the Company whenever needed. The Transfer Agent shall maintain the Register of Members as per the format specified by the Companies Act and any rules, regulations, guidelines, etc. as may be applicable. ROM shall be maintained in the electronic form, for an annual fee, as agreed upon and shall be provided to the Company, as and when required.

5. Maintenance of other registers

The Transfer Agent shall maintain the documents, physically or in electronic media, as per the convenient mode of maintenance, in respect of the following:

- a. Legal Representations
- b. Death Certificates
- c. Income-Tax Exemption Certificates/15AA Forms/Statutory representation
- d. Dividend/Interest Mandates
- e. Proxy Instruments and Attendance slips
- f. Power of Attorney extracts
- g. Prohibitory Orders
- h. Dividend Outstanding Registers
- i. Share Certificates, Dividend warrants returned undelivered by Postal Authorities
- j. Non-Resident/Foreign national particulars
- k. Case-wise details of the Court/ Consumer forums cases filed against the Company or the Transfer Agent and the details of the claim and the shares involved therein.

6. Submission of statements/returns

- 6.1 The Transfer Agent shall compile and forward periodical statistical information regarding shareholding patterns as required by the Company.
- 6.2 The Transfer Agent shall submit the necessary data/information to the Company in the format as required by the Company to enable them to file the various Returns under Income Tax Act relating to payment of dividend etc.



- 6.3 The Transfer Agent shall also submit the following statements/data whenever required by the Company.
- Distribution Schedule indicating the holdings of shareholders at periodicity and in the manner asked for by the Company.
 - Submission of the register of share/bond holders in cartridges or hard copy as and when asked for by the Company.
 - Supply of any other reports, statements as may be reasonably requested by the Company-.
- 6.4 Monthly status of investor grievances received and disposed of and reason for grievances which have not been attended to.
7. **Issue of certificates (duplicate certificates, consolidation, split etc.)**
- 7.1 The Transfer Agent shall inform the Company of all the cases of certificates reported to be lost, destroyed etc. in order to issue adequate notice in newspapers. They shall be completion of all formalities laid down by the Company prior to and after issuing duplicate certificates in lieu of certificates reported to be lost, destroyed etc. including the necessary indemnity papers from share holders in the form as specified by the Company. They shall obtain the approval of the Company in the above cases before issue of the duplicate certificates.
- 7.2 The Transfer Agent shall issue new certificates against requests for consolidation or split as per the procedure and applicable laws, regulations, guidelines, etc. as per the Listing Agreement.
- 7.3 They shall keep proper records in respect of all duplicate share certificates issued and shall submit the data to the Company periodically including information in respect of shareholders requesting for issue of duplicate certificates as and when required by the Company.
8. **Dividend/Interest Payments**
- 8.1 The Transfer Agent shall process and release dividend / interest payments, electronically / through warrants.
- 8.2 The processing includes:
- Preparation of summary of balance indicating number of shares against each folio on record date for payment of dividend,
 - Preparation of Dividend statement and tax summary,
 - Bifurcation of dividend file for electronic mode of payment & warrant printing.



- d. Preparation of returns for foreign currency drafts.

9. Work relating to Annual Reports

- 9.1 The Transfer Agent, when requested by the Company shall furnish name and address slips in respect of all the shareholders of the Company, for dispatch of Annual Reports.

10. AGM / EGM related support

- 10.1 Updation of all records after document processing, service request updation etc., as on the record date.
- 10.2 Providing investor data to NSDL / CDSL for sending Email intimation.
- 10.3 Providing necessary information / data / assistance to NSDL / CDSL.
- 10.4 On venue support to the Company for conducting the AGM / EGM.
- 10.5 Compilation of the votes and report generations, as per the requirement.

11. Back-ups

- 11.1 Daily back up shall be maintained by the share registrar in a different location.
- 11.2 The Transfer Agent shall store the backups of share register in a fire proof safe / cabinet. The backup media will be stored in a separate locked box within the safe and access to be allowed only to the designated official of the Transfer Agent. The Transfer Agent shall maintain records of the backup media in a manual register kept at the location.
- 11.3 Once in 15 days, the back up shall be sent to different location of the Transfer Agent's Company.
- 11.4 The EDP Manager at the Transfer Agent will ensure the correctness of the backup.

12. Correspondence

- 12.1 The Transfer Agent will receive and promptly attend to the correspondence received from shareholders / company / stock exchanges / SEBI / other bodies. The correspondence shall be segregated, under separate subject codes.
- 12.2 Transfer Agent will handle all correspondence received from SEBI / Stock Exchanges / Other Govt. bodies and prepare a statement of their responses giving cross references to their letters and giving proper status and advice to such investors.
- 12.3 Investors complaint / queries should be handled within the stipulated time period, as per statutory requirement.



13. Records

The Transfer Agent shall maintain all manual/computer records and ensure proper housekeeping of all documents/instruments/papers received from share holders.

The records should be maintained for a period of 3 years. Shredding of the records can be done, taking approval from the Company and in the presence of the representative from the Company.

14. Assistance to auditors/Company's officers/authorised representatives

The Transfer Agent shall provide all the necessary assistance to the Company's auditors including external auditors appointed by the Company, Company's officers/authorised representatives. It shall provide assistance in share transfer/share capital/secretarial audit whenever conducted by or on behalf of the Company. It shall also extend cooperation and make available all records and information at their office to the officers/authorised representatives of the Company in carrying out verification/concurrent audit functions of the working of the Transfer Agent for the Company.

15. Compliances

The Transfer Agent shall ensure that all provisions of Companies Act, SEBI guidelines / Regulations, Rules, Acts, provisions in the listing agreement with stock exchanges and instructions/directives of Reserve Bank of India/Government of India are complied with while performing their duties as the Transfer Agent of the Company.

16. Handling of any other Issues :

Rights Issues, Bonus issues, ESPS, Stock split, mergers, demergers, buy back, etc. are handled as and when the issue is announced by the Company, and as per the agreed terms and conditions, including payment.

17. Shares held in electronic form

The Transfer Agent agrees to execute a tripartite agreement along with the Company- and NSDL / CDSL respectively and shall comply with the provisions in the proposed agreement. They shall take particular care in complying with requests for dematerialisation / rematerialisation of shares received through NSDL/CDSL and also ensuring the integrity of the data captured from NSDL/CDSL in respect of the holdings of the beneficial owners and changes, if any, in such holdings between successive dates of furnishing of information by NSDL/CDSL. The Transfer Agent shall initiate all corporate actions as may be required by the Company from time to time.



18. **Miscellaneous**

The Transfer Agent shall promptly attend the requests for change of address, status changes, name corrections, mandates, updation of pin codes etc. after ensuring that the signature of the investor on its record matches with the signature on the respective letters of requests received from the investors.

For SKS TEXTILES LIMITED <i>V. S. S. S. S.</i> Director	For SHAREX DYNAMIC (INDIA) PVT. LTD. <i>B. S. Baliga</i> Mr. B. S. BALIGA DIRECTOR
STAMP AND SIGNATURE OF THE COMPANY Name: : <u>VICKY SUKANRAI SHAH</u> Designation : <u>MANAGING DIRECTOR</u>	STAMP AND SIGNATURE OF THE COMPANY Name : B.S.BALIGA Designation : DIRECTOR
M/S. SKS TEXTILES LIMITED GALA NO. 431, KEWAL INDUSTRIAL ESTATE, 4TH FLOOR, SENAPATI BAPAT MARG, LOWER PAREL (WEST), MUMBAI - 400013.	M/S. SHAREX DYNAMIC (INDIA) PVT. LTD. UNIT NO.1 LUTHRA INDL. PRIMISES, SAFED POOL, ANDHERI-KURLA ROAD, ANDHERI (E), MUMBAI 400072.

CERTIFIED TRUE COPY
For SHAREX DYNAMIC (INDIA) PVT. LTD.

K. C. A. J. K. U. M. A. R.

K. C. AJITHKUMAR
MANAGING DIRECTOR