

MEMORANDUM OF UNDERSTANDING

Between

M/S. SHAREX DYNAMIC (INDIA) PVT. LTD.
(REGISTRAR & SHARE TRANSFER AGENT)

And

M/S. LIC HOUSING FINANCE LIMITED
(Issuer Company)



महाराष्ट्र MAHARASHTRA

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RN 089723



श्री. सु. का. पाटील

AGREEMENT BETWEEN THE SHARE TRANSFER AGENT AND THE COMPANY

THIS MEMORANDUM OF UNDERSTANDING ENTERED INTO THIS 1st DAY OF MARCH, 2017 AT MUMBAI, BETWEEN M/S. SHAREX DYNAMIC (INDIA) PVT. LTD. a Company within the meaning of the Companies Act, 1956 and having its Registered Office at Unit-1, Luthra Ind. Premises, Andheri Kurla Road, Safed Pool, Andheri (E), Mumbai – 400 072 (hereinafter referred to as "Transfer Agent") (which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors and assigns) AND M/s. LIC HOUSING FINANCE LIMITED company within the Meaning of the Companies Act, 1956 and having its Regd. Office at Bombay Life Building, 45/47 Veer Nariman Road, Mumbai 400001 (hereinafter referred to as "The Company") which expression shall, unless excluded by or repugnant to the context or meaning thereof include its successors and assigns).

Contd..2/-



SHAREX DYNAMIC (INDIA) PVT. LTD.
Unit-1, Luthra Ind. Premises,
Andheri Kuria Road, Safed Road,
Andheri (E), Mumbai - 400 072.

शुद्धपत्र - १
क्या गीतारकाली

शुद्धपत्र विकत घेणान्याचे नाव _____
शुद्धपत्र विकत घेणान्याचे रहिवासी पत्ता _____
शुद्धपत्र विकत घेणान्याची मूल्य मदी असु. कडमक _____

शुद्धपत्र विकत घेणान्याची हल्ली परवानापरक शुद्धपत्र विकत घेणान्याची हल्ली
परवाना क्रमांक : १०००००६ परवाना क्रमांक : १०००००६
शुद्धपत्र विकत घेणान्याची मूल्य मदी असु. कडमक १२ FEB 2017
शुद्धपत्र विकत घेणान्याची मूल्य मदी असु. कडमक १२ FEB 2017
शुद्धपत्र विकत घेणान्याची मूल्य मदी असु. कडमक १२ FEB 2017
शुद्धपत्र विकत घेणान्याची मूल्य मदी असु. कडमक १२ FEB 2017

021677

SHARAX DYNAMIC (INDIA) PVT. LTD.
17 FEB 2017



WHEREAS

1. The Company has Approximately **195495** No. of Share holders (Share holders, hereafter for brevity sake referred as "Investors") and has to render services relating to transfer, transmission of shares, etc. in accordance with its Articles of Association.
2. The Transfer Agent is a SEBI registered share transfer agent having registration no. INR000002102 and the company have 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 the SEBI (Registrar to an issue and 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 have entered 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 hereby undertakes to perform and fulfill such Functions, duties and obligations and to provide such services as are Mentioned herein.
3. The Company will ensure that all records / reports / documents are handed over to Transfer Agency after its appointment. The responsibility of the 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 / other media about the appointment and change in STA, if any, one month before handing over the assignment/ change in appointment of Transfer Agency.
5. The Transfer Agent declares and undertakes that:
 - a) It has obtained a permanent certificate of registration from SEBI and that the Certificate is valid from 29th October, 2012. It shall also ensure that the certificate of registration shall remain in force by taking prompt steps for its renewal.

Contd..3/-



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- 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 Exchanges regulations.
 - e) Incase of change of 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. share accounting packages of the Transfer Agent 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 pertaining to Share Transfer activities.
8. The Company and the Transfer Agent agree to their functions, duties and obligations in respect to each activity relevant to the Share Transfer as specified in the 'Schedule - I' hereto. However, the following activities shall form part of the Transfer Agent's functions and responsibility during the currency of this agreement.
- i) Receipt of request for transfer, transmission, endorsement as fully paid up, allotment / call money, split, consolidation, change of address, issue of duplicate certificates in lieu of misplaced / lost certificates.
 - ii) Processing of requests for transfer, endorsement as fully paid up, receipt of allotment/call money any other correspondence received in connection with transfer activities.

Contd..4/-



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- iii) After verification of transfer deeds, preparation of transfer proposals for approval of the transfer committee of the Company, endorsement on the certificates.
 - iv) Dispatch of transferred certificates to the transferees within the mandatory period as laid down in the Companies Act / Listing Agreement.
9. The Transfer Agent will handle the transfer work from this office/s at Unit No.1, Luthra Industrial Premises, Andheri Kurla Road, Safed Pool, Andheri (East), Mumbai - 400 072 which has been declared to SEBI and approved by it for carrying on its activities. The address of this 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 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 Agents are to be delivered by the Transfer Agent at Company's cost to such address as may be specified.
 11. 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 be in any way construed to be an agent of the Company in its other business in any manner whatsoever.
 12. The Transfer Agent 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 Transfer Agent 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 here under or as required by Law.

Contd..5/-



13. 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 or its negligence or breach of the terms of this agreement or due to reasons beyond the Transfer Agent's reasonable control.
14. Company is primarily responsible for the work of share transfer work assigned to STA. The STA should execute the work efficiently and with due diligence and care, however, the Transfer Agent 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 Transfer Agent in performing or fulfilling, providing any of the functions, duties, obligations and services here under, 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 faith and unless such damages are caused by the negligence, willful misconduct, failure to act or recklessness of the Transfer Agent.
15. 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 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 telex upon transmission thereof. Provided that any notice etc.given by telex or fax shall be confirmed in writing.
16. The Transfer Agent and the Company agrees that incase 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 Transfer Agent 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 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 cooperation for the Transfer Agent complying with this Regulation.

Contd..6/-



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 Transfer Agent agree that the fees and charges payable to the Transfer Agent are as under

Schedule of Fees :

- 1) R&T Fees for shareholders holding shares in physical form (irrespective of the number of folios) Rs.1,50,000/- per quarter.
- 2.) R&T Fees for shareholders holding shares in Demat form Re.1.25/- per quarter per Client ID NO.
In the above fee mentioned by us under (1) and (2) one dividend per year and two mailing lists per year are free.
- 3) Connectivity charges for CDSL & NSDL Rs.60,000/- per annum.
- 4) Rs.1.00 per certificate per change of transfer / Demat / split / consolidation / transposition / transmission/ name address change in respect of shareholders.
- 5) Rs.1.00 per endorsement of each share certificate for payment of allotment money, if any.
- 6) Rs.0.50 per folio for storing of the specimen signature in the hard disk
- 7) Additional mailing list - Re.0.10 per address printing
- 8) In the case of issue of non convertible debentures / Bonds and PTC
 - i) Initial credit of Securities - Rs.10,000/- (Only if the no. of investors are more than one.)
 - ii) R&T charges Rs.10,000/- per year payable in advance (Only if the no. of investors are more than one as on record date.)and where balance period is less then one year,prorata charges for the period.
- 9) If more than one dividend is issued during the financial year, then the fees for the second dividend declared will be as follows:
 - i) Downloading of data - Rs.5,000/- per depository.
 - ii) Processing of dividend file for ECS and physical mode of payment : Rs.10,000/-
 - iii) Printing of physical Div . warrants And ECS intimations : Re.0.25 per Warrant
 - iv) Printing of UCP/ Bulk register for Posting of physical warrants : Re.0.10 per address

Contd..7/-



:7:

- 10) Web usage charges – Rs. 200/- per month and storage media Rs. 150/- per month.
- 11) Covering letters for correction / Rejection / Objection / NOC / GEN / TRF – Rs.0.75 per letter
- 12) Over printing of Postal Ballot Forms(If any) – Rs.0.25 per Ballot Form.
- 13) a. Green Initiative – E-mailing of dividend advice, Annual reports Abstract & other communications - Rs.0.50 per client Id / foilo no.
b. Updation of mandate received from shareholders - Rs. 0.50 per client Id / foilo no.
c. Providing unclaimed dividand data in MCA format - Rs.1/- per client Id / foilo no.
d. E-voting - Rs. 0.50 client Id / foilo no.
e. Set-up of E voting platform - Rs. 2500/-.
- 14) Commercial Papers: The fees payable would be an initial one time acceptance of Rs. 10,000/- and an annual service charges of Rs. 10,000/- for each financial year irrespective of the number of CP issuance or the size of the issue.

Above charges are inclusive of computer charges. However it does not include the cost of stationary like stickers, envelopes etc, computer stationary, mailing charges, conveyance, postage, out of pocket expenses like telephone / fax, Xerox charges, book binding charges, legal expenses,etc.

Pre-printed stationary will have to be supplied by the company after getting necessary approval from the transfer agent with respect to size of stationary and slots for computer printing.

Contd..8/-



20. **TERMS AND CONDITIONS:**

- a. Bills for R & T services will be raised quarterly in advance.
 - b. Bills for out of pocket expenses which will be raised on monthly basis and is payable within 15 days on receipt of bills by the company
 - c. An imprest amount of Rs.10,000/- is to be paid in advance for meeting out of pocket expenses which will remain as on account payment from your end.
 - d. Signature scanning charge will be Rs.0.50 per folio and will be charged to the Company.
 - e. Any bill remaining outstanding after 15 days will attract overdue Interest at the rate of 15% per annum.
21. The Company shall take special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission etc.
22. If there be any 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 Transfer Agent shall have option to withdraw its appointment or renegotiate the contract. However, the Transfer Agent shall be liable for the activities done till termination of the contract.
23. The company shall ensure that after the approval of transfer requests by Transfer committee, the funds for despatch will be made available to Transfer Agents to complete despatch of transferred certificate within the stipulated time as prescribed in Companies Act Listing agreement.
24. If the transactions covered under this agreement are liable to any sales 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.
25. The Company will bear expenses for legal advice / action which may have to be taken for no lapse on the part of the Transfer Agent but for any eventuality which may arise in connection with the issue work.
26. The Company and Transfer Agent shall maintain following documents and records pertaining to Transfer activities by way of hard copies and if required may be stored by way of tape drives / in computers.

Contd..9/-



- (a) Check-list, inward register, transfer register, buyer / sellers 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 authorising the Transfer Agent to endorse the certificates and other documents on behalf of the Company.
 - (d) These records shall be maintained for a 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.
27. Other conditions as mutually agreed between the Company and the Transfer Agent.
- a. The Transfer Agent will endeavour to perform the duties assigned in terms of this agreement, with utmost care and efficiency, and also ensure that adequate controls are established to ensure the accuracy of the output reports. However entire processing job is highly labour oriented involving manual works done under pressure of time, errors do creep inspite of data being verified. A small percentage of errors do occur in. The total liability of the Transfer Agent under or in connection with this job is limited. in respect of any direct or consequential losses / damages caused to the company due to error committed in good faith will be sustained subject to 10% of the value of the bill for the services rendered.
 - b. The responsibility of the Transfer Agent under this agreement will be restricted to the work as 'Share Transfer Agent' of the Company.



- c. Any contract / agreement entered into by the company with any party other than us, shall not be binding on us.
 - d. This contract is on Principal to Agent basis and hence all consumer forum / court and legal cases will have to be represented by the company. The Share Transfer Agent shall not be held responsible and liable for special, indirect and consequential damages.
 - e. This agreement is made in Mumbai and therefore subject to jurisdiction of Mumbai only.
28. THIS AGREEMENT SHALL BE VALID FOR A PERIOD OF THREE YEARS which can be extended further by mutual consent.

Date: 1st MARCH, 2017

IN WITNESS WHEREOF the parties hereunto have set their hands on the day and year herein above written.

FOR LIC HOUSING FINANCE LTD.


- Nitin K. Jage
General Manager & Company Secretary
SIGNATURE OF COMPANY

FOR SHAREX DYNAMIC (INDIA) PVT LTD.

For SHAREX DYNAMIC (INDIA) PVT. LTD

K. C. AJJIKUMAR
MANAGING DIRECTOR
SIGNATURE OF TRANSFER AGENT



ANNEXURE - I

MEMORANDUM OF UNDERSTANDING

REGISTRARS AND SECURITIES TRANSFER AGENT - SCOPE OF WORK

SCHEDULE A

A. REGULAR PERIODICAL ACTIVITY

1. Posting of Annual Report, Notice, etc., for the Annual General Meeting.
2. Preparation of Schedules for the Annual General Meeting.
3. Attending the Annual General Meeting with necessary records and assist the Company in conducting the meeting.
4. Preparation / posting of Dividend Warrants /Interest Warrants relating to the Share/ Debentures of the Company.
5. Preparations of the Annual Return for submission to the Registrar of Companies and other statutory forms.
6. Preparation of Distribution Schedule for the Stock Exchange.
7. Preparation of TDS/Income Tax Return enabling the client Company to pay the requisite Income-tax.
8. Monthly Discloser on Dematerialised Securities to all the Stock Exchanges wherever the shares are listed.
9. Monthly Certification of Demated securities to CDSL and to NSDL.
10. Quarterly certification on demated securities under clause 54(5) to NSDL and CDSL.
11. Return on substantial acquisition to SEBI.
12. Share Capital auditing as per the SEBI Circular tallying NSDL / CDSL / PHYSICAL with issued capital disclosed to Depositories.
13. Certification of Changes in share capital due to the additional allotment.
14. Clause 47(c) of the listing agreement.
15. Unclaimed Dividend/Interest/Refund filing with the IEPF (INVESTOR EDUCATION & PROTECTION FUND).
16. Any other regulation imposed by various statutory Bodies from time to time.





o/c

SHAREX DYNAMIC (INDIA) PVT. LTD.



An ISO 9001 : 2008 Certified Company

Sharex: SD: MKT: 073 : 2017
March 22, 2017

**TO,
THE COMPANY SECRETARY/ COMPLIANCE OFFICER
M/S. LIC HOUSING FINANCE LTD
NO 131, MAKER TOWER F PREMISES
13TH FLOOR CUFFE PARADE
MUMBAI 400 005.**

Dear Sir/Madam

SUB :- STA - Agreement

Please find enclosed herewith the Original STA Agreement for your reference and records.

Thanking you and assuring you of our best of attention at all times.

Yours faithfully,
For **Sharex Dynamic (India) Private Limited**

Authorised Signatory

Encl:a/a

Rec
✓
29.3.2017



SEBI REG. NO.: INR000002102 . UNIQUE ID No.: 100001214



SHAREX DYNAMIC (INDIA) PVT. LTD.



An ISO 9001 : 2008 Certified Company

Sharex:BF14/RT/348:2017
March 9, 2017

TO,
THE COMPANY SECRETARY/ COMPLIANCE OFFICER
M/S. LIC HOUSING FINANCE LTD
NO 131, MAKER TOWER F PREMISES
13TH FLOOR CUFFE PARADE
MUMBAI 400 005.

Dear Sir/Madam

SUB :- STA - Agreement

Please find enclosed herewith two original STA Agreements for signature of the Authorised Signatory.

Kindly arrange for the signature of the Authorised signatory of the Company and affix the Company's stamp on all pages and return one original Agreement to us for our records and reference.

Thanking you and assuring you of our best of attention at all times.

Yours faithfully,
For Sharex Dynamic (India) Private Limited

Authorized Signatory

Encl:a/a



SEBI REG. NO.: INR000002102, UNIQUE ID No.: 100001214



SHAREX DYNAMIC (INDIA) PVT. LTD.



An ISO 9001 : 2008 Certified Company

Sharex:BF14/RT/348:2017
March 9, 2017

TO,
THE COMPANY SECRETARY/ COMPLIANCE OFFICER
M/S. LIC HOUSING FINANCE LTD
NO 131, MAKER TOWER F PREMISES
13TH FLOOR CUFFE PARADE
MUMBAI 400 005.

Dear Sir/Madam

SUB :- STA - Agreement

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For **Sharex Dynamic (India) Private Limited**

Authorised Signatory

Encl:a/a

Rd
14.3.2017



SEBI REG. NO.: INR000002102 . UNIQUE ID No.: 100001214

MEMORANDUM OF UNDERSTANDING**Between****M/S. SHAREX DYNAMIC (INDIA) PVT. LTD.**
(REGISTRAR & SHARE TRANSFER AGENT)**And****M/s. LIC HOUSING FINANCE LIMITED**
(Issuer Company)

180677 - 31/12/16
195495 - 24.02.17



महाराष्ट्र MAHARASHTRA

श्री. अशोक रघुनाथ कदम

(एल.एस.व्ही.नं. ८०००००३)

२९७ - शाहंदा भगत सिंह रोड
आनंद भुवन, २/१५, फोर्ट, मुंबई-१

क्रमांक दिनांक.....

श्री/श्रीमती.....

यांना न्यायिकेतर मुद्रांक पेपर विक्रीसाठी
दुरुध्वनी - २२६२३३

SHAREX DYNAMIC (INDIA) PVT. LTD.
Unit-1, Luthra Ind. Premises,
Andheri Kurla Road, Safed Pool,
Andheri (E), Mumbai - 400 072.

KL 505098

परवाना धारक मुद्रांक विक्रेता



श्रीमती उलका पाटील

AGREEMENT BETWEEN THE SHARE TRANSFER AGENT AND THE COMPANY

THIS MEMORANDUM OF UNDERSTANDING ENTERED INTO THIS 1st DAY OF March, 2014 AT MUMBAI, BETWEEN M/S. SHAREX DYNAMIC (INDIA) PVT. LTD. a Company within the meaning of the Companies Act, 1956 and having its Registered Office at Unit-1, Luthra Ind. Premises, Andheri Kurla Road, Safed Pool, Andheri (E), Mumbai - 400 072 (hereinafter referred to as "Transfer Agent") (which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors and assigns) AND M/s. LIC HOUSING FINANCE LIMITED company within the Meaning of the Companies Act, 1956 and having its Regd. Office at Bombay Life Building, 45/47 Veer Nariman Road, Mumbai 400001 (hereinafter referred to as "The Company") which expression shall, unless excluded by or repugnant to the context or meaning thereof include its successors and assigns)

WHEREAS

1. The Company has Approximately 198735 No. of Shareholders (Share holders, hereafter for brevity sake referred as "Investors") and has to render services relating to transfer, transmission of shares, etc. in accordance with its Articles of Association.



Contd..2/-

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 - a) It has obtained certificate of registration from SEBI and that the Certificate is valid from 16th December, 1994 onwards. It shall also Ensure that the certificate of registration shall remain in force by taking prompt steps for its renewal.



Contd..3/-

- 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 Exchanges regulations.
- e) Incase of change of status / constitution that it will obtain permission from SEBI.
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- ii) Processing of requests for transfer, endorsement as fully paid up, receipt of allotment/call money any other correspondence received in connection with transfer activities.

Contd..4/



- iii) After verification of transfer deeds, preparation of transfer proposals for approval of the transfer committee of the Company, endorsement on the certificates.
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11. 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 be in any way construed to be an agent of the Company in its other business in any manner whatsoever
12. The Transfer Agent 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 Transfer Agent 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. 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 or its negligence or breach of the terms of this agreement or due to reasons beyond the Transfer Agent's reasonable control.
14. Company is primarily responsible for the work of share transfer work assigned to STA. The STA should execute the work efficiently and with due diligence and care, however, the Transfer Agent 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 Transfer Agent in performing or fulfilling, providing any of the functions, duties, obligations and services hereunder, 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 faith and unless such damages are caused by the negligence, willful misconduct, failure to act or recklessness of the Transfer Agent.
15. 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 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 telex upon transmission thereof. Provided that any notice etc. given by telex or fax shall be confirmed in writing.
16. The Transfer Agent and the Company agrees 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 Transfer Agent 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 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 cooperation for the Transfer Agent complying with this Regulation.

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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 Transfer Agent agree that the fees and charges payable to the Transfer Agent are as under

Schedule of Fees :

- 1) R&T Fees for shareholders holding shares in physical form (irrespective of the number of folios) Rs.1,50,000/- per quarter.
- 2.) R&T Fees for shareholders holding shares in Demat form Re.1.25/- per quarter per Client ID NO.
In the above fee mentioned by us under (1) and (2) one dividend per year and two mailing lists per year are free.
- 3) Connectivity charges for CDSL & NSDL Rs.60,000/- per annum.
- 4) Rs.1.00 per certificate per change of transfer / Demat / split / consolidation / transposition / transmission/ name address change in respect of shareholders.
- 5) Rs.1.00 per endorsement of each share certificate for payment of allotment money, if any.
- 6) Rs.0.50 per folio for storing of the specimen signature in the hard disk
- 7) Additional mailing list - Re.0.10 per address printing
- 8) In the case of issue of non convertible debentures / Bonds and PTC
 - i) Initial credit of Securities - Rs.10,000/- (Only if the no. of investors are more than one.)
 - ii) R&T charges Rs.10,000/- per year payable in advance (Only if the no. of investors are more than one as on record date.)and where balance period is less then one year,prorata charges for the period.
- 9) If more than one dividend is issued during the financial year, then the fees for the second dividend declared will be as follows:
 - i) Downloading of data - Rs.5,000/- per depository.
 - ii) Processing of dividend file for ECS and physical mode of payment : Rs.10,000/-
 - iii) Printing of physical Div . warrants And ECS intimations : Re.0.25 per Warrant
 - iv) Printing of UCP/ Bulk register for Posting of physical warrants : Re.0.10 per address



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- 10) Web usage charges – Rs. 200/- per month and storage media Rs. 150/- per month.
- 11) Covering letters for correction / Rejection / Objection / NOC / GEN / TRF – Rs.0.75 per letter
- 12) Over printing of Postal Ballot Forms(If any) – Rs.0.25 per Ballot Form.
- 13) a. Green Initiative – E-mailing of dividend advice, Annual reports Abstract & other communications - Rs.0.50 per client Id / foilo no.
- b. Updation of mandate received from shareholders - Rs. 0.50 per client Id / foilo no.
- c. Providing unclaimed dividand data in MCA format - Rs.1/- per client Id / foilo no.
- d. E-voting - Rs. 0.50 client Id / foilo no.
- e. Set-up of E voting platform - Rs. 2500/-.

Above charges are inclusive of computer charges. However it does not include the cost of stationary like stickers, envelopes etc,computer stationary, mailing charges, conveyance, postage, out of pocket expenses like telephone / fax, Xerox charges, book binding charges, legal expenses,etc.

Pre-printed stationary will have to be supplied by the company after getting necessary approval from the transfer agent with respect to size of stationary and slots for computer printing.



Contd. .8/



20. **TERMS AND CONDITIONS:**

- a. Bills for R & T services will be raised quarterly in advance.
 - b. Bills for out of pocket expenses which will be raised on monthly basis and is payable within 15 days on receipt of bills by the company
 - c. An imprest amount of Rs.10,000/- is to be paid in advance for meeting out of pocket expenses which will remain as on account payment from your end.
 - d. Signature scanning charge will be Rs.0.50 per folio and will be charged to the Company.
 - e. Any bill remaining outstanding after 15 days will attract overdue Interest at the rate of 15% per annum.
21. The Company shall take special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission etc.
22. If there be any 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 Transfer Agent shall have option to withdraw its appointment or renegotiate the contract. However, the Transfer Agent shall be liable for the activities done till termination of the contract.
23. The company shall ensure that after the approval of transfer requests by Transfer committee, the funds for despatch will be made available to Transfer Agents to complete despatch of transferred certificate within the stipulated time as prescribed in Companies Act Listing agreement.
24. If the transactions covered under this agreement are liable to any sales 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.
25. The Company will bear expenses for legal advice / action which may have to be taken for no lapse on the part of the Transfer Agent but for any eventuality which may arise in connection with the issue work.
26. The Company and Transfer Agent shall maintain following documents and records pertaining to Transfer activities by way of hard copies and if required may be stored by way of tape drives / in computers.



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- (a) Check-list, inward register, transfer register, buyer / sellers 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 FII's, 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 authorising the Transfer Agent to endorse the certificates and other documents on behalf of the Company.
- (d) These records shall be maintained for a 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.
27. Other conditions as mutually agreed between the Company and the Transfer Agent.
- a. The Transfer Agent will endeavour to perform the duties assigned in terms of this agreement, with utmost care and efficiency, and also ensure that adequate controls are established to ensure the accuracy of the output reports. However entire processing job is highly labour oriented involving manual works done under pressure of time, errors do creep inspite of data being verified. A small percentage of errors do occur in. The total liability of the Transfer Agent under or in connection with this job is limited. in respect of any direct or consequential losses / damages caused to the company due to error committed in good faith will be sustained subject to 10% of the value of the bill for the services rendered.
- b. The responsibility of the Transfer Agent under this agreement will be restricted to the work as 'Share Transfer Agent' of the Company.



- c. Any contract / agreement entered into by the company with any party other than us, shall not be binding on us.
- d. This contract is on Principal to Agent basis and hence all consumer forum / court and legal cases will have to be represented by the company. The Share Transfer Agent shall not be held responsible and liable for special, indirect and consequential damages.
- e. This agreement is made in Mumbai and therefore subject to jurisdiction of Mumbai only.

28. THIS AGREEMENT SHALL BE VALID FOR A PERIOD OF THREE YEARS which can be extended further by mutual consent.

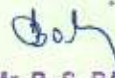
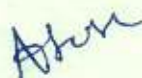
Date: 1ST MARCH 2014

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

FOR LIC HOUSING FINANCE LTD.

FOR SHAREX DYNAMIC (INDIA) PVT LTD.

For SHAREX DYNAMIC (INDIA) PVT. LTD.



Nitin K. Jage
General Manager & Company Secretary

Mr. B. S. BALIGA
DIRECTOR

SIGNATURE OF COMPANY

SIGNATURE OF TRANSFER AGENT

ANNEXURE - I

MEMORANDUM OF UNDERSTANDING
REGISTRARS AND SECURITIES TRANSFER AGENT - SCOPE OF WORK

SCHEDULE A

- A. REGULAR PERIODICAL ACTIVITY
1. Posting of Annual Report, Notice, etc., for the Annual General Meeting.
 2. Preparation of Schedules for the Annual General Meeting.
 3. Attending the Annual General Meeting with necessary records and assist the Company in conducting the meeting.
 4. Preparation / posting of Dividend Warrants /Interest Warrants relating to the Share/ Debentures of the Company.
 5. Preparations of the Annual Return for submission to the Registrar of Companies and other statutory forms.
 6. Preparation of Distribution Schedule for the Stock Exchange.
 7. Preparation of TDS/Income Tax Return enabling the client Company to pay the requisite Income-tax.
 8. Monthly Disclosure on Dematerialised Securities to all the Stock Exchanges wherever the shares are listed.
 9. Monthly Certification of Demated securities to CDSL and to NSDL.
 10. Quarterly certification on demated securities under clause 54(5) to NSDL and CDSL.
 11. Return on substantial acquisition to SEBI.
 12. Share Capital auditing as per the SEBI Circular tallying NSDL/ CDSL/PHYSICAL with issued capital disclosed to Depositories.
 13. Certification of Changes in share capital due to the additional allotment.
 14. Clause 47(c) of the listing agreement.
 15. Unclaimed Dividend/Interest/Refund filing with the IEPF (INVESTOR EDUCATION & PROTECTION FUND).
 16. Any other regulation imposed by various statutory Bodies from time to time

