हिन्दुस्तान कॉपर लिमिटेड

HINDUSTAN COPPER LIMITED

CIN No. : L27201WB1967GOI028825

भारत सरकार का उपक्रम
A GOVT. OF INDIA ENTERPRISE

पंजीकृत एवं प्रधान कार्यालय
Registered & Head Office

ताम्र भवन TAMRA BHAVAN
1, आशुतोष चौधरी एवेन्यू
1, Ashutosh Chowdhury Avenue,
पो०बॉ०सं० P.B. NO. 10224
कोलकाता KOLKATA - 700 019

HCL/ SCY / NSE /2010

8.10.2015

To
Shri K Hari
Vice President
National Stock Exchange of India Limited
Exchange Plaza
Bandra Kurla Complex
Bandra (E)
Mumbai - 400 051

Sir,

It is informed that term of our existing Registrar and Transfer Agent (RTA), M/s. C B Management Services (P) Ltd, P-22 Bondal Road, Kolkata -700019 has been renewed for a further period of three years with effect from 1.10.2015. A copy of Agreement signed with the RTA on 8.10.2015 is enclosed.

The above is submitted for your information and record please.

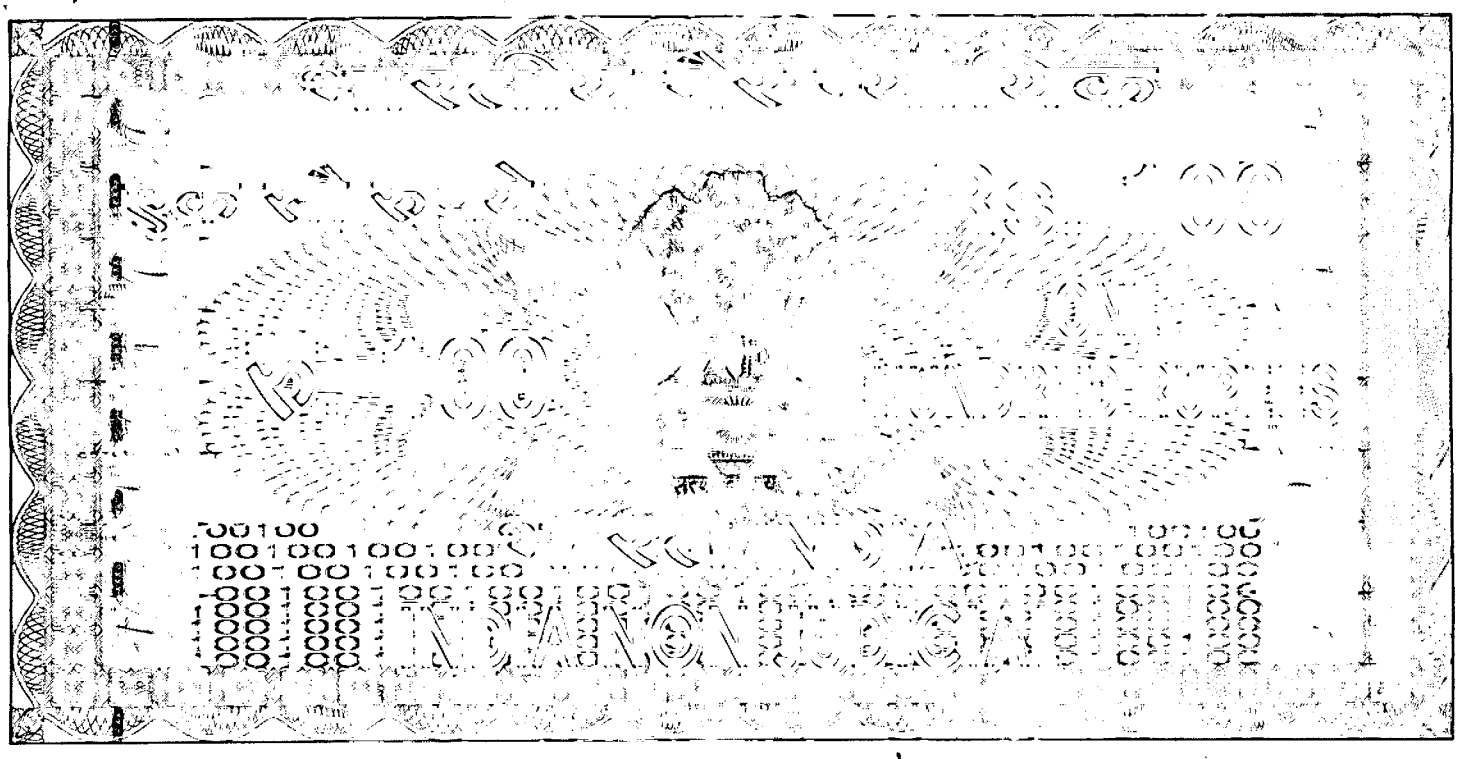
Thanking you,

Yours faithfully

(C S Singhi)
GM & Co Secretary

Encl: As stated

फोन Tel : 2283-2226 (Hunting), फैक्स Fax : (033) 2283-2478/2640
तार Cable : हिन्दताम HINDCOPPER , ई-मेल E-mail : hcl_ho@hindustancopper.com, वेब Web : www.hindustancopper.com



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL U 983091

AGREEMENT BETWEEN THE REGISTRAR & TRANSFER AGENT AND THE COMPANY

THIS MEMORANDUM OF UNDERSTANDING made on 8th day of October,2015 at Kolkata between C.B. Management Services (P) Limited, a Company within the meaning of the Companies Act, 1956, and having its Registered Office at P- 22, Bondel Road, Kolkata - 700 019 (hereinafter referred to as "Registrar & Transfer Agent" RTA") AND Hindustan Copper Limited , a Company within the meaning of the Companies Act, 1956 and having its registered office at Tamra Bhavan, 1, Ashutosh Chowdhury Avenue, Kolkata - 700019 (hereinafter referred to as "the Company").

WHEREAS

1) The Company has 61826 No. of Shareholders/Folios as on 31.08.2015 and has to render services relating to transfer, transmission etc. in accordance with its Articles of Association.

