

CS/2012-13/BSE/G-1

Date : May 03, 2012

To,  
The Listing Department  
**Bombay Stock Exchange Limited**  
Department of Corporate Affairs  
Phiroze Jeejeebhoy Towers  
Dalal Street  
Mumbai – 400001

Dear Sir(s),

**Subject : Submission of Agreement executed between Transfer Agent & Company**

**Reference : Script Code - 533676; ISIN - INE337M01013**

With reference to above cited subject, we are submitted herewith Agreement executed between Sharepro Services (India) Pvt. Ltd. (The Transfer Agent) and Indo Thai Securities Limited (The Company) for the period from 01.04.2012 to 31.03.2012, as required under norms of Clause 47 of the Listing Agreement.

You are requested to please find the same and take in your records.

Thanking you,

Yours truly,

**For Indo Thai Securities Limited**



**Anurag Kumar Saxena**

(Company Secretary cum Compliance Officer)



CS/2012-13/NSE/G-1

Date : May 03, 2012

To,  
The Listing Department  
**National Stock Exchange of India Ltd.**  
Exchange Plaza, Plot No. C/1, G Block  
Bandra-Kurla Complex, Bandra (E)  
Mumbai - 400 051

Dear Sir(s),

**Subject : Submission of Agreement executed between Transfer Agent & Company**

**Reference : Script Code - INDOTHAI; ISIN - INE337M01013**

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**For Indo Thai Securities Limited**



**Anurag Kumar Saxena**

*(Company Secretary cum Compliance Officer)*





महाराष्ट्र MAHARASHTRA  
L.S.V. No. 672  
29 FEB 2012  
Prayer Officer

श्री राजेश धीरू मदनानी  
(एल एस वी नं. ६७२)  
महाराष्ट्र न्यायिक मंडल  
पोस्ट ऑफिस बंगला  
महाराष्ट्र  
श्री/श्रीमती  
महाराष्ट्र न्यायिक मंडल  
महाराष्ट्र न्यायिक मंडल

