भारतीय गैर न्यायिक

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रु. 100 ONE HUNDRED RUPEES

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BG 670606

INTEGRATED REGISTRY MANAGEMENT SERVICES PVT. LTD.,

3053
24/2/2017

K. KALYANI (S.V.)
Lic.NO.17437/241/98
NO.1/1A2, MOTILAL STREET,
T.NAGER, CHENNAI - 17.
Phone : 24347696

INTEGRATED REGISTRY MANAGEMENT SERVICES PVT. LTD. CHENNAI 600017

AGREEMENT BETWEEN THE SHARE TRANSFER AGENT AND THE COMPANY

The Memorandum of Understanding (agreement) made on 6TH APRIL 2017 at Chennai between:

INTEGRATED REGISTRY MANAGEMENT SERVICES PRIVATE LIMITED, a Company within the meaning of the Companies Act, 2013 and having its Registered Office at **2nd FLOOR, "KENCES TOWERS", NO.1, RAMAKRISHNA STREET, NORTH USMAN ROAD, T NAGAR, CHENNAI - 600 017** (hereinafter referred to as "Transfer Agent").

AND

KCP SUGAR AND INDUSTRIES CORPORATION LIMITED, a Company within the meaning of the Companies Act, 2013 and having its Registered Office at **"RAMAKRISHNA BUILDING, NO. 183, ANNA SALAI, CHENNAI - 600006** (hereinafter referred to as the "Company").

For INTEGRATED REGISTRY MANAGEMENT SERVICES PVT. LTD.

Suresh Babu. K
Director

For K.C.P. Sugar and Industries Corporation Ltd.

S. CHIDAMBARAM
General Manager (Finance) & Company Secretary

K.C.P. Sugar and Industries Corporation Ltd. Chennai 600 006

S. CHIDAMBARAM
General Manager (Finance) & Company Secretary

WHEREAS

1. The Company 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.INR000000544 and the Company has approached the Transfer Agent to act as Securities Transfer Agent (STA) and the Transfer Agent has accepted the assignment.

3. In terms of Rule 4 (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 Securities 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 its Securities 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 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/Investors by way of Press notice/letters/other media about the appointment and change in STA, if any, one month before handing over the assignment/change in appointment of Transfer Agent.

5. The Transfer Agent declares and undertakes that:

   (a) Pursuant to the approval by the High Court of Judicature at Madras on June 3, 2016, on the Scheme of Arrangement, the registry business of Integrated Enterprises (India) Limited was demerged to Integrated Registry Management Services Private Limited ("IRMSPL"). Subsequently, IRMSPL had applied to SEBI and has obtained the Permanent Registration certificate in the name of IRMSPL vide their letter dated February 17, 2017, in accordance with Regulations 8 of the SEBI (Registrar to an issue and Share transfer agents) Regulations, 1993.

   (b) The certificate of registration shall be valid unless suspended or cancelled by SEBI.

   (c) 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.

   (d) 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

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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.

(e) 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.

(f) In case of change in status /constitution that it will obtain permission from SEBI.

(g) 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.

(h) 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 the Stock Exchanges and other relevant statutespertaining to Share Transfer activities.

6. The Company and the 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. However, the following activities shall form part of the 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 within the prescribed time period.

(c) After verification of transfer deeds, preparation of transfer proposals for approval of the transfer committee of the Company, endorsement on the certificates.

(d) Despatch of transferred certificates to the transferees within the mandatory period as laid down in the Companies Act/Listing Agreements.

7. The Transfer Agent will handle the transfer work from its office at 2nd Floor, "Kences Towers", No. 1 Ramakrishna Street, North Usman Road, Chennai – 600 017 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.

8. 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 7 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.

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9. 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.

10. 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.

11. 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 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.

12. The Company is primarily responsible for the work of securities 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 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 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.

