



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

R 416186

Sl.No: 1560.....Date: 31/01/2009 Rs:100/-

PURCHASER: K.Srinivas S/o Raghavulu R/oHyd

FOR WHOM: Venture Capital And Corporate Investments Pvt.,Ltd. Hyd 26/C, Vengalrao Nagar,  
HYDERABAD-38.Ph.23814765

K.ANITHA

Licence No.56/96 RL No.1/2008

THIS MEMORANDUM OF UNDERSTANDING MADE ON 4th MAY, 2011 AT HYDERABAD BETWEEN VENTURE CAPITAL AND CORPORATE INVESTMENTS PRIVATE LIMITED, a Company within the meaning of the Companies Act, 1956 and having its Registered Office at 12-10-167, Bharat Nagar, Hyderabad - 500 018 (hereinafter referred to as "Share Transfer Agent") AND BARON INFOTECH LIMITED a company within the meaning of the Companies Act, 1956 and having its registered office at 1-8-303/27, 2<sup>nd</sup> Floor, Om Plaza, Sindhi Colony, P.G.Road, Secunderabad - 500 003. (hereinafter referred to as "the company").

WHEREAS

1. The company has 3548 folios and has to render services relating to transfer, transmission, etc. in accordance with its Article of Association.
2. The Transfer Agent is a SEBI registered Share Transfer Agent having registration No: INR00001203 and the company has approached the Transfer Agent to act as Share Transfer Agent and accordingly an Agreement (MOU) dated 06.05.2010 was entered into by both the parties which is in force till 05.05.2011 and to continue the said Agreement (MEMORANDUM OF UNDERSTANDING), the parties herein agreed to renew the same for a further period of one year from 06.05.2011 on the following terms and conditions.

For BARON INFOTECH LIMITED

Signature  
Director

For Venture Capital and Corporate Investments Pvt Ltd.

Signature  
Director

3. In terms of Rule 4 (1) (b) of the SEBI (Registrar to an Issue and Share Transfer Agent) Rules, 1993, the Transfer Agent is required to enter into a valid agreement with the body corporate on whose behalf the Transfer Agent has to act as Share Transfer Agent and in pursuance of the same the Transfer Agent and the company have renewed the agreement dated 06.05.2010.

NOW THEREFORE, the company and the Transfer Agent do hereby agree as follows:

1. The company hereby appoints the Transfer Agent as Share Transfer Agent and the Transfer Agent hereby accepts such appointment.
2. The Transfer Agent hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
3. The Transfer Agent declares and undertakes that:
  - a. It has obtained certificate of registration from SEBI and that the certificate is valid upto 31/05/2011. It shall also ensure that the certificate of registration shall remain in force by taking prompt steps for its renewal.
  - b. It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred / suspended from carrying on its activities.
  - c. It shall perform its duties with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with clients, investors etc. and that it will not take up any activities which is likely to be in conflict with its own interest, interest of the company and investors and / or contrary to the directions issued by SEBI.
  - d. It shall carry out its duties/responsibilities and complete all the formalities within the specified time limits as per the relevant Statutes, SEBI Guidelines and Stock Exchange regulations and the provisions of the Companies Act, 1956.
  - e. In case of change in status / constitution that it will obtain permission from SEBI.
4. The company hereby confirms that it has satisfied itself about the capability including the infrastructure especially the computer hardware and requisite software i.e. share accounting packages of the Transfer Agent to handle the assignment.
5. The company hereby 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 and other relevant statutes pertaining to Share Transfer activities.

INDIA TECH LIMITED

*Indra*

Capital and Corporate Investments Pvt. Ltd.

*Director*



6. The company and the Transfer Agent agree to their functions, duties and obligations in respect of each activity relevant to the Share Transfer as specified in the Schedule I hereto. However, the following activities shall form part of the Transfer Agent's functions and responsibility during the currency of this agreement.
  - i. Receipt of request for transfer, transmission, endorsement as fully paid up, allotment / call money, split, consolidation, change of address, issue of duplicate certificates in lieu of misplaced / lost certificates.
  - ii. Processing of requests for transfer, endorsement as fully paid up, receipt of allotment / call money and other correspondence received in connection with transfer activities.
  - iii. After verification of transfer deeds, preparation of transfer proposals for approval of the Transfer Committee of the company, endorsement on the certificates.
  - iv. Dispatch of transferred certificates to the transferees within the mandatory period as laid down in the Companies Act / Listing Agreement.
7. The Transfer Agent will handle the transfer work from its office at 12-10-167, Bharat Nagar, Hyderabad - 500 018 which has been declared to SEBI and approved by it for carrying on its activities. The address of its office shall be printed in all relevant stationery pertaining to the said transfers, etc.
8. 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 stated above in Clause 7 and all finished tabulations, statement, unused stationery bearing the name and the letterhead of the company and all original documents supplied by the company to the Transfer Agents are to be delivered by the Transfer Agent at company's cost to such address as may be specified.
9. The Transfer Agent's responsibility under this agreement will be restricted to the duties of the Transfer Agent as agreed to herein and the Transfer Agent will not be in any way construed to be an agent of the company in its other business in any manner whatsoever.
10. The Transfer Agent shall not during the term of this agreement or thereafter, either directly, or indirectly, for any reason whatsoever, divulge, disclose or make public any information whatsoever which may come to their knowledge during or as a result of their appointment as Transfer Agent of the company and whether concerning the business, property, contracts, methods, transactions, dealings, affairs or members of the company or otherwise, save in accordance with the performance of their duties hereunder or as required by Law.

For BARON INFOTECH LIMITED

*[Signature]*  
Authorised Signatory

Venture Capital and Corporate Investment Pvt. Ltd.

*[Signature]*  
60/07

11. Transfer Agent shall use its best efforts to perform the duties assigned to it in terms of this agreement with the utmost care and efficiency. Transfer Agent shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by it. Transfer Agent, shall however, not be responsible or liable for any direct or consequential omission / commission committed by the Transfer Agent in good faith or in absence of its negligence or breach of the terms of this agreement or due to reasons beyond the Transfer Agent's reasonable control.
12. Company is primarily responsible for the work of share transfer work assigned to the Share Transfer Agent. The Transfer Agent should execute the work efficiently and with due diligence and care. However, the Transfer Agent shall indemnify the company and its successors from and against all suits, claims, actions and demand which may be made or commenced against the company by any holder of the securities issued or other third party as a consequence of any failure or deficiency on the part of the Transfer Agent in performing, fulfilling, providing any of the functions, duties, obligations and services hereunder. However, the Transfer Agent shall not be liable for any indirect or consequential loss caused to the company due to error or omission committed by it in good faith and unless such damages are caused by the negligence, willful misconduct, failure to act or recklessness of the Transfer Agent.
13. Any notice, communication or documents may be given by personal delivery, registered post, telex or by fax. The notice, communication or document shall be deemed to have been served upon the party to whom it is given if given by personal delivery when so delivered, if given by post on expiration of three days after the notice etc. shall have been delivered to the post office for onward dispatch, if given by fax or telex upon transmission thereof. Provided that any notice etc. given by telex or fax, shall be confirmed in writing.
14. The Transfer Agent and the company agree that in case of non compliance of any of the covenants contained in these presents a report thereof shall be made to SEBI within 7 days.
15. The Transfer Agent shall redress complaints of the investors within 15 days of receipt of the complaint during the currency of the agreement. This however, shall not exempt the Transfer Agent from redressing the complaint of the Investors within 15 days during the period it is required to maintain the records under the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 and the company shall do all such things and extend necessary co-operation for the Transfer Agent complying with this Regulation.
16. The company agrees that formats of all reports, statements, share or debenture certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchange.
17. The company and the Transfer Agent agree that the fees and charges payable to the Transfer Agent shall be as specified in Schedule II hereunder written.

For BARON INFOTECH LIMITED

*[Signature]*  
Authorized Signatory

Venture Capital and Corporate Investments Pvt. Ltd.

*[Signature]*  
Director

18. The Company shall take special contingency insurance policy to cover risk rising out of fraud, forgery, errors of commission/omission etc.
19. Should there be major change in scope of work from that indicated above or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious sustained political or industrial disturbance or in the event of force majeure, the Transfer Agent shall have option to withdraw its appointment or renegotiate the contract. However, the Transfer Agent shall be liable for the activities done till termination of the contract.
20. The company will provide all required stationery items, envelopes and postage expenses well in advance to enable Transfer Agent to process all transfers, transposition, transmission and other share transfer related activities. The company shall ensure that after the approval of transfer requests by transfer committee, the funds for dispatch will be made available to Transfer Agents to complete dispatch of transferred certificates within the stipulated time as prescribed in Companies Act / Listing agreement.
21. If the transactions covered under this agreement are liable to any sales tax or other levy the company shall reimburse to the Transfer Agent their liability for payment of such tax / levy including interest and other sum if any payable in respect thereof.
22. The company will bear expenses for legal advice / action which may have to be taken for no lapse on the part of the Transfer Agent but for any eventuality which may arise in connection with the issue work.
23. The Company and Transfer Agent shall maintain following documents and records pertaining to Transfer activities by way of hard copies and if required may be stored by way of tape drives / in computers.
  - a. Check-list, inward register, transfer register, buyer/sellers register with net effect as on date of approval of transfer proposals, transfer deeds, specimen signature cards, dispatch register/ postal journal, objection memos, mandates, Power of Attorney/Board Resolution, RBI Approval in case of NRI, Jumbo Transfer Deeds in case of FIIs, Register of Members, Annual Returns/Return of Allotment, Interest/Dividend Register.
  - b. Correspondence with the company, investors, SEBI, Stock Exchange and under other statutes and other relevant documents pertaining to transfer activities.
  - c. Records pertaining to investor complaints, Board Resolution passed by the company authorising the Transfer Agent to endorse the certificates and other documents on behalf of the company.

For BARON INFOTECH LIMITED

*[Signature]*  
Authorized Signatory

For the to Capital and Corporate Finance Department Ltd. Ltd.

*[Signature]*

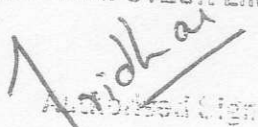


- d. Magnetic Tapes containing all the data pertaining to share holders and related transfer activities.
  - e. These records shall be maintained for a minimum period of 3 years as provided in Regulation 15 of the SEBI (Registrar to an Issue and Share Transfer Agent) Rules and Regulations, 1993 and the same should be made available for Inspection as and when decided by Statutes including SEBI.
24. The Company hereby authorises Transfer Agent to authorise Transfer on certificates and further to authorise endorsement of call/allotment money.
25. The parties hereto have therefore decided and agreed to refer the disputes if any arising out of services, payments to mutually agreed arbitrator to put end to all such disputes and differences.

This Agreement shall be valid for a period of one year from 6<sup>th</sup> May, 2011 to 5th May, 2012.

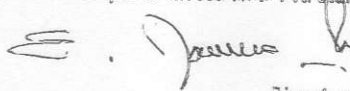
IN WITNESS WHEREOF the parties hereunto have set their hands on the day and year hereinabove written.

For BARON INFOTECH LIMITED

  
Authorized Signatory

SIGNATURE OF COMPANY

For Venture Capital and Corporate Investment Pvt. Ltd.

  
Director

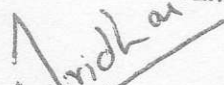
SIGNATURE OF TRANSFER AGENT

## Schedule I


## I Specific Activities

- a) STA will receive and attend promptly to Correspondence received from share holders/ company/stock exchanges/SEBI/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.
- b) It will inward the mail pertaining to request for transfer / transmission / transposition / other request / complaints by maintaining 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.
- c) The company shall also maintain 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. Company shall hand over all transfer requests/request for endorsement as fully paid up / other correspondence well in time under a covering letter to Transfer Agent. The receipt of above documents should be acknowledged by the Transfer Agents.
- d) The Transfer Agents shall process all transfer/transmission/transposition/change of address/other requests/complaints and generate checklist, verify the same and complete correction of such data.
- e) While scrutinising, transfer deeds, The Transfer Agents shall verify date of presentation, transfer's particulars, certificates enclosed, transferors signature with specimen signature record, verify the value of stamps, thumb impressions needs to be attested by Magistrate / bank managers or notarised as the case may be and check whether all the columns including address of transferee(s) provided in Transfer Deed are duly filled in, and the Transfer Deed(s) is valid in all respects.
- f) Transfer Agent shall generate transfer numbers for each valid transfer and the same may be filled up in the column provided in the transfer deed and also folio numbers (in case of new transferees only). It shall allocate the existing folio number in such cases where the transferee is already holding shares of the company.
- g) After verification of valid transfers, transfer agents shall prepare transfer registers in duplicate and submit the transfer register well in advance to the Transfer Committee of the company for approval.
- h) The company agrees to conduct share transfer committee meetings at the frequency mutually agreed and specified in the agreement which will enable the transfer agent to complete the transfer of securities within the stipulated time under the Companies Act / Listing Agreement.

For BARON INFOTECH LIMITED

  
 Anirudh  
 Authorized Signatory

Mr. Venkatesh Kapilani, Corporate Investments Pvt. Ltd.

  
 Director

- i) After receipt of approval of transfer proposals by the Transfer Committee, The Transfer Agent shall endorse on the back of the certificates authenticating the transfer of shares in the name of transferees. In case of endorsement by Transfer Agent, companies shall authorise Transfer Agents to do so by passing a resolution in its Board Meeting.
- j) In case of endorsement of share certificates, company/Transfer Agent shall ensure that the authentication is done by an authorised signatory.
- k) Transfer Agent shall dispatch the transferred share certificates under a covering letter. Transfer Agent shall maintain postal journal /dispatch register for the dispatch of transferred certificates. The documents may indicate the date of dispatch and name of the post office where the dispatch has been made.
- l) Transfer Agent shall preserve all the transfer deeds in safe custody, take steps to cancel the stamps affixed on the back of transfer deeds and also cancel all blank transfer deeds signed by transferors but not used for effecting transfers.
- m) STA shall enter the transfer details on both seller side and buyer side in the register of members and, prepare new ledger sheets for the register of members in case of new share / debenture holders.
- n) STA shall cutting the specimen signature of the new share/debenture holders, paste and maintain specimen signature cards upto date. Specimen signature cards of shares and debenture holders with nil holding will be removed and stored separately. Transfer Agent may capture the signatures with the help of signature scanner and store in the computers.
- o) Transfer Agent shall maintain movement register to record the date of receipt of transfer requests / request for endorsement as fully paid up / other correspondence received directly from the company. Similarly, Transfer Agents shall record the date of submission of transfer proposals to the Transfer 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 and date of dispatch to transferee.

## II. General

1. The Transfer Agent shall attend to correspondence regarding change of address, consolidation / split of certificates, non-receipt of share certificates, dividend / interest warrants and other letters received from company / SEBI / Stock Exchange etc.
2. Transfer Agent shall Print new share certificates in lieu of misplaced, lost, mutilated certificates. Transfer Agents shall issue new certificates against request for consolidation or split.

For BARON INFOTECH LIMITED

*[Signature]*  
Authorised Signatory

Venture Capital and Corporate Investments Ltd.

*[Signature]*



3. Transfer Agent shall update all records and generate all reports and returns required for the AGM/Extra-ordinary General Meeting, dispatch annual reports, circulars and notices etc. to Share /debenture holders.
4. Transfer Agents shall process and print dividend warrants call notices to share / debenture holders.
5. In case of rights issues, the Company shall inform transfer agents and other bodies about the record date and give sufficient time to Transfer Agent to affect all transfers, update all records. Transfer Agents shall dispatch composite application forms well in time or hand over all the required records to Registrar to Rights issue so as to enable the Registrar to complete issue in time.
6. Transfer Agent shall maintain the soft copy of the Register of Members. It will be kept upto date by incorporating changes therein during the year.
7. The Transfer Agent shall submit any other reports, statements as mutually agreed between company and the transfer agent on charge basis.

### III. Dematerialisation

1. The STA shall also maintain inward register to record the date of receipt of Demat request forms.
2. The Transfer Agents shall process all Demat Request Forms and generate checklist, verify the same and complete correction of such data.
3. While scrutinising, DRFs, The Transfer Agents shall verify DRF date, certificates enclosed, Clients signature(s) with specimen signature record, ISIN numbers with Company Name, incase of Transmission endorsement of DP, separate transmission form, death certificate should be attested by Magistrate / bank managers.
4. The STA will update the Physical share Master and Demat share Master before confirming dematerialisation of shares to the respective clients.
5. The Transfer Agent shall submit the weekly reports to SEBI, Monthly reports to Concern Stock Exchanges where the company shares are listed.
6. The Transfer Agent shall attend the Investor grievances received from Securities and Exchange Board of India, National Securities Depository Limited, Central Depository Services India Limited and Depository Participants. The Transfer agent shall keep the Demat Request Forms in safe custody. The STA will take necessary steps to cancel the dematerialised shares certificates who have availed option letters. The STA will maintain the dematerialised share certificates destroy register on advice of company.

For BARON INFOTECH LIMITED

*[Signature]*  
Authorized Signatory

Venture Capital Fund Corporation Limited

*[Signature]*

## SCHEDULE - II

### Processing Charges for handling Transfer work in the Computers:

1) Physical Folio Maintenance Charges	: Rs.10000/- per annum
2) Demat Folio Maintenance Charges	: Rs.20000/- per annum
3) Transfer Processing charges	: Rs.3.00 per certificate
4) Demat/Remat processing charges	: Rs.2.00 per certificate
5) Duplicate/Split share certificate printing charges	: Rs.5.00 per certificate
6) Dividend Warrant printing	: Rs.1.00 per record
7) Computer Stationery/Conveyance	: Actuals
8) Postage/courier/Binding	: Actuals
9) Telephone/Xerox/Labour/Printing	: Actuals
10) Dividend Process charges	: Rs.5000/-
11) Emails to shareholders as per MCA	: Rs.2.00 per folio
12) Taxes if any levied by State or Central Govt or any authority	: Actuals
13) Printing charges	: Rs.0.60 per address.

### NOTE:

1. Minimum period of agreement would be one year. However customer has the option to renew the agreement for a further period on mutually agreed terms and conditions.
2. For the purpose of billing, the service would commence from the date of handing over of records to us and the charges are payable on quarterly basis.
3. Out of pocket expenses including cost of stamp duty on Shares Certificates and other documents, Labour charges, postage, cutting, binding, incurred by us on your behalf will be reimbursed at actuals.
4. Expenses relating to bulk posting is payable in advance. However, we would intimate the customer in advance about the estimate of postal charges involved.
5. Any work performed outside the scope referred to in this proposal would be charged extra.
6. On completion of the contract period and full settlement of the bills, we agree to hand over the data relating to the customer on floppies.
7. The customer should provide requisite number of floppies for the transfer of Data.

### Payment Terms and Condition:

- a. All payments shall be made within 10 days from the date of submission of the bill.
- b. All actual expenses shall be reimbursed immediately after they are incurred.

FOR SARON INFOTECH LIMITED

*Aridha*  
Authorized Signatory

For Venture Capital

*[Signature]*  
17