

Tripartite Agreement between the Company, Previous Registrar and New Registrar

This Tripartite Agreement made and entered into on this **Friday of 14.01.2023** at **New Delhi** between **Krishna Ventures Limited** a Company incorporated and registered under the provisions of the Companies Act, 1956, and having its Registered Office at **Corporate Centre, 7th Floor, Opp. Hotel Vits, Andheri Kurla Road, Andheri East, Mumbai-400059** (hereinafter referred to as the "Company" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title

And

Universal Capital Securities Private Limited, (SEBI registered Registrar and Transfer Agent) and having its Registered office at **C-101, 247 Park, 1st Floor, LBS Road, Gandhi Nagar, Vikhroli (West), Mumbai – 400 083** (hereinafter referred to as the "Previous RTA" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns)

And

Skyline Financial Services Private Limited (SEBI registered Registrar and Transfer Agent) and having its Registered office at **D-153A, 1st Floor Okhla Industrial Area Phase -1 New Delhi –110020** (hereinafter referred to as the "New RTA" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title).

WHEREAS

1. The Company is listed on **BSE Limited** and It has **924** no. of shareholders/folios and has to render services relating to transfer, transmission etc, of its securities. in accordance with its Article of Association.
2. The Company had an Agreement with the previous RTA dated **12.10.2010** to render services to its shareholders. The Company vide their letter dated **01.06.2022** has given notice to the existing RTA to discontinue its services and has appointed new RTA w.e.f. **09.08.2022** as per Board Resolution dated **09.08.2022**.
3. The new Transfer Agent is a SEBI registered Share Transfer Agent having registration no: **IN200432** and the Company has approached the Transfer Agent to act as Share Transfer Agent and the Transfer Agent has accepted the assignment.
4. In terms of Chapter III –Regulation 7(4) of SEBI (LODR) Regulations, 2015 (Listing Regulations), the Company is required to enter into a tripartite agreement with the previous RTA and New RTA at the time of change of RTA.

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VIRENDER KUMAR RANA
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5. The Previous RTA, New RTA and Company shall observe following timetable.

Activity	Days
Appointment Date of RTA	X
Appointment of Auditor	X+1
MOU between new RTA & Company	X+2
NOC from previous RTA	X+7
Audit report submission to the company by Auditors	X+15
Shifting of ISINs	X+25
Discontinuation of work by previous RTA(Cut-off date)	X+30
Date of Tripartite agreement signing (as per LODR)	X+30

NOW THEREFORE the Company, the previous RTA and the new RTA do hereby agree as follows:

1. The Company shall pay all outstanding dues of previous RTA and shall obtain No Objection Certificate (in prescribed format of the depositories) from previous RTA. If any order has been issued against previous RTA, No Objection Certificate from previous RTA for shifting of ISIN will not be required.
2. The Company shall appoint an independent auditor to carry out sample check of the data and documents to be handed over by previous RTA on the very next day of the date of appointment of new RTA.
3. The Previous RTA shall allow the auditors appointed by the Company and representatives of new RTA to inspect the documents to be handed over to the new RTA/Company.
4. The previous RTA shall hand over the documents to new RTA for a period of 3 years prior to the cut-off date and rest of the documents, if any, shall be handed over to the Company.
5. The Company and the Previous RTA will ensure that all records/ reports/ documents along with data in electronic mode are properly handed over to the new RTA after its appointment. The responsibility of the new RTA will commence on receipt and verification of records/ reports/ documents/data as per **Annexure I**.
6. The Previous RTA shall:
 - a. Hand over the Check List to the New RTA prior to the audit.
 - b. Hand over the data and documents (as per Annexure I) duly catalogued and indexed to new RTA under intimation to the Company within one week from the date of discontinuation of services (cutoff date)
 - c. elaborately list out all the missing documents in the annexure enclosed
 - d. Mention whether any documents were missing at the time of their appointment as RTA or the same were handed over to them by the Company/earlier RTA and they have been subsequently misplaced at their end.

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7. The New RTA shall acknowledge the receipt of the data and the documents and perform a sample check on the documents within a period of one month from the date of receipt of the data and documents.
8. The discrepancies, if any, shall be brought to the notice of previous RTA and the Company within this period by the new RTA.
9. The capital reconciliation (i.e. Issued Capital = NSDL holding + CDSL Holding + physical shareholding) will be carried out by the new RTA. The previous RTA to provide such capital reconciliation for data being handed over as of cut-off date.
10. As it is not possible for the new RTA to check the authenticity of the data and records handed over to them by the previous RTA/Company, the new RTA will start processing transfer/demat requests using the data as provided in good faith.
11. The previous RTA shall provide their full co-operation to resolve the discrepancies in the data and documents and shall provide complete and clear explanation for discrepancies in the data and missing documents/specimen signatures, if any.
12. The previous RTA shall do all the activities of Share Transfer Agent till new RTA confirms start of services at their end latest within one month from date of their appointment.
13. The previous RTA shall extend necessary co-operation for shifting of ISIN to new RTA as also for conversion of electronic data as per file formats as may be needed for seamless loading by the new RTA, to resolve gaps and/or discrepancies observed in the data/documents being handed over.
14. The previous RTA shall fully co-operate with the new RTA and Company during the transition period for the change of RTA.
15. Cut-off date will be the date on which previous RTA will stop their work.
16. All the liabilities/ responsibilities prior to cut-off date pertaining to share transfer work will be borne by the Company / previous RTA, as applicable. The new RTA will not under any circumstances be held liable/responsible for the said period. Similarly, the Company /new RTA, as applicable, will take responsibility for all actions pertaining to share transfer work after the cutoff date and will 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 Company/previous RTA.
17. After handing over the data and documents, the previous RTA shall preserve soft copy of the data handed over to new RTA for a period of 3 years and thereafter previous RTA will not be responsible for loss of any records pertaining to any such prior period.
18. The hard copy of the data pertaining to physical shareholders as of cutoff date will be printed in triplicate and the same will be signed by previous RTA, new RTA and the Company and shall be kept with each of them. In case it is not possible to print the entire share master, then the soft

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copy of the data as of cut-off date will be handed over to the Company, New RTA and the Previous RTA.

19. This Tripartite Agreement shall be signed by the parties only after the items listed in the Annexure are checked by the auditors appointed by the Company and representative(s) of the new RTA.
20. The copy of this Agreement shall be submitted by the Company to the Stock Exchanges wherever the Company's shares are listed.
21. 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, for the time being in force.
22. The Company shall take suitable and adequate insurance cover from a reputed Insurance Company for protection against fraud, forgery, errors of commission / omission, etc. and also for Force Majeure conditions like flood, earthquake and riots, etc.

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

Signature of Company

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by Neeraj Gupta
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Signature of New RTA

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Witness:

Witness :

Signature of Previous RTA

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**PAWAN
SINGH BISHT** Digitally signed by
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Witness:

**DEVANAND
BHASKAR DALVI** Digitally signed by
DEVANAND BHASKAR
DALVI
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Sr. No.	Document Name	Document Sr. No.		Missing Ranges		Remarks
		From	To	From	To	
1						

While handing over the documents and the data, the following shall be listed in the above format:

1. Specimen signatures of the physical shareholders
2. Original Affidavits along with supporting documents for change in signatures of the holders recorded / to be recorded by the previous RTA.
3. Transfer deeds / transmission forms for securities duly transferred / transmitted along with supporting documents. Also photocopies for all objected transfer deeds / transmission forms along with their supporting documents. .
4. Pending transfer deeds alongwith share certificates and supporting documents, received for transfer
5. Demat/remat request forms for shares which have already dematerialized/rematerialized to be handed over to Company for safe keeping (Scanned images of such forms may be handed over to the new RTA for handling investor queries, if any)
6. Pending cases for demat/remat, if any
7. Register and request documents of stop transfers, name correction, change of address, transmission, duplicate consolidation/split/nomination, transfers, demat, remat etc.
8. Files for intimation to Stock Exchanges for loss of securities and data of duplicate certificates issued
9. Register of power of attorney cases along with attested copies of the Power of Attorney and their specimen signatures
10. Memorandum and Articles of Association & Board resolutions for corporate bodies,
11. Register and file of mandate cases along with soft copy.
12. File of original executed indemnities, Affidavits, etc. along with all supporting documents received for duplicate certificate issue, refund
13. File of stop transfer cases, related correspondence/court injunction/ other orders, etc.
14. Soft copy of previous year's Annual Return filed with Registrar of Companies ("ROC").
15. Allottee registers for all issues (public/rights/ESOS)
16. Non allottee registers
17. Allottee and non allottee IPO / rights applications
18. Bank schedules
19. Bulk/ucp registers
20. Register of members
21. Paid/unpaid list for refund/dividend (all years) along with soft copy
22. Paid/unpaid list for allotment/call money along with soft copy
23. Reconciliation of refund/dividend accounts
24. Correspondence with shareholders
25. Files for legal cases/court/consumer forum/Police cases and/or with any other authorities. (Original documents and correspondence, as relevant, to be provided to new RTA).
26. Files of Queries and replies to SEBI/BSE/NSE/ROC/ITO/Government Bodies
27. Undelivered postal articles (share certificates/refund/demand drafts/dividend warrants/interest warrants)
28. Original documents for nominations registered.

