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महाराष्ट्र MAHARASHTRA

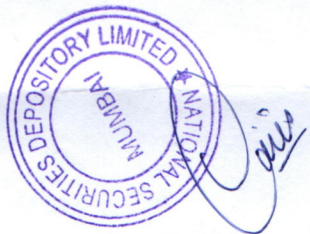
2023

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भारतीय न्यायिक कार्यालय, मुंबई
 प.सु.वि.क्र. ८०००००७
 28 DEC 2023
 सक्षम अधिकारी

श्री. जतुल वि. किर्डे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE TRIPARTITE AGREEMENT
 EXECUTED BETWEEN
 ROYAL ARC ELECTRODES LIMITED (ISSUER) REGISTRAR KFIN TECHNOLOGIES
 LIMITED AND THE NATIONAL SECURITIES DEPOSITORY LIMITED



जोडपत्र-१/Annexure-I

क्यात प्रतिज्ञापनासाठी/Copy for Affidavit

क्रमांक/दिनांक वही अ. क्रमांक/दिनांक
Index Register Serial No./Date:

क्यात विकत घेणाऱ्याचे नांव व राहिल्याची पत्ता व सही
Purchaser's Name/Place of

Address & Signature

क्यात घेतलेल्या मालाचा पुरावा देण्यासाठी परवानाधारक सुम्रांक विक्रे

परवाना क्रमांक एल.एस.टी.-८०००००७

जी-३, हेमू वलाधिक इमारत, अल्का विहार हॉटेलच्या बाजूला

एल.आय.सी. कार्यालयाला भोवणे, एल.टी. रोड,

मालाड (पश्चिम), मुंबई-४०० ०६४.

क्यात घेणाऱ्यासाठी ज्यांनी सुम्रांक खरेदी केला त्यांची त्याच कारणासाठी
सुम्रांक खरेदी केल्यापासून व अतिन्याय वापरणे बंधनकारक आहे

Tel.: 28807359 / Mob.: 9820141066

Royal Arc Electrodes Ltd
72-B, Bombay Talkies Compound,
S. V. Road, Malad (W),
Mumbai - 400 064.

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- 8 JAN 2024





महाराष्ट्र MAHARASHTRA

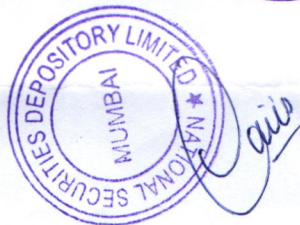
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प्रमाण दस्तावेज कार्यालय, मुंबई.
प.सु.वि.क्र. ८०००००७
28 DEC 2023
सक्षम अधिकारी

श्री. जयुष वि. विरडे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE TRIPARTITE AGREEMENT
EXECUTED BETWEEN
ROYAL ARC ELECTRODES LIMITED (ISSUER) REGISTRAR KFIN TECHNOLOGIES
LIMITED AND THE NATIONAL SECURITIES DEPOSITORY LIMITED



जोडपत्र-१/Annexure-1

क्याल प्रतिज्ञापनासाठी/Oath for Affidavit

ज्याचे विक्रेता वही अ. क्रमांक/दिनांक
Jyale Register Serial No./Date: -

ज्याचे विकत घेणाऱ्याचे नाव व राहिल्याची पत्ता व सही
Purchaser's Name/Place of
Residence & Signature

पारवाना प्रकरणात शिंदे परवानाधारक मुद्रांक विक्रेता
परवाना प्रकरणांक एल.एस.व्ही.-८०००००७

जी-३, हेमु तलापिक इमारत, अल्का विहार हॉटेलच्या बाजूला

एल.आय.सी. कार्यालयाच्या मागे, ए.व्ही.रोड,

मालाड (पश्चिम), मुंबई-४०० ०६४.

या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांची त्याच कारणासाठी
द्राक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे

Tel.: 28807359 / Mob.: 9820141066

Royal Arc Electrodes Ltd
72-B, Bombay Talkies Compound,
S. V. Road, Malad (W),
Mumbai - 400 064.



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- 8 JAN 2024

TRIPARTITE AGREEMENT BETWEEN THE ISSUER, REGISTRAR AND THE NATIONAL SECURITIES DEPOSITORY LIMITED

This Tripartite Agreement made and entered into on the date mentioned herein below between the Issuer, which is a company incorporated and registered under the provisions of the Companies Act, 2013 (hereinafter called the "Issuer" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title), Registrar and Transfer Agent whose details are given below (hereinafter called the "R&T Agent" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) and National Securities Depository Limited having its registered office at 4th Floor, 'A' Wing, Trade World, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 (hereinafter called the "NSDL")

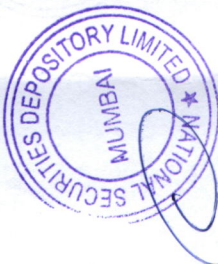
	Name	Registered Office Address
Issuer	Royal Arc Electrodes limited	72 B, Bombay Talkies Compound, Malad West, Mumbai 400064, Maharashtra, India.
Registrar and Transfer Agent	KFin Technologies Limited	"Selenium Tower-B", Plot No. 31 & 32, Gachibowli, Financial District, Nanakramguda, Scrlingampally, Hyderabad - 500032, Telangana
Date of Application	01-01-2024	
Date of Agreement	29-01-2024	

Witnesseth as Follows

WHEREAS The Issuer and or its Registrar and Transfer Agent has furnished, to the NSDL an application for its securities being admitted as an "eligible security" in the depository system and whereas the second undersigned is working as the R&T Agent of the Issuer

NOW THEREFORE in consideration of the NSDL having agreed to admit the securities of the Issuer as being eligible for being admitted on the depository system, the parties to this Tripartite Agreement hereby covenant and agree as follows:

- The Issuer and/or the R&T Agent agree and undertake to comply with the provisions of the Bye Laws and the Business Rules of NSDL, wherever applicable.
- The Issuer, its R&T Agent and NSDL hereby agree that the Bye Laws and Business Rules of NSDL shall be part of the terms and conditions of every agreement, contract or transaction between the parties to the agreement.
- The Issuer and/or its R&T Agent shall be bound by any amendment to the Bye Laws and Business Rules of NSDL with respect to any transaction occurring subsequent to the time of such amendment. Such amendment shall take effect as if it were originally a part of the Bye Laws and Business Rules of NSDL.
- The agreement and all contracts and transactions effected by the Issuer, and/or its R&T Agent under the Bye Laws and Business Rules of NSDL or through the facilities of NSDL shall be governed by and be construed in accordance with the provisions of the relevant laws as well as the rules and regulations of the Regulatory Bodies having jurisdiction in respect of the same from time to time.
- The Issuer and/or R&T Agent shall furnish a list of authorized officials who shall represent and interact on behalf of the Issuer and/or R&T Agent with NSDL within fifteen days of the execution of this agreement and any changes including additions/deletions, thereof shall be communicated to NSDL within fifteen days of such change.
- The Issuer shall send to NSDL copies of the letters approving listing and commencement of trading issued by the relevant stock exchanges in respect of securities held in dematerialised form with NSDL.
- NSDL shall allocate unique identity codes to both the Issuer and/or its R&T Agent.
- The Issuer and its R&T Agent shall establish continuous electronic means of communication with NSDL and NSDL shall provide necessary manuals & procedural guidelines to the Issuer and/or its R&T Agent, as is necessary for effective and prompt conduct of the business of the Depository. The Issuer and/or its R&T Agent shall maintain such systems, procedures, means of communication, adequate infrastructure, hardware, software security devices and back-up facilities as may be prescribed by NSDL.
- The Issuer and/or its R&T Agent shall strictly follow the backup procedure recommended by NSDL. A copy of the latest back-up of database and subsequently incremental backup shall be maintained at a designated remote site.
- The Issuer and/or its R&T Agent shall comply with all the systems and procedures recommended by NSDL and shall allow access to their systems by NSDL designated EDP Audit Team for periodic assessment of compliance with systems and procedures.
- The Issuer and/or its R&T Agent agree that NSDL shall not be liable to the Issuer and/or its R&T Agent for any loss arising out of any failure of the Issuer and/or its R&T Agent to keep full and upto date security copies (backup) of computer programme and data it uses in accordance with the best computing practice.
- The Issuer shall inform NSDL on the next day on which the information is being sent to the stock exchanges in which the eligible securities are listed, about the dates from which new shares arising out of conversions, further issues, final call payments, etc. become pari-passu with its existing shares.
- The Issuer shall furnish information to NSDL of any further issues such as rights, bonus, public offerings with details viz.: opening and closing dates, issue size, issue price, record date, book closure, proportion, along with a copy of the offer document.
- The Issuer shall give information to NSDL about book closures, record dates, dates for the payment of interest or dividend, dates for annual general meetings and other meetings, dates for redemption of debentures, dates for conversion of debentures and warrants, call money dates, amalgamation, merger, reduction of capital, reconstruction scheme of arrangement, sub-division, consolidation, and conversion of debentures/loans and such other information relating to any corporate action, on the next day it is being communicated to the relevant stock exchanges, where the eligible security is listed.
- The Issuer and its R&T Agent undertakes that the dematerialisation and rematerialisation requests are processed within fifteen and thirty days respectively. However, it is agreed that in case of bulk dematerialisation requests, this period may be extended to thirty days.
- The Issuer and its R&T Agent undertakes that no dematerialisation requests shall be accepted when there are any prohibitory order, stop transfer, attachment order, or disputed title, on the day of such request. It is agreed that where a court order has been received by the Issuer and/ or its R&T Agent or where there are court orders against any transfer request, if such a request is entertained, the Issuer and/or its R&T Agent shall be entirely responsible. The Issuer and/or its R&T Agent agrees to be fully responsible for

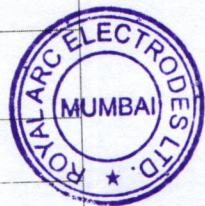


- destruction, mutilation and cancellation of certificates received and accepted by it for dematerialisation.
17. It is agreed that the Issuer and its R&T Agent will continue to be responsible for corporate actions. The NSDL undertakes to provide the list of beneficial owners with suitable details to the Issuer or R&T Agent as of the record date. This list shall be provided by the NSDL fifteen days after such request has been received by the NSDL. In the event of any loss caused to the Issuer and/or its R&T Agent, in respect of any incorrect information relating to the Client, furnished by NSDL or its Participant, NSDL shall indemnify such losses.
 18. The Issuer and/or its R&T Agent shall indemnify NSDL in respect of any loss or liability incurred, or any claim arising in respect of any incorrect information furnished by the Issuer and/or its R&T Agent in respect of the operations of the Depository.
 19. Any claims, disputes or liabilities arising in respect of any securities which have been rematerialized under intimation from the Issuer and/or its R&T Agent to NSDL after the despatch of such securities' certificates in the manner laid down under the Bye Laws shall be settled between the Issuer and/or its R&T Agent and the owner of such securities.
 20. In the case of securities that have been dematerialised and electronically credited to the accounts of the Clients in NSDL under intimation from the Issuer and/or its R&T Agent in the manner laid down under the Bye Laws, any claims, disputes or liabilities or cause of action from a third party arising in respect of such securities pertaining to any fake or forged securities shall be settled between the Issuer and /or its R&T Agent and such third party.
 21. NSDL may authorise persons who, shall have the right to enter during the regular business hours, on any working day, the premises of such Issuer and/or its R&T Agent where the records relating to the depository operations are being maintained and inspect, and take copies thereof.
 22. NSDL shall provide reports updating details of Beneficial Owners on a fortnightly basis to the Issuer and /or its R&T Agent.
 23. NSDL shall provide the details of the list of Beneficial Owners as well as the pending requests for Dematerialisation and Rematerialisation that may be required by the Issuer and/or its R&T Agent from time to time on the payment of such charges as may be provided in the Business Rules. Such information shall be provided within fifteen days from the date of making such

- request and where the list of Beneficial Owners is required as on a particular date, the same shall be provided within a period of fifteen days after such date or fifteen days from the date of receipt of such request by the NSDL, whichever is later.
24. NSDL shall in its discretion provide any other details that may be required by the Issuer and/or its R&T Agent from time to time on the payment of such charges as it may deem fit.
25. The Issuer and/or R&T Agent shall inform NSDL of any proposed changes in the address of the Registered Offices, Corporate Office, or of the location where the equipment for communication with NSDL is situated not less than thirty days before the date of such change.
26. NSDL shall inform the Issuer and/or its R&T Agent of any proposed changes in the address of its Registered Office or Corporate Office not less than thirty days before the date of such change.
27. The Issuer shall not change, discontinue or substitute its R&T Agent unless the alternative arrangement has been agreed to by NSDL.
28. The Issuer and/or its R&T Agent shall not assign to any other person/entity its functions & obligations, relating to transactions with the Depository, without the approval of NSDL.
29. All parties to this Agreement shall resolve the grievances of the Beneficial Owners within a period of twenty-one days, from the date of receipt of the complaint, concerning NSDL, the Issuer and/or its R&T Agent.
30. All parties to this Agreement shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of NSDL, and that such procedure shall be applicable to any disputes between the NSDL and the Issuer and/or R&T Agent.
31. All parties to this Agreement further agree that all claims, differences and disputes, arising out of or in relation to dealings on the Depository including any agreements, contracts and transactions made subject to the Bye Laws or Business Rules of the NSDL or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions, agreements and contracts have been entered into or not, shall be subject to the exclusive jurisdiction of the Courts at Mumbai only.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE ON TO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS AGREEMENT IN TRIPLICATE ON THE DAY, MONTH, YEAR AND PLACE FIRST MENTIONED.

SIGNED, AND DELIVERED	
By the within named through its authorised representative	Royal Arc Electrodes limited
Mention name of official here	Bipin Sanghvi
in the presence of	Mention name of official here Hardik Sanghvi



SIGNED, AND DELIVERED	
By the within named through its authorised representative	KFin Technologies Limited
Mention name of official here	Manisha Anirash Shinde
in the presence of	Mention name of official here Gaurav Singh



SIGNED, AND DELIVERED	
By the within named through its authorised representative	"National Securities Depository Limited"
in the presence of	Vishal Gargar (SVP) Toupti Bamlekar (AM)