2) The Registrar & Transfer Agent is a SEBI registered intermediary having Registration No.INR000003324 and the Company has appointed the Registrar & Transfer Agent for carrying out the jobs and functions as stated in the work order number HCL/HO/CS/R&T/2014-15 dated 05.10.2015 accepted by the Registrar & Transfer Agent.

3) In terms of Rule 4(1)(b) of the SEBI (Registrar to an Issue and Share Transfer Agent) Rules, 1993, the Registrar & Transfer Agent is required to enter into a valid agreement with the Company and in pursuance of the same the Registrar & Transfer Agent and the Company have entered into an agreement being these presents.

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C.B. Management Services (P) Ltd. Kolkata

NOW THEREFORE, the Company and the Registrar & Transfer Agent do hereby agree as follows:

1) The Company has appointed Registrar & Transfer Agent for carrying out the jobs and functions stated in the work order number HCL/HO/CS/R&T/2014-15 dated 05.10.2015 and the Registrar & Transfer Agent has accepted such appointment.

2) The Registrar & Transfer Agent hereby undertakes to perform and fulfill such functions, duties and obligations as stated in the work order number HCL/HO/CS/R&T/2014-15 dated 05.10.2015 and to also provide such services as are mentioned herein.

3) The Company will ensure that all records/reports/documents are handed over to Registrar & Transfer Agent after its appointment. The responsibility of the Registrar & Transfer Agent will commence on receipt of records/reports/documents.

4) The Company will inform shareholders/Investors by way of Press notice/ other media about the appointment and change in Registrar & Transfer Agent.

5) The Registrar & Transfer Agent declares and undertakes that :

a) It had obtained certificate of permanent registration from SEBI on 19.06.2012 and that the certificate is valid unless suspended or cancelled by SEBI.

