



Central Depository Services (India) Limited

CDSL/SAC/SAK/EQ/13291 ✓ 28-June-2016 ✓



The Managing Director
HI-TECH WINDING SYSTEMS LIMITED ✓
403, SHIVALIK, OPP BANK OF
BARODA, NEAR CENTRAL MALL,
PANCHAVATI, AMBAWADI
AHMEDABAD - 380007
GUJARAT

Dear Sir/Madam,

Sub: ISIN Activation

We are pleased to inform you that your ISIN(s) as per the attached annexure have been made live in the CDSL system as per the application made by you. Your esteemed investors can now avail the depository services with any of the Depository Participants registered with CDSL which are spread over the length and breadth of our country.

For further clarifications in this regard, kindly contact: Ms. Vandita Jagasia / Mr. Sachin Kalsulkar / Ms. Rupali Bhojar on (022) - 22728690 / 22725084 / 22728665. Emails may be sent to: heenaj@cdslindia.com / sachink@cdslindia.com / rupalip@cdslindia.com.

Thanking you,
Yours faithfully,

For Central Depository Services (India) Limited

Sachin Kalsulkar
Dy. Manager- Admission Cell

C.C.: *SKYLINE FINANCIAL SERVICES PRIVATE LIMITED* ✓



Activation Date	ISIN	Issuer Name	Face Value Per Equity (in Rs.)	Total Issue Size (in Rs.)	RTA Name
28-June-2016	INE173V01013	HI-TECH WINDING SYSTEMS LIMITED#FORMERLY HI-TECH WINDING SYSTEMS PRIVATE LIMITED	10.00	4,85,79,000	SKYLINE FINANCIAL SERVICES PRIVATE LIMITED
Remarks:	N.A.				

Seal/Dulka
28/06/2016



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL078468030917980
Certificate Issued Date	: 25-Jan-2016 11:30 AM
Account Reference	: IMPACC (IV)/ dl764603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL764603141750854467670
Purchased by	: SKYLINE FINANCIAL SERVICES PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SKYLINE FINANCIAL SERVICES PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: SKYLINE FINANCIAL SERVICES PVT LTD
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line.

THIS NON-JUDICIAL STAMP PAPER IS FORMING PART OF TRI-PARTITE AGREEMENT EXECUTED BETWEEN CENTRAL DEPOSITORY SERVICES (INDIA) LIMITED, THE DEPOSITORY, HI-TECH WINDING SYSTEM LIMITED, THE ISSUER AND SKYLINE FINANCIAL SERVICES PRIVATE LIMITED, THE RTA



For Skyline Financial Services Pvt. Ltd.



Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.



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Certificate No.	: IN-DL078480970938470
Certificate Issued Date	: 25-Jan-2016 11:31 AM
Account Reference	: IMPACC (IV) dl764603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL764603141756942435820
Purchased by	: SKYLINE FINANCIAL SERVICES PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SKYLINE FINANCIAL SERVICES PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: SKYLINE FINANCIAL SERVICES PVT LTD
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



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Certificate No. : IN-DL078475123544460
Certificate Issued Date : 25-Jan-2016 11:30 AM
Account Reference : IMPACC (IV)/ dl764603/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL764603141752962637720
Purchased by : SKYLINE FINANCIAL SERVICES PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SKYLINE FINANCIAL SERVICES PVT LTD
Second Party : Not Applicable
Stamp Duty Paid By : SKYLINE FINANCIAL SERVICES PVT LTD
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



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

This Agreement made and entered into Mumbai at this 28th day of June, 2016 between **CENTRAL DEPOSITORY SERVICES (INDIA) LIMITED** a company incorporated under the Companies Act, 1956, having its Registered Office at Phiroze Jeejeebhoy Towers, 17th Floor, Dalal Street, Mumbai - 400 001 (hereinafter called "CDSL") of the First Part H3-TECH WINDING SYSTEM LIMITED; (description of the legal entity), having its office / registered office at 1103 SHIVALIK OPP BANK OF BARODA, NEAR CENTRAL MALL PANCHAJATI AMBAWADI AHMEDABAD, hereinafter called "the Issuer" of the Second Part; AND SKYLINE FINANCIAL SERVICES PVT. LTD (description of the legal entity of the Registrar to an Issue and/or Share Transfer Agent) having his/ its office / registered office at D-153A, 1ST FLOOR, OKLA INDUSTRIAL AREA, P-11 hereinafter called "the RTA" of the Third Part. NEAR DELHI - 110020

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 INR000003241 dated 11/01/2012 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



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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 the same extent as if the same 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.

2.2 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.



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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 :



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- 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



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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 dematerialisation 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 dematerialisation and for the safe custody thereof pending cancellation, mutilation or destruction.

- 9.14. The Issuer and/or the RTA agrees and undertakes that the record of certificates of securities which have been dematerialised will be maintained by the Issuer and /or the RTA in such manner as may be specified in the Bye Laws and Operating Instructions and shall, upon termination of this Agreement or upon the RTA ceasing to act as such in respect of the securities, entrust all such records to the care and custody of the Issuer.
- 9.15. The Issuer/RTA shall not permit dematerialisation of any eligible securities admitted into CDSL unless and until the Issuer/RTA ascertain that all necessary permissions, sanctions, approvals from the concerned authority/ies including, but not limited to, stock exchange/s, Department of Company Affairs, Registrar of Companies, SEBI, RBI, etc., have been obtained and the procedures as laid down in the Operating Instructions and/or any communication issued by CDSL from time to time in that behalf have been duly complied with.
- 9.16. The Issuer/RTA confirms that such dematerialisation is not in contravention with the provisions of the Act, Regulations, these Bye Laws and Operating Instructions issued by CDSL from time to time.
- 9.17. The Issuer/RTA shall at all times strictly ensure that the aggregate of securities under each ISIN in dematerialised form held in the depositories and the securities held in physical form is not higher than the securities which are listed on the stock exchange/ s and in case of unlisted securities, the aggregate of securities under each ISIN in dematerialised form held in the depositories together with the securities held in physical form is not higher than the securities duly allotted in accordance with law and duly notified to the office of the Registrar of Companies and/or any other authority empowered in that behalf by filing such forms, declarations, undertakings and other writings within such period and in such manner as may be prescribed in law. The Issuer/RTA shall carry out reconciliation on daily basis. Provided however that the provisions of this Bye Law shall not be applicable to securities issued by the Public Sector Undertakings where the securities held by the Central or the State Government are not listed with the stock exchange/s.

10. Rematerialisation

- 10.1. On receipt of an electronic intimation by CDSL from the Participant of his/its having received the Rematerialisation Request Form (RRF) from a beneficial owner, CDSL shall immediately block the balance of the relevant securities lying in the account of the concerned beneficial owner to the extent of the quantity for which rematerialisation is sought and shall intimate electronically all such rematerialisation requests to the RTA on a daily basis. Once the said balance is blocked as aforesaid, CDSL shall not permit any debits or creation of any pledge or hypothecation in respect of the blocked securities pending rematerialisation.
- 10.2. On receipt of the RRF from the Participant, the RTA shall match the particulars contained in the RRF with the particulars made available by CDSL on the computer system and upon satisfying itself as to the accuracy of the particulars set out in the RRF, the RTA shall confirm electronically to CDSL and the concerned participant that the RRF has been accepted. Thereafter, the RTA shall despatch the security certificates arising out of the rematerialisation request within a period of thirty days from the receipt of such RRF to the beneficial owner named in the RRF at the address set out therein taking such precautions as may be necessary against loss in transit.



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- 10.3. On receipt of an intimation of acceptance of the RRF from the RTA, CDSL shall reduce the security balances to the extent of the rematerialised securities in the concerned beneficial owner's account. The RTA shall send an intimation to this effect to every stock exchange where the rematerialised securities are listed. Such intimation shall be sent by the RTA at such periodic intervals as may be specified by the concerned stock exchange or in Operating Instructions
- 10.4. The RTA shall retain the RRF with it for such period as may be specified by law in that behalf subject to a minimum period of five years.
- 10.5. The Issuer or the RTA may charge such amount by way of rematerialisation charges as may be agreed upon by the Issuer and/or the RTA and CDSL.

11. Fresh Issue of Securities

- 11.1. Where, the Issuer makes any further issues of the securities, the Issuer and/or the RTA shall furnish to CDSL allotment details in the manner required by CDSL, of all beneficial owners who have opted for holding the newly allotted securities in dematerialised form in CDSL.

12. Procedure where identity of Beneficial Owner is not established

- 12.1. In the event of an intimation being received by CDSL from the Issuer and/or the RTA for credit of securities to the account of any beneficial owner whose identity cannot be established in CDSL, CDSL may reject such request and give details of such rejection for rectification by the Issuer and/or the RTA to be dealt with as may be deemed fit by the Issuer and/or the RTA.

13. Corporate Action / Benefits

- 13.1. CDSL undertakes to provide a list of beneficial owners with relevant details to the Issuer and/or the RTA as of the book closure date /record date or specified date (in accordance with Regulation 19 of the Securities and Exchange Board of India (Substantial Acquisition and Takeover) Regulation, 1997) CDSL shall indemnify the Issuer and /or the RTA for any loss that may be caused to the Issuer and /or the RTA by reason of any incorrect or inaccurate information relating to beneficial owners and/ or their holdings being furnished by CDSL to the Issuer and/or the RTA.
- 13.2. The RTA shall, in respect of the securities, provide timely information to CDSL about all corporate action including book closure date, record dates, dates for payment of interest or dividend, dates for the annual general meeting and other meetings, dates of redemption or maturity of securities, dates of conversion of debt into equity, dates of exercising warrants, call money dates, details of other corporate action such as merger, amalgamation or reconstruction of the Issuer, reduction of capital, forfeiture, re-issue, conversion of debt into equity, sub-division or consolidation etc. and such other information as may be specified by CDSL from time to time.
- 13.3. The RTA shall be responsible for timely intimation of all corporate action to CDSL and the accuracy thereof as also for distribution of all corporate benefits. The Issuer and the RTA shall also be jointly responsible for the accuracy of advice as to corporate benefits conveyed by the Issuer and/or the RTA to CDSL. The Issuer and /or RTA shall indemnify CDSL for any loss that may be caused to CDSL by reason of any incorrect or inaccurate information furnished by the Issuer and/or RTA to CDSL.



14. Disputes relating to dematerialisation etc.

- 14.1. Should any claim, demand or dispute be raised by any party or person in respect of any securities that have been dematerialised and credited to the account of any beneficial owner by CDSL as per the intimation from the Issuer or the RTA or in respect of which any corporate benefits have been allotted by the Issuer and/or the RTA, the resolution of such claim, demand or dispute and the resultant liability, if any, arising therefrom, shall be the joint responsibility of the Issuer and the RTA and CDSL shall not in any manner be liable, responsible or answerable in that behalf.
- 14.2. Should any claim, demand or dispute be raised by any party or person in respect of any securities that have been rematerialised, barring any error or inaccuracy in the particulars contained in the RRF, the resolution of such claim, demand or dispute and the resultant liability, if any, arising therefrom, shall be the joint responsibility of the Issuer and the RTA and CDSL shall not in any manner be liable, responsible or answerable in that behalf.
- 14.3. It shall be the joint responsibility of the Issuer and the RTA to compensate any party or person aggrieved by reason of the Issuer and/or the RTA permitting dematerialisation or rematerialisation of any securities in respect of which any direction, order or decree of any court or tribunal or SEBI or Central or State Government or any other statutory or revenue authority stopping or restraining transfer or any order of attachment or any other prohibitory order is in force at the time of such dematerialisation or rematerialisation and the same has been served upon or otherwise intimated to the Issuer and/or the RTA.

15. Reconciliation of Records

- 15.1. The RTA shall reconcile the record of dematerialised securities with all the securities issued by it, on a daily basis in accordance with the Bye Laws.

16. Inspection by CDSL

- 16.1. CDSL shall be entitled to carry out inspection of the facilities, systems, records and books of the RTA relating to all dealings of the Issuer with it through such persons as may be authorised in that behalf by CDSL and the RTA shall permit the persons so authorised, entry into his/its premises during regular business hours on any working day and shall allow access to its facilities, systems, records and books and permit copies thereof to be made.