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29. IEPF Registers
30. Clause 5A registers.
31. Last set of shareholding pattern reports including regulatory submissions (hard or soft copies)

Electronic data:

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1. Name master
2. Certificate master
3. Transaction files (td files/demat files from beginning)
4. Allottee/non-allottee data (public/rights/ Bonus / split / merger / demerger, etc...)
5. Dividend files (all years)
6. Paid/unpaid files for dividend/interest/refund
7. Refund files
8. Allotment/call money paid/unpaid files
9. Signature scanned data if any (compatible with New RTA system)
10. Beneficiary position and history file of NSDL & CDSL for previous period.
11. Occupation code list and status and substatus code list
12. Soft data unpaid dividend filed with IEPF for previous years.
13. Data of forfeited shares, if any.
14. ' Stop' master
15. All other transaction files, like transmission, duplicate certificate, master corrections, etc.

Company specific information:

1. List of Authorised signatories for transfer and duplicate/new share certificates.
2. Specific work instructions including limits for Duplicate/Transmission Without Legal Representation/Issue of new certificates, if any.
3. MIS reporting system
4. Handling of monitoring reports for Insider Trading, if any.
5. Capital build up history with DNR ranges, along with details of the issues
6. Copies of in principle/ listing/trading approvals from stock exchanges, if any.
7. Additional documents, if any (to be listed).

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KRISHNA VENTURES LTD

Sr. No.	Document Name	Document Sr. No.		Missing Ranges		Remarks
		From	To	From	To	
1	Specimen signatures of the physical shareholders	SOFT DATA				
2	Transfer deeds / transmission forms for securities duly transferred / transmitted along with supporting documents. Also photocopies for all objected transfer deeds / transmission forms along with their supporting documents					
	UCS PROCESSED TRANSFER DEED'S	101	119			
		133	137			
		148	148			
3	Demat/remat request forms for shares which have already dematerialized/rematerialized					
		900001	900022			
4	QUERY LETTRS	1 Bundle				
5	Bulk/ucp registers	Loose				
6	Undelivered postal articles (share certificates/refund/demand drafts/dividend warrants/interest warrants)	one				rud no 947 folio no 0203

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Sr. No.	Document Name	Document Sr. No.		Missing Ranges		Remarks
		From	To	From	To	
	Old Transfer Deeds	101	119			Loose
		133	137			Loose
		148	148			Loose
	Following Transfer no used for processing demat requests having Sr no 900001 to 900022					
	Old Demat Request Forms	120 ✓	120 ✓			Loose
		121 ✓	124 ✓			Loose
		127 ✓	128 ✓			Loose
		129 ✓	130 ✓			Loose
	900012 → 900013 →	131	132	missing		
		138 ✓	141 ✓			Loose
		142 ✓	145 ✓			Loose
		146 ✓	147 ✓			Loose

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KRISHNA VENTURES LTD- SOFT DATA

1	FINAL	
A	DMPAC	
B	PPCMST	
C	PPRCFM	
D	PPRCFT	
E	PPSMST	
F	PPTRFM	
G	PPTRFT	
2	SIGNATURE DATA	jpg and pdf
3	BENPOS	01/03/2021 TO 07/10/2022

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