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Sl. No. 03/19/2019 Reg. 100/-

For: U. K. Agarwal

For: Late. Banuben Agarwal

For: Rajvir Industries LTD

Gecur

V 667816

Smt. V. GEETHA DEVI

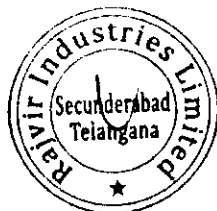
Licensed Share Vendor

S.V.No. 11-15/03-2019

P.No. 225/1/2019/1/1/2/Secdally.
Secunderabad, T.S. Dist. 5000912340

AGREEMENT BETWEEN THE SHARE TRANSFER AGENT AND THE COMPANY

THIS MEMORANDUM OF UNDERSTANDING MADE ON 5th Day of October 2019 AT HYDERABAD BETWEEN XL SOFTECH SYSTEMS LTD, a company within the meaning of the companies Act, 1956 and having its registered office at Plot no 3, Sagar society, Road no 2, Banjara Hills, Hyderabad - 500 034 (hereinafter referred to as "Share Transfer Agent") and M/s. RAJVIR INDUSTRIES LIMITED a company with in the meaning of the companies Act, 1956 and having its Registered office at 1st Floor, 105, Surya Towers, Sardar Patel Road, Secunderabad - 500 003 ("hereinafter referred to as the company").



For XL SOFTECH SYSTEMS LIMITED

Managing Director

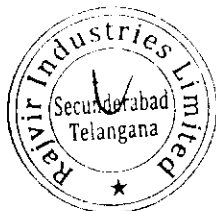
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WHEREAS

1. The company has 2403 number of shareholders/folios and has to render services relating to transfer, transmission, etc. in accordance with its articles of association.
2. The Transfer Agent is a SEBI registered Share Transfer Agent having registration no: INR000000254 and the company has approached the Transfer Agent to act as Share Transfer Agent and the Transfer Agent has accepted the assignment.
3. In terms of Regulation 9A(1) (b) of the SEBI (Registrar to an issue and Share Transfer Agent) Regulations, 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 re-appoints the Transfer Agent as share Transfer Agent and the Transfer Agent accept such re-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 has handed over all records/reports/documents to Transfer Agency on its appointment. The responsibility of the Transfer Agency has commenced 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 change in STA, if any, one month before handing over the assignment /change in appointment of Transfer Agency.
5. The Transfer agent declares and undertakes that:
 - a) It has obtained certificate of registration from SEBI and that the certificate is valid from 01.08.2012 till further communication from SEBI. It shall also ensure that the certificate of registration shall remain in force by taking prompt steps for its renewal.
 - b) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred/ suspended from carrying on its activities.
 - c) It shall perform its duties with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with clients, investors etc. and that it will not take up any activities which is likely to be in conflict with its own

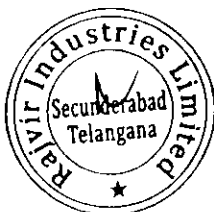


For XL SOFTECH SYSTEMS LIMITED

Managing Director

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 that it will obtain permission from SEBI.
6. The company hereby confirms that it has satisfied itself about the capability including the infrastructure especially the computer hardware and requisite software i.e., share accounting packages of the Transfer Agent to handle the assignment.
7. The company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, guidelines for disclosure and investor protection issued by SEBI, listing agreement of Stock Exchanges and other relevant statutes pertaining to Share Transfer activities.
8. The company and the Transfer Agent agree to their function, duties and obligations in respect of each activity relevant to the share transfer as specified in the schedule I etc. Transfer agent's functions and responsibility during the currency of this agreement.
- a) 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.
 - b) Processing of requests for transfer, endorsement as fully paid up, receipt of allotment /call money and other correspondence received in connection with transfer activities.
 - c) After verification of transfer deeds, preparation of transfer proposals for approval of the transfer committee of the company, endorsement on the certificates.
 - d) Dispatch of transferred certificates to the transferees within the mandatory period as laid down in the Companies Act/Listing Agreement.
9. The Transfer Agent will handle the transfer work from its office at Plot no 3, Sagar Society, Road no 2, Banjara Hills, Hyderabad – 500 034 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 Transfer Agent stated above in clause 9 and all finished tabulations, statement, unused stationery bearing the name and the letterhead of the company and all original documents supplied by the company to the Transfer Agents are to be

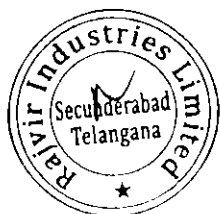


For XL SOFTECH SYSTEMS LIMITED


Managing Director

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, contract, methods, transactions, dealings, affairs or members of the company or otherwise, save in accordance with the performance of their duties hereunder or as required by law.
13. Transfer agent shall use its best efforts to perform the duties assigned to it in terms of this agreement with the utmost care and efficiency. Transfer Agent shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by it. Transfer Agent, shall however, not be responsible or liable for any direct or consequential omission/commission committed by the Transfer Agent in good faith or in absence of its negligence or breach of the terms of this agreement or due to reasons beyond the Transfer Agent a reasonable control.
14. Company is primarily responsible for the work of share transfer work assigned to STA. The STA should execute the work efficiently and with due diligence and care, however, the Transfer Agent shall indemnify the company and its successors from and against all suits, claims, actions and demand which may be made or commence against 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 a consequence of any failure or deficiency on the part of the Transfer Agent in performing or fulfilling, providing any of the functions, duties, obligations and services hereunder, however, the Transfer Agent shall not be liable due to error or omission committed by it in good faith and unless such damages are caused by the negligence, wilful misconduct, failure to act or recklessness of the Transfer Agent.
15. Any notice, communication or documents may be given by personal delivery, registered post, and telex or by fax. The notice, communication or document shall be deemed to have been served upon the party to whom it is given if given by expiration of three days after the notice etc, given by telex or fax, shall be confirmed in writing.
16. The Transfer agent and the company agree that in case of non compliance of any of the covenants contained in these presents a report thereof shall be made to SEBI within 7 days.
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



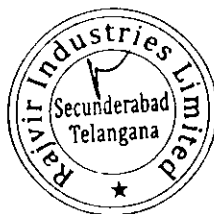
For XL SOFTECH SYSTEMS LIMITED

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Managing Director

not exceed the Transfer Agent from redressing the complaint of the investors within one month during the period it is required to maintain the records under the SEBI (Registrars to an issue and Share Transfer Agents) Regulations, 1993 and the company shall do all such things and extend necessary cooperation for the transfer Agent complying with this Regulation.

18. The company agrees that formats of all reports, statements, share or debenture certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchange.
19. The company and the Transfer Agent agree that the fees and charges payable to the Transfer Agent shall be as specified in schedule II hereunder written.
20. The company shall take special contingency insurance policy to cover risk rising out of fraud, forgery, errors of commission/omission etc.
21. Should there be major change in scope of work from that indicated above or in the event of complete collapse or dislocation of business in the financial market of our country due to war, insurrection or any other serious sustained political or industrial disturbance or in the event of force majeure, the Transfer Agent shall have option to withdraw its appointment or renegotiate the contract. However, the Transfer Agent shall be liable for the activities done till termination of the contract,
22. The company will provide all required stationery items, envelopes and postage expenses well in advance to enable Transfer Agent to process all transfers, transposition, transmission and other share Transfer related activities.
23. The company shall ensure that after the approval of transfer requests by transfer committee, the funds for dispatch will be made available to Transfer Agents to complete dispatch of transferred certificates within the stipulated time as prescribed in companies Act/Listing agreement.
24. If the transaction covered under this agreement are liable to any sales tax or other levy the company shall reimburse to the Transfer Agent their liability for payment of such tax/levy including interest and other sum if any payable in respect thereof.
25. 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 issue work.
26. The company and Transfer Agent shall maintain following documents and records pertaining to Transfer activities by way of hard copies and if required may be stored by way of tape drives/in computers.
27. Check – list, inward register, transfer register, buyer/sellers register with net effect as on date of approval of transfer proposals, transfer deeds, specimen signature cards/ signature captured on signature scanner, dispatch register/postal journal, objection memos, mandates, power of Attorney/Board Resolution, RBI approval in



For XL SOFTECH SYSTEMS LIMITED

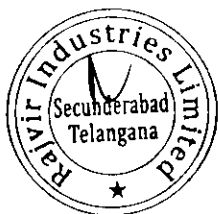
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Managing Director

case of NRI Jumbo Transfer Deeds in case of FIIs, Register of Members, Annual Returns/Return of Allotment, Interest /Dividend Register,

28. Correspondence with the company, investors, SEBI, Stock Exchange and other statutes and other relevant documents pertaining to transfer activities.
29. Records pertaining to investor complaints, Board Resolution passed by the company authorizing the Transfer Agent to endorse the certificates and other documents on behalf of the company.
30. Magnetic Tapes 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.
31. Other conditions as mutually agreed between the company and the Transfer Agent.
32. It is hereby agreed by and between the Parties hereto that in case any dispute or difference arises between the Parties with regard to the terms and conditions of this Agreement or relating to the interpretation hereof, the same shall be referred to and amicably settled jointly by the Senior Management of both Parties.
33. Notwithstanding anything mentioned herein above, if the said differences still remain unresolved for a period of 30 (thirty) days, the same shall be referred to Arbitration to be adjudicated by a Sole Arbitrator appointed jointly by both Parties. The venue of Arbitration shall be Hyderabad and the proceedings shall be held as per the provisions of the Arbitration and Conciliation Act, 1996 with the language of such proceedings being English.
34. The Courts at Hyderabad shall have exclusive jurisdiction over all un-resolved disputes relating to this Agreement. The Parties expressly consent to this jurisdiction and waive, as well as undertake, that they will not assert any claim, with respect to personal applicability, inconvenience of forum, venue or any other hardship related to jurisdiction.

For XL SOFTECH SYSTEMS LIMITED



Mr. [Signature] Director

THIS AGREEMENT SHALL BE VALID FOR A PERIOD OF TWO YEARS FROM THE DATE OF AGREEMENT.

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

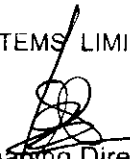
SIGNATURE OF THE COMPANY

For Rajvir Industries Limited


Anadish Srivastava
Company Secretary

SIGNATURE OF TRANSFER AGENT

For XL SOFTECH SYSTEMS LIMITED


Managing Director

