

TRIPARTITE AGREEMENT BETWEEN THE COMPANY, REGISTRAR & TRANSFER AGENT AND THE NATIONAL SECURITIES DEPOSITORY LIMITED (NSDL) FOR AVAILING SERVICES OF ELECTRONIC VOTING PLATFORM OF NSDL.

This Tripartite Agreement made and entered into on this 13th day of January 2015 at Mumbai between

Esaay (India) Ltd.

a Company

Incorporated and registered under the provisions of the Companies Act, 2013 and having its Registered Office Address : Unit No. 802, Gihanshyam Enclave,

New link road, Near Lalajipada Police Station,
Kandivali (West), Mumbai - 400067.

(hereinafter called the "Company" which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the First Part; AND

Purva Share Registry (India) Pvt. Ltd., its Registrar and Transfer Agent and having its Registered Office at : 9 Shiv Shakti Industrial Estate, J R Baricha Marg, Opp. Kankurba Hosp., Lower Panel (East), Mumbai - 400011

(hereinafter called the "R & T Agent" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the Second Part; AND

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

WHEREAS

1. The Ministry of Corporate Affairs (MCA), Government of India has authorised NSDL for providing electronic platform for voting;
2. NSDL has established a facility for the shareholders/members of the Company to record their votes by electronic mode (e-Voting) as permitted under The Companies Act, 1956 and Rules made thereunder, instead of voting personally by presenting for transacting businesses of the Company by using a computer based machine to display an electronic ballot and to record the vote and also the number of votes polled in favour or against the resolution. Such votes get registered and counted in the electronic registry in a centralised server;
3. NSDL electronic voting platform has received a certificate from the Standardisation Testing and Quality Testing (STQC) Directorate, Department of Information Technology, Ministry of Communication and IT, Government of India
4. The Company is desirous of providing to its shareholders / members the e-Voting facility



and has approached NSDL to use the NSDL facility for the shareholders / members of the Company to record their votes by electronic mode instead of voting personally by presenting for transacting businesses of the Company by using a computer based machine to display an electronic ballot and to record the vote and also the number of votes polled in favour or against the resolution such that the entire voting gets registered and counted in a electronic registry in a centralised server.

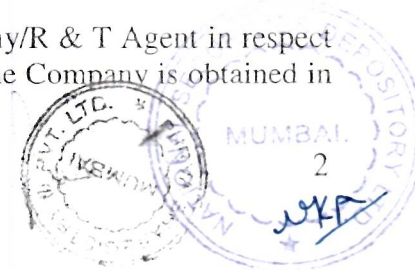
5. NSDL has agreed to provide to the Company the facility to use the NSDL electronic voting platform to enable the share holders / members of the Company to record their votes by electronic mode instead of voting personally by presenting for transacting businesses of the Company by using a computer based machine to display an electronic ballot and to record the vote and also the number of votes polled in favour or against the resolution such that the entire voting gets registered and counted in a electronic registry in a centralised server.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The agreement and all contracts and transactions effected by the Company and /or its R&T Agent through the facilities of providing and supervising e-Voting platform by 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.
2. The Company and/or R & T Agent shall furnish a list of authorised officials who shall represent and interact on behalf of the Company and/or R & T Agent with NSDL and any changes including additions/deletions thereof shall be communicated to NSDL.
3. NSDL shall arrange for the software and electronic platform/system required for conducting e-Voting to enable the members of the Company to cast votes. The Company/R&T Agent shall be entitled to use the e-Voting system of NSDL and other modifications and enhancements carried out by NSDL in the e-Voting system from time to time subject to such conditions as may be prescribed by NSDL from time to time.
4. NSDL shall monitor the schedule of e-Voting and the timelines as prescribed by the Company.
5. The results of the votes will be downloaded to the Scrutiniser appointed by Company, subject to receipt of mutually agreed payment from the Company.
6. NSDL will keep the data containing the details of the Register of Members (submitted by the Company), the resolutions uploaded/ updated by the Company / R & T Agent and the details of the votes polled upto 90 days from the close of the voting period. Thereafter, the data would be purged from the NSDL system and the Company / R & T Agent would be solely responsible for the safe keep of the data so provided by NSDL.
7. The Company and/or its R & T Agent agree that NSDL shall not be liable to the Company and/or its R & T Agent for any loss arising out of any failure of the Company 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.
8. NSDL shall not use the information / data uploaded by the Company/R & T Agent in respect of its shareholders for any other purpose unless prior approval of the Company is obtained in this regard.



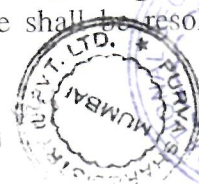
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9. The Company/R & T Agent shall be responsible for compliance of provisions of The Companies Act, 1956 and any other applicable laws/statutes/rules and regulations made thereunder governing e-Voting.
10. The Company /R & T Agent shall be responsible for all the queries/grievances of Shareholders relating to the e-Voting.
11. The Company/ R & T Agent is aware that it is the responsibility of the Company / R & T Agent to ensure that the process used for e-Voting is in conformity with the prevalent rules prescribed for e-Voting.
12. The Company/ R & T Agent shall intimate to its shareholders rules, timelines and schedule of e-Voting and ensure compliance by its shareholders.
13. The Company/ R & T Agent shall not withdraw from the agreement during the process of e-Voting. In the event it decides to do so, it shall be solely responsible for consequences thereof including but not limited to the resolution of the complaints / claims of the shareholders, if any.
14. The Company or its R & T Agent shall upload the Register of shareholders in the e-Voting system and communicate to NSDL sufficiently in advance the schedule of voting to enable NSDL to adhere to timelines prescribed by the Company.
15. The Company /R & T Agent shall be responsible for intimating the PIN mailer to the shareholders whose valid e-mail IDs are not uploaded in the e-Voting system by R & T Agent. The Company/R & T Agent shall be responsible for the privacy of the passwords received from NSDL for sending PIN mailer to shareholders. The Company / R & T Agent agree that strict confidentiality will be maintained in handling the passwords of the shareholders.
16. The Company / R & T Agent agree that the password for e-Voting in respect of demat accounts / folios in joint holding pattern, shall be sent to the first holder.
17. NSDL shall indemnify the Company for any loss caused to or any claims made against the Company due to non-fulfillment of its obligations under the agreement by NSDL. However liability of NSDL shall be limited to the payment received by it for the services rendered under this agreement.
18. Loss or any claim made regarding compromise of password security shall not be attributable to NSDL.
19. The Company/ R & T Agent shall indemnify NSDL for any loss caused to or any claim lodged against NSDL, due to non-fulfillment of its obligations under the agreement by the Company / R & T Agent.
20. Each party can terminate this agreement after giving a prior notice of 30 days to the other party.
21. In case of any dispute or any difference between the parties arising out of or in relation to this Agreement including disputes or differences as to the validity of this Agreement or interpretation of the provisions of this Agreement, the same shall be resolved by



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mutual discussion. If the parties fail to settle the dispute or difference mutually, then same shall be resolved in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any modifications or amendments thereto, or any reenactment for the time being in force subject to the stipulation that place of arbitration shall be Mumbai and the language of the arbitration proceedings shall be English.

22. The parties hereto agree that only courts at Mumbai shall have exclusive jurisdiction in all matters arising out of or related to this Agreement.

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

Esaar (India) Ltd.

through its authorised representative

Name : Mr. Dheeraj Shah :

Designation : Managing Director

For ESAAR (INDIA) LIMITED

for shou

Director / Authorised Signatory

in the presence of : BHADRESH K. MARI : Bhadresh

SIGNED, AND DELIVERED

By the within named

~~Esaar (India) Ltd~~ Purva shangshy (P) LTD

through its authorised representative

Name : Rajesh Shah :

Designation : Director

in the presence of : Mahesh Mangal : Mangal



SIGNED, AND DELIVERED

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

through its authorised representative

Name : Nitin Ambure :

Vice President

Designation : _____

in the presence of : Pallavi Dabke : Dabke