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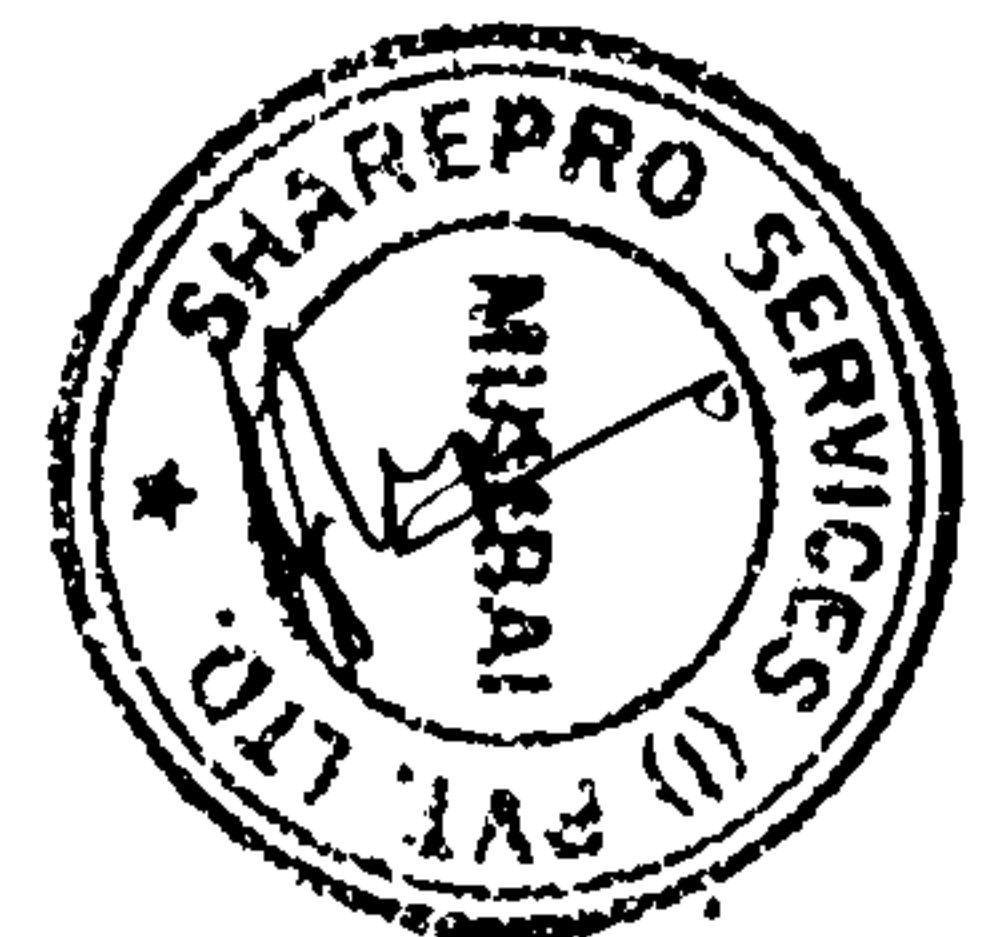
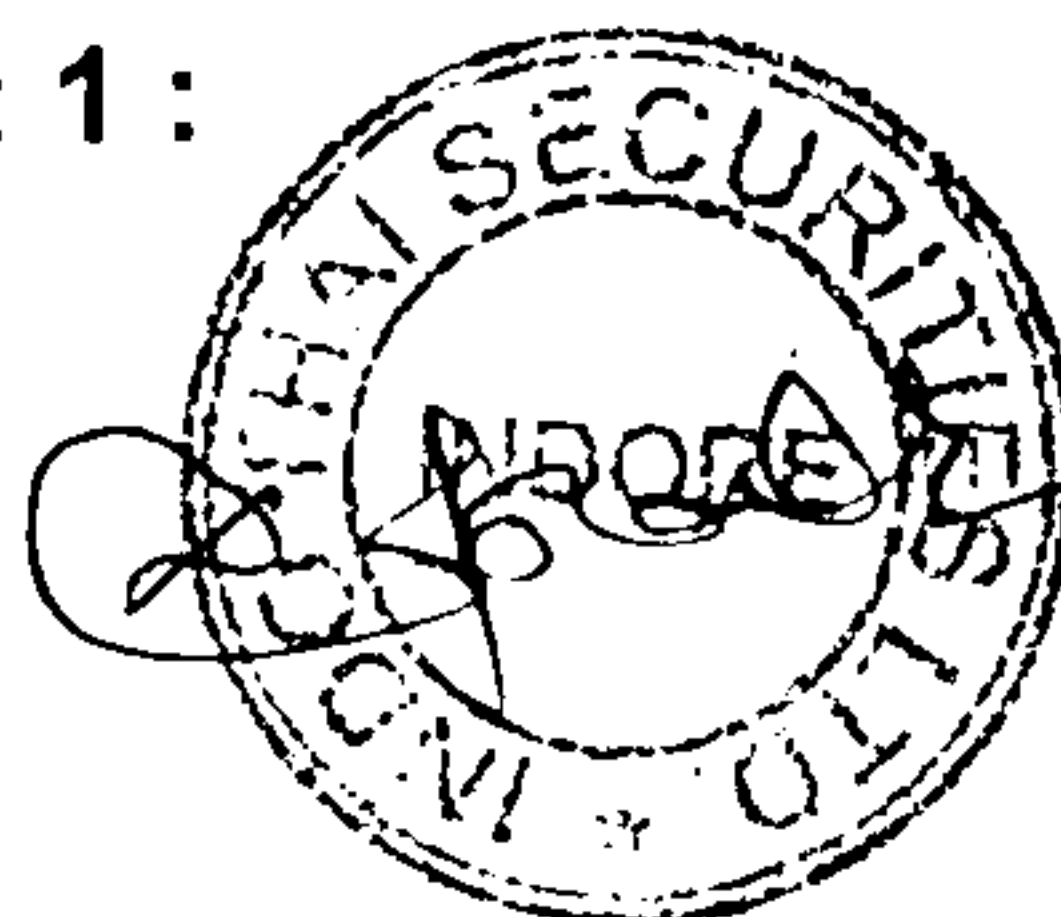
SHAREPRO SERVICES (INDIA) PVT. LTD.  
13 AB, Samhita Warehousing Complex,  
2nd Floor, Sakinaka Tel. Exchange Lane  
Off. Andheri Kurla Road, Sakinaka,  
Andheri (E), Mumbai - 400 072.