17. Events requiring immediate intimation by the Issuer to CDSL

- 17.1. The Issuer shall notify CDSL forthwith:
- 17.1.1. upon a petition for winding-up of the Issuer being presented in any court or a resolution being passed for winding up of the Issuer;
- 17.1.2. any scheme being framed for merger, amalgamation or reconstruction of the Issuer;
- 17.1.3. on its becoming aware of the presentation of any application or petition for its bankruptcy, insolvency, liquidation or attachment of its property;



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- 17.1.4. upon its becoming aware of any distress, execution, attachment or other process being threatened or levied by any statutory or revenue authority against the Issuer or its property for recovery of any taxes, duties, levies, penalties, cesses or dues;
- 17.1.5. upon any application being presented to any court for attachment of the assets or properties of the Issuer;
- 17.1.6. in case of any change in its financial conditions which may lead to its insolvency or winding-up or if it suffers a composition with its creditors;
- 17.1.7. upon convening of any meeting to consider a resolution for the appointment of a liquidator or receiver or administrator in respect of any of its properties or any other change in circumstances which could materially affect the business of the Issuer;
- 17.1.8. upon a receiver or administrator being appointed by any court in respect of the assets or properties of the Issuer;
- 17.1.9. upon any notice being received by the Issuer from any stock exchange on which any securities issued by the Issuer are listed or permitted to be traded, suspending trading or terminating listing of such securities on that exchange, including any show- cause or other notice threatening such action;
- 17.1.10. upon the Issuer becoming aware of any event or occurrence which is reasonably likely to materially affect its commercial viability or existence or its ability to perform its obligations under this Agreement.
- 17.1.11. any increase in or reduction of share capital or any other securities issued by the Issuer, and all Corporate Actions proposed to be undertaken by the Issuer.
- 17.1.12. any unreconciled balances reported during the process of reconciliation on a daily basis.

18. Events requiring immediate intimation by the RTA to CDSL.

- 18.1. The RTA shall notify CDSL forthwith:
 - 18.1.1. in case the RTA is an individual, in the event of his incapacity to act as such;
 - 18.1.2. in case the RTA is a partnership firm, in the event of dissolution of the firm or a notice being served under section 43 of the Indian Partnership Act, 1932 or a suit being filed under section 44 of that Act;
 - 18.1.3. in case the RTA is a company or a body corporate, upon a petition for winding up being presented in any court or a resolution being passed for winding up of the RTA;
 - 18.1.4. any scheme being framed for merger, amalgamation or reconstruction of the RTA;
 - 18.1.5. on his/its becoming aware of the presentation of any application or petition for its bankruptcy, insolvency, liquidation or attachment of its property;
 - 18.1.6. upon his/its becoming aware of any distress, execution, attachment or other process being threatened or levied by any statutory or revenue authority against the RTA or his/its property for recovery of any taxes, duties, levies, penalties, cesses or dues;
 - 18.1.7. upon any application being presented to any court for attachment of the assets or properties of the RTA;



- 18.1.8. in the case of any change in his/its financial conditions which may lead to its insolvency or dissolution or winding-up or if it suffers a composition with its creditors;
- 18.1.9. upon the convening of any meeting to consider a resolution for the appointment of a liquidator or receiver or administrator in respect of any of its properties or any other change in circumstances which could materially affect its capacity to act as a registrar to an issue and/or share transfer agent;
- 18.1.10. upon a receiver or administrator being appointed by any court in respect of the assets or properties of the RTA;
- 18.1.11. in the event of the RTA being an intermediary (in any capacity other than as a registrar and/or transfer agent) as contemplated by the Securities and Exchange Board of India Act, 1992, upon suspension or termination or de-registration of the RTA as such intermediary by SEBI or any other regulatory body or authority empowered to do so.
- 18.1.12. upon the RTA becoming aware of any event or occurrence which is reasonably likely to materially affect his/its commercial viability or existence or its ability to perform its obligations under this Agreement or which constitutes a material adverse change in the eligibility criteria laid down by SEBI or by other regulatory authority under any law in force for the time being.
- 18.1.13. any increase in or reduction of share capital or any other securities issued by the Issuer, and all Corporate Actions proposed to be undertaken by the Issuer.
- 18.1.14. any unreconciled balances reported during the process of reconciliation on a daily basis.

19. Authorised Representatives

- 19.1. The Issuer and the RTA shall, simultaneously with the execution of this Agreement furnish to CDSL, a list of officials authorised by the Issuer and the RTA, who shall represent and interact on behalf of the Issuer and the RTA with CDSL. Any changes in such list including additions, deletions or alterations thereto shall be forthwith communicated to CDSL.

20. Confidentiality

- 20.1. The parties hereto shall keep strictly confidential all technical and business information including but not limited to that which may be disclosed or confided to it by the other in the course of the performance of the obligations under this Agreement or under the Bye Laws and none of the parties hereto shall disclose the same to any third party without prior approval of the other party hereto.
- 20.2. Any party hereto shall be at liberty to permit inspection or allow extracts to be made at any time of such details, particulars, data or information relating to any beneficial owner and/or his account to such extent and in such manner as may be required by any law in force for the time being and to provide or disclose such details, particulars, data or information relating to any beneficial owner and/or his account as may be required or directed by any court, tribunal, Central or State Government, SEBI or any regulatory or revenue authority empowered by law in that behalf or as may be required for compliance with any obligations in law or for enforcement of any of its rights or for protection of its interest without reference or recourse to the other provided however that save and except as mentioned hereinabove, the Issuer and/ or the RTA shall not divulge or permit or suffer to be disclosed any such details, particulars, data or information relating to any



For Skyline Financial Services Pvt. Ltd.
 Authorized Signatory

beneficial owner and/or his account, to any party or person and shall hold such details, particulars, data and information in strict confidence.

21. Change in address

21.1. The Issuer and the RTA shall inform CDSL of any proposed change in the address of the Office/ Registered Office of the Issuer and the RTA as also of any change of the location of the premises where the equipment for maintenance of computerized records, back-up facilities and communication with CDSL are situated, at least thirty days before the date of such change.

22. Back-up facilities

22.1. The RTA shall strictly follow the back-up procedure recommended by CDSL. A copy of the latest back-up of the data base shall at all times be maintained at a remote site. CDSL shall not be liable to the RTA for any loss or damage arising out of failure on the part of the RTA to maintain up to date back-up of the computer programme and the relevant data.

22.2. The RTA shall permit access to any person/s designated by CDSL to inspect his/its back-up facilities and shall make available to CDSL such extracts or reports of the records maintained at the said back-up facilities as may be required by CDSL.

23. Disaster Recovery Plan

23.1. The RTA shall forthwith inform CDSL of any loss or failure of connectivity between the RTA and CDSL.

23.2. The RTA shall strictly adhere to such plan, scheme or procedure (to be known as "Disaster Recovery Plan") as CDSL may specify in that behalf for meeting any situation or eventuality resulting in loss of connectivity or failure of communication, loss or corruption of data or loss or damage to equipment, hardware or software whether by reason of any technical failure, unauthorised access, calamity, accident, sabotage or disaster or otherwise.

24. Redressal of grievances / complaints of beneficial owners

24.1. All grievances/complaints of beneficial owners in respect of the securities as pertain to the matters within the exclusive domain or control of the Issuer/RTA shall be attended to and resolved by the Issuer/RTA within thirty days of such grievance/complaint being brought to the notice of the Issuer/RTA and in respect of all other grievances/complaints the Issuer/RTA shall expeditiously pursue the resolution of the grievance/complaint with CDSL and the concerned participant/s or the Clearing Corporation as may be necessary in that behalf. The Issuer/RTA shall keep the depository informed about the number and nature of grievances redressed by it and the number of grievances pending before it.

25. Prohibition against Assignment etc.

25.1. The functions, rights or obligations under this Agreement shall not be assigned or delegated to any party or person by the RTA without the express prior written consent of CDSL. Any purported assignment or delegation in contravention of the terms of this Agreement shall be null and void. For the purpose of this clause, any substantial change



For Skyline Financial Services Pvt. Ltd.

Authorized Signatory

in the share holding pattern or the constitution of the Board of Directors or in the composition of the partnership shall constitute an assignment of the business.

26. Joint Liability

26.1. Notwithstanding anything contained herein or in any agreement between the Issuer and the RTA, the Issuer and the RTA shall be jointly and severally responsible and liable to CDSL, its participants and beneficial owners for compliance with all obligations under this Agreement as also under the Bye Laws and Operating Instructions.

27. Termination

27.1. Neither the Issuer nor the RTA shall terminate this Agreement or arrangement with each other in respect of the securities unless and until CDSL shall have been intimated of the proposed termination at least one month prior to the termination and the Issuer shall have either caused some other registrar or transfer agent to enter into a similar tripartite agreement with CDSL or the Issuer shall have entered into a bipartite agreement with CDSL in the manner specified in the Bye-Laws in respect of the securities.

Upon failure of an issuer to either cause some other RTA to enter into a tripartite agreement with CDSL or itself enter into a bipartite agreement with CDSL on or before the expiry of the stipulated period, issuer shall be deemed to have entered into bipartite agreement with CDSL and CDSL shall create an RTA ID for that issuer with description as "Issuer Name - Closed/Non-Functional/Terminated RTA" and the link of ISIN of the issuer shall be changed from its existing RTA ID to the new RTA ID of "Issuer Name Closed/Non-Functional/Terminated RTA". The dematerialisation and rematerialisation requests will not be processed till issuer appoints another RTA who in turn enters into a tripartite agreement or issuer enters into a bipartite agreement with CDSL.

27.2. CDSL may, at any time, terminate this Agreement if it is of the opinion that the RTA is in breach or default of the Act, Regulations, Bye-Laws or Operating Instructions or of the terms and conditions contained herein or is otherwise conducting itself in a manner which is not conducive to the orderly functioning of CDSL. In such event, CDSL shall issue a notice of termination to the RTA effective upon the expiry of thirty days from the date of service on the RTA and shall simultaneously serve notice on the Issuer calling upon the issuer to either cause some other Registrar to an Issue/Share Transfer Agent, as the case may be, to enter into a similar tripartite agreement with CDSL or itself enter into a bi-partite agreement with CDSL on or before the expiry of the said period of thirty days.

Upon failure of an issuer to either cause some other RTA to enter into a tripartite agreement with CDSL or itself enter into a bipartite agreement with CDSL on or before the expiry of the stipulated period, issuer shall be deemed to have entered into bipartite agreement with CDSL and CDSL shall create an RTA ID for that issuer with description as "Issuer name - Closed/Non-Functional/Terminated RTA" and the ISIN of the issuer shall be changed from its existing RTA ID to the new RTA ID of "Issuer name - Closed/Non-Functional/Terminated RTA". The dematerialisation and rematerialisation requests will not be processed till issuer appoints another RTA who in turn enters into a tripartite agreement or issuer enters into a bipartite agreement with CDSL.

27.3. In the event of termination as aforesaid, the RTA shall be required to meet all its outstanding obligations to CDSL, whether incurred while the RTA was acting as such or incurred thereafter but arising out of any action, transaction or dealings by the RTA during the currency of this Agreement provided however that in the event of the RTA



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failing to carry out its outstanding obligations as aforesaid, the Issuer shall itself carry out such outstanding obligations.

- 27.4. Notwithstanding termination of this Agreement by CDSL or by the RTA, the provisions of this Agreement and all mutual rights and obligations arising therefrom shall, except in so far as the same is contrary to or inconsistent with such termination, continue to be binding on the parties in respect of all acts, deeds, matters and things done and transactions effected during the period when this Agreement was effective.

28. Indemnity

- 28.1. The Issuer and the RTA do jointly and severally agree and undertake to indemnify and keep indemnified and saved harmless CDSL, its employees or servants from and against all claims, demands, penalties, suits, action, litigation, arbitration, prosecution and any proceedings whatsoever and all costs, charges and expenses relating thereto and any harm, loss, damage or injury suffered or incurred by CDSL and/or any of its participants by reason of or as a consequence of the Issuer and/or the RTA furnishing any false or incorrect information to CDSL or permitting dematerialisation or rematerialisation of securities in breach of any order, decree, injunction, covenant or law in force or permitting dematerialisation of securities on the strength of certificates or documents which are found to be forged, counterfeit, fake or cancelled or in respect of which duplicates/ replacements / renewals have been issued or the Issuer and/or the RTA otherwise committing any default in observance of its obligations under the Bye Laws or Operating Instructions or under this Agreement.

- 28.2. CDSL agrees and undertakes to indemnify and keep indemnified and saved harmless the Issuer and the RTA from and against all harm, loss, damage or injury, claims, demands, suits, actions, litigations, prosecutions and all other proceedings whatsoever and all cost, charges and expenses relating thereto suffered and incurred by the Issuer and the RTA by reason of or as a consequence of any breach, default or negligence on the part of CDSL, its employees or servants in complying with its obligations under the Act, the Regulations, the Bye Laws, this Agreement or Operating Instructions.

29. Stamp duty

- 29.1. Any stamp duty (including interest or penalty levied thereon) payable on this Agreement and/or any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Issuer/RTA.

30. Force Majeure etc.

- 30.1. Notwithstanding anything contained herein or in the Bye Laws, none of the parties hereto shall be liable to indemnify or compensate the other for any breach, nonperformance or delay in performance of any obligations under this Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, 8 [hacking,] unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.



31. Service of Notice

31.1 Any notice or communication required to be given under this agreement shall be in writing, and shall be legally effective only when it is delivered to the addressee at the last known address in the manner prescribed in the operating instructions.

32. Severability

32.1 If any provision of this Agreement shall be held or adjudged by any competent court, tribunal or regulatory authority to be unlawful, void or unenforceable or if any such provision is rendered void or unenforceable by reason of any statutory amendment, notification or any judicial decision, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement but shall not in any way effect the validity or enforcement of the rest of the provisions of this Agreement which shall continue to apply with full force and effect.

33. Amendments/Modifications at SEBI's instance to be binding

33.1 The parties hereto shall be bound by any additions, alterations, modifications, amendments or deletions to this Agreement or to any provisions thereof as may be required or directed by SEBI and shall execute all such deeds, documents or writings as may be required for giving effect thereto.

34. No Waiver

34.1 None of the parties hereto shall be deemed to have waived, abandoned or relinquished any right, power, privilege or remedy available to it under this Agreement or in law except by a writing executed in that behalf and no failure or delay on the part of any of the parties hereto in the exercise of such right, power, privilege or remedy shall operate as a waiver thereof or as a waiver of any preceeding or succeeding breach by the other party to this Agreement nor shall any single or any partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy available under this Agreement or otherwise available in law or in equity it being agreed that all such rights, powers, privileges and remedies are several and cumulative of each other.

35. Arbitration and Conciliation

35.1 The parties hereto shall, in respect of all disputes and differences that may arise amongst them abide by the provisions relating to arbitration and conciliation specified under the Bye Laws. The place of arbitration shall be Mumbai.

36. Governing Language

36.1 All deeds, documents and writings that may be executed and all correspondence that may be exchanged between the parties hereto in relation to the subject matter of this Agreement shall be in English language, which shall be the governing language between the parties hereto.



For Skyline Financial Services Pvt. Ltd.
Authorized Signatory

37. **Governing Law**

37.1. This Agreement shall be governed by and construed in accordance with the laws in force in India.

38. **Jurisdiction**

38.1. The parties hereto agree to submit to the exclusive jurisdiction of the courts in Mumbai.

39. **Headings**

39.1. The headings in this Agreement are for convenience and reference only and shall in no way affect the construction or interpretation of this Agreement.

40. **Interpretation**

40.1. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and vice versa and any reference to any statute, enactment or legislation or any provision thereof shall include any amendment thereto or any re-enactment thereof.

41. **Execution of Agreement**

41.1. This Agreement is executed in triplicate and a copy each shall be retained by each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to this Agreement in triplicate on the day, month, year and place first hereinabove mentioned.

SIGNED AND DELIVERED

by the within named)
CENTRAL DEPOSITORY)
SERVICES (INDIA) LTD)
by the hand of its authorised)
representative Shri PRASHANT)
in the presence of Neha)

For Central Depository Services (India) Limited

P. Kokate
Authorized Signatory

KOKATE)
X)
X mf)

SIGNED AND DELIVERED

by the within named Issuer)
Hitech Winding Systems Ltd.)
by the hand of its authorised)
representative Shri Haxi Prasad Khetan)
in the presence of Rajun Patel)



X)
X Rajun Patel)

SIGNED AND DELIVERED

by the within named RTA)
SKYLINE FINANCIAL SERVICES PVT. LTD.)
by the hand of its authorised)
representative Shri Vishal Kulkarni)
in the presence of Nisha)

For Skyline Financial Services Pvt. Ltd.

[Signature]
Authorized Signatory

X)
X Nisha)

X [Signature]

Ms. Sameeksha S. Surve
Officer Code - 423
Punjab & Maharashtra
240, Shankar
Mumbai - 400 022.

Punjab And Maharashtra Co-operative
Bank Limited, Sion Branch,
240, Shankar Sadan, Opp. Matulachmi
Hospital, Sion (E), Mumbai-400 022.

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SPECIAL
ADHESIVE
महाराष्ट्र
APR 21 2016

TRIPARTITE AGREEMENT BETWEEN THE ISSUER, REGISTRAR AND THE NATIONAL
SECURITIES DEPOSITORY LIMITED

This Tripartite Agreement made and entered into on this 05th day of July 2016
at Mumbai between HI-TECH WINDING INDUSTRIES LIMITED

a Company incorporated and registered under the provisions of the Companies Act, 1956/2013 and having its Registered Office Address: 403, SHIVALIK OPP. BANK OF BARODA, PANCHVATI FIVE ROAD, AMBAWADI, AHMEDABAD - 380 006.

(hereinafter called the "Issuer" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title, SKYLINE FINANCIAL SERVICES PRIVATE LIMITED its Registrar and Transfer Agent and having its Registered Office at: D-153A FIRST FLOOR MKHLA INDUSTRIAL AREA PHASE I NEW DELHI - 110020

(hereinafter called the "R & T Agent" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) and the National Securities Depository Limited, having its Registered Office at Trade World, A Wing, 4th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013 (herein after called the "NSDL").

Witnesseth as Follows

WHEREAS The Issuer and or its Registrar and Transfer Agent has furnished, to the NSDL an application dated 16.04.2016 for its Equity bearing ISIN INE 173V01013 being admitted as an 'eligible security' in the depository system and whereas the second undersigned is working as the R & T Agent of the Issuer.

NOW THEREFORE in consideration of the NSDL having agreed to admit the securities of the Issuer as being eligible for being admitted on the depository system, the parties to this Tripartite Agreement hereby covenant and agree as follows:

1. The Issuer and/or the R & T Agent agree and undertake to comply with the provisions of the Bye Laws and the Business Rules of NSDL, wherever applicable.
2. The Issuer, its R & T Agent and NSDL hereby agree that the Bye Laws and Business Rules of NSDL shall be part of the terms and conditions of every agreement, contract or transaction between the parties to the agreement.
3. The Issuer and /or its R & T Agent shall be bound by any amendment to the Bye Laws and Business Rules of NSDL with respect to any transaction occurring subsequent to the time of such amendment. Such amendment shall take effect as if it were originally a part of the Bye Laws and Business Rules of NSDL.
4. The agreement and all contracts and transactions effected by the Issuer and /or its R & T Agent under the Bye Laws and Business Rules of NSDL or through the facilities of NSDL shall be governed by and be construed in accordance with the provisions of the relevant laws as well as the rules and regulations of the Regulatory Bodies having jurisdiction in respect of the same from time to time.
5. The Issuer and/or R & T Agent shall furnish a list of authorized officials who shall represent and interact on behalf of the Issuer and/or R & T Agent with NSDL within fifteen days of the execution of this agreement and any changes including additions/deletions thereof shall be communicated to NSDL within fifteen days of such change.
6. The Issuer shall send to NSDL copies of the letters approving listing and commencement of trading issued by the relevant stock exchanges in respect of securities held in dematerialised form with NSDL.
7. NSDL shall allocate unique identity codes to both the Issuer and /or its R & T Agent.
8. The Issuer and its R & T Agent shall establish continuous electronic means of communication with NSDL and NSDL shall provide necessary manuals & procedural guidelines to the Issuer and /or its R & T Agent, as is necessary for effective and prompt conduct of the business of the Depository. The Issuer and/or its R & T Agent shall maintain such systems, procedures, means of communication, adequate infrastructure, hardware, software security devices and back-up facilities as may be prescribed by NSDL.
9. The Issuer and/or its R & T Agent shall strictly follow the backup procedure recommended by NSDL. A copy of the latest back-up of database and subsequently incremental backup shall be maintained at a designated remote site.

For Skyline Financial Services Pvt. Ltd.

Authorised Signatory



10. The Issuer and/or its R & T Agent shall comply with all the systems and procedures recommended by NSDL and shall allow access to their systems by NSDL designated EDP Audit Team for periodic assessment of compliance with systems and procedures.
11. The Issuer and/or its R & T Agent agree that NSDL shall not be liable to the Issuer and/or its R & T Agent for any loss arising out of any failure of the Issuer and/or its R & T Agent to keep full and upto date security copies (backup) of computer programme and data it uses in accordance with the best computing practice.
12. The Issuer shall inform NSDL on the next day on which the information is being sent to the stock exchanges in which the eligible securities are listed, about the dates from which new shares arising out of conversions, further issues, final call payments, etc. become pari-passu with its existing shares.
13. The Issuer shall furnish information to NSDL of any further issues such as rights, bonus, public offerings with details viz.; opening and closing dates, issue size, issue price, record date, book closure, proportion, along with a copy of the offer document.
14. The Issuer shall give information to NSDL about book closures, record dates, dates for the payment of interest or dividend, dates for annual general meetings and other meetings, dates for redemption of debentures, dates for conversion of debentures and warrants, call money dates, amalgamation, merger, reduction of capital, reconstruction scheme of arrangement, subdivision, consolidation, and conversion of debentures/loans and such other information relating to any corporate action, on the next day it is being communicated to the relevant stock exchanges, where the eligible security is listed.
15. The Issuer and /or its R & T Agent undertakes that the dematerialisation and rematerialisation requests are processed within fifteen and thirty days respectively. However, it is agreed that in case of bulk dematerialisation requests, this period may be extended to thirty days.
16. The Issuer and/or its R & T Agent undertakes that no dematerialisation requests shall be accepted when there are any prohibitory order, stop transfer, attachment order, or disputed title, on the day of such request. It is agreed that where a court order has been received by the Issuer and/ or its R & T Agent or where there are court orders against any transfer request, if such a request is entertained, the Issuer and/or its R & T Agent shall be entirely responsible. The Issuer and/or its R & T Agent agrees to be fully responsible for destruction, mutilation and cancellation of certificates received and accepted by it for dematerialisation.
17. It is agreed that the Issuer and /or its R & T Agent will continue to be responsible for corporate actions. The NSDL undertakes to provide the list of beneficial owners with suitable details to the Issuer or R & T Agent as of the record date. This list shall be provided by the NSDL fifteen days after such request has been received by the NSDL. In the event of any loss caused to the Issuer and/or its R & T Agent, in respect of any incorrect information relating to the Client, furnished by NSDL or its Participant, NSDL shall indemnify such losses.
18. The Issuer and/or its R & T Agent shall indemnify NSDL in respect of any loss or liability incurred, or any claim arising in respect of any incorrect information furnished by the Issuer and/or its R & T Agent in respect of the operations of the Depository.
19. Any claims, disputes or liabilities arising in respect of any securities which have been rematerialised under intimation from the Issuer and/or its R & T Agent to NSDL after the dispatch of such securities' certificates in the manner laid down under the Bye Laws shall be settled between the Issuer and/or its R & T Agent and the owner of such securities.
20. In the case of securities that have been dematerialised and electronically credited to the accounts of the Clients in NSDL under intimation from the Issuer and/or its R & T Agent in the manner laid down under the Bye Laws, any claims, disputes or liabilities or cause of action from a third party arising in respect of such securities pertaining to any fake or forged securities shall be settled between the Issuer and /or its R & T Agent and such third party.
21. NSDL may authorise persons who, shall have the right to enter during the regular business hours, on any working day, the premises of such Issuer and/or its R & T Agent where the records relating to the depository operations are being maintained and inspect, and take copies thereof.
22. NSDL shall provide reports updating details of Beneficial Owners on a fortnightly basis to the Issuer and/or its R & T Agent.
23. NSDL shall provide the details of the list of Beneficial Owners as well as the pending requests for Dematerialisation and Rematerialisation that may be required by the Issuer and/or its R & T Agent from time to time on the payment of such charges as may be provided in the Business Rules. Such information shall be provided within fifteen days from the date of making such request and where the list of Beneficial Owners is required as on a particular date, the same

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shall be provided within a period of fifteen days after such date or fifteen days from the date of receipt of such request by the NSDL whichever is later.

24. NSDL shall in its discretion provide any other details that may be required by the Issuer and/or its R & T Agent from time to time on the payment of such charges as it may deem fit.
25. The Issuer and/or R & T Agent shall inform NSDL of any proposed changes in the address of the Registered Offices, Corporate Office, or of the location where the equipment for communication with NSDL is situated not less than thirty days before the date of such change.
26. NSDL shall inform the Issuer and/or its R & T Agent of any proposed changes in the address of its Registered Office or Corporate Office not less than thirty days before the date of such change.
27. The Issuer shall not change, discontinue or substitute its R & T Agent unless the alternative arrangement has been agreed to by NSDL.
28. The Issuer and/or its R & T Agent shall not assign to any other person/entity its functions & obligations, relating to transactions with the Depository, without the approval of NSDL.
29. All parties to this Agreement shall resolve the grievances of the Beneficial Owners within a period of twenty-one days, from the date of receipt of the complaint, concerning NSDL, the Issuer and/or its R & T agents.
30. All parties to this Agreement shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of NSDL and that such procedure shall be applicable to any disputes between the NSDL and the Issuer and/or R & T Agent.
31. All parties to this Agreement further agree that all claims, differences and disputes, arising out of or in relation to dealings on the Depository including any agreements, contracts and transactions made subject to the Bye Laws or Business Rules of the NSDL or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions, agreements and contracts have been entered into or not, shall be subject to the exclusive jurisdiction of the Courts at Mumbai only.

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

SIGNED, AND DELIVERED

By the within named

HI-TECH WINDING SYSTEM LIMITED

through its authorised representative

Name: HARIPRASAD KHATAN :

Designation: DIRECTOR

in the presence of: SANJAY SHAH :



SIGNED, AND DELIVERED

By the within named

SKYLINE FINANCIAL SERVICES PRIVATE LIMITED

through its authorised representative

Name: VIRENDER RANA :

For Skyline Financial Services Pvt. Ltd.

Designation: VICE PRESIDENT

in the presence of: SARBESH SINGH :

Authorised Signatory

SIGNED, AND DELIVERED

By the within named National Securities Depository Limited

through its authorised representative

Name: Khilona Behera :

Designation: Assistant Vice President

in the presence of: [Signature] :

HI- TECH WINDING SYSTEMS LIMITED

CIN: L22122GJ1988PLC010503

REG. OFFICE: 08 / GOKUL COMPLEX, OPP. NAGRI HOSPITAL, GUJARAT COLLEGE ROAD,
ELLISBRIDGE AHMEDABAD GJ 380006 IN

Email: hitechwindingsystemslimited@gmail.com Contact No.: +91 - 70432 30374

Date:

Skyline Financial Services Pvt. Ltd.

D-153/A, First Floor,

Okhla Industrial Area, Phase - I,

New Delhi-110020.

Sub: Extension of Agreement

Dear Sir,

Please refer to the aforesaid subject. As per mutual consent, the validity of the agreement dated 30.05.2015 is being extended for the further period from 01.06.2018 to till termination with effect from 01.06.2018 This letter will form part of the Agreement dated 30.05.2015.

Thanking you!

For HI-Tech Winding Systems Limited

Name of Signatory

Designation



HI- TECH WINDING SYSTEMS LIMITED

CIN: L22122GJ1988PLC016503

REG. OFFICE: 08 / GOKUL COMPLEX, OPP. NAGRI HOSPITAL, GUJARAT COLLEGE ROAD,
ELLISBRIDGE, AHMEDABAD GJ 380006

Email: info@hitechwindingsystems.com Contact No. +91-79422-40574

Date : 25.03.2019

Skyline Financial Services Pvt. Ltd.
D-153 A, First Floor,
Okhla Industrial Area, Phase - I,
New Delhi - 110 020

Sub: Extension of Agreement

Dear Sir,

Please refer to the aforesaid subject. As per mutual consent, the validity of the agreement dated 01.04.2016 is being extended for the further period from 01.04.2019 to till termination with effect from 01.04.2019. This letter will form part of the Agreement dated 01.04.2016.

Thanking you !

FOR, HI-TECH WINDING SYSTEMS LIMITED

C.D. Vag
C.D. Vag
DIRECTOR
CHANDU BHAI VAGHELIA
DIN: 05197958



HI- TECH WINDING SYSTEM LIMITED

CIN: L22122GJ1988PLC010503

REG. OFFICE: 403, SHIVAJI, OPP. BANK OF BARODA, NEAR CENTRAL MALL, PANCHVATI,
AMBAWADI, AHMEDABAD- 380 007

Email: hi-tech-winding-systems-limited@gmail.com Contact No: 791 70432 10774

Date - 09.04.2016

To,
Skyline Financial Services Pvt. Ltd.
D- 153/A, 1st Floor, Okhla Industrial Area
Phase - 1, New Delhi - 110020.

Sub: - Documents for authentication of Share Certificate and Signature.

With reference to above subject, I hereby Director of the Company inform you that board of members has decided to verify the documents of the requests received for transfer and also for demat along with signature of the transferee in order to check the authenticity of the shares so received from transferee.

Kindly, you are requested to send all such request list received by you.

Thanking You,
Yours Faithfully

For Hi-Tech Winding Systems Ltd.

C. D. Vaghela
Chandubhai Vaghela
Director
DIN: 05197958



13/4/16.

HI-TECH WINDING SYSTEM LIMITED

CIN: L22122GJ1988PLC010503

REGISTERED OFFICE: 403, SHIVALIK, OPP. BANK OF BARODA, NEAR CENTRAL MALL, PANCHVATI, AMBAWADI, AHMEDABAD -380 007

EMAIL: hitechwindingsystemslimited@gmail.com

Date: 01.04.2016

To
Skykine Financial Services Pvt. Ltd.
D-153 A, 1st Floor,
Okhla Industrial Area,
Phase - I, New Delhi - 110 020

Sub: Appointment as Share Transfer Agent

Dear Sir,

This is with reference to your proposal dated 23rd March, 2016 to act as Transfer Agent in Physical and Electronic mode. We are pleased to appoint you as our Share Transfer Agent w.e.f. 10th March, 2016

The terms for the work to be carried are enclosed in the Annexure attached herewith.

Thanking you

FOR, HI-TECH WINDING SYSTEM LIMITED



HARIPRASAD KHETAN
DIRECTOR
DIN: - 01228538

WLU

Mr. Jaymin Trivedi

CDSL

HI-TECH WINDING SYSTEM LIMITED

CIN: L22122GJ1988PLC010503

REG. OFFICE: 403, SHIVALIK, OPP. BANK OF BARODA, NEAR CENTRAL MALL, PANCHVATI,
AMBAWADI, AHMEDABAD- 380 007

Email: hitechwindingsystemslimited@gmail.com Contact No.: +91 - 70432 30374

Date: 09.04.2016

To,
Mr. Dinesh
Skyline Financial Services Private Limited
D-153 A, 1st Floor, Okhla Industrial Area,
Phase - I,
New Delhi - 110 020

Sub: - Regarding Depository connectivity.

Dear Sir,

With reference to the captioned subject, kindly find here with the documents of our company.
If any other documents are required please inform us as early as possible.

Thanking You,

For HI-TECH WINDING SYSTEMS LIMITED

Sd

Authorized Signatory



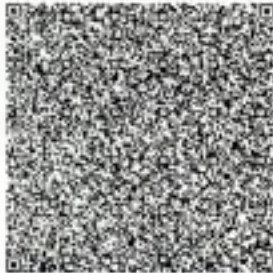
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL331594528409300
 Certificate Issued Date : 01-Apr-2016 12:12 PM
 Account Reference : IMPACC (IV)/ dl895503/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL895503651500525379900
 Purchased by : SKYLINE FINANCIAL SERVICES PVT LTD
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SKYLINE FINANCIAL SERVICES PVT LTD
 Second Party : Not Applicable
 Stamp Duty Paid By : SKYLINE FINANCIAL SERVICES PVT LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line.

THIS MEMORANDUM OF UNDERSTANDING MADE on 01/04/16 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 Hitech Windings System Ltd., a Company within the meaning of the Companies Act, 1956 and having its registered office at (hereinafter known as the

Company).
 WHEREAS



For Skyline Financial Services Pvt. Ltd.

Authorized Signatory

Page 1 of 5

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified in "www.shikrestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

- Dinesh
X ✓
- 1 That the Principal Company has 609 No. of shareholders/folios and has to render services relating to transfer, transmission etc. in accordance with its Article of Association.
 - 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.



For Skyline Financial Services Pvt. Ltd.

Page 2 of 5

Authorized Signatory

- 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 correspondants 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 agent 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



For Skyline Financial Services Pvt. Ltd.
Authorized Signatory

- 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 arising 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, mandales, 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 of 03 year(s) starting from 01/02/16 to 31/03/19 (Date). (The validity of period shall be minimum of one year) subject to satisfactory performance of duties.
- 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



Handwritten signature
X


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 Rana

For Skyline Financial Services Pvt. Ltd.


Authorised Signatory

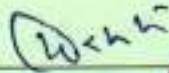
Witness 1

Mr. Nisha

Signature 

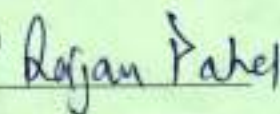
SIGNED, AND DELIVERED

By the within named M/s _____
through its authorized representative
Mr. _____
Director/Company Secretary





Witness 1

Mr./Ms. 

Signature 

Address

I. SPECIFIC ACTIVITIES

- (a) Transfer Agents will receive and attend promptly correspondence received from share/Debenture holders/ Company / Stock Exchange / SEBI / 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) 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. 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) The company agrees to conduct share/debenture transfer committee meetings fortnightly and as and when required to enable the transfer agent to complete the transfer of securities within the stipulated time under the companies Act / Listing Agreement.
- (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 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 Directors of Board of Directors.
- (i) In case of endorsement of share/debenture certificates, company / Transfer Agent shall ensure that the authentication is done by an authorized signatory.
- (j) 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.
- (k) 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 share / debenture holders.



- (m) 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.
- (n) 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 transferees.

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 company/SEBI/Stock Exchange 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

Director/Company
Place: New Delhi
Date:

A handwritten signature in black ink is written over a purple circular stamp. The stamp contains the text "M-Tech India Systems Ltd." around the perimeter and "NEW DELHI" in the center.

For Skyline Financial Services Private Limited

Authorised Signatory

A handwritten signature in blue ink is written over a blue circular stamp. The stamp contains the text "Skyline Financial Services Pvt. Ltd." around the perimeter and "New Delhi" in the center.

PRICE SCHEDULE - Hitech Windings System 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. 24,000/-P.A
B.		Charges for other activities:	
	(i)	Member index/ Labels	Rs. 0.25 Per folio
	(ii)	Annual Return	Rs. 0.20 Per folio
	(iii)	Transfer/Transposition / Split & Consolidation/Remat / Demat	Rs. 1.00 Per Certificate
	(iv)	Calculation and Printing of Dividend Warrants	Rs. 1/- Per Instrument
	(v)	Sale/Purchase Report	Rs. 200/- Per Report
C.		Shareholding Pattern.	Rs. 1000/- Per Shareholding Pattern
D.		Corporate Action Charges (If Any)	Rs. 1000/- Per Corporate Action
E.		Admitting in Preference share/ Debenture/NCD	Rs. 5000/- Per ISIN-P.A
F.		E-Voting Charges [If Any]	
	(i)	Up to 5000 Shareholders - Per Event	Rs. 5000.00
	(ii)	Above 5000 Share Holders - Per Event	Rs. 1/- Per Record
G.		Reimbursement of Actual expenses such As Postage, Courier, Telephone, Fax, Printing & Stationery, Conveyance and any other out of Pocket expenses.	Actual
H.		Charges to any other activity not specified shall be charged separately.	

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.



For Skyline Financial Services Pvt. Ltd.

Authorized Signatory

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 a period of three years from the date of appointment. Service can be discontinued by giving on month 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 Hitech Windings System Limited



Authorised Signatory/Director

Place:

Date:

For Skyline Financial Services Pvt. Ltd.



Authorised Signatory/Director

Company User Creation Form

1	Name of Company				
2	Previous Name (If Any)				
3	CIN				
4	Contact Person(s)	1		(M)	
		2		(M)	
		3		(M)	
6	Registered Email id(s)	1.			
		2.			
		3			
7	Name of Compliance Officer	Name : Mobile:			
8	Security Type	Equity Shares	Preference Shares	Debentures	Others (Specify Name)
	Distinctive Numbers				
	Total Shares				
	Total Records				
9	Stock Exchanges where the security is Listed				
9	Signatures of Shareholders	Hard Copy		Soft Copy	
		RTA <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Company <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



B+2



For Skyline Financial Services Pvt. Ltd.

Authorized Signatory

10	Authorization for transfer Endorsement will be with RTA /Company	RTA <input type="checkbox"/> Company <input type="checkbox"/>
11	Remarks If Any	

RTA Office Use Only

Database Receipt Date	
Database In Hard Copy/Soft Copy	
Particulars of Database	
Signature Received on	
Reference Name & Address	Mr. Jaymeen Trivedi

For Skyline Financial Services Pvt. Ltd.


Authorized Signatory

