JAYANT AGRO-ORGANICS LIMITED

MANUFACTURERS & EXPORTERS OF CASTOR OIL & ITS PRODUCTS
CIN No. L24100MH1992PLC066691

REGD. OFFICE ◻ 701, TOWER 'A' PENINSULA BUSINESS PARK, SENAPATI BAPAT MARG, LOWER PAREL (W), MUMBAI - 400 013. INDIA.
TEL. : +91 22 4027 1300 • FAX : +91 22 4027 1399 • Email : info@jayantagro.com • Website : www.jayantagro.com
FACTORY UNIT 1 ◻ PLOT NO. 602, BEHIND G.A.C.L., P. O. PETROCHEMICALS, DIST. BARODA - 391 346. GUJARAT. INDIA.
FACTORY UNIT 2 ◻ PLOT NO. 624, 627, BEHIND G.A.C.L., P. O. PETROCHEMICALS, DIST. BARODA - 391 346. GUJRAT. INDIA.
TEL. : (0265) 223 2112, 223 0350, 223 1552, 223 0683 • FAX : (0265) 223 0958

Corporate Relations Department
BSE Limited,
1st Floor, New Trading Wing
Rotunda Building, P J Towers
Dalal Street, Fort
Mumbai 400 001

The Market Operations Department
National Stock Exchange of India Limited
Exchange Plaza, 5th Floor
Plot No C/1, G Block
Bandra-Kurla Complex
Bandra (E), Mumbai 400 051

Dear Sirs,

Date: - 7th June, 2016

Sub: - Submission of copy of Agreement with M/s. Link Intime India Pvt. Limited as Registrar and Transfer Agent of the Company.

Pursuant to applicable regulations of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we are enclosing herewith a certified true copy of the Agreement between the Company and Link Intime India Pvt. Limited for the appointment of Registrar and Share Transfer Agent with Depository connectively of NSDL/CDSL effective from April 01, 2016.

Kindly take the above on record.

Thanking you,

FOR JAYANT AGRO – ORGANICS LIMITED

JAYANT AGRO ORGANICS LTD. MUMBAI

DINESH KAPADIA
COMPANY SECRETARY AND COMPLIANCE OFFICER

Encl. a/a

CC:-

National Securities Depository Limited
4th Floor, A Wing, Trade World,
Kamala Mills Compound,
Senapati Bapat Marg, Lower Parel,
Mumbai :- 400 013

Central Depository Services (India) Limited
17th Floor, P J Towers, Dalal Street,
Mumbai - 400001

THE AGREEMENT DATED 25th DAY OF April / 2016

EXECUTED BETWEEN LINK INTIME INDIA PVT LTD

& JAYANT AGRO-ORGANICS LTD.

FORMS AN INTEGRAL PART OF THIS STAMP PAPER.

For JAYANT AGRO-ORGANICS LTD.

Company Secretary.

Authorised Signatory
Thane Bharat Sahakari Bank Ltd.

Thane Bharat Sahakari Bank Ltd.
Main Branch, Naupada, Thane.
D-5/STP(V)/C.R. 1005/1/04/1905-0
7/04

भारत 21234 102201 Special Addressee APR 25 2016

INDIA STAMP DUTY MAHARASHTRA Rs.00001000/- PB5151 16:04

AGREEMENT BETWEEN THE SHARE TRANSFER AGENT AND THE COMPANY

THIS MEMORANDUM OF AGREEMENT MADE ON THIS 25th day of April, 2016 , AT MUMBAI BETWEEN **LINK INTIME INDIA PVT LTD.**, a Company within the meaning of the Companies Act, 1956 and having its Office at **C -13 Pannalal Silk Mills Compound, LBS Road,Bhandup West, Mumbai 400078(CIN:U67190MH1999PTC118368)**(hereinafter referred to as "The Transfer Agent" [which expression shall unless it be repugnant to the subject or context include its successors and assigns] AND **JAYANT AGRO-ORGANICS LIMITED,(CIN:** L24100MH1992PLC066691) a company within the meaning of the Companies Act, 1956 and having its office at : **701, Peninsula Business Park, Tower A. Senapati Bapat Marg, Lower Parel (W) ,Mumbai ,Maharashtra ,400013** (Hereinafter referred to as the Company [which expression shall unless it be repugnant to the subject or context include its successors and assigns]

WHEREAS

1) The Company has approximately 5000 Shareholders 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. INR000004058 and the Company has approached the Transfer Agent to act as Share Transfer Agent and the Transfer Agent has accepted the assignment.