SHRI. L. S. BAMBLE

AGREEMENT BETWEEN  
SHAREPRO SERVICES (INDIA) PVT. LTD.  
&  
INDO THAI SECURITIES LIMITED

THIS MEMORANDUM OF UNDERSTANDING MADE on the 1st day of April, 2012 at Mumbai between SHAREPRO SERVICES (INDIA) PRIVATE LIMITED, a Company within the meaning of the Companies Act, 1956 and having its Registered Office at 13AB, Samhita Warehousing Complex, Sakinaka Telephone Exchange Lane, Off Andheri Kurla Road, Sakinaka, Mumbai - 400 072, (hereinafter referred to as "Transfer Agent") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) and Indo Thai Securities Limited a Company within the meaning of the Companies Act, 1956 and having its Registered Office at 16, 4<sup>th</sup> Floor, Dawa Bazar, R.N.T. Marg, Indore, 452 001, Madhya Pradesh. (hereinafter referred to as the "Company") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns).

: 1 :







**WHEREAS**

1. The Company has to render services to its registered shareholders relating to transfer, transmission, etc. in accordance with its Articles of Association.
2. The Transfer Agent is a SEBI registered Share Transfer Agent having registration No.INR000001476 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:

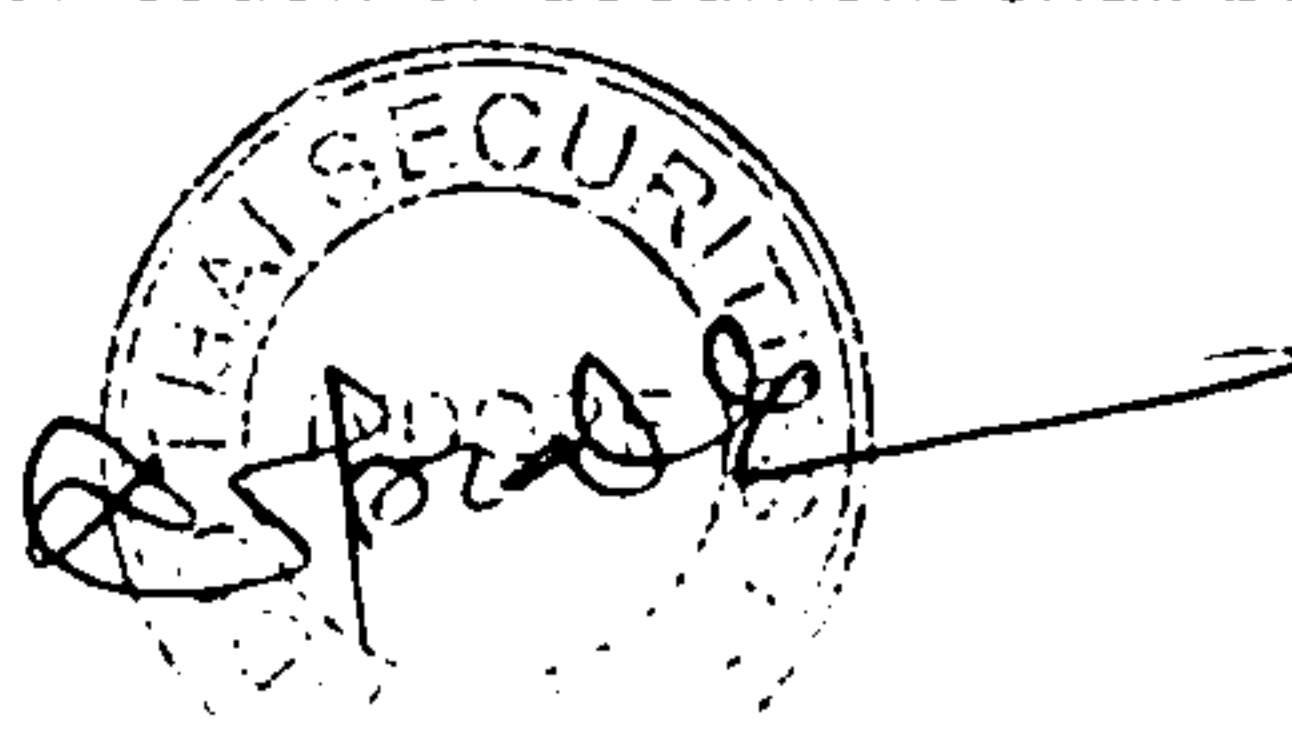
1. The Company hereby appoints the Transfer Agent as its Share Transfer Agent and the Transfer Agent accepts such appointment.
2. The Transfer Agent hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
3. The Company will ensure that all records/reports/documents are handed over to the Transfer Agent after its appointment. The responsibility of the Transfer Agent will commence on receipt of records/reports/documents.
4. The Company will inform shareholders/debenture holders/investors by way of press notice or letters or other media about the appointment and change in the Share 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 that the certificate is valid from 16.8.2010 to 15.8.2013. It shall also ensure that the certificate of registration shall remain in force by taking prompt steps for its renewal.
  - b) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred/suspended from carrying on the activities.
  - c) It shall perform its duties with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with clients, investors, etc. and that it will not take up any activities which is likely to be in conflict with its own interest, interest of the Company and investors and/or contrary to the directions issued by SEBI.
  - d) It shall carry out its duties / responsibilities and complete all the formalities within the specified time limits as per the relevant Statutes, SEBI Guidelines and Stock Exchange regulations.
  - e) In case of change in status/constitution that it will obtain permission from SEBI.
6. The Company hereby confirms that it has satisfied itself about the capability including the infrastructure especially the computer hardware and requisite software, i.e. share accounting packages of the Transfer Agent to handle the assignment.
7. The Company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, Guidelines for disclosure and Investor Protection issued by SEBI, listing agreement of Stock Exchanges and other relevant statutes pertaining to Share Transfer activities.
8. 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:

: 2 :





- 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 correspondence 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, endorsement on the certificates.
  - iv) Despatch of transferred certificates to the transferees within the mandatory period as laid down in the Companies Act/Listing Agreement.
9. The Transfer Agent will handle the transfer work from its Registered Office at 13AB, Samhita Warehousing Complex, Sakinaka Telephone Exchange Lane, Off Andheri Kurla Road, Sakinaka, Mumbai – 400 072, which location has been authorized by SEBI for carrying on its activities. The address of its office shall be printed in all relevant stationery pertaining to the said transfers, etc. In addition to the registered office, and as a matter of service to investors, the Company's city office and Investor Relation Centre at 912, Raheja Centre, Free Press Journal Road, Nariman Point, Mumbai - 400021, will also receive transfers, documents, correspondence and handle investors enquiries across the counter.
10. 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 at 13AB, Samhita Warehousing Complex, Sakinaka Telephone Exchange Lane, Off Andheri Kurla Road, Sakinaka, Mumbai – 400 072, and all finished tabulations, statements, unused stationery bearing the name and the letter head of the Company and all original documents supplied by the Company to the Transfer Agent are to be delivered by the Transfer Agent at Company's cost at Company's registered office as stated hereinbefore.
11. The Transfer Agent's 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.
12. 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 the 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.
13. The 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. The Transfer Agent shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by it. The Transfer Agent shall, however, not be responsible or liable for any indirect 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.
14. The Company is primarily responsible for the work of share transfer work assigned to the Transfer Agent. The Transfer Agent should execute the work efficiently and with due diligence and care, however, the Transfer Agent shall indemnify the Company and its successors from and against all suits, claims, actions and demand which may be made or commence against the Company by any holder of the securities issued or other third party as a consequence of any failure or deficiency on the part of the Transfer Agent in performing or fulfilling, providing any of the functions, duties, obligations and services hereunder, however, the Transfer Agent shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by it in good faith and unless such damages are caused by the negligence, willful misconduct, failure to act or recklessness of the Transfer Agent.
15. Any notice, communication or documents may be given by personal delivery, registered post, and email or by fax. The notice, communication or document shall be deemed to

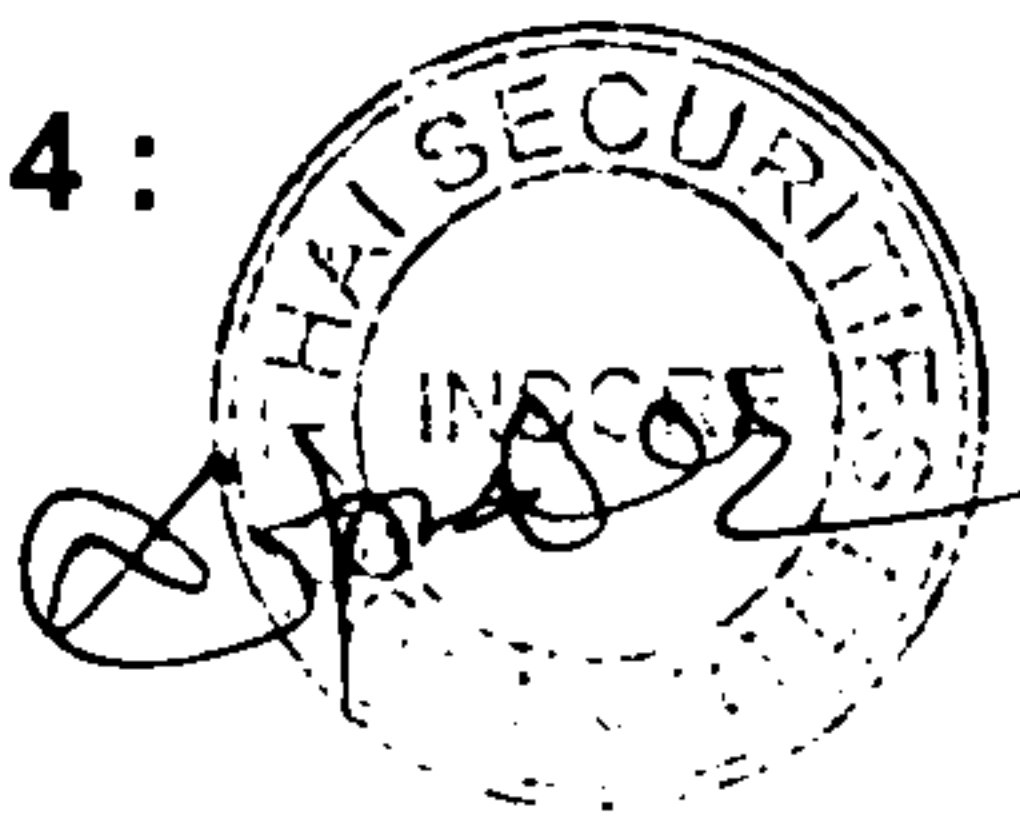






have been served upon the party to whom it is given if given by personal delivery when so delivered, if given by post on expiration of three days after the notice, etc. shall have been delivered to the post office for onward despatch, if given by fax or email upon transmission thereof. Provided that any notice etc. given by email or fax, shall be confirmed in writing.

16. 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.
17. The Transfer Agent shall redress complaints of the investors within the stipulated time during the currency of the agreement. This, however, shall not exempt the Transfer Agent from redressing the complaint of the Investors within one month 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 extend necessary co-operation for the Transfer Agent complying with this Regulation.
18. The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchange.
19. 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.
20. The Company shall take special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission, etc.
21. Should there be major change in scope of work from that indicated above or 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 renegotiate the contract. However, the Transfer Agent shall be liable for the activities done till termination of the contract.
22. The Company will provide all required stationery items, envelopes and postage expenses well in advance to enable the Transfer Agent to process all transfers, transposition, transmission and other share transfer related activities. The Company shall ensure that after the approval of transfer requests by transfer committee, the funds for despatch will be made available to the Transfer Agent to complete despatch of transferred certificates within the stipulated time as prescribed in Companies Act/Listing Agreement.
23. The Company agrees to pay an advance towards postage imprest at the beginning of each month to be settled by the Transfer Agent at the end of each month on the basis of actual expenses incurred with supportings.
24. If the transactions covered under this agreement are liable to any sales tax, service 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.
25. The Company will 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.
26. The Company and the 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:
  - a) All the documents/registers/returns, etc. required to be maintained under the Companies Act, 1956, SEBI Act, Stock Exchange Listing Agreement and various other Statutes, as may be applicable including check-list, inward register, transfer register, buyer/seller's register with net effect as on date of approval of transfer proposals, transfer deeds, specimen signature cards/ signature captured on signature scanner, despatch register/postal journal, objection memos, mandates, Power of Attorney/ Board resolution, RBI Approval in case of NRI, Jumbo Transfer Deeds in case of FIIs, Register of Members, Annual Returns/Return of Allotment, Interest/ Dividend Register.





