

**CERTIFICATE AND AGREEMENT OF PERSONS RECEIVING DEPOSITED
PROPERTY UPON WITHDRAWAL IN RELATION TO THE GDRS
PURSUANT TO CONDITION 1 OF THE GDRS AND CLAUSE 3.5 OF THE
DEPOSIT AGREEMENT**

[Date]

The Bank of New York Mellon, as Depositary
101 Barclay Street
New York, New York 10286

Dear Sirs

RAM KAASHYAP INVESTMENT LIMITED

Reference is hereby made to the Deposit Agreement, dated 20 January 2012 (the "**Deposit Agreement**"), between RAM KAASHYAP INVESTMENT LIMITED (the "**Company**") and The Bank of New York Mellon, as Depositary with respect to Global Depositary Receipts ("**Regulation S GDRs**") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. We are surrendering a Regulation S GDR or Regulation S GDRs in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Property represented by such Regulation S GDRs (the "**Shares**") pursuant to Condition 1 and Clause 3.5 of the Deposit Agreement.
2. We acknowledge (or if we are acting for the account of another person, such person has confirmed to us that it acknowledges) that the Regulation S GDRs and the securities represented thereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Act**").
3. We certify (or if we are acting for the account of another person, such person has confirmed that it certifies) that either:
 - (a) we are (or it is) located outside the United States (within the meaning of Regulation S under the Act) and either:
 - (i) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Regulation S GDRs or the Shares in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Act and we are (or it is) or prior to such sale or other transfer we were (or it was) the beneficial owner of the Regulation S GDRs; or
 - (ii) we (or it) will be the beneficial owner of the Shares upon withdrawal; and accordingly, we agree (or it agrees) that, we (or it) will not offer, sell, pledge or otherwise transfer the Shares except in an offshore transaction in

accordance with Rule 903 or Rule 904 of Regulation S under the Act, in accordance with any applicable securities laws of any state or other jurisdiction of the United States;

- (b) No (i) promoter as defined in the SEBI Substantial Acquisition of Shares and Takeovers Regulations, 2011) (a “Promoter”), (ii) person acting in concert as defined in the UK Takeover Code with a Promoter or (iii) resident of India or person acting for the account or benefit of any resident of India, have acquired, directly or indirectly, the GDSs or the Shares underlying the GDSs. The GDSs and those Shares will not be deemed to form part of a Promoter’s holding or a holding of a resident of India or of a person acting for the account or benefit of a resident of India.
 - (c) Neither the GDSs nor the Shares represented thereby have been, or will be in connection herewith, offered, sold or otherwise transferred to or for the account or benefit of any ineligible investor or otherwise in violation of Indian legal or regulatory requirements.
4. If we are a broker-dealer, we further certify that we are acting for the account of our customer and that our customer has confirmed the accuracy of the representations contained in paragraph 3 hereof that are applicable to it (including the representations with respect to beneficial ownership) and if paragraph 3(a)(ii) is applicable to our customer, has confirmed that it will comply with the agreements set forth in paragraph 3(a)(ii).
5. .The undersigned hereby agrees to indemnify the Depository for and hold you harmless from any and all actions, claims and expenses which may arise out of or in connection with this Certification and Agreement.

Very truly yours

[NAME OF CERTIFYING ENTITY]

[By:
Title:]