

BURLINGTON FINANCE LIMITED

16, Netaji Subhas Road, 4th Floor, Kolkata - 700 001
Phone : (033) 2210 6337, E-mail : burlingtonfinance.kol@gmail.com
CIN : L67120WB1981PLC033904

256
40(9)

256

Date:

To
The Secretary,
The Calcutta Stock Exchange Association Limited
7, Lyons Range,
Kolkata - 70 001

Dear Sir,

SUB: Compliance Certificate under Regulation 40(9) of Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015 for the Half year ended on 30th September, 2023

Pursuant to Regulation 40(10) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we enclose herewith a Certificate duly signed by Tapan Kumar Banerjee, Practicing Company Secretary for the half-year ending on **30th September, 2023** for compliance of Regulation 40(9) of SEBI Listing Regulations, 2015 for your information and record

Kindly acknowledge receipt.

Thanking you,

Yours faithfully
For Burlington Finance Limited

RABI PAUL
DIRECTOR
[DIN: 00020755]
Encl. as above



**CERTIFICATE UNDER REGULATION 40(9) OF SECURITIES AND EXCHANGE
BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE
REQUIREMENTS) REGULATION, 2015**

FOR THE HALF YEAR ENDED 30TH September 2023


TO WHOMSOEVER IT MAY CONCERN

I have examined all Share Transfer Forms, Memorandum of Transfers, Registers, files and other documents relating to **Burlington Finance Limited** maintained by **M/s. MCS Share Transfer Agent Limited, the Registrar & Share Transfer Agent of the Company** of 383 Lake Gardens, 1st Floor, Kolkata -700 045 pertaining to transfer of Equity Shares of the company for the period from **1st April 2023 to 30th September 2023** for the purpose of issuing a Certificate as per **Regulation No. 40(9)(10) of the SEBI L.O.D.R. Regulation 2015** based on the information provided by the Company and I hereby certify that the company has delivered during half year ended on **30th September 2023**

- A) Share Certificate relating to the Share Transfer Forms received during the period from **1st April 2023 to 30th September 2023** as entered in the Memorandum of Transfers has been issued within One month from respective date of lodgment of each form excepting those rejected on technical grounds; and
- B) Share Certificates in respect of requests for exchange of Duplicate and Split certificates have been issued within One month of lodgment

Place: Kolkata
Date: 20th November, 2023

Signature
Name
Membership
No.
C. P. Number


Tapan Kumar Banerjee
1242
17163



BURLINGTON FINANCE LIMITED

16, Netaji Subhas Road, 4th Floor, Kolkata - 700 001
Phone : (033) 2210 6337, E-mail : burlingtonfinance.kol@gmail.com
CIN : L67120WB1981PLC033904

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1st uplod 13/4/23
2nd uplod 21/4/23

20th April, 2023

To
The Secretary,
The Calcutta Stock Exchange Association Limited
7, Lyons Range,
Kolkata - 70 001

Dear Sir,

Sub:	Compliance Certificate under Regulation 40(9) of Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015 for the Half year ending on 31st March, 2023
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Pursuant to Regulation 40(10) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we enclose herewith a Certificate duly signed by Tapan Kumar Banerjee, Practicing Company Secretary for the half-year ending on **31st March, 2023** for compliance of Regulation 40(9) of SEBI Listing Regulations, 2015 for your information and record

Kindly acknowledge receipt.

Thanking you,

Yours faithfully
For Burlington Finance Limited

RABI PAUL
DIRECTOR
[DIN: 00020755]
Encl. as above



**CERTIFICATE UNDER REGULATION 40(9) OF SECURITIES AND
EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND
DISCLOSURE REQUIREMENTS) REGULATION, 2015**

FOR THE HALF YEAR ENDED 31st March 2023


TO WHOMSOEVER IT MAY CONCERN

I have examined all Share Transfer Forms, Memorandum of Transfers, Registers, files and other documents relating to **Burlington Finance Limited** maintained by **M/s. MCS Share Transfer Agent Limited, the Registrar & Share Transfer Agent of the Company** of 383, Lake Gardens, 1st Floor, Kolkata - 700 045 pertaining to transfer of Equity Shares of the company for the period from **1st October 2022 to 31st March 2023** for the purpose of issuing a Certificate as per **Regulation No. 40(9)(10) of the SEBI L.O.D.R. Regulation 2015** based on the information provided by the Company and I hereby certify that the company has delivered during half year ended on **31st March 2023**

- A) Share Certificate relating to the Share Transfer Forms received during the period from **1st October 2022 to 31st March 2023** as entered in the Memorandum of Transfers has been issued within One month from respective date of lodgment of each form excepting those rejected on technical grounds; and
- B) Share Certificates in respect of requests for exchange of Duplicate and Split certificates have been issued within One month of lodgment

Place: Kolkata
Date: 17th April, 2023

Signature
Name
Membership No.
C. P. Number


Tapan Kumar Banerjee
1242
17163





TAPAN KUMAR BANERJEE

COMPANY SECRETARIES

P-139, FLAT -3C

LAKE ROAD, KOLKATA – 700 029

260
260

**BURLINGTON FINANCE LIMITED
16, NETAJI SUBHAS ROAD, 4TH FLOOR
KOLKATA-70001**

**ANNUAL SECRETARIAL COMPLIANCE REPORT
FOR THE YEAR ENDED
31ST MARCH 2023**

**TAPAN KUMAR BANERJEE
COMPANY SECRETARY
139, FLAT 3C
LAKE ROAD
KOLKATA 700029**





TAPAN KUMAR BANERJEE

COMPANY SECRETARIES

P-139, FLAT -3C

LAKE ROAD, KOLKATA – 700 029

260
260

**BURLINGTON FINANCE LIMITED
16, NETAJI SUBHAS ROAD, 4TH FLOOR
KOLKATA-70001**

**ANNUAL SECRETARIAL COMPLIANCE REPORT
FOR THE YEAR ENDED
31ST MARCH 2023**

**TAPAN KUMAR BANERJEE
COMPANY SECRETARY
139, FLAT 3C
LAKE ROAD
KOLKATA 700029**





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Annual Secretarial Compliance Report read with Regulations 24A of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 of M/s. Burlington Finance Limited for the Year Ended 31st March 2023

I, Tapan Kumar Banerjee have examined:

- (a) All the documents and records made available to me, and explanations provided to me by **M/s Burlington Finance Limited** ("the listed entity")
- (b) The filings submissions made by the listed entity to the stock exchanges
- (c) Websites of the listed entity
- (d) Any other document/ filing as may be relevant, which have been relied upon to make this certification

For the year ended 31st March 2023 in respect of compliance with the provisions of:

- (a) The Securities and Exchange Board of India Act, 1992 ("SEBI Act") and the Regulations, circular, guidelines issued there under and
- (b) The Securities Contracts (Regulation) Act, 1956 ("SCRA"), rules made there under and the Regulations, circulars, guidelines issued there under by the Securities and Exchange Board of India ("SEBI")
- (c) The Depositories Act, 1996 and the Regulations and Byelaws framed there under:

The Specific Regulations, whose provisions, and the circulars/guidelines issues there under, have been examined include:

- (a) Securities and Exchange Board of India (Listings Obligations and Disclosure Requirements) Regulations, 2015
- (b) Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018
- (c) Securities and Exchange Board of India (Substantial Acquisition of Shares & Takeovers) Regulations, 2011
- (d) *Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018
- (e) *Securities and Exchange Board of India (Share based Employee benefits) Regulations, 2014
- (f) *Securities and Exchange Board of India (Issues and Listings of Debt Securities) Regulations, 2008
- (g) *Securities and Exchange Board of India (Issues and Listings of Non-Convertible and Redeemable Preference Shares) Regulations, 2013
- (h) *Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015

*No events took place under these regulations during the review period and circulars/guidelines issues there under and based on the above examination, I hereby reporting that during the review period:





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- (a) The listed entity has complied with the provisions of the above Regulations and circulars/guidelines issues there under, except with respect of matters specified below: Nil

Sr. No	Compliance Requirement (Regulations/ circulars/ guidelines including specific clause)	Deviations	Observations/Remarks of the Practicing Company Secretary

- (b) The listed entity has maintained proper records under the provisions of the above Regulations and circulars/guidelines issued there under in so far as it appears from my examination of those records
- (c) The following are the details of the actions taken against the listed entity/its promoters/directors/material subsidiaries either by SEBI or by Stock Exchanges (including under the Standard Operating Procedures issues by SEBI through various circulars) under the aforesaid Acts/Regulations and circulars/guidelines issues there under: NIL

Sr. No	Actions taken by	Details of violation	Details of action taken e.g., fines, warnings letters, debarment, etc.	Observations/Remarks of the Practicing Company Secretary, if any

- (d) The listed entity has taken the following actions to comply with the observations made in previous reports: NA

Sr. No	Observations of the Practicing Company Secretary in the previous reports	Observations made in the Secretarial Compliance Report for the year ended 31 st March 2023	Actions taken by the listed entity if any	Comments of the Practicing Company Secretary on the actions taken by the listed entity

Place: Kolkata

**TAPAN
KUMAR
BANERJEE**

Signature

Tapan Kumar Banerjee
Company Secretary in Practice
C.P. No – 17163
Membership No – 1242
UDIN: A001242E000371251





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SECRETARIAL AUDITOR REPORT

FOR THE FINANCIAL YEAR ENDED 31st MARCH 2023

[Pursuant to Section 204(1) of the Companies Act 2013 and rule no 9 of the Companies (Appointment and Remuneration Personnel) Rules, 2014]

To
The Members of
Burlington Finance Limited
16, Netaji Subhas Road, 4th Floor,
Kolkata - 700001

I conducted the secretarial audit of the compliance of applicable statutory provisions and the adherence to good corporate practices by **Burlington Finance Limited** (hereafter referred to as the Company). Secretarial Audit was conducted on a manner that provided me with a reasonable basis for evaluating the corporate conducts/statutory compliances and expressing my opinion there on.

Based on my verification of the Company's books, papers, minute books, forms, returns filed and other records maintained by the company and the information provided by the Company, its officers, agents and authorized representatives during the conduct of secretarial audit, I hereby report that in my opinion, the company has, during the audit period covering the financial year ended on 31st March, 2023, complied with the statutory provisions listed hereunder and also that the Company has proper Board-processes and compliance mechanism in place to the extent, in the manner and subject to the reporting made hereinafter:

I have examined the books, papers, minute books, forms and returns filed and other records maintained by the Company for the financial year ended on 31st March, 2023 according to the provisions of:

- (i) The Companies Act, 2013 (the Act) and the rules made there under
- (ii) The Securities Contracts (Regulation) Act, 1956 ('SCRA') and the rules made there under
- (iii) The Depositories Act, 1956 and the Regulations and Bye laws framed there under
- (iv) Foreign Exchange Management Act, 1999 and the rules and regulations made there under to the extent of Foreign Direct Investment, Overseas Direct Investment and External Commercial Borrowings
- (v) The following Regulations and Guidelines prescribed under the Securities and Exchange Board of India Act, 1992 ('SEBI Act') –
 - a. The Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011
 - b. The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992
 - c. The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009



- d. The Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999: N.A.
- e. The Securities and Exchange Board of India (Issues and Listing of Debt Securities) Regulations, 2008; N.A.
- f. The Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 regarding the Companies Act and dealing with client; N.A.
- g. The Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2009; and
- h. The Securities and Exchange Board of India (Buyback of Securities) Regulations, 1998; N.A.

I have also examined compliance with the applicable clauses of the following:

- (i) Secretarial Standards issued by The Institute of Company Secretaries of India
- (ii) The Listing Agreements entered by the Company with the Calcutta Stock Exchange

During the period under review the Company has complied with the provisions of the Act, Rules, Regulations, Guidelines, Standards etc. mentioned above

I further report that

The Board is in the process of complying with the formalities of section 196 and 203 of the Companies Act, 2013.

The Board of Directors of the Company is duly constituted with proper balance of Executive Director, Non-Executive Directors, and the Independent Director. The changes in the composition of the Board of Directors that took place during the period under review were carried out in compliance with the provisions of the Act.

Adequate notice is given to all directors to schedule the Board Meetings, agenda and detailed notes on agenda were sent at least seven days in advance and a system exists for seeking and obtaining further information and clarifications on the agenda items before the meeting and for meaningful participation at the meeting.

Majority decision is carried through while the dissenting members' views are captured and recorded as part of the minutes.

I further report that there are adequate systems and process in the Company commensurate with the size and operations of the Company to monitor and ensure compliance with applicable laws, rules, regulations and guidelines.

TAPAN
KUMAR
BANERJEE

Digitally signed by Tapan Kumar Banerjee
DN: cn=Tapan Kumar Banerjee, o=PS Tapan Kumar Banerjee, email=tapan@psbanerjee.com, c=IN
Date: 2013.11.14 11:14:14 +05'30'

Place: Kolkata

Signature
Tapan Kumar Banerjee
Company Secretary in Practice
C.P. No - 17163
Membership No - 1242
UDIN: A001242E000371315





TAPAN KUMAR BANERJEE
COMPANY SECRETARIES

P-139, FLAT -3C
LAKE ROAD, KOLKATA - 700 029

To
The Members of
Burlington Finance Limited
16, Netaji Subhas Road, 4th Floor,
Kolkata - 700001

Certificate under clause 10(i) of part C of Schedule V to the SEBI (LODR) Regulations, 2015

I have checked the information available in the MCA portal, resolution passed by the Board of Directors and other relevant records of the Company. Based on my checking and as per information and explanation provided by the Company, I certify that none of the Directors on the Board of the Company as on 31st March 2023 have been debarred or disqualified from being appointed or continuing as Director of the Company by the Board/Ministry of Corporate Affairs or any other statutory authorities.

Place:Kolkata

TAPAN
KUMAR
BANERJEE

Digitally signed by Tapan Kumar Banerjee
DN: cn=Tapan Kumar Banerjee, o=PS Tapan Kumar Banerjee, ou=Company Secretaries, email=tapan.kumar.banerjee@gmail.com, c=IN

Signature
Tapan Kumar Banerjee
Company Secretary in Practice
C.P. No - 17163
Membership No - 1242
UDIN: A001242E000371271





TAPAN KUMAR BANERJEE
COMPANY SECRETARIES

P-139, FLAT-3C

LAKE ROAD, KOLKATA - 700 029

BURLINGTON FINANCE LIMITED
16, NETAJI SUBHAS ROAD, 4TH FLOOR
KOLKATA-70001

ANNUAL SECRETARIAL COMPLIANCE REPORT
FOR THE YEAR ENDED
31ST MARCH 2022

TAPAN KUMAR BANERJEE
COMPANY SECRETARY
139, FLAT 3C
LAKE ROAD
KOLKATA 700029





Annual Secretarial Compliance Report read with Regulations 24A of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 of M/s. Burlington Finance Limited for the Year Ended 31st March 2022

I, Tapan Kumar Banerjee have examined:

- (a) All the documents and records made available to me, and explanations provided to me by **M/s Burlington Finance Limited** ("the listed entity")
- (b) The filings submissions made by the listed entity to the stock exchanges
- (c) Websites of the listed entity
- (d) Any other document/ filing as may be relevant, which have been relied upon to make this certification

For the year ended 31st March 2022 in respect of compliance with the provisions of:

- (a) The Securities and Exchange Board of India Act, 1992 ("SEBI Act") and the Regulations, circular, guidelines issued there under and
- (b) The Securities Contracts (Regulation) Act, 1953 ("SCRA"), rules made there under and the Regulations, circulars, guidelines issued there under by the Securities and Exchange Board of India ("SEBI")
- (c) The Depositories Act, 1996 and the Regulations and Byelaws framed there under

The Specific Regulations, whose provisions, and the circulars/guidelines issues there under, have been examined include:

- (a) Securities and Exchange Board of India (Listings Obligations and Disclosure Requirements) Regulations, 2015
- (b) Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018
- (c) Securities and Exchange Board of India (Substantial Acquisition of Shares & Takeovers) Regulations, 2011
- (d) *Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018
- (e) *Securities and Exchange Board of India (Share based Employee benefits) Regulations, 2014
- (f) *Securities and Exchange Board of India (Issues and Listings of Debt Securities) Regulations, 2008
- (g) *Securities and Exchange Board of India (Issues and Listings of Non-Convertible and Redeemable Preference Shares) Regulations, 2013
- (h) *Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015

*No events took place under these regulations during the review period and circulars/guidelines issues there under and based on the above examination, I hereby reporting that during the review period:





TAPAN KUMAR BANERJEE

COMPANY SECRETARIES

P-139, FLAT-3C

LAKE ROAD, KOLKATA - 700 029

- (a) The listed entity has complied with the provisions of the above Regulations and circulars/guidelines issues there under, except with respect of matters specified below: Nil

Sr. No	Compliance Requirement (Regulations/ circulars/ guidelines including specific clause)	Deviations	Observations/Remarks of the Practicing Company Secretary

- (b) The listed entity has maintained proper records under the provisions of the above Regulations and circulars/guidelines issued there under in so far as it appears from my examination of those records

- (c) The following are the details of the actions taken against the listed entity/its promoters/directors/material subsidiaries either by SEBI or by Stock Exchanges (including under the Standard Operating Procedures issues by SEBI through various circulars) under the aforesaid Acts/Regulations and circulars/guidelines issues there under: NIL

Sr. No	Actions taken by	Details of violation	Details of action taken e.g., fines, warnings letters, debarment, etc.	Observations/Remarks of the Practicing Company Secretary, if any

- (d) The listed entity has taken the following actions to comply with the observations made in previous reports: NA

Sr. No	Observations of the Practicing Company Secretary in the previous reports	Observations made in the Secretarial Compliance Report for the year ended 31 st March 2022	Actions taken by the listed entity if any	Comments of the Practicing Company Secretary on the actions taken by the listed entity

Place: Kolkata

TAPAN KUMAR BANERJEE

Digitally signed by TAPAN KUMAR BANERJEE
DN: c=IN, o=Personal, email=tapanbanerjee@gmail.com, ou=, cn=TAPAN KUMAR BANERJEE
Date: 2022.11.03 16:10:08 +05'30'

Signature
Tapan Kumar Banerjee
Company Secretary in Practice
C.P. No - 17163
Membership No - 1242
UDIN: A001242D001468642





SECRETARIAL AUDITOR REPORT

FOR THE FINANCIAL YEAR ENDED 31st MARCH 2022

[Pursuant to Section 204(1) of the Companies Act 2013 and rule no 9 of the
Companies (Appointment and Remuneration Personnel) Rules, 2014]

To
The Members of
Burlington Finance Limited
16, Netaji Subhas Road, 4th Floor,
Kolkata - 700001

I conducted the secretarial audit of the compliance of applicable statutory provisions and the adherence to good corporate practices by **Burlington Finance Limited** (hereafter referred to as the Company). Secretarial Audit was conducted on a manner that provided me with a reasonable basis for evaluating the corporate conducts/statutory compliances and expressing my opinion there on.

Based on my verification of the Company's books, papers, minute books, forms, returns filed and other records maintained by the company and the information provided by the Company, its officers, agents and authorized representatives during the conduct of secretarial audit, I hereby report that in my opinion, the company has, during the audit period covering the financial year ended on 31st March, 2022, complied with the statutory provisions listed hereunder and also that the Company has proper Board-processes and compliance mechanism in place to the extent, in the manner and subject to the reporting made hereinafter:

I have examined the books, papers, minute books, forms and returns filed and other records maintained by the Company for the financial year ended on 31st March, 2022 according to the provisions of:

- (i) The Companies Act, 2013 (the Act) and the rules made there under
- (ii) The Securities Contracts (Regulation) Act, 1956 ('SCRA') and the rules made there under
- (iii) The Depositories Act, 1956 and the Regulations and Bye laws framed there under
- (iv) Foreign Exchange Management Act, 1999 and the rules and regulations made there under to the extent of Foreign Direct Investment, Overseas Direct Investment and External Commercial Borrowings
- (v) The following Regulations and Guidelines prescribed under the Securities and Exchange Board of India Act, 1992 ('SEBI Act') –
 - a. The Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011
 - b. The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992
 - c. The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009





- d. The Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999; N.A.
- e. The Securities and Exchange Board of India (Issues and Listing of Debt Securities) Regulations, 2008; N.A.
- f. The Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 regarding the Companies Act and dealing with client; N.A.
- g. The Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2009; and
- h. The Securities and Exchange Board of India (Buyback of Securities) Regulations, 1998; N.A.

I have also examined compliance with the applicable clauses of the following:

- (i) Secretarial Standards issued by The Institute of Company Secretaries of India
- (ii) The Listing Agreements entered by the Company with the Calcutta Stock Exchange

During the period under review the Company has complied with the provisions of the Act, Rules, Regulations, Guidelines, Standards etc. mentioned above

I further report that

The Board is in the process of complying with the formalities of section 196 and 203 of the Companies Act, 2013.

The Board of Directors of the Company is duly constituted with proper balance of Executive Director, Non-Executive Directors, and the Independent Director. The changes in the composition of the Board of Directors that took place during the period under review were carried out in compliance with the provisions of the Act.

Adequate notice is given to all directors to schedule the Board Meetings, agenda and detailed notes on agenda were sent at least seven days in advance and a system exists for seeking and obtaining further information and clarifications on the agenda items before the meeting and for meaningful participation at the meeting.

Majority decision is carried through while the dissenting members' views are captured and recorded as part of the minutes.

I further report that there are adequate systems and process in the Company commensurate with the size and operations of the Company to monitor and ensure compliance with applicable laws, rules, regulations and guidelines.

Place: Kolkata

TAPAN KUMAR
BANERJEE

Digitally signed by Tapan Kumar Banerjee
DN: cn=Tapan Kumar Banerjee, o=Kolkata Stock Exchange, ou=Kolkata Stock Exchange, email=tapan.kumar.banerjee@kse.org.in, c=IN

Signature

Tapan Kumar Banerjee
Company Secretary in Practice
C.P. No - 17163
Membership No - 1242
UDIN: A001242D001468906





TAPAN KUMAR BANERJEE

COMPANY SECRETARIES

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270
P-139, FLAT-3C

LAKE ROAD, KOLKATA - 700 029

To
The Members of
Burlington Finance Limited
16, Netaji Subhas Road, 4th Floor,
Kolkata - 700001

Certificate under clause 10(i) of part C of Schedule V to the SEBI (LODR) Regulations, 2015

I have checked the information available in the MCA portal, resolution passed by the Board of Directors and other relevant records of the Company. Based on my checking and as per information and explanation provided by the Company, I certify that none of the Directors on the Board of the Company as on 31st March 2022 have been debarred or disqualified from being appointed or continuing as Director of the Company by the Board/Ministry of Corporate Affairs or any other statutory authorities.

Place: Kolkata

TAPAN KUMAR
BANERJEE

Digitally signed by TAPAN KUMAR BANERJEE
DN: cn=TAPAN KUMAR BANERJEE, o=, ou=, email=tapan.kumar.banerjee@burlingtonfinance.com, c=IN

Signature

Tapan Kumar Banerjee
Company Secretary in Practice
C.P. No - 17163
Membership No - 1242
UDIN: A001242D001468939



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CERTIFIED TO BE TRUE COPY

Certified True Copy



TRIPARTITE AGREEMENT BETWEEN THE ISSUER, REGISTRAR AND THE NATIONAL SECURITIES DEPOSITORY LIMITED

This Tripartite Agreement made and entered into on this 24th day of JANUARY, 2006, at Mumbai between BURLINGTON FINANCE LTD., a Company incorporated and registered under the provisions of the Companies Act, 1956 and having its Registered Office at 16, Netaji Subhas Road, 4th Floor, KOLKATA - 700 001 (hereinafter called the "Issuer" which

expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title MCS LIMITED, its Registrar and Transfer Agent and having its Registered Office at 77/2A, HAZRA ROAD, GROUND FLOOR, KOLKATA - 700 029.

(hereinafter called the "R & T Agent" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) and the National Securities Depository Limited, having its Registered Office at Trade World, 4th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013 (herein after called the "NSDL")

K.D.F.C. Bank Legal
Department & Kamala Mills Compound,
Lower Parel, Mumbai-400013.
D-5/STP/VIC #101/003/2006/204244

INDIA
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Special
DEC 20 2005
R-60617001-PE5135
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MARATHASHTRA



Witnesseth as Follows

li **WHEREAS** The Issuer and or its Registrar and Transfer Agent has furnished, to the NSDL an application dated 17th Nov. 05 for its **Equity shares** bearing ISIN INE337H01013 being admitted as an 'eligible security' in the depository system and whereas the second undersigned is working as the R & T Agent of the Issuer.

NOW THEREFORE in consideration of the NSDL having agreed to admit the securities of the Issuer as being eligible for being admitted on the depository system, the parties to this Tripartite Agreement hereby covenant and agree as follows :

1. The Issuer and/or the R & T Agent agree and undertake to comply with the provisions of the Bye Laws and the Business Rules of NSDL, wherever applicable.
2. The Issuer, its R & T Agent and NSDL hereby agree that the Bye Laws and Business Rules of NSDL shall be part of the terms and conditions of every agreement, contract or transaction between the parties to the agreement.
3. The Issuer and /or its R & T Agent shall be bound by any amendment to the Bye Laws and Business Rules of NSDL with respect to any transaction occurring subsequent to the time of such amendment. Such amendment shall take effect as if it were originally a part of the Bye Laws and Business Rules of NSDL.
4. The agreement and all contracts and transactions effected by the Issuer and /or its R & T Agent under the Bye Laws and Business Rules of NSDL or through the facilities of NSDL shall be governed by and be construed in accordance with the provisions of the relevant laws as well as the rules and regulations of the Regulatory Bodies having jurisdiction in respect of the same from time to time.
5. The Issuer and/or R & T Agent shall furnish a list of authorized officials who shall represent and interact on behalf of the Issuer and/or R & T Agent with NSDL within fifteen days of the execution of this agreement and any changes including additions/deletions, thereof shall be communicated to NSDL within fifteen days of such change.
6. The Issuer shall send to NSDL copies of the letters approving listing and commencement of trading issued by the relevant stock exchanges in respect of securities held in dematerialised form with NSDL.



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7. NSDL shall allocate unique identity codes to both the Issuer and/or its R & T Agent.
8. The Issuer and its R & T Agent shall establish continuous electronic means of communication with NSDL and NSDL shall provide necessary manuals & procedural guidelines to the Issuer and/or its R & T Agent, as is necessary for effective and prompt conduct of the business of the Depository. The Issuer and/or its R & T Agent shall maintain such systems, procedures, means of communication, adequate infrastructure, hardware, software security devices and back-up facilities as may be prescribed by NSDL.
9. The Issuer and/or its R & T Agent shall strictly follow the backup procedure recommended by NSDL. A copy of the latest back-up of database and subsequently incremental backup shall be maintained at a designated remote site.
10. The Issuer and/or its R & T Agent shall comply with all the systems and procedures recommended by NSDL and shall allow access to their systems by NSDL designated EDP Audit Team for periodic assessment of compliance with systems and procedures.
11. The Issuer and/or its R & T Agent agree that NSDL shall not be liable to the Issuer and/or its R & T Agent for any loss arising out of any failure of the Issuer and/or its R & T Agent to keep full and upto date security copies (backup) of computer programme and data it uses in accordance with the best computing practice.
12. The Issuer shall inform NSDL on the next day on which the information is being sent to the stock exchanges in which the eligible securities are listed, about the dates from which new shares arising out of conversions, further issues, final call payments, etc. become pari-passu with its existing shares.
13. The Issuer shall furnish information to NSDL of any further issues such as rights, bonus, public offerings with details viz.; opening and closing dates, issue size, issue price, record date, book closure, proportion, along with a copy of the offer document.
14. The Issuer shall give information to NSDL about book closures, record dates, dates for the payment of interest or dividend, dates for annual general meetings and other meetings, dates for redemption of debentures, dates for conversion of debentures and warrants, call money dates, amalgamation, merger, reduction of capital, reconstruction scheme of arrangement, sub-division, consolidation, and conversion of debentures/loans and such other information relating to any corporate action, on the next day it is being



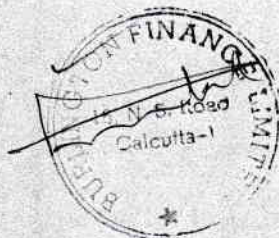
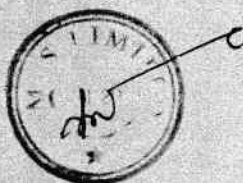
Handwritten signature or initials.



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communicated to the relevant stock exchanges, where the eligible security is listed.

15. The Issuer and/or its R & T Agent undertakes that the dematerialisation and rematerialisation requests are processed within fifteen and thirty days respectively. However, it is agreed that in case of bulk dematerialisation requests, this period may be extended to thirty days.
16. The Issuer and/or its R & T Agent undertakes that no dematerialisation requests shall be accepted when there are any prohibitory order, stop transfer, attachment order, or disputed title, on the day of such request. It is agreed that where a court order has been received by the Issuer and/or its R & T Agent or where there are court orders against any transfer request, if such a request is entertained, the Issuer and/or its R & T Agent shall be entirely responsible. The Issuer and/or its R & T Agent agrees to be fully responsible for destruction, mutilation and cancellation of certificates received and accepted by it for dematerialisation.
17. It is agreed that the Issuer and/or its R & T Agent will continue to be responsible for corporate actions. The NSDL undertakes to provide the list of beneficial owners with suitable details to the Issuer or R & T Agent as of the record date. This list shall be provided by the NSDL fifteen days after such request has been received by the NSDL. In the event of any loss caused to the Issuer and/or its R & T Agent, in respect of any incorrect information relating to the Client, furnished by NSDL or its Participant, NSDL shall indemnify such losses.
18. The Issuer and/or its R & T Agent shall indemnify NSDL in respect of any loss or liability incurred, or any claim arising in respect of any incorrect information furnished by the Issuer and/or its R & T Agent in respect of the operations of the Depository.
19. Any claims, disputes or liabilities arising in respect of any securities which have been rematerialised under intimation from the Issuer and/or its R & T Agent to NSDL after the despatch of such securities' certificates in the manner laid down under the Bye Laws shall be settled between the Issuer and/or its R & T Agent and the owner of such securities.
20. In the case of securities that have been dematerialised and electronically credited to the accounts of the Clients in NSDL under intimation from the Issuer and/or its R & T Agent in the manner laid down under the Bye Laws, any claims, disputes or liabilities or cause of action from a third party arising in respect of such securities pertaining to any fake or forged securities shall be settled between the Issuer and/or its R & T Agent and such third party.



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21. NSDL may authorise persons who, shall have the right to enter during the regular business hours, on any working day, the premises of such Issuer and/or its R & T Agent where the records relating to the depository operations are being maintained and inspect, and take copies thereof.
 22. NSDL shall provide reports updating details of Beneficial Owners on a fortnightly basis to the Issuer and /or its R & T Agent.
 23. NSDL shall provide the details of the list of Beneficial Owners as well as the pending requests for Dematerialisation and Rematerialisation that may be required by the Issuer and / or its R & T Agent from time to time on the payment of such charges as may be provided in the Business Rules. Such information shall be provided within fifteen days from the date of making such request and where the list of Beneficial Owners is required as on a particular date, the same shall be provided within a period of fifteen days after such date or fifteen days from the date of receipt of such request by the NSDL whichever is later.
 24. NSDL shall in its discretion provide any other details that may be required by the Issuer and/or its R & T Agent from time to time on the payment of such charges as it may deem fit.
 25. The Issuer and/or R & T Agent shall inform NSDL of any proposed changes in the address of the Registered Offices, Corporate Office, or of the location where the equipment for communication with NSDL is situated not less than thirty days before the date of such change.
 26. NSDL shall inform the Issuer and/or its R & T Agent of any proposed changes in the address of its Registered Office or Corporate Office not less than thirty days before the date of such change.
 27. The Issuer shall not change, discontinue or substitute its R & T Agent unless the alternative arrangement has been agreed to by NSDL.
 28. The Issuer and/or its R & T Agent shall not assign to any other person/entity its functions & obligations, relating to transactions with the Depository, without the approval of NSDL.
 29. All parties to this Agreement shall resolve the grievances of the Beneficial Owners within a period of twenty-one days, from the date of receipt of the complaint, concerning NSDL, the Issuer and/or its R & T agents.
 30. All parties to this Agreement shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of NSDL and that such procedure shall be applicable to any disputes between the NSDL and the Issuer and/or R & T Agent.



31. All parties to this Agreement further agree that all claims, differences and disputes, arising out of or in relation to dealings on the Depository including any agreements, contracts and transactions made subject to the Bye Laws or Business Rules of the NSDL or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions, agreements and contracts have been entered into or not, shall be subject to the exclusive jurisdiction of the Courts at Mumbai only.

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

SIGNED, AND DELIVERED

BURLINGTON FINANCE LTD.

By the within named BURLINGTON FINANCE LTD.
through its authorised representative

Mr.: HANUMAN MAL TATER

Authorised Signatory / Director

Designation WHOLE TIME DIRECTOR

in the presence of ARUN PAREEK

Arjun Pareek ✓

SIGNED, AND DELIVERED

By the within named FALM S. LIMITED
through its authorised representative

Mrs.: B BISWAS

Designation MANAGER

dm

in the presence of P. SARKAR, SR. OFFICER

P. Sarkar

Registration

SIGNED, AND DELIVERED

By the within named **National Securities Depository Limited**
through its authorised representative

Mr. Tejus Desai : Tejus Desai
Asst. Vice President

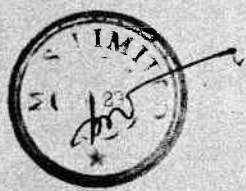
Vide Board Resolution dated 5th January, 2006

in the presence of Mirand Methwani

CERTIFIED TO BE TRUE COPY

For Burlington Finance Ltd.

Director/Authorised Signatory



Authorised Signatory

THE DECCAN MERCHANT CO-OP BANK LTD.
DADAR BR, BISPOLLA BUILDING, FIRST FLOOR
RAMADE ROAD, DADAR (WEST)
MUMBAI - 400 028



भारत 65032
162285

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महाराष्ट्र
FEB 20 2017

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TRIPARTITE AGREEMENT BETWEEN THE ISSUER, REGISTRAR AND THE NATIONAL SECURITIES DEPOSITORY LIMITED D-5/STP(V)/CR.1093/01/10/785-09/10

RE0000200/- PB6584

This Tripartite Agreement made and entered into on this 28 day of INDIAN STAMP 2017, MAHARASHTRA at Mumbai between Burlington Finance Ltd

a Company incorporated and registered under the provisions of the Companies Act, 1956/2013 and having its Registered Office Address : 16, Netaji Subhas Road, 4th floor, Kolkata - 700 001

(hereinafter called the "Issuer" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title,

MCS Share Transfer Agent Ltd. its Registrar and Transfer Agent and having its Registered Office at : 12/1/5, Manoharpukur Road, Kolkata - 700 026

(hereinafter called the "R & T Agent" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) and the National Securities Depository Limited, having its Registered Office at Trade World, A Wing, 4th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013 (herein after called the "NSDL").

Witnesseth as Follows

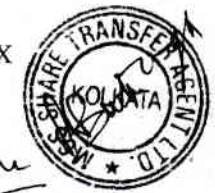
WHEREAS The Issuer and or its Registrar and Transfer Agent has furnished, to the NSDL an application dated 21.03.2017 for its Equity bearing ISIN INE 332H01013 being admitted as an 'eligible security' in the depository system and whereas the second undersigned is working as the R & T Agent of the Issuer.

NOW THEREFORE in consideration of the NSDL having agreed to admit the securities of the Issuer as being eligible for being admitted on the depository system, the parties to this Tripartite Agreement hereby covenant and agree as follows:

1. The Issuer and/or the R & T Agent agree and undertake to comply with the provisions of the Bye Laws and the Business Rules of NSDL, wherever applicable.
2. The Issuer, its R & T Agent and NSDL hereby agree that the Bye Laws and Business Rules of NSDL shall be part of the terms and conditions of every agreement, contract or transaction between the parties to the agreement.
3. The Issuer and /or its R & T Agent shall be bound by any amendment to the Bye Laws and Business Rules of NSDL with respect to any transaction occurring subsequent to the time of such amendment. Such amendment shall take effect as if it were originally a part of the Bye Laws and Business Rules of NSDL.
4. The agreement and all contracts and transactions effected by the Issuer and /or its R & T Agent under the Bye Laws and Business Rules of NSDL or through the facilities of NSDL shall be governed by and be construed in accordance with the provisions of the relevant laws as well as the rules and regulations of the Regulatory Bodies having jurisdiction in respect of the same from time to time.
5. The Issuer and/or R & T Agent shall furnish a list of authorized officials who shall represent and interact on behalf of the Issuer and/or R & T Agent with NSDL within fifteen days of the execution of this agreement and any changes including additions/deletions thereof shall be communicated to NSDL within fifteen days of such change.
6. The Issuer shall send to NSDL copies of the letters approving listing and commencement of trading issued by the relevant stock exchanges in respect of securities held in dematerialised form with NSDL.
7. NSDL shall allocate unique identity codes to both the Issuer and /or its R & T Agent.
8. The Issuer and its R & T Agent shall establish continuous electronic means of communication with NSDL and NSDL shall provide necessary manuals & procedural guidelines to the Issuer and /or its R & T Agent, as is necessary for effective and prompt conduct of the business of the Depository. The Issuer and/or its R & T Agent shall maintain such systems, procedures, means of communication, adequate infrastructure, hardware, software security devices and back-up facilities as may be prescribed by NSDL.
9. The Issuer and/or its R & T Agent shall strictly follow the backup procedure recommended by NSDL. A copy of the latest back-up of database and subsequently incremental backup shall be maintained at a designated remote site.

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For Burlington Finance Ltd.

Director/Authorised Signatory



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10. The Issuer and/or its R & T Agent shall comply with all the systems and procedures recommended by NSDL and shall allow access to their systems by NSDL designated EDP Audit Team for periodic assessment of compliance with systems and procedures.
11. The Issuer and/or its R & T Agent agree that NSDL shall not be liable to the Issuer and/or its R & T Agent for any loss arising out of any failure of the Issuer and/or its R & T Agent to keep full and upto date security copies (backup) of computer programme and data it uses in accordance with the best computing practice.
12. The Issuer shall inform NSDL on the next day on which the information is being sent to the stock exchanges in which the eligible securities are listed, about the dates from which new shares arising out of conversions, further issues, final call payments, etc. become pari-passu with its existing shares.
13. The Issuer shall furnish information to NSDL of any further issues such as rights, bonus, public offerings with details viz.; opening and closing dates, issue size, issue price, record date, book closure, proportion, along with a copy of the offer document.
14. The Issuer shall give information to NSDL about book closures, record dates, dates for the payment of interest or dividend, dates for annual general meetings and other meetings, dates for redemption of debentures, dates for conversion of debentures and warrants, call money dates, amalgamation, merger, reduction of capital, reconstruction scheme of arrangement, sub-division, consolidation, and conversion of debentures/loans and such other information relating to any corporate action, on the next day it is being communicated to the relevant stock exchanges, where the eligible security is listed.
15. The Issuer and /or its R & T Agent undertakes that the dematerialisation and rematerialisation requests are processed within fifteen and thirty days respectively. However, it is agreed that in case of bulk dematerialisation requests, this period may be extended to thirty days.
16. The Issuer and/or its R & T Agent undertakes that no dematerialisation requests shall be accepted when there are any prohibitory order, stop transfer, attachment order, or disputed title, on the day of such request. It is agreed that where a court order has been received by the Issuer and/ or its R & T Agent or where there are court orders against any transfer request, if such a request is entertained, the Issuer and/or its R & T Agent shall be entirely responsible. The Issuer and/or its R & T Agent agrees to be fully responsible for destruction, mutilation and cancellation of certificates received and accepted by it for dematerialisation.
17. It is agreed that the Issuer and /or its R & T Agent will continue to be responsible for corporate actions. The NSDL undertakes to provide the list of beneficial owners with suitable details to the Issuer or R & T Agent as of the record date. This list shall be provided by the NSDL fifteen days after such request has been received by the NSDL. In the event of any loss caused to the Issuer and/or its R & T Agent, in respect of any incorrect information relating to the Client, furnished by NSDL or its Participant, NSDL shall indemnify such losses.
18. The Issuer and/or its R & T Agent shall indemnify NSDL in respect of any loss or liability incurred, or any claim arising in respect of any incorrect information furnished by the Issuer and/or its R & T Agent in respect of the operations of the Depository.
19. Any claims, disputes or liabilities arising in respect of any securities which have been rematerialised under intimation from the Issuer and/or its R & T Agent to NSDL after the dispatch of such securities' certificates in the manner laid down under the Bye Laws shall be settled between the Issuer and/or its R & T Agent and the owner of such securities.
20. In the case of securities that have been dematerialised and electronically credited to the accounts of the Clients in NSDL under intimation from the Issuer and/or its R & T Agent in the manner laid down under the Bye Laws, any claims, disputes or liabilities or cause of action from a third party arising in respect of such securities pertaining to any fake or forged securities shall be settled between the Issuer and /or its R & T Agent and such third party.
21. NSDL may authorise persons who, shall have the right to enter during the regular business hours, on any working day, the premises of such Issuer and/or its R & T Agent where the records relating to the depository operations are being maintained and inspect, and take copies thereof.
22. NSDL shall provide reports updating details of Beneficial Owners on a fortnightly basis to the Issuer and/or its R & T Agent.
23. NSDL shall provide the details of the list of Beneficial Owners as well as the pending requests for Dematerialisation and Rematerialisation that may be required by the Issuer and/or its R & T Agent from time to time on the payment of such charges as may be provided in the Business Rules. Such information shall be provided within fifteen days from the date of making such request and where the list of Beneficial Owners is required as on a particular date, the same



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shall be provided within a period of fifteen days after such date or fifteen days from the date of receipt of such request by the NSDL whichever is later.

24. NSDL shall in its discretion provide any other details that may be required by the Issuer and/or its R & T Agent from time to time on the payment of such charges as it may deem fit.
25. The Issuer and/or R & T Agent shall inform NSDL of any proposed changes in the address of the Registered Offices, Corporate Office, or of the location where the equipment for communication with NSDL is situated not less than thirty days before the date of such change.
26. NSDL shall inform the Issuer and/or its R & T Agent of any proposed changes in the address of its Registered Office or Corporate Office not less than thirty days before the date of such change.
27. The Issuer shall not change, discontinue or substitute its R & T Agent unless the alternative arrangement has been agreed to by NSDL.
28. The Issuer and/or its R & T Agent shall not assign to any other person/entity its functions & obligations, relating to transactions with the Depository, without the approval of NSDL.
29. All parties to this Agreement shall resolve the grievances of the Beneficial Owners within a period of twenty-one days, from the date of receipt of the complaint, concerning NSDL, the Issuer and/or its R & T agents.
30. All parties to this Agreement shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of NSDL and that such procedure shall be applicable to any disputes between the NSDL and the Issuer and/or R & T Agent.
31. All parties to this Agreement further agree that all claims, differences and disputes, arising out of or in relation to dealings on the Depository including any agreements, contracts and transactions made subject to the Bye Laws or Business Rules of the NSDL or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions, agreements and contracts have been entered into or not, shall be subject to the exclusive jurisdiction of the Courts at Mumbai only.

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

SIGNED, AND DELIVERED

By the within named

Burlington Finance Ltd.

for **BURLINGTON FINANCE LTD**

through its authorised representative

Name: Biswendra Pandey

Biswendra Pandey
Director/Authorized Signatory

Designation: Whole Time Director

in the presence of: AJAY GHOSH

SIGNED, AND DELIVERED

By the within named

MCS Share Transfer Agent Ltd.

through its authorised representative

Name: Subhas Bhattacharya

Designation: Compliance Officer

in the presence of: Tapas Roy

SIGNED, AND DELIVERED

By the within named **National Securities Depository Limited**

through its authorised representative

Name: Rakesh Mehra

Designation: AVP

in the presence of: Pravleen Prasad



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For Burlington Finance Ltd.

Day
Director/Authorized Signatory

Payments >> View

Bulkpayment details

Debit Details			
Order Party	BURLINGTON FINANCE LTD		
Branch	HDFC BANK LTD. ,STEPHEN HOUSE ,4 B.B.D. BAG - EAST ,		
Debit A/c	00080340006355		
Credit Details			
Beneficiary Code	00080340037405		
Beneficiary Name	The Calcutta Stock Exchange Ltd		
Bene Branch			
A/c	00080340037405		
Other Details		Bank	HDFC BANK
Amount	443,289.90	Currency	INR
Value Date	29/11/2023		
Payment Details	Burlington to Calcutta Sto		
Bank Reference	311298153234	Enet Reference	FT311298153233
Reason			
Authorisation Details			
Last Inputed By	TATER	Last Updated	29/11/2023
Status	Executed		

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Payments >> View

Bulkpayment details

Debit Details

Order Party BURLINGTON FINANCE LTD
Branch HDFC BANK LTD. ,STEPHEN HOUSE ,4 B.B.D. BAG - EAST ,
Debit A/c 00080340006355

Credit Details

Beneficiary Code 00080340037405
Beneficiary Name The Calcutta Stock Exchange Ltd
Bene Branch

A/c 00080340037405

Other Details

Amount 29,500.00

Value Date 23/11/2023

Payment Details BFL to Calcutta Stock

Bank Reference 311231201703

Reason

Authorisation Details

Last Inputed By TATER
Status Executed

Bank HDFC BANK

Currency INR

Enet Reference FT311231201702

Last Updated 23/11/2023

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