

महाराष्ट्र शासन  
GOVERNMENT OF MAHARASHTRA  
ई-सुरक्षित बँक व कोषागार पावती  
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910226/MUMBAI - PRABHADEVI Stationery No: 19533215841352  
Pmt Txn id : 717039483 Print DtTime : 03-OCT-2022 16:31:01  
Pmt DtTime : 30-SEP-2022@18:34:04 GRAS GRN : MH008643789202223S  
ChallanIdNo: 69103332022093053947 Office Name : IGR182-BOM1 MUMBAI CITY  
District : 7101-MUMBAI GRN Date : 30-Sep-2022@18:34:05

StDuty Schm: 0030045501-75/STAMP DUTY  
StDuty Amt : R 30,700/- (Rs Three Zero, Seven Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees  
RgnFee Amt : R 0/- (Rs Zero only)

Article : 25(a)--Conveyance of movable property  
Prop Mvblty: Movable Consideration: R 10,00,000/-  
Prop Descr : Stamp duty for assignment of Trademark

Duty Payer: PAN-AADCN9802F,National Securities Depository Limited

Other Party: PAN-AAACN2082N,Protean eGOV Technologies Limited

Bank official1 Name & Signature

*[Signature]*  
नखिल शर्मा/NIKHIL SHARMA  
EIN - 134326  
Desig - Assistant Manager



*[Signature]*

Bank official2 Name & Signature

अजय अ. सावत/AJAY A. SAWANT  
प्रबंधक/Manager  
ई आई एन/EIN-112647

--- Space for customer/office use --- Please write below this line ---

This stamp papers forms an integral part of  
Trademarks Assignment Agreement dated 12<sup>th</sup> October, 22

## TRADEMARKS ASSIGNMENT AGREEMENT

This Trademarks Assignment Agreement ("**Agreement**") is entered into on this 12<sup>th</sup> day of October 2022 ("**Effective Date**") at Mumbai, India:

### BY AND BETWEEN:

**PROTEAN EGOV TECHNOLOGIES LIMITED** (CIN: U72900MH1995PLC095642) (formerly NSDL e-Governance Infrastructure Limited), a company incorporated on 27 November 1995 under the Companies Act, 1956, having its registered office at Times Tower, 1<sup>st</sup> Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, India (hereinafter referred to as the "**Assignor**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **ONE PART**;

### AND

**NATIONAL SECURITIES DEPOSITORY LIMITED** (CIN: U74120MH2012PLC230380), a company existing under the Companies Act, 2013 and having its registered address at 4<sup>th</sup> Floor, Trade World, "A" Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013 (hereinafter referred to as the "**Assignee**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **OTHER PART**.

The Assignor and Assignee are hereinafter collectively referred to as "**Parties**" and individually referred to as a "**Party**".

### WHEREAS:



- (A) The Assignor is a leading IT-enabled solutions company in India and is engaged in conceptualizing, developing and executing nationally critical and population scale greenfield technology solutions and is the chief architect and implementer of various critical and large-scale technology infrastructure projects in India;
- (B) The Assignee is a leading national securities depository in India duly registered under the Depositories Act, 1996 and is providing depository and other securities market related services to investors and financial institutions since 1996;
- (C) The Assignor is the owner and registered proprietor of the Trademarks (*as defined hereinafter*);
- (D) The Assignor's name has changed from 'NSDL e-Governance Infrastructure Limited' to 'Protean eGov Technologies Limited' pursuant to a shareholders' resolution dated October 28, 2021 and effective from December 8, 2021 (as per the fresh certificate of incorporation issued by Registrar of Companies, Mumbai) to represent the full gamut of products and service offerings it offers as of date and its extension into new markets, sectors and geographies. Accordingly, the Assignor has, adopted a new identity with a new logo and domain names and no longer uses the Trademarks, except for certain limited purposes which have been included under the Trademark License Agreement (*as defined hereinafter*);
- (E) The Assignee and its subsidiaries continue to make use of the Trademarks and the Assignee has accordingly requested the Assignor to transfer all rights in the Trademarks to the Assignee;
- (F) The Assignor has agreed to assign all rights, title, interest in and to the Trademarks, on an as-is, where-is without recourse basis, in favour of the Assignee and the Assignee has agreed to acquire such rights from the Assignor; and

- (G) Accordingly, the Parties are entering into this Agreement for the purpose of recording the terms on which complete worldwide and perpetual assignment of the Trademarks is being done by the Assignor to the Assignee.

**NOW THEREFORE**, in consideration of, and subject to, the mutual covenants, agreements, representation and warranties set forth in the Agreement, and for other good and valuable consideration to be received by the Assignor, the sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

## 1. DEFINITIONS

In this Agreement: (a) terms defined by inclusion in quotations and/or parentheses have the meanings so ascribed; and (b) the following terms shall have the meanings assigned to them herein below:

- 1.1 **"Applicable Law"** means any Indian statute, law, regulation, enactments, ordinance, rule, judgment, order, decree, by-law or approval, rule of common law or judgment of any authority, court, or tribunal, directive, guideline, policy, requirement, tax directions and tax treaties, listing agreement executed with stock exchanges, authorisation of, from or to any governmental authority or other governmental restriction or any similar form of decision in India;
- 1.2 **"Agreement"** means this Trademarks Assignment Agreement along with any annexures and schedules hereto, and shall include any mutually agreed modifications or amendments thereto made in writing after the date of execution of this Agreement;
- 1.3 **"Consideration"** shall have the meaning ascribed to it in Clause 4.1;
- 1.4 **"Domain Name Transfer Agreement"** shall mean the domain name transfer agreement entered into between the Parties, in relation to the transfer of the domain names "nsdl.com;" and "nsdl.co.in" from the Assignor to the Assignee;
- 1.5 **"Encumbrances"** means any pledge, equitable right, title, lien, restriction, charge, benefit, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, title defect, title retention agreement, interest, option, commitment, restriction on use, right of set-off, any arrangement for the purpose of, or which has the effect of, granting security, or any other security interest or any interest whatsoever, whether existing or created, and whether present, future or contingent, including those in the nature of sale, agreement to sell, pledge, hypothecation, mortgage, charge (whether fixed or floating), adverse possession, or any other rights or encumbrance generally or any other adverse claim of any kind whatsoever on the Trademarks;
- 1.6 **"Person"** means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, government authority or trust or any other entity or organization;
- 1.7 **"Third Party"** means any Person who is not a Party to this Agreement;
- 1.8 **"Trademarks"** means the trademarks " **NSDL** Technology, Trust & Reach" and " "and including copyright in the creative works forming part of the trademarks, all marks containing or

contained in them, variations, translations and colours thereof, all taglines used therewith, all applications / registrations relating thereto including the Trademark Registrations (and all applications/ registrations associated with such applications/ registrations), all claims and liabilities in relation to such trademarks, together with all goodwill associated with the Trademark Registrations;

- 1.9 **"Trademark License Agreement"** shall mean the trademark license agreement entered into between the Parties, capturing the grant of a limited license to the Trademarks by the Assignee to the Assignor in relation to certain limited uses specified therein; and
- 1.10 **"Trademark Registrations"** shall mean the trademark registrations set out in **Annexure A** hereto.

## **2. ASSIGNMENT**

- 2.1 With effect from the Effective Date, the Assignor hereby irrevocably, unconditionally and absolutely assigns, transfers and conveys, unto the Assignee, in perpetuity and for the entire world, on an as-is, where-is and without recourse basis, for all modes and media now existing or that may come into existence in future, all of the Assignor's right, title and interest (whether vested, contingent or future) in, arising out of and in connection with the Trademarks, free and clear of any Encumbrances, together with the goodwill associated with the Trademark Registrations.
- 2.2 The Assignor agrees and acknowledges that the assignment hereunder shall vest all ownership rights in the Trademarks with the Assignee, which shall include, without limitation, the right to sue for past, present and future infringement or any other cause of action in relation the Trademarks (or any part thereof), the right to prosecute, maintain and claim priority from the filing date of any of the Trademarks and the right to fully and entirely stand in the place of the Assignor in all matters (including but not limited to the right to receive any and all royalties or payments whether due or payable) related to the Trademarks.
- 2.3 The Parties acknowledge and agree that the assignment of the Trademarks under this Agreement will continue to vest all rights, title and interest in and to the Trademarks, on an as-is, where-is and without recourse basis, with the Assignee in perpetuity and will never lapse or revert to the Assignor, irrespective of whether or not the Assignee exercises any or all of the rights so assigned, at any point in time or for any duration of time.

## **3. COVENANTS AND OBLIGATIONS**

- 3.1 Pursuant to the assignment in Clause 2.1 above, the Assignee shall, at its own cost, (a) register the assignment of the Trademarks with the Trademarks Registry and ensure that the Assignee is entered into the Trademarks Registry as a registered proprietor; and (b) execute such documents and perform all such acts as may be required to give effect to the assignment of the Trademarks.
- 3.2 For the avoidance of doubt, it is clarified that, from the Effective Date, the Assignee shall be responsible for the maintenance of registrations and licences in relation to all Trademarks as may be required by the relevant Statutory/Governmental authorities including the Trademarks Registry.
- 3.3 The Assignor shall, at the request and cost of the Assignee, at all times and from time to time do, execute and perform all such further acts, deeds matters and deliver all such documents and materials, as may be required, desirable or appropriate for (a) fully and effectually recording the vesting of the Trademarks in the Assignee and perfecting the title of the Assignee to the Trademarks; (b) enforcement or protection of rights of the Assignee relating

to the Trademarks; and (c) otherwise giving full effect to Clause 2.1 of this Agreement.

- 3.4 The Assignee shall, at the request and cost of the Assignor, at all times and from time to time do, execute and perform all such further acts, deeds matters and deliver all such documents and materials, as may be required, desirable or appropriate for initiating any action against third parties for cybersquatting or infringement of Trademarks used in relation to the business of the Assignor.
- 3.5 The Assignor covenants and undertakes that: (i) the Assignor shall not, directly or indirectly, challenge or oppose in any manner: (a) the validity of the assignment under this Agreement; (b) the Assignee's proprietary rights and title to the Trademarks; and (c) any applications or registrations owned by the Assignee in respect of the Trademarks anywhere in the world; (ii) the Assignor shall not, directly or indirectly, apply for or obtain any intellectual property registration (including trademark, copyright and/or domain name registrations) in respect of the Trademarks (or any part thereof), or any mark identical, confusingly similar to or comprising the Trademarks anywhere in the world; and (iii) the Assignor shall not, in any manner (including as a part of any domain names), use the Trademarks (or any parts thereof) or any mark identical, confusingly similar to or comprising the Trademarks, except as expressly permitted under the Trademark Licensee Agreement.
- 3.6 The Assignor acknowledges that the Assignee has been using the mark "NSDL" and variations thereof prior to the Effective Date.
- 3.7 Notwithstanding anything contained under this Agreement, each Party shall at all times be entitled to (a) refer to the name of the other Party for the purposes of providing information about the relevant Party's corporate history, background, and experience to statutory authorities, regulators, and other Third Parties; and (b) independently carry out any marketing campaigns in relation to its respective brand identity, as it deems appropriate in its sole discretion.

#### 4. **CONSIDERATION**

- 4.1 In consideration of the Assignment under Clause 2.1, the Assignee shall pay to the Assignor an aggregate amount of INR 10,00,000 (Indian Rupees Ten Lakhs only) excluding all applicable taxes ("**Consideration**") on the Effective Date.
- 4.2 The payment of Consideration by the Assignee to the Assignor shall be made to its bank account, details of which shall be provided by the Assignor to the Assignee.
- 4.3 The Assignor acknowledges that the Consideration payable by the Assignee under this Agreement and the mutual covenants set forth herein, shall constitute full and adequate consideration for the assignment of the Trademarks in favour of the Assignee.

#### 5. **REPRESENTATIONS AND WARRANTIES**

- 5.1 Each Party (in respect of itself) represents and warrants to the other Party that the following representations and warranties are true and accurate in all respects and not misleading in any respect as on the Effective Date:
- 5.1.1 It has the full power and authority to enter into and perform its obligations under this Agreement;
- 5.1.2 It has taken all actions, obtained all regulatory, corporate and contractual authorizations, and submitted all notices or filings required to be submitted, for it to validly enter into this Agreement and perform all its obligations under this Agreement;

- 5.1.3 The execution and delivery of, or the performance of obligations under, this Agreement does not and shall not violate or conflict with the Applicable Law or to any provision of its constituent documents, or any agreement, contract, promise, covenant, undertaking, representation or warranty, applicable to or made by it; and
- 5.1.4 This Agreement constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms.
- 5.2 In addition to the above, the Assignor represents and warrants to the Assignee that the following representations and warranties are true and accurate in all respects and not misleading in any respect as on the Effective Date:
- 5.2.1 The Assignor is the registered proprietor of the Trademarks and owns entire right, title, and interest in the Trademarks and related copyrights and has the right and authority to assign and transfer the Trademarks to the Assignee, as contemplated under this Agreement;
- 5.2.2 No licenses or rights in relation to the Trademarks (including under license, settlement or co-existence agreements), have been granted by the Assignor in favour of any Third Party anywhere in the world;
- 5.2.3 To the knowledge of the Assignor, the assignment of the Trademarks as contemplated herein does not violate rights of (including infringing any Intellectual Property Rights of) any Third Party; and
- 5.2.4 To the knowledge of the Assignor, no Third Party has infringed, is infringing, or is threatening to infringe the Trademarks. There are no actions, suits, investigations, claims or proceedings that are ongoing or to the Assignor's knowledge threatened, relating in any way to the Trademarks and that the Assignor has not received any notice of, any such actions, suits, investigations, claims or proceedings.
- 5.3 All registrations for the Trademarks as specified in **Annexure A** are valid and subsisting and have been maintained by the Assignor, including by making timely payments of any applicable fees.

## 6. GOVERNING LAW AND DISPUTE RESOLUTION

- 6.1 This Agreement shall, in all respects, be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to its principles of conflict of laws.
- 6.2 If any dispute, controversy or claim between the Parties arises out of or in connection with this Agreement, including the breach, termination or invalidity hereof ("**Dispute**"), the Parties to the Dispute shall use all reasonable endeavours to negotiate with a view to resolving the Dispute amicably provided that if a Party reasonably believes that it will suffer irreparable harm as a result of the action giving rise to such Dispute, nothing contained herein shall prevent such Party from seeking interim relief in accordance with Applicable Law in a court of competent jurisdiction in Mumbai, India, pending the outcome of such negotiation and, if applicable, prior to the constitution of the arbitration tribunal. If a Party gives any other Party notice that a Dispute has arisen ("**Dispute Notice**") and the Parties to the Dispute are unable to resolve the Dispute amicably within 30 (thirty) days of service of the Dispute Notice (or such longer period as the Parties to the Dispute may mutually agree), any Party to the Dispute shall have the right to refer the Dispute exclusively to arbitration in accordance with the terms of this Clause 6. A notice ("**Arbitration Notice**") of intent to refer the Dispute to arbitration may be given by any Party to the other Party.
- 6.3 The seat and venue of arbitration shall be Mumbai, India and the arbitration shall be

conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 and the rules thereunder, as amended from time to time, by an arbitration tribunal consisting of 1 (one) or 3 (three) arbitrator(s) as the case may be. Within 30 (thirty) days of the delivery of the Arbitration Notice, the Assignor and Assignee shall jointly appoint an arbitrator. If the Assignor and Assignee fail to jointly appoint an arbitrator within the aforesaid time, then within 15 (fifteen) days, (a) Assignor shall appoint 1 (one) arbitrator, (b) the Assignee shall appoint 1 (one) arbitrator, and (c) the aforementioned 2 (two) arbitrators shall appoint the third arbitrator. The language of the arbitration shall be English.

- 6.4 The arbitration tribunal shall have the power to pass temporary or permanent restraining orders and/ or preliminary or permanent injunctions, in accordance with Applicable Law.
- 6.5 By agreeing to arbitration, the Parties do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction or attachment in aid of the arbitration, or order any interim or conservatory measure, at any time prior to final determination of the Dispute by the arbitral tribunal. A request for such provisional remedy or interim or conservatory measure by a Party to a court shall not be deemed a waiver of this agreement to arbitrate.
- 6.6 All arbitration proceedings shall be closed to the public and confidential and the records thereof shall be maintained in English. All records relating to arbitration proceedings shall be permanently sealed, except as necessary for the enforcement of the arbitration award.
- 6.7 The award rendered shall be in writing and shall set out the reasons for the arbitral tribunal's decision and shall be final and binding on the Parties. The award shall allocate or apportion the costs of the arbitration as the arbitral tribunal deems fair.
- 6.8 During the pendency of the arbitration proceedings, the Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final determination in such award.

## 7. NOTICES

- 7.1 All notices, requests, demands and other contractual communications required or provided for under this Agreement shall be in writing and delivered personally or by a recognised courier service, or by email to the intended recipient at its address set forth below, or to such other address or email address as a Party may from time to time duly notify to the other Party.
- 7.2 The details for notices for the purpose of this Clause 7.1 are as follows:

If to the Assignor:

Address: Times Tower, 1<sup>st</sup> Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013

Attention: Ms. Ashwini D. Phenany, Assistant Vice-President

Email: AshwiniP@Proteantech.in

If to the Assignee:

Address: Trade World, A Wing, 4<sup>th</sup> Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013

Attention: Mr. Malav Shah, Vice-President

Email: ShahM@nsdl.co.in

7.3 A Party may change or supplement the addresses given above, or designate additional addresses, for the purposes of this Clause 7.3, by giving the other Parties not less than 7 (seven) days' prior written notice of the new address in the manner set forth above.

## 8. MISCELLANEOUS

### 8.1 Amendment

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective.

### 8.2 Waiver

Failure or delay on the part of either Party to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof; nor shall any single or partial non exercise of any right, power or privilege preclude any other future exercise thereof.

### 8.3 Severability

This Agreement is severable in that if any provision hereof is determined to be illegal or unenforceable, the offending provision shall be stricken without affecting the remaining provisions of this Agreement, in which case, if appropriate and necessary, the Parties shall immediately consult with each other in order to find an equitable solution.

### 8.4 Independent Rights

Each of the rights of the Parties are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise. Provided that where different rights are created as a result of, or on account of a single cause of action, where a Party has achieved complete remedy by pursuing one course of action, such Party shall not be entitled to pursue other causes of action to seek further remedies for the same cause of action.

### 8.5 Entire Agreement

This Agreement, the Trademark License Agreement and the Domain Name Transfer Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior agreements, including letters of intent, memorandum of understanding and term sheets, either oral or in writing, between the Parties with respect to the subject matter herein.

### 8.6 Partial Invalidity

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any Applicable Law, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. Any invalid or unenforceable



provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.

8.7 Counterparts

This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

8.8 Costs and Expenses

Each of the Parties shall bear their own legal costs (including fees of its legal advisors), disbursements charges and expenses incurred in and about the negotiation, preparation and execution of this Agreement and any other document executed in connection with this Agreement, provided however that the Assignee shall be responsible for (a) costs in relation to the transfer of ownership of the Trademarks to itself, including the costs for form filings with the Trademarks Registry for recording the change of ownership; and (b) stamp duty payable in relation to this Agreement and any other document executed in connection with this Agreement.

[FOLLOWING THIS PAGE IS THE EXECUTION PAGE]



IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

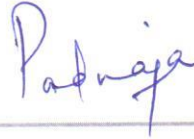
Signed and delivered for and on behalf of  
Protean eGov Technologies Limited



By: Suresh Sethi

Title: Managing Director & CEO

Signed and delivered for and on behalf of  
National Securities Depository Limited



By: Padmaja Chunduru

Title: Managing Director & CEO

## ANNEXURE A

## TRADEMARKS

SR. NO	REGISTRATION NUMBER	DATE OF REGISTRATION AND STATUS	CLASS	TRADEMARK	SERVICES
1.	808364	30 June 1998; Registration is valid up to 30 June 2028.	16		Stationery.
2.	2566579	18 July 2013; Registration is valid up to 18 July 2023.	35		Providing services of business administration and business management of information technology enabled e-governance services.