3) As per the terms of Regulations 9 A (1) (b) of the SEBI (Registrar 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 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 shareholders / debenture holders / Investors by way of Press notice / letters / other media about the appointment and change in STA, on or before handing over the assignment / change in appointment of Transfer Agents.

5) The Transfer Agent declares and undertakes that :

   a) It has obtained a permanent certificate of registration from SEBI and that the certificate is valid from 15.07.2014.

   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, 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.

6) The Transfer Agent hereby warrants about its capability including the infrastructure especially the computer hardware and requisite software i.e. share accounting packages to handle the assignment.

JAYANT AGRO ORGANICS LTD.

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7) The Company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, SEBI's ICDR Regulations, 2009, 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, 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/SEBI guidlines.

v) Providing Depository connectivity with NSDL/ CDSL on a continuous basis and providing the related reports based on the Beneficiary Positions received from the Depositories.

vi) Processing of Demat and Remat Requests and confirming the credit / issuing fresh certificates in lieu of electronic holdings.

vii) The dematted share certificates be destroyed / shredded only after completion of Secretarial Audit Report of corresponding period subject to the dirction from the client.

viii) RTA to maintain Register of Destroyed Certificates in the database.

9) i) The Transfer Agent will handle the transfer work from its office at :

C-13 Panalal Slik Mills Compound
L B S Marg, Bhandup West
Mumbai 400078

The above address shall be printed in all relevant stationery pertaining to the assignment as Transfer Agent.

ii) Investors of the Company may also be attended to from local office of the Transfer Agent at:

Same as abvoe

iii) All the above mentioned offices of the Transfer Agent have been declared to SEBI and approved by it for carrying on its activities.

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 at its cost at the office of the Transfer Agent stated above in Clause 9(i) 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 Agent 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 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) 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. The Transfer Agent shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by it. The Transfer Agent, shall however, not be responsible or liable for any direct or consequential act of 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 the Transfer Agent. The Transfer Agent should execute the work efficiently and with due diligence and care. However, the Transfer Agent under this agreement 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 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. have been delivered to the post office for onward despatch, if given by fax upon transmission thereof. Provided that any notice etc. given by 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, which violates any law or rule for the time being in force, a report thereof may be made to SEBI within 7 days by either of the parties, with prior intimation to the other.

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 co-operation for the Transfer Agent complying with this Regulations.

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

19) If the transactions covered under this Agreement are liable to pay any service tax, sales tax or any other levy, the company shall reimburse to the Transfer Agent their liability for payment of such tax / levy including interest and other sums, if any payable in respect thereof.

20) 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 hereunder written.

a) The charges included in the Schedule II are for routine Transfer Agent work and it does not include charges for Bonus Issue, Rights Issue, etc. The charges for the same will be determined when such occasions arises.

b) PAYMENT TERMS

(i) The Transfer Agent will raise service charge bill as per Schedule II, on monthly basis raised in the end of the month.

(ii) Out of pocket expenses bill will be, raised on a monthly basis, at the end of each month.

(iii) In case, any additional jobs other than type (i) and (ii) above requiring additional processing /retrieving of old data are required to be carried out, the same will be charged extra on mutually agreed rates.

(iv) Transfer Agent shall not be held responsible for any such act committed or omitted during such period in which payment of dues by Company to Transfer Agent is outstanding beyond due date.

All bills raised are to be paid within 10 days of receipt of the Bill.

21) Should there be a major change in scope of work from that indicated above or in the event of complete collapse or dislocation of business in the financial markets 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 under this agreement for the activities done till termination of the contract irrespective of force majure

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, dividend, Annual Report and any other bulk dispatches related to share transfer activities. The Company shall ensure that after the approval of transfer requests by transfer committee, the funds for despatch will be made available to Transfer Agents to complete despatch of above mentioned documents within the stipulated time as prescribed in Companies Act/Listing agreement.

23) 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.

24) The Transfer Agent shall not be responsible for any legal disputes/suits that have arisen prior to this agreement or prior to the date of the first agreement entered into between the parties, whichever is earlier.

25) The Company and the Transfer Agent shall maintain the following documents and records pertaining to Transfer activities by way of hard copies and if required may be stored by way of computer media or 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, despatch register/postal journal, objection memos, mandates, Power of Attorney/Board Resolution, RBI Approval in case of NRI, , 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 Storage Media containing all the data pertaining to share holders and related transfer activities.
These records shall be maintained for a minimum period of 3 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. However this clause is subject to commercial agreement reached between the parties for storage of records.

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26) The Transfer Agent shall keep magnetic records for the last 3 years only. The Company shall collect the records prior to 3 years and Share Transfer Agent is not responsible for loss of any records of any such prior records.

27) The meeting of Transfer Committee of the Company will be held on a regular frequency.

28) 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, and the list of such authorised person/s shall be submitted to the Company.

29) All the disputes and the differences that may arise while implementing the terms and conditions of this agreement shall be resolved 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.

30) This agreement is subject to Mumbai Jurisdiction.

31) THIS AGREEMENT SHALL BE VALID FOR A PERIOD OF ONE YEAR BEGINNING FROM DAY OF 01/04/2016 AND WILL BE DEEMED TO HAVE BEEN RENEWED ON AN ANNUAL BASIS THEREAFTER, UNLESS, TERMINATED BY EITHER PARTY BY GIVING TO THE OTHER THREE MONTH'S NOTICE WITHOUT ASSIGNING ANY REASON.

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

Jayant Agro – Organics Ltd

Director/Authorised Signatory
SIGNATORY OF COMPANY

For Link Intime India Pvt Ltd

Director/Authorised Signatory
SIGNATORY OF TRANSFER AGENT

SCHEDULE I

(Referred to in clause 8 of the Agreement)

I **SPECIFIC ACTIVITIES**

a) The Transfer Agent will receive and attend promptly correspondence received from share holders /company /stock exchanges/ SEBI/ other regulatory bodies and will segregate the inward mail as transfer requests, request for endorsement as fully paid up, request for change of address, transmission, transposition, deletion of name, other letters from investors.

It will inward the mail pertaining to request for transfer/transmission /transposition /other request/ complaints by maintaining inward register on a day to day basis and also affix stamp containing inward number and date of receipt on all transfer deeds/letters pertaining to above requests/complaints.

b) The Company shall also maintain inward register to record the date of receipt of transfer requests /request for endorsement as fully paid up/correspondence from investors, SEBI/Stock Exchanges and relevant statutes. The Company shall hand over all transfer requests/request for endorsement as fully paid up/other correspondence well in time under a covering letter to the Transfer Agent. The receipt of above documents should be acknowledged by the Transfer Agent.

c) The Transfer Agent shall process all transfer / transmission / transposition/change of address/other requests/complaints and generate checklist, verify the same and correct such data.

d) While scrutinising, the transfer deeds, the transfer agent shall verify the transferor's particulars, certificates enclosed, transferors' signature with specimen signature record, the value of stamps, whether thumb impressions are attested by Magistrate/company managers or notarised as the case may be, self-attested copies of PAN cards and check whether all the columns including address of transferees provided in Transfer Deeds are duly filled up etc.

e) The Transfer Agent shall generate transfer numbers for each valid transfer and the same may be filled up in the column provided in the transfer deed and also folio numbers (in case of new transferees only). It shall allocate the existing folio number in such cases where the transferee is already holding shares of the Company.

f) After verification of valid transfers, the transfer agent shall prepare transfer registers in duplicate and submit the transfer register well in advance to the transfer committee of the Company for approval.

g) The Company agrees to conduct share transfer committee meetings at the frequency mutually agreed and specified in the agreement which will enable the Transfer Agent to complete the transfer of securities within the stipulated time under the Companies Act/Listing Agreement/SEBI guidlines.

h) After receipt of approval of transfer proposals by the transfer committee, the Transfer Agent shall endorse on the back of the certificates authenticating the transfer of shares in the name of transferees. In case of endorsement by the Transfer Agent, the Company shall authorise the Transfer Agent to do so by passing a resolution to this effect in its Board Meeting.

i) In case of endorsement of share certificates, Company / Transfer Agent shall ensure that the authentication is done by an authorised signatory.

j) 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 transferred certificates. The documents may indicate the date of despatch and name of the post office where the despatch has been made.

k) The Transfer Agent shall preserve all the transfer deeds in safe custody, take steps to cancel the stamps affixed on the back of transfer deeds and also cancel all blank transfer deeds signed by transferors but not used for effecting transfer.

l) Enter the transfer details on both seller side and buyer side in the register of members, and preparation of new ledger sheets for the register of members in case of new share/debenture holders.

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m) The Transfer Agents will capture the signatures with the help of signature scanner and store in the computers, and specimen signature of shares/debenture holders will be removed and stored separately.

n) The Transfer Agent shall maintain movement register to record the date of receipt of transfer requests/request for endorsement as fully paid up/other correspondence received directly from the Company. Similarly, transfer agents shall record the date of submission of transfer proposals to the transfer committee of the Company for approval, date of receipt of the transfer proposal after approval, date of submission of certificates to the Company for endorsement and date of receipt of certificates after endorsement and date of despatch to transferee.

