

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

This Tripartite Agreement made and entered into on this 6th day of June, 2008,
at Mumbai between Tata Capital Limited

a Company incorporated and
registered under the provisions of the Companies Act, 1956 and having its Registered Office Address
:2nd Floor, One Forbes, Dr V B Ganeshi Marg
Fort, Mumbai - 400001

(hereinafter called the "Issuer" which expression shall unless it be repugnant to the context or
meaning thereof mean and include its successors in title, TSR Darashaw Limited
its Registrar

and Transfer Agent and having its Registered Office at : 6-10 Haji Mulla
Petrawala Industrial Estate, 20 Dr. E Moses Road
Mahalaxmi, 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 in title) and the 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 (herein after called the "NSDL").

Witnesseth as Follows

WHEREAS The Issuer and or its Registrar and Transfer Agent has furnished, to the NSDL an
application dated 13/05/08 for its Prof. Shares bearing ISIN INE 976103012
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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. NSDL shall allocate unique identity codes to both the Issuer and /or its R & T
Agent.
8. 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.



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H.D.F.C. Bank Ltd.,
Sharad Kunj, Dr. Moose
Road, Talao Pali,
Thane(W)-400 602.
D-5/STP(V)/C.R.1010/97/
2005/1427-30

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MAR 27 2008
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Rs. 00000100/- PB5191
INDIA
STAMP DUTY
MAHARASHTRA

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. The Issuer and /or 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.
16. The Issuer and/or 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 /or 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 rematerialised 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

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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 Agents.
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

TATA CAPITAL LIMITED

through its authorised representative

Name: AVAN K. DOOMASIA

Designation: DY. COMPANY SECRETARY

in the presence of: YASMIN P. BAJAN

SIGNED, AND DELIVERED

By the within named

TSR Darashaw Limited

through its authorised representative

Name: R. G. Joshi

Designation: CEO

in the presence of: S. R. Billimoria

SIGNED, AND DELIVERED

By the within named National Securities Depository Limited
through its authorised representative

Mr. Samar Banwat

Vice President

in the presence of: Saika Ingale

TATA CAPITAL LIMITED

AVAN K. DOOMASIA
DY. COMPANY SECRETARY

FOR AND ON BEHALF OF
TSR DARASHAW LTD.

Ravindra Joshi
(R. G. JOSHI)
CHIEF EXECUTIVE OFFICER