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 interests, 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 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 Registrar & 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 Registrar & Transfer Agent agree to their functions, duties and obligations in respect of each activity relevant to the Registrar & Transfer Agent as specified in the Schedule I hereto. However, the following activities shall form part of the Registrar & Transfer Agent's functions and responsibilities during the currency of 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, receipt 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 certificates.

iv) Despatch of transferred certificates and bad deliveries and objections to the transferees within the mandatory period as laid down in the Companies Act, 2013/Listing Agreement.

9) The Registrar & Transfer Agent will handle the transfer work from its office at P - 22, Bondel Road, Kolkata - 700 019 which has been declared to SEBI and approved by 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 at its cost at the office of the Registrar & Transfer Agent and the Registrar & Transfer Agent will finish tabulations, statement, unused stationery details to the Company.

11) The Registrar & Transfer Agent's responsibilities under this agreement will be restricted to the duties of the Registrar & Transfer Agent as agreed to herein and the Registrar & 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 Registrar & 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 Registrar & Transfer Agent of the Company and whether concerning the business, property, contracts, 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) Registrar & 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. Registrar & Transfer Agent shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by it. Registrar & Transfer Agent, shall however, not be responsible or liable for any direct or consequential omission/commission committed by the Registrar & 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 Registrar & Transfer Agent's reasonable control.

14) Company is primarily responsible for the work of share transfer work assigned to Registrar & Transfer Agent. The Registrar & Transfer Agent should execute the work efficiently and with due diligence and care, however, the Registrar & 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 of the securities issued or other third party as consequence of any failure or deficiency on the part of the Registrar & Transfer Agent in performing or fulfilling, providing any of the functions, duties, obligations and services hereunder, however, the Registrar & 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 Registrar & Transfer Agent.

15) Any notice, communication or documents may be given by personal delivery, registered post/speed post, courier, e-mail 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 registered post/speed post , courier on expiration of two days after despatch, if given by fax or e-mail upon transmission there of, provided that any notice, communication or documents etc. given by fax / e-mail shall be confirmed in writing.

16) The Registrar & 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.

17) The Registrar & Transfer Agent shall redress complaints of the investors within 4 days of receipt of the complaint during the currency of the agreement. This however, shall not exempt the Registrar & 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 Registrar & 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 conformity with the standard designs approved by the Stock Exchange.

19) The fees and charges payable to the Registrar & Transfer Agent are specified in Schedule II hereunder written.

20) The Company shall explore the possibility of taking special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc.

21) Termination of this agreement between the Company and the Registrar & Transfer Agent shall be governed by the terms and conditions as specified in the work order number HCL/HO/CS/R&T/2014-15 dated 05.10.2015 issued by the Company and accepted by the Registrar & Transfer Agent.

22) The Company will provide all required stationery items, envelopes and postage expenses well in advance to enable Registrar & 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 / authorised signatory, the funds for despatch will be made available to Registrar & Transfer Agent to complete despatch of transferred certificates within the stipulated time as prescribed in Companies Act, 2013/ 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 Registrar & Transfer Agent but for any eventuality which may arise in performing the functions of the Registrar & Transfer Agent.

24) The Registrar & Transfer Agent shall maintain following documents and records pertaining to Registrar & 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, despatch register/postal journal, objection memos, mandates, Power of Attorney/Board Resolution, RBI Approval in case of NRI, Jumbo Transfer Deeds in case of FIIs, Issue of New Share Certificate Register, 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's complaints, Board Resolution passed by the Company authorising the Registrar & Transfer Agent to endorse the certificates and other documents on behalf of the Company.





d) Magnetic Tapes containing all the data pertaining to share holders and related transfer activities.

These records shall be maintained for such minimum period as provided in applicable SEBI guidelines and regulations and the same should be made available for inspection as and when decided by Statutes including SEBI. The Registrar & Transfer Agent will store/arrange to store the records & stationery etc. in such a way that they can be referred as required and all old records shall be maintained as required, by Statutes, including the Companies Act, 2013.

25) Other conditions as mutually agreed between the Company and the Registrar & Transfer Agent.

26) All questions, disputes or difference of any kind whatsoever arising out or relating to this agreement shall be referred by the parties to this agreement, within 30 days, for decision to a Sole Arbitrator who shall be Chairman-Cum-Managing Director of the Company or any Officer of the Company nominated by the said Chairman-Cum-Managing Director in that behalf. In the event of such an Arbitrator to whom the matter is originally referred, is transferred or vacates his office by resignation or otherwise refuses to act or is incapable of acting for any reasons whatsoever, Chairman-Cum-Managing Director shall be entitled to proceed from the stage at which it was left by his predecessor.

There shall be no objection to any such appointment that the Arbitrator appointed is an officer of the Company or that he had to deal with the matter to which this Agreement / Contract relates or that in course of his duty as such officer he had expressed views on all or any of the matters in disputes or difference. No person other than the Chairman-Cum-Managing Director or his nominee can act as Arbitrator. The venue of arbitration shall be Registered Office of the Company at Tamra Bhavan,1 Ashutosh Chowdhury Avenue, Kolkata - 700019.

The award of the Arbitrator shall be final and binding on the parties to this agreement.

Subject to the above, the provision of the Arbitration Act, and the Conciliation Act. 1996 and of the rules there under and all statutory modifications thereof shall be govern such arbitration proceedings and shall be deemed to apply to and be incorporated in this Agreement / Contract.

27) In the event of termination of the contract the Registrar & Transfer Agent shall be solely responsible for handing over to the Company all documents, records, files, stationeries, both in hard & soft copies of the entire Share Master files, Transaction files, Dividend files pertaining to the Company within 15 days from the date of the end of contract/termination without any prejudice.

28) This Agreement / Contract shall be valid for a period of 3 Years from 01.10.2015, however, the Company has the sole option to extend it for one year after the expiry of the three years period. On expiry of the three years contract period, the Registrar & Transfer Agent if advised to continue performing the contract, the Registrar & Transfer Agent will do so and the rates applicable in case of extensions shall be the rates specified in the existing awarded contract

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29) In addition to above, the other terms and conditions mentioned in the work order number HCL/HO/CS/R&T/2014-15 dated 05.10.2015 issued by the Company and accepted by the Registrar & Transfer Agent shall be applicable.

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

Signature of the Company

HINDUSTAN COPPER LIMITED

(C S S SINGHI)
CM & Company Secretary

Hindustan Copper Limited
Tamra Bhavan
1, Ashutosh Chowdhury Avenue
Kolkata - 700 019

Signature of the Registrar & Transfer Agent

C. B. MANAGEMENT SERVICES (P) LTD.

ANJAN MANDAL
Director & CEO

C B Management Services (P) Limited
P - 22, Bondel Road
Kolkata - 700 019

SCHEDULE I

I Specific Activities

1) Making arrangements to take over all documents and data from outgoing R&T Agent and for transferring demat connectivity.

2) To maintain Master files of all Shareholders on an up to date basis and provide soft copy of complete Register of Members on quarterly basis.

3) To ensure compliance with all formalities relating to shares with reference to Companies Act, SEBI/Stock Exchanges guidelines, Income Tax & RBI rules and regulations, as and when required etc. To provide all the required reports and documents for filing Annual Return , Balance Sheet , Profit & Loss account, allotment of shares, distribution schedule and other reports / forms with the Registrar of Companies, Ministry of Corporate Affairs, SEBI and Stock Exchange authorities etc.

4) Processing & effecting transfers / transmission of shares, sub-division, consolidation, transposition, name deletion, remat & duplicate issue of shares and sending required reports (soft and hard copies) including Transfer Register, Movement Ledger, Remat Register Register of share certificates issued , exception report for high volume transfers, shareholders holding more than 1% of the paid-up share capital along with Top 100 holders etc at a frequency of once in 15 days or shorter period as may be required for submission / approval of the Committee or authorized signatory of the Company. The endorsement on the certificates shall be by way of stickers specially printed for that purpose.

5) Processing, effecting and updating in the system change of address, change of mandates, nominations, power of Attorney, bank details , e-mail address of shareholders / investors , ECS mandates , marriage /death cases, etc.

6) Collection of mails / share certificates for transfer received at the Company's office and delivering statements at periodical intervals as may be advised by the Company. All correspondence received shall be numbered and separate registers shall be maintained to show the history of its disposal and the same shall be made available online to the Company.

7) Attending and helping in the conduct of all Shareholder's meetings held every year and preparing list of members present, verifying signatures electronically, conducting Poll on demand and providing required reports advised by the Company, conducting Postal Ballot pursuant to provisions of Companies (Passing of Resolution by Postal Ballot) Rules as and when required & providing the required reports advised by the Company, helping in video conferencing facility at the meeting. Providing Alpha / Folio-wise Index of Members (hard and soft copy), Proxy Register one day before the meeting (hard and soft copy), Attendance Register one day after the meeting (hard & soft copy).

8) Providing mailing services to the shareholders including posting of dividend warrant / advice, Annual Reports, notices, circulars, financial results etc. Compliance of the Go Green initiative including registration of e-mail addresses of the shareholders and sending Annual Reports, notices, circulars, financial results, NECS advice for dividend payment etc. to such shareholders as per applicable guidelines.

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9) Depository related services - establishing connectivity, processing & effecting demat / remat requests and preparation of required registers, printing of certificates upon remat, obtaining beneficiary position periodically as may be required including on record dates for dividends, general meetings and other corporate actions (viz., merger, de-merger, buy-back, open-offer ,scheme of arrangement, capital reduction, bonus, rights, further issues, stock split, ESOP/ESOS etc.) and give information on changes in the shareholding, ensuring that NSDL/CDSL system generated reconciliation statement are tallied with the back office holding of NSDL/CDSL folio on daily basis. To provide special reports/activities based on historical data and/or specially sought data from the depositories and to perform all other depository related services in compliance with the rules and regulations as prevailing from time to time.

10) All the share certificates approved for dematerialisation shall be destroyed at prescribed intervals as per prevailing law in the presence of the Company's officials after providing the soft copy of the scanned image thereof.

11) To handle all kinds of correspondence with the Shareholders and SEBI, NSDL, CDSL, SEs, MCA, etc. in the proper manner; reply should go with in maximum 4 days of receiving such correspondence and the same should be available online to the Company.

12) All routine correspondence and e-mails with the shareholders will be attended by the R&T Agent. However, any important / serious complaint will be brought to the notice of the Company and all actions taken by the R&T Agent shall be with prior concurrence of the Company.

13) Providing all compliance related reports ,documents and services required for submission to Registrar of Companies, Ministry of Corporate Affairs, SEBI, Stock Exchanges and other regulatory bodies / authorities based on the rules / regulations prevailing from time to time.

14) Signature scanning of all existing physical Members/Power of Attorney and updating in the System. Signature scanning and updating in the system of new Members / Power of Attorney on continuous basis.

15) Address changes should be recorded and effected within 4 working days. The list of addresses of all the shareholders shall be made available online to the Company.

16) The R&T agent shall be completely responsible for the errors and mistakes in the corporate actions like dividends, rights, bonus, issue, preferential or other issue of shares etc. and also those arising out of transfer, transmission, duplicate issue of share certificates etc. and shall bear all pecuniary and legal losses that may arise out of such errors and mistakes.

17) The R&T agent shall deposit with the Company complete back up of the master data, transaction data at the end of every quarter in the prescribed format within 5 working days.

18) The documents of the Company shall be put in a secured place. At the end of the contract period, the R&T agent shall surrender the documents to the Company.

19) The officers nominated for the Company's work cannot be changed without the prior knowledge of the Company.





20) Name, phone number of the person who attends to the shareholders requests shall be made known to the Company and in all correspondence to the shareholders. Any complaints against the R&T agent for not responding to the shareholders' calls and e-mails shall not be tolerated by the Company and the same shall be constituted as a ground for taking serious action against the R&T Agent.

21) Maintenance of Registers for the following(in the format as may be prescribed by the law):
   a) Legal Representations & Nomination Forms
   b) Death Certificates
   c) Income-Tax Exemption Certificates / 15 G Forms
   d) Dividend Mandates
   e) Proxy Instruments, Attendance slips & representation from bodies corporate
   f) Power of Attorney
   g) Prohibitory Orders
   h) Dividend/ Outstanding Registers
   i) Non-Residents, Foreign National particulars and RBI approvals
   j) Any kind of report required by the Company
   k) Such other register / books as may be prescribed under the laws prevailing from time to time.

   The above stated registers shall be maintained in the physical as well as in electronic form and the same shall be available on online basis to the Company.

22) Generation of integrated MIS reports (soft & hard copy) for reporting shareholding details like monthly shareholding pattern, top 100 shareholders, remat statements, demat transaction report every fortnight for 500 & above shares, status of complaints in the prescribed format and other reports as may be required by the Company.

23) To reconcile and affect a proper control on the total number of shares, on a daily basis, thus ensuring that the total capital issued is tallied daily.

24) Liaison with the Company/Bank/Printer for printing & processing of Dividend warrants / NECS Advice and to do bulk mailing of the same within due time as per applicable guidelines and to do e-mailing of NECS Advice to those shareholders who have provided their e-mail addresses.

25) Monthly reconciliation of all Dividend accounts (all existing and future) after collecting the required data / details from the Dividend Bankers and providing Reconciliation Statements, Paid / Unpaid Dividend files by 15th of every month in soft / hard copies as may be advised by the Company.

26) Entering into Agreement with the Company as per the guidelines and prescribed format of SEBI.

27) Such other services as may be required by the Company from time-to-time.

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II General

In addition to the specific activities mentioned above, the Registrar & Transfer Agent shall carry out such other activities as mentioned in the schedule of activities to the Standard Agreement between the RTA and the Issuer Company prescribed by the SEBI.

SCHEDULE II

Schedule of Fees

As detailed below shall be applicable during contract period:

Particulars		Rates/Folio (in Rupees)
(I)	Charges per annum per live folio for carrying out activities as per scope of work given at clause 1.00 of the work order other than those mentioned at serial number (ii),(iii),(iv)&(v) below which have been quoted separately.	1.95
(II)	Charges for processing & mailing of each dividend payment including providing postal journal.	0.30
(III)	Charges for conducting each general meeting (AGM/EGM/Court Convened meeting) in a computerized (Networking) environment including e-voting, ballot, voting by postal ballot, printing of mailing slips, Attendance slip with variable data printing and postal journal for mailing annual report/notices/circulars etc.	0.30
(IV)	One time charges for scanning of signature of existing holders (Physical) per folio. Total Folios as on 28.08.2015 is 61826 out of which 61231 are electronic and 605 are physical.	0.00
(V)	Any other charges based on the documentary proof.	At Actuals

Notes:

1. Service charges bill for carrying out R&T Agent activities shall be raised on quarterly basis to be computed by dividing the quoted rate per folio by four and multiplying the same by number of live folios at the end of the preceding quarter.
2. Reimbursement of actual out of pocket of expenses shall be only towards local conveyance, stationery, endorsement of sticker, revenue stamp, daftary and postage payable subject to production of documentary proof.
3. For bulk mailing services of annual report, dividend, notices, circulars etc. only actual postage and daftary charges shall be payable.
4. The Company may pay dividend twice a year i.e. Interim Dividend and Final Dividend and hold two general meetings in a year as per business requirement.
5. The charges will be inclusive of all taxes and duties. However, Service Tax, as and when applicable shall be payable extra.

The above rates shall remain firm during tenure/extended period of the contract and no escalations whatsoever shall either be claimed or considered. The applicable taxes and levies shall be payable extra as may be prevailing from time to time.



