

May 28, 2015

To
The Manager Listing Department
BSE Limited
27th Floor, P. J. Towers,
Dalal Street, Fort,
Mumbai – 400 001

To
The Manager Listing Department
National Stock Exchange of India Limited
Exchange Plaza, NSE Building,
Bandra- Kurla Complex, Bandra (E),
Mumbai- 400 051

Dear Sir,

Sub: Clause 47 (e) Submission of copy of the MOU entered into with the RTA.

We have to inform you that Share Transfer work of the Company has been transferred from MCS Limited, New Delhi to Karvy Computershare Private Limited Registrar & Share Transfer Agent of the Company w.e.f. May 11, 2015. (Copy of public notice released on Newspaper on May 20, 2015 is enclosed herewith).

Please find enclosed herewith a copy of MOU entered into with the RTA Karvy Computershare Private Limited.

Please update your records/ website with the following address for correspondence by the Investors.

Karvy Computershare Private Limited, Karvy Selenium, Tower-B, Plot No.31 - 32, Gachibowli, Financial District, Nanakrampuda, Hyderabad-500 032. Toll Free No. 18 00 3454 001, Tel.ph. 040 - 67162222 Fax No. 040-23001153, Email id: einward.ris@karvy.com.

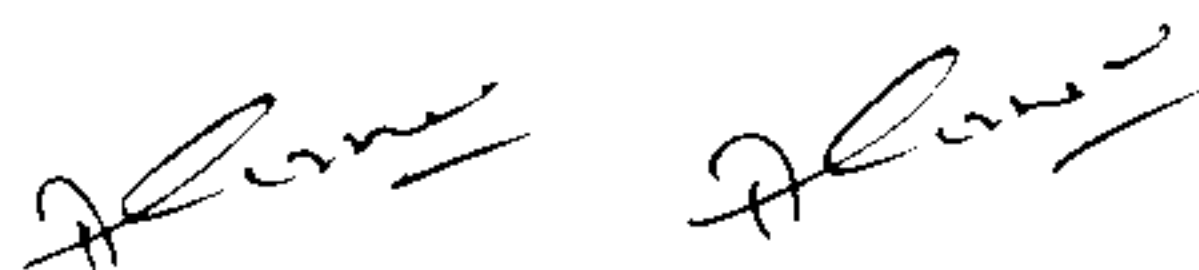
Or

at Delhi office at: 305, New Delhi House, 27, Barakhamba Road, Connaught Place, New Delhi 110 001. Tel.ph. 011 43681700 Fax no. 43681710.

Please acknowledge receipt.

Thanking You,

Yours faithfully,
For Polyplex Corporation Limited



Ashok Kumar Gurnani
Company Secretary

Encl: As above

Polyplex Corporation Limited

(CIN: L25209UR1984PLC011596)

B-37, Sector-1, Noida - 201 301, Distt. Gautam Budh Nagar (U.P.) India

Board: +91.120.2443716-19, Fax: +91.120.2443723 & 24 Website : www.polyplex.com

Registered Office: Lohia Head Road, Khatima - 262308. Distt. Udham Singh Nagar, Uttarakhand India

WEDNESDAY, MAY 20, 2015

for K.C.P. SUGAR AND INDUSTRIES
CORPORATION LIMITED

S.Chidambaram

Date: 20th May 2015 General Manager (Finance)
Place: Chennai - 6 & Company Secretary**POLYPLEX**POLYPLEX CORPORATION LIMITED
CIN: L25209UR1984PLC011596Regd. Off: Lohia Road, Khatima - 262308
Dist: Udham Singh Nagar, Uttarakhand**PUBLIC NOTICE**

Notice is hereby given that Share Transfer work of the Company has been transferred from MCS Limited, New Delhi to Karvy Computershare Private Limited Registrar & Share Transfer Agent of the Company w.e.f. May 11, 2015. Shareholders / Investors are advised to send their requests for share transfer, consolidation, splitting, remat, any other queries and related correspondence to:

Karvy Computershare Private Limited,
Karvy Seerium, Tower-B, Plot No. 31-32,
Gachibowli, Financial District,
Nanakrampuda, Hyderabad-500 032.
Toll Free No. 18 00 3454 001. Tel. 040-
67162222 Fax 040-23001153, Email-
enwardns@karvy.com.

Or

at Delhi office at: 305, New Delhi House,
27 Barakhamba Road, Connaught Place,
New Delhi 110 001. Tel: 011 43681700
Fax: 43681710.

Or

at the Corporate Office of the Company
at B-37, Sector 1, Noida 201301, Gautam
Budh Nagar, Uttar Pradesh, or at
Registered Office of the Company.

For Polyplex Corporation Limited
Sd/-Place, NOIDA Ashok Kumar Gurnani
Date: 12.05.2015 Company Secretary**ROHIT FERRO-TECH LTD.**Regd. Office: 35, C. R. Avenue, Kolkata - 700 012
Phone No: +91-33-4064 0021

Corporate Office: SKP House, 132A,

S. P. Mukherjee Road, Kolkata - 700 026

Phone: +91 33 4016 8000/8100

Fax: +91 33 4016 8189/8107

Website: www.rohitferrotech.com

Email: cs@rohitferrotech.com

CIN: L27104WB2000PLC091629

NOTICE

Notice is hereby given pursuant to Clause 41 of the Listing Agreement with the Stock Exchanges, that a meeting of the Board of Directors of the Company will be held on Thursday, 28th May, 2015, at Kolkata, inter-alia, to consider and approve the Audited Financial Results of the Company for the year ended 31st March, 2015.

For Rohit Ferro-Tech Ltd.

Sd/-

Pradip Kumar Agarwal

(Company Secretary &

Compliance Officer)

Date : 19.05.2015 (PAN: ACXPA6652R)

Place : Kolkata

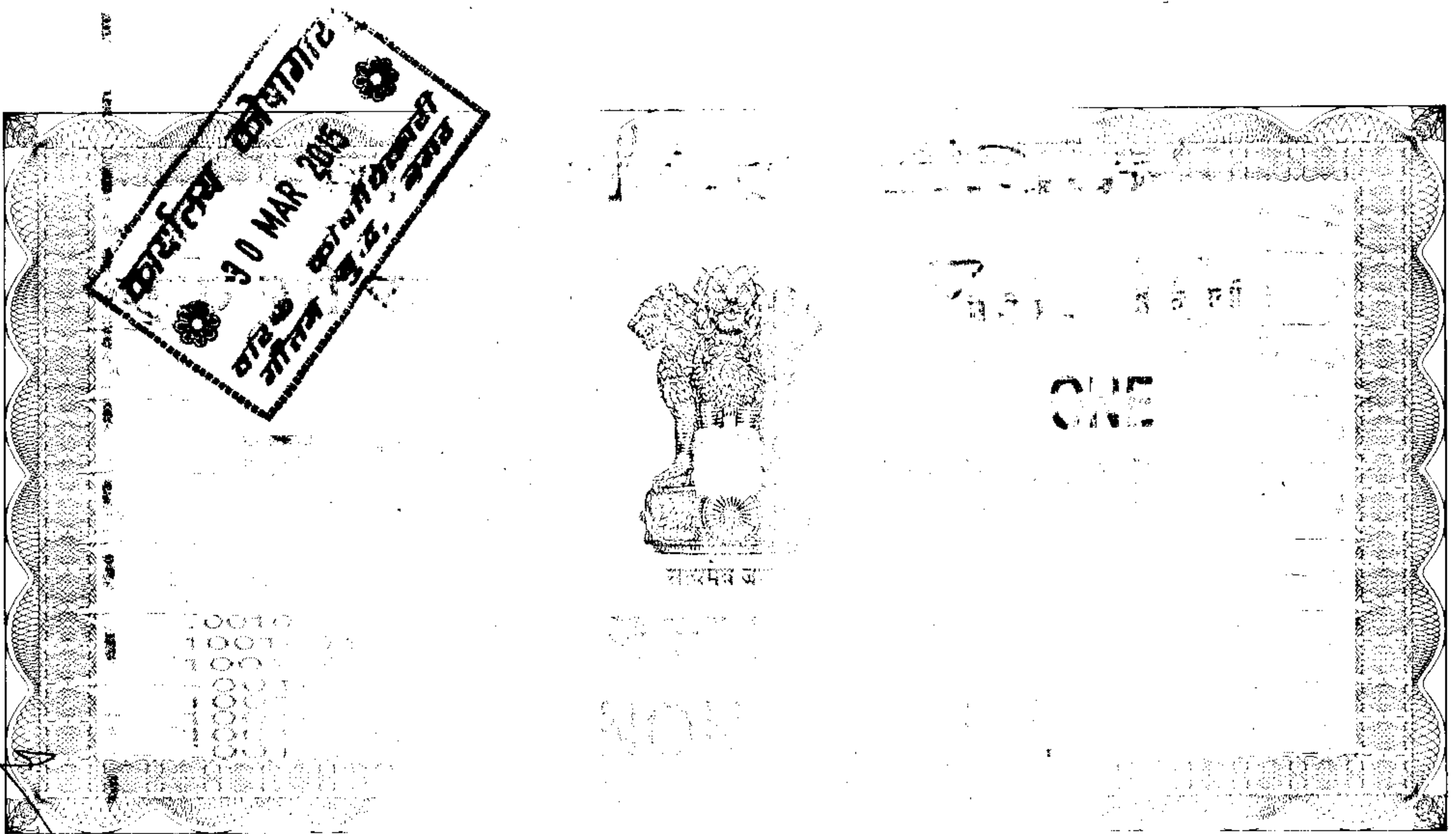
b) Other Operating Income	1,436.91	(218.76)	14,690.94	
Total Income	1,436.91	(218.76)		
2 Expenditure				
a) Land purchase cost	-	-	621.60	
b) Increase/ decrease in stock in trade and work in progress	-	(504.34)	7,538.37	1,421.21
c) Employee Cost	75.93	12.77	104.94	23.97
d) Depreciation	1,021.93	28.41	1,134.70	61.27
e) Other Expenditure	3,475.70	552.59	4,573.28	1,175.14
Total expenditure	4,573.56	89.43	13,969.89	322.21
3 Profit from operations before other income, interest and exceptional items	(3,136.65)	(306.19)	721.05	(322.21)
4 Other Income	62.37	261.79	62.37	261.79
5 Profit from operations before interest and exceptional items	(3,054.28)	(44.40)	803.42	(60.42)
6 Interest	2,745.57	244.86	3,422.15	499.42
7 Exceptional items	-	-	-	-
8 Net Profit/ (loss) from ordinary activities before tax	(5,799.85)	(289.26)	(2,618.73)	(529.84)
9 Tax Expense / (reversal)	(386.78)	-	-	-
10 Net Profit / (Loss) after tax from ordinary activities	(5,413.07)	(289.26)	(2,618.73)	(529.84)
11 Extraordinary Items	-	-	-	-
12 Net Profit / (Loss) for the period	(5,413.07)	(289.26)	(2,618.73)	(529.84)
13 Paid up Equity Share Capital, Equity Shares of Rs. 10/- each	150.02	150.02	150.02	150.02
14 Paid up Debt Capital	101,075.49	93,680.28	101,075.49	93,680.28
15 Reserve & Surplus excluding revaluation reserve	-	-	(3,738.35)	(1,115.62)
16 Debenture Redemption Reserve (refer note 6(b) below)	-	-	-	-
17 Earning/ (loss) per Share (of Rs. 10) (not annualized)				
- Basic earning/ (loss) per share	(360.82)	(19.28)	(174.56)	(35.42)
- Diluted earning/ (loss) per share	(360.82)	(19.28)	(174.56)	(35.42)
18 Debt Equity Ratio	(0.17)	(23.13)	(28.17)	36.41
19 Debt Service Coverage Ratio	(0.62)	0.01	0.12	1.00
20 Interest Service Coverage Ratio	0.76	0.01	0.57	1.00

Notes:-

- The above financial information have been taken on record by the Board of Directors of the Company at its meeting held on May 18, 2015. The Statutory Auditors of the Company have carried out the audit for the year ended March 31, 2015.
- Ratios have been computed as follows:
 - Interest Service Coverage Ratio = Earnings before interest, tax, depreciation and amortization/ Interest expense
 - Debt Service Coverage Ratio = Earnings before interest, tax, depreciation and amortization/ (Interest expense + Principal repayment)
 - Debt represents debts which are due after twelve months
 - Equity represents issued, subscribed and paid up share capital plus reserves and surplus
 - Reserves and Surplus includes General reserve and profit and loss account balance
- The Company's business activity falls within a single business segment in terms of Accounting Standard- 17 on Segment Reporting.
- The Company has incurred loss of Rs. 2,618.73 lacs during the year and has accumulated losses of Rs. 3,738.35 lacs as at March 31, 2015 against the equity share capital of Rs. 150.02 lacs. The management believes that it would continue and finance to meet its future requirements and expansion plans. On the basis of management certified future cash flow projection for next one year which shows cash profit, completion and leasing of the building "One Horizon Confort" in the current year which has started generating significant future cash flows and confirmation by the joint venture shareholders to the external lenders, the credit availability of Rs. 3,800.00 lacs which is in the opinion of the management, is sufficient to meet obligation for next one year, the financial statements/financial results have been prepared on a going concern basis.
- During an earlier year, the Company entered into a Commercial unit Buyers Agreement (Agreement with a customer or 'Buyer') for sale of two floors of the Company's real estate project at Gurgaon and consequently, received an advance Rs. 12,565.00 lacs representing 95% of the transaction price on July 05, 2013. In accordance with the terms of the agreement the Company was required to deliver the possession of the two floors of the building and execute and register the sale deed in favour of the Buyer by August 31, 2014 which was extended upto September 26, 2014 vide addendum executed with the Buyer on August 28, 2014. During the year, the Company has received occupancy certificate dated September 12, 2014 for its real estate project and accordingly has capitalized the project with effect from the said date. Since all the approvals from governing authorities with respect to the project have been obtained and completed in the current year, the sale deed in respect of above sale has been executed and registered on September 26, 2014. Accordingly, the management has recognized revenue on account of the aforesaid sale in the current year.
- (a) During the year ended March 31, 2015, zero coupon secured redeemable debentures of the Company, aggregating to 7,400.00 lacs have been listed on Bombay Stock Exchange ('BSE'). The redeemable value of these debentures on the 1st anniversary amounts to Rs. 39,637.36 lacs.
(b) The Company has not created a Debenture Redemption Reserve in respect of such debentures under section 71 Companies Act, 2013 on account of inadequacy of profits during the period ended March 31, 2015.
- During the year ended March 31, 2014, the Company received draft assessment order for assessment under section 144 C read with section 143(3) of the Income Tax Act, 1961, wherein, the Assessing Officer (AO) had disallowed received by the Company on account of compulsorily convertible debenture amounting to Rs. 864.20 lacs and assessed same as income of the Company. The Dispute Resolution Panel (DRP) vide their order dated December 12, 2014, set aside said disallowance and the AO has confirmed the demand of Rs. 161.30 lacs and issued Notice of demand under Section 144C of the order dated December 24, 2014. The Company has filed a stay of demand with Income Tax Tribunal (ITAT) and has issued stay order against the above said order and allowed grand stay of demand of 6 months or till the disposal of the case, whichever is earlier subject to the Company depositing a sum of Rs. 92.00 lacs in two equal installments by March 15, 2015. Company paid this amount during the year and has made its submission with the ITAT. Based on discussions with the experts / legal opinions taken by the Company, the management believes that the Company has a good chance of success in the above-mentioned matter and hence, no provision was considered necessary.
- Previous period figures have been reclassified / regrouped wherever necessary to conform to current period presentation.

For and on behalf of the Board

Place Gurgaon
Date : May 18, 2015Sd/-
Amit Grover
Director
DIN : 02816676Sd/-
Biju VM
Director
DIN : 07143929Sd/-
PSV Raj
Chief Financial OfficerSd/-
Amrita C
Company Secretary



उत्तर प्रदेश UTTAR PRADESH

CA 185328

MEMORANDUM OF UNDERSTANDING
BETWEEN

POLYPLEX CORPORATION LIMITED

AND

KARVY COMPUTERSHARE PRIVATE LIMITED

THIS MEMORANDUM OF UNDERSTANDING MADE ON THIS April 15 day of 2015 AT New Delhi BETWEEN Polyplex Corporation Limited (CIN:L25209UR1984PLC011596), a COMPANY incorporated under the Companies Act, 1956 and having its Registered Office at Lohia Head Road, Khatima – 262 308 Dist Udham Singh Nagar, Uttarakhand and Corporate Office at B-37, Sector-1, Noida, Uttar Pradesh 201301 hereinafter referred to as "COMPANY".

AND

Karvy Computershare Private Limited (CIN: U74140TG2003PTC041636) a COMPANY within the meaning of the Companies Act, 1956 and having its Registered Office at KARVY HOUSE, 46 Avenue 4, Street No.1 Banjara Hills, Hyderabad-500 034- A.P. (hereinafter referred to as "TRANSFER AGENT").



= 1 APR 2015

कम से. 28 स्टाम्प विक्रय के लेख
एम्प कर्मचारी का प्रमाणन
स्टाम्प केला का नाम व पूरा पता
एम्प का नाम दर्ज

मुशोल कांशिक स्टाम्प विक्रेता
नं. 54/1999 ला. की अर्थात् 13-03-20
एम्प सोमा 15000 विक्रय स्था
एम्प एम्पिकरण कार्य 0 से 0 8 नमूना

है फोल्डिंग मशीन से

Is being executed subsequent to the acceptance of KCPL's Offer Letter dated 10.02.2015, vide reference no. KCPL-DEL/Polyplex Corp/STA/2015.

WHEREAS:

1. THE COMPANY has to provide for the services relating to transfer, transmission, issuance of duplicate certificates, etc. to its shareholders in accordance with its Article of Association and other applicable laws.
2. The Transfer Agent has accepted the assignment and now 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 COMPANY hereby appoints the Transfer Agent as its Shares Transfer Agent and the Transfer Agent accepts such appointment on the terms and conditions appearing hereinafter.

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

1. This MOU shall come into force from the day on which the Transfer Agent commences providing services to the COMPANY.
2. The Transfer Agent hereby undertakes to perform and fulfill all such functions, duties and obligations as are required under the relevant provisions of law and as are specified hereinafter.
3. The Company will ensure that all records/ reports/ documents are handed over to the Transfer Agent after its appointment. The obligations of the Transfer Agent under this MOU will commence only on receipt of such records/ reports/ documents.
4. The Company will inform shareholders/ debenture holders/ investors/ creditors by way of Press Notice/ Letter or through any other effective mode about the appointment or change in Share Transfer Agent. The said communication will be at least a month prior to handing over the assignment to the Transfer Agent and a copy of such communication shall be made available to the Transfer Agent at the time of handing-over the records as mentioned above. Further the COMPANY shall also provide a copy of the approvals received by the COMPANY from all the Regulators and Statutory Authorities concerning the initial public offer.
5. The Transfer Agent declares and undertakes that :
 - a) It has a Permanent Registration No. INR000000221 issued by SEBI vide certificate no. 001321 dated 18.10.2012 (copy enclosed).
 - 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 against it by SEBI and that it is not debarred/ suspended from carrying on its activities.
 - c) It shall perform its duties diligently 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 are likely to be in



conflict with its own interests, interests of THE COMPANY and investors or contrary to the directions issued by SEBI.

- d) It shall carry out its duties / responsibilities and complete all the formalities within the specific time limits as are provided under relevant statutes, SEBI Guidelines and Stock Exchange Regulations.
 - e) In case of any change in its status/ constitution, it will take the necessary steps to obtain requisite permission from SEBI.
6. The company hereby confirms that it has satisfied itself about the capability including the infrastructure especially the computer hardware and requisite software of the Transfer Agent to handle the assignment.
7. The Company hereby declares that it has complied with all the relevant statutory formalities under the Companies Act, SEBI rules and regulations, listing agreement with Stock Exchanges and other relevant provisions pertaining to Share Transfer Activities and shall share the testimonials of such compliances to the Transfer Agent.
8. The Company further agrees that it shall comply with any future statutory requirement, which might be prescribed under any enactment presently in force or under any future enactment, concerning the Share Transfer activities and shall duly keep the Transfer Agent informed of such compliances.
9. The COMPANY and the Transfer Agent agree to perform their functions, duties and obligations in respect of each activity relevant to the share transfer as specified in Schedule - I annexed hereto. However, the following activities shall form part of the Transfer Agent's functions and responsibilities during the currency of this Agreement.
- (a) Receipt of requests 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.
 - (b) Processing of requests for transfer, endorsement as fully paid up, receipt of allotment/ call money and other correspondence received in connection with the share transfer activities.
 - (c) Verification of transfer deeds and preparation of transfer register for approval of the Transfer Committee or any other Committee of THE COMPANY and
 - (d) Relevant endorsements on the certificates after proper procedure.
 - (e) Despatch of transferred certificates to the Transferees within the mandatory period as laid down in the Companies Act/ Listing Agreement.
10. The Transfer Agent will handle the transfer work from its office at Plot no.- 17 to 24, Vithalrao Nagar, Madhapur, Hyderabad – 500 081 and the same 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 transfer activity. The office at 305, New Delhi House, 27 Barakhamba Road, Connaught Place, New Delhi 110 001 shall act as investor servicing center for investors of THE COMPANY.



11. All the input materials, inter-alia, being the Blank Share Certificates, Dividend Warrants, preprinted stationery 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 referred to in clause 10 above and all finished tabulations, statements, unused stationery bearing the name and the letterhead of THE COMPANY and all original documents supplied by THE COMPANY to the Transfer Agent shall be delivered by the Transfer Agent at THE COMPANY's cost to such address as may be specified.
12. The Transfer Agent's responsibilities under this Agreement will be restricted to the duties of the Transfer Agent as agreed to herein and the Transfer Agent will not in any manner construed to be an agent of THE COMPANY in its other business activities, in any manner whatsoever.
13. The Transfer Agent shall not during the terms 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 its knowledge during or as a result of its appointment as the Transfer Agent of THE COMPANY and whether concerning the business, property contracts, method, transactions, dealings, affairs or members of the Company otherwise, save in accordance with the performance of its duties hereunder or as required by law.
14. The Transfer Agent shall use its best efforts to perform the duties assigned to it in terms of this agreement with utmost care and efficiency. The Transfer Agent shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by it. The 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 factors beyond the Transfer Agent's reasonable control.
15. Company is primarily responsible for the work of Share Transfer Work assigned to the 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 commence 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 or 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.
16. Any notice, communication or documents may be given by personal delivery, registered post, or by fax. The notice, communication or document shall be deemed to have been served upon the party to whom it is given (a) if given by personal delivery when so delivered and acknowledgement taken, (b) if given by the post on expiration of three days after the notice etc. shall have been delivered to the post office for onward dispatch, (c) if given by fax upon transmission thereof, provided that the notice etc. given by fax, shall be confirmed in writing.

[Handwritten signature]



17. 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.
18. The Transfer Agent shall redress complaints of the investors within one week of receipt of the complaint during the currency of the Memorandum of Understanding. This however, shall not exempt the Transfer Agent from redressing the complaint of the investors within one month 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 extent necessary co-operation for the transfer agent complying with this Regulation.
19. The company shall unconditionally indemnify KCPL, against any costs, charges, arising out of materially misleading statements made, information, data, documents or any material statement omitted / suppressed by you or due to breach or default on your part in any of the matters relating to the job / assignment stated in this MOU.
20. The company agrees to provide KCPL all requisite information requested for the purpose of this Agreement (or as may be required by any competent authority). In performing the services hereunder, KCPL shall be entitled to rely upon and assume, without independent verification, the accuracy and completeness of all information that is publicly available and of all information that has been furnished to KCPL by the company (or their affiliates or subsidiaries) or their other advisors / Merchant Banker(s) or otherwise reviewed by them and KCPL shall have no obligation to verify the accuracy or completeness of any such information or to conduct any appraisal or valuation of any assets or liabilities and shall not assume any responsibility nor have any liability therefore. The company agrees to:
- Notify KCPL promptly upon discovery that any information provided in accordance herewith is, or may be inaccurate, untrue, incomplete or misleading and keep KCPL informed immediately of material developments that may have any effect on the Assignment, directly or indirectly, for the period up to and the term of this Agreement, and for twelve months thereafter. Further, if any information material to the Assignment is withheld or concealed from or misrepresented to KCPL, the company shall be solely responsible for any losses, damages, costs or other consequences, and the company agrees to indemnify KCPL of any such losses, damages, costs etc.
21. The company agrees that formats of all reports, statements, share or debenture certificates and other documents shall be in conformity with the standard designs.
22. The Company and the Transfer Agent agree that the fees and charges payable to the Transfer Agent shall be as specified in Schedule-II annexed here to:

PAYMENT TERMS

1. Monthly bills for all items as mentioned in Schedule II be raised and these will be settled within 15 days.
2. Postage for dispatch of Certificates/ Warrants/ Annual Reports payable in advance.
3. Order for blank stationery items such as envelopes, warrants, etc. to be placed by the Company directly after approval of specimen by the Transfer Agent.

23. This agreement shall be renewable after its expiry on the terms and conditions mutually agreed to between the parties and shall be subject to such enhancement in the rates as will be agreed to between the parties.
24. The Company shall take special contingency insurance policy to cover risks arising out of fraud, forgery, errors of commission/ omission etc. and shall be responsible for reimbursing the Transfer Agent any expenses incurred by the Transfer Agent arising out of the aforesaid contingencies.
25. 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 our 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 on enhanced remuneration. However, the Transfer Agent shall be liable for the activities done till termination of the contract. However, giving notice of two months by either of the party, this contract can be terminated.
26. The Company will provide all required stationery items, envelopes and postage expenses well in advance to enable Transfer Agent to process all transfers, transpositions, transmissions and other share transfer related activities. The Company should 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. In case of any delay in the transfer activities due to the default of the Company in supplying the material, the Transfer Agent will not be liable for such delay. However, the Transfer Agent shall also give adequate time to the Company by raising demand notice for postage expenses.
27. If the transactions covered under this agreement are subject to any sales tax or other levy(s) the Company shall reimburse to the Transfer Agent the liability for payment of such tax/ levy(s) including interest and other sum if any payable in respect thereof.
28. The Company and the Transfer Agent will furnish to each other any details required by the said party for prosecution or defence or any litigation filed before any Court/Forum in respect of any Share Transfer activity. The Company will further issue authority letter/power of attorney in the name of the concerned person from Karvy Computershare Private Limited in case the aforesaid will be representing / pleading on behalf of the Company before any Court/Forum. The said acts of the Agent / Representative or the Pleader of the Transfer Agent will be binding upon the Company.
29. 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 / share transfer work.
30. The company shall reimburse to the Transfer Agent all the expenses incurred in investigation relating to theft, fraud, robbery, burglary etc. of share certificates or signed transfer forms. The aforesaid will include expenses incurred on employing services of any agency and expenses incurred on newspaper advertisements / public notices.

V6

Alina

31. The Company and the Transfer Agent shall maintain following documents and records pertaining to Transfer activities by way of hard copies and if required the same may be stored by way of tape drives / CDs / 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/ signature captured on signature scanner, dispatch register/postal journal, objection memos, mandates, Power of Attorney/Board Resolutions, RBI Approval in case of NRI, Jumbo Transfer Deeds in case of FIs, Register of Members, Annual Returns/Return of allotment, Interest/Dividend Register.
- b) Correspondence with the Company, investors, SEBI, Stock Exchanges and other statutes and other relevant documents pertaining to the transfer activities.
- c) Records pertaining to investor complaints, Board Resolutions passed by the Company authorizing the Transfer Agent to endorse the certificates and other documents on behalf of the Company.
- d) Magnetic Tapes containing all the data pertaining to share holders and related to the transfer activities.

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.

32. Any legal issue arising out of the performance of the terms of this Agreement regarding transfer etc. should be referred to the Registered Office of the Company for suitable decision/opinion.

33. In case of any dispute arising between the parties out of or in connection with this agreement the same shall be referred to the sole arbitration of an arbitrator who may be appointed by the parties by mutual consent. The proceedings held by the arbitrator in making the award will be in accordance with the provisions of the Indian Arbitration Act, 1940 or any amending/ succeeding enactment. The award of the arbitrator shall be final and binding upon the parties.

34. It is expressly agreed that the Court/ Courts in Delhi alone shall have the jurisdiction to entertain or deal with the matters concerning this agreement.

35. Your acceptance of this MOU constitutes the entire understanding among the parties hereto and supersedes all prior discussions between them relating to the Assignment. No amendment or modification of this MOU shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by its authorized officer or representative. None of the party to this MOU may assign or transfer, in whole or in part, any of its rights, obligations or duties under this MOU. The failure or delay of any party to enforce at any time any provision of this MOU shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this MOU. The MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.



36. This agreement will have effect from the Complete Transferred of ISIN from existing RTA (MCS Ltd.) to Karvy Computershare Private Limited as is mutually agreed to between the parties. Both the parties have right to terminate the contract by giving two month's notice to the other, under Clause 25 of this Agreement.

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

SIGNATURE OF COMPANY (Polyplex Corporation Limited)	SIGNATURE OF TRANSFER AGENT (Karvy Computershare Pvt.Ltd.)
Through: Ashok Kumar Gurnani Compliance officer & Company Secretary	Through : K R Menon-Vice President
Witness : 1. <i>Anup K. Jain</i> ANUP KUMAR JAIN B. 37, Sector 1, NMDA Uttar Pradesh.	Witness : 1. <i>VINOD SINGH NEGI</i> 305, 3rd floor New Delhi House B. K. Road New Delhi.

ANNEXURE

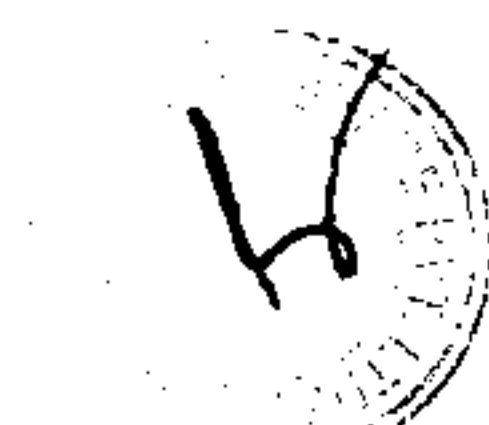
Schedule I

I. Specific Activities

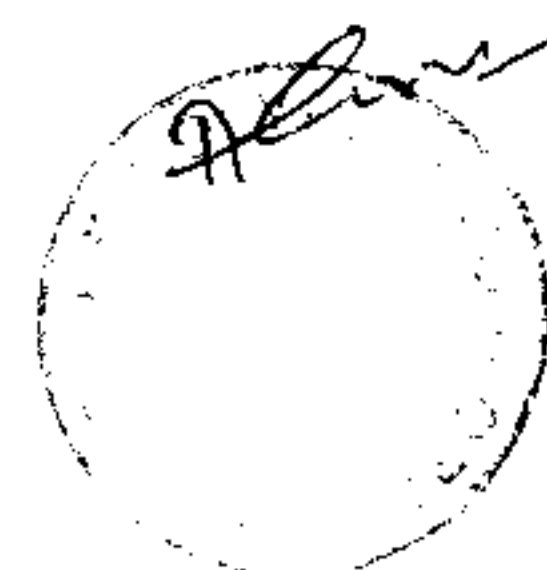
- a) The Transfer Agent will receive and attend to correspondence received from share holders/ debenture holders/ Company/ Stock Exchanges/ SEBI/ Other bodies and will segregate the inward mail as transfer requests, request for endorsement as fully paid-up, receipt of call money, request for change of address, transmission, transposition, deletion of name, other letters from investors.

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.

- b) 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 Transfer Agents.
- c) The Transfer Agent shall process all Transfer/ Transmission/ Transposition/ Change of Address/ Other requests/ complaints and generate checklists, verify the same and correction of such data.
- d) While scrutinizing transfer deeds, the Transfer Agent shall verify date of presentation, transferees' particulars, certificates enclosed, transferors' signature with specimen signature record, verify the value of stamps, thumb impression needs to be attested by Magistrate/ Bank Managers or notarized as the case may be and check whether all the columns including address of transferees provided in Transfer Deed are duly filled up etc.
- e) The Transfer Agent shall generate transfer number 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.
- f) After verification of valid transfers, the Transfer Agent shall prepare transfer registers in duplicate and submit the transfer register well in advance to the transfer committee of the Company for approval.



- g) 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/transmissions/transposition of securities within the stipulated time under the Companies Act/ Listing Agreement.
- h) 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, the Company shall authorize the Transfer Agent to do so by passing a resolution in the Board or its Committee Meeting.
- i) In case of endorsement of share certificates, the Company/ Transfer Agent shall ensure that the authentication is done by an authorized signatory.
- j) The Transfer Agent shall dispatch the transferred share certificates under a covering letters. The 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.
- k) The 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 the blank transfer deeds signed by transferors but not used for effecting transfer.
- l) Cutting the specimen signature of the new share/ debenture holders, pasting and maintaining specimen signature cards upto date. Specimen signature cards of share and debenture holders with nil holding will be removed and stored separately. The Transfer Agent may capture the signatures with the help of signature scanner and store in the Computer. One copy of the backup signatures to be kept with the Company which shall be updated with fortnightly intervals.
- m) The Transfer Agent shall maintain movement register to record the date of receipt of transfer requests/ request for endorsement as fully paid/ other correspondence received directly from the Company. Similarly, the Transfer Agent shall record the date of submission of transfer proposal 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.
- n) The Transfer Agent shall also maintain a separate register in respect to 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.



II. General

1. Attending to general correspondence regarding change of address, consolidation/ split of certificates, non-receipt of share/ debenture certificates, dividend/ interest warrants and other letters received from Company/ SEBI/ Stock-Exchange, etc.
2. Printing of new share/ debenture certificates in lieu of misplaced/ lost/ mutilated certificates. The Transfer Agent shall issue new certificates against request for consolidation or split.
3. The 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. The Transfer Agents shall process and print dividend warrants/ interest warrants/ call notices to share/ debenture holders.
5. In case of rights issues, the Company shall inform the transfer agent and other bodies about record date and give sufficient time to the Transfer Agent to affect all transfers, update all records. The Transfer Agents shall dispatch composite application forms well in time or hand over all the required records to the Registrar to Rights Issue so as to enable the Registrar to complete issue in time.
6. The Transfer Agent shall maintain Register of Members. It will be kept upto date by incorporating changes therein during the year.
7. All reports, statements as mutually agreed between the Company and the Transfer Agent shall be maintained upto date by the Transfer Agent.
8. The Transfer Agent shall at its cost provide the Company with the facility to query or monitor the status of transfer, complaints etc.



SCHEDULE OF FEES: (Approx – 18829)

Sr. No.	Particulars	Rate (Rs.)
	Maintenance of data of shareholders' in physical / electronic form Per Folio per month	Rs.0.50
	The above is subject to a minimum of Rs. 10,000/- per month	
2.	Dividend processing inclusive of printing of dividend warrants, postal register and preparation of MICR details for Banks and processing of ECS & issue of dividend warrants/ Reconciliation (per warrant)	Rs. 1.00
3.	Mailing List (Per Labels) One time free for mailing of Annual Reports.	0.10paise
4.	Signature scanning (per folio) if required.	0.50 paise
5.	Web Related activities - KARISMA **	1,000 per Month
6.	Maintenance of communication links for each depository (NSDL and CDSL) to cover cost of maintaining ongoing linkage expenditure incurred for the Depository Link.	1,000 Per Month
7.	AGM/ EGM Conducting (computerized) charges inclusive of all expenses (prior approval from Company)	Actual
8.	Sending bulk emails communications like Annual Reports, Quarterly Results, ECS Intimations, Bonus Intimations, Postal Ballot, Chairman Speech, Reminders to unclaimed dividends etc., through ELECTRONIC MODE to the email addresses of all the shareholders who have registered their emails.	1.00 Per Record
9.	Sorting/ Signature verification etc. in case of Postal ballot	Nil

- Services Tax and other Statutory taxes, if any, shall be payable as applicable over & above the fee quoted.
- Payment shall be made after the deduction of TDS/ applicable taxes, if any.

The Ministry of Communications & Information Technology, GOI has authroised Karvy Computershare Pvt. Ltd. (KCPL) for providing electronic platform for E-voting.

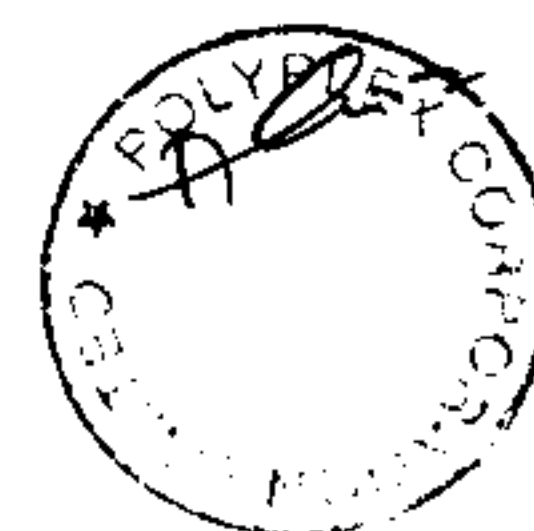


Out of pocket expenses

All out of pocket expenses such as Easy read Stationery, other stationery, postage and courier charges, envelopes, binders, bindings, handling, stamp affixing, sealing, 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.

Terms & Conditions

1. An advance of Rs. 25,000/- is required at the time of signing of the MOU.
2. The contractual period for acting as Registrars and Transfer agents will be effective from the day of signing the Memorandum of Understanding.
3. The reckoning of the number of shareholders / beneficiary owners shall be as per the annual returns submitted i.e. as per the number of shareholders / debenture holders at the time of conducting the Annual General Meeting.
4. The above charges are the consolidated fees for both manual and mechanized operations. Additional work like Bonus, Stock split, Rights Issue, ESOP, and Postal Ballot and other than that mentioned in this offer letter will be extra and the cost of such services shall be determined after mutual discussions.
5. All out of pocket expenses such as stamps, stationery, mailing charges, arrangements for data storage, labor charges, postage and telegrams, legal charges, outstation traveling and conveyance etc., will be extra and shall be payable in advance on an estimated basis and shall be subsequently adjusted on submission of bill for reimbursement on a monthly basis.
6. The payment shall be made on a monthly basis. The number of shareholders at the beginning of the year shall form the basis for payments. The payment for a particular month shall be made at the commencement of the said month.
7. The appointment should be for a minimum period of 24 months. However, either party may withdraw from the agreement by giving 3 months notice in writing.
8. In the event of the R&T services being withdrawn by the company, expenses @ Re. [2]/- per record (past and present) will also be payable for formatting, data capture and transfer in addition to cost of the tapes/CDs.
9. We shall raise bills for services, stationery/consumables used by us for the client every month. The client will make payment against the bills within 15 days from the date of receipt of the bills by the client. Else, an interest @ 18% per annum will be payable by the client for the delayed period. Any applicable taxes however designated or levied based on this agreement or on the charges set herein or on cards, tapes, CDs, equipment or supplies used or furnished by us in connection with the services or any taxes or amounts in lieu thereof paid or payable by us in respect of the foregoing work shall be payable by the client. In case of any discrepancy in the Bills the client shall inform us within 15 days. If no discrepancy is pointed and within the stipulated time it will be presumed that the bills are in order.
10. The proprietary rights for all the procedures, documents originated at our end and software in connection with the above applications will remain with us.
11. The company shall unconditionally indemnify KCPL, against any costs, charges, arising out of materially misleading statements made, information, data, documents or any material statement omitted / suppressed by you or due to breach or default on your part in any of the matters relating to the job / assignment stated in this Offer Letter.



12. Your acceptance of this Offer constitutes the entire understanding among the parties hereto and supersedes all prior discussions between them relating to the Assignment. No amendment or modification of the Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by its authorized officer or representative. None of the party to the Agreement may assign or transfer, in whole or in part, any of its rights, obligations or duties under the Agreement. The failure or delay of any party to enforce at any time any provision of the Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of the Agreement. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.
13. This offer including the price mentioned above, is valid for thirty days from the date of this communication. Further, this Offer shall be followed by an MOU duly executed between us as mentioned at '2' above. Notwithstanding anything contained herein, this Offer shall be treated as withdrawn if no MOU is executed within 30 days of this Offer.
14. The account will be serviced out of our Hyderabad office, at the address given below:

Karvy Computershare Private Limited
Plot No. 17 to 24, Vithalrao Nagar,
Hi tech city road, Madhapur
Hyderabad 500 081
Phone: 040 - 4465 5000
Fax: 040 - 2342 0814

