

Tripartite Agreement between the Company, Previous Registrar and New Registrar

This Tripartite Agreement made and entered into on this 23rd March 2022 at Mumbai between **Olympia Industries Ltd.**, a Company incorporated and registered under the provisions of the Companies Act, 1956, and having its Registered Office at C-205, Synthofine Industrial Estate, Behind Virwani Industrial Estate, Goregaon (E), Mumbai – 400063, India (hereinafter referred to as the “Company” which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title), RTA **Universal Capital Securities Private Ltd.** (SEBI registered Registrar and Transfer Agent) and having its Registered office at C-101, 247 Park, 1st Floor, L.B.S. Marg, Vikhroli (W), Mumbai - 400083 (hereinafter referred to as the “Previous RTA” which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns) and **Purva Sharegistry (India) Pvt. Ltd.** (SEBI registered Registrar and Transfer Agent) and having its Registered office at 9 Shiv Shakti Ind. Estt., J. R. Boricha Marg, Lower Parel (E), Mumbai 400 011, Maharashtra (hereinafter referred to as the “New RTA” which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title).

WHEREAS

1. The Company is listed on BSE Limited and has 15222 folios and has to render services relating to transfer, transmission etc., of its securities in accordance with its Article of Association.
2. The Company had an Agreement with the previous RTA dated 07-01-2015 to render services to its shareholders. The Company vide their letter dated 13-08-2021 has given notice to the existing RTA to discontinue its services and has appointed the new RTA w.e.f. 22-12-2021 as per Board Resolution dated 24-11-2021.
3. The new 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 the Transfer Agent has accepted the assignment.
4. In terms of Chapter III – Regulation 7(4) of SEBI (LODR) Regulations, 2015 (Listing Regulations), the Company is required to enter into a tripartite agreement with the previous RTA and New RTA at the time of change of RTA.
5. In terms of regulation 7(4) of Securities and Exchange Board of India (Listing Obligation and Disclosures Requirements) Regulations, 2015, the Issuer is required to enter into an Agreement with the Existing RTA and New RTA at the time of change of the Existing RTA.

NOW THEREFORE the Company, the previous RTA and the new RTA do hereby agree as follows:

1. The date of signing of this Agreement is the date of discontinuation of work by the previous RTA and is also referred to as the cut off date in this Agreement.
2. In terms of Clause 23 of Code of Conduct for Registrar to an Issue and Share Transfer Agents as given in Schedule III of regulation 13 of Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, the previous RTA has handed over



Issue and Share Transfer Agents) Regulations, 1993, the previous RTA has handed over all the records / data which are in its possession in its capacity as a share transfer agent to the new RTA, within one month from the date of termination of agreement of previous RTA / date of appointment of new RTA.

3. The Company has paid all outstanding dues of previous RTA and shall obtain No Objection Certificate (in prescribed format of the depositories) from previous RTA. If any order has been issued against previous RTA, No Objection Certificate from previous RTA for shifting of ISIN will not be required.
4. The Company had appointed an independent auditor to carry out sample check of the data and documents to be handed over by previous RTA on the very next day of the date of appointment of new RTA.
5. The Previous RTA had allowed the auditors appointed by the Company and representatives of new RTA to inspect the documents to be handed over to the new RTA/Company.
6. The previous RTA has already handed over the documents to new RTA for a period of 3 years prior to the cut-off date.
7. The Company and the Previous RTA has ensured that all records/ reports/ documents along with data in electronic mode are properly handed over to the new RTA after its appointment. The responsibility of the new RTA will commence on receipt and verification of records/ reports/ documents/data as per **Annexure I**.
8. The Previous RTA has already -
 - a. handed over the Check List to the New RTA prior to the audit.
 - b. handed over the data and documents (as per Annexure I) duly catalogued and indexed to new RTA under intimation to the Company within one week from the date of discontinuation of services (cut off date)
 - c. elaborately listed out all the missing documents in the annexure enclosed
 - d. mentioned whether any documents were missing at the time of their appointment as RTA or the same were handed over to them by the Company/earlier RTA and they have been subsequently misplaced at their end.
9. The New RTA has acknowledged the receipt of the data and the documents and performed a sample check on the documents within a period of one month from the date of receipt of the data and documents.
10. The discrepancies, if any, have been brought to the notice of previous RTA and the Company within this period by the new RTA.
11. The capital reconciliation (i.e. Issued Capital = NSDL holding + CDSL Holding + physical shareholding) has been carried out by the new RTA. The previous RTA has provided such capital reconciliation for data handed over as of cut-off date.
12. As it is not possible for the new RTA to check the authenticity of the data and records handed over to them by the previous RTA/Company, the new RTA will start processing transfer/demat requests using the data as provided in good faith.



13. The previous RTA shall provide their full co-operation to resolve the discrepancies in the data and documents and shall provide complete and clear explanation for discrepancies in the data and missing documents/specimen signatures, if any.
14. The previous RTA shall do all the activities of Share Transfer Agent till new RTA confirms start of services at their end latest within one month from date of their appointment.
15. The previous RTA has extended necessary co-operation for shifting of ISIN to new RTA as also for Conversion of electronic data as per file formats as may be needed for seamless loading by the new RTA, to resolve gaps and/or discrepancies observed in the data/documents being handed over.
16. The previous RTA has fully co-operated with the new RTA and Company during the transition period for the change of RTA.
17. Cut-off date will be the date on which previous RTA has stopped their work.
18. All the liabilities/ responsibilities prior to cut-off date pertaining to share transfer work will be borne by the Company / previous RTA, as applicable. The new RTA will not under any circumstances be held liable/responsible for the said period. Similarly, the Company /new RTA, as applicable, will take responsibility for all actions pertaining to share transfer work after the cutoff date and will be held responsible for any liability arising thereafter, except for the liability that may arise on execution of the activities in good faith, based on the data received from the Company/previous RTA.
19. After handing over the data and documents, the previous RTA shall preserve soft copy of the data handed over to new RTA for a period of 3 years and thereafter previous RTA will not be responsible for loss of any records pertaining to any such prior period.
20. The hard copy of the data pertaining to physical shareholders as of cut off date will be printed in triplicate and the same will be signed by previous RTA, new RTA and the Company and shall be kept with each of them. In case it is not possible to print the entire share master, then the soft copy of the data as of cut-off date has already been handed over to the Company, New RTA by the Previous RTA.
21. This Tripartite Agreement shall be signed by the parties only after the items listed in the Annexure are checked by the auditors appointed by the Company and representative(s) of the new RTA.
22. The copy of this Agreement shall be submitted by the Company to the Stock Exchanges wherever the Company's shares are listed.
23. All the disputes and the differences that may arise while implementing the terms and conditions of this agreement shall be resolved amicably and expeditiously and if such attempts fail, the same shall be resolved as per the provisions under the Indian Arbitration and Conciliation Act, 1996, for the time being in force.



24. The provisions of this Agreement shall always be subject to any rules, regulations, guidelines and circulars issued by Securities and Exchange Board of India and other provisions of law in force.
25. The Company shall take suitable and adequate insurance cover from a reputed Insurance Company for protection against fraud, forgery, errors of commission / omission, etc.
26. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the rules and regulations of the Securities and Exchange Board of India and circulars issued thereunder.

This Agreement can be altered, amended and/or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligation of the parties hereto are altered by virtue of changes in rules and regulations of Securities and Exchange Board of India or bye-laws, rules and regulations of the stock exchange(s), such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this Agreement.

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

Signature of Company
Olympia Industries Ltd.

For Olympia Industries Limited

Ravindra
Director

Witness: *JANVI MIYANI JM*

Signature of New RTA
Purva Shareregistry (India) Pvt. Ltd.



Witness: *Mahesh Mangale*

Signature of Previous RTA
Universal Capital Securities Private Ltd.

Putekar
(*Ravindra Utekar*)



Witness:

Sanjosh K. Gomeau

Sr. No.	Document Name	Document Sr. No.		Missing Ranges		Remarks
		From	To	From	To	
1	All documents/data listed as not received by the new RTA were not provided by the Company to the old RTA. Also no such documents were received from shareholders/investors of the Company by the old RTA.					

While handing over the documents and the data, the following shall be listed in the above format:

1. Specimen signatures of the physical shareholders
2. Original Affidavits along with supporting documents for change in signatures of the holders recorded / to be recorded by the previous RTA.
3. Transfer deeds / transmission forms for securities duly transferred / transmitted along with supporting documents. Also photocopies for all objected transfer deeds / transmission forms along with their supporting documents.
4. Pending transfer deeds along with share certificates and supporting documents, received for transfer.
5. Demat/remat request forms for shares which have already dematerialized/rematerialized to be handed over to Company for safe keeping (Scanned images of such forms may be handed over to the new RTA for handling investor queries, if any).
6. Pending cases for demat/remat, if any.
7. Register and request documents of stop transfers, name correction, change of address, transmission, duplicate consolidation/split/nomination, transfers, demat, remat etc.
8. Files for intimation to Stock Exchanges for loss of securities and data of duplicate certificates issued.
9. Register of power of attorney cases along with attested copies of the Power of Attorney and their specimen signatures.
10. Memorandum and Articles of Association & Board resolutions for corporate bodies.
11. Register and file of mandate cases along with soft copy.
12. File of original executed indemnities, Affidavits, etc. along with all supporting documents received for duplicate certificate issue, refund.
13. File of stop transfer cases, related correspondence/court injunction/ other orders, etc.
14. Soft copy of previous year's Annual Return filed with Registrar of Companies ("ROC").
15. Allottee registers for all issues (public/rights/ESOS)
16. Non allottee registers
17. Allottee and non allottee IPO / rights applications
18. Bank schedules
19. Bulk/ucp registers
20. Register of members
21. Paid/unpaid list for refund/dividend (all years) along with soft copy
22. Paid/unpaid list for allotment/call money along with soft copy
23. Reconciliation of refund/dividend accounts
24. Correspondence with shareholders
25. Files for legal cases/court/consumer forum/Police cases and/or with any other authorities. (original documents and correspondence, as relevant, to be provided to new RTA).



26. Files of Queries and replies to SEBI/BSE/NSE/ROC/ITO/Government Bodies.
27. Undelivered postal articles (share certificates/refund/demand drafts/dividend warrants/interest warrants).
28. Original documents for nominations registered.
29. IEPF Registers
30. Clause 5A registers.
31. Last set of shareholding pattern reports including regulatory submissions (hard or soft copies)

Electronic data:

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1. Name master
2. Certificate master
3. Transaction files (td files/demat files from beginning)
4. Allottee/non-allottee data (public/rights/ Bonus / split / merger / demerger, etc...)
5. Dividend files (all years)
6. Paid/unpaid files for dividend/interest/refund
7. Refund files
8. Allotment/call money paid/unpaid files
9. Signature scanned data if any (compatible with New RTA system)
10. Beneficiary position and history file of NSDL & CDSL for previous period.
11. Occupation code list and status and substatus code list
12. Soft data unpaid dividend filed with IEPF for previous years.
13. Data of forfeited shares, if any.
14. 'Stop' master
15. All other transaction files, like transmission, duplicate certificate, master corrections, etc.

Company specific information:

1. List of Authorised signatories for transfer and duplicate/new share certificates.
2. Specific work instructions including limits for Duplicate/Transmission Without Legal Representation/Issue of new certificates, if any.
3. MIS reporting system
4. Handling of monitoring reports for Insider Trading, if any.
5. Capital build up history with DNR ranges, along with details of the issues
6. Copies of in principle/ listing/trading approvals from stock exchanges, if any.
7. Additional documents, if any (to be listed).

