UNDERTAKING-CUM-INDEMNITY

# WHEREAS

I. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ incorporated under the Companies Act, 1956, have been appointed as in-house Registrar and Transfer Agents (hereinafter called “the RTA”) by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and which is desirous to admit its equity shares for dematerialization with Central Depository Services (India) Limited (hereinafter called “CDSL”).

II CDSL is considering to admit the said security for dematerialization inter alia on the conditions, declarations, assurances, representations and indemnities hereinafter contained:

NOW WE DO HEREBY SOLEMNLY DECLARE, AGREE, CONFIRM AND UNDERTAKE AS FOLLOWS:-

1. That the RTA undertakes Registrar and share transfer work for its own self and its subsidiary companies and that the total number of folios handled by RTA for its own shareholders together with the shareholders of its subsidiaries does not exceed 1 lakh.
2. That the RTA is authorized to carry out transfer of shares of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as per their instructions.

3. That the RTA shall at all times ensure that the provisions of the Companies Act 1956, Securities and Exchange Board of India Act, 1992 and SEBI Depositories and Participants Regulations, 1996 and all other applicable Rules and Regulations including those made by SEBI from time to time relating to the admission/issuance allotment, transfer, dematerialization and rematerialization are duly complied with and shall further ensure that the RTA duly observes and performs all its obligations thereunder.

4. The RTA shall regularly and diligently reconcile dematerialized and physical securities of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as required by the law in force for the time being and shall in particular ensure that the aggregate of (i) the dematerialized securities (in all depositories taken together) and (ii) those held in physical form and those pending dematerialization does not exceed the issued capital of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

5. The RTA agrees and undertakes to forthwith-intimate CDSL in the event of the RTA/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ noticing any difference or disparity in the issued capital, capital admitted to the depositories and the aggregate of the securities held in physical and demat form.

6. The RTA agrees, declares and confirms that the reconciliation of the securities (including dematerialized securities) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the sole obligation of both \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the RTA and they shall not look to CDSL or hold CDSL liable or responsible in this behalf.

7. The RTA agrees and undertakes to forthwith intimate CDSL of all such developments as are likely to affect the quantum or nature of its issued and/or allotted and/or dematerialized securities including but not limited to proposed public issues, scheme of arrangement, mergers acquisitions or de-mergers, private placement etc.

8. The RTA agrees to redress the grievances of the shareholders of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ within the time limit stipulated under Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993.

9. We agree to indemnify and keep indemnified and saved, harmless CDSL, its Participants and Beneficial Owners of, from and against (i) any harm, loss, damage or injury, (ii) any claim or demand and (iii) any suit, action, litigation or other proceedings whatsoever, that the CDSL and/or its Participants and/or Beneficial Owners may suffer or incur or may be called upon to suffer or incur (including all costs, charges and expenses incurred or required to be incurred on prosecuting or defending any suit, action litigation and/or proceedings) by reason of or as a consequence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s failure to reconcile its securities and/or by reason of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s failure to forthwith rectify any disparity/difference between the aggregate of the dematerialized and physical securities on the one hand and the issued capital of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the other hand and/or by reason of or as a consequence of the RTA failing to abide by and/or comply with the obligations and/or representations and/or assurances herein contained and/or by reason of the RTA failing to otherwise comply with its obligations in law in this behalf.

SIGNED SEALED AND DELIVERED)

by the within named …………………. )

in the presence of …………………….. )

Date: