AGARWAL GROUP

# AGARWAL INDUSTRIAL CORPORATION LIMITED

Petrochemicals (Manufacturers & Traders of Bitumen & Bituminous Products) • Logistics for Bitumen & LPG • Wind Mills.

CIN NO.: L99999MH1995PLC084618

July 06, 2018

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|---|---|
| **Scrip Code: 531921**<br>**BSE Limited,**<br>Department of Corporate Services,<br>Phoroze Jeejeebhoy Towers,<br>Dalal Street, Fort,<br>Mumbai – 400 001 | **Symbol :AGARIND Series : EQ**<br>**National Stock Exchange of India Limited,**<br>Listing Department,<br>Exchange Plaza,<br>Bandra-Kurla Complex,<br>Bandra (East),<br>Mumbai – 400 051 |

Sub: Intimation and submission of Tri-partite Agreement dated June 30, 2018, between Agarwal Industrial Corporation Limited, Ankit Consultancy Private Limited and Universal Capital Services Private Limited with regard to change of Registrar & Share Transfer Agent of the Company.

Dear Sir,

We are pleased to inform you that pursuant to Regulation 7 (4) and (5) of SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015, a Tri-partite Agreement dated June 30, 2018 has been entered to among Agarwal Industrial Corporation Limited, Ankit Consultancy Private Limited (Old RTA) and Universal Capital Services Private Limited (New RTA) with regard to change of Registrar & Share Transfer Agent of the Company.

A copy of the aforesaid Tri-partite Agreement is attached herewith your kind perusal and records.

Yours faithfully,

For Agarwal Industrial Corporation Limited

R Bhalla

Agarwal Industrial Corp. Ltd.

Rakesh Bhalla
Vice President – Legal & Company Secretary

Encl: A/A

Registered Office : "Eastern Court", 201/202, Plot No.12, V.N. Purav Marg, S. T. Road, Chembur, Mumbai - 400 071.
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• Website : www.aicltd.in




महाराष्ट्र MAHARASHTRA ◐ 2017 ◐ AG 842707

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.ति.क. ८०००२३
15 JUN 2018
सक्षम अधिकारी

**TRIPARTITE AGREEMENT BETWEEN THE ISSUER, EXISTING REGISTRAR TO AN ISSUE AND SHARE TRANSFER AGENT AND NEW REGISTRAR TO AN ISSUE AND SHARE TRANSFER AGENT**

This Tripartite Agreement (hereinafter referred to as the "Agreement") is entered into on this 30th day of JUNE 2018 at MUMBAI between **Agarwal Industrial Corporation Limited**, a Company incorporated and registered under the provisions of the Companies Act, 2013, or under any previous company law and having its Registered Office at "Eastern Court", 201/202, Plot No. 12, V. N. Purav Marg, S. T. Road, Chembur, Mumbai – 400071. (hereinafter referred to as the "**Issuer**"), which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the First Part;

And

**Ankit Consultancy Pvt. Ltd.** (Securities and Exchange Board of India registered Share Transfer Agent) and having its Registered office at 60, Electronic Complex, Pardeshipura, Indore – 452010 (M.P.) (hereinafter referred to as the "**Existing STA**"), which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the Second Part;

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**And**

**Universal Capital Securities Pvt. Ltd.** (Securities and Exchange Board of India registered Share Transfer Agent)registered Registrar and Transfer Agent) and having its Registered office at 21, Shakil Niwas, Opp. Satyasaibaba Temple, Mahakali Caves Road, Andheri (East), Mumbai – 400093. (hereinafter referred to as the "**New STA**"), which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the Third Part;

**WHEREAS**

1. The Issuer is listed on The Stock Exchange, Mumbai (BSE) and National Stock Exchange (NSE) and has 2421 no. of shareholders/beneficiary owners/folios and has to render services relating to transfer, transmission etc, of its securities. in accordance with its Article of Association.

2. The Issuer had an Agreement dated 1/10/2013 with the Existing STA to render services to its shareholders. The Issuer vide their letter dated 30/5/2018 has given notice to the existing STA to discontinue its services and has appointed new STA w.e.f. 30/6/2018 as per Board Resolution dated 30/5/2018.

3. The new STA is a Securities Exchange Board of India registered Share Transfer Agent having registration no: INR000004082 and the Issuer has approached the new STA to act as Share Transfer Agent and the new STA has accepted the assignment.

4. In terms of regulation 9A (1) (b) Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agent) Regulations 1993, the New STA and the issuer have entered into an agreement dated 22/6/2018

5. In terms of Regulation 7(4) of Securities and Exchange Board of India (Listing Obligation and Disclosures Requirements) Regulations, 2015, the Issuer is required to enter into a tripartite agreement with the Existing STA and New STA at the time of change of the Existing STA.

**NOW THEREFORE** the Issuer, the Existing STA and the new STA do hereby agree as follows:

6. The date of signing of this Agreement is the date of discontinuation of work by the Existing STA and is also referred to as the cutoff date in this Agreement.

7. In terms of Clause 23 of Code of Conduct for Registrar to an Issue and Share Transfer Agents as given in Schedule III of regulation 13 of Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agent) Regulations 1993, the Existing STA has handed over all the records/data and documents which are in its possession in its capacity as a share transfer agent to the New STA, within one month from the termination of agreement of Existing STA/date of appointment of New STA.

8. The Issuer has paid all outstanding dues of Existing STA and has obtain "No Objection Certificate" (in prescribed format of the depositories) from Existing STA. *(If any order has been passes against Existing STA, "No Objection Certificate" from Existing STA for shifting of ISIN will not be required).*

9. The Issuer had appointed an independent auditor to carry out sample check of the records/ data and documents to be handed over by Existing STA. It shall be

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responsibility of the Existing STA to certify and ensure completeness of all records of the Issuer (stored in Physical and/or electronic form) at the time of handover.

10. The Existing STA had allowed the auditors appointed by the Issuer and new STA to inspect the records/ data and documents to be handed over to the new STA/Issuer.

11. The Existing STA has handed over the records/ data and documents of previous 3 years to New STA prior to the cut-off date and rest of the records/ data and documents, if any, have been handed over to the Issuer.

12. The Issuer and the Existing STA have ensured that all records/ data and documents along with computer data have been properly handed over to the new STA. The responsibility of the new STA shall commence on receipt and verification of records/ data and documents as per **Annexure-I.**

13. The Existing STA had handed over the check List as per Annexure-I to the New STA prior to the audit. The Existing STA has handed over the records/ data and documents (as per Annexure-I) duly catalogued and indexed to the new STA under intimation to the Issuer. The Existing STA has elaborately listed out all the missing records/ data and documents in the Annexure-I enclosed. The Existing STA has also mentioned whether the said records/ data and documents were missing at the time of their appointment as share transfer agent or the same were handed over to them by the issuer/ previous share transfer agent and records/ data and documents have been subsequently misplaced at their end.

14. The New STA has acknowledged the receipt of the records/ data and documents and has performed a sample check on the records/ data and documents.

15. The discrepancies, if any, have been brought to the notice of Existing STA and the Issuer and have been incorporated in the Annexure-I.

16. The capital reconciliation of the issuer (i.e. Issued Capital = NSDL holding + CDSL Holding + physical shareholding) has been carried out by the new STA. The Existing STA has provided such capital reconciliation for data being handed over as of cut-off date.

17. The new STA shall process various investor requests by using the data as provided in good faith.

18. The Existing STA has provided its full co-operation to resolve the discrepancies in the records/ data and documents and has provided complete and clear explanation for discrepancies in the records/ data and documents, if any.

19. The Existing STA has extend necessary co-operation for shifting of ISIN to new STA as also for conversion of soft data as per file formats required for seamless loading by the new STA, to resolve gaps and/or discrepancies observed in the records/ data and documents being handed over.

20. The Existing STA has fully co-operate with the new STA and Issuer during the transition period for the change of Share Transfer Agent.

21. The Existing STA has performed all the activities of share transfer agent till cutoff date.

22. All the liabilities/ responsibilities prior to cutoff date pertaining to share transfer work will be borne by the Issuer / Existing STA, as applicable. The new STA will not under any circumstances be held liable/responsible for the said period. Similarly, the Issuer /new STA, as applicable, will take responsibility for all actions pertaining

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to share transfer work after the cutoff date and shall be held responsible for any liability arising thereafter, except for the liability that may arise on execution of the activities in good faith, based on the data received from the Issuer/Existing STA.

23. After handing over the records/ data and documents, the Existing STA shall preserve soft copy of the data handed over to new STA for a period of 3 years and thereafter Existing STA will not be responsible for loss of any records pertaining to any such prior period.

