



# ABRAM FOOD LIMITED

Reg. Office: 605, Pearl Business Park, Near Fun Cinema, Netaji Subhash Place, New Delhi - 110034  
Factory Add: B-34, MIA, Alwar, Rajasthan - 301030  
CIN No. U15122DL2009PLC187783  
Tel No. 9717133544 E Mail Id:- info@abramfood.in Website – www.abramfood.in

Dated- 23/07/2025

To,  
Sr. General Manager  
Listing Operations  
BSE Limited  
P.J. Towers, Dalal Street  
Fort, Mumbai- 400001

Dear Sir(s),

**Sub: Disclosure under Regulation 30 & 7(3) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. ABRAM FOOD LIMITED: ABRFL | 544422 | INE0ZDY01011**

## **Update on Appointment of Registrar and Share Transfer Agent of the Company**

Pursuant to Regulation 30 and 7(3) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"), this is to inform you about the MOU – Post listing and updation of the appointment of **KFin Technologies Limited ("KFintech")** (SEBI Registration No: INR000000221) as the Registrar and Share Transfer Agent ("RTA") of the Company.

Further to inform you that the Electronic Connectivity of Depositories viz., National Securities Depository Limited ("NSDL") and Central Depositories Services (India) Limited ("CDSL") shall be in continuation with "**KFintech**".

The relevant information of "**KFintech**" (RTA) are as under:

Name:	<b>KFin Technologies Limited</b>
SEBI Registration No.	INR000000221
Address	301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Mumbai – 400070, Maharashtra, India
Contact	18003094001
E-mail	<a href="mailto:einward.ris@kfintech.com">einward.ris@kfintech.com</a>
Website	<a href="http://www.kfintech.com">www.kfintech.com</a>

This is for your information and record.

**For & Behalf of ABRAM FOOD LIMITED**

**Sanjiva  
Gaur**

Digitally signed by  
Sanjiva Gaur  
Date: 2025.07.23  
18:48:57 +05'30'




**Company Secretary cum Compliance Officer**

M. No. F5452

Encl: Bipartite Agreement

## e- STAMPS




### Non-Registration online eChallan

Online Challan Proforma [SRO copy]	
 <b>Registration &amp; Stamps Department</b> Government of Telangana 	
Challan No: <b>NR510QSM310525</b> 	
Bank Code : <b>HDFS</b>	Payment : <b>NB</b>
<b>Remitter Details</b>	
Name	SAURABH RAVINDRA SETH
PAN Card No	AWSPS9678N
Aadhar Card No	
Mobile Number	*****513
Address	PLOT NO. 32, SELENIUM TOWER- B, SERILINGAMPALLY, NANAKRAMGUDA, FINANCIAL DISTRICT, HYDERABAD
<b>Details of Amount Remitted</b>	
Whom Name	KFIN TECHNOLOGIES LIMITED
Whom Address	PLOT NO. 32, SELENIUM TOWER- B, SERILINGAMPALLY, NANAKRAMGUDA, FINANCIAL DISTRICT, HYDERABAD
Whom Aadhar No	
Whom Mobilen No	9324834293
Whom desc.	Other Payment
Stamp Duty Type	Non Registration
Deficit Stamp Duty	0
Penalty	0
Transfer Duty	0
Registration Fees	0
User charges	0
Purchase of Stamps	300
Others	0
TOTAL	300
Total in Words	Three Hundred Rupees Only
Date(DD-MM-YYYY)	31-05-2025
Transaction Id	<b>7579414117825</b>
Stamp & Signature	

Note: Scan the QR code to verify the challan details and go through refund policy.

Agreement Party: Kfin Technologies Ltd

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Online Challan Proforma [Citizen copy]	
 <b>Registration &amp; Stamps Department</b> Government of Telangana 	
Challan No: <b>NR510QSM310525</b> 	
Bank Code : <b>HDFS</b>	Payment : <b>NB</b>
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Signed with Aadhaar:  
Mona Singhal  
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Aadhaar no: \*\*\*\* \* 9477

DOC-UID: SRKFIN210725BCDE22ITGADNBGC

## **REGISTRAR AND TRANSFER AGENT AGREEMENT**

This Registrar and Transfer Agent Agreement ('Agreement') is made on this 21<sup>st</sup> Day of July, 2025 at Telangana, Hyderabad:

### **Between**

**KFin Technologies Limited**, a company incorporated under the Companies Act 2013, [bearing CIN: L72400MH2017PLC444072 & SEBI Registration Number INR000000221], and having its office at 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Mumbai – 400070, Maharashtra, India and corporate office at Plot no. 32, Selenium Tower- B, Serilingampally, Nanakramguda, Financial District, Hyderabad - 500032, State of Telangana (**'Transfer Agent' or 'KFintech'**) which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns.

### **And**

**ABRAM FOOD LIMITED**, a company incorporated under the Companies Act, 1956 [CIN: U15122DL2009PLC187783, and having its office at : 605, Pearl Business Park, Nr. Fun Cinema, Netaji Subhash Place, Pitampura, New Delhi – 110034, (**'Company'**) which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns.

*(**'Transfer Agent' or 'KFintech'** and **'the Company'** are individually referred to as a **"Party"** and collectively referred to as the **"Parties"**.)*

### **Whereas,**

1. Transfer Agent is engaged in providing various "Registrar & Transfer Agent (RTA) related Services" with respect to, (i) collection of application forms, keeping of records, and assisting in allotment of securities, in terms of "Registrar to an Issue" (ii) in terms of "Transfer Agent" (Shares), maintenance of the records of the holders of securities and dealing with all matters connected with transactions which includes transmission of securities and issuance of dividends." and (iii) in terms of "Transfer Agent" (Mutual Funds), dealing with Mutual Fund transactions on behalf of "Asset Management Companies" (AMC).
2. The Company is engaged in the business of manufacturing, marketing and selling of Chana, Chana Dal, Besan, Edible Oil, Spices and flour (Atta) and currently has around 505 shareholders/folios and render services relating to, transmission, etc. in accordance with its Articles of Association and relevant provisions of the Companies Act, 2013 and other applicable statutory provisions.
3. The Company has approached the Transfer Agent to provide the Services (defined hereinafter) to the Company, and the Service Provider has agreed to provide such Services to the Company upon the terms and subject to the conditions hereinafter appearing.
4. In terms of Regulation 9A(1)(b) of the SEBI R&T Regulations (defined hereinafter), the Transfer Agent is required to enter into a valid agreement with the Company on whose behalf the Transfer Agent has undertaken to act as a RTA to, inter alia, define the allocation of duties and responsibilities amongst the Parties

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Mona Singhal

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5. The Parties are therefore desirous of entering into this Agreement to define the allocation of duties and responsibilities amongst the Parties and the terms and conditions upon which the Services shall be provided by the Transfer Agent to the Company as appearing hereinafter.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:**

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1. Definitions. Unless otherwise contrary intention appears and/or the context otherwise requires, in this Agreement: (i) all capitalized terms not defined in this Clause 1.1 when defined by inclusion in bold letters enclosed within quotes (“”) shall have the meanings assigned to them in other parts of this Agreement; and (ii) the following terms and expressions, when used with the first letter capitalized, shall unless the context otherwise requires, have the meanings assigned to them herein below:

**“Act”** means the Companies Act, 2013 as amended from time to time and shall include any statutory replacement or re-enactment thereof;

**“Applicable Law”** means any applicable statutes, enactments, acts of legislature, laws, treaties, rules, regulations, policies, guidelines, circulars, notifications and/or ordinances having the force of law and/or orders, directions, directives, judgments, decrees, injunctions, permits and/or decisions of any Governmental Authority having jurisdiction over the matter in question, as may be in force from time to time;

**“Authorizations”** means any and all permits, authorizations, approvals, registrations, legal status, consents, orders or other approvals and licenses of and from any third Party and/or any Governmental Authority, or the giving of notices or making any registration, declaration or filing with, any Governmental Authority;

**“Business Day”** means a day other than Saturdays, Sundays and public holidays on which banks in [Hyderabad, India] are open for business;

**“Governmental Authority”** means any statutory authority, Government Authority, department, entity, agency, commission, board, tribunal, court or arbitrator in India, and includes any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, or instrumentality of India;

**“Person”** means any natural person, firm, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, government or any agency or political subdivision thereof or any other entity that is treated as a person under any Applicable Law;

**“SEBI”** shall mean Securities and Exchange Board of India;

**“SEBI LODR Regulations”** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time and shall include any statutory replacement or re-enactment thereof;

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**“SEBI R&T Regulations”** means the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended from time to time and shall include any statutory replacement or re-enactment thereof;

**“Services”** has the meaning ascribed to it in Clause 3.1;

**“Service Fee”** has the meaning ascribed to it in Clause 4.1;

**“Term”** has the meaning ascribed to it in Clause 2.2.

1.2. Interpretation. In this Agreement, unless the context otherwise requires:

1.2.1. words denoting the singular include the plural and vice versa;

1.2.2. the words ‘include’, ‘includes’ or ‘including’ shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

1.2.3. the Annexures hereto form integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement;

1.2.4. a gender, or ‘it’ or ‘its’, when applied to a natural Person, includes all genders;

1.2.5. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.6. references to a specified Clause of or Annexure to this Agreement shall be construed as a reference to that specified Clause of or Annexure to this Agreement;

1.2.7. the headings, italics, bold and underlined typeface in this Agreement are for reference only and shall not be deemed part of and/or be taken into consideration in the construction or interpretation of this Agreement;

1.2.8. a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent permitted by this or that other agreement or document;

1.2.9. a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments (including delegated legislations and executive instruments) issued under;

1.2.10. reference in this Agreement to certain number of days shall mean calendar days unless otherwise specified to be Business Days. Unless otherwise specified, time duration within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of such period is not a Business Day, and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day;

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- 1.2.11. the words 'directly or indirectly' shall mean directly or indirectly through one or more intermediary Persons or through contractual or other arrangements, and the words 'direct or indirect' shall be construed accordingly;
- 1.2.12. unless otherwise specified, any reference to 'writing' shall include printing, typing, lithography, or in electronic form (including email) and other means of reproducing words in visible form but shall exclude text messages via mobile phones;
- 1.2.13. unless otherwise stated, time will be the essence of contract for the purpose of any Party's obligations under this Agreement where any time duration specified herein is extended, such extended time shall also be of the essence; and
- 1.2.14. the technical words not otherwise defined herein, shall be understood in technical sense in accordance with the industrial practices.

## 2. SERVICES AND ITS PERFORMANCE

- 2.1 The Transfer Agent shall carry out the functions, duties and obligations set out in "**Schedule-I**" ('**Services**') of this Agreement.
- 2.2 The Transfer Agent's responsibilities under this Agreement will be restricted to the duties of agreed to herein and the Transfer Agent is not to be construed to be an agent of the Company in its other business activities, in any manner whatsoever.
- 2.3 The Parties agree that timely performance of the Services by the Transfer Agent is essential to this Agreement. Transfer Agent's time of performance shall however be enlarged or extended, if and to the extent reasonably necessary in the following events:
- a) The Company fails to submit data in the prescribed form or as required by this Agreement in its Schedule(s).
  - b) Any *force majeure* events beyond the control of Transfer Agent including an act of God, malfunction of any equipment, epidemic or pandemic; or other similarly catastrophic and unforeseeable event or condition *et cetera* that prevents timely performance hereunder.
  - c) Special requests by the Company or any governmental or regulatory authority having an impact over the performance of services by Transfer Agent.
  - d) If the Company fails to provide any equipment, software, premises or performance as required under the terms of this Agreement, and the same is necessary for Transfer Agent's performance hereunder.
- 2.4 The Parties provide an express assurance to each other that if either Party requires the consent or approval of the other Party to take any action under this Agreement, such consent or approval shall not be unreasonably withheld or delayed.
- 2.5 In the event that the Company wishes to avail services of Transfer Agent as detailed under Schedule – I of this Agreement for other asset classes belonging to the Company or its Group if any in the future, the terms and conditions of this Agreement shall apply and the fees payable for such services by the Company shall be agreed by both the Parties in writing through separate Addendum or Acceptance Letter.

## 3. TERM AND TERMINATION

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- 3.1 This agreement shall be effective from 1<sup>st</sup> July, 2025 (the “**Effective Date**”) and shall be valid until terminated by virtue of early determination by the Parties to this agreement in writing.
- 3.2 Either Party has the right to terminate this Agreement by giving **two (2) months**, notice in writing to the other Party. On termination of this Agreement, Transfer Agent shall provide the Company full assistance in transferring the data pertaining to the Company. The Transfer Agents shall:
- 3.2.1 Co-operate with the Company or its authorized designee and shall assist in the preparation and implementation of a plan for the transfer of the data from the Transfer Agent to the Company or to its authorized designee.
- 3.2.2 Provide to the Company or its authorized designee the problem management records, as these exist as of the effective date of the termination of this Agreement.
- 3.2.3 Return to the Company or its authorized designee the records of the Company (if any) in Transfer Agent’s possession, including remaining reports, data and other Information (alternatively, as required by the Company).
- 3.3 Any amendment to the terms of services shall be mutually agreed in writing by the Parties. Such proposed Addendum, when mutually accepted, shall be inserted in the Agreement by way of Schedule to this Agreement which shall be duly signed by the Authorized Signatories.
- 3.4 In the event of non-conformity to the committed level of quality of services so detailed in the **Schedule-I**, the Transfer Agent shall be entitled to a cure period of 15 (fifteen) days, failing which the Company shall have right to terminate upon serving 45 (forty five) days prior Notice in writing to Transfer Agent and upon payment any or all outstanding amounts to the Transfer Agent.
- 3.5 In the event of non-payment of dues under this agreement for a continuous period of 2 (two) months, Transfer Agent shall be entitled to suspend the services. In the event such dues remain unpaid, Transfer Agent shall have the right to recover the dues so payable to it under law.
- 3.6 Either Party shall be entitled to terminate this Agreement with immediate effect in the event of proven (a) fraud, (b) professional misconduct or (c) willful neglect.
- 3.7 In the event of termination of this Agreement, (i) The Company shall pay to Transfer Agent according to the **Schedule-II** for all the amounts due for services rendered and work performed up to the date of termination, and any other fees due under this Agreement and a Statement of Work, including without limitation, Transfer Agent’s incurred expenses and cost as set forth in this Agreement.

#### 4. PAYMENT TERMS

4.1 The Parties herein agree to the following terms of payment:

- a) For the services provided by Transfer Agent, the Company shall pay Service Fees and other expenses and out of pocket (‘OPE’) expenses including travel & stay as per

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**“Schedule-II”** upon submission of invoice by Transfer Agent. In the event any additional services that are agreed to be provided by Transfer Agent (if any) Fees Structure shall be added in Schedule-II of this Agreement, without any effect on the terms and conditions herein agreed, with the applicable period so specified / provided therein. Such addition shall be mutually signed by the authorized signatories of the Parties and duly stamped. The Company shall make payment of the Fees and/or remit the same within 15 (fifteen) days of submission of the invoice without any deduction. Any delay in payment of the Fees shall attract an interest rate @ 18% per annum.

- b) The Fees shall be exclusive of all applicable taxes, and shall be borne by the Company including the tax that is payable on account of any Fees being withheld and/or deducted. Any taxes that are incurred by Transfer Agent shall be reimbursed by the Company along with the next payable fees.
- c) The Parties understand and agree that the escalation of the Fees shall be in a manner as detailed in Schedule-II of this Agreement. In the event of Transfer Agent proposes to escalate the Fees with justifiable reasons, the same shall be agreed and accepted by the Company within 30 (thirty) days by way of written communication. The Parties may mutually arrive at such escalation upon mutual deliberation and record the same in writing.
- d) Any amount that is incurred by Transfer Agent in furtherance to the Services under this Agreement but not part of the Fees shall be considered as OPE shall be reimbursed by the Company upon submission of receipts, within 15 (fifteen) days of such submission.
- e) The Company shall bear all the costs towards ensuring legal compliances that are mandated under the local laws including regulatory approvals and audits.
- f) In the event of premature termination of this Agreement, the Company agrees to pay all sums due and payable to Transfer Agent within 30 (thirty) days prior to the date of termination of the Agreement.

## **5. REPRESENTATIONS AND WARRANTIES:**

### **5.1 Transfer Agent represents and warranties:**

Transfer Agent represents and warrants that, all Services performed by Transfer Agent herein under this Agreement Schedule-I shall be:

- a) Performed and completed in a professional, workmanlike manner by duly qualified professionals with the degree of skill and care required by the best industry standards and Transfer Agent does not have any obligation to replace, any of its personnel that do not, in the Company's estimation, meet these qualifications.;
- b) Transfer Agent has and shall dedicate sufficient professional resources to perform the services outlined herein under this Agreement;
- c) Conform to Company's specification; and Transfer Agent further represents to the Company that Transfer Agent has full power and authority to enter into this Agreement and that Transfer Agent is not a Party to any agreement or understanding, oral or written, or subject to any restriction or any order, law, rule or regulation that would adversely affect

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or restrict Transfer Agent's ability to perform the Services and that any material submitted to the Company by Transfer Agent hereunder is free from all third Party claims or ownership.

5.2 The Company represents and warranties:

- a) The Company hereby confirms and 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 or SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2018 ("LODR") and other relevant statutes pertaining or connected with Share Transfer Activities.
- b) 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.
- c) The Company shall solely be responsible for any litigation/legal matter/claims arising out of the scope of services mentioned in this Agreement at its own cost and effort. Also, Transfer Agent shall not be held liable for any litigation/legal matter/claims arising out of this Agreement. At the request of Company, Transfer Agent shall provide with all the required information/data pertaining to the Company available with the Transfer Agent which is duly shared by the Company for the purpose of this Agreement. Any cost incurred by the Transfer Agent for assisting the Company for its legal matters shall be reimbursed by the Company.

**6. CONFIDENTIALITY**

- 6.1. "**Confidential Information**" shall mean and include any information that is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") within the scope of this Agreement. Confidential Information includes customer information, distributor information, marketing information, know-how, financial information, pricing, process, books of records, business related information, proprietary information, etc. but does not include information, which is: (i) or becomes a part of the public domain without any involvement of Receiving Party; (ii) independently developed by the Receiving Party without use of or reference to the Confidential Information, as evidenced in writing; (iii) expressly permitted to be used by the Disclosing Party; (vi) is received by the Receiving Party from a third Party that does not have a duty of confidentiality to the Disclosing Party; and (v) information that is neither directly and/or indirectly related to the purpose of this Agreement.
- 6.2. The Receiving Party understands that if the Confidential information is disclosed to any third Party (including any competitor) such disclosure would cause irreparable harm and/or damage to the Disclosing Party and agrees and undertakes to maintain its confidentiality and not to disclose, reveal, divulge the Confidential Information to any third Party without prior written permission from the Disclosing Party.
- 6.3. Nothing under this Agreement or pursuant thereto between the Parties shall confer and/or create any intellectual property rights to the other Party in the Confidential Information or otherwise. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information of the Disclosing Party.

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- 6.4. The Receiving Party may disclose the Confidential Information to any Governmental Authority, upon receipt of court order requiring the Receiving Party to disclose certain Confidential Information. Upon receipt of any such court order, the Receiving Party shall promptly inform the Disclosing Party of the same and shall disclose the Confidential Information only to the extent as required under such court order. Further, the Disclosing Party may disclose the Confidential Information to its personnel, its auditors and to its professional advisers only on a 'need-to-know' basis upon prior written consent of the Disclosing Party.
- 6.5. This Clause shall survive as per applicable law post the termination of this Agreement between Disclosing Party and Receiving Party. The Disclosing Party retains all right, title and interest in and to its Confidential Information.

## 7. DATA PROTECTION AND PRIVACY

- 7.1. The term "**Personal Data**" or "**Personal Information**" or "**Processing**", "**Data Principal**", "**Data Processor**", "**Data Fiduciary**" or "**Data Controller**" shall have the same meaning to it as defined in the applicable data protection legislation. The Parties shall comply with all applicable data protection laws (including Digital Personal Data Protection Act, 2023, Information Technology Act of 2000, the Indian Computer Emergency Response Team ("**Cert-In**") Directions, 2022 including any rules, regulations, notifications, directions, guidelines thereto, as amended from time to time) ("**Data Protection Legislations**").
- 7.2. The Company shall ensure that it obtains appropriate consent from the Data Principal or data subject as required under the applicable Data Protection Legislation for processing any Personal Data pursuant to this Agreement. The Company shall be duly authorised to share such Personal Data with the Transfer Agent and permit the Transfer Agent to process the Personal Data on behalf of Company, and the Company shall ensure that it has obtained appropriate consent from the Data Principal in this regard. Further, the Company shall have an obligation to maintain a privacy policy on its website in accordance with the details of collection, processing, storing and transfer of Personal Data as carried out by Company ("**Privacy Policy**").
- 7.3. The Party processing Personal Data pursuant to this Agreement shall share the Personal Data strictly, on a "need to know" and/or "need to have" basis, only to its personnel and consultants, for the limited purposes set out in this Agreement and in case of the Company, including for the purposes as mentioned in its Privacy Policy. The personnel and/or the consultant of the Party processing Personal Data shall have the same degree of obligation to maintain confidentiality of such Personal Data. The Party processing Personal Data and its personnel and consultant shall take utmost care to ensure the confidentiality of the Personal Data and will not through any act or omission or compromise the privacy of such Personal Data. Upon completion of the purpose for which the Personal Data needs to be processed, each Party shall erase such Personal Data subject to any other applicable laws, rules, regulations (including SEBI regulations) that requires such Party to retain such Personal Data for a longer duration, and promptly intimate the other Party of the same.
- 7.4. If either Party shares any Personal Data pursuant to this Agreement with any third Party, then such Party shall ensure that the Personal Data being transferred is transmitted in a safe and secure manner and in compliance with the applicable Data Protection Legislations and any restrictions contained therein or prescribed thereunder from time to

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time.

- 7.5. It is clarified herein that the Company shall be fully responsible for any grievances of the Data Principal that may arise pursuant to the processing of the Personal Data and shall address their concerns as required under the applicable Data Protection Legislations and appoint a grievance officer for this purpose, the contact details of such grievance officer must be updated by the Company on its Privacy Policy. The Transfer Agent shall not be held responsible for any breach of the Data Principal's rights unless such breach is caused by the Transfer Agent which can be substantiated with evidence.
- 7.6. If either Party becomes aware of any unauthorised use, access, violation or breach of Personal Data or security measures in relation thereto, such Party shall forthwith notify the other Party identifying the nature of the unauthorised use, access, violation, breach of Personal Data or security and shall immediately take all such reasonable steps to mitigate any further loss, damage that may arise due to such unauthorised use, access, violation, breach. The Company shall ensure that in case of any Personal Data Breach, Company shall promptly notify Cert-In of such incident within the timeline as required by Cert-In directions, from time to time.

## 8. INDEMNITY

- 8.1 Without prejudice to any other right available under applicable law, the Company shall indemnify, defend and hold harmless the Transfer Agent, its agent, sub-contractors, affiliates, directors, officers and employees (collectively, the "**Transfer Agent Indemnified Parties**") from and against any and all losses, liabilities, damages, deficiencies, demands, claims (including third Party claims), actions, judgments or causes of action, assessments, interests, penalties and other costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred or suffered by, or imposed upon or asserted against, the Transfer Agent Indemnified Parties based upon or arising out of or in relation to or otherwise in connection with:
- a) Any frivolous, unwarranted data/information and/or otherwise which constitutes the scope of the Services assigned to the Transfer Agent affecting the activities performed by the Transfer Agent during the performance of Services inappropriately in the manner required by applicable laws; and/or
  - b) Breach or inaccuracy of its representations and warranties under this Agreement; and/or
  - c) Breach of any of the covenants, undertakings, and/or obligations of the Company under this Agreement and/or any SoW, which if capable of remedy or cure in the sole discretion of the Transfer Agent has not been cured or remedied by the Company within 30 (Thirty) days from the date of receipt of written notice from the Transfer Agent requesting its cure or remedy; and/or
  - d) breach of applicable laws.
- 8.2 The Transfer Agent therefore indemnify the Company (and/or its affiliates, directors, officers and employees) ("**Company Indemnified Parties**") for actions arising out of or directly attributable to Transfer Agent against any and all actual and direct losses incurred or suffered by the Company directly arising out of or in relation to or otherwise in connection with (a) any process errors, (b) willful gross negligence, and/or (c) proven fraud.

Signed with Aadhaar:  
Mona Singhal  
23/07/2025@17:25:04 IST  
Aadhaar no: \*\*\*\* \* 9477

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GOPALA KRISHNAN GIRIDHAR  
23/07/2025@10:58:21 IST



- 8.3 Provided that the Transfer Agent shall be under no liability in respect of any claim under this Agreement and/or under any SOW unless notice of such claim is served upon Transfer Agent by the Company and/or any third Party, no later than 30 days from the date the actual claim so arising. Provided however that if the Transfer Agent disputes any such claim (including any third Party claim), the obligation of the Transfer Agent to indemnify the Company Indemnified Parties shall not arise until the final outcome of such claim.

## 9. LIMITATION OF LIABILITY

- 9.1 Notwithstanding anything contained under this Agreement, the entire and aggregate liability of the Transfer Agent to the Company Indemnified Parties whatsoever and howsoever shall in no event exceed the Six (6) months of Service Fee actually paid by the Company to the Transfer Agent under this Agreement from the cause of action first arose.
- 9.2 Neither Party shall have the right to recover damages or to indemnification of any nature, whether by way of lost profits, expenditures for promotion, payment for good will or otherwise made in connection with the business contemplated by this Agreement and/or any SOW.
- 9.3 The Parties agree and acknowledge that the Transfer Agent will perform the Services in accordance with the guidelines provided by the Company as per industry standards and the Transfer Agent will not be liable to the Company and/or any third Parties including in relation to any investor claim direct or indirect which may arise on account of such action of the Transfer Agent.
- 9.4 The Transfer Agent shall use its best efforts to perform the duties assigned to it in terms of this Agreement and/or any SoW with a reasonable degree of skill and diligence. The Transfer Agent shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by the Transfer Agent, provided however that, the Transfer Agent, shall not be responsible and/or liable in any manner whatsoever for any direct or consequential omission/commission committed by the Transfer Agent in good faith and/or in absence of its negligence and/or breach of the terms of this Agreement and/or any SoW and/or due to reasons beyond the Transfer Agent's control.
- 9.5 The Company understands that, for the purposes of this contractual engagement, Transfer Agent shall operate only on behalf of the Company (as an Agent) for exercising its "Service Obligations". The Company agrees and acknowledges that the Transfer Agent in discharge of its obligations as a service provider shall carry the risk of direct and consequential business and process related exposure which shall belong solely to the Company. Consequently, the Transfer Agent would not be responsible and/or liable in any manner whatsoever for any risks so undertaken and/or to be undertaken by it on behalf of the Company except to extent of the Services agreed to be undertaken under this Agreement in the manner set out in this Agreement.

## 10. NON-SOLICITATION

- 10.1 The Parties agree not make any offer of employment or offer for soliciting the services, during the Term and for a period of 12 (twelve) months thereafter to any employee, subcontractor, staff member, client of the other Party nor shall the Parties hire or use the services of same, either directly or indirectly, and including any third Party who performed Services under this

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Agreement who performed Services under this Agreement without the prior written consent of the other Party.

## 11. DISPUTE RESOLUTION MECHANISM & ARBITRATION

- 11.1 In case of any dispute or difference ("**Dispute**") between the Parties arising out of and/or in connection with this Agreement and/or any SOW, the authorized representative(s) of the Parties shall make best endeavour to resolve such Dispute within 15 (fifteen) Business Days of notification of such Dispute to the other Party.
- 11.2 Pursuant to Clause 11.2, if the Parties are unable to resolve the Dispute within 15 (fifteen) Business Days, the Dispute shall be referred to and finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be carried out by 3 (Three) arbitrators, of whom each Party shall appoint 1(one) arbitrator, and the 2 (two) arbitrators shall mutually appoint the 3<sup>rd</sup> (third) arbitrator, who shall act as the 'presiding officer. The Parties shall bear the cost of the arbitrator appointed by each Party and the cost of third arbitrator shall be equally borne by the Parties.
- 11.3 The arbitral proceedings shall be conducted in English language and the arbitral award so passed by the arbitrators shall be final and binding upon the Parties. The seat of arbitral proceedings shall be held Mumbai, Maharashtra.

## 12. JURISDICTION

- 12.1 This Agreement and the SoWs shall be governed by, and construed in accordance with, the laws of India, and subject to Clause 11 above, the Courts of Mumbai, Maharashtra shall have the exclusive jurisdiction to adjudicate upon a dispute arising therefrom.

## 13. FORCE MAJEURE

- 13.1 Notwithstanding anything contrary contained in the Agreement and/or any SoW, neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement and/or any SoW, when such default or delay is due to any Force Majeure event. For the purposes of this Agreement, the term 'Force Majeure' shall mean and include an act of God, strikes labour dispute, epidemic, pandemic explosion, war, riot, flood, lockdown, earthquake, revolution, act or decision of any Governmental Authority, collapse and/or dislocation of business in the financial market of India and/or any other political and/or industrial disturbance, change of law which affects the performance of the Parties, but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the Party claiming Force Majeure. On the occurrence of a Force Majeure event, the Transfer Agent shall notify the Company in writing of the nature, cause, and impact of such Force Majeure on the performance of the Services by the Transfer Agent.
- 13.2 If the force majeure events continue for a period of more than 30 (thirty) days then either Party may terminate this Agreement and/or any SOW by giving a notice in writing to the other Party.

## 14. NOTICES

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- 14.1 Any notice, request, demands or other communication required or permitted to be given under this Agreement and/or any SoW shall be in writing and shall be delivered either by hand delivery or delivery by courier, or by registered/speed post with acknowledgement due or transmitted by email and properly addressed.
- 14.2 All notices shall be deemed to have been validly given on (i) the Business Day immediately after the date of transmission, if transmitted by email transmission, provided that, no automated delivery failure report has been received by the sender, and (iii) the expiry of 7 (seven) days after posting, if sent by post.
- 14.3 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to all the other Party not less than 10 (ten) days' prior written notice.

## **15. ASSIGNMENT**

- 15.1 Neither Party shall transfer or assign any or all of its rights or interests under this Agreement and/or under any SoW without the prior written consent of the other Party; provided, however, that Transfer Agent shall be entitled to transfer or assign any or all of its rights or interests or obligations under this Agreement and/or under any SoW to any group company of KFinTech.

## **16. ENTIRE AGREEMENT, SEVERABILITY & PREVAILING TERMS**

- 16.1 Entire Agreement. This Agreement, together with all Schedules and SOW(s) or any other documents attached hereto, constitutes the entire Agreement between the Parties and shall cancel and have a superseding effect over any prior understanding between the Parties, whether oral or in writing including any understanding with respect to commercial terms and/or the terms of non-disclosure.
- 16.2 Amendment: No modification or amendment of terms and conditions of this Agreement and/or any SoW shall be binding unless made specifically in writing and executed by the authorized signatories of the Parties and shall become an integral part of this Agreement.
- 16.3 Conflict: In case of conflict between the terms of this Agreement, and any SOW, the terms of this Agreement shall prevail, unless the SOW specifically acknowledges the conflict and expressly states that the conflicting SOW prevails
- 16.4 Severability: If any provision of this Agreement and/or a SoW or the application thereof to any person or circumstance becomes invalid, illegal or unenforceable to any extent for any reason including by reason of any applicable law, the remaining provisions of this Agreement and/or a SoW shall in no way be affected or impaired and shall be valid and enforceable to the maximum extent permitted by applicable law. Any invalid or unenforceable provision of this Agreement and/or of any SOW shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

## **17. REMEDY**

- 17.1 The Parties agree any breach or threatened breach of the provisions of this Agreement by one Party is likely to cause irreparable loss, harm and injury to the other Party to this

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Mona Singhal

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Agreement or to third Parties, which may not be adequately quantifiable or determinable in monetary terms. The Parties hereby agree that each Party shall have the right to seek remedy for any breach or threatened breach or violation by the other of any obligations and conditions as contained hereunder by way of injunction in addition to and not in lieu of any other legal or equitable relief including monetary damages. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law, equity or in this Agreement.

## 18. RELATIONSHIP BETWEEN THE PARTIES

18.1 The relationship between the Parties under this Agreement is of Principle and Agent, where the Company acts as a Principle and the Transfer Agent/KFintech shall act as its Agent (in the capacity of RTA license provided by SEBI for action as an Agent to Principal) and nothing contained in this Agreement may be construed to create or constitute a joint venture, partnership, franchise, lease, principle to principle or any other arrangement other than as expressly granted in this clause.

## 19. NO WAIVER

19.1 No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement and/or of any SOW shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement and/or of any SOW shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement and/or of any SOW or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement and/or of any SOW.

## 20. COUNTERPARTS

20.1 This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing one or more of such originals or counterparts.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

## CONFIRMED AND ACCEPTED

Signed On Behalf of the **Abram Food Limited**  
Mona Singhal  
23/07/2025@17:25:04 IST  
Aadhaar no: \*\*\*\* \* 9477  
Mona Singhal  
Authorized Signatory

**Designation: Director**  
.....

On Behalf of **KFin Technologies Limited**  
Digitally signed by:  
GOPALA KRISHNAN GIRIDHAR  
23/07/2025@10:58:23 IST  
Giridhar G  
Authorized Signatory

**Designation: Chief Business Officer**  
.....

## **SCHEDULE - I**

### **SCOPE OF SERVICES**

#### **1. SPECIFIC ACTIVITIES:**

- a) The Registrar & Transfer Agent will receive and attend to correspondence received from shareholders/THE COMPANY/Stock Exchanges, 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/ transmissions/ transpositions/ other requests/ complaints by maintaining an 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 requests/ complaints.

- b) The Company shall also maintain an 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. The Company shall hand over all the transfer requests/ request for endorsement as fully paid up/ other correspondence well in time under a covering letter to the Registrar & Transfer Agent. The receipt of the above documents should be acknowledged by the Registrar & Transfer Agent.
- c) The Registrar & Transfer Agent shall process all transmissions/ transpositions/ change of address/ other requests/ complaints and generate checklist, verify the same and make requisite corrections of such data.
- g) The Company agrees to conduct Shareholder Committee meeting at frequencies agreed upon between the Parties hereto specified in this Agreement which will enable the Registrar & Transfer Agent to complete the duplicate shares/ transmissions/ transpositions of the securities within the prescribed time under the applicable provisions of law/Listing Regulations.
- h) After receipt of approval for proposals from the Shareholder Committee, the Registrar & Transfer Agent shall Letter of Confirmation (LOC) authenticating the processing of duplicate shares/transmissions/transpositions of securities. In case endorsement is required to be made by the Registrar & Transfer Agent, The Company shall authorize the Registrar & Transfer Agent to do so by passing a resolution at its Board Meeting.
- i) In case of endorsement of share certificates, The Company/Registrar & Transfer Agent shall ensure that the authentication is done by an authorized signatory.
- j) The Registrar & Transfer Agent shall dispatch the transferred share certificates under a covering letter. The Registrar & Transfer Agent shall maintain postal journal/ dispatch register for the dispatch of LOCs. The documents may indicate the date of dispatch and name of the post office where the dispatch has taken place.

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- l) Enter the transaction details in the Register of Members, preparation of new ledger sheets for the Register of Members in case of new shares.
- m) The Registrar & Transfer Agent shall cut the specimen signatures of the new shareholders, paste and maintain specimen signature cards up to date. The specimen signature cards of shareholders with nil holding will be removed and stored separately. Alternatively the Registrar & Transfer Agent shall capture the signatures with the help of signature scanner and store the same in its computers. One copy of the backup of signatures to be kept with the Company which shall be updated at fortnightly intervals.
- n) The Registrar & Transfer Agent shall maintain Movement Register to record the date of receipt of requests/ requests for endorsement as fully paid up/other correspondence received directly from The Company. Similarly the Registrar & Transfer Agent shall record the date of submission of proposals to the Shareholder 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.
- o) The Registrar & Transfer Agent shall maintain a Register of all shareholders, interalia, containing their addresses, number of shares held by them etc. One copy of the member register to be kept with the Company. A soft copy of the updated member register would be provided to the Company every quarter.
- p) The Registrar & Transfer Agent shall also maintain a separate Register in respect of duplicate share certificates issued, containing therein full particulars of the names, the date of request for issuance of duplicate share certificates, the reasons thereof, and the documents received in respect thereof.
- q) The Company shall be responsible for arranging the issuance of public notices in the newspapers as per the requirement of Listing Regulations or the provision of relevant statutes for the time being in force concerning to the closure of Register of Members, payment of dividend etc.
- r) The Registrar & Transfer Agent shall be responsible for compliance of the relevant provisions of the Listing Regulations entered into by the Company with the concerned Stock Exchange(s) and shall ensure that no default occurs in respect thereof due to any act of commission or omission. The Company shall make available to the Registrar & Transfer Agent copies of all such Listing Regulations for the Registrar & Transfer Agent's guidance and records.

## II. General

1. Attending to general correspondence regarding change of address, consolidation/ splitting of certificates, non-receipt of share certificates, dividend warrants and other letters received from the Company/ SEBI/ Stock Exchange(s) etc.

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2. Printing of new share certificates in lieu of misplaced, lost, and mutilated certificates. The Registrar & Transfer Agent shall issue new certificates against request for consolidation or splitting.
3. The Registrar & Transfer Agent shall update all records and generate all reports and returns required for the AGM/ Extraordinary General Meetings, dispatch Annual Reports, Circulars and Notices etc. to shareholders.
4. The Registrar & Transfer Agent shall process and print dividend warrants, call notices etc. to shareholders and dispatch the same.
21. All reports including the distribution schedule, statements as mutually agreed between the Company and the Registrar & Transfer Agent shall be maintained up to date by the Registrar & Transfer Agent.

### III **Output statements:**

Following periodic statements will be provided, either by computer generation and manual checking, or only manually depending on the volume of work:

1. Transactions register /Changes in the holding, if any
2. Report on shareholding pattern
3. Covering letters for dispatch of share certificates duly transferred /endorsed
4. Specimen signature confirmation
5. Annual returns
6. Submission of quarterly, annual reports to the stock exchanges
7. Monthly/quarterly reports regarding transfer/transmission of shares
8. Complaints received and attended.

**Electronic mode: NSDL / CDSL operations:** The scope of work covers the following:

1. Maintenance of dematerialized scrips in the depository
2. Regular updating of the data downloaded by NSDL / CDSL on a periodical basis
3. Confirmation of the updations to NSDL / CDSL on daily basis
4. To confirm demaurem at request as required under Law
5. To furnish the Company beneficiary list as and when asked for.
6. To discharge all other activities related to dematerialisation / rematerialisation of Securities as per Depositories Act, 1996, and the SEBI Regulations, 1996.
7. To adhere and comply with all the terms and conditions mentioned in the respective Tripartite agreements signed between the Company' the Transfer Agent and the Depositories, viz. NSDL &CDSL.

### **Web services**

1. Investor query (Real Time Online)
  - a. Query by folio no.
  - b. Query by application no.
  - c. Query by warrant no.
  - d. Query by certificate no.
  - e. Query by refund order no.

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2. Benpos comparison report generated once in a week.
  - a. Complete file of NSDL / CDSL
  - b. Comparison file of NSDL / CDSL
3. Share Holding Pattern as on the last date of Benpos.
4. Correspondence MIS online real time basis.
5. Dividend details online real time basis.

**SCHEDULE - II**  
**FEES AND CHARGES**

The Schedule of Fees submitted herewith is strictly confined to the scope of work.

#	Particulars	Rate	Fees (₹)
1.	Folio maintenance charge	Lump sum	₹50,000/- (Rupees Fifty Thousand) only, per annum.
2.	Mailing List		
3.	Maintenance of communication links for each depository (NSDL and CDSL) to cover cost of maintaining ongoing linkage expenditure incurred for the Depository Link Operation.		
4.	Web Related activities – <b>KARISMA</b> *		
5.	Preparing of Data for Annual Return Filing		
6.	Warehousing Charges for Record maintenance		
7.	AGM/EGM conducting charges / Dividend Processing	Prior approval on the charges will be taken from the Company.	

Fee mentioned above is exclusive of taxes. Taxes will be charged extra as applicable.

Any other work in addition to the above, will be charged extra based on the needs and requirement of the Company.

***OUT OF POCKET EXPENSES***

All out of pocket expenses such as Easy read stationery, other stationery, postage and courier charges, telephone and communication expenses, travelling and conveyance expenses, legal expenses, labour charges and fax etc., will be charged on actual basis. Supporting bills, vouchers etc., will be provided wherever possible.