

महाराष्ट्र MAHARASHTRA

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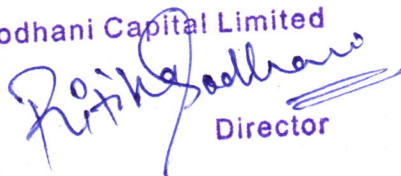
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प्रधान मुद्रांक कार्यालय, मुंबई  
प.सु.निक ८०००००९  
26 SEP 2023  
सक्षम अधिकारी

श्रीमती उल्का पाटील

This Stamp Paper forms and integral part of the bipartite agreement between Sodhani Capital Limited and NSDL Database Management Limited

For Sodhani Capital Limited


  
Director



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जाडपत्र - २ Annexure - II

AGREEMENT

दस्ताचा प्रकार/Nature of Document	
मुद्रांक विक्री तोंड बही अनु. क्रमांक/दिनांक	- 5 OCT 2023
दस्ता नोंदणी करणार आहेत का ?	YES/NO
मिळकतीचे थोडक्यात वर्णन -	INSDI DATABASE MANAGEMENT LIMITED
मुद्रांक विक्रीत घेणाऱ्याचे नाव	4TH FLOOR, 'A' WING, TRADE WORLD, KAMALA MILLS COMPOUND, S. B. MARG, LOWER PAREL (WEST)
इसते जमाव्यास त्याचे नाव व पत्ता	MUMBAI - 400 013
दुसऱ्या पक्षद्वाराचे नाव	
मुद्रांक शुल्क रक्कम	
मुद्रांक विक्रीत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	

परवाना क्रमांक : ८०००००९

मुद्रांक विक्रीचे नाव/पत्ता : ज्योती पी. दुआ

६, कोंडजी बिल्डिंग नं. ३, टाटा हॉस्पिटल, परेल, मुंबई - ४०० ०१२.

या कारणासाठी ज्यांनी मुद्रांक अरेदी केला त्यांनी त्याच कारणासाठी  
द्रांक अरेदी केल्यापासून ६ महिन्यात बाबतचे बंधनकारक आहे.



महाराष्ट्र MAHARASHTRA

2023

74AA 140695

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८०००००९  
14 SEP 2023  
सक्षम अधिकारी

श्रीम. एल. एस. सांगळे

This Stamp Paper forms and integral part of the bipartite agreement between Sodhani Capital Limited and NSDL Database Management Limited

For Sodhani Capital Limited

*Ritika Jadhav*  
Director



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NSDL DATABASE MANAGEMENT LIMITED  
Only for Affidavit

4TH FLOOR, 'A' WING, TRADE WORLD,  
KAMALA MILLS COMPOUND,  
S. B. MARG, LOWER PAREL (WEST)  
MUMBAI - 400 013

मुद्रांक दिवत घेणान्याचे नाव \_\_\_\_\_  
मुद्रांक दिवत घेणान्याचे रहिवासी बत्ता \_\_\_\_\_  
मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक \_\_\_\_\_ दिनांक \_\_\_\_\_

5 OCT 2023

मुद्रांक दिवत घेणान्याची सही \_\_\_\_\_ परवानाधारक मुद्रांक विहित्याचे लक्ष  
परवाना क्रमांक : ६०००००९

मुद्रांक विक्रीचे नाव/बत्ता : **ज्योती पी. दुआ**

६, कॉॅंटाजी बिल्डिंग जं. ३, टाटा हॉस्पिटल, परेल, मुंबई - ४०००१६

शासकीय कार्यालयासमोर/न्यायालय समोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक कागदाची आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४) नुसार

ज्या कारणासाठी ज्यांनी मुद्रांक अरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक अरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.



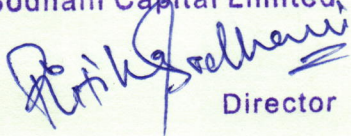
**AGREEMENT BETWEEN  
NSDL DATABASE MANAGEMENT LIMITED**

**AND**

**Sodhani Capital Limited**

**THIS AGREEMENT MADE** on \_\_\_\_\_ day of \_\_\_\_\_ AT \_\_\_\_\_ between **NSDL DATABASE MANAGEMENT LIMITED**, CIN:U72400MH2004PLC147094 a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 4<sup>th</sup> Floor, Tower 3, One International Centre, Senapati Bapat Marg, Prabhadevi-400013 and registered with SEBI as an Category I Registrar to an Issue and Share Transfer Agent, / (hereinafter referred to as "**RTA**") and **Sodhani Capital Private Limited**, CIN: \_\_\_\_\_ a Company within the meaning of the Companies Act, 2013 and having its Registered Office at \_\_\_\_\_ (Hereinafter referred to as the "Company").

**For Sodhani Capital Limited,**

  
Director



## WHEREAS

1. Presently the Company has **10** No of Equity shareholders/folios and has to render services relating to transfer, transmission, etc., in accordance with its Articles of Association relating to securities issued by the Company.
2. The RTA is a SEBI registered Share Transfer Agent having registration No. **INR000004181** and the Company has approached the RTA to act as Share Transfer Agent and the RTA has accepted the assignment.
3. The RTA is required to enter into a valid agreement with the body corporate on whose behalf the RTA has to act as Share Transfer Agent and in pursuance of the same, the RTA and the Company have entered into an agreement being these presents.

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

1. The Company hereby appoints the RTA as Share Transfer Agent and the RTA accepts such appointment.
2. The RTA 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 RTA after its appointment. The responsibility of the RTA will commence on receipt of records/reports/documents.
4. The Company will inform shareholders/debenture holders/investors by way of press notice /letters/email/ other media about the appointment one month before handing over the assignment in appointment of RTA.
5. The RTA declares and undertakes that:
  - a) It has obtained certificate of permanent registration from SEBI and that the certificate is valid from 12-02-2021. The Company will be informed forthwith of any circumstances by which the certificate of registration has been cancelled or has become invalid
  - 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 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 RTA 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, applicable SEBI Guidelines and other relevant statutes, rules, regulations and guidelines pertaining to issuance and share transfer activities as applicable to it.
8. The Company and the RTA 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 RTA's functions and responsibility during the currency of this 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.

For Sodhani Capital Limited

*Rishi Sodhani*

Director