24. The hard copy of the data pertaining to physical shareholders as of cutoff date has been printed in triplicate and the same will be signed by Existing STA, new STA and the Issuer and shall be kept with each of share transfer agent. *(In case it is not possible to print the entire share master, then the soft copy of the data as of cutoff date shall be handed over to the Issuer, New STA and the Existing STA).*

25. This Agreement has been signed by the parties only after Existing STA has issue the "No Objection Certificate" to shift the ISIN to New STA. All the items listed in the Annexure-I have been checked by the auditors appointed by the Issuer and the new STA. Annexure-I has become a part of this Agreement and has been signed by the Existing STA, New STA and the Issuer.

26. The copy of this Agreement shall be submitted by the Issuer to the Stock Exchange(s) wherever the Issuer's shares are listed. In terms of the provisions of the Securities and Exchange Board of India (Listing Obligation and Disclosures Requirements) Regulations 2015, intimation is required to be given to the stock exchange(s) and the copy of this Agreement is to be tabled at the subsequent meeting of the Board of Directors of the Issuer.

27. All the disputes and the differences that may arise in future as regards this Agreement shall be resolved amicably and expeditiously and if such attempts fail, the same shall be resolved as per the provisions under law, for the time being in force.

28. The provisions of this Agreement shall always be subject to any rules, regulations, guidelines and circulars issued by Securities and Exchange Board of India and other provisions of law in force.

29. The Issuer has taken special contingency insurance policy to cover risk out of fraud, forgery, errors of commission/omission etc.

30. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the rules and regulations of the Securities and Exchange Board of India and circulars issued thereunder.

This Agreement can be altered, amended and/ or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligation of the parties hereto are altered by virtue of changes in rules and regulations of Securities and Exchange Board of India or bye-laws, rules and regulations of the stock exchange(s), such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this Agreement.

Universal Capital Securities Pvt. Ltd. MUMBAI 400093

Putekar

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Ankit Consultancy Pvt. Ltd. INDORE

Saurabh

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

| For Ankit Consultancy Pvt. Ltd. | For Agarwal Industrial Corporation Limited | For Universal Capital Securities Pvt. Ltd. |
|---|---|---|
| Compliance officer | | |
| Saurabh 30/06/2018 | R Bhalla 30/06/2018 | Putekar |
| Ankit Consultancy Pvt. Ltd. INDORE | 30/06/2018 | 30/06/2018 |
| Signature of Witness<br>Name and Date | Signature of Witness<br>Name and Date | Signature of Witness<br>Name and Date |

PAYAL PARAS

Ankit Consultancy Pvt. Ltd. INDORE

Agarwal Industrial Corp. Ltd. AGARWAL GROUP

For Agarwal Industrial Corporation Ltd.

R Bhalla

Vice President - Legal & Company Secretary

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For UNIVERSAL CAPITAL SECURITIES PVT. LTD.

Putekar

Authorised Signatory

**Annexure – I**

**List of documents handed over to new RTA:**

1. Transfer deeds / transmission forms for securities duly transferred / transmitted along with supporting documents. Transfer no. 1801 to 1866 (for the period year 2010 to 23rd June 2018)
2. Demat/remat request forms for shares which have already dematerialized/rematerialized for the period year 2010 till 23rd June 2018 – as per list attached.
3. Pending cases for demat – one case for 3000 shares - DRN No. 8304291 of CDSL
4. Files of original executed indemnities, Affidavits, etc. along with all supporting documents received for duplicate certificate issue – 2 files
5. Transfer defective file (objection cases) – 1 file.
6. List of physical shareholders as on date (live folios) – 43 shareholders.
7. Corporate Action documents – 2 Files
8. Amendment file – 1 file
9. Shareholding pattern as on 31/03/2018.

Computer data: (soft copy)

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1. Name (Holder) master
2. Certificate master
3. Transaction files (transfer/transmission/transfer rejection) (Year 1996 onwards)
4. Demat/Remat transaction files (year 2001 onwards)
5. Duplicate/split/consolidate file.
6. Amendment transaction data – (year 2013 to year 2017)
7. Dividend files (Year 2011 to Year 2017)
8. Stop Transfer details – 2 cases.
9. Benpos data – Year 2016-17 & 2018.
10. Shareholders details (ROC File) as on 31/03/2017
11. Specimen signatures of the physical shareholders (soft copy) scanned PDF File

Note : All physical documents prior to year 2010 were handed over to the Company earlier by Existing RTA.

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Saurabh

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Agarwal Industrial Corp. Ltd.