- b) Correspondence with the Company, investors, SEBI, Stock Exchange and other statutes and other relevant documents pertaining to transfer activities.
  - c) Records pertaining to investor complaints, Board Resolution passed by the Company authorising the Transfer Agent to endorse the certificates and other documents on behalf of the Company.
  - d) Magnetic Tapes containing all the data pertaining to share holders and related transfer activities. These records shall be maintained for such period as may be legally required and the same should be made available for inspection as and when decided by Statutes including SEBI.
27. Other conditions as mutually agreed between the Company and the Transfer Agent.
28. Any dispute or difference between the parties shall be discussed and mutually resolved as early as possible. If, however, the parties do not succeed in resolving certain disputes or differences, then each party shall appoint an arbitrator of its own choice to resolve such disputes/differences, and these two arbitrators shall endeavour to resolve the disputes/differences, at the earliest. The Indian Arbitration Act, 1996 or any modification/ amendments thereof shall govern the arbitration proceedings. If any dispute arises between the two arbitrators, the same would be resolved by a sole arbitrator appointed by these two arbitrators and the decision of the sole arbitrator would be final and binding on the Transfer Agent and the Company.
29. This Agreement shall come into force from First April 2012, and shall be valid for a period of 1 year (i.e. upto 31<sup>st</sup> March, 2013) on the same terms and conditions contained herein and schedules attached hereto. Renewal of this Agreement after expiry of 1 year shall be on mutually agreed terms and conditions and subject to condition mentioned in Schedule II attached hereto.
30. Either Party may terminate this Agreement by giving 3 months advance notice to the other party in writing with or without assigning any reasons thereof. On termination of this Agreement, the Transfer Agent shall facilitate, without any conditions thereof, transfer of all data, records, etc. either to the Company or a new Transfer Agent appointed and indicated by the Company.

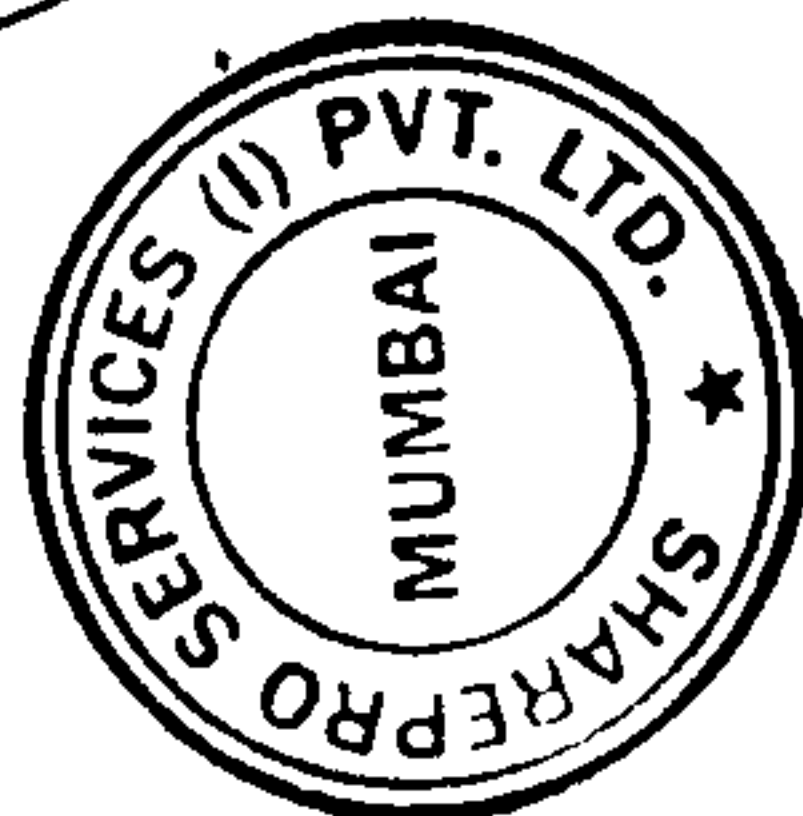
Schedules forming part of this Agreement and attached hereto :

- Schedule I : List of activities to be performed by the Transfer Agents.**  
**Schedule II : Service charges and terms of payment**

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

**For Sharepro Services (India) Pvt. Limited**

  
**Subhash Dhingreja**  
Senior Vice President  
Business Development



**Indo Thai Securities Limited**

  
**Dhanpal Doshi**  
Managing Director