13. Any notice, communication or documents may be given by personal delivery, registered post, 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 personal delivery when so delivered, if given by post on expiration of three days after the notice etc. shall have been delivered to the post office for onward despatch, if given by fax or telex upon transmission thereof. Provided that any notice etc. given by telex or fax, shall be confirmed in writing.

14. 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.

15. The Transfer Agent shall redress complaints of the investors within one month of receipt of the compliant or such periods as prescribed under the statutory regulations during the currency of the agreement. This however, shall not exempt the Transfer Agent from redressing the compliant 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.

16. The Company agrees that formats of all reports, statements, Share certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchanges.

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17. 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 and revised mutually by exchange of consent letter.

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

19. 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.

20. 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. 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 transferred certificates within the stipulated time as prescribed in Companies Act/Listing agreements.

21. If the transactions 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.

22. 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.

23. The Company and 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 compact disks/tape drives/electronic form in the 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, Register of Members, Annual Returns/Return of Allotment, 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) Compact Disks/Magnetic Tapes/electronic form containing all the data pertaining to share holders and related transfer activities.

    These records shall be maintained for the 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.

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24. Other conditions as mutually agreed between the Company and the Transfer Agent.

25. This Agreement shall be valid unless the agreement is terminated by either of the party by serving a notice 3 months in advance.

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

for Integrated Registry Management Services Private Limited

Signature:
Name : Suresh Babu K
Designation: Director

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WITNESS:

Signature:
Name: R. Kalyanaraman
Designation: Chief Manager

for KCP SUGAR AND INDUSTRIES CORPORATION LIMITED

K.C.P. Sugar and Industries Corporation Ltd. Chennai 600 006

Signature:
Name:
Designation:

for K.C.P. Sugar and Industries Corporation Ltd.
S. Chidambaram
S. CHIDAMBARAM
General Manager (Finance) & Company Secretary

WITNESS:

Signature:
Name: S KARTHIKEYAN
Designation: Manager (Accts & Secl)

SCHEDULE I

I. SPECIFIC ACTIVITIES

a) STA will receive and attend promptly correspondence received from the shareholders /Company / stock exchanges/SEBI/other bodies and will segregate the inward mail as transfer requests, request for endorsement as fully paid up, receipt of call money, request forchange of address, transmission, transposition, deletion of name, other letters from investors and in such other appropriate manner.

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 Transfer Agent. The receipt of above documents should be acknowledged by Transfer Agents.

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

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

e) 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, transfer agents 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 Agreements.

h) After receipt of approval of transfer proposals by the transfer committee, 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 Transfer Agent, companies shall authorise Transfer Agents to do so by passing a resolution in its Board Meeting.

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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, preparation of new ledger sheets for the register of members in case of new shareholders.

m) Cutting the specimen signature of the new shareholders, pasting and maintaining specimen signature cards upto date. Specimen signature cards of shareholders with nil holding will be removed and stored separately. The Transfer Agent shall capture the signatures with the help of signature scanner and store in the computers.

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 Agent 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.

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II. GENERAL

1. All correspondence regarding change of address, consolidation/ split of certificates, non-receipt of share certificates, dividend warrants and other letters received from company/SEBI/Stock Exchange etc. shall be attended to by the Transfer Agent.

2. Printing of new share certificates in lieu of misplaced, lost, mutilated certificates. The Transfer Agent shall issue new certificates in the case of 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 the shareholders.

4. The Transfer Agent shall process and print dividend warrants/call notices to shareholders.

5. In case of rights issues, the Company shall inform the Transfer Agent and other bodies about the record date and give sufficient time to Transfer Agent to effect all transfers, update all records. The Transfer Agent shall despatch composite application forms well in time or hand over all the required records to Registrar to Rights Issue so as to enable the Registrar to complete issue in time.

6. The Transfer Agent shall maintain Register of Members. It will be kept upto date by incorporating changes therein during the year.

7. Any other reports, statements as mutually agreed between the Company and the Transfer Agent.

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