II **GENERAL**

1) Attending to correspondence regarding change of address, consolidation/split of certificates, non-receipt of share certificates, dividend/interest warrants and other letters received from Company / SEBI / Stock Exchange etc.

2) Printing of new share certificates in lieu of misplaced, lost, mutilated certificates. The Transfer Agent shall issue new certificates against request for consolidation or split.

3) The Transfer Agent shall update all records and generate all reports and returns required for the AGM/Extra Ordinary General Meeting, despatch Annual Reports, Circulars and Notices etc. to Share/Debenture holders.

4) Transfer Agents shall process and print dividend warrants / interest warrants/call notices to share/debenture holders.

5) The Transfer Agent shall reconcile with bank statements the dividend data and derive therefrom the list of unencashed dividends. For this the Company shall provide the Transfer Agent with all necessary bank statements and encashed instruments.

6) The Transfer Agent shall provide the Company with reports pertaining to the shareholders for the purposes of submission of the annual return to the Registrar of Companies. This will include the list of institutional shareholders, top shareholders, etc. as required by law. Further this report may also be generated on a floppy or cartridge for submission to the authorities.

7) In case of Rights Issues, companies shall inform transfer agents and other bodies about the record date and give sufficient time to transfer agent to effect all transfers, update all records etc.

8) Transfer Agents shall maintain the Register of Members. The same shall be updated annually.

9) The Transfer Agent shall provide the Company with any other reports and statements as may be mutually agreed upon between Company and the Transfer Agent.

Jayant Agro – Organics Ltd

Director/Authorised Signatory
SIGNATORY OF COMPANY

For Link Intime India Pvt Ltd.

Director/Authorised Signatory
SIGNATORY OF TRANSFER AGENT

SCHEDULE II

(Referred to in clause 20 of the Agreement)

A. Professional Fees for Routine Activities:

Folio Charges: @ fixed rate of Rs 7,500/- per month, payable monthly which includes:

- Weekly reports such as MGT 10, Comparison report , Distribution schedule etc,
  on the weekly benpos conversion.
- Uploading data pertaining to SEBI – Continual Disclosure Norms on Stock Exchange Portals.

A1. Insta Web Access : For the first six months access would be free, thereafter it would be @ Rs. 2500/-p.m.

A2. Depository connectivity of both the depositories @ Rs. 2500/= per month

B: Special Reports & Other Activities: (Chargeable Extra)

I. Dividend processing: Rs.2/- per folio, subject to minimum Rs. 10,000/- per event.

II. Overprinting of dividend warrants, intimation letters, attendance slips, ballot forms etc, @ Re. 1/- per warrant / intimation letter. Address stickers will be charged at Rs. 0.75 per sticker.

III. Email Communication : For Every document sent thru email of email size upto 2MB @ Re.1.00 per email & for every additional 1MB of email size or part thereof @ Re.0.50 per email

IV. Special Jobs / Repcrts requiring additional processing/Corporate Action / Retrieval of old data at our end or new requirements due to changes in the Acts or listing agreements or due to SEBI will be charged extra.

V. Separate proposals will be given for E Voting related events, Mergers, Demergers, Sub-division, Postal Ballot, QIP, Bonus Issue, Rights Issue, Open Offers, Buy-Back, De-Listing Offers, Public Issues, ESOPs, etc,

VI. Data Preparation for upload in MCA Format : Rs. 2500/= per account (in case of all unpaid dividend account).

VII. AGM/ EGM/ CCM investor counter handling and polling support: Rs. 10,000/= per event.

C: Reimbursement of Expenses:

I. Out of Pocket expenses like Stationery, Postages, Photo copying, Courier, Mailing Expenses, Legal Charges, Signature scanning, Endorsement stickers, Magnetic Media (Floppy & CD), expenses on Telecommunication, Travel, Transport of Materials, Charges levied by Depositories, Insurance, Taxes etc. shall be reimbursed. Mailing charges will be levied as per postal circular in force.

II. Record Maintenance: Free of cost for one year and separate proposal would be given in case there is requirement to maintain records for prior period.

III. Any other expenses not covered above

D: One Time Data Migration : Rs. 15,000/- Lump sum

Service Tax will be chargeable on all the above items / reimbursements, at the rates as applicable under Service Tax Act / Rules.

It is presumed that database of Investors will be available in up to date condition and signatures are available in scanned format.

Jayant Agro – Organics Ltd

Director/Authorised Signatory
SIGNATORY OF COMPANY

For Link Intime India Pvt Ltd.

Director/Authorised Signatory
SIGNATORY OF TRANSFER AGENT