

,NDML/RTA/SM/20/4246

March 22, 2021

To,
MR. RAJESH VASANTRAY DOSHI
M/S Hindustan Laboratories Limited
3rd Floor, Victory Park
A Wing, Chandavarkar Road
Borivali (W) - 400092
Contact No : 7710030826

Dear Sir/Madam,

Subject: Bipartite Agreement.

We are sending herewith Two Bipartite agreements in original duly signed and stamped by us as per the details given below:

Hindustan Laboratories Limited

Kindly arrange to send us duly signed (authorized as per Board Resolution), witnessed and duly stamped (Company round stamp) agreement by the Company.

Kindly acknowledge the receipt of the same and do the needful.

Thanking you,

Yours Faithfully

For NSDL Database Management Limited



Sanskriti More
Officer

Encl: As above

THE AJARA URBAN CO-OP SOCIETY LTD. THE AJARA URBAN CO-OP SOCIETY LTD.

Authorised Signatory

N. M. HISHMARG
MUMBAI-400 011

D-5/STPM/C.R.1072/02/07/653-655/2007

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AGREEMENT BETWEEN

NSDL DATABASE MANAGEMENT LIMITED

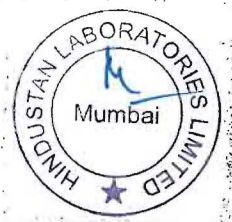
AND

Hindustan Laboratories Limited

THIS AGREEMENT MADE on 16th day of Mar 2021 AT Mumbai between
NSDL DATABASE MANAGEMENT LIMITED, CIN:U72400MH2004PLC147094 a Company within the
meaning of the Companies Act, 2013 and having its Registered Office at 4th Floor, 'A' Wing, Trade World
, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013 and registered
with SEBI as an Category I Registrar to an Issue and Share Transfer Agent, / (hereinafter referred to as
"RTA") Hindustan Laboratories Limited

CIN: _____ a Company within the meaning of the Companies Act, 2013 and
having its Registered Office at _____

(Hereinafter referred to as the "Company").



WHEREAS

1. The Company is issuer of securities such as Equity Shares (unlisted) / ~~Commercial Paper / Certificate of Deposit / Debenture / Securitised Instrument~~ (strike off whichever is not applicable) and has to render services relating to issuance of aforementioned securities in accordance with its Articles of Association.
2. The RTA is a SEBI registered Share Transfer Agent having registration No. **INR000004181** and the Company has approached the RTA to act as Share Transfer Agent for electronic connectivity with Depositories and the RTA has accepted the assignment.
3. The RTA is required to enter into a valid agreement with the body corporate on whose behalf the RTA has to act as Share Transfer Agent and in pursuance of the same, the RTA and the Company have entered into an agreement being these presents.

NOW THEREFORE, the Company and the RTA do hereby agree as follows:

1. The Company hereby appoints the RTA as Share Transfer Agent and the RTA accepts such appointment.
2. The RTA hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are agreed between the parties in writing.
3. The Company will ensure that all records/reports/documents that are required by the Registrar/Transfer Agency to perform its duties as RTA offering electronic connectivity with the Depositories, are handed over to RTA after its appointment. The responsibility of the Registrar/Transfer Agency will commence on receipt of records/reports/documents.
4. The Company will inform shareholders/debenture holders/investors by way of press notice /letters/email/ other media about the appointment and change in RTA, if any, one month before handing over the assignment/change in appointment of Registrar/Transfer Agency.
5. The RTA declares and undertakes that:
 - a) It has obtained certificate of registration from SEBI and that the certificate is valid from May 17, 2016 to May 16, 2021. It shall ensure that the Certificate of registration shall remain in force by taking prompt steps for its renewal.
 - b) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred/ suspended from carrying on its activities.
 - c) It shall perform its duties with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with clients, investors, etc. and that it will not take up any activities which is likely to be in conflict with its own interest, interest of the Company and investors and/or contrary to the directions issued by SEBI.
 - d) It shall carry out its duties / responsibilities and complete all the formalities within the specified time limits as per the relevant Statutes, SEBI Guidelines and Stock Exchange regulations.
 - e) In case of change in status/constitution that it will obtain permission from SEBI.
6. The Company hereby confirms that it has satisfied itself about the capability including the infrastructure especially the computer hardware and requisite software, i.e. accounting packages of the RTA to handle the assignment.
7. The Company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, Guidelines for disclosure and Investor Protection issued by SEBI, listing agreement of Stock Exchanges and other relevant statutes, rules, regulations and guidelines pertaining to issuance and transfer activities.
8. The Company and the RTA agree to their functions, duties and obligations in respect of each activity relevant to the Registrar/Transfer service as specified in the Schedule I hereto. However, the RTA is offering its services to the Company only for the purpose of electronic connectivity with the Depositories wherein the RTA will confirm the Dematerialisation and Rematerialisation request received, electronically on the basis of confirmation given by the



company. The Company agrees to undertake all activities / functions related to physical securities such as verification & process of Transfer, Transmission, change of address, issuance of physical certificate on confirmation of rematerialisation request, issuance of duplicate certificates, verification of specimen signature etc. For issuance of debt instruments such as ~~Commercial Paper, Certificate of Deposit, Debenture and Securitised Instrument~~, the RTA will perform corporate action and provide necessary reports to the Company. The Company agrees to maintain the Register of Members.

9. The RTA will handle the transfer work from its Office / s at 4th Floor, 'A' Wing, Trade World, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 and 11th Floor, 'D' Wing, Trade World, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, which has been declared to SEBI and approved by it for carrying on its activities. The address of its office shall be printed in all relevant stationery pertaining to the said transfers etc.
10. All the input materials that are to be supplied by the Company/agreed to be supplied by the Company will be delivered by the Company at its cost at the office of the RTA stated above in clause 9 and all finished tabulations, statements, unused stationery bearing the name and the letter head of the Company and all original documents supplied by the Company to the RTA are to be delivered by the RTA at Company's cost to such address as may be specified.
11. The RTA's responsibility under this agreement will be restricted to the duties of the RTA as agreed to herein and the RTA will not be in any way construed to be an agent of the Company in its other business in any manner whatsoever.
12. The RTA shall not during the term of this agreement or thereafter, either directly or indirectly, for any reason whatsoever, divulge, disclose or make public any information whatsoever which may come to their knowledge during or as a result of their appointment as the RTA of the Company and whether concerning the business, property, contracts, methods, transactions, dealings, affairs or members of the Company or otherwise, save in accordance with the performance of their duties hereunder or as required by Law.
13. The RTA shall use its best efforts to perform the duties assigned to it in terms of this agreement with the utmost care and efficiency. The RTA shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by it. The RTA shall, however, not be responsible or liable for any indirect or consequential omission/commission committed by the RTA in good faith or in absence of its negligence or breach of the terms of this agreement or due to reasons beyond the RTA's reasonable control.
14. The Company is primarily responsible for the work of share transfer work assigned to RTA. The RTA should execute the work efficiently and with due diligence and care, however, the RTA shall indemnify the Company and its successors from and against all suits, claims, actions and demand which may be made or commence against the Company by any holder of the securities issued or other third party as a consequence of any failure or deficiency on the part of the RTA in performing or fulfilling, providing any of the functions, duties, obligations and services hereunder, however, the RTA shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by it in good faith and unless such damages are caused by the negligence, willful misconduct, failure to act or recklessness of the RTA.
15. Any notice, communication or documents may be given by personal delivery, registered post, email or by fax. The notice, communication or document shall be deemed to have been served upon the party to whom it is given if given by personal delivery when so delivered, if given by post on expiration of three days after the notice, etc. shall have been delivered to the post office for onward dispatch, if given by fax or email upon transmission thereof. Provided that any notice etc. given by email or fax, shall be confirmed in writing.
16. The RTA and the Company agree that in case of non-compliance of any of the covenants contained in these presents a report thereof shall be made to SEBI within 7 days.
17. The RTA shall redress complaints of the investors within one month of receipt of the complaint during the currency of the agreement. This, however, shall not exempt the RTA from redressing the complaint of the Investors within one month during the period it is required to maintain the records under the SEBI (Registrars to an Issue and Share Transfer



Agents) Regulations, 1993, and the Company shall do all such things and extend necessary co-operation for the RTA complying with this Regulation.

18. The Company agrees that formats of all reports, statements, share or debenture certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchange.
19. The Company and the RTA agree that the fees and charges payable to the RTA shall be as specified in **Schedule II** hereunder written.
20. Should there be major change in scope of work from that indicated above or in the event of complete collapse or dislocation of business in the financial market of our country due to war, insurrection or any other serious sustained political or industrial disturbance or in the event of force majeure, the RTA shall have option to withdraw its appointment or renegotiate the contract. However, the RTA shall be liable for the activities done till termination of the contract.
21. If the transactions covered under this agreement are liable to any value added tax, service tax or other levy, the Company shall reimburse to the RTA their liability for payment of such tax/levy including interest and other sum if any payable in respect thereof.
22. The Company will bear expenses for legal advice/ action, which may have to be taken for no lapse on the part of the RTA but for any eventuality, which may arise in connection with the issue/transfer work.
23. The Company and the RTA shall maintain following documents and records pertaining to Issuance/Transfer activities by way of hard copies and if required may be stored by way of tape drives/in computers. The documents and records to be maintained by the Company and the RTA will vary depending upon the type of security being issued and scope of work of each entity.
 - a) All the documents/registers/returns, etc. required to be maintained under the Companies Act, 2013, SEBI Act, Stock Exchange Listing Agreement and various other Statutes, as may be applicable including check-list, inward register, transfer register, buyer/seller's register with net effect as on date of approval of transfer proposals, transfer deeds, specimen signature cards/ signature captured on signature scanner, despatch register/postal journal, objection memos, mandates, Power of Attorney/ Board resolution, RBI Approval in case of NRI, Jumbo Transfer Deeds in case of FIIs, Register of Members, Annual Returns/Return of Allotment, Interest/ Dividend Register.
 - b) Correspondence with the Company, investors, SEBI, Stock Exchange and other statutes and other relevant documents pertaining to transfer activities.
 - c) Records pertaining to investor complaints, Board Resolution passed by the Company authorizing the RTA to endorse documents on behalf of the Company.
 - d) Magnetic Tapes containing all the data pertaining to shareholders and related transfer activities.

These records shall be maintained for minimum period of 3 years as provided in Regulation 15 of the SEBI (Registrar to an Issue and Share Transfer Agent) Rules and Regulations, 1993 and the same should be made available for inspection as and when decided by Statutes including SEBI.
24. All the liabilities prior to cut off date pertaining to share transfer work will be borne by previous RTA and the company and new RTA will not be held responsible for the said period. Similarly, new RTA and the Company will take responsibility of all the actions pertaining to share transfer work after the cutoff date.
25. Any dispute or difference between the parties shall be discussed and mutually resolved as early as possible. If, however, the parties do not succeed in resolving certain disputes or differences, then each party shall appoint an arbitrator of its own choice to resolve such disputes/differences, and these two arbitrators shall endeavor to resolve the



disputes/differences, at the earliest. The Indian Arbitration Act, 1996 or any modification/ amendments thereof shall govern the arbitration proceedings and the venue and seat of arbitration proceedings shall be Mumbai, India. If any dispute arises between the two arbitrators, the same would be resolved by a sole arbitrator appointed by these two arbitrators and the decision of the sole arbitrator would be final and binding on the RTA and the Company.

26. THIS AGREEMENT SHALL BE VALID from 16TH day of MAR 2021 and shall continue to be in force until terminated.
27. This Agreement shall be executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which together shall constitute the same Agreement and each party shall hold one original copy of the Agreement.
28. Either Party may terminate this Agreement by giving 3 months advance notice to the other party in writing with or without assigning any reasons thereof. On termination of this Agreement, the RTA shall facilitate, without any conditions thereof, transfer of all data, records, etc. either to the Company or a new RTA appointed and indicated by the Company.

Schedules forming part of this Agreement and attached hereto:

Schedule I : List of activities to be performed by the RTAs.
Schedule II : Service charges and terms of payment.

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

SIGNED for and on behalf of


SIGNED for and on behalf of

For, Hindustan Laboratories Limited

For NSDL DATABASE MANAGEMENT LIMITED

By Shri. Rajesh V. Doshi

By. **Sunil Kamble-Senior Manager**

Signature : 

Signature : 

Witness :

Witness :

Signature : 

Signature : 

Name : Amit Panchal

Name : **Sanskriti More**

Place : Mumbai

Place : Mumbai



Schedule I

**LIST OF ACTIVITIES TO BE PERFORMED BY THE COMPANY/RTA IN RELATION TO THE
SECURITY TYPE AS MENTIONED IN CLAUSE 1 OF THE AGREEMENT**

I. EQUITY SHARES (UNLISTED)

- ✓ The RTA will receive Demat / Remat requests in electronic form Depository Participants (DPs).
- ✓ The RTA will provide report on electronic demat / remat request to the company.
- ✓ The RTA will provide confirmation/Rejection of demat / Remat request as received from the Depository.
- ✓ The RTA will specify the format in which the Company will give confirmation / rejection of Demat & Remat Requests..
- ✓ The physical share certificates underlying the demat request will be received by the Company directly.
- ✓ The physical share certificates underlying the Remat request will be printed by the Company and despatched to the Shareholder directly.
- ✓ The Company will maintain inward and outward register regarding the receipt & dispatch of physical share certificates.
- ✓ The RTA will maintain records pertaining to activities performed by the RTA as an electronic connectivity RTA. Maintenance of database of shareholders & their specimen signature for the shareholders holding physical share certificates will remain with the company and the company will be solely responsible for activities pertaining to physical shares.
- ✓ The RTA will maintain daily electronic connectivity with the Depositories and data of beneficial owners downloaded from the Depositories.
- ✓ The RTA will ensure regular Electronic backup of the data.
- ✓ The RTA will download data of beneficial owners for the purpose of Corporate Actions.
- ✓ The RTA will set up record date for dividend payment, Annual General Meetings etc.
- ✓ The RTA will process Corporate Actions for allotment of equity shares.
- ✓ The RTA will provide weekly /monthly reports to the Company.
- ✓ The RTA will liaison with the Depositories for the matters related to depository operations.



Schedule II

Schedule of Fees

EQUITY SHARES (UNLISTED COMPANY)

Nature of Transaction	Charges
Joining Fees	NIL
Corporate Action (CA)	Rs1,000 per CA
Annual Maintenance Charge (AMC)	Rs 5,000 per ISIN per annum
Security Deposit (Refundable, Interest free)	NIL

JB

PAYMENT TERMS

1. Joining Fees and Annual Maintenance Charge for the first year will be levied at the time of Registration of the Company with the RTA.
2. First year Annual Maintenance Charge will be levied on quarterly pro rata basis.
3. Invoice will be raised on monthly basis for the Corporate Action Charges.
4. The above charges are excluding applicable taxes.
5. The company will make payment within 30 days of the date of the invoice.
6. In case of any default or delay on the part of the Company to pay any of the amounts specified above within a period of thirty days from the date on which the payment has become due, the company will be liable to pay interest at such rate being not more than 12 % or such other rate as may be specified by the RTA from time to time for the period of delay.

SIGNED for and on behalf of

SIGNED for and on behalf of

For, Hindustan Laboratories Limited

For NSDL DATABASE MANAGEMENT LIMITED

By Shri. *Rajesh V. Doshi*

By. **Sunil Kamble-Senior Manager**

Signature : *[Signature]*

Signature : *[Signature]*

Witness :

Witness :

Signature : *[Signature]*

Signature : *[Signature]*

Name : *Amit Panchal*

Name : **Sanskriti More**

Place : *Mumbai*

Place : Mumbai



THE PROFESSIONAL COURIER		THE PROFESSIONAL COURIERS		DVPL290015149		
SHOP NO 3, SADGURU DARSHAN FITWALA		MUMBAI - VILE PARLE				
Phone No: 8108114533						
Branch: ELPHINSTONE		Name: GANESH		DRS No: 290015149		
Load: 1		Route: KAMALA MILL COMPOUND		Date: 31/03/2021		
S No	Consignment No	Consignee	Pcs	Weight	Signature	Remarks
1	DEL527129011	ICICI Bank	1	0.100		Swati
2	JDR509572628	Navita Baheti	1	0.100	Asa 915206556	Asa
3	KUR523680548	NSDL	1	0.100		
4	VPL932515492		1	0.100		
5	SLM270076272		1	0.100		
6	NSK629234		1	0.100		
7	VLI116099		1	0.100		
8	CJB86046956		1	0.100		
9	MAA271852227		1	0.100		
10	MAA271852226		1	0.100		
11	VPL933733061		1	0.100		
12	KUR605802552	HDFC Bank	1	0.100		
13	MAA272073128		1	0.100		
14	CJB86246754		1	0.100		
Total No of Dlx: 14		Box Delivered:		Box Returned:		
Prepared By: SANTOSH		Print Time: 31/03/2021 11:35:04		Checked By:		