



महाराष्ट्र MAHARASHTRA

2023

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THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT DATED APRIL 17, 2024 ENTERED INTO BETWEEN IIFL FINANCE LIMITED AND LINK INTIME INDIA PRIVATE LIMITED

जॉडपत्र - २

- 3 APR 2024

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मुद्रांक विधी नोंदवही
मुद्रांक 3593 दिनांक

वसुधादा वाळार -

इस नोंदणी करणार आहे का ? होय/नाही

मिळकतीचे धोडक्यास वर्णन -

मुद्रांक विकत घेणाऱ्याचे नांव - IIFL Finance Limited

हस्त अस्त्यास त्यांचे नांव, पत्ता व सही -
Road No. 16V, Plot No. B-23,
MIDC, Thane Industrial Area,
Wagle Estate, Thane 400604

हस्त्या पक्षकाराचे नांव -

मुद्रांक शुल्क रक्कम -

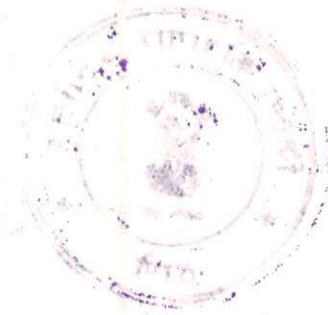
मुद्रांक विक्रेत्याची सही - (शंकर साहेबराव जादव

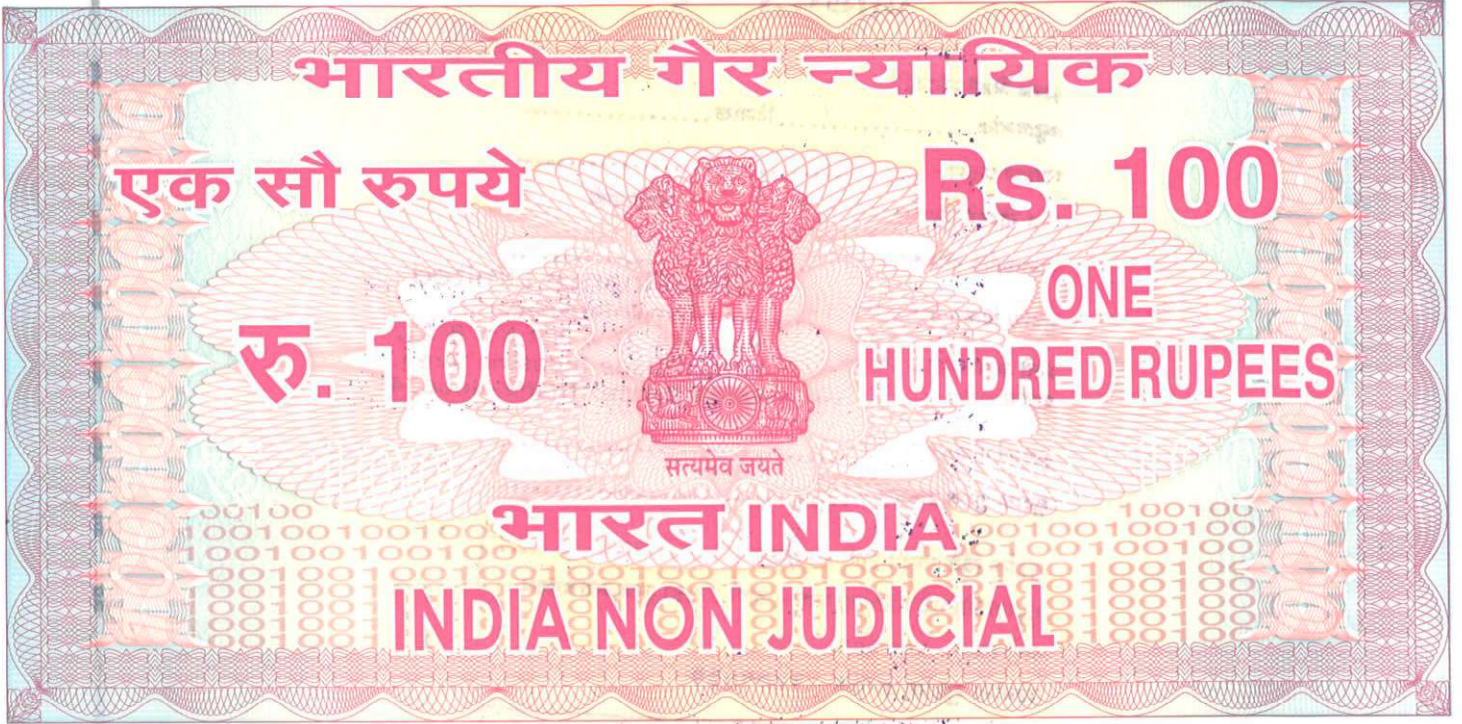
मुद्रांक विक्रीचे ठिकाण/पत्ता - ठाणे जिल्हा सत्र न्यायालय.

ठाणे (प.) - ४०० ६०९.

परसामा मुद्रांक क्रमांक - १२०१०३१

ज्या खरेदीदारांनी ज्यांनी मुद्रांक खरेदी केला त्यांनी
स्वतः कारणासाठी मुद्रांक खरेदी केल्यापासून
६ महिन्यात वापरणे बंधनकारक आहे.





महाराष्ट्र MAHARASHTRA

2023

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THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT DATED APRIL 17, 2024 ENTERED INTO BETWEEN IIFL FINANCE LIMITED AND LINK INTIME INDIA PRIVATE LIMITED

जाहपत्र - २

-3 APR 2024

मुद्रांक मिळी नोंदवही

मुद्रांक क्रमांक 3589 दिनांक

परत्या प्रकार -

परत नोंदणी करणार आहे का ? होय/नाही

अंमलदारीचे दौहक्यात कार्यालय -

IIFL Finance Limited

मुद्रांक विकत घेणाऱ्याचे नांव -

Sun-Infotech Park,

Road No. 15V, Plot No. B-23,

MIDC, Thane Industrial Area,

Wagle Estate, Thane - 400604

इसते असल्यास त्यांचे नांव,
वाच व सडी -

पुस्तका पक्षकाराचे नांव -

मुद्रांक शुल्क रक्कम -

मुद्रांक विक्रेत्याची सडी - (शंकर सहाय यादव

मुद्रांक विक्रीचे ठिकाण/पत्ता - ठाणे जिल्हा हात न्यायालय

ठाणे (प.) - 400 609.

परवाना मुद्रांक क्रमांक - 9209039

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी
त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून
अहिंसात वापरणे बंधनकारक आहे.





महाराष्ट्र MAHARASHTRA

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THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT DATED APRIL 17, 2024 ENTERED INTO BETWEEN IIFL FINANCE LIMITED AND LINK INTIME INDIA PRIVATE LIMITED

चाडपत्र - २

- 3 APR 2024

मुद्रांक विहीन नोंदवही

मुद्रांक क्रमांक 5588 दिनांक

प्रस्ताव प्रकार

इस नोंदणी करणार आहे का ? होय/नाही

दिल्ल्याकरीता योजवयाचे कार्य -

मुद्रांक विकत घेण्यासाठी नाव - IIFL Finance Limited
Sun-Infotech Park,
इसचे अद्यत्वात स्थिति नाव, Road No. 16V, Plot No. B-23,
शतक सही - MIDC, Thane Industrial Area,
Wagle Estate, Thane-400604

दिल्ल्या पदाकरिताचे नाव -

मुद्रांक शुल्क रक्कम -

मुद्रांक विक्रेत्याची सही - (शंकर रमेशदास यादव

मुद्रांक विक्रीचे ठिकाण/पत्ता - ठाणे जिल्हा सुब न्यायालय.

फोन (फ.) - 800 609.

परवाना मुद्रांक क्रमांक - 9209039

जरण करणाऱ्यांनी ज्यांनी मुद्रांक खरेदी केला त्यांनी
त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून
(अहिन्यात वापरणे बंधनकारक आहे.



REGISTRAR AGREEMENT
DATED APRIL 17, 2024
BETWEEN
IIFL FINANCE LIMITED
AND
LINK INTIME INDIA PRIVATE LIMITED

THIS REGISTRAR AGREEMENT (hereinafter referred to as the “**AGREEMENT**”, which term will include the recitals, annexures and schedules to this Agreement) is entered into on April 17, 2024, at Mumbai, by and between:

1. **IIFL FINANCE LIMITED**, a public limited company, incorporated under the Companies Act, 1956, whose registered office is situated at IIFL House, Sun Infotech Park, Road No. 16V, Plot No. B-23, Thane Industrial Area, Wagle Estate, Thane 400 604, Maharashtra, India (hereinafter referred to as the “**Company**” or “**Issuer**”), of the **FIRST PART**; **AND**
2. **LINK INTIME INDIA PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 and having its registered office at C-101, 1st Floor, 247 Park L.B.S. Marg, Vikhroli West Mumbai 400 083, Maharashtra, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Issue**”), of the **SECOND PART**.

In this Agreement, the Company and the Registrar are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A. The Company is proposing to issue fully paid-up equity shares of face value of ₹2 each (“**Rights Equity Shares**”) to its existing shareholders on a rights issue basis, as determined by the Board of Directors of the Company or a duly authorised committee thereof for an amount not exceeding ₹ 1500 crores by way of a rights issue of the Company (the “**Issue**”), in accordance with the provisions of the Companies Act, 2013, and the provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements), Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”), and other applicable statutory and / or regulatory requirements to holders of the Equity Shares as of the record date determined by the Company (“**Eligible Equity Shareholders**”).
- B. The Board of Directors of the Company authorised the Issue pursuant to a resolution dated March 13, 2024.
- C. The Company has approached Ambit Private Limited and Motilal Oswal Investment Advisors Limited to act as Lead Managers to the Issue (the “**Lead Managers**”) on such terms and conditions as may be agreed with them.
- D. The Company, subject to receipt of requisite approvals, is in the process of filing a letter of offer (the “**Letter of Offer**”) with the Securities & Exchange Board of India (“**SEBI**”), BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**” together with BSE, the “**Stock Exchanges**”), in relation to the Issue.
- E. In terms of Regulation 69(7) of the SEBI ICDR Regulations, the Company is required to appoint a registrar to the Issue who has connectivity with all depositories in connection with the Issue.
- F. The Company has approached the Registrar to act as the registrar to the Issue and to perform attendant activities and functions in connection therewith, in accordance with the terms and conditions detailed in this Agreement and in the manner as required under the various rules, regulations and notifications, as applicable and notified by SEBI.
- G. The Registrar is registered with SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (“**SEBI RTA Regulations**”) and has a valid and subsisting registration (no.INR000004058) to act as a registrar to the Issue (the activities pertaining to it acting as the registrar to the Issue are hereinafter collectively referred to as the “**Assignments**” and includes all responsibilities required to be discharged by the registrar to the Issue, including those prescribed by SEBI) and the Registrar has accepted the Assignments as per the terms and conditions detailed in this Agreement. The Securities Issue Committee of the Board of Directors by its resolution dated April 16, 2024 has approved the appointment of Link Intime India Private Limited as the Registrar to the Issue in accordance with the terms and conditions detailed in this Agreement.

H. In terms of Regulation 9A(1)(b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the Company inter-alia to define the allocation of duties and responsibilities between the Registrar and the Company and in pursuance of the same and based on the confirmations set out herein, the Parties have entered into an agreement being these presents.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

DEFINITIONS AND INTERPRETATIONS

In this Agreement (including the recitals above), except where the context otherwise requires, the following words and expressions shall mean the following.

All capitalised terms not specifically defined herein shall have the same meanings assigned to such terms in the Letter of Offer, in relation to the Issue, including any amendments, addendums or corrigenda issued thereto, to be filed with the SEBI and the Stock Exchanges or any other regulatory authorities, as may be applicable, in relation to the Issue. In the event of any inconsistencies or discrepancies, the definitions in the Issue Documents shall prevail:

“**Abridged Letter of Offer**” shall mean the abridged letter of offer to be sent to the Eligible Equity Shareholders of the Company with respect to the Issue in accordance with the provisions of the SEBI ICDR Regulations and the Companies Act;

“**Agreement**” shall mean this registrar agreement dated April 17, 2024, 2024 entered into between the Company and the Registrar;

“**Allotment**” shall mean allotment of Rights Equity Shares pursuant to the Issue;

“**Applicant**” or “**Investor**” shall mean Eligible Equity Shareholder(s) and/or Renounee(s) who are entitled to make an application for the Rights Equity Shares pursuant to the Issue in terms of the Letter of Offer, including an ASBA Investor;

“**Application**” shall mean application made through submission of the Application Form or plain paper application to the Designated Branch(es) of the SCSBs or online/ electronic application through the website of the SCSBs (if made available by such SCSBs) under the ASBA process, to subscribe to the Rights Equity Shares at the Issue Price;

“**Application Form**” shall mean unless the context otherwise requires, an application form used by an Applicant to make an application for the Allotment of Rights Equity Shares in this Issue;

“**Assignment**” shall have the meaning ascribed to it in Recital F of this Agreement;

“**ASBA**” or “**Application Supported by Blocked Amount**” shall mean an Application (whether physical or electronic) used by Applicant(s) to make an application authorising the SCSB to block the Application Money in a specified bank account maintained with the SCSB;

“**ASBA Investor**” shall mean Eligible Equity Shareholder(s) who make an application to subscribe to the Issue through ASBA process and who (i) hold Equity Shares in dematerialised form as on the Record Date; (ii) have not renounced their Rights Entitlements in full or in part; and (iii) are not Renounees;

“**Company**” or “**Issuer**” shall mean IIFL Finance Limited;

“**Basis of Allotment**” shall mean the basis on which the Rights Equity Shares will be Allotted to successful applicants in consultation with the Designated Stock Exchange in the Issue;

“**Board of Directors**” shall mean the board of directors of the Company or a duly constituted committee thereof;

“**BSE**” shall have the meaning ascribed to it in Recital D of this Agreement;

“**CDSL**” shall mean the Central Depository Services (India) Limited;

“**Companies Act**” shall mean the Companies Act, 2013, along with the relevant rules, regulations, clarifications, circulars and notifications made there under, as amended;

“**Confidential Information**” shall mean any and all non-public information disclosed by the Company or the Lead Managers to the Registrar in any form or manner, verbal or written or electronically or by any other media or perceived by the Registrar by any means or otherwise, including by not limited to, the Company’s technical or business, information, non-public financial statements, unpublished price sensitive information, business activities, products, software, hardware, intellectual properties. It shall also include information regarding the execution and existence of this Agreement and the terms hereof and any information concerning the Agreement, whether furnished before or after the date of this Agreement, whether written or oral, together with materials, models, data, documentation, processes, procedures, sales and marketing techniques, and development plans, business models and business forecasts, information related to customer, vendors, employees, pricing policies, advertising strategies, analyses, compilations, studies, report, opinions or other documents, prepared internally or by any agent or adviser, including, without limitation, attorney, accountant, consultant, banker, financial adviser and any representative of the Company, that contain or otherwise reflect any information relating to the Agreement and personally identifiable information of any natural person. For abundant clarification, Confidential Information shall include any and all information whether written, electronic or verbal, which is not generally known to the public, and which has or could have commercial value to the Company’s business. It includes not only information disclosed by the Company during the discussions, negotiations but also information developed or learned by the Registrar during the course of the purpose, whether or not indicated as confidential by the Company. It will not include any information which is disclosed in the Letter of Offer;

“**Designated Stock Exchange**” shall mean the designated stock exchange as chosen by the Company in terms of the SEBI ICDR Regulations;

“**Data Protection Legislation**” shall mean the legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation) the Information Technology Act, 2000, as amended, including the Privacy Rules and any other applicable rules framed thereunder;

“**DP**” shall mean depository participant as defined under the Depositories Act, 1996;

“**DP ID**” shall mean depository participant identity;

“**Eligible Equity Shareholder(s)**” shall mean the holder(s) of the existing Equity Shares of the Company as on the Record Date;

“**Equity Shares**” shall mean the equity shares of face value ₹2 each of the Company;

“**Equity Shareholders**” shall mean holder(s) of the Equity Shares of the Company;

“**Escrow Collection Banks**” shall mean banks as specified in the Letter of Offer;

“**FPI**” shall mean a foreign portfolio investor as defined under the SEBI FPI Regulations;

“**Issue Closing Date**” shall mean the date of closing of the Issue as determined and disclosed in the Letter of Offer;

“**Issue Opening Date**” shall mean the date of opening of the Issue as determined and disclosed in the Letter of Offer;

“**Lead Managers**” shall have the meaning ascribed to it in Recital C of this Agreement;

“**Letter of Offer**” shall have the meaning ascribed to it in Recital D of this Agreement;

“**NRI**” shall mean person resident outside India, who is a citizen of India and shall have the meaning ascribed to such term in the Foreign Exchange Management (Deposit) Regulations, 2016;

“**NSDL**” shall mean the National Securities Depository Limited;

“**NSE**” shall have the meaning ascribed to it in Recital D of this Agreement;

“**OCB**” shall mean a bank, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date had taken benefits under the general permission granted to OCBs under FEMA;

“**PAN**” shall mean permanent account number;

“**Personal Data**” shall have the meaning ascribed to it under the Privacy Rules;

“**Privacy Rules**” shall mean Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended;

“**Promoter(s)**” shall mean shall mean the promoters of the Company as determined in accordance with Regulation 2(1)(oo) of the SEBI ICDR Regulations, and , as described in the Letter of Offer;

“**Promoter Group**” shall mean the promoter group of the Company as determined in accordance with Regulation 2(1)(pp) of the SEBI ICDR Regulations and as described in the Letter of Offer;

“**RBI**” shall mean the Reserve Bank of India;

“**Record Date**” shall mean the designated date for determining the Equity Shareholders eligible for the Rights Equity Shares in the Issue;

“**Registrar**” shall mean Link Intime India Private Limited;

“**Renouncee(s)**” shall mean person(s) who has/have acquired Rights Entitlements from Eligible Equity Shareholders on renunciation;

“**Rights Entitlements**” shall mean the number of Rights Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by the Eligible Equity Shareholder on the Record Date;

“**Rights Entitlement Letter**” shall mean the letter which includes details of Rights Entitlements of the Eligible Equity Shareholders. The Rights Entitlements are also accessible on the website of the Company;

“**Rights Equity Shares**” shall mean the Equity Shares of the Company to be allotted pursuant to the Issue;

“**SEBI RTA Regulations**” shall have the meaning ascribed to it in Recital G of this Agreement;

“**SCSB**” shall mean a self-certified syndicate bank registered with SEBI, which acts as a banker to the Issue and which offers the facility of ASBA. A list of all SCSBs is available at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34> ;

“**SEBI**” shall mean Securities and Exchange Board of India;

“**SEBI FPI Regulations**” shall mean Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended;

“**SEBI ICDR Regulations**” shall mean Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended;

“**SEBI Listing Regulations**” shall mean Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended; and

“**Stock Exchanges**” shall have the meaning ascribed to it in Recital B of this Agreement.

INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) words denoting the singular number shall include the plural and vice versa;
- (b) words denoting a person shall include an individual, corporation, bank, partnership, trust or other entity;
- (c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- (d) references to the word “include” or “including” shall be construed without limitation;
- (e) references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;
- (f) references to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
- (g) a reference to an article, clause, section, paragraph or annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or annexure of this Agreement;
- (h) unless otherwise defined, reference to the word ‘days’ shall mean calendar days;
- (i) capitalised terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Letter of Offer;
- (j) the recitals are included for descriptive purposes only, are not legally binding and shall be ignored for the purposes of interpretation;
- (k) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (l) the recitals, schedules and annexure hereto shall constitute an integral part of this Agreement; and
- (m) time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

NOW, THEREFORE, the Company and the Registrar do hereby agree as follows:

1. The Company hereby appoints Link Intime India Private Limited as the Registrar to the Issue and Link Intime India Private Limited accepts such appointment by accepting the terms of its appointment and signing this Agreement.
2. The Registrar hereby undertakes to perform and fulfill the Assignments, as described herein, including all such works which are not specifically mentioned herein but are reasonably implied for completion of the

Assignment, and to provide such other functions, duties, obligations and services as mentioned herein and are required in accordance with applicable laws (including the rules, regulations, directions and circulars prescribed by SEBI and by-laws of the Stock Exchanges) (the “**Applicable Laws**”) in respect of the Issue. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignments are performed in a professional and timely manner in compliance with Applicable Laws, and such functions, duties, obligations and services as required under the terms of this Agreement.

3. Each Party hereby represents, warrants, undertakes and covenants to the other that:
 - a. this Agreement constitutes a valid, legal and binding obligation on its part and is enforceable against it in accordance with the terms hereof; and
 - b. the execution, delivery and performance of this Agreement and any other document related hereto by it has been duly authorized and do not and will not contravene any provisions of, or constitute a default under (a) any law, regulation, judgement, decree or order of any governmental authority, (b) its organizational documents, or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it or any of its assets.
4. The Registrar represents, warrants, declares and undertakes that:
 - a. It is duly incorporated and validly exists under applicable laws. It has obtained a certificate of permanent registration dated July 15, 2014, bearing registration no. INR000004058 from SEBI and the certificate is valid permanently from July 15, 2014, unless suspended or cancelled by SEBI (the “**Certificate**”). The Registrar shall ensure that the Certificate shall remain valid and in force during all times until the completion of the Assignments and during the validity of this Agreement, including by taking prompt steps for its renewal or re-application, if required, at all times until the completion of the Assignments. The Registrar will keep the Company and the Lead Managers informed in writing on an immediate basis if its registration with SEBI is cancelled, revoked, suspended or withheld or if any orders are passed restricting it from carrying out the Assignments or if it is prohibited or restricted from performing the Assignments and activities mentioned in this Agreement by any regulatory, statutory, quasi-judicial, governmental, administrative or judicial authority. A copy of the registration certificate is attached as **Schedule I** hereto.
 - b. It shall keep and maintain books of accounts and other records and documents as specified in Regulations 14 and 15 of the SEBI RTA Regulations, for a period of eight years from the date of listing and commencement of trading of the Rights Equity Shares pursuant to the Issue or such longer period as may be prescribed under applicable law.
 - c. It is not an associate and shall not be deemed to be an associate of the Company for the purposes of the SEBI RTA Regulations.
 - d. It has a clean track record and no penalty has been imposed on it by SEBI in the past. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been initiated against it by SEBI or any other statutory, regulatory, quasi-judicial, governmental, administrative, judicial or supervisory authority, or court/tribunal and that it is not suspended, debarred or prohibited from carrying on its activities as a 'Registrar to the Issue' by SEBI or any other regulatory, statutory, quasi-judicial, governmental, administrative, judicial authority, including the activities in relation to the Assignments. No orders have been passed restricting the Registrar from carrying out the Assignments, In case any prohibitory orders are passed restricting it from carrying out the Assignments or if its registration is cancelled/suspended or withheld for any regulatory or other reasons, it agrees to immediately inform the Company and the Lead Managers of the same in writing on an immediate basis and cooperate and endeavor to establish alternate arrangements, as may be necessary for carrying out the Assignment and to complete the Issue as per the mandated regulatory timelines (at no extra cost) including but not limited to transfer of the Issue related data and files to such replacement registrar as specified by the Lead Managers in consultation with the Company. In the event, (i) the Company,

its affiliates, advisors, its successors and its directors, officers, employees and agents (collectively, along with the Company, the “**Company Indemnified Parties**”), and/or (ii) the Lead Managers or any of their respective affiliates and each of their respective management, promoters, directors, officers, employees, advisors, representatives, successors, permitted assigns and agents and each other person, if any, controlling the Lead Managers or their respective affiliates (collectively, along with the Lead Managers, the “**Lead Managers Indemnified Parties**”) incur any loss due to such inability of the Registrar to carry on the Assignments, the Registrar shall indemnify the Company Indemnified Parties, and/or the Lead Managers Indemnified Parties, severally and not jointly, as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity (as defined below).

- e. It shall perform the Assignments and its duties with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the SEBI RTA Regulations and the applicable rules, regulations and guidelines, circulars, directions and notifications issued by SEBI, from time to time, including the SEBI ICDR Regulations and the SEBI Listing Regulations and any other applicable rules and regulations and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the Lead Managers and any other persons in relation to the Issue, including other intermediaries and the Investors who apply for the Rights Equity Shares pursuant to the Issue, and that it will not take up any activity which is likely to be in conflict with its own interests, interests of the Company, Company’s shareholders, the Lead Managers, any other person in relation to the Issue including any other intermediary and Investors or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI or other regulatory authorities, from time to time, or any other applicable law.
- f. It shall carry out the Assignments and complete all the formalities accurately, diligently with due care and caution and within the stipulated time limits as per the relevant statutes, circulars, notifications, guidelines/ regulations issued by SEBI including, the SEBI ICDR Regulations and bye laws of the Stock Exchanges and other applicable laws. The Registrar shall immediately notify in writing the Company and the Lead Managers about any errors, delays, or anticipated delays, omissions in completion of any of the formalities in relation to the performance of the Assignments.
- g. It shall make adequate disclosures in writing to the Company and the Lead Managers of any existing and/or potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased services.
- h. It shall deploy the persons/officers who are well versed with the process involved in respect of the Assignments and having necessary expertise and skills for the purposes of rendering services and it shall duly comply with all the statutory requirements of the applicable laws, rules and regulations including but not limited to regulations and rules framed by SEBI and the Stock Exchanges and for redressal of Investor grievances. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignments and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by it. The Registrar shall also immediately notify the Company and the Lead Managers in writing of any delays, anticipated delays, errors or omissions committed while completing any of the formalities in connection with the performance of the Assignment and other services indicated herein, which could not be prevented and/or any corrective action taken thereto, and shall indemnify the Company Indemnified Parties and the Lead Managers Indemnified Parties for any losses caused due to such error or delays, if such error or delays are caused solely by the acts/actions of the Registrar. The address of communication shall be the same as mentioned in Clause 40 hereof.
- i. It shall co-operate and comply with any instructions of the Company and the Lead Managers in respect of the Issue.
- j. It is a ‘fit and proper person’ as per the criteria specified in Schedule II of Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.

- k. It has the required infrastructure, facilities, qualified personnel, capacity, capability, back up data maintenance, disaster recovery systems, expertise and the net worth as stipulated in the SEBI RTA Regulations to honour its obligations and liabilities under this Agreement and Assignments. It has provided the details of such infrastructure required to manage the Issue to the Company and the Lead Managers at least 10 days prior to the date of filing the Letter of Offer with the Stock Exchanges.
- l. Registrar shall be fully responsible for system failure, breakdown, fault or non-operationalisation in the manner required under applicable laws. Without prejudice to the generality of the foregoing, the Registrar shall be solely responsible and liable for the acts or omissions of or any failure, negligence, deficiency or errors in relation to the Application Forms and the payment gateway service provider engaged by the Registrar.
- m. It is not subject to and is not likely to be subject of any litigation that may prevent it, or injunction or order of, any court or regulatory, statutory, judicial, quasi-judicial and/or administrative authority that seeks to prevent it from entering into this Agreement or performing the Assignments in any manner or acting as the registrar in relation to any offering by a bank including the Issue. It shall immediately notify the Company and the Lead Managers in writing of any such litigation or injunction or order of any court of regulatory authority.
- n. It shall keep the Company and the Lead Managers fully informed about the progress with regard to any legal action initiated against it and/or any of its group entity by any regulator or any government authority from time to time. It shall also immediately inform the Company and the Lead Managers in writing in case of any change in its constitution or status.
- o. It has connectivity with the depositories, namely, NSDL and CDSL (collectively, the “**Depositories**”).
- p. There are no show-cause notices received by it or any pending investigation or inquiries against it, the outcome of which may affect the Registrar’s ability to perform the Assignments and/or its duties under this Agreement.
- q. This Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with its terms. The execution, delivery and performance of this Agreement and the Assignments by the Registrar does not violate, or constitute a breach of its constitutional documents, any law, regulation, order of any court or tribunal or any agreement, deed or undertaking entered into by the Registrar.
- r. It shall ensure that demographic details provided by the Investors or obtained in relation to the Investors shall not be used by it for any purpose other than in relation to the Issue.
- s. It is not an associate of the Company in accordance with the SEBI RTA Regulations or any other applicable laws.
- t. In the event the Registrar is unable to continue to act as a Registrar to the Issue, at any point of time, due to any order, injunction direction of any statutory or regulatory or judicial authority, it shall immediately inform the Company and Lead Managers in writing and take steps, in consultation with and as per the direction of the Company and Lead Managers and provide full co-operation in this regard, for a smooth transition of the securities data, to the extent applicable, held by the Registrar in relation to the Issue and the Rights Equity Shares (at no cost to the Company for such transition) to another registrar as may be appointed by the Company.
- u. It has duly appointed an officer who shall be responsible for monitoring the compliance with the Securities and Exchange Board of India Act, 1992 and other rules and regulations, notifications,

guidelines, instructions, circulars etc. issued by SEBI or the Central Government and for redressal of investor grievances.

- v. It has formulated and implemented a comprehensive policy framework approved by its board of directors and is in compliance with the requirements of the SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023, and various other circulars issued by SEBI from time to time, to the extent applicable.
 - w. It shall comply with the Data Protection Legislation while performing its obligations under this Agreement.
5. The Company hereby confirms that relying on the declarations and undertakings of the Registrar under Clause 4 above it has satisfied itself of the capability of the Registrar to perform and fulfil its duties, obligations and functions under this Agreement.
 6. The Company hereby declares that it has complied with and agrees to comply with all statutory formalities under the Companies Act, the SEBI ICDR Regulations and other applicable laws, legislations, rules, regulations, circulars and guidelines to enable it to undertake the Issue. The Company also agrees that it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any of the applicable legislations, rules, regulations, circulars and guidelines issued by SEBI and/or any other statutory or regulatory authorities. If the Registrar receives any instructions under this Agreement, which are not in conformity with the applicable laws, the Registrar shall immediately notify the Company and the Lead Managers in writing about such instructions pursuant to which the Company or the Lead Managers, as applicable, will be free to withdraw/ modify or clarify such instructions, if required.
 7. The Company and the Registrar agree to perform their respective functions, duties and obligations pertaining to the Assignments in respect of each activity as specified in the **Schedule II** hereto which is indicative and not exhaustive and conforms to the requirement of entering into a legally binding agreement in accordance with the SEBI ICDR Regulations, and the SEBI RTA Regulations. The Company and the Registrar, in consultation with the Lead Managers, may include further activities as agreed upon by the Company and the Registrar. Further, the Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the Letter of Offer, Abridged Letter of Offer, Application forms, Rights Entitlement Letter including any respective supplements, corrigenda or amendments (the “**Issue Documents**”) and any other agreements entered into in relation to the Issue.
 8. The Registrar also undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity in the format set out in **Schedule III (“Letter of Indemnity”)** to the Lead Managers to indemnify the Lead Managers Indemnified Parties. The Registrar acknowledges and unconditionally and irrevocably agrees that all obligations of the Registrar mentioned in this Agreement shall apply to the Letter of Indemnity and entering into this Agreement for performing its duties and responsibilities is sufficient consideration for the letter of indemnity to be issued in favor of the Lead Managers. In the event of any conflict between the terms and conditions of the Letter of Indemnity and this Agreement, the terms of the Letter of Indemnity shall prevail to the extent it relates to Lead Managers to the Issue.
 9. The Registrar hereby consents to the inclusion of its name (along with its logo) as the Registrar to the Issue in all such documents as are required for the Issue. Further, the Registrar will do all such activities as may be incidental to discharge its obligations under this Agreement at no additional cost to the Company.
 10. Without prejudice to the above, the Registrar’s Assignments shall inter-alia include, among other functions which maybe indicated to it from time to time:
 - a. coordinating with NSDL and CDSL for various Issue related activities, as maybe required;
 - b. providing the Company and the Lead Managers with the pre-Issue shareholding of the Company in accordance with the SEBI Listing Regulations as on the Record Date;

- c. preparing and providing the list of shareholders of the Company as on the Record Date to the Company and the Lead Managers within one calendar day of the Record Date with complete details of the Eligible Equity Shareholders including but not limited to:
- i. Client ID;
 - ii. DP ID;
 - iii. Folio number (in case of Equity Shares held by Shareholders in physical format);
 - iv. Demat account details;
 - v. Name of the shareholder (including joint holding, if any);
 - vi. Shareholder category (Individual / Corporate / FPI / NRI / OCB etc.);
 - vii. Shareholding as on Record Date;
 - viii. Rights Entitlement;
 - ix. Address of the Eligible Equity Shareholder (including secondary address, where such shareholder is situated outside of India); and
 - x. Company details of the Eligible Equity Shareholder registered with the DP;

All details contained in (i) to (x) above shall also be provided separately for the Promoter/Promoter Group entities enumerated in the Letter of Offer as on the Record Date within one calendar day of the Record Date. Further, for non-resident shareholders whose address is in the United States of America, the Registrar shall provide the Lead Managers with all details specified in (i) to (x) above separately and within two calendar days of the Record Date.

- d. calculation of Rights Entitlements and fractional entitlement for each shareholder of the Company as on the Record Date;
- e. providing inputs for finalizing the Escrow Collection Bank(s) and assisting the Lead Managers on finalization of collection centres of the Escrow Collection Bank(s);
- f. reviewing the terms of the Issue procedure related sections in the Issue Documents and providing inputs on the same;
- g. drafting of Rights Entitlement Letter and dispatch of the same to Eligible Equity Shareholders along with Application Form and Abridged Letter of Offer and coordinating printing of the same, if required;
- h. verifying demat account details provided by the Eligible Equity Shareholders holding Equity Shares in physical form through PAN, client master sheet, etc.;
- i. assisting the Company in obtaining a separate ISIN for Rights Entitlement, crediting the Rights Entitlement to the demat accounts of the Eligible Equity Shareholders (with respect to the Equity Shares held by such Eligible Equity Shareholder in dematerialised form) well in advance of the Issue Opening Date, against the Equity Shares held by them as on the Record Date in terms of the SEBI Listing Regulations and other Applicable Laws. The Registrar shall ensure that the ISIN of Rights Entitlement shall be kept frozen (for debit) in the depository system till the Issue Opening Date;

- j. coordinating with the concerned depository and ensuring that the number of Rights Entitlements / Rights Equity Shares Allotted to each category of Applicants is correct in all respects and taking necessary steps as prescribed by the depositories for cancellation/extinguishment of ISIN of Right Entitlements, if required at the appropriate time;
- k. prior to the Issue Opening Date, crediting the Rights Entitlements to (i) the demat accounts of the Eligible Equity Shareholders holding the Equity Shares in dematerialised form; and (ii) the demat suspense escrow account opened by the Company, for the Eligible Shareholders which would comprise Rights Entitlements relating to (a) Equity Shares held in a demat suspense account pursuant to Regulation 39 of the SEBI Listing Regulations; or (b) Equity Shares held in the account of IEPF authority; or (c) the demat accounts of the Eligible Shareholder which are frozen or details of which are unavailable with the Company or with the Registrar on the Record Date; or (d) Equity Shares held by Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date where details of demat accounts are not provided by Eligible Shareholders to the Company or Registrar; or (e) credit of the Rights Entitlements returned/reversed/failed; or (f) the ownership of the Equity Shares currently under dispute, including any court proceedings, and an intimation should be sent to such Eligible Shareholder by the Registrar;
- l. carrying out due procedures in relation to processing of multiple Applications as provided in the Issue Documents;
- m. making best efforts in procuring demat account details of shareholders holding Equity Share as on Record Date such that these details are available not later than 2 working days prior to the Issue Closing Date;
- n. crediting, their Rights Entitlement to the demat account provided by the Eligible Equity Shareholders holding Equity Shares in physical mode, as soon as practicable and in compliance with the applicable laws;
- o. hosting of the Application Form on its website along with the details with respect to Rights Entitlements and in such a manner that the Investors should be able to check their respective entitlements on such website, by keying their details, after adequate security controls to ensure that Investors' information is made available only to the particular Investor;
- p. assisting in various corporate actions as well as trading applications as may be required including credit of Rights Entitlements before the Issue Opening Date, credit of Rights Equity Shares to be issued pursuant to the Issue and coordinating with the Stock Exchanges to get renunciation data;
- q. submitting details of total Rights Entitlement credited to the Eligible Equity Shareholders to the Company and the Lead Managers immediately after completing the corporate action for the same and not later than 3 working days prior to Issue Opening Date;
- r. the details with respect to Rights Entitlement shall be made available on the website of the Registrar and the Investors shall be able to check their respective entitlements on the website of the Registrar by keying their details, after adequate security controls to ensure that Investors' information is made available only to the particular Investor;
- s. assisting (including verification) the Company and the Lead Managers, as the case may be, in (a) preparation of frequently asked questions, (b) providing an online dedicated Investor helpdesk for guidance on the Application process and resolution of difficulties faced by the Investors including replying to Investor queries on the process, (c) updation of Indian address/ email address/ mobile number of Eligible Equity Shareholders of the Company, (d) updation of demat account details by Eligible Equity Shareholders holding shares in physical form, (e) submission of self-attested PAN, client master sheet and demat account details by non-resident Eligible Equity Shareholders;

- t. coordinating with the Depositories to suspend the ISIN of Rights Entitlement for transfers, from Issue Closing Date;
- u. the Registrar shall ensure that the Rights Entitlement against which Applications are not received, shall be lapsed after closure of the Issue;
- v. ensuring that once Allotment is completed, the ISIN for Rights Entitlement shall be permanently deactivated in the depository system by the Depositories;
- w. opening appropriate demat escrow suspense accounts and ensuring same is done before the Record Date;
- x. determining the shareholders who have valid email addresses to whom issue materials can be sent and the list of shareholders to whom dispatch of Issue materials needs to be sent through email, and the list of the shareholders to whom dispatch of issue materials needs to be sent through ordinary post as communicated by the Company and as required under applicable laws;
- y. reviewing and commenting on the contents of the Application Form, Abridged Letter of Offer, Rights Entitlement Letter and dispatch, electronically and as required by the Company or Lead Managers, of them to the Eligible Equity Shareholders. The Registrar shall also upload the Letter of Offer, Abridged Letter of Offer, Application Form and details of Rights Entitlements on its website.

However, the Registrar shall send Applications, Rights Entitlement Letter and Abridged Letter of Offer only to the email addresses of the Eligible Equity Shareholders who have provided their Indian addresses or through such other modes as may be communicated by the Company to the Registrar and shall not dispatch any such documents to any Eligible Equity Shareholders whose addresses are outside of India; The Registrar will send the Letter of Offer, through email, to the Eligible Equity Shareholders who have provided their Indian addresses to the Company or who are located in jurisdictions where the offer and sale of the Rights Equity Shares is permitted under laws of such jurisdictions and in each case who make a request in this regard.

- z. ensuring dispatch of all issue materials whether electronically or physically (through ordinary post as may be required by the Company) is completed within the timelines prescribed under SEBI ICDR Regulations and Applicable Laws, which is at least three days prior to the Issue Opening Date;
- aa. issuing timely dispatch confirmation immediately after completion of dispatch to the Company and the Lead Managers to enable publishing and upload of the dispatch advertisement under Regulation 84 of the SEBI ICDR Regulations. Further, the Registrar shall also upload such advertisements in connection with the Issue on its website;
- bb. ensure timely preparation and publication dispatch and issue of confirmation thereto in connection with the post-Issue advertisements in accordance with Regulation 92 of the SEBI ICDR Regulations within 10 days of completion of various activities as specified under such regulation, and Applicable Laws;
- cc. providing the Company and the Lead Managers with the pre-Issue, Issue and Post Issue shareholding of the Company and other documents in relation to listing applications to be made to the Stock Exchanges, in the format specified under the SEBI Listing Regulations and as may be required;
- dd. providing detailed instructions to the Banker(s) to the Issue and SCSBs, including the format and timeline for receipt of information in relation to the Issue, at least 3 working days before the Issue Opening Date;
- ee. keeping a proper record of Applications and Application Money received from Eligible Equity Shareholders and Renouncees and paid to Escrow Collection Bank to the Issue, as provided in the

bank schedule and reporting the amount of Application Forms collected, monies received from the Applicants and the amount deposited in the Escrow Account opened for the purposes of the Issue as may be agreed between the Company, the Lead Managers, and the Registrar, on a daily basis at the end of the Issue to the Company and the Lead Managers;

- ff. Deleting the electronic ASBA application data in respect of ASBAs which have been withdrawn before the Issue Closing Date;
- gg. providing the split between Eligible Equity Shareholders and Renounees in relation to the Rights Equity Shares applied for as part of their respective Rights Entitlement and additional Rights Equity Shares applied for, after the Issue Closing Date in the following format:

| Category | Shares applied for | | Rights Entitlement Additionally Purchased |
|------------------------------|--------------------|------------|--|
| | Rights Entitlement | Additional | |
| Eligible Equity Shareholders | | | |
| Renounees | | | |

- hh. providing daily collection figures in Rupees and the number of Rights Equity Shares applied for;
- ii. ensuring that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, circulars issued by the Stock Exchanges, guidelines and notifications and as specified in the Issue Documents;
- jj. processing Application Forms for preparation of the Basis of Allotment and getting the same approved by the concerned Stock Exchange;
- kk. drawing up a list of all technical rejection cases (including rejection for applications made through ASBA mode or any other method which may be notified by SEBI) in accordance with the Terms of the Issue section enumerated in the Letter of Offer and keeping the same ready for verification by the Company / Lead Managers no later than five calendar days from the Issue Closing Date;
- ll. providing correct data and all required schedules no later than five calendar days from the Issue Closing Date to the Company and the Lead Managers to enable the Company to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect Applications, in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;
- mm. after reconciliation of valid Applications through ASBA process or through any other method which may be notified by SEBI, funds blocked/ received in escrow account and Rights Entitlements demat holding list, the Registrar shall finalise allocation of Rights Equity Shares offered through the Issue;
- nn. preparing a list of allottees entitled to Rights Equity Shares in consultation with the Company and the Lead Managers, post communication of the Basis of Allotment by the Company and preparing the intimation cum refund advice, in consultation with the Company and Lead Managers;
- oo. ensuring that correct credit of Rights Equity Shares to respective demat accounts of the Allottees or in the demat escrow account with respect to shareholders of the Company holding shares in physical form and who have not provided details of their demat account during the Issue Period, as specified in the Letter of Offer and as required under Applicable Laws and to receive the confirmation of credit of the Rights Equity Shares to the demat accounts of the Allottees and to the demat escrow account from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange to be appointed in connection with the Issue and confirm all formalities are completed;

- pp. obtaining demographic details of all Applicants from Depositories;
- qq. obtaining details of holders of Rights Entitlements as on Issue Closing Date, from the Depositories;
- rr. Upon finalization of the Basis of Allotment, the Registrar shall, in consultation with the Lead Managers, provide the following details to the controlling branch of each SCSB and the Escrow Collection Bank(s), in an accurate manner along with instructions to unblock the relevant bank accounts and transfer the requisite money to the separate bank account maintained by the Company in a scheduled bank as per the provisions of the SEBI ICDR Regulations within the timelines specified in the ASBA process:
 - i. Number of Right Equity Shares to be allotted against each valid ASBA;
 - ii. Amount to be transferred from the relevant bank account to the separate bank account maintained by the Company in a scheduled bank as per the provisions of the SEBI ICDR Regulations, for each valid ASBA against which Allotment would be made, and the date by which such amounts are to be transferred, after satisfying the Designated Stock Exchange about receipt of the minimum subscription; and
 - iii. Details of the rejected ASBAs, if any, along with reasons for rejection and details of the withdrawn ASBAs, if any, to enable the SCSBs to unblock the relevant bank accounts.
- ss. the Registrar shall credit the shares to the respective demat accounts of the Applicants based on Basis of Allotment approved by the Designated Stock Exchange and shall issue instructions to unblock bank accounts/ send refund intimation wherever necessary;
- tt. crediting Rights Equity Shares to the allottee's demat accounts or demat escrow account opened by the Company for within the time frame indicated in the Letter of Offer;
- uu. replying to queries from Applicants on the Application Form and on the method of application provided that any written advice from the Registrar to the Applicants shall be subject to the prior written intimation to the Lead Managers and the Company. However, if the Registrar receives any request for advice related to the Issue from Eligible Equity Shareholders having return addresses situated in the United States of America, the Registrar shall duly forward the requests to the Company and Lead Managers and shall not be responsible for dispatch of advice to such Eligible Equity Shareholders;
- vv. collection and verification of any regulatory approval, including approval from the Reserve Company of India, submitted along with an Application;
- ww. Ensuring that all investor complaints received are suitably addressed on priority basis;
- xx. ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Rights Equity Shares are proposed to be listed, are taken within the timelines as notified by SEBI;
- yy. ensuring that Allotment made is correct and timely uploading of the correct file in the depository system;
- zz. providing / specifying the format to the SCSBs in which information in relation to ASBA is required;
- aaa. dispatch of letters of Allotment / Allotment Advice / refund intimation or other permissible means to communication Allotment and refund details in timely manner;
- bbb. uploading the data of Allottees;

- ccc. issuing duplicate refund intimations if required (after obtaining suitable indemnity bonds), revalidation of refund orders/intimations and reconciliation of refund orders/intimations, subject to the Company's approval;
- ddd. processing the rejected cases as per the procedure finalized with the Company or as mentioned in the Letter of Offer;
- eee. intimating to SCSBs and/or Banker(s) to the Issue, before the Issue Opening Date, the Issue Opening Date and the Issue Closing Date;
- fff. coordinating with SCSBs for submission of final certificates and Escrow Collection Bank for provisional and final certificate, after taking into account rectifications, if any;
- ggg. maintaining record of returned mail showing details of contents of the letter, details of refund intimations, date of dispatch, date of return and reasons for being returned;
- hhh. ensuring that a proper grievance handling mechanism is in place at its office during the Issue period and after the Issue Closing Date, in accordance with Applicable Laws. Further, maintaining a complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which complaint is disposed of. Complaints received through SEBI, if any, shall also be recorded in the complaints register in addition to the complaints received directly;
- iii. maintaining such other records in accordance with the SEBI RTA Regulations or as may be specified by SEBI, the Company and/or the Lead Managers in relation to carrying on the activities as Registrar to the Issue, provided the Registrar shall maintain all the records for at least eight years from the date of listing and commencement of trading of the Rights Equity Shares, pursuant to the Issue or such longer period as may be prescribed under applicable law; Further, any and all records / documents referred to and forming part of annexure 6 to the SEBI master circular bearing reference SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023, shall be preserved and maintained by the Registrar for a period not less than eight years after completion of the Issue or such later period as may be prescribed under applicable laws, on behalf of the Company;
- jjj. matching the DP ID, Client ID, and PAN, specified in the reconciled electronic data received from the Stock Exchanges and with the Depository's database;
- kkk. reconciling the compiled electronic data collected from the Stock Exchanges and the data/schedules collected from the SCSBs with the REs demat holding list, bank schedules provided by the Bankers to the Issue;
- lll. rejecting the Applications (in respect of which the DP ID, Client ID and PAN specified in the reconciled data does not match the details in the Depository's database or in respect of folio number vis-à-vis records of the Company or Registrar);
- mmm. drawing up a list of all technical rejection in accordance with the Terms of the Issue section included in the Letter of Offer and keeping the same ready for verification by the Company and/or the Lead Managers as required under Applicable Laws or other timeline which may be decided by the Lead Managers;
- nnn. in case of underwriting, provide a written notice to the Company and the underwriters of the Rights Equity Shares which remain unsubscribed in the Issue post subscription of such number of unsubscribed Rights Equity Shares as may have been undertaken by the Promoter and the Promoter Group in the Letter of Offer, within three days of the Issue Closing Date;

- ooo. providing a confirmation to the Company and the Lead Managers of the amounts to be transferred to the Bankers to the Issue or to be unblocked from the ASBA accounts;
- ppp. providing all necessary schedules, workings and / or certificates required for the Company:
 - (i) to make an application to the Stock Exchanges to seek in-principle approval;
 - (ii) to make an application to the Stock Exchanges to seek listing and trading approval of Rights Entitlement;
 - (iii) to make an application to CDSL / NSDL for ISIN creations, credit of Rights Entitlements in the temporary ISIN, credit of Rights Equity Shares to the Applicant as per the Basis of Allotment;
 - (iv) to make an application to CDSL / NSDL for ISIN creations, credit of Rights Equity Shares in the temporary ISIN and for ISIN post-Allotment of Rights Equity Shares;
 - (v) to make an application for final listing and trading approval to the Stock Exchanges; and
 - (vi) to take all necessary actions, as required, in relation to the above mentioned applications to be made to the Stock Exchanges and CDSL/NSDL
- qqq. keeping accurately, at all times, the physical and electronic records relating to all applications received in relation to the Issue;
 - (i) ASBAs furnished by SCSBs;
 - (ii) Particulars relating to the allocation and Allotment of Rights Equity Shares against valid applications;
 - (iii) Particulars relating to the requisite money to be transferred to the separate bank account maintained by the Company in a scheduled bank in terms of the Letter of Offer, the SEBI ICDR Regulations and the Companies Act; and
 - (iv) Particulars relating to rejected and withdrawn ASBAs;
- rrr. handling post-dispatch correspondence till either release of security deposit to be placed by the Company with the Stock Exchange or handling over of electronic and physical records by the Registrar to the Company and the Lead Managers, whichever is later
- sss. co-ordinating with the Company to transfer (a) the Rights Entitlements from suspense accounts to shareholders' accounts; and (b) post Allotment, the Rights Equity Shares from demat escrow account to the demat account of the Eligible Equity Shareholders, where details of demat account of such shareholders holding shares in physical form have been received, and in such situations, assisting the Company to reconcile for correct and timely credits/ transfers;
- ttt. assisting the Company in obtaining foreign inward remittance certificates from the SCSBs for necessary filing with the RBI;
- uuu. assisting the Company in providing necessary reports/information and complying with the formalities relating to release of security deposit to be placed by the Company with the Stock exchange;

- vvv. complying with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the Lead Managers;
 - www. assisting the Company in disposal/handling of Rights Equity Shares or Rights Entitlement available in the demat suspense account in a manner and time period as the Company may deem fit;
 - xxx. finalising various initial and final post-Issue reports, post-Issue monitoring reports such as the three-day report and final Issue monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company and the Lead Managers; and
 - yyy. the Registrar also agrees to maintain records as per the SEBI RTA Regulations; provided, the Registrar shall maintain all the records for at least eight years.
11. The Company agrees that the Registrar will not hand over any Application or other documents/records pertaining to the Issue to the Company or to any other person until the completion of dispatch of allotment letters, refund orders, share/debenture certificates demat credit intimation letters, etc. except otherwise required under any Applicable Laws. The Company agrees that the Lead Managers and the Company shall have access to all the applications/documents/records pertaining to the Issue at the office of the Registrar until completion of the Issue related work mentioned therein.
 12. The Registrar shall ensure that uniform procedure is followed for processing applications under the ASBA process and under the non-ASBA process.
 13. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement or as required by the Company or Lead Managers, to ensure proper Allotment of the Rights Equity Shares, dispatch/email of instructions to SCSBs to unblock the bank accounts of the ASBA Investors dispatch/ email of Allotment cum refund intimation and instructions to Bankers to the Issue. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds required to be made that has been provided by the Registrar to the Bankers to Issue, including any of their correspondent banks.

Provided that the Registrar shall issue instructions to SCSBs and Escrow Collection Bank on the same day as finalization of the Basis of Allotment with the Designated Stock Exchange for transferring application monies to the extent of Allotment to the Bank account.
 14. Pursuant to and in compliance with SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023, the Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement. Further, the Registrar shall comply with: (i) the SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, (ii) the SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, (iii) the SEBI circular no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, (iv) SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023 and (v) various other circulars issued by SEBI from time to time, to the extent applicable.
 15. Registrar shall also assist the Company in relation to payment of balance money in subsequent calls under the Issue in accordance with the SEBI ICDR Regulations, Companies Act, SEBI Circular no. SEBI/HO/CFD/DIL1/CIR/238/2020 dated December 8, 2020 (including various other circulars issued by SEBI from time to time, in this regard) and other applicable laws.
 16. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares of the Company, be party to:
 - (a) creation of false market;

- (b) price rigging or manipulation;
- (c) passing of unpublished price sensitive information to any third party, including without limitation, brokers, members of the Stock Exchanges and other intermediaries in the securities market or taking any other action which is not in the interest of the Investors or the Company; and
- (d) any insider trading and neither it nor any of its directors, partners, employees or managers having the management of the whole or substantially the whole of the affairs of their business shall, either on their respective accounts or through their associates or family members, relatives or friends, indulge in any insider trading.

17. The Registrar shall ensure that:

- (a) The enquiries and complaints from Investors, including ASBA Applicants, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
- (b) The Registrar has a proper system to track, address and redress Investor complaints;
- (c) Adequate steps are taken for proper allocation and Allotment of the Rights Equity Shares and refund of application monies without delay and as per law;
- (d) all responsibilities are undertaken for any reach out to be made to shareholders holding Equity Share in physical mode, getting their demat account details, credit Rights Equity Shares or Rights Entitlements to the relevant suspense accounts, as may be required, any Rights Entitlements related matters, or matters in relation to making applications or Allotment in the Issue;
- (e) For the electronic bids which are rejected as invalid because of DP ID, Client ID or PAN particulars, capture the name and address as and when received from the relevant Escrow Collection Bank/SCSBs and send communication to unblock funds from the relevant ASBA Accounts at the earliest; and
- (f) The information furnished to the SCSBs in discharging its responsibility under the ASBA process is correct and valid.

The Registrar shall act as a nodal agency for redressing complaints of ASBA Investors regarding approaching the SCSB concerned or with respect to providing familiarity with the Application process or with respect to guidance on the procedural aspects with respect to the Issue.

18. The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:

- (a) it is knowledgeable about anti-bribery and anti-corruption laws applicable to the performance of this Agreement and will comply with such laws;
- (b) it has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery and anti-corruption laws;
- (c) it will immediately notify the Company and the Lead Managers if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;

- (d) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; and
 - (e) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for eight years following termination of this Agreement.
19. The Registrar shall be required to inform the Company and the Lead Managers within 24 hours from receipt of any complaints, including ASBA complaints and shall redress complaints of the Investors within 48 hours from the date of receipt of the complaint during the currency of this Agreement and continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and upon request by the Registrar, the Company shall extend necessary co-operation to the Registrar complying with the provisions of this Clause. The Registrar shall provide a status report of the Investor complaints on a fortnightly basis to the Company and the Lead Managers. Similar status reports should also be provided to the Company as and when required by the Company.
 20. The Registrar shall handle the Assignments and its attendant duties, functions and obligations from its office at C-101, 1st Floor, 247 Park L.B.S. Marg, Vikhroli West Mumbai 400 083 Maharashtra, India, which has been declared to SEBI and approved thereby for carrying on its current activities. The name, addresses and contact details of the Registrar shall be printed on all relevant stationery pertaining to the Issue. The Company shall print the name, address and contact details of the Registrar in the Letter of Offer, including any addendum, advertisement, amendment issued in connection therewith, the Abridged Letter of Offer, Application Forms, Rights Entitlement Letter issued by the Company in connection with the Issue.
 21. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching Abridged Letter of Offer and the Application Forms, allotment letters, Allotment Advices, refund orders, etc., seven (7) days from the date of closure of the Issue and the Company shall be responsible for any delay on this account. The Company shall arrange to obtain prior approval for the Issue of stationery from the relevant regulatory authorities and the Refund Banker(s)/ Lead Managers as may be applicable. The Registrar will extend all facilities to complete the Allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matters. The Company agrees that it shall make available the relevant master data, both in physical and electronic form as on the Record Date, signature data / card, details of all stop transfer cases etc. and all such details, physical records and electronic data, that may be required in future as and when the same are called for from the Registrar.
 22. The Registrar shall extend all necessary support to the Company and the Lead Managers and the SCSBs as may be required for the smooth and speedy functioning of the ASBA including the process prescribed under SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2020/13, dated January 22, 2020, SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023 and various other circulars issued by SEBI from time to time, to the extent applicable.
 23. The Parties to the Agreement agree that formats of all reports, statements, and other documents shall be in conformity with the standard formats as approved by the Designated Stock Exchange for the Issue, as may be applicable.
 24. The Registrar and the Company agree that the fees and charges payable to the Registrar for the Assignments shall be decided mutually by the Parties in due course.
 25. Subject to the provisions of any other law and commercial arrangements with the Company for storage cost for Application Forms beyond six months, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company or any of its assigns any report that is required by them using the information specified above in a timely manner.

26. The Registrar agrees to take special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omissions etc.
27. The Registrar shall not, and shall assure that its officers, employees and agents shall not, either before or after the termination of its appointment hereunder, divulge to any third party any Confidential Information about the Company or the Issue, which comes to its knowledge pursuant to its appointment hereunder. The Registrar may have to provide certain information regarding the Investors, including ASBA, as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement. However, the Registrar shall give prior intimation to the Company and the Lead Managers before providing such information. Such intimation shall be accompanied by a copy of the court order/ legal or regulatory request or similar process.
28. The Registrar shall give the complete data including but not limited to Application Forms, Allotment Advices, refund orders, etc., to the Company as and when called for by it without any additional costs/charges.
29. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed herein and as required under applicable laws including under the SEBI RTA Regulations and the SEBI ICDR Regulations, including those more specified in Schedule I and the Registrar will not be in any way construed to be an agent of the Company in any other business in any manner whatsoever.
30. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered or any deficiency in service or a failure to perform and service contemplated under this Agreement by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to immediately rectify such defaults and non-performance of services and redress such deficiencies within two working days of receipt of notice of such breach by the other Party and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and hold harmless the Company Indemnified Parties and the Lead Managers Indemnified Parties for any liability arising out of such error, deficiency or failure to deliver the Assignments and services contemplated in this Agreement. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then it shall within the timeline prescribed by SEBI from time to time upon being instructed by the Company, transfer all the documents in its possession including those related to the Equity Shares, to any other registrar/depositary, as instructed by the Company.
31. The Registrar shall act with due diligence, care and skill while discharging the Assignments, its functions, performing its duties and fulfilling its obligations under the terms and conditions set out herein and the work assigned to it by the Company. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost, indemnify, keep indemnified, defend and hold harmless the Lead Managers Indemnified Parties and Company's Indemnified Parties (collectively the "**Indemnified Party**") at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, cost, interest costs, awards, judgments, charges, expenses, interests, legal expenses (including attorney's fees and court costs), accounting fees, investigation costs losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities and all other demands which may be made or commenced against the Indemnified Party by any Investor or holder of the Rights Equity Shares issued/ transferred or by any other third party against the Indemnified Party including but not limited to arising out of or in connection with :
 - a. any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in this Agreement;
 - b. any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority;
 - c. any delay, failure, error, omission, gross negligence, wilful default, bad faith, fraud or misconduct, in

the performance of the Registrar's obligations and responsibilities under this Agreement, the Assignments, or the Letter of Indemnity; any fine imposed by the SEBI or any other Governmental Authority against any of the Indemnified Parties; or

- d. if any information provided to the Company or the Lead Managers is untrue, incomplete or incorrect in any respect;
- e. or as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of obligations on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by such persons in performing or fulfilling any of the Assignments and other functions, duties, obligations and services hereunder or otherwise under applicable law.

Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services hereunder or otherwise under the applicable law including but not limited to any liability or loss, direct or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory, judicial, quasi-judicial, governmental, administrative and/or regulatory authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Party, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial, statutory, quasi-judicial, governmental and/or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, governmental, administrative and/or regulatory authority or a court of law.

- 32. In the event, the Company in consultation with the Lead Managers, decides not to proceed with the Issue, this Agreement shall stand immediately terminated without the Registrar having recourse to compensation from the Company. Further, the Company may terminate this Agreement with or without cause upon giving seven (7) days' prior notice to the Registrar of its intention to terminate the Agreement.
- 33. The Company shall be entitled to terminate this Agreement in the event the certificate is suspended/ cancelled or SEBI debars the Registrar from carrying on its activities or in any way prohibited, either by an order of a competent court or in any other manner, from carrying on registrar and share transfer agent activities. In such an event, the Registrar shall duly compensate the Company for any loss suffered by the Company due to cancellation/suspension of certificate of registration of the Registrar by SEBI or any other authority. For the avoidance of doubt, in the event the Company in consultation with the Lead Managers, decides not to proceed with the Issue at any time for any reason, this Agreement shall stand terminated immediately on written notice to the Registrar without the Registrar having any recourse to any compensation from the Company.
- 34. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company or their newly appointed Registrar to the Issue towards taking over duties and responsibilities as the registrar to the Issue. Should the Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Assignments till the termination of this Agreement.
- 35. The Registrar shall continue to be responsible for the Assignments until the new registrar takes over the duties and responsibilities of the Registrar. Provided that, without prior consent of the Company, the Registrar shall not withdraw from the Issue or renegotiate this Agreement due to pandemic and any consequent restrictions/ lockdown and any change in circumstances thereof.

36. The Registrar and the Company agree that non-compliance with any of the covenants contained herein by either Party shall be reported to the Lead Managers immediately and to SEBI within seven (7) days from the date on which such non-compliance first occurs, by the other Party. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of seven (7) days of receipt of written notice of such breach by the non-defaulting Party.
37. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) any dispute, difference or claim arises between the Parties hereto in connection with this Agreement as regards its existence, validity, interpretation, implementation, termination, enforceability, breach or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement (“**Dispute**”), the parties to the Dispute (“**Disputing Parties**”) shall attempt in the first instance to resolve such Dispute amicably through negotiations between the Disputing Parties. In the event that such Dispute cannot be resolved through negotiations within a period of thirty (30) days of commencement of negotiations on the Dispute (or such longer period as the Disputing Parties may agree in writing), then any of the Disputing Party shall, by notice in writing to each other, refer the Dispute to an institutional arbitration in India, in accordance with Clause 3(b) of the SEBI circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 and SEBI circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 (“**SEBI ODR Circulars**”), which the Parties have elected to follow for the purposes of this Agreement provided that the seat and venue of such institutional arbitration shall be Mumbai, Maharashtra. Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause 37. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by Parties under the Agreement.
38. Subject to the above Clause 37, all matters, if any, arising out of or in connection with the Assignment shall be subject to the sole and exclusive jurisdiction of the courts in Mumbai, Maharashtra including to file any interim and/or appellate reliefs in connection with the arbitration stated above. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
39. The Registrar shall hand-over all the records/ data and all related documents which are in its possession in its capacity as the Registrar to the Issue to the Company forthwith however no later than five (5) days from the date of termination of this Agreement or the expiry/cancellation of certificate of registration of the Registrar.
40. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws.
41. Any notice, communication or documents may be given by personal delivery, registered post, telex or by e-mail. The notice, communication or documents shall be deemed to have been served upon the Party to which it is given if given personal delivery when so delivered. If given by post on expiration of three (3) days after the notice, etc. and have been delivered to the post office for onward dispatch, and if given by e-mail or telex upon transmission thereof, provided that any notice given by telex shall be confirmed in writing. All notices to the Parties shall be addressed and delivered to:

For the Company/Issuer:

IIFL Finance Limited
IIFL House, Sun Infotech Park,
Road No. 16V, Plot No. B-23,
Thane Industrial Area, Wagle Estate,
Thane 400 604, Maharashtra, India

Tel: + 91 22 6788 1000
Contact Person: Mauli Agarwal
E-mail: csteam@iifl.com

For the Registrar:

Link Intime India Private Limited

Link Intime India Private Limited
C-101, 1st Floor, 247 Park
L.B.S. Marg, Vikhroli West
Mumbai 400 083
Maharashtra, India
Tel: +91 810 811 4949
Contact Person: Haresh Hinduja
E-mail: ipo.team@linintime.co.in

Any change in the above shall be intimated by the Party concerned to the Other Party and such change shall be effective from five (5) business days thereafter or such later date as may be specified by the Party whose address/contact details are changed.

42. This Agreement shall be valid for a period of one year from the date of closing of the Issue provided however that Clauses 27, 28, 31, 34, 35, 37, 38, 39, 40, 41, 42 shall survive the termination of this Agreement.
43. The Registrar agrees to comply with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended.
44. Neither Party shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other.
45. The Registrar shall not use the name, trade mark and logos of the Company unless prior written consent of the Company is obtained in this regard.
46. The Registrar shall not be entitled to sub-contract any or all of its obligations under this Agreement to a sub-contractor with prior written consent of the Company.
47. This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties.
48. No modification or amendment, of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.
49. No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
50. The Registrar shall act in accordance with and execute all instructions communicated to it by the Company and/or Lead Managers and Applicable Laws. In the event of any conflict in the instructions provided to the Registrar, it shall seek clarifications from the Company and comply with the instructions of the Company given in consultation with the Lead Managers. The Parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks Registrar is authorised to

communicate electronically with themselves Lead Managers and all third parties on all matters related to the Assignment.

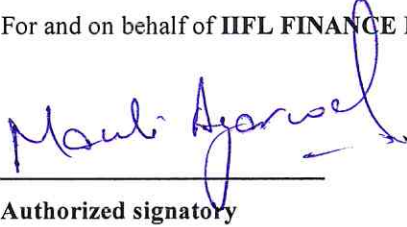
51. The Parties to this Agreement acknowledge that all Applicants (including Renounees) are required to make an Application in the Issue through the ASBA process.
52. If any provision(s) of this Agreement is held to be prohibited by or invalid under applicable laws or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
53. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

[The remainder of this page has been left blank intentionally.]

This signature page forms an integral part of the Registrar Agreement entered into by and between among IIFL Finance Limited and Link Intime India Private Limited.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties or their duly authorised signatories on the day and year first above written

For and on behalf of **IIFL FINANCE LIMITED**



Authorized signatory



Name: Mauli Agarwal

Designation: Company Secretary
and Compliance Officer.

This signature page forms an integral part of the Registrar Agreement entered into by and between IIFL Finance Limited and Link Intime India Private Limited.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties or their duly authorised signatories on the day and year first above written.

For and on behalf of **LINK INTIME INDIA PRIVATE LIMITED**

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "LINK INTIME INDIA PRIVATE LIMITED" around the perimeter and "MUMBAI" in the center.


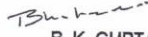
Authorized signatory

Name: Dnyanesh Gharote

Designation: Vice President

SCHEDULE I

Registration Certificate of the Registrar

| | | |
|--|--------------------|--|
| निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता | प्रत्येक FORM B | REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS |
| भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA [निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (विनियम 8) Regulation 8A | | |
| 001372 रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION PERMANENT REGISTRATION | | |
| <p>I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-I में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अभिकर्ता के रूप में</p> <p>I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to</p> <p style="text-align: center;">LINK INTIME INDIA PVT. LTD. C-13, KANTILAL MAGANLAL INDUSTRIAL ESTATE PANNALAL SILK MILLS COMPUND L.B.S. MARG, BHANDUP (WEST) MUMBAI 400 078</p> <p>को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करते के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।</p> <p>as registrars to an issue and share transfer agent in Category I/registrars to an issue/share transfer agent in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.</p> <p>II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड INR000004058 है।</p> <p>III. Registration Code for the registrar to an issue and share transfer agent is</p> <p>This certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board</p> <p>III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमाम्य है।</p> <p>III. Unless renewed, the certificate of registration is valid from</p> | | |
| स्थान Place | MUMBAI | |
| तारीख Date | JULY 15, 2014 | |
| *ओ लागू न हो उसे काट दें। *Delete whichever is not applicable | | |
| | |  आदेश से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By order For and on behalf of Securities and Exchange Board of India  B.K. GUPTA प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory |

SCHEDULE II

Allocation of activities pertaining to the Assignments between the Company and the Registrar in connection with the Issue

| Sr. No. | ACTIVITIES | RESPONSIBILITY |
|-----------|--|---|
| I. | PRE-ISSUE WORK: | |
| 1. | Finalization of Bankers to the Issue, list of branches, controlling and collecting branches. | Registrar/Company in consultation with the Lead Managers |
| 2. | Design of the Application Form, Rights Entitlement Letter, Abridged Letter of Offer, Plain Paper Application, Bank schedule, pre-printed stationery. | Registrar/ Company in consultation with the Lead Managers |
| 3. | Preparing and issuing detailed instructions on procedure to be followed by collecting and controlling branches (including SCSBs). | Registrar |
| 4. | Arranging, dispatch of application schedule for listing of Applications to collecting and controlling branches. | Registrar/ Company in consultation with the Lead Managers |
| 5. | Placing of orders for and procuring pre-printed stationery. | Registrar |
| 6. | Creation of equity share ISIN and Rights Entitlement (RE) ISIN. | Company/ Registrar |
| 7. | Obtaining data of Eligible Equity Shareholders from the current registrar of the Company as on the record date (if different from the Registrar to the Issue) | Company/ Registrar |
| 8. | Crediting Rights Entitlement in the special ISIN created for the purpose and taking necessary steps for cancelling / extinguishment of the same at the appropriate time. | Registrar |
| 9. | Credit/transfer of Rights Entitlements in demat account of physical shareholders who have provided demat account details, if applicable | Registrar/Company |
| 10. | Credit of Rights Entitlements of Eligible Equity Shareholders holding shares in physical form to demat suspense escrow account and transfer of Rights Entitlement | Registrar/Company |
| 11. | Payment towards postage of blank Application Forms, covering letter and Letter of Offer, Abridged Letter of Offer and Rights Entitlements Letter. | Company |
| 12. | Upload details with respect to shareholder entitlement on its website | Registrar |
| 13. | Creation of Master List and Over Printing covering/intimation letters. | Registrar |
| 14. | Obtaining the existing data on a magnetic media/other storage | Registrar |

| Sr. No. | ACTIVITIES | RESPONSIBILITY |
|------------|---|-------------------|
| | device for calculation of Rights Entitlement. | |
| 15. | Upload Application Form on its website | Registrar |
| II. | ISSUE WORK: | |
| 1. | Printing and transmitting/dispatch of blank Application Forms/ Intimation Letter / Letter of Offer / Abridged Letter of Offer / Rights Entitlement Letter. | Registrar/Company |
| 2. | Acceptance and processing of Applications from designated collection centres in the manner prescribed under the SEBI ICDR Regulations. | Registrar |
| 3. | Co-ordinating for modification of Application in accordance with Applicable Laws on T+1. | Registrar |
| 4. | Resolution of difficulties faced by Investors and Investor complaints on priority basis in Application process. | Registrar |
| 5. | Credit of Rights Entitlements to demat suspense escrow account in respect of shareholders holding Equity Share in physical mode whose demat details have not been received and coordinate to transfer from demat suspense escrow account to such shareholders' demat account after receipt of details of their demat account. | Registrar |
| 6. | Collection of daily figures from Banker(s) to the Issue/SCSBs, informing the SCSBs about errors, if any, in the bid details, along with an advice to send rectified data within specified date | Registrar |
| 7. | Receiving and processing plain paper applications | Registrar |
| 8. | Obtain details of holders of Right Entitlements as on Issue Closing Date, from the depositories. | Registrar |
| 9. | Collection of final certificate and schedule pages from controlling branches of SCSB. | Registrar |
| 10. | Uploading the Letter of Offer, Abridged Letter of Offer, and Application Form on its website. | Registrar |
| 11. | Expediting dispatch of final certificate from the controlling branches of Bankers to the Issue / SCSBs. | Registrar |
| 12. | Informing Stock Exchanges and providing necessary certificates to the Lead Managers on closure of Issue. | Registrar |
| 13. | Numbering of Applications and bank schedules and batching them for control purposes. | Registrar |
| 14. | Transcribing information from documents to magnetic media for computer processing. | Registrar |

| Sr. No. | ACTIVITIES | RESPONSIBILITY |
|---------|---|---|
| 15. | Reconciliation of number of Applications, securities applied and money received as per final certificate received / SCSBs with number of RE available in the special ISIN with respective details and such reconciliation with bid files. | Registrar |
| 16. | Identify and reject Applications of technical faults/rejections and duplicate Applications with reference to applicable statutory / regulatory / contractual requirements. | Registrar |
| 17. | Preparing statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange. | Registrar |
| 18. | Finalising Minutes of the Meeting/Basis of Allotment for approval by the Designated Stock Exchange. | Registrar/ Company in consultation with the Lead Managers |
| 19. | Seeking extension of time from SEBI, if Allotment cannot be made within stipulated time. | Company through the Lead Managers |
| 20. | Allotment of Rights Equity Shares on the formula devised by Stock Exchanges. | Registrar |
| 21. | Obtaining certificate from auditors/independent company secretary that the Allotment has been made as per the Basis of Allotment. | Company |
| 22. | Upload of Rights Equity Shares into Depository system of shareholders, holding/opting for dematerialised mode/ corporate actions with NSDL and CDSL. | Registrar |
| 23. | Preparing list of Allottees and non-Allottees as per the Basis of Allotment approved by the Designated Stock Exchange. | Registrar |
| 24. | Preparation of Allotment register cum return statement, register of members, index register. | Registrar |
| 25. | Printing / overprinting covering letters for refunding Application Money, printing/ overprinting of Allotment letter/Refund intimations, if required. | Registrar |
| 26. | Printing postal journal for allotment letters and refund intimations by registered/speed post, if required. | Registrar |
| 27. | Preparation of distribution schedule / shareholding pattern for submission to Stock Exchanges. | Registrar |
| 28. | Preparing register of members. | Registrar |
| 29. | Mailing of documents by registered/speed post. | Registrar |
| 30. | Binding of Application Forms, application schedule and computer outputs as applicable. | Registrar |

| Sr. No. | ACTIVITIES | RESPONSIBILITY |
|---------|---|---------------------------------------|
| 31. | Payment of consolidated stamp duty on Allotment letters or procuring and affixing stamp of appropriate value. | Company |
| 32. | Issue of duplicate refund intimation. | Registrar |
| 33. | Revalidation of refund orders/intimations. | Registrar / Company |
| 34. | Handling Investor grievances received through phone, email, fax, letter or any other mode and ensuring settlement of all Investor complaints. | Registrar on priority basis / Company |
| 35. | Provision of dispatch confirmation certificate to the Company/ the Lead Managers. | Registrar |
| 36. | Preparing and publishing post-Issue advertisements giving such details within as required under Applicable Laws and within 10 days of completion of activities specified under Regulation 92 of the SEBI ICDR Regulations and Applicable Laws | Registrar |
| 37. | Providing initial and final post-Issue reports | Registrar |
| 38. | Providing all relevant reports for listing, trading of equity shares within the timelines mentioned in the Issue Documents, in consultation with the Company and the Lead Managers. | Registrar |
| 39. | Finalising various post-Issue monitoring reports, along with relevant certificates/documents, in consultation with the Lead Managers and the Company, for submission to SEBI within the stipulated time. | Registrar |
| 40. | Issue of certificates and providing required details, for submission to SEBI/Stock Exchanges/auditors in relation to release of security deposit of the Company. | Registrar |
| 41. | Preparation of return of allotment to be filed with the RoC and any other regulatory authority. | Registrar |
| 42. | Credit of Rights Equity Shares to demat suspense escrow account in respect of shareholders to whom Rights Equity Shares could not be credited for any reason and coordinate to transfer from demat suspense escrow account to such shareholders' demat account after receipt of details of their demat account. | Registrar/ Company |

SCHEDULE III
Letter of Indemnity

Date: April 17, 2024

To,
Ambit Private Limited
Ambit House, 449,
Senapati Bapat Marg, Lower Parel,
Mumbai 400013,
Maharashtra, India

Motilal Oswal Investment Advisors Limited
Motilal Oswal Tower
Rahimtullah, Sayani Road
Opposite Parel ST Depot, Prabhadevi
Mumbai 400 025
Maharashtra, India

(**Ambit Private Limited** and **Motilal Oswal Investment Advisors Limited** are collectively referred to as the “**Lead Managers**”)

Dear Sirs,

Re: Letter of Indemnity by Link Intime India Private Limited (“Registrar”/“Registrar to the Issue” and this letter, the “Letter of Indemnity”) to the Lead Managers in connection with the Registrar Agreement dated April 17, 2024 entered into between Link Intime India Private Limited and IIFL Finance Limited (the “Company”).

Dear Sir(s),

1. The Company is proposing to issue equity shares of face value of ₹2 each (“**Rights Equity Shares**”) to its existing shareholders on a rights issue basis for an amount not exceeding ₹ 1500 crores by way of a rights issue of the Company (the “**Issue**”), in accordance with the provisions of the Companies Act, 2013, and the provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements), Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”), and other applicable statutory and / or regulatory requirements to holders of the Equity Shares as of the record date determined by the Company (“**Eligible Equity Shareholders**”).
2. The Registrar is an entity registered with the Securities and Exchange Board of India (“**SEBI**”) under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**SEBI RTA Regulations**”) having a valid and subsisting registration number INR000004058.
3. The Company has approached the Registrar to act as the Registrar to the Issue in accordance with the terms and conditions detailed in the Registrar Agreement and in the manner as required under the various regulations and circulars as applicable, framed by the SEBI (the activities pertaining to the Registrar to the Issue are hereinafter collectively referred to as the “**Assignment**”) and the Registrar has accepted the Assignment. The Registrar has been appointed as the Registrar to the Issue by the Company, after consultation with the Lead Managers, in accordance with the SEBI ICDR Regulations. The Securities Issue Committee of the Company by its resolution dated April 16, 2024 have approved the appointment of Link Intime India Private Limited as the Registrar to the Issue.
4. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations, SEBI RTA Regulations, all the relevant circulars, guidelines and regulations issued by the SEBI and other applicable laws in so far as the same are applicable to its scope of work undertaken pursuant to the Agreement and is fully aware of its obligations and the consequences of any default on its part. The Registrar further confirms

that it is fully aware of the time prescribed within which the allotment and listing of shares should be completed and is fully aware of its obligations and the consequences of any default on its part.

5. The Registrar acknowledges that the Lead Managers may be exposed to liabilities or losses if the Registrar fails to perform the Assignment and/ or fails to comply with any of its duties, obligations and responsibilities under the Registrar Agreement.
6. The Registrar undertakes to the Lead Managers that it shall act with due diligence, care and skill, and within the timelines prescribed under the applicable laws, while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this letter of indemnity. The Registrar further represents, warrants and undertakes to the Lead Managers to:
 - (a) fully co-operate and comply with any instruction the Lead Managers may provide in respect of the Issue;
 - (b) ensure compliance with applicable laws in relation to the Issue;
 - (c) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.
5. Further, pursuant to the provisions of the Registrar Agreement and consistent with Clause 8 of the Registrar Agreement, the Registrar has undertaken to execute and deliver a letter of indemnity to the Lead Managers, and/or their respective affiliates and partners, promoters, directors, officers, management, employees, representatives, associates, permitted assigns and successors and their respective agents and advisors, along with any other person who directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such indemnified persons within the meaning of SEBI ICDR Regulations read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, (collectively, along with the Lead Managers, the “**Lead Managers Indemnified Parties**”). Accordingly, the Registrar irrevocably and unconditionally undertakes and agrees that it shall, at its own cost, indemnify, keep indemnified, defend and hold harmless, severally and jointly, the Lead Managers Indemnified Parties at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, awards, judgments, costs, charges, expenses, interests, legal expenses (including attorney’s fees and court costs), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, costs and demands which may be made or commenced against the Lead Managers Indemnified Parties by any Applicant issued/transferred or other third party against the Indemnified Party as a consequence of any act or omission of or any failure or deficiency or error or fraud on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder, or otherwise under applicable law or in connection with any fine imposed by the SEBI or any other governmental, judicial, quasi-judicial, regulatory, administrative, statutory authority. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Lead Managers Indemnified Parties for any liability arising out of such error or failure of the Registrar’s duties, obligations, responsibilities and services hereunder or otherwise under the applicable law including but not limited to any liability or loss, direct or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory, judicial, quasi-judicial, governmental, administrative and/ or regulatory authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Lead Managers Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, statutory, governmental and/or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the Lead Managers Indemnified Parties is a party, and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority or a court of law. The Registrar shall further indemnify and refund all costs incurred by the Lead Managers Indemnified Parties in connection with (i) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in this Agreement

(including the Letter of Indemnity) (ii) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority (iii) any delay, failure, error, omission, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligations and responsibilities under this Agreement or the Assignment, or the Letter of Indemnity (iv) if any information provided to the Company or the Lead Managers is untrue, incomplete or incorrect in any respect (v) any fines imposed by SEBI or any other Governmental, statutory, judicial, quasi-judicial, administrative and/or regulatory Authority against any of the Lead Managers Indemnified Parties.

6. The Registrar agrees that the obligations of the Registrar under the Registrar Agreement are incorporated in this letter of indemnity *mutatis mutandis*.
7. This letter of indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this letter of indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this letter of indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the Lead Managers Indemnified Parties may have at common law, equity and/or otherwise.
8. This letter of indemnity may be amended or altered only with the prior written approval of the Lead Managers.
9. The Registrar acknowledges and agrees that the Lead Managers shall have all the rights specified under the provisions of Registrar Agreement but shall not have any obligations or liabilities to the Registrar or the Company or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this letter of indemnity.
10. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this letter of indemnity, wherever applicable, but, in the event of a conflict or inconsistency between this letter of indemnity and the Registrar Agreement, the provisions of this letter of indemnity shall prevail.
11. The Registrar hereby agrees that failure of any of the Lead Managers Indemnified Party to exercise part of any of its right under this letter in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other Lead Managers Indemnified Party of any of its rights established herein.
12. This letter of indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
13. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity', then any party may refer the dispute for resolution to an arbitration tribunal. The arbitral tribunal shall consist of three arbitrators (one to be appointed by the claimant(s), one by the respondent(s) and the third arbitrator to be appointed jointly by the two appointed arbitrators). The third arbitrator shall be appointed within 15 (fifteen) days of the receipt of the second arbitrator's confirmation of his/her appointment and in the event that either the claimant(s) or the respondent(s), fail to appoint an arbitrator each, or the two arbitrators so appointed fail to appoint the third arbitrator, such arbitrator(s) shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 ('**Arbitration Act**'). All proceedings in any such arbitration shall be conducted under The Arbitration Act or any re-enactment thereof and shall be conducted in English. The arbitration (seat and venue) shall take place in Mumbai. The parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final, conclusive and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.

14. In case of any dispute in between the Lead Managers and Registrar in relation to this Letter of Indemnity, the courts at Mumbai, India, shall have sole and exclusive jurisdiction over such dispute in all matters arising out of the arbitration proceedings mentioned in Clause 13 of the Letter of Indemnity. including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.
15. All capitalized terms not specifically defined herein shall have the same meaning ascribed to such terms under the Registrar Agreement.
16. All notices and communications issued under this Letter of Indemnity or the Registrar Agreement shall be in writing and (a) delivered personally, or (b) sent by email, or (c) sent by registered or speed post, at the addresses as specified below or sent to such other addresses as each party specified below may notify in writing to the other. All notices and other communications required or permitted under this letter of indemnity or the Agreement, if delivered personally or by overnight courier, shall be deemed given upon delivery; if delivered by email, be deemed given on transmission thereof; and if sent by registered or speed post, on expiration of three working days after the notice etc.

For the Registrar:

Link Intime India Private Limited

Link Intime India Private Limited
C-101, 1st Floor, 247 Park
L.B.S. Marg, Vikhroli West
Mumbai 400 083
Maharashtra, India
Tel: +91 810 811 4949
E-mail: ipo.team@linkintime.co.in
Contact Person: Mr. Haresh Hinduja

In case to the Lead Managers:

Ambit Private Limited

Ambit House, 449,
Senapati Bapat Marg, Lower Parel,
Mumbai 400013,
Maharashtra, India
Tel: +91 22 6623 3030
Email: iiflfinance.rights@ambit.co
Contact person: Mr. Vikas Khattar

Motilal Oswal Investment Advisors Limited

Motilal Oswal Tower
Rahimtullah, Sayani Road
Opposite Parel ST Depot, Prabhadevi
Mumbai 400 025
Maharashtra, India
Email: project.optima@motilaloswal.com
Attention: Mr. Subodh Mallya, Senior Group Vice President

This signature page forms an integral part of Letter of Indemnity executed between the Registrar and the Lead Managers in relation to the proposed rights issue of Equity Shares by IIFL Finance Limited.

For and on behalf of **Link Intime India Private Limited**

Authorised Signatory

Name:

Designation:

This signature page forms an integral part of Letter of Indemnity executed between the Registrar and the Lead Managers in relation to the proposed rights issue of Equity Shares by IIFL Finance Limited.

For and on behalf of **Ambit Private Limited**

Countersigned by

Authorised Signatory

Name:

Designation:

This signature page forms an integral part of Letter of Indemnity executed between the Service Provider and the Lead Managers in relation to the proposed rights issue of Equity Shares by IIFL Finance Limited.

For and on behalf of **Motilal Oswal Investment Advisors Limited**

Countersigned by

Authorised Signatory

Name:

Designation: