



SVC INDUSTRIES LIMITED

Regd. Office : 501, OIA House, 470, Cardinal Gracious Road, Andheri (East), Mumbai - 400099.
Tel. : +91-22-66755000, Email : svcindustriesltd@gmail.com • Website : www.svcindustriesltd.com
CIN : L15100MH1989PLC053232

To,
The BSE Limited
Corporate Relations Department,
P.J. Tower, Dalal Street, Mumbai-400 001.
Scrip Code: 524488

Date : 11.07.2025

Sub: Intimation under Regulation 7(4) and 7(5) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Tripartite Agreement entered into between Old RTA, New RTA and the Company

Ref: Board Meeting Outcome dated November 11, 2024

Dear Sir / Madam,

In continuation of our intimation letters dated April 29, 2025 and April 12, 2025, and outcome of the Board Meeting held on November 11, 2024, regarding the change of Registrar and Share Transfer Agent (RTA) of the Company. We would like to inform you that, in terms of Regulation 7 (4) and 7(5) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company has entered into a Tripartite Agreement on July 9, 2025 with Purva Shareregistry (India) Private Limited (New RTA) and MUFG Intime India Private Limited (Old RTA). The copy of the Tripartite agreement is enclosed herewith.

This intimation will also be available on the website of the Company.

This is for your information and record.

Thanking you,

Yours Faithfully,

For **SVC Industries Ltd**


Jyoti Darade
Company Secretary & Compliance Officer



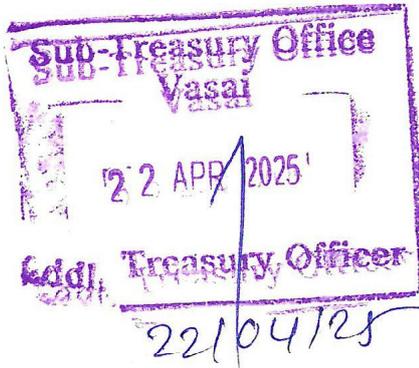
Encl: As above



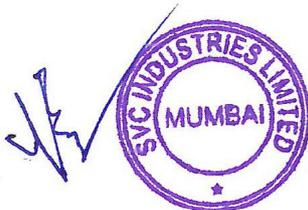
महाराष्ट्र MAHARASHTRA

2024

CY 473104



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AGREEMENT EXECUTED ON 05-05-2025 BETWEEN SVC INDUSTRIES LIMITED, MUFG INTIME INDIA PRIVATE LIMITED AND PURVA SHAREISTRY (INDIA) PVT. LTD.



25 APR 2025

246116

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Shangistay (P) RA Ltd

जोड़पत्र-१/Annexure-I
फक्त प्रतिज्ञापत्रासाठी/ONLY FOR AFFIDAVIT

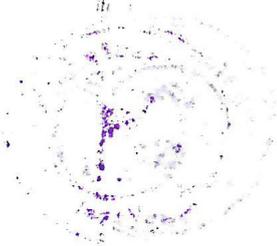
१. मुद्रांक विक्री नोंदवणी क्र. क्रमांक-२/दिनांक
(Serial No./Date)

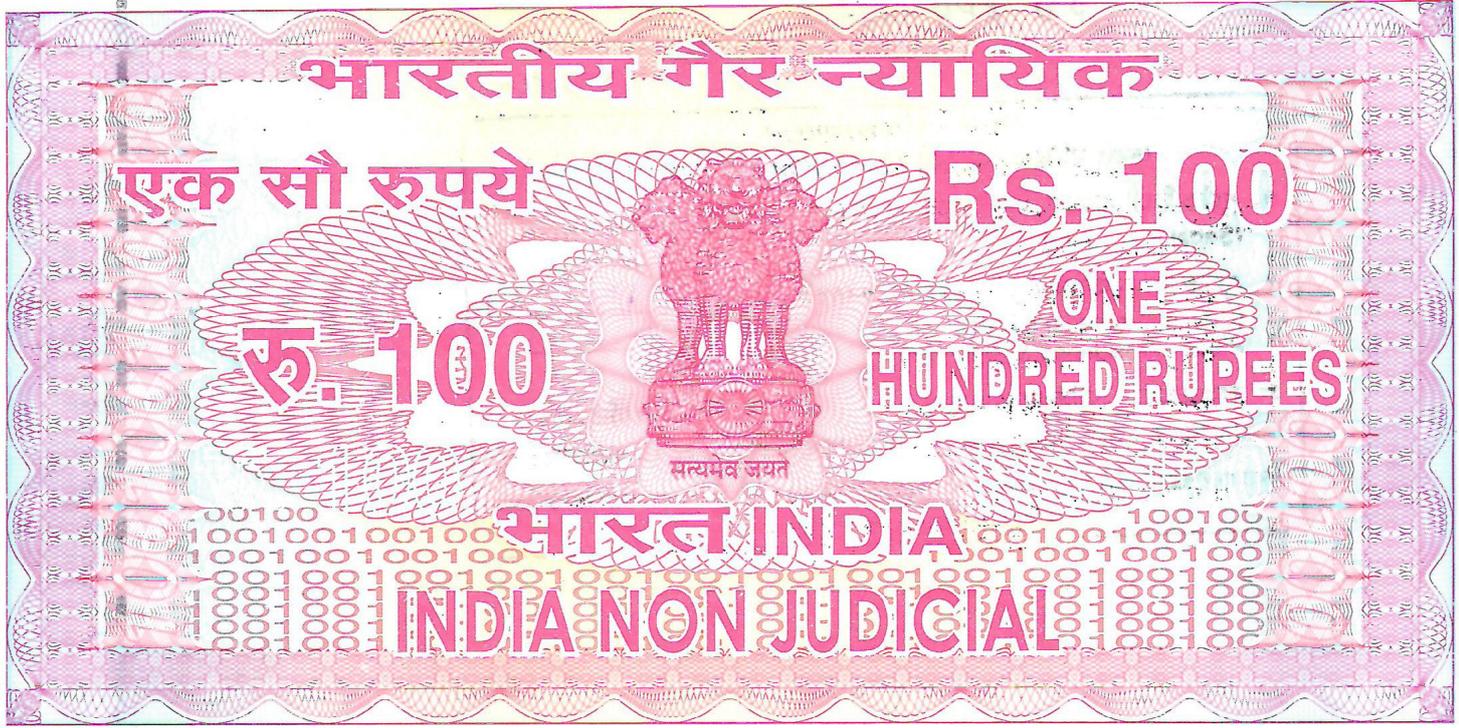
२. मुद्रांक विकत घेणाऱ्याचे नाव, रहिवासाचा पत्ता व सही
(Stamp Purchaser's Name
Place of residence & Signature)

३. परवानाधारक मुद्रांक विक्रेत्याची सही
व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता १२०२१०, मालातीनगर (प).
(ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केलेल्या
महिण्यात वापरणे बंधनकारक आहे.)

Purna Shangistay

श्री. शौकत खोशरो





महाराष्ट्र MAHARASHTRA

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Sub-Treasury Office
Vasai
28 APR 2025
Addl. Treasury Officer

28/04/25

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AGREEMENT EXECUTED ON 05-05-2025 BETWEEN SVC INDUSTRIES LIMITED, MUFG INTIME INDIA PRIVATE LIMITED AND PURVA SHAREGISTRY (INDIA) PVT. LTD.



30 APR 2025

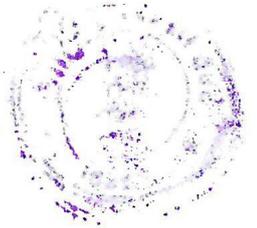
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जोड़पत्र - १/Annexure - I
फक्त प्रतिज्ञापत्रासाठी / ONLY FOR AFFIDAVIT 30/04/25

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक -/ दिनांक
(Serial No. / Date)

२. मुद्रांक विकत घेणाऱ्याचे नांव, राहोबासाचा पत्ता व सही
(Stamp Purchaser's Name
Place of residence & Signature) Purva Sharegistry (I) Pvt Ltd

३. परवानाधारक मुद्रांक विक्रेत्याची सही
श्री. मीरकत चिबोलकर
द परदाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता १२०२०१०, नालासापारा (प)
(ज्या कारणासाठी जातो: मुद्रांक खरेदी वेळी त्याने त्याच कारणासाठी मुद्रांक खरेदी केल्याबाबत
६ महिन्यांचे बंधनाने अधिकाऱ्याकडे आहे.)



MODEL TRIPARTITE AGREEMENT BETWEEN THE ISSUER, EXISTING SHARE TRANSFER AGENT AND NEW SHARE TRANSFER AGENT

This Tripartite Agreement (hereinafter referred to as the "Agreement") is entered into on this 05th day of May 2025 at Mumbai between

SVC Industries Limited, a Company incorporated and registered under the provisions of the Companies Act, 1956 or under any previous company law and having its Registered Office at 501, OIA House, 470 Cardinal Gracious Road, Andheri East, Mumbai - 400099, Maharashtra, India (hereinafter referred to as the "Issuer"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the First Part;

And

MUFG Intime India Private Limited (Securities and Exchange Board of India registered share transfer agent) and having its Registered office at C-101, Embassy 247, L.B.S. Marg, Vikhroli (W), Mumbai – 400083, India (hereinafter referred to as the "Existing STA"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the Second Part;

And

Purva Sharegistry (India) Private Limited (Securities and Exchange Board of India registered share transfer agent) and having its Registered office at Unit No. 9, Shiv Shakti Industrial Estate, J. R. Boricha Marg, Lower Parel (E), Mumbai – 400011, India (hereinafter referred to as the "New STA"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the Third Part;

WHEREAS

1. The Issuer is listed on BSE Limited and has 92403 numbers of shareholders and has to render services relating to transfer, transmission etc, in accordance with its Article of Association.
2. The Issuer had an agreement dated 03.03.2017 with the Existing STA to render services to its shareholders. The Issuer vide its letter dated 29.11.2024 has given notice to the Existing STA to discontinue its services and has appointed New STA w.e.f. 11.04.2025 as per the Board Resolution dated 07-02-2025.



3. The New STA is a Securities and Exchange Board of India registered share transfer agent having registration no: INR000001112 and the Issuer has approached the New STA to act as its share transfer agent and the New STA has accepted the assignment.
4. In terms of regulation 9A (1) (b) Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agent) Regulations, 1993, the New STA and the Issuer have entered into an agreement dated 22-04-2025
5. In terms of regulation 7(4) of Securities and Exchange Board of India (Listing Obligation and Disclosures Requirements) Regulations, 2015, the Issuer is required to enter into an Agreement with the Existing STA and New STA at the time of change of the Existing STA.

NOW THEREFORE the Issuer, the Existing STA and the New STA do hereby agree as follows:

6. The cut-off date for the purposes of this agreement shall be 11-04-2025 and the discontinuation of work by the Existing STA shall be 11-04-2025 which shall be mutually agreed among the parties. The parties may agree on different cut-off dates for different activities which shall be specified in the Annexure.
7. In terms of Clause 23 of Code of Conduct for Registrar to an Issue and Share Transfer Agents as given in Schedule III of regulation 13 of Securities and Exchange Board of India (Registrars to an Issue And Share Transfer Agents) Regulations, 1993, the Existing STA has handed over all the records/ data and documents which are in its possession in its capacity as a share transfer agent to the New STA/ Issuer, within one month from the date of termination of agreement of Existing STA/ date of appointment of New STA.
8. The Issuer has obtained "No Objection Certificate" (in prescribed format of the depositories) from Existing STA. (*If any regulatory order has been passes against Existing STA, "No Objection Certificate" from Existing STA for shifting of ISIN will not be required.*) and has paid all outstanding dues to existing STA after handover.
9. The Issuer had appointed an independent auditor to carry out sample check of the records/ data and documents to be handed over by Existing STA. It shall be responsibility of the Existing STA to certify and ensure completeness of all records of the Issuer (stored in Physical and/or electronic form) at the time of handover.
10. *The Existing STA had allowed the auditors appointed by the Issuer and New STA to inspect the records/ data and documents to be handed over to the New STA/Issuer.*
11. The Existing STA has handed over the records/ data and documents of previous 3



years to New STA prior to the cut-off date and rest of the records/ data and documents, if any, have been handed over to the Issuer.

12. The Issuer and the Existing STA have ensured that all records/ data and documents along with computer data have been properly handed over to the New STA.
13. The Existing STA had handed over the check list as per Annexure-I to the New STA prior to the audit. The Existing STA has handed over the records/ data and documents (as per Annexure-I) duly catalogued and indexed to the New STA under intimation to the Issuer. The Existing STA has elaborately listed out all the missing records/ data and documents in the Annexure-I enclosed. The Existing STA has also mentioned whether the said records/ data and documents were missing at the time of their appointment as share transfer agent or the same were handed over to them by the Issuer/ previous share transfer agent and records/ data and documents have been subsequently misplaced at their end.
14. The New STA has acknowledged the receipt of the records/ data and documents and has performed a sample check on the records/ data and documents.
15. The discrepancies, if any, have been brought to the notice of Existing STA and the Issuer and have been incorporated in the Annexure-I.
16. The capital reconciliation of the Issuer (i.e. Issued Capital = NSDL holding + CDSL holding + physical shareholding) has been carried out by the New STA. The Existing STA has provided such capital reconciliation for data being handed over as on cut-off date.
17. The New STA shall process various investor requests by using the data as provided by the Existing STA in good faith.
18. The Existing STA has provided its full co-operation to resolve the discrepancies in the records/ data and documents and has provided reasonable and clear explanation for discrepancies in the records/ data and documents, if any.
19. The Existing STA has extended necessary co-operation for shifting of ISIN to New STA as also for conversion of soft data as per file formats required for seamless loading by the New STA, to resolve gaps and/ or discrepancies observed in the records/ data and documents being handed over.
20. The Existing STA has fully co-operated with the New STA and Issuer during the transition period for the change of share transfer agent.
21. The Existing STA has performed all the activities of share transfer agent till cut-off date.
22. All the liabilities/ responsibilities prior to cut-off date pertaining to share transfer work shall be borne by the Issuer/ Existing STA, as applicable. The New STA will not under any circumstance be held liable/ responsible for the said period.



Similarly, the Issuer/ New STA, as applicable, will take responsibility for all actions pertaining to share transfer work after the cut-off date and shall be held responsible for any liability arising thereafter, except for the liability that may arise on execution of the activities in good faith, based on the data received from the Issuer/ Existing STA.

23. After handing over the records/ data and documents, the Existing STA shall preserve soft copy of the data handed over to New STA for a period of 3 years and thereafter Existing STA will not be responsible for loss of any records pertaining to any such prior period.
24. The hard copy of the data /documents pertaining to physical shareholders as of cut-off date has been printed in triplicate by the Existing STA and the same has been signed by the Existing STA, New STA and the Issuer and shall be kept with each of the share transfer agent. *(In case it is not possible to print the entire share master, then the soft copy of the data as of cut-off date shall be handed over to the Issuer, New STA and the Existing STA.)*
25. This Agreement has been signed by the parties only after Existing STA has issued the "No Objection Certificate" to shift the ISIN to New STA. All the items listed in Annexure-I have been checked by the auditor appointed by the Issuer and the New STA. Annexure-I has become a part of this Agreement and has been signed by the Existing STA, New STA and the Issuer.
26. The copy of this Agreement shall be submitted by the Issuer to the stock exchange(s) wherever the Issuer shares are listed. In terms of the provisions of the Securities and Exchange Board of India (Listing Obligation and Disclosures Requirements) Regulations, 2015, intimation is required to be given to the stock exchange(s) within seven days of signing of the Agreement and the copy of this Agreement is to be tabled at the subsequent meeting of the Board of Directors of the Issuer.
27. All the disputes and the differences that may arise in future as regards this Agreement shall be resolved amicably and expeditiously and if such attempts fail, the same shall be resolved as per the provisions under law, for the time being in force.
28. The provisions of this Agreement shall always be subject to any rules, regulations, guidelines and circulars issued by Securities and Exchange Board of India and other provisions of law in force.
29. The Issuer has taken special contingency insurance policy to cover risk out of fraud, forgery, errors of commission/ omission, etc.
30. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the rules and regulations of the Securities and Exchange Board of India and circulars issued thereunder.



This Agreement can be altered, amended and/ or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligation of the parties hereto are altered by virtue of changes in rules and regulations of Securities and Exchange Board of India or bye-laws, rules and regulations of the stock exchange(s), such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this Agreement.

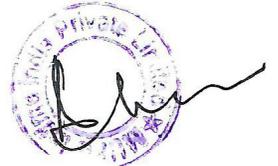
IN WITNESS WHEREOF the parties hereinto have set their hands on the day and year hereinabove written.

| SVC Industries Ltd. | MUFG Intime India Pvt. Ltd. | Purva Sharegistry (India) Private Limited |
|--|--|--|
|   |   |   |
| Signature of Issuer | Signature of the Existing STA | Signature of New STA |
| Name: Kapil Chaturvedi Designation: CFO & Manager Date: 08/05/2025 | Name: Anurag Shetty Designation: VP Date: 09/07/2025 | Name: Deepali Dhuri Designation: Compliance Officer Date: 05/05/2025 |
| Address: 501, OIA House, 470 Cardinal Gracious Road, Andheri East, Mumbai - 400099, Maharashtra | Address: C-101, Embassy 247, L.B.S. Marg, Vikhroli (W), Mumbai - 400083. | Address: Unit No. 9, Shiv Shakti Industrial Estate, J. R. Boricha Marg, Lower Parel (E), Mumbai - 400011. |
|  |  |  |
| Signature of Witness | Signature of Witness | Signature of Witness |
| Name: Jyoti Darade Date: 08/05/2025 | Name: Suman Shetty Date: 09/07/2025 | Name: Mahesh Mangle Date: 05/05/2025 |

Annexure - I For Company Name: SVC Industries Limited

While handing over the records data and documents, the following shall be listed in the format below.

| Sr. No | Record / Data and Documents Name | Records / Data and Documents Sr. No | Missing Ranges | Remarks |
|---------------|---|--|-----------------------|---|
| 1. | Specimen Signatures of the Physical shareholders | N/A | | Data has been provided |
| 2. | Original Affidavits along with supporting documents for change in signatures of the holders recorded / to be recorded by the Existing STA. | N/A | | |
| 3. | Transfer deeds/ transmission forms for securities duly transferred / transmitted along with supporting documents. Also photocopies for all objected transfer deeds/ transmission forms along with their supporting documents. | Transfer Deeds: Date. 12/09/2011- 09 Books: Transfer no. 4734 To 5099 03 Books: Transfer no. 5100 To 5152 01 Book: Transfer no. 5133 To 5169 Deletion no. 500001 To 500006 01 Bundle: Transfer no. 5170 To 5173= 01 Lot Deletion no. 500007 To 500026= 01 Lot Transmission no. 500001 To 500010= 01 Lot 01 Bundle: Transfer no. 5174 To 5178 Deletion no. 500033 To 500036 Transmission no. 500013 To 500015 Transfer Register: 01 Book: Date. 30/09/2020-28/06/2021 | | Bundle no. 05 Bundle no. 06 Bundle no. 07 Bundle no. 13 Bundle no. 13 Bundle no. 08 |
| 4. | Pending transfer deeds along with share certificates and supporting documents, received for transfer. | N/A | | |
| 5. | Demat remat request forms already dematted / rematted shares. | Demat Request Forms: 09 Books Date. 11/04/2012- 06 Books: DRF TDN no. 813884 To 814357 06 Books: DRF TDN no. 814358 To 814757 08 Books: DRF TDN no. 814758, To 815147 10 Books: DRF TDC no. 903706 To 904299 08 Books: DRF TDN no. 815148 To 815352 DRF TDC no. 904300 To 904427 03 Books: DRF TDN no. 815353 To 815435 03 Books: DRF TDC no. 904428 To 904489 02 Books: DRF TDN no. 815436 To 815474 01 Book: DRF TDN no. 815497 To 815519 01 Book: DRF TDC no. 904490 To 904495 01 Bundle: DRF TDN no. 815520 To 815639 DRF TDC no. 904504 To 904586 01 Bundle: DRF TDN no. 815640 To 815835 DRF TDC no. 904587 To 904710 | | Bundle no. 01 Bundle no. 02 Bundle no. 03 Bundle no. 04 Bundle no. 07 Bundle no. 07 Bundle no. 08 Bundle no. 08 Bundle no. 08 Bundle no. 08 Bundle no. 08 Bundle no. 09 Bundle no. 09 Bundle no. 10 Bundle no. 10 |



| | | | |
|-----|--|--|---|
| | | 01 Bundle: DRF TDN no. 815836 To 815940 TDC no. 904711 To 904784 Remat File: Date. 09/12/2004-15/12/2014 01 Book: Srl no. 01 To 45 Demated Certificate: 01 Bundle DRF TDN no. 815520 To 815835 DRF TDC no. 904504 To 904710 DRF TDN no. 815836 To 815940 DRF TDC no. 904711 To 904787 | Bundle no. 14 Bundle no. 11 Bundle no. 14 |
| 6. | Pending cases for demat /remat, if any | N/A | |
| 7. | Register & request documents of stop transfers, name correction, transmission, duplicate consolidation/split s/c, nomination, transfers, demat, remat etc. | N/A | |
| 8. | Files for intimation to Stock Exchanges for loss of securities and data of duplicate certificates issued. | N/A | |
| 9. | Register of power of attorney cases along with attested copies of the POAs and their specimen signatures | N/A | |
| 10. | Memorandum and Articles of Association & Board resolutions for corporate bodies, | N/A | |
| 11. | Register and file mandate cases along with soft copy. | N/A | |
| 12. | File of original executed indemnities, Affidavits, etc. along with all supporting documents received for duplicate certificate issue, refund | Affidavit & indemnities: 01 Book: Date. 20/08/2005-11/06/2009 01 Book: Year. 2011-2012 | Bundle no. 06 Bundle no. 06 |
| 13. | File of Stop transfer cases, related correspondence / court injunction / other orders, etc. | N/A | |
| 14. | Soft copy of previous year's Annual Return filed with ROC | N/A | |
| 15. | Allottee registers for all issues (public / rights) | N/A | |
| 16. | Non allottee registers | N/A | |
| 17. | Allottee and Non Allottee IPO / rights applications | N/A | |
| 18. | Bank Schedules | N/A | |
| 19. | Bulk/UCP Registers | Posting Bulk: 01 Loose Lot: Date. 31/03/2005-06/04/2009 01 Book: Date. 04/03/2005-21/12/2009 | Bundle no. 06 Bundle no. 06 |
| 20. | Register of members | N/A | |
| 21. | Paid / Unpaid list for refund / dividend (all years) along with soft copy | N/A | |



| | | | | |
|-----|---|---|--|---|
| 22. | Paid / Unpaid list for allotment call money along with soft copy | N/A | | |
| 23. | Reconciliation of refund / dividend accounts | N/A | | |
| 24. | Paid warrants refund / dividend, if being stored by Existing STA | N/A | | |
| 25. | Paid stubs allotment call money, if being stored by Existing STA | N/A | | |
| 26. | A) Correspondence with shareholders B) Correspondence with Company | Correspondence Letter: 01 Book: Date. 04/06/2019-25/07/2020 Letter O/W: Date. 14/08/2019-01/03/2022 01 Book: O/W no. 500031 To 500075 01 Bundle: O/W no. 500101 To 500703 01 Bundle: O/W no. 500704 To 500756 Marketing File: 01 Flat file: Date. 08/02/2005-15/02/2005 EDP File: 01 Loose Lot: Year 2005 To 2016 | | Bundle no. 08 Bundle no. 08 Bundle no. 12 Box no. 01 Bundle no. 06 Bundle no. 06 |
| 27. | File of legal cases / court / consumer forum / CBI / Police cases | N/A | | |
| 28. | Files of SEBI/NSE/BSE/ROC queries reply's | N/A | | |
| 29. | Undelivered postal articles (share certificates) | Mail Return S/C's Received From IIT: (Old) | | 01 Box |
| 30. | Original documents for nominations registered. | N/A | | |
| 31. | IEPF Registers. | N/A | | |
| 32. | Clause 5A registers. | N/A | | |
| 33. | Last set of shareholding pattern reports including regulatory submissions (hard or soft copies) | N/A | | |
| 34. | Blank Stationery. | MICR: 14 To 200 (Old Certificates) MIRC: 33 To 114 (New certificates) | | Bundle no-01 |

