Power and productivity
for a better world™

REF:INABB:STATUT:MOU-RTA:

December 8, 2016

BSE Limited
P.J. Towers
Dalal Street
Mumbai 400 001
(Attn : DCS CRD)

National Stock Exchange of India Ltd
Exchange Plaza, 5th Floor
Plot No. C/1, G Block
Bandra-Kurla Complex, Bandra (E)
Mumbai 400 051

Attn: Listing Dept.

Dear Sirs

Sub: Renewal of Agreement with RTA

We are sending herewith a copy of Agreement dated December 8, 2016 between ABB India Limited and Karvy Computershare Private Limited, to continue as Registrars and Share Transfer Agents of the Company, effective September 1, 2016 to August 31, 2017.

This is for your reference and records.

Thanking you

Yours faithfully
For ABB India Limited

B Gururaj
Deputy General Counsel &
Company Secretary
FCS 2631

Encl: as above

CC:

National Securities Depository Limited
Trade World, Kamala Mill Compound
Senapati Bapat Marg, Lower Parel
Mumbai 400 013

Central Depository Services (India) Limited
28th Floor, P.J.Towers
Dalal Street, Fort
Mumbai 400 001

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-KA49209109285012O
Certificate Issued Date	:	08-Dec-2016 10:59 AM
Account Reference	:	NONACC (BK)/ kakscub08/ MALLESHWARAM2/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSCUB0847999412892961O
Purchased by	:	ABB INDIA LIMITED
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ABB INDIA LIMITED
Second Party	:	KARVY COMPUTERSHARE PVT LTD
Stamp Duty Paid By	:	ABB INDIA LIMITED
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

For Sree Anjaneya Co-op. Bank Ltd.
Malleshwaram, B'lore-3

Authorised Signatories

Please write or type below this line

THIS E-STAMP PAPER FORMS INTEGRAL PART OF THE AGREEMENT BETWEEN ABB INDIA LIMITED AND KARVY COMPUTERSHARE PRIVATE LIMITED

ABB India Limited Bangalore

Karvy Computershare Private Limited

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT

THIS AGREEMENT IS MADE ON **8th day of December of 2016** BETWEEN **ABB INDIA LIMITED** (CIN: L32202KA1949PLC032923), a Company incorporated under the Companies Act 1913 and having its Registered Office at 21st Floor, World Trade Center, Brigade Gateway, No 26/1 Dr Rajkumar Road, Malleshwaram West, Bengaluru – 560 055 (hereinafter referred to as "**THE COMPANY**")

and

KARVY COMPUTERSHARE PRIVATE LIMITED (CIN U72400TG2003PTC041636), a Company incorporated under the Companies Act, 1956 and having its Registered Office at "Karvy House" No 46, Avenue 4, Street No. 1, Banjara Hills, Hyderabad 500 034 (hereinafter severally referred to as the "**TRANSFER AGENT**", " **KARVY**", "**KCPL**" , OR "**RTA**")

Both the Company and the Transfer Agent hereinafter are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

1. THE COMPANY currently has around 65,000 shareholders/folios and has to render services relating to transfer, transmission, dematerialization, rematerialization etc. in accordance with its Articles of Association and relevant provisions of Companies Act, 1956/2013 and other applicable statutory requirements.

2. The Transfer Agent is a Securities & Exchange Board of India (SEBI) registered category-1 Share Transfer Agent, having permanent Registration No. INR000000221 and the Company has approached the Transfer Agent to act as Share Transfer Agent and the Transfer Agent has accepted the assignment.

3. In terms of rule 4(1) (b) of SEBI (Registrars to an Issue and Share Transfer Agent) Rules, 1993, the Transfer Agent is required to enter into a valid agreement with the Body Corporate on whose behalf the Transfer Agent has to act as Share Transfer Agent and in pursuance of the same the Transfer Agent and the Company intend to enter into an agreement being these presents.

NOW, THEREFORE, THE COMPANY AND THE TRANSFER AGENT DO HEREBY AGREE AS FOLLOWS:

1. THE COMPANY hereby appoints the Transfer Agent as Share Transfer Agent and the Transfer Agent accepts such appointment.

2. The Transfer Agent thereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.

3. The Transfer Agent declares and undertakes that :

   a) It has obtained certificate of permanent registration from SEBI and that the certificate is valid from 18-10-2012.

   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 are likely to be in conflict with its own interest, interest of the Company and investors and/or contrary to the directions issued by SEBI. Further Karvy undertake to strictly adhere with the Insider Trade Code of the Company. A copy of the Insider Trade Code available in www.abb.co.in is read and noted by the transfer agent.

d) It shall carry out its duties / responsibilities and complete all the formalities within the specified time limits as per the relevant statutes, SEBI Regulations/Guidelines and Depository & Stock Exchange Regulations.

e) In case of any change in its status/constitution, it shall obtain permission from SEBI.

4. The Company hereby confirms that it has satisfied itself about the capability, including the infrastructure especially the computer hardware and requisite software, i.e. share accounting package of the Transfer Agent to handle the assignment.

