

Tripartite Agreement between Central Depository Services (India) Limited, an Issuer and its RTA

This Agreement made and entered into _____ at this _____ day of _____, _____ between **CENTRAL DEPOSITORY SERVICES (INDIA) LIMITED** a company incorporated under the Companies Act, 1956, having its Registered Office at A Wing, 25th Floor, Marathon Futurex, Mafatlal Mills Compounds, N M Joshi Marg, Lower Parel (E), Mumbai – 400013 (hereinafter called “**CDSL**”) of the First Part **PLAZA WIRES PRIVATE LIMITED** _____; (description of the legal entity), having its office/registered office at A-74, OKHLA INDUSTRIAL AREA, PHASE-2, DELHI-110020

_____, hereinafter called “**the Issuer**” of the Second Part; AND **KFIN TECHNOLOGIES PVT LTD** _____(description of the legal entity of the Registrar to an Issue and/or Share Transfer Agent) having his/ its office / registered office at **Selenium Tower B, Plot No-31 & 32, Financial District, Nanakramguda, Serilingampally Hyderabad Rangareddi TG 500032** hereinafter called “**the RTA**” of the Third Part.

WHEREAS CDSL has agreed to declare the securities such as shares, stocks, bonds, debentures or other marketable securities(hereinafter referred to as ‘securities’) issued by the issuer from time to time as being eligible to be held in dematerialized form in CDSL.

AND WHEREAS the Issuer is desirous of entering into an agreement with CDSL to facilitate the holding and transfer of securities in dematerialised form in CDSL, which CDSL has agreed to do.

AND WHEREAS the RTA has been granted a certificate of registration bearing number **INR000000221** dated **21/12/2019** by the Securities and Exchange Board of India (SEBI) under sub-section (1) of Section 12 of the Securities and Exchange Board of India Act, 1992.

AND WHEREAS the Issuer has appointed the RTA to act as its registrar to an issue and/or share transfer agent in respect of the securities in dematerialised form.

NOW THEREFORE in pursuance of Regulation 29 (2) of the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, and in consideration of the mutual promises herein contained, the parties hereto do hereby agree and covenant with each other as follows:

1. General Clauses

- 1.1. Words and expressions used but not defined in this Agreement but defined under the Companies Act, 1956, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Depositories Act, 1996, the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 or the Bye Laws of CDSL shall have the meaning assigned to them under the aforesaid Acts, Regulations or Bye Laws as the case may be.
- 1.2. Unless otherwise warranted by the context or meaning thereof, the words or expressions “Beneficial Owner”, “Issuer”, “Participant”, and “RTA” used herein shall mean a Beneficial Owner, Issuer, Participant and Registrar to an Issue or Share Transfer Agent (as the case may be) respectively in relation to CDSL and the terms “Act”, “Regulations”, “Bye Laws” and “Operating Instructions” shall mean “The Depositories Act, 1996”, “Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996”, Bye-Laws of CDSL and the Operating Instructions issued by CDSL respectively.
- 1.3. The Issuer and RTA shall be bound by the Depositories Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 and agree to abide by the Bye Laws and the Operating Instructions issued from time to time by CDSL in the same manner and to me were set out herein and formed part of this Agreement.
- 1.4. The Issuer and the RTA shall continue to be bound by the Bye Laws and Operating Instructions, even after ceasing to be an Issuer or RTA as the case may be, in so far as may be necessary for completion of or compliance with his/its obligations in respect of all matters, entries or transactions which the Issuer and the RTA may have carried out, executed, entered into, undertaken or may have been required to do, including pending requests for dematerialisation or rematerialisation of securities before ceasing to be an Issuer or RTA and which may have remained outstanding, incomplete or pending at the time of his/its ceasing to be an Issuer or RTA, as the case may be.
- 1.5. The obligations on the part of the Issuer/RTA herein contained are a reiteration of and/or are in addition to the obligations contained in the Bye Laws and the Operating Instructions, and the omission of one or more of such obligations from this Agreement shall not in any manner be construed as a waiver of such obligations as are not herein contained.

2. Costs, Fees and Charges

- 2.1. The Issuer and RTA shall individually pay to CDSL such fees, costs, charges and deposits as may be specified in the Operating Instructions for Issuers/RTAs issued by CDSL from time to time. In the event of the Issuer/RTA failing to make payment of any such fees, costs, charges or deposits, as the case may be, on or before the respective due dates, CDSL shall be entitled to charge interest on any delayed payments at the rate as may be prescribed by CDSL.

3. Unique Identification Number

- 3.1. CDSL shall allocate a unique identification number to the Issuer (Issuer ID) and the RTA (RTA ID).

4. Hardware and Software to be installed by the RTA

- 4.1. The RTA shall install at his/its premises allocated for CDSL related activities such computers, printers, communication equipment and uninterruptible power supply units, systems software and any other equipment, hardware and software as may be specified by CDSL from time to time.
- 4.2. It is further agreed that unless supplied directly by CDSL or his/its agents, all computers, communication equipment, printers, uninterruptible power supply units and all other hardware and software procured by the RTA shall be of the specified configuration and shall be sourced only from CDSL empanelled brands or any other brand which has been approved by CDSL in writing prior to such procurement.
- 4.3. The above hardware and software set-up shall be utilized by the RTA exclusively for CDSL specific application module and even if there be any spare processing or data storage capacity, the same shall not be used for any other application including the RTA's back-office systems or operations
- 4.4. The above hardware shall not be connected by the RTA to his/ its inter-office WAN (Wide Area Network) without the prior written permission of CDSL. CDSL reserves the right to deny such permission if, in his/its opinion, granting such permission involves violation of conditions relating to the operations of CDSL's own WAN as stipulated by Department of Telecommunications or if in permitting the same, CDSL apprehends any risk to the integrity of his/its WAN or for any other reason as may be deemed fit by CDSL
- 4.5. The RTA shall, from time to time, at his/its own cost, carry out such addition, modification, upgradation or replacement of the said hardware and/or software as may be specified by CDSL

5. Connectivity and Systems

- 5.1. The RTA and CDSL shall establish and maintain a continuous electronic means of communication with each other.

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Sanjay Gupta

Sanjay Gupta is a Director of the Issuer, Central Depository Services (India) Limited, and is duly authorized to sign this Agreement on behalf of the Issuer.

KETAN HASMUKHLAL
SHROFF

Ketan Has Mukhlal Shroff is a Director of the RTA, KFin Technologies Pvt Ltd, and is duly authorized to sign this Agreement on behalf of the RTA.

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- records, back-up facilities and communication with CDSL are situated, at least thirty days before the date of such change.
- 22. Back-up facilities**
- 22.1. The RTA shall strictly follow the back-up procedure recommended by CDSL. A copy of the latest back-up of the data base shall at all times be maintained at a remote site. CDSL shall not be liable to the RTA for any loss or damage arising out of failure on the part of the RTA to maintain up to date back-up of the computer programme and the relevant data.
- 22.2. The RTA shall permit access to any person/s designated by CDSL to inspect his/its back-up facilities and shall make available to CDSL such extracts or reports of the records maintained at the said back-up facilities as may be required by CDSL.
- 23. Disaster Recovery Plan**
- 23.1. The RTA shall forthwith inform CDSL of any loss or failure of connectivity between the RTA and CDSL.
- 23.2. The RTA shall strictly adhere to such plan, scheme or procedure (to be known as "Disaster Recovery Plan") as CDSL may specify in that behalf for meeting any situation or eventuality resulting in loss of connectivity or failure of communication, loss or corruption of data or loss or damage to equipment, hardware or software whether by reason of any technical failure, unauthorised access, calamity, accident, sabotage or disaster or otherwise.
- 24. Redressal of grievances / complaints of beneficial owners**
- 24.1. All grievances/complaints of beneficial owners in respect of the securities as pertain to the matters within the exclusive domain or control of the Issuer/RTA shall be attended to and resolved by the Issuer/RTA within thirty days of such grievance/complaint being brought to the notice of the Issuer/RTA and in respect of all other grievances/ complaints the Issuer/RTA shall expeditiously pursue the resolution of the grievance/ complaint with CDSL and the concerned participant/s or the Clearing Corporation as may be necessary in that behalf. The Issuer/RTA shall keep the depository informed about the number and nature of grievances redressed by it and the number of grievances pending before it
- 25. Prohibition against Assignment etc.**
- 25.1. The functions, rights or obligations under this Agreement shall not be assigned or delegated to any party or person by the RTA without the express prior written consent of CDSL. Any purported assignment or delegation in contravention of the terms of this Agreement shall be null and void. For the purpose of this clause, any substantial change in the share holding pattern or the constitution of the Board of Directors or in the composition of the partnership shall constitute an assignment of the business.
- 26. Joint Liability**
- 26.1. Notwithstanding anything contained herein or in any agreement between the Issuer and the RTA, the Issuer and the RTA shall be jointly and severally responsible and liable to CDSL, its participants and beneficial owners for compliance with all obligations under this Agreement as also under the Bye Laws and Operating Instructions.
- 27. Termination**
- 27.1. Neither the Issuer nor the RTA shall terminate this Agreement or arrangement with each other in respect of the securities unless and until CDSL shall have been intimated of the proposed termination at least one month prior to the termination and the Issuer shall have either caused some other registrar or transfer agent to enter into a similar tripartite agreement with CDSL or the Issuer shall have entered into a bipartite agreement with CDSL in the manner specified in the Bye-Laws in respect of the securities.
- Upon failure of an issuer to either cause some other RTA to enter into a tripartite agreement with CDSL or itself enter into a bipartite agreement with CDSL on or before the expiry of the stipulated period, issuer shall be deemed to have entered into bipartite agreement with CDSL and CDSL shall create an RTA ID for that issuer with description as "Issuer Name - Closed/Non-Functional/Terminated RTA" and the link of ISIN of the issuer shall be changed from its existing RTA ID to the new RTA ID of "Issuer Name Closed/Non-Functional/Terminated RTA". The dematerialisation and rematerialisation requests will not be processed till issuer appoints another RTA who in turn enters into a tripartite agreement or issuer enters into a bipartite agreement with CDSL..
- 27.2. CDSL may, at any time, terminate this Agreement if it is of the opinion that the RTA is in breach or default of the Act, Regulations, Bye-Laws or Operating Instructions or of the terms and conditions contained herein or is otherwise conducting itself in a manner which is not conducive to the orderly functioning of CDSL. In such event, CDSL shall issue a notice of termination to the RTA effective upon the expiry of thirty days from the date of service on the RTA and shall simultaneously serve notice on the Issuer calling upon the issuer to either cause some other Registrar to an Issue/Share Transfer Agent, as the case may be, to enter into a similar tripartite agreement with CDSL or itself enter into a bi-partite agreement with CDSL on or before the expiry of the said period of thirty days.
- Upon failure of an issuer to either cause some other RTA to enter into a tripartite agreement with CDSL or itself enter into a bipartite agreement with CDSL on or before the expiry of the stipulated period, issuer shall be deemed to have entered into bipartite agreement with CDSL and CDSL shall create an RTA ID for that issuer with description as "Issuer name - Closed/Non-Functional/Terminated RTA" and the ISIN of the issuer shall be changed from its existing RTA ID to the new RTA ID of "Issuer name-Closed/Non-Functional/Terminated RTA". The dematerialisation and rematerialisation requests will not be processed till issuer appoints another RTA who in turn enters into a tripartite agreement or issuer enters into a bipartite agreement with CDSL.
- 27.3. In the event of termination as aforesaid, the RTA shall be required to meet all its outstanding obligations to CDSL, whether incurred while the RTA was acting as such or incurred thereafter but arising out of any action, transaction or dealings by the RTA during the currency of this Agreement provided however that in the event of the RTA failing to carry out its outstanding obligations as aforesaid, the Issuer shall itself carry out such outstanding obligations.
- 27.4. Notwithstanding termination of this Agreement by CDSL or by the RTA, the provisions of this Agreement and all mutual rights and obligations arising therefrom shall, except in so far as the same is contrary to or inconsistent with such termination, continue to be binding on the parties in respect of all acts, deeds, matters and things done and transactions effected during the period when this Agreement was effective.
- 28. Indemnity**
- 28.1. The Issuer and the RTA do jointly and severally agree and undertake to indemnify and keep indemnified and saved harmless CDSL, its employees or servants from and against all claims, demands, penalties, suits, action, litigation, arbitration, prosecution and any proceedings whatsoever and all costs, charges and expenses relating thereto and any harm, loss, damage or injury suffered or incurred by CDSL and/or any of its participants by reason of or as a consequence of the Issuer and/or the RTA furnishing any false or incorrect information to CDSL or permitting dematerialisation or rematerialisation of securities in breach of any order, decree, injunction, covenant or law in force or permitting dematerialisation of securities on the strength of certificates or documents which are found to be forged, counterfeit, fake or cancelled or in respect of which duplicates/ replacements / renewals have been issued or the Issuer and/or the RTA otherwise committing any default in observance of its obligations under the Bye Laws or Operating Instructions or under this Agreement.
- 28.2. CDSL agrees and undertakes to indemnify and keep indemnified and saved harmless the Issuer and the RTA from and against all harm, loss, damage or injury, claims, demands, suits, actions, litigations, prosecutions and all other proceedings whatsoever and all cost, charges and expenses relating thereto suffered and incurred by the Issuer and the RTA by reason of or as a consequence of any breach, default or negligence on the part of CDSL, its employees or servants in complying with its obligations under the Act, the Regulations, the Bye Laws, this Agreement or Operating Instructions.

- 29. Stamp duty**
Any stamp duty (including interest or penalty levied thereon) payable on this Agreement and/or any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Issuer/RTA.
- 30. Force Majeure etc.**
- 30.1. Notwithstanding anything contained herein or in the Bye Laws, none of the parties hereto shall be liable to indemnify or compensate the other for any breach, nonperformance or delay in performance of any obligations under this Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, 8 [hacking,] unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.
- 31. Service of Notice**
- 31.1. Any notice or communication required to be given under this agreement shall be in writing, and shall be legally effective only when it is delivered to the addressee at the last known address in the manner prescribed in the operating instructions.
- 32. Severability**
- 32.1. If any provision of this Agreement shall be held or adjudged by any competent court, tribunal or regulatory authority to be unlawful, void or unenforceable or if any such provision is rendered void or unenforceable by reason of any statutory amendment, notification or any judicial decision, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement but shall not in any way effect the validity or enforcement of the rest of the provisions of this Agreement which shall continue to apply with full force and effect.
- 33. Amendments/Modifications at SEBI's instance to be binding**
- 33.1. The parties hereto shall be bound by any additions, alterations, modifications, amendments or deletions to this Agreement or to any provision thereof as may be required or directed by SEBI and shall execute all such deeds, documents or writings as may be required for giving effect thereto.
- 34. No Waiver**
- 34.1. None of the parties hereto shall be deemed to have waived, abandoned or relinquished any right, power, privilege or remedy available to it under this Agreement or in law except by a writing executed in that behalf and no failure or delay on the part of any of the parties hereto in the exercise of such right, power, privilege or remedy shall operate as a waiver thereof or as a waiver of any preceeding or succeeding breach by the other party to this Agreement nor shall any single or any partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy available under this Agreement or otherwise available in law or in equity it being agreed that all such rights, powers, privileges and remedies are several and cumulative of each other.
- 35. Arbitration and Conciliation**
- 35.1. The parties hereto shall, in respect of all disputes and differences that may arise amongst them abide by the provisions relating to arbitration and conciliation specified under the Bye Laws. The place of arbitration shall be Mumbai.
- 36. Governing Language**
- 36.1. All deeds, documents and writings that may be executed and all correspondence that may be exchanged between the parties hereto in relation to the subject matter of this Agreement shall be in English language, which shall be the governing language between the parties hereto.
- 37. Governing Law**
- 37.1. This Agreement shall be governed by and construed in accordance with the laws in force in India.
- 38. Jurisdiction**
- 38.1. The parties hereto agree to submit to the exclusive jurisdiction of the courts in Mumbai.
- 39. Headings**
- 39.1. The headings in this Agreement are for convenience and reference only and shall in no way affect the construction or interpretation of this Agreement.
- 40. Interpretation**
- 40.1. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and vice versa and any reference to any statute, enactment or legislation or any provision thereof shall include any amendment thereto or any re-enactment thereof.
- 41. Execution of Agreement**
- 41.1. This Agreement is executed in triplicate and a copy each shall be retained by each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to this Agreement in triplicate on the day, month, year and place first hereinabove mentioned.

SIGNED AND DELIVERED)
by the within named)
CENTRAL DEPOSITORY)
SERVICES (INDIA) LTD)
by the hand of its authorised)
representative Shri/Smt _____)
in the presence of _____)

Bhalchandra J Ithape Digitally signed
by Bhalchandra J Ithape
Date: 2022.01.11
17:43:26 +05'30'

SIGNED AND DELIVERED)
by the within named Issuer)
PLAZA WIRES PRIVATE LIMITED)
by the hand of its authorised)
representative Shri SANJAY GUPTA _____)
in the presence of _____)

Sanjay Gupta Digitally signed by Sanjay Gupta
DN: cn=Sanjay Gupta, o=Plaza Wires Private Limited, ou=Sanjay Gupta, email=Sanjay.Gupta@plazawires.com, c=IN
Date: 2022.01.11 10:53:37 +05'30'

SIGNED AND DELIVERED)
by the within named RTA)
KFIN TECHNOLOGIES PVT LTD)
by the hand of its authorised)
representative Shri/Smt _____)
in the presence of _____)

KETAN HASMUKHLAL SHROFF Digitally signed by KETAN HASMUKHLAL SHROFF
DN: cn=Ketan Has Mukhlal Shroff, o=Ketan Has Mukhlal Shroff, ou=Ketan Has Mukhlal Shroff, email=Ketan@kshroff.com, c=IN
Date: 2022.01.11 15:43:04 +05'30'

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

19359012094722



Bank/Branch: BARB - WORLIX
 Stationery No: 19359012094722
 Pmt Txn id : 02003942022022209101
 Print DtTime : 22-feb-2022@14:45:31
 Pmt DtTime : 22-feb-2022@00:00:00
 Office Name : IGR182-BOM1_MUMBAI CITY
 District : 7101-MUMBAI
 1 S
 ChallanIdNo: 02003942022022209101
 GRAS GRN : MH013483093202122S
 GRN Date : 22-feb-2022@13:13:27

StDuty Schm: 0030045501-75/STAMP_DUTY
 StDuty Amt : Rs 600/- Rs. Six Zero Zero Only

RgnFee Schm: 0030063301-70/Registration Fees
 RgnFee Amt : -

Article : 35-INDEMNITY BOND

Prop Mvblty: NA Consideration: -

Prop Desc :

Duty Payer : PAN-AADCN9802F,NATIONAL SECURITIES DEPOSITORY LIMITED
 Other Party: PAN-AACCN3798F,PLAZA WIRES PRIVATE LIMITED

Bank Official1 Name & Signature

Bank Official2 Name & Signature

--- Space for customer/office use - - - Please write below this line ---

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

This Tripartite Agreement made and entered into on the date mentioned herein below between the Issuer, which is a company incorporated and registered under the provisions of the Companies Act, 2013 (hereinafter called the “Issuer” which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title), Registrar and Transfer Agent whose details are given below (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 National Securities Depository Limited having its registered office at 4th Floor, ‘A’ Wing, Trade World, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400013 (hereinafter called the “NSDL”)

	Name	Registered Office Address
Issuer	Plaza Wires Private Limited	A-74, Okhla Industrial area, Phase-2, New Delhi-110020
Registrar and Transfer Agent	KFin Technologies Private Limited	“Selenium Tower-B”, Plot No. 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad - 500032, Telangana
Date of Application	14/02/2022	
Date of Agreement	22/02/2022	

Witnesseth as Follows

WHEREAS The Issuer and or its Registrar and Transfer Agent has furnished, to the NSDL an application for its securities 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:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- NSDL shall allocate unique identity codes to both the Issuer and/or its R&T Agent.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- The Issuer and 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.
- The Issuer and 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 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 rematerialized 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.
 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 Agent.
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 through its authorised representative	Plaza Wires Private Limited
Mention name of official here	Sanjay Gupta
in the presence of	Mention name of official here Aditya Gupta
	
SIGNED, AND DELIVERED	
By the within named through its authorised representative	KFin Technologies Private Limited
Mention name of official here	Ketan H Shroff
in the presence of	Mention name of official here Tanveer Momin
	
SIGNED, AND DELIVERED	
By the within named through its authorised representative	“National Securities Depository Limited”
Mention name of official here	RAKESH MEHTA
in the presence of	Mention name of official here DHARMENDRA GUPTA
	
	