



पश्चिम बंगाल WEST BENGAL

AM 115833

TRIPARTITE AGREEMENT BETWEEN THE ISSUER (TIDE WATER OIL CO. (INDIA) LTD.), OUTGOING REGISTRAR TO AN ISSUE AND SHARE TRANSFER AGENT (MCS SHARE TRANSFER AGENT LTD.) AND INCOMING REGISTRAR TO AN ISSUE AND SHARE TRANSFER AGENT (MAHESHWARI DATAMATICS PVT.LTD.)

This Tripartite Agreement (hereinafter referred to as the "Agreement") is entered into on this 21st July, 2022 at Kolkata between **TIDE WATER OIL CO. (INDIA) LTD.** (name of the Issuer), an existing Company within the meaning of Section 2(20) of the Companies Act, 2013 and having its Registered Office at Yule House, 8, Dr. R. P. Sarani, Kolkata 700001 (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;



189134

No. .... Date.....  
Name.....  
Address.....  
Vendor.....

SEAWATER OIL CO. (INDIA) LTD.  
"GULE HOUSE"  
8 DR. RAJENDRA PRASAD SARANI  
KOLKATA - 700001

21 JUL 2022

I. CHAKRABORTY  
6B, Dr. Rajendra Prasad Sarani  
Kolkata - 700 001





AND

**M/s. MCS SHARE TRANSFER AGENT LTD.** (name of the outgoing STA) (Securities and Exchange Board of India, Registered Share Transfer Agent), and having its Registered Office at 383 Lake Gardens, 1<sup>st</sup> Floor, Kolkata 700 045 (hereinafter referred to as the "Outgoing 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

**M/s. MAHESHWARI DATAMATICS PVT.LTD.** (Securities and Exchange Board of India, Registered Share Transfer Agent), and having its Registered Office at 23, R.N. Mukherjee Road, 5<sup>th</sup> Floor, Kolkata 700 001 (hereinafter referred to as the "Incoming 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 shares of the Issuer are listed on NSE and the concerned shares have been put in the Permitted Category in BSE having 66536 shareholders (as on BENPOS dated 24.06.2022) and has to render services relating to transfer, transmission, etc. in accordance with its Articles of Association.
2. The Issuer had an agreement dated 04.02.2013 with the Outgoing STA to render services to its shareholders. The Issuer has appointed Incoming STA as the Share Transfer Agent vide its Board Resolution dated 30.05.2022. However, the Outgoing STA acted as Share Transfer Agent till the time of shifting of ISIN from outgoing RTA to Incoming RTA by CDSL on 01.07.2022 and by NSDL on 01.07.2022 (hereinafter referred to as the 'cut-off date').
3. The Incoming STA is a Securities and Exchange Board of India registered Share Transfer Agent having Registration No. INR000000353 and the Issuer has approached the Incoming STA to act as its share transfer agent and the Incoming STA has accepted the assignment.
4. In terms of Regulation 9A (1) (b) of Securities and Exchange Board of India (Registrar to an issue and Share Transfer Agent) Regulations, 1993, the Incoming STA and the Issuer have entered into an Agreement on 30<sup>th</sup> June, 2022.
5. In terms of Regulation 7(4) of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Issuer is required to enter into an Agreement with the Outgoing STA and Incoming STA at the time of change of the outgoing STA.





NOW THEREFORE the Issuer, the Outgoing STA and the Incoming STA do hereby agree as follows:

6. The date of shifting of ISIN is the date of discontinuation of work by the outgoing STA and is also referred to as the cut-off date in this Agreement
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 Outgoing STA is required to hand over all the records/data and documents which are in the possession in its capacity as a Share Transfer Agent to the Incoming STA, within one month from the date of termination of agreement of Outgoing STA/date of appointment of Incoming STA as set out in Annexure I in its entirety to this agreement.
8. The Issuer has paid all outstanding dues to the Outgoing STA and has obtained "No Objection Certificate" (in prescribed format of the depositories) from Outgoing STA.
9. It shall be responsibility of the Outgoing STA to certify and ensure completeness of all records of the Issuer (stored in Physical and/or electronic form) at the time of handover. The Outgoing STA had allowed the Issuer / Incoming STA to inspect the records/data and documents to be handed over to the Incoming STA. Hence, the Issuer did not consider it necessary to appoint an independent auditor to carry out sample check of the records/data and documents to be handed over by the Outgoing STA.
10. The Outgoing STA has handed over the records and documents to Incoming STA prior to the execution date of this Agreement as detailed in Annexure-I Part-A.
11. The Issuer and the Outgoing STA have ensured that all records/data and documents along with computer data have been properly handed over to the Incoming STA. On and from the cut-off date the responsibility of the Incoming STA has commenced with respect to records/data and documents as per Annexure-1.
12. The Incoming STA had handed over the check list as per Annexure-1 in its entirety to the Outgoing STA. The Outgoing STA has handed over the records and documents (as per Annexure-1 Part A) duly catalogued and indexed to the Incoming STA under intimation to the Issuer. The Incoming STA has intimated the Outgoing STA of the records/documents that are yet to be received from them as on the date of execution of this Agreement, as morefully detailed in s in the Annexure-1 Part B of the instant Agreement.
13. The Incoming STA has acknowledged the receipt of the records and documents as stated in Annexure-1Part A.





14. The discrepancies, if any, have been brought to the notice of Outgoing STA and the Issuer and have also been incorporated in the Annexure-1 Part B.
15. The capital reconciliation of the Issuer (i.e. the issued Capital= NSDL holding + CDSL holding + Physical shareholding) has been carried out by the Incoming STA. The Outgoing STA has provided such capital reconciliation for data being handed over.
16. The Incoming STA shall process various investor requests by using the data as provided by the Outgoing STA in good faith.
17. The Outgoing STA has provided its full co-operation to resolve the discrepancies in the records/data and documents and has provided complete and clear explanation for discrepancies in the records/data and documents, if any.
18. The Outgoing STA has extended necessary co-operation for shifting of ISIN to Incoming STA as also for conversion of soft data as per file formats required for seamless loading by the Incoming STA, to resolve gaps and/or discrepancies observed in the records/data and documents being handed over.
19. The Outgoing STA has fully co-operated with the Incoming STA and Issuer during the transition period for the change of share transfer agent.
20. The Outgoing STA has performed all the activities of share transfer agent till cut-off date.
21. All the liabilities/responsibilities prior to cut-off date pertaining to share transfer work shall be borne by the Outgoing STA. The Incoming STA will not under any circumstances be held liable/responsible for the said period. Similarly, the Issuer /Incoming 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 Outgoing STA.
22. After handing over the records/data and documents, the Outgoing STA shall preserve soft copy of the data handed over to Incoming STA for a period of 8 years and thereafter Outgoing STA will not be responsible for loss of any records pertaining to any such prior period.
23. The soft copy of the relevant data as per Annexure-1 Part A, to the extent practicable, as of cut-off date has been received by Incoming STA from the Outgoing STA.
24. This Agreement has been signed by the parties only after Outgoing STA has issued the "No Objection Certificate" to shift the ISIN to Incoming STA. Annexure-1 in its entirety is a part of this Agreement and has been signed by the Issuer, Outgoing STA and Incoming STA.




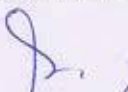

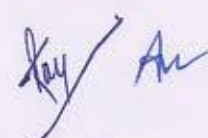
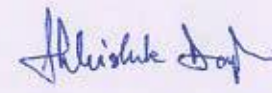



25. The copy of this Agreement shall be submitted by the Issuer to the stock exchange(s) wherever the Issuer shares are listed. In terms of the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, intimation is required to be given to the stock exchange (s) and the copy of this Agreement is to be tabled at the subsequent meeting of the Board of Directors of the Issuer.
26. 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.
27. 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.
28. 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 deviating from the contents of this Agreement. Provided however, if the rights and obligations 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.

|  |   |  |
|--|---|--|
| MCS Share Transfer Agent Ltd.  | Tide Water Oil Co.(India)Ltd.   | MaheshwariDatamaticsPvt.Ltd.   |
| Signature of the Outgoing STA<br> | Signature of the Issuer<br>  | Signature of Incoming STA<br> |
| Name, Designation and Date<br>Name :Tapas Ray<br>Designation: Authorised Signatory<br><br>Date: 21.07.2022         | Name, Designation and Date<br>Name-SaptarshiGanguly<br>Designation- Company Secretary<br><br>Date: 21.07.2022 | Name, Designation and Date<br>Name-Ravi Kumar Bahl<br>Designation-Compliance Officer<br><br>Date: 21.07.2022     |
| Address<br>383 Lake Gardens,<br>1 <sup>st</sup> Floor,<br>Kolkata 700 045  | Address<br>Yule House,<br>8, Dr. R. P. Sarani,<br>Kolkata 700001  | Address<br>23,R.N.Mukherjee Road,5 <sup>th</sup><br>Floor,<br>Kolkata  |
|                                 |                            |                             |
| Signature of Witness<br>Name and Date<br><br>Name :<br><br>Date :  | Signature of Witness<br>Name and Date<br><br>Name : Abhishek Dey<br><br>Date : 21.07.2022                     | Signature of Witness<br>Name and Date<br><br>Name: SHRAWAN KUMAR CHAUBEY<br>Date : 21/07/2022                    |



## Annexure- 1

### Part A:

Hard copy documents received

1. Physical shareholder data separately along with zero holding.
  2. Total shares of the company and the shares given in the index file tallying
  3. PAN of jointholder
  4. Category/Status of shareholder given
  5. Folio Date is given.
  6. Occupation data is given.
  7. Last DN is given
  8. Last certificate number is given.
  9. Dividend files found.
  10. Details of IEPF found.
- Other Documents -As per lists enclosed as serially numbered as List 1, List 2 and List 3 of Annexure I.

Part B Documents /Data yet to received

- 1) Raw BENPOS files (NSDL & CDSL) not found





# List 1 of Annexure 1

## TIDE WATER OIL CO.(INDIA)LTD List of undelivered certificates

| SI NO | Folio No. | Nmae   | Certificate No. | shares |
|-------|-----------|--|-----------------|--------|
| 1     | 0000098   | SRI SOHRAB BAPUJI JAL                                    | 24 & 97         | 2800   |
| 2     | 0000432   | SRI TAPENDRA KRISTO DUTT                                 | 28 & 101        | 120    |
| 3     | 0000569   | SM GOURI SEAL  | 31 & 104        | 240    |
| 4     | 0001238   | MUNAWWAR JAHAN BEGAM                                     | 44 & 117        | 2000   |
| 5     | 0001315   | TAHUWWUR ALI KHAN SHISHMAHAL                             | 46 & 119        | 2000   |
| 6     | 0001466   | NANPREET BINDRA  | 54 & 127        | 20     |
| 7     | 0001314   | TAHUWWUR ALI KHAN SHISHMAHAL                             | 45 & 118        | 2000   |
| 8     | 0001478   | NARENDRA NATH BASAK                                      | 56 & 129        | 4000   |
| 9     | REJ1118   | FINVASIA SECURITIES PVT LTD                              | 168             | 1      |
| 10    | REJ1075   | SANDEEP RATHI  | 231             | 1      |
| 11    | REJ1052   | BP EQUITIES PRIVATE LIMITED<br>DURAINAGALINGAM AZHAGUVEL | 164             | 1      |
| 12    | REJ1074   | MURUGAN  | 229             | 1      |
| 13    | REJ1061   | HIREN JOSHI  | 179             | 1      |
| 14    | REJ1130   | RAHUL JAIN (HUF)   | 192             | 1      |
| 15    | REJ1035   | ROHIT JAIN   | 190             | 1      |
| 16    | REJ1045   | ROHIT JAIN (HUF)   | 194             | 1      |
| 17    | REJ1034   | SAROJDEVI MAHNOT   | 191             | 1      |
| 18    | REJ1112   | ANSAR KARATT   | 226             | 1      |
| 19    | REJ1099   | DILEEP KURUP   | 227             | 1      |
| 20    | REJ1081   | VIJAY KUMAR THAPLYAL                                     | 242             | 1      |
| 21    | REJ1129   | PRAMILA SHARMA   | 271             | 1      |



*Handwritten signature*  
24/4/22



# List 2 of Annexure 1

## LIST OF DOCUMENTS OF TIDE WATER OIL CO.(INDIA) LTD.

### TRANSFER DEEDS

| Sl No. | From   | To    | No of Books |
|--------|--------|-------|-------------|
| 01     | 00001  | 00349 | 2 ✓         |
| 02     | 00001  | 00176 | 1           |
| 03     | 00350  | 00594 | 2           |
| 04     | 00732  | 01491 | 8           |
| 05     | 00001  | 00189 | 2           |
| 06     | 00190  | 30336 | 35          |
| 07     | 02291- | 02296 | 1 ✓         |
| 08     | 00001  | 00079 | 2           |

### DRF (NSDL=CDSL)

|      |       |         |     |
|------|-------|---------|-----|
| 01   | 00001 | 00710 ✓ | 7 ✓ |
| 02 ✓ | 11090 | 11190 ✓ | 2   |

### SAHRES LEDGER

|    |       |       |     |
|----|-------|-------|-----|
| 01 | 00001 | 00210 | 1 ✓ |
| 02 | 00211 | END   | 1 ✓ |
| 03 | 00002 | 00372 | 4 ✓ |

### BLACK LEDGER

|    |       |       |      |
|----|-------|-------|------|
| 01 | 00008 | 01956 | 13 ✓ |
|----|-------|-------|------|

### NSDL LEDGER

|    |       |       |     |
|----|-------|-------|-----|
| 01 | 00001 | 00215 | 1 ✓ |
|----|-------|-------|-----|

### DIVIDEND REGISTER

|                                      |     |
|--------------------------------------|-----|
| ACCOUNT NO. 50200015585883           | 3 ✓ |
| ACCOUNT NO. 50200012925699           | 3 ✓ |
| ACCOUNT NO. 00082220000198           | 2 ✓ |
| ACCOUNT NO. 00082220000198 (UNPAID ) | 1 ✓ |
| ACCOUNT NO. 50200008548809           | 1 ✓ |
| ACCOUNT NO. 50200006343007           | 2 ✓ |
| ACCOUNT NO. 00082220000267           | 2 ✓ |



24/8/22





# List 3 of Annexure 1

ACCOUNT NO. 00082220000267  
(UNPAID)

1 ✓

ACCOUNT NO. 00082220000329

2 /

ACCOUNT NO. 00082220000329  
(UNPAID)

1 ✓

ACCOUNT NO. 0092E61415001

1 ✓

UNPAID DIVIDEND REGISTER 2009-10

1 ✓

## Correspondence 25.05.2017 to 04.05.2022 one bond book

Two Cover File :-

1. In the matter of Estate of Late Rani Jagdamba Kumar Debi Folio No. 0000071

2. In the matter of Benoy Kr. Banerjee vs Arun Kanti Dutta Folio No. 0000071 and 251  
new Folio No. 0001970

Two bunches of 15G/H during the period of December, 2020 to April, 2022

## Following Indemnity & Affidavit for transfer of shares to IEPF along with share certificate

| SL. Folio No.       | Name                         | Certificate No. | No of shares | transferred on |
|---------------------|------------------------------|-----------------|--------------|----------------|
| 1. IN30051315584954 | Kajal Shukla                 | Demat Mode      | 4            | 17.09.2019     |
| 2. 0000512          | Sri Mohanlal Tulsidas Bhatia | 21 & 14696      | 100          | 17.09.2019     |
| 3. 0000181          | Luke Bibhu Prasad Seal       | 5 & 14680       | 4800         | 19.09.2020     |
| 4. 0000017          | Shri Benoy Kumar Banerjee    | 2 & 14677       | 1600         | 19.09.2020     |
| 5. 1201320000938370 | Sudhish                      | Demat Mode      | 4            | 19.09.2020     |
| 6. IN30012610016068 | Harnam Singh                 | Demat Mode      | 200          | 19.09.2020     |
| 7. IN30048413500609 | Anupama Mishra               | Demat Mode      | 4            | 19.09.2020     |
| 8. IN30012610936863 | Savetidevi Agarwal           | Demat Mode      | 20           | 19.09.2020     |
| 9. 0001557          | Amitabha Das Gupta           | 93 & 14768      | 3200         | 19.09.2020     |
| 10. 0001335         | Sandeep Kumar Bairoliya      | 72 & 14747      | 4            | 19.09.2020     |
| 11. 0000792         | Madhukar Gangaram Sonavane   | 35 & 108        | 300          | 30.09.2021     |



24/08/22