भारतीय गैर न्यायिक
भारत INDIA

रु. 500   FIVE HUNDRED RUPEES

पाँच सौ रुपये   Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र **MAHARASHTRA**   Ⓞ 2021 Ⓞ   BM 238755

This Stamp paper forms an integral part of Domain Names Transfer Agreement dated 12ᵗʰ October, 22.

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००००९

2 2 SEP 2022

सक्षम अधिकारी

श्रीमती सावली कोळी

This Stamp paper forms an integral part of Domain
Names Transfer Agreement dated 12th October, 22.

DOMAIN NAMES TRANSFER AGREEMENT

This Domain Names Transfer Agreement ("**Agreement**") is entered into on this 12th 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 his registered office at Times Tower, 1st 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 4th 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 registrant of the Domain Names (defined hereinafter) and also the trademark "NSDL" comprised in the said Domain Names.

(D)   Owing to change in name of Assignor from 'NSDL e-Governance Infrastructure Limited' to 'Protean eGov Technologies Limited' pursuant to a shareholders' resolution dated October 28, 2021, 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 today and its extension into new markets, sectors and geographies, the Assignor has, adopted a new identity with a new logo and domain names and no longer uses the Trademarks, except for the purposes specifically permitted under the Trademark License Agreement (defined hereinafter).

(E)   The Assignee and its subsidiaries continue to make use of the Domain Names.

(F)   The Assignor has agreed to assign all rights, title, interest in and to the Domain Names 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 purposes of recording the assignment and transfer of the Domain Names by the Assignor to the Assignee. The Parties are also simultaneously executing a separate agreement for the assignment of the rights in relation to the trademark "NSDL" and certain other trademarks from the Assignor to the Assignee ("**Trademark Assignment Agreement**").

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; (b) capitalized terms not defined hereunder shall have the meanings as ascribed to the term under the Trademark Assignment Agreement; and (c) the following terms shall have the meanings assigned to them herein below:

1.1   "**Agreement**" means this Domain Names Transfer 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;

1.2   "**Consideration**" shall have the meaning ascribed to it at Clause 4.1;

1.3   "**Effective Date**" shall mean the date of on which this Agreement is executed and comes into effect;

1.4   "**Domain Registrar**" shall mean the domain registrar as set out in **Annexure A**;

1.5   "**Domain Names**" means (i) the domains "nsdl.com" and "nsdl.co.in" as set out in **Annexure A** along with all goodwill appurtenant thereto;

1.6   "**Retained Domain Names**" shall mean the domain names listed in **Annexure B**; and

1.7   "**Trademark Assignment Agreement**" shall have the meaning as ascribed to the term in Recital G.

2.   TRANSFER OF THE DOMAIN NAMES

2.1   On the basis of the terms set forth in this Agreement and the Consideration, with effect from the Effective Date, the Assignor irrevocably, unconditionally and absolutely assigns, unto the Assignee, in perpetuity and for the entire world, for all modes and mediums 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 Domain Names, free and clear of any Encumbrances.

2.2   The Assignor acknowledges and agrees that the assignment under Clause 2.1 will continue to vest all rights, title and interest in and to the Domain Names 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.

2.3 The Assignor shall be entitled to hold and operate the Retained Domain Names for a maximum period of three years from Effective Date (hereinafter referred as **"Migration Period"**) solely for the purposes of permitting the migration of customers and third parties who are using such Retained Domain Names to a different domain. It is clarified that after expiry of the Migration Period, the Assignor shall cease to use the Retained Domain Names and shall either surrender the registrations for the Retained Domain Names or transfer the Retained Domain Names to the Assignee, as intimated by the Assignee. After transfer, NSDL will not use these Retained Domain Names.

3. COVENANTS

3.1 The Assignor shall within 30 (thirty) days from the Effective Date, initiate the process of changing the Registrant, Administrative, Technical contact details of the Domain Names from the Assignor to the Assignee with the relevant Domain Registrar and the Assignee shall take all necessary steps to facilitate the same. The Assignor shall, upon the completion of the change in ownership of the Domain Names in the domain registry provide to the Assignee all credentials including but not limited to passwords in relation to the Domain Names that are in its possession.

3.2 The Assignor shall cooperate with the Assignee and shall all render all assistance necessary to facilitate the transfer of the Domain Names to the Assignee including without limitation assisting with the following steps:

3.2.1 Facilitating the change of technical and business contacts available in the records of the Domain Registrar in relation to the Domain Names;

3.2.2 Informing the Domain Registrar of the change of ownership of the Domain Names by filing the necessary documents;

3.2.3 Providing the Domain Registrar with the contacts of personnel authorized by the Assignee, to be updated in the records of the Domain Registrar; and

3.2.4 Update the contact details with the DNS service providers of the Domain Names from that of the Assignor to the Assignee.

3.3 The Assignor shall provide any and assistance that may be reasonably requested by the Assignee for the purposes of amending the contract with the DNS service provider relating to the Domain Names, consequent to the transfer of the Domain Names hereunder.

3.4 **TRANSITION OF TECHNOLOGY SERVICES**

The Assignor and Assignee shall co-operate with each other and take all necessary steps (including but not limited to signing of documents) for the purpose of transition of the services in relation to the Domain Names as specified in **Annexure C** (collectively **"Transition Services"**) on or before 31 March 2023.

4. CONSIDERATION

4.1 In consideration of the transfer of Domain Names under Clause 2.1, the Assignee

shall pay to the Assignor an amount of INR 100 (Indian Rupees One Hundred only) ("**Consideration**") on the Effective Date.

4.2 The payment of Consideration by the Assignee to the Assignor shall be made to its bank account, as per the details 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 Domain Names in favour of the Assignee.

5. ADDITIONAL TERMS:

5.1 The Parties agree that, Clause 5.1 (*Representations and Warranties*), Clause 6 (*Governing Law and Dispute Resolution*), Clause 7 (*Notices*) and Clause 8 (*Miscellaneous*) under the Trademark Assignment Agreement shall apply to this Agreement, *mutatis mutandis*, as if fully set forth hereunder.

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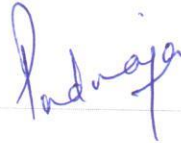
Signed and delivered for and on behalf of Protean eGov Technologies Limited

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

DOMAIN NAMES

SR. NO	Domain	Domain Registrar
1.	nsdl.com	Wildwest Domains
2.	nsdl.co.in	Endurance Digital Domain

ANNEXURE B

Retained Domain Names

SR. NO.	DOMAIN NAME
1.	nsdlaa.co.in
2.	nsdlegov-esign.com
3.	esign-nsdl.com
4.	nsdl-esign.org
5.	nsdl-esign.info
6.	nsdlegov-esign.info
7.	nsdlegov-esign.co.in
8.	nsdl-esign.org.in
9.	esign-nsdl.co.in
10.	nsdlegov-esign.org.in
11.	nsdl-esign.net
12.	nsdl-esign.co.in
13.	nsdl-esign.in
14.	esign-nsdl.in
15.	esign-nsdl.info
16.	esign-nsdl.org.in
17.	nsdlegov-esign.in
18.	nsdlegov-esign.net.in
19.	esign-nsdl.org
20.	esign-nsdl.ind.in
21.	nsdl-esign.com
22.	nsdlegov-esign.ind.in
23.	nsdlegov-esign.net
24.	esign-nsdl.net
25.	nsdlegov-esign.org
26.	nsdl-esign.net.in
27.	nsdl-esign.ind.in
28.	esign-nsdl.net.in

29.	npslite-nsdl.com
30.	cra-nsdl.com
31.	npscan-nsdl.com
32.	npscan-cra.co.in
33.	npscan-nsdl.co.in
34.	cra-nsdl.co.in
35.	nsdlgsp.co.in
36.	nsdlasp.co.in
37.	nsdlgsp.net
38.	nsdlgsp.com
39.	nsdlasp.net
40.	nsdlasp.com
41.	gstnsdl.co.in
42.	gstnsdl.com
43.	gstnsdl.net
44.	gstnsdl.net
45.	nsdlgst.com
46.	nsdlgst.net
47.	nsdl-egov.com.my
48.	nsdlegov.com.my
49.	npslite-nsdl.co.in
50.	egov-nsdl.com
51.	egov-nsdl.in
52.	egov-nsdl.org
53.	egov-nsdl.net
54.	egov-nsdl.info
55.	nsdlindia.com
56.	nas-nsdl.com
57.	egov-nsdl.co.in
58.	nsdlasplite.co.in
59.	dsc-nsdlegov.com
60.	tin-nsdl.com
61.	nsdl-asplite.co.in

Annexure C

Transition Services

The Assignor and Assignee shall co-operate and take all necessary steps for completing the transition of following services from Assignor to Assignee on or before 31 March 2023:

(a) the active directory services for domains with the Domain Names;

(b) the exchange mail service with emails ending with 'nsdl.co.in' and 'nsdl.com' that are in use;

(c) Assist in managing LAN and associated administration activities for networks being used by NSDL; and

(d) Patch management services.