

AGREEMENT BETWEEN THE SHARE TRANSFER AGENT AND THE COMPANY

THIS MEMORANDUM OF UNDERSTANDING MADE ON 13.01.2023 AT Mumbai BETWEEN **Purva Shareregistry (India) Pvt. Ltd.**, a company within the meaning of the Companies Act, 1956 and having its Registered Office at 9 Shiv Shakti Ind. Estt., J. R. Boricha Marg, Lower Parel E, Mumbai 400011., (hereinafter referred to as "The Transfer Agent" (which expression shall unless it be repugnant to the subject or context include its successors and assigns)

AND

BASILIC FLY STUDIO PRIVATE LIMITED., a company within the meaning of the Companies Act, 1956 and having its Registered Office Tower A KRC Commerzone Mount Poonamallee Road, Porur Chennai 600116 (hereinafter referred to as the company).

WHEREAS

- 1) The company 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: INR000001112 and the company has approached the Transfer Agent to act as Share Transfer Agent and 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 for physical and electronic transfer of shares 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 Transfer Agent declares and undertakes that :
 - a) It has obtained a permanent certificate of registration from SEBI and that the certificate is valid from 1-4-2013. It shall also ensure that the certificate or registration shall remain in force by taking prompt steps for its renewal.
 - b) It is electronically linked with National Securities Depository Ltd. (NSDL) and Central Depository Services (India) Ltd. (CDSL) to handle all securities in the dematerialized form.
 - c) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred / suspended from carrying on its activities.
 - d) It shall carry out its duties / responsibilities and complete all the formalities within the specified time limits as per the relevant Statutes and regulations.
 - e) In case of change in status / constitutions that 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.

For **BASILIC FLY STUDIO PVT LTD**



Director



- 5) 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.
- 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 Agents functions and responsibility during the currency of this agreement.
- I) Receipts of request for transfer, transmission endorsement as fully paid up, allotment/call money, split, consolidation, change of address, issue of duplicate certificates in lieu of misplaced / lost certificates.
 - II) Processing of requests for transfer, endorsement as fully paid up, receipts 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) Dispatch of transferred certificates to the transferees within the mandatory period as laid down in the Companies Act/ Listing Agreement.
- 9) I) The Transfer Agent will handle the transfer work from its office at:

9 Shiv Shakti Ind. Estt.
J R Boricha Marg
Near Lodha Excelus
Lower Parel (E)
Mumbai-400011

The above address shall be printed in all relevant stationery pertaining to the said transfers, etc.

- 10) The Transfer Agent shall act as the electronic link between the Company & NSDL/CDSL to handle all work relating to dematerialization, dematerialized securities and rematerialisation.
- 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) Company is primarily responsible for the work of share Transfer work assigned to STA. The STA 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 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) The Transfer Agent shall redress complaints of the investors within one month 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 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 Regulations.
- 14) 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.
- 15) 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.

For BASILIC FLY STUDIO PVT LTD



Director



PAYMENT TERMS

- a) When the Transfer Agent has to incur bulk postage, separate advance will be given by the Company.
 - b) The Transfer Agent will raise the bills yearly in advance and submit the same to the company and the same shall be settled by the company within 15 days from the date of submission.
- 16) The company shall take special contingency insurance policy to cover risk rising out of fraud, forgery, errors of commission / omission etc.
 - 17) 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 appointments or renegotiate the contract. However, the Transfer Agent shall be liable for the activities done till termination of the contract.
 - 18) 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.
 - 19) 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.
 - 20) 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.
 - a) Check- list, inward register, transfer register, buyer / sellers register with net effect as on date of approval of transfer proposals, transfer deeds, specimen signature cards / signature captured on signature scanner, dispatch register /postal journal, objection memos, mandates, power of Attorney / Board Resolution, RBI Approval in case of NRI, Jumbo transfer deeds in case of FIIs, Register of Members, Annual Returns / Return or 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 authorizing the Transfer Agent to endorse the certificates and other documents on behalf of the company.

These records shall be maintained for a minimum period of 3 years as provided in Regulation 15 of the SEBI (Registrar to and 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.

- 21) The Company shall designate at all times a person /s with whom the Transfer Agent shall liaise for all requirements.
- 22) Other conditions as mutually agreed between the company and the transfer Agent.
- 23) In case of any dispute, both the parties shall appoint arbitrator and try to resolve the dispute. However, if the dispute can not be settled, then the parties may file the case in the court of law at Bombay.
- 24) This agreement is subject to Bombay Jurisdiction.
- 25) THIS AGREEMENT SHALL BE VALID FROM 30/12/2022
- 26) This agreement shall be at will & may be terminated by either party giving 3 months notice period to the other party.

For BASILIC FLY STUDIO PVT LTD



Director



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

BASILIC FLY STUDIO PRIVATE LIMITED

For **BASILIC FLY STUDIO PVT LTD**



Name: **YOGALAKSHMI S**
Designation: **DIRECTOR**
SIGNATURE OF COMPANY

Director

PURVA SHAREGISTRY (I) PVT. LTD.



Rajesh Shah
Managing Director
SIGNATURE OF TRANSFER AGENT

SCHEDULE I

(Referred to in clause 8 of the Agreement)

I Specific Activities

- a) STA will receive and attend promptly correspondence received from share holders / 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 letters from investors.

It will inward the mail pertaining to request for transfer / transmission/ transposition/ other request/ complaints by minting inward register on a day to day basis and also affix stamp containing inward number and date of receipt on all transfer deeds / letters pertaining to above request/ 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 form investors, and relevant depositories. 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) In case of endorsement of share certificates, company / Transfer Agents shall ensure that the authentication is done by an authorized signatory.
- e) Transfer Agent shall dispatch the transferred share 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 the post office where the dispatch has been made.
- f) The Transfer Agent shall receive all requests for dematerialization in both electronic and physical form and process the same with due care and diligence.
- g) The beneficiary details received from NSDL /CDSL periodically as well as on book closure / record dates will be communicated to the company in a mutually agreed report format.

II General

1. Attending to correspondence regarding change of address, consolidation / split of certificates, non – receipts of share / debenture certificates, dividend / interest warrants and other letters received from company in a mutually agreed report format.
2. Printing of new share / debenture certificates in lieu of misplaced, lost mutilated certificates. Transfer Agent shall issue new certificates against request for consolidation or split.
3. 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.
4. Transfer Agents shall maintain Register of Members. It will be kept up to date by incorporating changes therein during the year.
5. Any other reports, statements as mutually agreed between company and the transfer agent.

For BASILIC FLY STUDIO PVT LTD



Director



SCHEDULE II

SCHEDULE OF FEES FOR REGISTRAR AND TRANSFER AGENT

1. Our charges for handling the above work including Data Entry will be :

Pre-IPO

- i). Joining fees Rs. 2500/- per ISIN per Depository.
- ii) Yearly charges Rs. 5000/- per ISIN per Depository.

Post-IPO

iii). Rs. 5000/- Per Month Payble Quarterly.

a. Charges for share certificate processed for transfer / transmission / consolidation / split / Duplicate / dematerialization / Rematerialisation in NSDL / CDSL will be Rs. 2.00/- per certificate.

2. Out of Pocket Expenses:

Clearly identifiable out-of-pocket expenses such as

01. Conveyance/ Traveling Expenses.
02. Printing and Stationary
03. Postage / Courier
04. Photocopy charges
05. Transportation charges
06. Stamp Papers/Revenue Stamps
07. Binding Charges
08. Taxi Courier Charges
09. Corporate Action with Depository
10. Godown Charges
11. Any other clearly identifiable expenses incurred for and on behalf of the company.

III. Records :-

Purva Shareregistry (I) Pvt. Ltd., will take over only the current records and the remaining records will continue to remain in company's own record room.

IV. Special Jobs :

Special jobs other than those mentioned above would be charged as may be agreed upon mutually.

V. Billing Schedule :-

- | | |
|---------------|---|
| Service Bills | : Yearly in advance |
| Debit Note | : Quarterly (Major expense like posting to be given in advance) |

VI. Payment Terms : Within 15 days from the date of receipt of Bills / Debit Notes.

For BASILIC FLY STUDIO PVT LTD



Director

