

June 21, 2016

The National Stock Exchange of India Ltd
Exchange Plaza, Bandra Kurla Complex
Mumbai 400051

Bombay Stock Exchange Limited
1st floor, Rotunda Building, Dalal Street
Fort, Mumbai 400001

Dear Sir/Madam,

Sub: Tri-partite agreement with Depository & Registrar.

With reference to the above captioned subject, please note that the Company in its Board meeting held on April 04, 2016 had appointed Karvy Computershare Private Limited ("Karvy") as its new Registrar and Share Transfer Agent in place of Sharepro Service (India) Private Limited. This was communicated to the exchange vide letter dated April 06, 2016.

The Company received the confirmation for change in Registrar from Central Depository Services (India) Limited (CDSL) and National Securities Depository Limited (NSDL) on April 21, 2016 and May 02, 2016 respectively.

The Company has on June 17, 2016 received the executed and signed copy of the Tri-partite agreement entered between the Company, NSDL & Karvy dated May 03, 2016, copy of the same is enclosed.

Please further note that we have already forwarded to you the executed copy of the Tri-partite Agreement entered with CDSL on June 03 2016.

Kindly take the above agreement on record.

Thanking you,

Yours faithfully,
For Merck Limited



Jeevan Mondkar
Manager (Legal & Secretarial)
Encl : As above



Merck Limited

Registered Office
Godrej One, 8th Floor, Pirojshanagar
Eastern Express Highway, Vikhroli East
Mumbai 400079, India.
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www.merck.co.in
CIN: L99999MH1967PLC013726

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

This Tripartite Agreement made and entered into on this 03 day of Mar, 2016
at Mumbai between Merck Limited

a Company incorporated and
registered under the provisions of the Companies Act, 1956/2013 and having its Registered Office
Address : Godrej One, 8th Floor, Pirojshahagar,

Eastern Express Highway, Vikhroli East / Mumbai - 400079

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

Karvy Computershare Pvt. Ltd.

its Registrar
and Transfer Agent and having its Registered Office at : 46, Avenue 4, Street No. 1, Banjara Hill,
Hyderabad - 500 034

_____ (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 11.04.2016 for its equity shares bearing ISIN INE
199A01012 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.
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 dispatch 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 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



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- 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

Merck Limited

through its authorised representative

Name : Vikas R. Gupta

Designation : General Counsel & Company Secretary

in the presence of : Jeevan Mondkar Jeevan



SIGNED, AND DELIVERED

By the within named

Karvy Computershare Pvt. Ltd.

through its authorised representative

Name : P.A. VARGHESE

Designation : Zonal Head

in the presence of : Alka V. Shukla

[Handwritten signature]



SIGNED, AND DELIVERED

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

through its authorised representative

Name : Ms. Khilona Behera

Designation : Asst. Vice President

in the presence of : Pranab

[Handwritten signature]

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