5. The Company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, guidelines for disclosures and investors protection issued by SEBI, listing agreement of Stock Exchanges and other relevant statutes pertaining to share transfer activities.

6. The Company and Transfer Agent agrees to carry out the functions, duties and obligations set out in **Schedule-I** hereto, which may be modified from time to time by the Company in consultation with the Transfer Agent. In addition thereto, the following activities shall also form part of the Transfer Agent's functions and responsibilities during the currency of this Agreement:

a) Receipt of requests for transfer, endorsement as fully paid up, allotment/call money, split, consolidation and change of address, issue of duplicate certificate in lieu of misplaced/lost certificates/exchange of share certificates of merged companies & subdivided share.

b) Processing of requests for transfer, endorsement as fully paid up, receipt of allotment/call money and other correspondence received in connection with transfer activities.

c) After verification of transfer deeds, preparation of transfer proposals for approval of the Company, endorsement on the certificates.

d) Despatch of transferred certificates to the Transferees within the mandatory period as laid down in the Companies Act, 2013/ Securities and Exchange Board Of India (Listing Obligations And Disclosure Requirements) Regulations, 2015 (LODR) and other applicable statutory provisions;

e) Processing and confirmation of dematerialization / re-materialization requests electronically within the stipulated time frame prescribed by Depositories.

7. The Transfer Agent will handle the transfer work from its office at Karvy Selenium Tower B, Plot No 31-32, Gachibowli, Financial District, Nanakramguda, Hyderabad – 500 032 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 stationery meant for communication with investors as well as regulatory authorities. Karvy shall promptly inform the Company on any change in the contact details, change in officials who are handling the STA work.

8. 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 Transfer Agent stated above in Clause 7 and all finished tabulations, statements, unused stationery bearing the name and the letterhead of the Company and all original documents supplied by the Company to the Transfer Agent are to be delivered by the Transfer Agent at the Company's cost to such address as may be specified.

9. The Transfer Agent's responsibility under this Agreement will be restricted to the duties of the Transfer Agent as agreed to herein and the Transfer Agent will not in any way be construed to be an agent of the Company in any of its other business in any manner whatsoever.

10. The Transfer Agents 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 its knowledge during or as a result of its appointment as the Transfer Agents of the Company and whether concerning the business, property, contracts, method, transactions, dealings affairs or of Members of the Company or otherwise save in accordance with the performance of its duties hereunder or as required by law.

    Without limiting the generality of the foregoing, all information disclosed by the Company to the Transfer Agents during the term of this Agreement shall be considered as "Confidential Information". All Confidential Information shall remain the sole property of the Company, and the Transfer Agents shall have no rights to or in the Confidential Information. The Transfer Agents shall hold the Confidential Information in strict confidence and shall not make any disclosure of the Confidential Information to anyone without the express written consent of the Company, except (i) to its employees to whom disclosure is necessary to the performance of this Agreement, and who shall be bound by the terms hereof; or (ii) in the context of any administrative or judicial proceeding, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Company.

    Both parties agrees that in the event of breach, threatened or actual, of obligations of confidentiality by the Transfer Agent, the Company may be irreparably harmed, the extent of which may be impossible to ascertain and which cannot be fully compensated by monetary damages.

11. The Transfer Agent shall use its best efforts to perform the duties assigned to it in terms of this agreement with the utmost care and efficiency. Transfer Agent shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by it. Transfer Agent shall, however, not be responsible or liable for any direct or consequential omission/commission committed by the Transfer Agent in good faith or in absence of its negligence or breach of the terms of this agreement or due to reasons beyond the Transfer Agent's reasonable control.

12. Company is responsible for share transfer work assigned to STA. The STA shall execute its duties and obligations hereunder efficiently, with due diligence and care. The Transfer Agent shall indemnify defend and hold harmless the Company, its directors, employees and its successors from and against all costs, liabilities, judgment, obligation, losses, expenses (including reasonable attorneys' fees & expenses) of whatsoever kind or nature incurred by or imposed upon the Company as a result of any suit, claim, action and demand which may be made or commenced 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 Transfer Agent in performing, fulfilling or providing any of the functions, duties, obligations and services hereunder. Provided however, the Transfer Agent shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by it in good

Bengaluru

Computershare Private Limited

faith, unless such damages are caused by the negligence, willful misconduct, failure to act or recklessness of the Transfer Agent.

13. The Company and Transfer Agent 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.

14. The Transfer Agent shall make an endeavour to redress complaints of the investors within 7 days of receipt of the complaint during the currency of the Agreement. This, however, shall not exempt the Transfer Agent 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 to the Transfer Agent for complying with the Regulations. The Transfer Agent shall retain the records during the tenure of this Agreement and shall provide any such record(s) to the Company as and when required.

15. The Company & Transfer Agent shall be responsible for protection and handling of the Personally Identifiable Information (PII) being collected by Transfer Agent on their Website or otherwise, in pursuance to the Services being rendered by Transfer Agent under this Agreement in due compliance with the Policies of the Company and other applicable statutory provisions in this regard. Any legal, regulatory or financial consequences arising out of such information procurement i.e. PII; shall be borne jointly by Transfer Agent and the Company shall have no liability whatsoever.

16. 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(s).

17. The Company and the Transfer Agent agree that the fees and charges payable to the Transfer Agent shall be as specified in **Schedule II** hereunder written and shall remain firm until the renewal of the terms mutually agreed in writing and shall not be subjected to any escalation on any account whatsoever without prejudice to the rights of the Parties as per the other clauses in this Agreement.

18. The Company, in its absolute discretion, may take special contingency insurance policy to cover risks arising out of fraud, forgery, errors of commission / omission. Such insurance policy shall not cover risks arising out of negligence or breach of duty committed by the Transfer Agent.

19. Should there be major change in the scope of work from that indicated in this Agreement or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious sustained political or industrial disturbance or in the event of force majeure, the Transfer Agent shall have option to withdraw its appointment or renegotiate the terms of this Agreement. However, the Transfer Agent shall be liable for the activities done till termination of this Agreement and thereafter in terms of SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993.

20. The Company may provide all required stationery items, envelopes and postage expenses well in advance to enable the Transfer Agent to process all transfers, transpositions, transmissions and other share transfer related activities. The Company shall ensure that after the approval of transfer requests by the Company, the funds for despatch shall be made available to the Transfer Agent to complete dispatch of duly transferred share certificate(s) within the stipulated time as prescribed in Companies Act/Listing Agreement.

21. If the transactions covered under this Agreement are liable to any sales tax / service tax or other levy, the Company shall reimburse to the Transfer Agent their liability for payment of

such tax levy including interest and other sum, if any, payable in respect thereof. The Company shall be responsible for payment of applicable taxes, provided that the Transfer Agent shall raise invoices with such particulars of the payment as agreed in this Agreement and mention the applicable tax component on the invoice enabling the Company to process the invoice within the said dues. It is agreed that The Company will process the invoice raised for payment as per this Agreement and make payments on or before the due dates. The Company shall not be responsible for any tax liability arising out of this Agreement, if the same were not charged in the periodical invoices.

a) The Company will bear all reasonable expenses for legal advice/action, which may have to be taken for no lapse on the part of Transfer Agent, but for any eventuality which may arise in connection with the transfer work.

b) It is hereby understood by and between the Parties to this agreement that with a view to enable the Company to defend all legal proceedings against the Company, the responsibility of Karvy shall be limited to –

   i. Providing such information as may be available in the records handed over to the Transfer Agent by the Company.

   ii. Assisting the Company in appointing an Advocate or liaisoning with any Advocate appointed by the Company and to obtain periodic details of the progress of the proceedings before Hon'ble Courts or Forums from time to time.

   iii. Assisting the Company in providing the necessary evidences that may be available with it and made available to it by way of documents, papers etc to enable the Company to take necessary steps to prepare written statements, affidavits, petitions, applications and all such documents that may be required for the purpose of defending itself against the aforesaid proceedings

c) The Company shall authorize such of its Officers, Managers, Executives, or other Senior Persons to swear affidavits, to sign written statements or other such documents for adequately defending itself in any of the legal proceedings as stated hereinabove.

22. The Transfer Agent shall maintain following documents and records pertaining to transfer activities by way of hard copies and if required by the company may also store the same by way of tape drives/ in computers:

a) Checklist, inward register, transfer register, buyer/seller register with net effect as on date of approval of transfer proposals, transfer deeds, specimen signature cards or signatures captured on signature scanner, despatch register/postal journal, objection memos, mandates, Power of Attorney/Board Resolutions, RBI approvals in case of NRIs, Jumbo Transfer deeds in case of FIIs, Annual Returns/Return of Allotment, Interest/Dividend Register. Other relevant documents pertaining to transfer activities.

b) Correspondence with the Company, investors, SEBI and other statutory or non statutory bodies

c) Records pertaining to investor complaints, Board Resolutions passed by the Company authorizing the transfer Agent to endorse the certificates and other documents on behalf of the Company.

d) Magnetic tapes or any media required to store all the data pertaining shareholders and related transfer activities

These records shall be maintained for a minimum period of 3 years as provided in Regulations 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 required by statutory authorities including SEBI irrespective of, if the agreement is in force or not.

23. Other conditions as mutually agreed between the Company and the Transfer Agent.

24. The Transfer Agent acknowledges receipt of the Anti Corruption Guidelines of the company and is comprehend with Anti-Corruption Representations, Warranties and Undertakings, which is enclosed as **Annexure A** and agrees to perform its obligations in accordance with the principles set out therein and therefore, both Parties agree that they shall comply fully at all times with all applicable laws and regulations, including, but not limited to, applicable anti-corruption laws. Failure to comply with the provisions of this clause shall be deemed to be a material breach. Either Party shall be entitled to terminate this Agreement in the manner provided for in **Clause 28** of this Agreement to the other Party, if the other Party fails to perform its obligations in accordance with this clause. Such other Party shall have no claim against the terminating Party for compensation for any loss of whatever nature by virtue of termination under this clause and also waives any such right, which may be statutorily available to such other Party.

25. **Ethical Standards and Human Rights**: The Transfer Agents warrants that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. The Transfer Agents also warrants that, to its actual knowledge, in relation to the Services under the terms of this Agreement (a) it does not employ, engage or otherwise use any child labour; (b) it does not use forced labour, corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices and does not discriminate against any employees on any illegal ground in any form;(c) it provides access to clean water, food, and emergency healthcare in the event of accidents or incidents and complies with applicable health and safety requirements; (d) it pays each employee at least the minimum wage, complies with the laws on working hours and is respectful of its employee's right to join or form trade unions. The Company reserves the right to seek reasonable confirmation / certificate of compliance by the Transfer Agents with the above provisions and the Transfer Agents shall furnish the Company with such documents as may be requested by the Company in relation thereto, as and when reasonably required by the Company.

26. The Company has the right at any time to conduct an audit of the Transfer Agent to ensure that appropriate controls are in place and to inspect all relevant records and procedures of Transfer Agent and/or its sub-contractor which relate to Transfer Agent' performance under this Agreement. Transfer Agent shall maintain a complete audit trail of all transactions resulting from this Agreement. Transfer Agent shall fully co-operate, and shall procure that its employees and/or sub- contractors shall, fully co-operate, with the Company in relation to any audit or inspections conducted pursuant to this clause. Transfer Agent shall cooperate fully with the Company or its designees in connection with audit functions and with regard to examinations by regulatory authorities. The Company's auditors and other representatives shall comply with Transfer Agent' reasonable security requirements.

27. This Agreement is valid for a period of **One year** from 1st September 2016 to August 31, 2017 (01.09.2016 TO 31.08.2017) and can be extended by mutual consent. The Agreement shall continue to be in force beyond the expiry of the validity period and during the intermittent period of finalization of fresh Agreement unless either of the Parties expressly communicates the intention to terminate the contract. The Agreement shall be governed by the laws of the Republic of India.

28. Either party has the right to terminate this Agreement by giving two months' notice in writing to the other during the validity period of the agreement to the others. On termination / expiration of this Agreement, the Transfer Agent shall provide the Company full assistance in transferring the services to the Company or its designee. The Transfer Agents shall:

    a) Co-operate with the Company or its designee and shall assist in the preparation and implementation of a plan for the transfer of the Services from the Transfer Agent to the Company or to its designee;

    b) Provide master file and field descriptions and record layouts and other similar information necessary for the Company or its designee to use the Transfer Agents data / software without disruption to the Company's operations.

    c) Provide to the Company or its designee the problem management records, as these exist as of the effective date of the termination or expiration of this Agreement

    d) Return to the Company or its designee remaining property of the Company in Transfer Agent's possession, including remaining reports, data and other Information (alternatively, as required by the Company) ;

    e) Provide to the Company or its designee reasonable access to appropriate Transfer Agent's personnel in order to address questions or issues with respect to the Transfer Agents' prior performance and transfer of the Services. Also the Transfer Agent will fully support to provide all the desired information/details to the new agent for next 3 years from the date of termination.

29. Any notice, communication or documents may be given by personal delivery, registered post, telex 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; if given by post, on expiration of three days after the notice, shall have been delivered to the post office for onward despatch and if given by fax or telex, upon transmission thereof. All notices and correspondence with respect to fulfillment of contractual obligation shall be served at the addresses mentioned below:

In respect of Company :	The Company Secretary ABB India Limited Registered Office: 21st Floor, World Trade Center Brigade Gateway, No 26/1 Dr Rajkumar Road, Malleshwaram West, Bengaluru – 560 055
In respect of Transfer Agent:	Head - Corporate Registry Karvy Computershare Private Limited "Karvy House" No 46, Avenue 4, Street No. 1, Banjara Hills, Hyderabad 500 034

30. Relationship between the Parties: The Registrar is an independent contractor dealing at arms' length. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes.

31. Severability - Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality, or enforceability of any other clause or portion of this Agreement shall not be affected thereby.





32. Limitation Of Liability - Notwithstanding anything else in this Agreement, to the maximum extent permitted by law, the Company and the Transfer Agent will not be liable under any contract, negligence, strict liability or other legal or equitable theory under or in connection with this Agreement or any affiliate agreement for any special, indirect, incidental or consequential damages. Provided always that incase of any dispute claim, expenses, loss, damage and/or liability suffered by the Company the Transfer Agent shall be liable to pay the amount equivalent to the 6 month's fees of the Transfer Agent.

33. **ANTI-CORRUPTION REPRESENTATIONS, WARRANTIES AND UNDERTAKING is Annexed with this agreement as "Annexure A " and Annual Compliance certificate as "Annexure B".**

34. Governing Law, Venue: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties irrevocably submits to the exclusive jurisdiction of the **Courts at Bangalore** and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

35. Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination or the legal relationships established by this Agreement, which cannot be settled amicably within sixty (60) calendar days from the notification by one Party to the other Party of such dispute, shall be finally resolved by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996, when the Notice of Arbitration is submitted in accordance with these Rules. It is agreed that the arbitration tribunal shall consist of an arbitrator mutually appointed by both the Parties, and that in default of the Parties' agreement as to the arbitrator, the appointment shall be in accordance with these Rules. The place of the arbitration shall be Bangalore, and the language of the arbitration shall be English.

36. This Agreement along with the schedules agreed to and signed from time to time by both parties to the Agreement shall set forth the entire understanding of the parties with respect to the subject matter hereof. Neither this agreement taken together with its schedules nor any provision hereof can be waived, changed, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of any waiver, change, discharge or termination is sought.

IN WITNESS WHEREOF the parties hereunto have set their hand on the day and year hereinabove written.

SIGNED & DELIVERED by the within named
ABB India Limited

B Gururaj
Deputy General Counsel & Company Secretary

in the presence of:
SUNIL L NAIK
ABB INDIA LIMITE
WTC- BRIGADE GATEWAY
BANGALORE- 560055

SIGNED & DELIVERED by the within named
Transfer Agent KARVY COMPUTERSHARE PRIVATE LIMITED through its
MRV. Subrahmanyam
General manager

in the presence of :
C. Shobha Anand
Karvy Computershare Pvt Ltd
Hyderabad

SCHEDULE-I

1. SPECIFIC ACTIVITIES

a) The Registrar & Transfer Agent will receive and attend to correspondence received from shareholders/THE COMPANY/Stock Exchanges, other bodies and will segregate the inward mail as transfer requests, request for endorsement as fully paid up, receipt of call money, request for change of address, transmission, transposition, deletion of name, other letters from investors.

It will inward the mail pertaining to request for transfer/ transmissions/ transpositions/ other requests/ complaints by maintaining an inward register on a day to day basis and also affix stamp containing inward number and date of receipt on all transfer deeds/ letters pertaining to above requests/ complaints.

b) THE COMPANY shall also maintain an inward register to record the date of receipt of transfer requests/ request for endorsement as fully paid up/ correspondence from investors, SEBI/ Stock Exchanges and relevant statutes. THE COMPANY shall hand over all the transfer requests/ request for endorsement as fully paid up/ other correspondence well in time under a covering letter to the Registrar & Transfer Agent. The receipt of the above documents should be acknowledged by the Registrar & Transfer Agent.

c) The Registrar & Transfer Agent shall process all transfers/ transmissions/ transpositions/ change of address/ other requests/ complaints and generate checklist, verify the same and make requisite corrections of such data.

d) While scrutinizing deeds, the Registrar & Transfer Agent shall verify the transferors signatures with that of specimen signatures recorded with the Registrar & Transfer Agent, verify the value of stamps, ascertain whether thump impressions are attested by Magistrate/ Company Managers or notarized as the case may be and check whether all the columns including address of the Transferees provided in the Transfer Deeds are filled up, etc.

e) The Registrar & Transfer Agent shall generate transfer numbers for each valid transfer and the same may be filled up in the column provided in the Transfer Deed as also folio numbers (in case of new transfers only). It shall allocate the existing folio number in such cases where the Transferee is already a shareholder of THE COMPANY.

f) After verification of valid transfers, the Registrar & Transfer Agent shall prepare Transfer Register in duplicate and submit the Transfer Register well in advance to the Transfer Committee of THE COMPANY for approval.

g) THE COMPANY agrees to conduct Share Transfer Committee meeting at frequencies agreed upon between the parties hereto specified in this Agreement which will enable the Registrar & Transfer Agent to complete the transfers/ transmissions/ transpositions of the securities within the prescribed time under the applicable provisions of law/Listing Agreement.

h) After receipt of approval for transfer proposals from the Transfer Committee, the Registrar & Transfer Agent shall endorse on the reverse of the certificates authenticating the transfer of shares in the name of Transferees. In case endorsement is required to be made by the Registrar & Transfer Agent, THE COMPANY shall authorise the Registrar & Transfer Agent to do so by passing a resolution at its Board Meeting.

i) In case of endorsement of share certificates, THE COMPANY/Registrar & Transfer Agent shall ensure that the authentication is done by an authorised signatory.

j) The Registrar & Transfer Agent shall despatch the transferred share certificates under a covering letter. The Registrar & Transfer Agent shall maintain postal journal/ despatch register for the dispatch of Transferred certificates. The documents may indicate the date of despatch and name of the post office where the despatch has taken place.

k) The Registrar & Transfer Agent shall preserve all the Transfer Deeds in safe custody and take steps to cancel the stamps affixed on the reverse of the Transfer Deeds and also cancel all blank Transfer Deeds signed by the Transferors but not used for effecting transfer, in case the same is received from the Transferee.

l) Enter the transfer details on both seller side and buyer side in the Register of Members, preparation of new ledger sheets for the Register of Members in case of new shares.

m) The Registrar & Transfer Agent shall cut the specimen signatures of the new shareholders, paste and maintain specimen signature cards up to date. The specimen signature cards of shareholders with nil holding will be removed and stored separately. Alternatively the Registrar & Transfer Agent shall capture the signatures with the help of signature scanner and store the same in its computers. One copy of the backup of signatures to be kept with the Company which shall be updated at fortnightly intervals.

n) The Registrar & Transfer Agent shall maintain Movement Register to record the date of receipt of transfer requests/ requests for endorsement as fully paid up/other correspondence received directly from THE COMPANY. Similarly the Registrar & Transfer Agent shall record the date of submission of transfer proposals to the Transfer Committee of THE COMPANY for approval, date of receipt of the transfer proposal after approval, date of submission of certificates to THE COMPANY for endorsement and date of receipt of certificates after endorsement.

o) The Registrar & Transfer Agent shall maintain a Register of all shareholders, interalia, containing their addresses, number of shares held by them etc. One copy of the member register to be kept with the company. A soft copy of the updated member register would be provided to the company every quarter.

p) The Registrar & Transfer Agent shall also maintain a separate Register in respect of duplicate share certificates issued, containing therein full particulars of the names, the date of request for issuance of duplicate share certificates, the reasons thereof, and the documents received in respect thereof.

ABB India Limited Bengaluru

Computershare Private Limited-Karvy

q) THE COMPANY shall be responsible for arranging the issuance of public notices in the news papers as per the requirement of listing agreement or the provision of relevant statutes for the time being in force concerning to the closure of Register of Members, payment of dividend etc.

The Registrar & Transfer Agent shall be responsible for compliance of the relevant provisions of the Listing Agreement(s) entered into by THE COMPANY with the concerned Stock Exchange(s) and shall ensure that no default occurs in respect thereof due to any act of commission or omission. The Company shall make available to the Registrar & Transfer Agent copies of all such listing agreements for the Registrar & Transfer Agent's guidance and records.

The Registrar and Transfer Agent shall be responsible for all the shareholder cases. All relevant information, details required to be submitted to the Courts shall be complied by Registrar and Transfer Agent.

II. General

1. Attending to general correspondence regarding change of address, consolidation/ splitting of certificates, non-receipt of share certificates, dividend warrants and other letters received from THE COMPANY/ SEBI/ Stock Exchange(s) etc.

2. Printing of new share certificates in lieu of misplaced, lost, and mutilated certificates. The Registrar & Transfer Agent shall issue new certificates against request for consolidation or splitting.

3. The Registrar & Transfer Agent shall update all records and generate all reports and returns required for the AGM/ Extraordinary General Meetings, despatch Annual Reports, Circulars and Notices etc. to shareholders.

4. The Registrar & Transfer Agent shall process and print dividend warrants, call notices etc. to shareholders and despatch the same.

5. All reports including the distribution schedule, statements as mutually agreed between THE COMPANY and the Registrar & Transfer Agent shall be maintained upto date by the Registrar & Transfer Agent.

III Output statements:

Following periodic statements will be provided, either by computer generation and manual checking, or only manually depending on the volume of work:

1. Transfer register /Changes in the holding, if any
2. Buyer/seller statement for posting in shareholders register
3. Report on shareholding pattern
4. Covering letters for dispatch of share certificates duly transferred /endorsed
5. Specimen signature confirmation
6. Annual returns
7. Submission of quarterly, annual reports to the stock exchanges
8. Monthly/quarterly reports regarding transfer/transmission of shares
9. Complaints received and attended.

Electronic mode: NSDL / CDSL operations: The scope of work covers the following:

1. Maintenance of dematerialized scrip's in the depository
2. Regular updating of the data downloaded by NSDL / CDSL on a periodical basis
3. Confirmation of the updations to NSDL / CDSL on daily basis

Web services

1. Investor query (Real Time Online)
    a. Query by folio no.
    b. Query by application no.
    c. Query by warrant no.
    d. Query by certificate no.
    e. Query by refund order no.
2. Benpos comparison report generated once in a week.
    a. Complete file of NSDL / CDSL
    b. Comparison file of NSDL / CDSL
3. Share Holding Pattern as on the last date of Benpos.
4. Correspondence MIS online real time basis.
5. Dividend details online real time basis.

ABB India Limited Bengaluru

Karvy Computershare Private Limited

SCHEDULE-II

(Schedule of fees payable to the Registrar)

A. The company has agreed to pay the fees to Transfer Agent as per the details given below:

Sl No.	Particulars	Fees
1	Folio Maintenance Charges	Rs.20.00 per annum – physical Rs.9.00 per annum – Demat
2.	Transfers, Transmission, Transpositions, Consolidation, Splits, demat/remat/duplicates/noting/release of Stop.	Rs.3.00 per certificate.
3.	Registration / Modification / deletion / transactions, like change of addresses / name / bank mandate / ECS mandate / nomination / lien / power of attorney etc.	NIL
4.	Dividend processing printing of dividend warrants, postal register.	NIL
5.	Reconcillation of Refund Oder / Dividend Warrants	NIL
6.	Scanning Signatures	NIL
7.	Mailing List	NIL
8.	Maintenance of communication links for each depository (NSDL and CDSL) to cover cost of maintaining ongoing linkage expenditure incurred for the Depository Link Operation.	NIL
9.	AGM/EGM related activities.	NIL
10.	Web Based services	NIL

B. OUT OF POCKET EXPENSES

All out of pocket expenses such as stamps, stationery, mailing charges, cost of envelopes, postage and telegram, outstation travelling, local conveyance, communication with the Company and/or its shareholders through telephone/telex/fax and other expenses incurred in connection with handling legal cases will be paid on actuals against supporting bills vouchers etc..

C. STORAGE EXPENSES

Storage charges will as per mutually agreed terms.

D. STATIONERY

All pre-printed stationery such as stickers for allotment/call money endorsement, dividend warrants, pre-printed letters if any, will be supplied by the Company.



E. PAYMENT TERMS/SPECIFIC (R&T) CONDITIONS

1. Tax deductible, if any, on the fees component of the bills will be effected by the Company and tax deduction certificate will be issued within the stipulated period.

2. In the event of these services being withdrawn by The Company, expenses @ Rs.2/- per record (past and present) will also be payable for formatting, data capture and transfer except for cost of the tapes/floppies.

3. The Transfer Agent shall raise bills for services, stationery/consumables used by them for the company every month. The Company will make payment against the bills within 15 days from the date of receipt of the bills by the Company. In case of any discrepancy in the Bills the Company shall inform the Transfer Agent within 5 (five) days from the receipt of Invoice. If no discrepancy is pointed within the stipulated time, it will be presumed that the bills are in order.

4. All data furnished by the Company to the Transfer Agent in connection with this Agreement shall be retained by the Transfer Agent until the expiry of this Agreement with the services provided herewith having been paid in full.

ANNEXURE A

ANTI-CORRUPTION REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

1. **Definition:** For the purposes of this **Annexure A**,

a. **Anything of Value:** this term includes cash or cash equivalents, gifts, services, employment offers, loans, travel expenses, entertainment, political contributions, charitable donations, subsidies, per diem payments, sponsorships, honoraria or provision of any other asset, even if nominal in value.

b. **Corrupt Payments** – The Transfer Agent and its employees and any third party acting for or on behalf of the Company or Transfer Agent, shall not, directly or indirectly, promise, authorise, ratify or offer to make or make any "payments" of "anything of value" (as defined in this Schedule) to any individual (or at the request of any individual) including a "government official" (as defined in this section) for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist the company in obtaining or retaining business.

c. **Facilitating Payments** – For the avoidance of doubt, facilitating payments (otherwise known as "greasing payments" and defined as payments to an individual to secure or expedite the performance of a routine government action by government officials) are no exception to the general rule and therefore prohibited.

d. **"Government Official"** means (a) any officer or employee of a government or any department, agency or instrumentality of a government; (b) any person acting in an official capacity on behalf of a government or any department, agency, or instrumentality of a government; (c) any officer or employee of a company or business owned in whole or part by a government; (d) any officer or employee of a public international organization such as the World Bank or United Nations; (e) any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (f) any candidate for political office.

e. **Payments:** this term refers to and includes any direct or indirect offers to pay, promises to pay, authorisations of or payments of anything of value.

2. **Representations and Warranties:** The Transfer Agent hereby represents, warrants and undertake to the Company as follows :

a. that neither the Transfer Agent nor any of its direct or indirect subsidiaries (including any of their officers, directors, agents, distributors, employees, stockholders, or other persons associated with or acting on their behalf) (the "Transfer Agent Group") has not, and covenants and agrees that it will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving the Company, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value, directly or indirectly: (1) to any Government Official (as defined above) or to an intermediary for payment to any Government Official; or (2) to any political party. It is the intent of the Parties that no payments or transfers of value shall be made, promised, authorized, ratified or offered with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of securing an improper advantage or obtaining or retaining business;

b. The Transfer Agent Group has not, directly or indirectly, taken any action which would cause the Transfer Agent or any of its direct or indirect subsidiaries to be in violation of any anticorruption or anti-bribery law or regulations applicable to the Transfer Agent or any of its direct or indirect subsidiaries;

c. The Transfer Agent Group has not taken any action that would cause the Company to be in violation of any Anticorruption Laws as of the date of this Agreement;

d. The Transfer Agent and each of its direct and indirect subsidiaries is not aware of any signs that a payment has been made in violation of the Anticorruption Laws, including any requests by any third party to be paid in an "off-shore" account, payments in excess of commercially reasonable terms, requests or recommendations from a Government Official for the Transfer Agent or any direct or indirect subsidiary to retain a particular third party, unusually large expenses by a Company or subsidiary employee or agent, or unusual invoicing procedures or invoices for amounts greater than the amounts the Transfer Agent or subsidiary actually pays;

e. none of the officers, directors, employees, agents, or promoters of the Transfer Agent or any direct or indirect subsidiary are or were Government Officials while they were an officer, director, employee, agent, or shareholder of the Transfer Agent or such subsidiary, as applicable. As of the date of execution of this Agreement, and during its term, no Government Official is or will become associated with, or will own, or presently owns, an interest, whether direct or indirect, in the Transfer Agent Group, or has or will have, any legal or beneficial interest in this Agreement or the payments made by the Company hereunder;

f. neither the Transfer Agent nor any of its officers, directors, employees, agents, or promoters has been convicted of, or pleaded guilty to, an offense involving fraud, corruption or moral turpitude, and it is not now listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs or other government contracts;

g. The Transfer Agent and each direct and indirect subsidiary has established and continues to maintain reasonable internal controls and procedures intended to ensure compliance with the Anticorruption Laws, including controls and procedures designed to ensure that the Transfer Agent and its subsidiaries' agents or other third parties do not make payments in violation of the Anticorruption Laws;

h. The Transfer Agent and its direct and indirect subsidiaries:

(a) maintain their books and records in a manner that, in reasonable detail, accurately and fairly reflects the transactions and disposition of their assets; and

(b) maintain a system of internal accounting controls sufficient to provide reasonable assurances that:

(I) transactions are executed and access to assets is given only in accordance with management's authorization,

(II) transactions are recorded as necessary to permit preparation of periodic financial statements and to maintain accountability of corporate assets; and

(III) recorded assets are compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences between recorded and actual assets.

(c) no director or officer of the Transfer Agent or any of its direct or indirect subsidiaries has, directly or indirectly, made or caused to be made false or misleading statements to, or attempted to coerce or fraudulently influence, an accountant in connection with

any audit, review, or examination of the financial statements of the Transfer Agent or any direct or indirect subsidiary; and

(d) The Transfer Agent shall not contact, or otherwise meet with any Government Official with respect to the transactions required under this Agreement, without first having so advised the Company of its intention to do so, and (where the Company so requests) without the presence of a the Company's designated representative.

3. **Certification:** The Transfer Agent agrees that it will, at the request of the company and at least annually, provide the company with a certification in the form attached in **Appendix A.**

4. **Transfer Agent's Continuing Obligation to Advise:** The Transfer Agent agrees that should it learn or have reason to know of: (1) any payment, offer or agreement to make any payment to a foreign official or political party for the purpose of obtaining or retaining business or securing any improper advantage for the company under this Agreement or otherwise, or (2) any other development during the term of this Agreement that in any way makes inaccurate or incomplete the representations, warranties and certifications made by the Transfer Agent hereunder, the Transfer Agent will immediately notify the company in writing of such knowledge or suspicion and the entire basis known to Consultant therefore.

5. **No Government Ownership of the Transfer Agent:** The Transfer Agent hereby represents and warrants to the company that no ownership interest, direct or indirect, in The Transfer Agent or in the contractual relationship established by this Agreement, is held or controlled by or for the benefit of any Government Official, and that it will notify the company in the event of a change in the foregoing.

6. **Company's Right of Audit and Investigation:** The Transfer Agent agrees that the Company shall have the right, from time to time, upon written notice to the Transfer Agent, to conduct an investigation and audit of the Transfer Agent to verify compliance with the provisions of this **Annexure B.** The Transfer Agent agrees to cooperate fully with such investigation or audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of the Company.

7. **Continuance of Service Provider's Representations and Warranties:** Each of the representations and warranties made by the Transfer Agent above shall be of a continuing nature for the duration of this Agreement.

8. **Company's Termination Rights upon Defaults of these Representations and Warranties:** The Transfer Agent acknowledges that the Company has entered into this Agreement based upon the presumption of the truth and accuracy of the representations and warranties made by the Transfer Agent. The Transfer Agent agrees to give prompt written notice to the company in the event that, at any time during the term of this Agreement, the Transfer Agent has failed to comply with, or has breached, any of its warranties hereunder. In the event that the company believes, in good faith, that the Transfer Agent has not complied, or has breached any of its warranties hereunder, or otherwise acted in any way that may subject the company to liability under the Anticorruption Laws, the company shall have the unilateral right, exercisable immediately upon written notice to Transfer Agent, to terminate this Agreement.

9. **Disclosures:** The Transfer Agent agrees that full disclosure of information relating to a possible violation of this Schedule or the existence and terms of this Agreement, including the compensation provisions, may be made at any time and for any reason to any competent government and its agencies, and to whomsoever the company determines in good faith has a legitimate need to know.





Annexure B

ANNUAL CERTIFICATION OF COMPLIANCE

I, Authorised signatory, do hereby certify that neither I, nor to my knowledge any other person, including but not limited to every officer, director, stockholder, employee, representative and agent of Representative has made, offered to make, or agreed to make any loan, gift, donation or payment, or transfer of any other thing of value directly or indirectly, whether in cash or in kind, to or for the benefit of any Government Official **in connection with any business activity or transaction of the Company or in the performance or execution of the Agreement between the Transfer Agent and the Company**.

For purposes of this certification, "Government Official" includes:

- Any officer or employee of a government or any department, agency or instrumentality of a government;
- Any person acting in an official capacity on behalf of a government or any department, agency, or instrumentality of a government;
- Any officer or employee of a company or business owned in whole or part by a government;
- Any officer or employee of a public international organization such as the World Bank or United Nations;
- Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or
- Any candidate for political office

I hereby confirm that should I learn of any of the prohibited activities described above, or if there are any changes in the ownership or control of the Representative, I will immediately notify the Company.

I further confirm that neither I nor anyone else at the Transfer Agent is a Government Official Representative.

By:_____
Date: