



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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| Certificate No. | : | IN-DL18697889638601X |
| Certificate Issued Date | : | 15-Jan-2025 12:42 PM |
| Account Reference | : | IMPACC (IV)/ dl988103/ DELHI/ DL-DLH |
| Unique Doc. Reference | : | SUBIN-DLL98810382608437103773X |
| Purchased by | : | SKYLINE FINANCIAL SERVICES PRIVATE LIMITED |
| Description of Document | : | Article 5 General Agreement |
| Property Description | : | Not Applicable |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | SKYLINE FINANCIAL SERVICES PRIVATE LIMITED |
| Second Party | : | Not Applicable |
| Stamp Duty Paid By | : | SKYLINE FINANCIAL SERVICES PRIVATE LIMITED |
| Stamp Duty Amount(Rs.) | : | 100 (One Hundred only) |



Please write or type below this line

AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING MADE on 27-03-2025 at New Delhi Between **M/s Skyline Financial Services Private Limited**, a Company within the meaning of the Companies Act, 1956 and having its registered Office at D-153, 1st Floor, Okhla Industrial Area, Phase- I, New Delhi – 110 020, (hereinafter known as the Transfer Agent) and AVAX APPARELS AND ORNAMENTS LIMITED, a Company within the meaning of the Companies Act, 1956 and having its registered office at 611 6TH FLOOR JAINA TOWER II DISTT CENTRE JANAK PURI, West Delhi, DELHI, Delhi, India, 110058 (hereinafter known as the Company)

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

WHEREAS

- 1 That the Principal Company has NIL No. of shareholders/folios and has to render services relating to transfer, transmission etc. in accordance with its Article of Association. X
- 2 The Transfer Agent is a SEBI registered Share Transfer Agent having Registration No. INR000003241 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 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 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 appoints the Transfer Agent as Share Transfer Agent and the Transfer Agent accepts such appointment.
- 2 The Transfer Agent hereby undertakes to perform and fulfill such functions, duties and obligation and to provide such services as are mentioned herein.
- 3 The Company will ensure that all record/reports/documents are handed over to Transfer Agent after its appointment. The responsibility of 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 Transfer Agent, if any, one-month before handing over the assignment, change in appointment of Transfer Agent.
- 5 The Transfer Agent declares and undertakes that:
 - a) It has obtained Certificate of Registration from SEBI and the certificate is permanent. It shall also ensure that the Certificate of Registration shall remain in force by taking prompt steps for the renewal.
 - b) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceeding has 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 the 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/constitutions, it will obtain permission from SEBI.
- 4 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.
- 5 The Company hereby declares that it has complied with or agrees to comply with all statutory formalities under 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.
- 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.
 - i) Receipt of request for transfer, transmission, and endorsement as fully paid up, allotment/call money, split, consolidation, change of address, and 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 correspondents received in connection with transfer activities.

- iii) After verification of transfer deeds, preparation of transfer proposals for approval of the transfer committee of the company for endorsement on the certificates by person authorized by the Board.
 - iv) Dispatch of transferred certificates to the transferees within the mandatory period as laid down in the Companies Act/Listing Agreement.
- 7 The Transfer Agent will handle the transfer work from its offices at **D-153 A, 1st Floor, Okhla Industrial Area, Phase - I, New Delhi – 110 020** 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 transfer, 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, statements, 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.
- 9 The Transfer Agents 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 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's reasonable control.
- 12 The Company is primarily responsible for the work of share transfer work assigned to Transfer Agent. The Transfer Agent 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 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 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 dispatch. 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 15 days of receipt of the complaint during the currency of the agreement. This however, shall not exempt the Transfer Agent from redressing the complaint of the Investors within 15 days 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 attend necessary cooperation for the Transfer Agent complying with this Regulation.
- 16 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.
- 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.
- 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 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 re-negotiate 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 in advance to enable Transfer Agent to process all transfer, transposition, transmission and other share transfer related activities. The Company shall ensure that after the approval of transfer requests by transfer committee authorized persons, 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.
- 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 shall 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 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.
- 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 Resolutions, RBI Approval in case of NRI., Jumbo Transfer Deeds in case of Files Register of Members, Annual Returns/Return of Allotment, Interest/Dividend Register.
 - Correspondence with the Company, investors, SEBI, Stock Exchange and other statutes and other relevant documents pertaining to transfer activities.
 - 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.
 - 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 year 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.
- 24 Other conditions as mutually agreed between the Company and the Transfer Agent.
- 25 This Agreement shall be valid for a period starting from 14-01-2025 till the termination of contact by either of parties by giving one month notice subject to satisfactory performance of duties X
- 26 (a) This agreement shall be governed by and construed in accordance with the laws of India.
(b) In the event of a breach by any party, the defaulting party shall have the right to cure such breach within a period of ten (10) days of receipt of written notice of such breach by the non-defaulting. In the event that (i) such breach is not cured by the defaulting party within the aforesaid period, or (ii) any dispute or difference arises between the parties hereto as regards the validity and the negotiations, then any party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Company, one by the Registrar and the two arbitrators so appointed will appoint the third arbitrator). All the proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 and shall be conducted in English. The Arbitration shall be take place in Delhi, India. The Parties shall share the costs of such arbitration equally unless otherwise awarded or fixed by the arbitration Tribunal. The arbitral award shall state the reasons on which it is based.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE ON TO SET AND SUBSCRIBED
THEIR RESPECTIVE HANDS TO THIS AGREEMENT IN DUPLICATE ON THE DAY, MONTH, YEAR
AND PLACE FIRST MENTIONED.

SIGNED, AND DELIVERED

By the within named M/s SKYLINE FINANCIAL SERVICES PRIVATE LIMITED
through its authorized representative

Mr. Virender Kumar Rana

Signature _____

Witness 1

Mr. Pawan Singh Bisht

Signature _____

SIGNED, AND DELIVERED

By the within named M/s AVAX APPARELS AND ORNAMENTS LIMITED

through its authorized representative

Mr. _____
Director/Company Secretary

Witness 1

Mr./Ms : _____
Address

Signature _____

I. SPECIFIC ACTIVITIES

- (a) Transfer Agents will receive and attend promptly correspondence received from share/Debenture holders/ Company / Other bodies and will segregate the inward mail as transfer requests, request for endorsement as fully paid-up, receipt of call money, request for Change of address, Transmission, Transposition, Deletion of name, other letter from investors. 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/letter pertaining to above requests/complaints.
- (b) 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) Transfer Agents 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 scrutinizing, transfer deeds, transfer agents shall verify date of presentation, transfer's particulars, certificates enclosed, transferors signature with specimen signature record, verify the value of stamps, thumb impressions needs to be attested by Magistrate / Bank managers or notarized as the case may be, 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/Debentures 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) After receipt of approval of transfer proposals by the Board committee, transfer agent shall endorse on the back of the certificates authenticating the transfer of share/debenture in the name of transferees. In case of endorsement by Transfer Agent, companies shall authorize Transfer Agents to do so by passing a resolution in its Meeting of Committee of Board of Directors.
- (h) In case of endorsement of share/debenture certificates, company / Transfer Agent shall ensure that the authentication is done by an authorized signatory.
- (i) Transfer Agent shall dispatch the transferred share/debenture certificates under a covering letter. Transfer Agent shall maintain postal journal / dispatch register for the dispatch of transferred certificates. The documents may indicate the date of dispatch and name of post office where the dispatch has been made.
- (j) 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.

- (k) 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 share / debenture holders.

(l) Cutting the specimen signature of the new share/debenture holders, pasting and maintaining specimen signature cards up-to-date. Specimen signature cards of shares and /debenture holders with nil holding will be removed and stored separately. Transfer Agents may capture the signatures with the help of signature scanner and store in the computers.

(m) 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 agents 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 dispatch to transferee.

II. GENERAL

- 1 Attending to correspondence regarding change of address, consolidation/ split of certificates, non-receipt of share/debenture certificates, dividend/interest warrants and other letters received from the Company etc.
 - 2 Printing of new share/Debenture Certificate in lieu of misplaced, lost, mutilated certificates, Transfer Agent shall issue new Certificates against request for consolidation or split.
 - 3 Transfer Agent shall update all records and generate all reports and returns required for the AGM/Extraordinary General Meeting, dispatch annual reports, circulars and notices, etc. to share/debenture holders.
 - 4 Transfer Agents shall process and print dividend warrants/interest warrants/call notices to share/debenture holders.
 - 5 In case of rights issues, companies shall inform transfer agents and other bodies about the record date and give sufficient time to transfer agent to affect all transfers, update all records. Transfer Agents shall dispatch 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 Transfer Agents shall maintain Register of Members and all related records. The records will be kept up to date by incorporating changes therein during the year.
 - 7 Any other reports, statements as mutually agreed between company and the transfer agent.

For AVAX APPARELS AND ORNAMENTS LIMITED For SKYLINE FINANCIAL SERVICES PVT. LTD.

Director/Company Secretary
Place:
Date:

Director

PRICE SCHEDULE

AVAX APPARELS AND ORNAMENTS LIMITED

| | | |
|--|-------|--|
| AVAX APPARELS AND ORNAMENTS LIMITED | | |
| A. | (i) | A Lump sum charges for physical Share Transfer work |
| | (ii) | A Lump sum Charges for Electronic Connectivity (Charges shall apply once the connectivity is established) |
| | | Total (i) + (ii) |
| | | Rs.5,000/- P.M.+ GST |
| B. | | Charges for other activities: |
| | (i) | Processing of Dividend,(If Any) (Subject to minimum charges Rs.10,000/) |
| | (ii) | Corporate Action Charges (If Any) |
| | (iii) | Special Corporate action like Bonus/Rights etc.,(If Any) |
| | (iv) | Special BENPOS/Movement Register charges,(If Any) |
| C. | | ISIN Activation other than Equity [if Any] |
| D. | | E-Voting Charges [If Any] |
| | (i) | Up to 5000 Shareholders – Per Event or Above 5000 Shareholders – Per Event |
| E. | | AGM /VC/OAVM /Virtual Meetings Charges |
| | | Email Charges |
| F. | | Reimbursement of Actual expenses such As Postage, Courier, Telephone, Fax, Printing & Stationery, Conveyance and any other out of Pocket expenses. |
| G. | | Internal audit charges |
| H. | | Insurance Expenses |
| I. | | Charges to any other activity not specified shall be charged separately. |
| J. | | Any new activity arising due to regulatory requirement |
| | | On mutually agreed terms |

The above charges are inclusive of all manual and computer work and exclude the cost of computer stationery , mailing charges, postage, binding, courier, legal charges, conveyance and any other out of pocket expenses.

The taxes as applicable shall be charged extra

TERM OF PAYMENT

- An advance of Rs. _____/- is payable along with the appointment letter which shall be adjusted at the end of the contract.
 - Our bills will be raised on a monthly basis for routine maintenance jobs to be paid within 7 days of submission of bills.
 - Charges towards revenue stamps, postage, envelops, dispatch, registry charges and major out of pocket expenses shall be payable in advance of the date of actual usage.
 - All additional work bills will be payable within 7 days of submission.
 - SFS undertake to keep confidential the records, files, documents and other information that is made available during the course of their assignment, except as required to be disclosed to SEBI or other Government Authorities.
 - Company should enter into an agreement which will be valid for till termination from the date of appointment. Service can be discontinued by giving three months notice by either party. Keeping in view the rise of cost of operations in due course of passage of time a revision of charges will be made at the end of one year from the date of appointment. The revision would be automatically applicable in view of increase of cost @10 % on annual basis to be effected from the beginning of each financial year.
 - We would be keeping the old records for one year with us. After that the same will be transferred to you for further preservation and safe keeping.

**For AVAX APPARELS AND ORNAMENTS
LIMITED** **For SKYLINE FINANCIAL SERVICES
PVT. LTD.**

Director/Company Secretary
Place:
Date: