



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AD 439047

### CORPORATE REGISTRY SERVICES AGREEMENT

The AGM Services Agreement (Agreement) is made and entered into on this 3<sup>rd</sup> day of July 2020, at Kolkata.

Between

**EIH Associated Hotels Limited**, a company incorporated under the Companies Act, 1956/2013, and having its Registered Office at 1/24, GST Road, Meenambakkam, Chennai - 600027 (hereinafter called the "**Company**" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the First Part;

AND

**KFin Technologies Private Limited** (formerly known as *Karvy Fintech Private Limited*) a Company incorporated under the Companies Act, 2013 having its Registered Office at Selenium Building, Tower- B, Plot No-31&32, Financial District, Nanakramguda, Serilingampally, Hyderabad-50 0032(hereinafter called "**KFINTECH**" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the Second Part;

*Company and KFINTECH are collectively referred to as Parties and individually as Party*

## WHEREAS

1. The Ministry of Corporate Affairs (MCA), Government of India has issued clarification on holding Annual General Meetings (AGM) through video conferencing & other audio-visual means (OAVM) and providing electronic platform for voting under the Companies Act 2013 vide General circular No: 20/2020 dated May 5, 2020.
2. The Company is desirous of conducting an Annual General Meeting (AGM) through Video conferencing by providing remote e-voting services to the shareholders of Company and has therefore approached KFINTECH to provide the AGM services and remote e-voting services through its Platform ('Services').
3. KFINTECH has agreed to provide Services, which is permitted under the Companies Act, 2013, the rules and guidelines framed thereunder or in relation thereto. KFINTECH will use a computer based machine technology to display an electronic ballot, record the total votes cast electronically from remote locations of the unit holder that gets registered in the electronic registry and counted in a centralized server and provide the total number of votes cast for an against the motion out to vote ("Voting services").

## NOW IT IS HEREBY AGREED BY THE PARTIES WITH MUTUAL COVENANTS AND PROMISES AS FOLLOWS:

1. The Services shall be governed by and be construed in accordance with the provisions of applicable laws of India, as amended time to time including but not limited to Information Technology Act of 2000 along with the rules framed under it and laws related to anti-corruption, bribery, abetment of corruption, bribing any private person.
2. The Company may from time to time authorize/designate its officials who shall interact with KFINTECH on behalf of the Company with respect to the Services and/or any changes and/or modification thereto.
3. KFINTECH shall enable the members of the Company to conduct AGM and cast votes electronically through its platforms and systems as prescribed in **Schedule A**
4. KFINTECH shall monitor the (i) AGM and Voting Services (ii) timelines in relation to perform the Services hereunder that are mutually agreed and shall provide its Services accordingly.
5. The minutes and list of participants in AGM and results of the votes shall be downloadable by the Company and/ or by the independent scrutinizer appointed by Company. The Company shall provide all the necessary details of the independent scrutinizer such as the name, phone number, email address *et cetera* or any other information, 10 (Ten) days prior conducting the AGM.

6. Subject to adherence to the Services enlisted in Schedule A of this Agreement, KFINTECH will keep the data containing the details of the Register of Members, the resolutions uploaded/updated by the Company and the details of the VC data and votes polled up to 90 days from the close of the AGM and voting period. Thereafter, the entire data along with the customizations done to the Platform would be completely purged from the KFINTECH systems and servers. Each Party's obligation with respect to data privacy shall survive termination of the Agreement for a period of as may be required under law and shall survive the termination of the Agreement.
7. KFINTECH shall not use the information / data uploaded/provided by the Company for any other purpose apart from the limited purpose of AGM and conducting the remote e-voting services.
8. The Company and KFINTECH shall be responsible for compliance of the provisions of the Companies Act, 2013 and any other applicable laws/statutes/rules and regulations made thereunder governing e-Voting and AGM services.
9. Either Party shall not withdraw from the Agreement during the process of AGM and Voting services. In the event mutually agreed and decides to do so, Company shall be solely responsible for consequences thereof including but not limited to the resolution of the complaints / claims of the shareholders, if any.
10. KFINTECH shall be responsible for intimating the VC link and PIN mailer to the shareholders whose valid e-mail IDs are provided by Company and in case the email-ID has not been registered with the Company, then to the registered mobile number that will give access to e-voting platform. The Company shall be responsible for activating the link for AGM through VC and upload the same in the e-Voting system. KFINTECH shall be responsible for the privacy of the passwords which shall be system generated, and optionally provide an option to modify the password by the shareholder. The Company and KFINTECH agree that strict confidentiality will be maintained in handling all Confidential Information. The Parties shall comply with all Laws, Rules and Regulations (including Information Technology Act of 2000 and UIDAI Act of 2016) pertaining to Data Protection, Privacy and Information Security including obtaining ISO 27001: 2013 Certification for providing an assurance to the parties herein that all technological measures are in place for ensuring there is no leakage of Data in any manner.
11. The Company and KFINTECH agree that the password for AGM VC link and e-Voting in respect of demat accounts in joint holding pattern, shall be sent to the first holder.
12. The fees payable to KFINTECH would be as mutually agreed between the Parties for the proposal as enclosed in Annexure I of the agreement:

The Company shall pay an advance of 70% of the total amount of service charges plus applicable Goods and Service tax (GST) and balance 30% within 7 (Seven) days from receipt of correct and relevant GST compliant invoice raised by Kfintech. All payments made by the Company would be subject to withholding taxes as per applicable laws in India. Any delay in payment of the Fees shall attract an interest rate @ 18% per annum.

13. KFINTECH shall upload and input all the relevant data required under the GST Law, on the GSTN portal, to ensure invoices paid by the Company are matched correctly on GSTN portal. KFINTECH shall comply with all relevant provisions of GST law in this regard. The Company shall have right under this Agreement, to recover/withhold an amount equivalent to any loss of Input Tax Credit which is caused due to non-submission of GST data or incorrect submission by KFINTECH to the GSTN portal.
14. The Parties agree that part payment received by KFinTech in accordance to the Agreement is not be refundable post signing of this Agreement and initiation of customization & or services by KFINTECH.
15. KFINTECH shall indemnify the Company for any loss caused to or any claims made against the Company due to, (a) operational errors beyond the mutually accepted limits arising from non-fulfillment of its obligations under the Agreement and terms of the Proposal (b) fraud, (c) willful misconduct (d) negligence and (e) data leakage and breach of confidentiality upon not following the standards prescribed by ISO 27001 by KFINTECH. However, liability of KFINTECH shall be limited to the value of [50]% of the fees paid by Company under this Agreement except for liability arising from KFINTECH's breach of its data privacy and confidentiality obligations under this Agreement.
16. Each party can terminate this Agreement by giving a prior written notice of 30 (Thirty) days to the other party.
17. KFINTECH represents to the Company that the provision of the Services through the respective Platforms shall not violate any proprietary and intellectual property rights of any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights. The Parties herein understand that, the Company is mere using the services and shall either not claim or have any right over the intellectual property rights and shall not use, attempt to use the platform post the termination of the Agreement.
18. KFINTECH undertakes that no government-owned or controlled organization or government official shall be contacted / used to influence the KFINTECH business or relationship, with the Company.
19. In case of any dispute or any difference between the parties arising out of or in relation to this Agreement including disputes or differences as to the validity of this Agreement or interpretation of any of the provisions of this Agreement, the same shall be resolved by negotiation between the parties through their Authorised Representatives or Business Heads of both the parties under this Agreement. In the event that the dispute remains unresolved within 30 (Thirty) days, then same shall be resolved in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any modifications or amendments thereto, or any reenactment for the time being in force subject to the stipulation that place of arbitration shall be Mumbai and the language of the arbitration proceedings shall be English. The arbitration proceedings shall be carried out by three arbitrators, of whom each party shall designate one, with the third arbitrator to be mutually nominated and appointed by both parties.
20. The parties hereto agree that only courts at Hyderabad shall have exclusive jurisdiction in all matters arising out of or related to this Agreement.

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

**SIGNED, AND DELIVERED**

By the within named Company,  
**EIH Associated Hotels Limited**  
through its authorized representative

**Name:** INDRANI RAY

**Designation:** Company Secretary

in the presence of: \_\_\_\_\_

**SIGNED, AND DELIVERED**

By the within named  
**KFin Technologies Private Limited**  
through its authorized representative

**Name:** \_\_\_\_\_ :

**Designation:** \_\_\_\_\_

in the presence of: \_\_\_\_\_ :

## Annexure I

### A. Scope of services

Service	Scope of service
<b>AGM through Video Conference</b>	<p><b>1) Software Development, Customization and Usage Charges for Video Conference:</b></p> <ol style="list-style-type: none"> <li>Integration &amp; Video conferencing / transmission</li> <li>Integration with Attendance logs</li> <li>Uploading of Register of Members</li> <li>Speaker Registration</li> <li>Preparation of Reports post the AGM</li> </ol> <p>Note: Video Transmission up to 2 hours. Over and above 2 hours, Rs. 5,000/- for every additional block of 15 minutes</p> <ol style="list-style-type: none"> <li>Voting during the AGM VC Session</li> <li>Dedicated moderator assistance</li> <li>Video Recording copy with transcription</li> <li>Charges for usage of self-help module and integration with the shareholder Data Base for validation and capturing of email and mobile numbers</li> </ol> <p>* <b>Above charges include Internet bandwidth usage / Storage space / Technical Support at our end</b></p>
<b>e-Voting services</b>	<ol style="list-style-type: none"> <li>Software Charges</li> <li>Uploading of Register of members</li> <li>Generation of Password</li> <li>Password sending through E-mails</li> <li>Assistance to Scrutinizer in compiling e-voting results</li> <li>Assistance in preparation e-voting Summary</li> </ol>
<b>Applicable Taxes</b>	As per prevailing rates

**B. Fee structure for Video Conferencing & Remote e-Voting Services****SCHEDULE: I**

<b>Video Conference facility for E-Meeting (AGM, EOGM, Court Convened, any other)</b>		
1	<b>Software Development, Customization and Usage Charges for Video Conference</b>	<b><u>Rs.35,000/- per eAGM</u></b> (up to 50,000 folios / beneficiary owner) Additional cost over 50,000 Folios Rs.0.40 per Folio  (Total number of members uploaded would be basis for determining the number of folios/ beneficiary owner)  <b>Provision for Login upto 1000 members</b>
	<p>a. Integration &amp; Video conferencing / transmission</p> <p>b. Integration with Attendance logs</p> <p>c. Uploading of Register of Members</p> <p>d. Speaker Registration</p> <p>e. Preparation of Reports post the AGM</p>	
	The above Point No. 1 includes Video Transmission up to 2 hours. Over and above 2 hours, Rs. 5,000/- for every additional block of 15 minutes.	
	For more than 1000 login of members, the company would have to intimate us in advance, atleast 48 hours prior to the time of the Meeting to enable us to provide you the commercials for the same, and for making adequate additional infrastructure for the additional members. The additional logins would be in multiples of 500 members.	
2	Voting during the AGM VC Session	Rs.10,000/- lumpsum
3	Dedicated moderator assistance	Rs.5000 per meeting
4	Video Recording copy with transcription	Rs.5000/- lumpsum
5	Any other report / service	Would be at actuals in consultation with you.
6	Charges for usage of self-help module and integration with the shareholder Data Base for validation and capturing of email and mobile numbers	<p>a. Setup charge of Rs.5000/- lumpsum</p> <p>b. In addition, overall cost for Data Base linking and updating Rs. 0.10 per Folio</p>
7	Applicable Taxes	c. As per prevailing rates
<b>* Above charges include Internet bandwidth usage / Storage space / Technical Support at our end</b>		

**SCHEDULE: II**

<b>Remote e-Voting - Services</b>		<b>Cost (Rs)</b>
1.	Software Charges	Rs.0.30 per folio / beneficiary owner (Subject to minimum of Rs.25,000/-) per e-Voting event
2.	Uploading of Register of members	
3.	Generation of Password	
4.	Password sending through E-mails	
5.	Assistance to Scrutinizer in compiling e-voting results	
6.	Assistance in preparation e-voting Summary	
7.	Applicable Taxes	As per prevailing rates

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

**SIGNED, AND DELIVERED**

By the within named Company,  
**EIH Associated Hotels Limited**  
through its authorized representative

**Name: INDRANI RAY**

**Designation: Company Secretary**

in the presence of: \_\_\_\_\_

**SIGNED, AND DELIVERED**

By the within named  
**KFin Technologies Private Limited**  
through its authorized representative

**Name:** \_\_\_\_\_ :

**Designation:** \_\_\_\_\_

in the presence of: \_\_\_\_\_ :