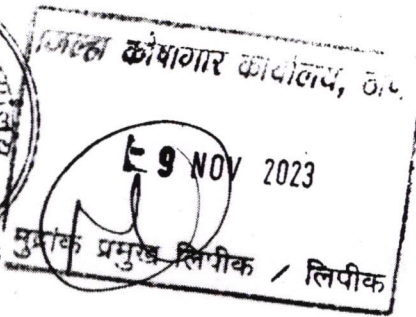




महाराष्ट्र MAHARASHTRA

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CC 384466



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AGREEMENT EXECUTED ON _____ BETWEEN CENTRAL DEPOSITORY SERVICES (INDIA) LIMITED, WINNY IMMIGRATION & EDUCATION SERVICES LIMITED AND BIGSHARE SERVICES PRIVATE LIMITED.

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जॉइपत्र -२ /Annexure -II

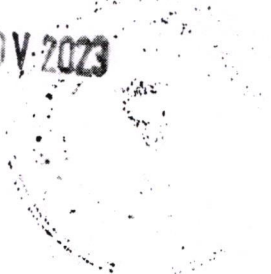
१. पत्रिका/पत्रिका संख्या/अं. क्रमांक / दिनांक	105007
२. दस्तावेज प्रकार	रपत्र / कथा
३. त्याच्या मध्यमरी कारण आदेशा नं ?	
४. निवेदनास धाडक्यात घटने -	
५. पत्रिका/पत्रिका मालिकी संस्था/दफतर नं ?	
६. त्याच्या आचारविधिसुद्धा संस्था/पत्रिका संस्था	
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८. त्याच्या पत्रिका/पत्रिका मालिकी संस्था/दफतर नं ?	
९. त्याच्या पत्रिका/पत्रिका मालिकी संस्था/दफतर नं ?	
१०. त्याच्या पत्रिका/पत्रिका मालिकी संस्था/दफतर नं ?	

for sent

दिनांक १२ नोवेंबर, २०२३
नगराध्यक्ष कार्यालय, काठमांडू
पत्रिका/पत्रिका मालिकी संस्था/दफतर नं ?

ज्याचे स्थानांतरण करून देण्यात येत आहे त्या व्यक्तीच्या कार्यालयाच्या मुद्रांक
कार्यालय कार्यालय अन्विष्ट नगराध्यक्ष कार्यालय काठमांडू

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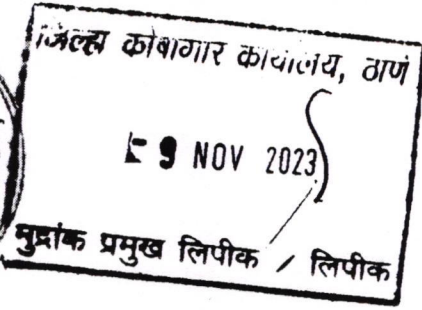




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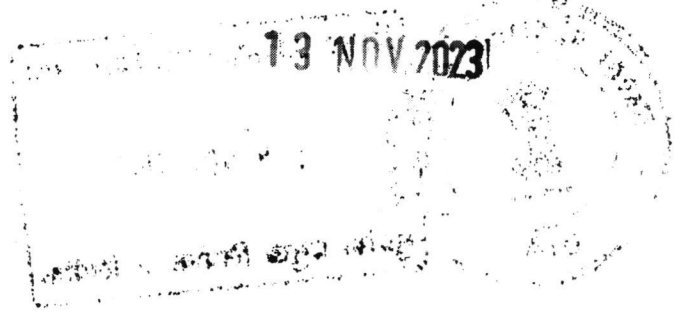
13 NOV 2023

जोड़पत्र -२ /Annexure -II

१. बंधन विषयी सेवा का अन्व. क्रमांक / विभाग	16483
२. दस्तावेज प्रकार	
३. सेवा विषयी करणार अथवा सेवा	सीमा/सीमा
४. नियुक्तियोग्य प्रोत्साहित अथवा -	
५. प्रोत्साहित अथवा -	
६. सेवा अथवा -	400 01
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१५. प्रोत्साहित अथवा -	
१६. प्रोत्साहित अथवा -	
१७. प्रोत्साहित अथवा -	
१८. प्रोत्साहित अथवा -	
१९. प्रोत्साहित अथवा -	
२०. प्रोत्साहित अथवा -	

61. *SS*

13 NOV 2023



Tripartite Agreement between Central Depository Services (India) Limited, an Issuer and its RTA

This Agreement made and entered into _____ at this _____ day of _____ between **CENTRAL DEPOSITORY SERVICES (INDIA) LIMITED** a company incorporated under the Companies Act, 1956, having its Registered Office at A Wing, 25th Floor, Marathon Futurex, Mafatal Mills Compounds, N M Joshi Marg, Lower Parel (E), Mumbai – 400013 (hereinafter called “**CDSL**”) of the First Part **WINNY IMMIGRATION & EDUCATION SERVICES LIMITED**; (description of the legal entity), having its office/registered office At **103-104, ATP ARCADE, ABOVE MR BEAN'S COFFEE SHOP, NR.NATIONAL HANDLOOM HOUSE, LAW GARDEN, AHMEDABAD, Gujarat, India, 380006** hereinafter called “**the Issuer**” of the Second Part: AND Bigshare Services Private Limited (description of the legal entity of the Registrar to an Issue and/or Share Transfer Agent) having his/its office/ registered office at E-3 Ansa Industrial Estate saki Vihar Road Sakinaka Mumbai 400072 hereinafter called “**the RTA**” of the Third Part.

WHEREAS CDSL has agreed to declare the securities such as shares, stocks, bonds, debentures or other marketable securities (hereinafter referred to as ‘securities’) issued by the issuer from time to time as being eligible to be held in dematerialized form in CDSL.

AND WHEREAS the Issuer is desirous of entering into an agreement with CDSL to facilitate the holding and transfer of securities in dematerialised form in CDSL, which CDSL has agreed to do.

AND WHEREAS the RTA has been granted a certificate of registration bearing number INR000001385 dated 09/04/2013 by the Securities and Exchange Board of India (SEBI) under sub-section (1) of Section 12 of the Securities and Exchange Board of India Act, 1992.

AND WHEREAS the Issuer has appointed the RTA to act as its registrar to an issue and/or share transfer agent in respect of the securities in dematerialised form.

NOW THEREFORE in pursuance of Regulation 29 (2) of the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, and in consideration of the mutual promises herein contained, the parties hereto do hereby agree and covenant with each other as follows:

1. General Clauses

- 1.1. Words and expressions used but not defined in this Agreement but defined under the Companies Act, 1956, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Depositories Act, 1996, the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 or the Bye Laws of CDSL shall have the meaning assigned to them under the aforesaid Acts, Regulations or Bye Laws as the case may be.
- 1.2. Unless otherwise warranted by the context or meaning thereof, the words or expressions “Beneficial Owner”, “Issuer”, “Participant”, and “RTA” used herein shall mean a Beneficial Owner, Issuer, Participant and Registrar to an Issue or Share Transfer Agent (as the case may be) respectively in relation to CDSL and the terms “Act”, “Regulations”, “Bye Laws” and “Operating Instructions” shall mean “The Depositories Act, 1996”, “Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996”, Bye-Laws of CDSL and the Operating Instructions issued by CDSL respectively.
- 1.3. The Issuer and RTA shall be bound by the Depositories Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 and agree to abide by the Bye Laws and the Operating Instructions issued from time to time by CDSL in the same manner and to me were set out herein and formed part of this Agreement.
- 1.4. The Issuer and the RTA shall continue to be bound by the Bye Laws and Operating Instructions, even after ceasing to be an Issuer or RTA as the case may be, in so far as may be necessary for completion of or compliance with his/its obligations in respect of all matters, entries or transactions which the Issuer and the RTA may have carried out, executed, entered into, undertaken or may have been required to do, including pending requests for dematerialisation or rematerialisation of securities before ceasing to be an Issuer or RTA and which may have remained outstanding, incomplete or pending at the time of his/its ceasing to be an Issuer or RTA, as the case may be.
- 1.5. The obligations on the part of the Issuer/RTA herein contained are a reiteration of and/or are in addition to the obligations contained in the Bye Laws and the Operating Instructions, and the omission of one or more of such obligations from this Agreement shall not in any manner be construed as a waiver of such obligations as are not herein contained.

2. Costs, Fees and Charges

- 2.1. The Issuer and RTA shall individually pay to CDSL such fees, costs, charges and deposits as may be specified in the Operating

Instructions for Issuers/RTAs issued by CDSL from time to time. In the event of the Issuer/RTA failing to make payment of any such fees, costs, charges or deposits, as the case may be, on or before the respective due dates, CDSL shall be entitled to charge interest on any delayed payments at the rate as may be prescribed by CDSL.

3. Unique Identification Number

- 3.1. CDSL shall allocate a unique identification number to the Issuer (Issuer ID) and the RTA (RTA ID).

4. Hardware and Software to be installed by the RTA

- 4.1. The RTA shall install at his/its premises allocated for CDSL related activities such computers, printers, communication equipment and uninterruptible power supply units, systems software and any other equipment, hardware and software as may be specified by CDSL from time to time.
- 4.2. It is further agreed that unless supplied directly by CDSL or his/its agents, all computers, communication equipment, printers, uninterruptible power supply units and all other hardware and software procured by the RTA shall be of the specified configuration and shall be sourced only from CDSL empanelled brands or any other brand which has been approved by CDSL in writing prior to such procurement.
- 4.3. The above hardware and software set-up shall be utilized by the RTA exclusively for CDSL specific application module and even if there be any spare processing or data storage capacity, the same shall not be used for any other application including the RTA’s back-office systems or operations.
- 4.4. The above hardware shall not be connected by the RTA to his/ its inter-office WAN (Wide Area Network) without the prior written permission of CDSL. CDSL reserves the right to deny such permission if, in his/its opinion, granting such permission involves violation of conditions relating to the operations of CDSL’s own WAN as stipulated by Department of Telecommunications or if in permitting the same, CDSL apprehends any risk to the integrity of his/its WAN or for any other reason as may be deemed fit by CDSL.
- 4.5. The RTA shall, from time to time, at his/its own cost, carry out such addition, modification, upgradation or replacement of the said hardware and/or software as may be specified by CDSL.

5. Connectivity and Systems

- 5.1. The RTA and CDSL shall establish and maintain a continuous electronic means of communication with each other.
- 5.2. CDSL shall provide necessary Operating Instructions from time to time to the RTA, as may be necessary for effective and prompt conduct of the business relating to depository operations

- 5.3. The RTA shall, in respect of his/its operations as the RTA in CDSL, procure and maintain at his/its own cost such systems, procedures, means of communication, infrastructure, hardware, software, security devices and back-up facilities as CDSL may specify and shall upgrade or replace the same from time to time as may be specified by CDSL.
- 5.4. The RTA shall comply with all systems and procedures recommended by CDSL and shall allow access to his/its systems to one or more teams of professionals with expertise or specialized skill in auditing the performance of computerised systems (called "Systems Audit Teams") designated by CDSL for periodic assessment of compliance with systems and procedures.
- 6. Effective date of commencement of dematerialisation and rematerialisation**
- 6.1. The effective date of commencement of dematerialisation, rematerialisation and transfer of securities in dematerialised form in respect of the securities shall be on or after the date of execution of this Agreement.
- 7. Information / Documents to be furnished by the RTA to CDSL**
- 7.1. The RTA shall, furnish to CDSL, a copy of the letter approving listing and permitting commencement of trading in respect of the securities issued by the concerned stock exchange within five days from the date hereof and in the event of any fresh issue of securities ranked pari passu with the existing securities within five days from the date of issuance of such letter.
- 7.2. The RTA shall provide information to CDSL :
- 7.2.1. of all further issues in respect of the securities, if any, such as rights, bonus, public offerings etc., with all relevant details such as opening and closing dates, issue size, issue price, record date, book closure date, proportion, pari passu status etc., along with a copy of the offer document.
- 7.2.2. of the date from which new securities arising out of conversions, further issues, final call payments, etc., become pari passu with his/its existing securities.
- 7.2.3. of any other corporate action.
- 7.3. such information shall be furnished to CDSL on the same day on which it is required to be furnished to any stock exchange where the securities are listed and in all other cases within two working days of the Issuer taking a formal decision in that behalf
- 8. Details / Particulars to be furnished by CDSL**
- 8.1. CDSL shall furnish to the Issuer/RTA the details/particulars of beneficial owners as of the record date. Such details/particulars shall be provided by CDSL within such time as may be specified in the Operating Instructions.
- 8.2. CDSL shall furnish to the Issuer/RTA the details/particulars of the beneficial owners for updating the records of the Issuer/RTA at such frequency as may be specified in the Operating Instructions.
- 8.3. In addition to the above, CDSL may in its discretion provide, as and when required by the Issuer/RTA, on payment of such charges as may be specified by CDSL, details of beneficial owners as well as the pending requests for Dematerialisation and Rematerialisation and any other details or particulars in respect of the securities.
- 9. Dematerialisation**
- 9.1. CDSL will electronically intimate, on a daily basis, all dematerialisation requests received from its participants to the RTA.
- 9.2. Upon receipt of the Dematerialisation Request Form (DRF) along with the securities of which dematerialisation is sought, the RTA shall firstly verify the validity and authenticity of the certificates or other documents of title to the securities and accuracy of the contents of the DRF and secondly, shall confirm from his/its records that such dematerialisation has been required by the person whose name appears as the holder of those securities in the register of securities maintained by the RTA in respect of those securities.
- 9.3. The RTA undertakes that the data pertaining to the securities to be dematerialized received from participants through CDSL shall be validated against the database of securities maintained by the Issuer and/or RTA and that only valid securities with clear title shall be permitted to be dematerialised.
- 9.4. After verification as aforesaid, the RTA shall intimate CDSL authorising a credit in dematerialised form in respect of the concerned securities in favour of the beneficial owner. On receipt of such intimation, CDSL shall cause the necessary credit entry to be made in the account of the beneficial owner concerned. No credit of any securities to the account of any beneficial owner shall be made unless CDSL has received an intimation from the RTA as set out hereinabove.
- 9.5. The RTA undertakes that no dematerialisation request shall be accepted by it or intimated to CDSL in respect of any securities so long as the same are subject to any restraint, injunction, prohibition or attachment under any direction, order or decree of any court, tribunal, Central or State Government, SEBI or any statutory or revenue authority empowered in that behalf or which are by law or under the terms and conditions of issuance thereof, prohibited from being transferred.
- 9.6. The RTA shall electronically intimate CDSL regarding the confirmation or rejection, whether in part or in whole, of every dematerialisation request within a period of 15 days from the date of receipt of the DRF by the RTA
- 9.7. The RTA shall in all cases retain the DRF with it for such period as may be specified by law in that behalf subject to a minimum period of five years.
- 9.8. The RTA shall not refuse or reject any request for dematerialisation of any securities into CDSL save and except for the following reasons:
- 9.8.1. the certificates or other documents of title to the securities are found to be stolen, forged, fabricated or counterfeit;
- 9.8.2. the Issuer or the RTA has been served with or intimated of any decree, order or direction of any court, tribunal, SEBI, Central or State Government or other statutory or revenue authority prohibiting or restraining transfer of those securities including any order of attachment, distress or execution in respect thereof;
- 9.8.3. in case duplicate certificates or other documents of title with the same distinctive numbers have already been issued in lieu of the original certificates/documents of title submitted for dematerialisation;
- 9.8.4. the securities in respect of which dematerialisation is sought are subject to any restriction or prohibition on transfer thereof under any law in force for the time being or under the terms and conditions of the issuance thereof;
- 9.8.5. any other reason as may be specified by CDSL in his/its Operating Instructions.
- 9.9. The RTA shall return to the concerned participant the certificates and/or other documents of title to such of the securities submitted for dematerialisation as are rejected by the RTA provided however that in the event of dematerialisation in part or in whole being rejected for any of the reasons set out in clause above, the certificates relating to those securities shall be retained by the RTA and shall be dealt with by the RTA in accordance with law.
- 9.10. In all cases where the RTA rejects any request for dematerialization of any securities in whole or in part, the RTA shall communicate in writing to the concerned participant the precise reason for such rejection.
- 9.11. The RTA shall, forthwith send intimation to the concerned stock exchange where the dematerialised securities are listed giving particulars of the securities which have been dematerialised in such format as may be specified by the concerned stock exchange.
- 9.12. Every intimation to CDSL permitting dematerialisation of any securities, shall be deemed to be backed by a joint and several representation and assurance by the Issuer and the RTA to CDSL that such securities exist, are validly issued and stand in the records of the Issuer and/or the RTA in the name of the beneficial owner who has sought dematerialisation in respect of those securities.
- 9.13. The Issuer and the RTA accept full responsibility for cancellation, mutilation or destruction of certificates and/or other documents of title to securities received and accepted by them for