



क्रमांक 160
प्रधान मुद्रांक कार्यालय, मुंबई
दिनांक
संबंधी/श्री./श्रीमती
..... यांना त्यापेत्तर मुद्रांक
..... वा विकला.
RLL
मुद्रांक विकला



12 MAR 1998

**TRIPARTITE AGREEMENT BETWEEN THE ISSUER, REGISTRAR
(PHYSICAL SHARES) & THE REGISTRAR (DEPOSITORY SHARES)**

This Tripartite Agreement made and entered into on this 30th day of April 1998 between Jyoti Structures Limited having its Registered Office at Keshava 7th Floor, Bandra Kurla Complex, Bandra East, Mumbai - 400 051. (herein after called the "Issuer") and Premium Financial Services Ltd. having its Corp Office at 477, Shah & Nahar Industrial Estate, A-2 Lower Parel West, Mumbai - 400 013. (herein after called the "STA") and the Bigshare Services Pvt. Ltd. having its Regd. Office at J/12, Ansa Industrial Estate, Saki Vihar Road, Saki Naka, Andheri (E), Mumbai - 400 072 (herein after called as "DTA").

Whereas the Issuer and its DTA has furnished to NSDL an application for its Equity Shares (Securities Name) being admitted as an 'Eligible Security' in the Depository System and whereas the Second Undersigned will be working as the STA and the Third Undersigned will be working as the Transfer Agent for Physical Shares (DTA).

* 2m l.




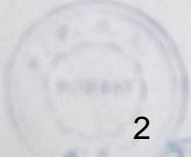
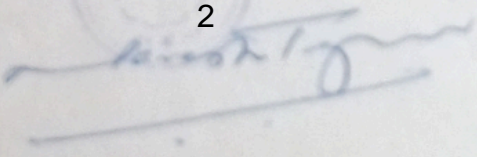
Bigshare Services Pvt. Ltd.

[Signature]
Managing Director.

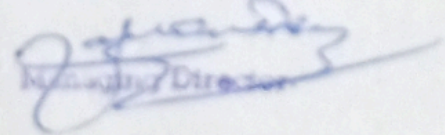
Now therefore, in Consideration of the issuer appointing **BigShare** as its DTA and **Premium Financial Services Ltd.** as STA, the parties to the Tripartite agreement hereby ~~convenant~~ and agree as follows.

- 1) The Issuer and DTA will execute the Tripartite agreement with NSDL.
- 2) The Issuer and STA will execute the SEBI STA agreement between themselves.
- 3) The role and responsibilities of the DTA will be strictly as per the Tripartite agreement signed with NSDL and as per operations instructions issued by NSDL. DTA will not render any service for its Issuer outside the scope of the works as Depository Transfer Agent.
- 4) As per the existing system, no separate report is being sent by DTA to SEBI every quarterly and it shall be the responsibility of the STA to comply with SEBI rules as NO physical share transfer work is being done by DTA.
- 5) It shall be the responsibility of the DTA to establish Electronic Continuous Connectivity with NSDL and the DTA shall maintain such systems, procedures, means of Communication, infrastructure, Hardware, Software security devices and back up facilities as prescribed by NSDL.
- 6) As per the terms of the Tripartite agreement signed among Issuer, DTA and NSDL the Issuer/DTA is expected to undertake Dematerialisation and Rematerialisation and process them within 15 Days and 30 Days respectively. The process of Dematerialisation / Rematerialisation is akin to the transfer process. However, since Dematerialisation is akin to the process of transfer, the requests will be sent to STA along with Certificates and it shall be the duty of the STA to process the request and Confirm to DTA within 10 Days and 25 Days of receipt of the requests by Issuer/STA.
- 7) Once the requests for Demat/Remat is accepted, the DRF/RRF forms alongwith the Certificates will be retained at STA with a copy sent to DTA.
- 8) STA should ensure that no transfer work for Dematerialisation requests shall be undertaken when there are any Prohibition Orders, Stop Transfer, attachment order or disputed title, on the day of the request. For all such cases the DRF/RRF forms along with Certificates as the case may be should be returned to DTA with the remarks for refusal so that, the same can be returned to the DP.
- 9) As per the NSDL system, Issuer/STA is responsible for Corporate actions. The details of the beneficial owners will be obtained by DTA as on record Date/Book Closure and will be passed onto the Issuer/STA who will execute corporate actions.
- 10) DTA and STA will indemnify each other for any lapses that may occur in their assigned work and for which other is held responsible.

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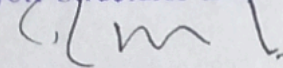
BigShare Services Pvt. Ltd.


Managing Director

- 11) Since DTA have to redress grievances of the beneficial owners if any within 21 days, STA should ensure that the same are redressed earlier.
- 12) It should be clearly understood here that DTA has been engaged to act as Depository Transfer Agent (DTA) since he has established the Electronic Continuous Connectivity with NSDL and as such he undertakes not to take over STA function without the written permission by STA herein under mentioned.
- 13) DTA also undertakes to handover records to STA as and when he establishes connectivity without any extra cost.
- 14) All disputes arising out of this agreement will be subject to Mumbai Court Jurisdiction.

In witness whereof all the parties to this agreement have their presents to be executed as on the day and the year first above written.

For Jyoti Structures Ltd,



Managing Director

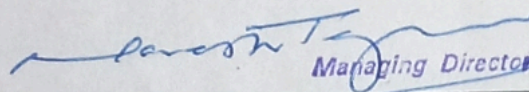
(Signed by **Mr. K. R. Thakur, MD** for & on behalf of the Issuer)

For PREMIUM FINANCIAL SERVICES LTD.

witnessed by

NBSatelkar.

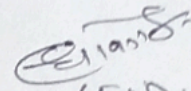
(Neelam Satelkar.)



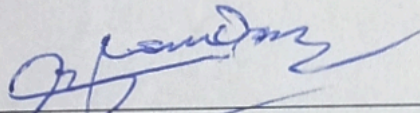
Managing Director.

(Signed by **Mr. Naresh Tejawani, MD** for & on behalf of the STA)

witnessed by



(E.D. KOKATE).



witnessed by

N. V. K. Mohan (N. V. K. Mohan)

(Signed by **Mr. N. V. K. Mohan, MD** for & on behalf of the DTA)