

भारतीय गैर न्यायिक

भारतीय गैर न्यायिक

भारत INDIA

500

₹. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये



सत्यमेव जयते

Rs. 500

INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2024

CW 807107

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००३
12 DEC 2024
सक्षम अधिकारी

श्री. विनायक ब. जाधव

Dhanlaxmi Bank Ltd.

JANMABHOOMI BHAVAN,

JANMABHOOMI MARG,

PORT, MUMBAI - 400 001.

फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

Dhanlaxmi Bank Ltd.

JANMABHOOMI BHAVAN,

JANMABHOOMI MARG,

PORT, MUMBAI - 400 001.

000866

मुद्रांक विकत घेणाऱ्याचे नाव _____

मुद्रांक विकत घेणाऱ्याचे रहिवाशी पत्ता _____

मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक _____ दिनांक _____

मुद्रांक विकत घेणाऱ्याची सही _____ परवानाधारक मुद्रांक विकत्याची सही _____

परवाना क्रमांक : ८०००००३

मुद्रांक विक्रीचे ठिकाण/पत्ता : श्री. अशोक रघुनाथ कदम

२९०, शाहिद भगत सिंह रोड, २/१५, आनंद भुवन, फोर्ट, मुंबई - ०९.

शासकीय कार्यालयासमोर/न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक फसगदाची आवश्यकता नाही. (शासन आदेश दि. ०१/०९/२००४) नुसार

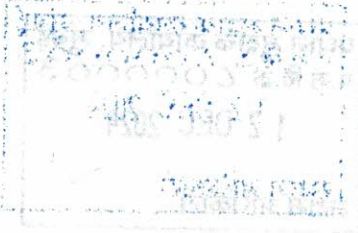
न्याय कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापारसून ६ महिन्यांत वापरणे बंधनकारक आहे.



18 DEC 2024

18 DEC 2024



मुद्रांक विकत घेणाऱ्याची सही



महाराष्ट्र MAHARASHTRA

2024

CW 807108

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००२
12 DEC 2024
सक्षम अधिकारी

श्री. विनायक ब. जाधव

000867

जोडपत्र-१ Annexure - I
फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

Dhanlaxmi Bank Ltd.

JANMABHOOMI BHAVAN,
JANMABHOOMI MARG,
FORT, MUMBAI - 400 001.

मुद्रांक विकत घेणाऱ्याचे नाव _____
मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____
मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक _____ दिनांक _____

मुद्रांक विकत घेणाऱ्याची सही _____ परवानपरक (सुरत) विक्रित्याची सही _____

परवाना क्रमांक : ८०००००३

मुद्रांक विक्रीचे ठिकाण/पत्ता : श्री. अशोक रघुनाथ कदम

२९०, शहिद भगत सिंह रोड, २/१५, आनंद भुवन, फोर्ट, मुंबई-०९.

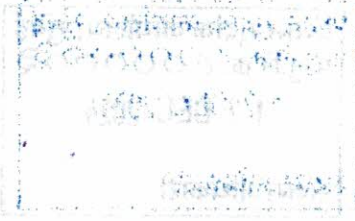
शासकीय कार्यालयासमोर/न्यायालयासमोर प्रतिज्ञापत्र सादर करणाऱ्या मुद्रांक
कागदाची आवश्यकता नाही. (शासन आदेश दि. ०९/०७/२००४) नुसार

जग कारणासाठी ज्यांनी मुद्रांक सुरती केला त्यांनी त्याच कारणासाठी
मुद्रांक सुरती केलापासून दमहिन्यात वापरणे बंदीकारक आहे.



18 DEC 2024

18 DEC 2024



मुद्रांक विकत घेणाऱ्याची सही

10000000



महाराष्ट्र MAHARASHTRA

2024

CW 807109

प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००३
 12 DEC 2024
 सक्षम अधिकारी

श्री. विनायक ब. जाधव

000868

जोडपत्र-१ Annexure - 1
फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

Dhanlaxmi Bank Ltd.

JANMABHOOMI BHAVAN,
JANMABHOOMI MARG,
PORT, MUMBAI - 400 001.



मुद्रांक विकत घेणाऱ्याचे नाव _____
मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____
मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक _____ दिनांक _____

मुद्रांक विकत घेणाऱ्याची सही _____ परवानाधारक मुद्रांक विक्रीत्याची सही _____
परवाना क्रमांक : ८०००००३

मुद्रांक विक्रीचे ठिकाण/पत्ता : श्री. अशोक रघुनाथ कदम

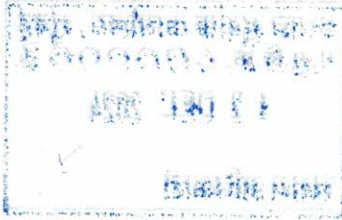
२९०, शहिद भगत सिंह रोड, २/१५, आनंद भुवन, फोर्ट, मुंबई-०१.

शासकीय कार्यालयासमोर/न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक कागदाची आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४) नुसार

न्याय कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

18 DEC 2024

18 DEC 2024



जिल्हा प्रशासनाचे कार्यालय

REGISTRAR AGREEMENT

DATED DECEMBER 19, 2024

BETWEEN

DHANLAXMI BANK LIMITED

AND

KFIN TECHNOLOGIES LIMITED

REGISTRAR AGREEMENT

This Registrar Agreement (**Agreement** which term will include the recitals, annexures and schedules to this Agreement) is made and executed at Mumbai, Maharashtra, **ON DECEMBER 19, 2024 BY AND BETWEEN:**

DHANLAXMI BANK LIMITED, a duly incorporated Scheduled Commercial Bank with corporate identity number L65191KL1927PLC000307, being governed by the provisions of the Banking Regulation Act, 1949, and having its registered office at Dhanalakshmi Building, Naickanal, Thrissur - 680001, Kerala, India (hereinafter referred to as "**Bank**"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

KFIN TECHNOLOGIES LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at Selenium Tower B, Plot 31 & 32, Gachibowli, Financial District Nanakramguda, Serilingampally Hyderabad 500 032 Telangana, India (hereinafter referred to as "**Registrar**" or "**Registrar to the Issue**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

The Bank and the Registrar are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS

- A. The Bank is proposing to issue equity shares of face value ₹ 10/- each, ("**Rights Equity Shares**") aggregating up to ₹300 crores to its eligible equity shareholders on a rights basis ("**Issue**") in accordance with the provisions of the Companies Act, 2013 and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), 2015, as amended (the "**SEBI LODR Regulations**") along with the applicable relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India ("**SEBI**") and other applicable statutory and/or regulatory requirements at such terms and conditions as may be decided by the Bank, in consultation with the Lead Manager (as defined below) appointed for the Issue.
- B. The Board of Directors of the Bank have approved and authorised the Issue pursuant to a resolution dated October 22, 2024.
- C. The Bank has appointed BOB Capital Markets Limited to manage the Issue (the "**Lead Manager**") and the Lead Manager has accepted such appointment in terms of the letter dated August 22, 2024 and Issue Agreement between the Bank and the Lead Manager.
- D. In furtherance of the Issue, the Bank is, subject to receipt of requisite consents / approvals, proposing to file Letter of Offer ("**Letter of Offer**") with Securities and Exchange Board of India ("**SEBI**"), BSE Limited ("**BSE**") and the National Stock Exchange of India Limited ("**NSE**") and, together with BSE, the ("**Stock Exchanges**"). In terms of Regulation 69(7) of the SEBI ICDR Regulations, the Issuer is required to appoint a registrar who has connectivity with all depositories in connection with the Issue, as per the terms and conditions set forth in this Agreement and in the manner as required under the applicable laws, including the rules, regulations, circulars and notifications issued by the SEBI from time to time as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 ("**SEBI Act**"). The Board of Directors by its resolution dated November 29, 2024, has approved the appointment of KFin Technologies Limited as the Registrar to the Issue in accordance with the terms and conditions detailed in this Agreement.
- E. 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 ("**RTA Regulations**") and has a valid and subsisting Registration No. INR000000221.

- F. The Bank has approached the Registrar to act as the Registrar to the Issue and to perform attendant activities and functions in connection therewith (“**Assignment**”) and the Registrar has accepted the Assignment.
- G. In terms of Regulation 9A(1)(b) of the RTA Regulations, the Registrar is required to enter into a valid agreement with the Bank *inter alia* to define the allocation of duties and responsibilities between the Registrar and the Bank and in pursuance of the same, the Registrar and the Bank have entered into this Agreement.
1. **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 do hereby agree as follows: **DEFINITIONS AND**

INTERPRETATION

- 1.1. Capitalised words used in this Agreement (including the recitals above) have been defined at the place they are first used and are collated at **Annexure I (Defined Terms)**. Capitalised words used but not expressly defined in this Agreement bear the meaning assigned to them in the Letter of Offer. Words and phrases used but not expressly defined at **Annexure I (Defined Terms)** and in the Letter of Offer bear the meaning commonly ascribed to them at Indian law or in India, as the case may be.
- 1.2. The recitals contained herein shall be deemed to be an integral part of this Agreement.
- 1.3. In this Agreement, unless the context otherwise requires:
- a. Words denoting the singular number shall include the plural and vice versa, as applicable;
 - b. Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
 - c. Words importing any gender include every gender, as applicable.
 - d. Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
 - e. The words ‘including’ and ‘among others’ and words and phrases of a like nature used in this Agreement are deemed to be followed by the words ‘without limitation’ or ‘but not limited to’ or words or phrases of a like nature whether or not such latter words or phrases are expressly set out;
 - f. References to statutory provisions shall be construed as references to those provisions and any regulations made in pursuance thereof as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).
 - g. 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 or supplemented or any replacement or novation thereof;
 - h. Unless otherwise indicated, the terms ‘hereof’, ‘herein’, ‘hereby’, ‘hereto’ and derivative or similar words refer to the entirety of this Agreement;
 - i. Reference to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors in business or permitted assigns;
 - j. Unless otherwise indicated, any reference to clauses, sub-clauses, section, paragraph or schedules are to a clause, sub-clause, section or paragraph or schedule of or to this Agreement.
 - k. Unless otherwise defined the reference to the word ‘days’ shall mean calendar days;
 - l. References to a statute or regulation or a statutory provision or regulatory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified,

extended, re-enacted or replaced; and

- m. In case of any inconsistency between the definition of any term as set out in this Agreement and the SEBI ICDR Regulations or the Issue Documents, the definition provided under the SEBI ICDR Regulations or the Issue Documents (as applicable) shall prevail.
- n. 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.

2. SCOPE OF SERVICES

- 2.1. The Bank hereby appoints KFin Technologies Limited as the Registrar to the Issue and the Registrar accepts such appointment by accepting the terms of the appointment and signing this Agreement.
- 2.2. The Registrar hereby undertakes to perform and fulfil the Assignment 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 are required as per Applicable Law (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI and by-laws of the Stock Exchanges) and the applicable provisions of the Companies Act, and the SEBI ICDR Regulations) in respect of the Issue.
- 2.3. The Registrar hereby undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner, in compliance with Applicable Law, and such functions, duties, obligations and services as required under this Agreement. The Registrar undertakes and agrees that it shall be the Registrar's sole and absolute responsibility to ensure that such functions, duties, obligations and services are performed.
- 2.4. Notwithstanding anything contained to the contrary in this Agreement, no Party shall be responsible or liable, directly or indirectly, for any actions or omissions of any other Party.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 3.1. Each Party hereby represents, warrants, undertakes and covenants to the other that:
 - a. It is duly incorporated, registered and is validly existing under the laws of India, and no steps have been taken for its winding up, liquidation or receivership under Applicable Law.
 - b. This Agreement constitutes a valid, legal and binding obligation on its part and is enforceable against it in accordance with the terms hereof;
 - c. The execution, delivery and performance of this Agreement and any other document(s) related hereto by it has been duly authorised (by the concerned board of directors of the Parties or by such other person/s empowered to so authorise), executed and delivered by it; and
 - d. The execution, delivery and performance of this Agreement do not and will not violate, or contravene any provisions of, or constitute a default under (i) any law, regulation, judgement, decree or order of any governmental authority; (ii) its constitutional documents; or (iii) any other agreement or instrument or undertaking to which it is a party or which is binding on it or any of its assets.
- 3.2. The Registrar represents, warrants, declares, and undertakes that:
 - a. It has obtained a certificate of permanent registration dated April 1, 2022, bearing registration number INR000000221 from SEBI as per the provisions of the RTA Regulations. A copy of the certificate of registration is annexed at **Annexure II**. The Registrar shall ensure that its certificate of registration shall remain in force during the validity of this Agreement, including by taking prompt steps for renewal, if required. It has not violated any of the conditions subject to which the registration has been granted and that, no disciplinary or other proceedings have been initiated

against it by SEBI, or any other statutory or regulatory authority and that it is not debarred, suspended or prohibited from carrying on its activities as a registrar to the Issue. The Registrar will keep the Bank and the Lead Manager informed on an immediate basis if its registration with SEBI is cancelled, suspended, or withheld or if any orders are passed against it restricting it from carrying out the Assignments or if it is prohibited or restricted from performing the activities mentioned in this Agreement by any regulatory, statutory, governmental, quasi-judicial, administrative, or judicial authority and it shall cooperate to establish alternate arrangements for carrying out the Assignments.

- b. It has a clean track record, and no penalty has been imposed upon it by SEBI in the past. It has not violated any conditions subject to which the certificate of registration has been granted to it by SEBI and that no disciplinary or other proceedings have been commenced or threatened by SEBI and/or any regulatory, statutory, governmental, quasi-judicial, administrative, or judicial authority and that it is not debarred, suspended or prohibited from carrying on its activities. If any orders are passed by any regulatory, statutory, governmental, quasi-judicial, administrative, or judicial authority restricting it from carrying out the Assignment, it agrees to promptly inform the Bank and the Lead Manager of the same in writing on an immediate basis and accordingly cooperate and endeavour to establish alternate arrangements as may be necessary for carrying out the Assignment to complete the Issue as per the mandated regulatory timelines including but not limited to transfer of the Issue related data and files to such replacement registrar as specified by the Bank and the Lead Manager.
- c. It is a 'fit and proper person' as per the SEBI (Intermediaries) Regulations, 2008, as amended from time to time.
- d. It shall perform the Assignment and its duties with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with the Bank, investors etc. and that it will not take up any activities which are likely to be in conflict with its own interests, interests of the Bank, Lead Manager, investors and any other persons in relation to the Issue or contrary to the directions issued by SEBI and shall also abide by the RTA Regulations including code of conduct for Registrar to an Issue and Share Transfer Agent and the applicable rules, regulations and guidelines, circulars, notifications issued by SEBI including the SEBI ICDR Regulations.
- e. It shall carry out its Assignment, duties / responsibilities and complete all the formalities accurately and diligently within the specified time limits as per the Applicable Law and circulars, byelaws and guidelines issued by the Stock Exchanges. The Registrar shall immediately notify in writing the Bank and the Lead Manager about any errors, delays, or anticipated delays, omissions in completion of any of the formalities in relation to the performance of the Assignment.
- f. It shall keep and maintain proper books of accounts, other records and documents as specified in Regulation 14 of the RTA Regulations and shall preserve them for a minimum of 8 preceding financial years as specified in Regulation 15 or any such later period as may be prescribed under Applicable Law.
- g. It is not an associate of the Bank and shall not be deemed to be an associate of the Bank for the purposes of the RTA Regulations or any other Applicable Law.
- h. There are no conflicts of interest and duties in the performance of its duties as the Registrar to the Issue, and it shall immediately make adequate disclosures in writing to the Bank and the Lead Manager of any potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective, and unbiased services.
- i. It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth as stipulated in the RTA Regulations or other Applicable Law to honour its obligations and liabilities under this Agreement.

- j. It shall have a dedicated separate team of personnel handling post-Issue correspondence and shall deploy persons / officers who are well versed with the process involved in respect of the Assignments, having necessary expertise and skills for the purposes of rendering services, and it shall duly comply with all the statutory requirements of the Applicable Law, rules and regulations including but not limited to regulations and rules framed by SEBI and the Stock Exchanges.
- k. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment 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 the Registrar. It shall immediately notify the Bank and the Lead Manager of any delay or errors committed while completing any formalities in connection with the performance of the Assignment and other services indicated therein, which could not be avoided and / or any corrective action taken thereto, and shall indemnify the Bank and the Lead Manager, severally and not jointly, for any losses caused due to such error or delays.
- l. It has connectivity with the depositories, namely the National Securities Depository Limited (NSDL) and the Central Depository Services (India) Limited (CDSL, and along with the NSDL, collectively referred to as the **Depositories**).
- m. It shall cooperate and comply with any instructions the Bank and the Lead Manager may provide in respect of the Issue.
- n. It shall keep the Bank and the Lead Manager fully informed about the progress with regard to any legal action initiated against it and / or any of its group entity by any regulator from time to time.
- o. It is not subject to any litigation in, or injunction or order of, any court or regulatory authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner.
- p. 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.
- q. 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 direction of any statutory or regulatory authority, it shall immediately inform the Bank and take steps, in consultation with and as per the direction of the Bank and provide full co-operation in this regard, for a smooth transition of the securities data, to the extent applicable, held by the Registrar (at no cost to the Bank for such transition) to another registrar as may be appointed by the Bank.
- r. 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 Bank.
- s. The Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the Letter of Offer, Application Forms and Rights Entitlement Letter, including any respective supplements, corrigenda, or amendments and any other agreements entered into in relation to the Issue (collectively **Issue Materials**)
- t. It undertakes that the Demographic Details given by the Investors in the Application Forms will not be used by it for purposes other than in relation to the Issue.
- u. It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions, etc. issued by SEBI or the Central Government and for redressal of investor grievances. Such officer shall be the employee of the Registrar and the Bank shall not at any point in time be liable to pay any salary, remuneration, or perquisites to such officer.

- v. It shall hand over to the Bank all records/data and all related documents which are in its possession in its capacity as a registrar to the Issue within 48 hours from the termination of this Agreement or within 48 hours from the cancellation of its certificate of registration as a Registrar, whichever is earlier.
 - w. The Registrar shall provide back-up documents for the transactions to the Lead Manager within 1 month of the Issue Closing Date.
 - x. It shall advise the Bank on the amount of stamp duty payable and the mode of payment of such stamp duty, on the Rights Equity Shares being issued under the Issue, if applicable.
 - y. 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/2024/37 dated May 07, 2024, and all subsequent circulars and has implemented all systems and policies required in such circulars.
 - z. It shall comply with the Data Protection Legislation while performing its obligations under this Agreement.
 - aa. It shall ensure, on a best efforts basis, that the 1% deposit placed by the Bank with Stock Exchanges will be refunded to the Bank in the minimum possible time
- 3.3. The Bank hereby confirms that relying on the representations, warranties, declarations and undertakings of the Registrar set out at Clause 3.2 above, the Bank believes that the Registrar has the capability to handle the Assignment and fulfil its duties, obligations and functions under this Agreement.
- 3.4. The Bank hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, 2013, SEBI ICDR Regulations and other relevant statutes to enable it to undertake the said Issue. The Bank also agrees that it will coordinate with the Registrar and that it will not give any instructions which are in violation of Applicable Law. In addition to the activities set out at **Annexure III**, the Registrar undertakes to perform all such activities, which are typically required by them to be performed to ensure the commencement of trading of the securities offered in the Issue. The Bank and the Registrar may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon. Notwithstanding anything contained in this Agreement, the following activities shall form part of the Registrar's functions and responsibility in terms of this Agreement:
- a. Calculation of Rights Entitlements and fractional entitlement for each shareholder of the Bank as on the Record Date.
 - b. Over-printing and dispatch of Application Forms / Letter of Offer.
 - c. Printing and dispatch of duplicate / split Application Forms.
 - d. Collection of figures and applications and their processing.
 - e. Preparation of Basis of Allotment and getting the same approved by the concerned Stock Exchanges.
 - f. Dispatch of advice for credit of shares in electronic mode / refund advice wherever applicable.
 - g. Advising for the refund to ASBA banks and sending of electronic refunds.
 - h. Co-ordinating with NSDL and CDSL for various Issue related activities, as maybe required.

- i. Providing the Bank and the Lead Manager with the pre-Issue shareholding of the Bank in accordance with the formats prescribed under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**SEBI Listing Regulations**”) as amended, as on the Record Date.
- j. Preparing and providing the list of shareholders of the Bank as on the Record Date to the Bank and the Lead Manager within 1 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 the shareholder 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);
 - (x) Application Form Number
 - (xi) Bank details of the Eligible Equity Shareholder registered with the DP.
- k. Reviewing the ‘Terms of the Issue’ section and, or, other procedure related disclosures in the Issue Documents and providing inputs on the same.
- l. Drafting of Rights Entitlement Letter and dispatch of the same to Eligible Equity Shareholders along with Application Forms and Letter of Offer duly overprinted with details such as name, address of the existing shareholder, number of Equity Shares held, and co-ordinating printing of the same, if required in a timely manner.
- m. Verifying demat account details provided by the Eligible Equity Shareholders holding Equity Shares in physical form through PAN, client master sheet, etc.
- n. Ensuring collection and verification of any regulatory approval, including approval from the Reserve Bank of India, submitted along with an Application.
- o. Assisting the Bank in obtaining a separate ISIN for Rights Entitlement and Partly Paid Shares, 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, as amended, and other Applicable Law. 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.
- p. Co-ordinating 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.

- q. 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 Bank, for the Eligible Shareholders which would comprise Rights Entitlements relating to (a) Equity Shares held by Eligible Equity Shareholders which are held in physical form as on Record Date; or (b) Equity Shares which are held in the account of the Investor Education and Protection Fund (“IEPF”) authority; or (c) Equity Shares of the Eligible Equity Shareholder whose demat accounts are frozen or where the Equity Shares are lying in the unclaimed suspense account / demat suspense account (including those pursuant to Regulation 39 of the SEBI LODR Regulations) or details of which are unavailable with our Bank or with the Registrar on the Record Date or where Equity Shares have been kept in abeyance or where entitlement certificate has been issued or where instruction has been issued for stopping issue or transfer or where letter of confirmation lying in escrow account; or (d) such other cases where our Bank is unable to credit Rights Entitlements for any other reasons; and an intimation should be sent to such Eligible Equity Shareholders by the Registrar.
- r. Carrying out due procedures in relation to processing of multiple Applications as provided in the Letter of Offer.
- s. Making best efforts in procuring demat account details of shareholders holding Equity Shares as on Record Date such that these details are available not later than 2 working days prior to the Issue Closing Date.
- t. 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 Law.
- u. 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.
- v. Submitting details of total Rights Entitlements credited to the Eligible Equity Shareholders to the Bank and the Lead Manager immediately after completing the corporate action for the same and not later than 3 working days prior to Issue Opening Date.
- w. Making the details with respect to Rights Entitlement available on its website, such that 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.
- x. Assisting (including verification) the Bank and the Lead Manager, 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, (c) updating Indian address / email address / mobile number of Eligible Equity Shareholders of the Bank, (d) updating 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.
- y. Coordinating with the Depositories to suspend the ISIN of Rights Entitlement for transfers, from Issue Closing Date.
- z. Ensuring that the Rights Entitlement against which Applications are not received, lapses after closure of the Issue.

- aa. Ensuring that once Allotment is completed, the ISIN for Rights Entitlement is permanently deactivated in the depository system by the Depositories.
- bb. Opening appropriate demat suspense escrow accounts and ensuring same is done before the Record Date.
- cc. Determining the shareholders who have valid email addresses to whom Issue materials can be sent through email, and the list of the shareholders to whom dispatch of Issue materials needs to be sent through registered post as communicated by the Bank and as required under relevant SEBI circulars and Applicable Law.
- dd. Reviewing and commenting on the contents of the Application Form, Abridged Letter of Offer and Rights Entitlement Letter, and dispatch them to the Eligible Equity Shareholders, electronically and as required by the Bank and submitting a dispatch completion certificate immediately upon completion of dispatch (and in no event later than 3 days prior to the Issue Opening Date) in the format acceptable to the Lead Manager. The Registrar shall also upload the Letter of Offer, Abridged Letter of Offer, Application Form and details of Rights Entitlements on its website.
- ee. 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 Bank 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 Bank.

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;
- ff. Ensuring dispatch of all Issue materials whether electronically or physically (through registered post as may be required by the Bank) in case of non-availability of email id or bounce of email, is completed within the timelines prescribed under SEBI ICDR Regulations and other Applicable Law, which is at least 3 days prior to the Issue Opening Date.
- gg. Issuing timely dispatch confirmation immediately after completion of dispatch to the Bank and the Lead Manager to enable publishing and upload of the dispatch advertisement under Regulation 84 of the SEBI ICDR Regulations, at least 2 days prior to the Issue Opening Date. Further, the Registrar shall also upload such advertisements in connection with the Issue on its website.
- hh. Ensuring timely preparation, 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 other Applicable Law.
- ii. Providing the Bank and the Lead Manager with the pre-Issue, Issue and post-Issue shareholding of the Bank and other documents in relation to listing applications to be made to the Stock Exchanges, in the format specified under the SEBI Listing Regulations, as amended and as may be required.

- jj. 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.
- kk. Keeping a proper record of Applications and Application money received from Eligible Equity Shareholders and Renounees, 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(s) opened for the purposes of the Issue as may be agreed between the Bank, the Lead Manager, and the Registrar, on a daily basis at the end of the Issue to the Bank and the Lead Manager.
- ll. 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 format stipulated in **Annexure IV**.
- mm. Providing daily collection figures in Rupees and the number of Rights Equity Shares applied for;
- nn. 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;
- oo. Processing Application Forms for preparation of the Basis of Allotment and getting the same approved by the concerned Stock Exchanges;
- pp. 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 Bank / Lead Manager no later than 2 working days from the Issue Closing Date or other timeline which may be decided by the Lead Manager;
- qq. Providing correct data and all required schedules no later than 3 working days from the Issue Closing Date to the Bank and the Lead Manager to enable the Bank to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect Applications, in consultation with the Designated Stock Exchanges for timely approval of the Basis of Allotment;
- rr. After reconciliation of valid Applications through ASBA process, funds blocked and Rights Entitlements demat holding list, finalising allocation of Rights Equity Shares offered through the Issue;
- ss. Preparing a list of allottees entitled to Rights Equity Shares in consultation with the Bank and the Lead Manager, post communication of the Basis of Allotment by the Bank and preparing the intimation cum refund advice, in consultation with the Company and Lead Manager;
- tt. Complying with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Bank and the Lead Manager;
- uu. 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 Bank 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 Law 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 Bank, the Allotment details with the Designated Stock Exchanges to be appointed in connection with the Issue and confirm all formalities are completed.

- vv. Obtaining demographic details of all Applicants from Depositories and details of holders of Rights Entitlements as on Issue Closing Date, from the Depositories.
- ww. To address enquires and complaints from applicants, shareholders, renounees including ASBA applicants in an adequate and timely manner.
- xx. 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 Manager and the Bank. 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 Bank and Lead Manager and shall not be responsible for dispatch of advice to such Eligible Equity Shareholders.
- yy. Ensuring that all steps for completion of the necessary formalities for allotment of equity shares, issuing refunds, 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.
- zz. To take adequate steps for proper allocation and allotment of equity shares and issuing refunds without any delays. To have proper system and mechanism for tracking addressing and redressing investor complaints with respect to the Issue.
- aaa. To act as a nodal agency for redressing complaints.
- bbb. Maintaining books of accounts and such other records and documents in accordance with the regulations 14 and 15 and other applicable provisions of RTA Regulations or as may be specified by SEBI, the Bank and/or the Lead Manager 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 clause 3.6 of the SEBI master circular number SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 07, 2024, 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 Bank.
- ccc. 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.

- 3.5. The Registrar shall provide the following details in consultation with the Lead Manager, upon finalization of the Basis of Allotment, to the controlling branch of each SCSB, 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 Bank in a scheduled bank as per the provisions of the SEBI ICDR Regulations within the timelines specified in the ASBA process:
- a. Number of Rights Equity Shares to be allotted against each valid ASBA;
 - b. Amount to be transferred from the relevant bank account to the separate bank account maintained by the Bank 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 Exchanges about receipt of the minimum subscription; and
 - c. 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.
 - d. Crediting the Rights Equity Shares to the respective demat accounts of the Applicants based on Basis of Allotment approved by the Designated Stock Exchanges and shall issue instructions to unblock bank accounts / send refund intimation wherever necessary;
 - e. Crediting Rights Equity Shares to the allottees' demat accounts or demat escrow account opened by the Bank within the time frame indicated in the Letter of Offer;
 - f. 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 Manager and the Bank.
 - g. Collection and verification of any regulatory approval, including approval from the RBI, submitted along with an Application;
 - h. Ensuring that all investor complaints received are suitably addressed on priority basis;
 - i. 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;
 - j. Ensuring that Allotment made is correct and timely uploading of the correct file in the Depository system;
 - k. Providing / specifying the format to the SCSBs in which information in relation to ASBA is required;
 - l. Dispatch of letters of Allotment / Allotment advice / refund intimation or other permissible means to communicate Allotment and refund details in timely manner;
 - m. Uploading the data of Allottees who have opted for electronic mode of holding of Equity Shares;
 - n. Issuing duplicate refund intimations (after obtaining suitable indemnity bonds) as may be required, revalidation of refund orders / intimations and reconciliation of refund orders / intimations, subject to the Bank's approval;
 - o. Processing the rejected cases as per the procedure finalized with the Bank or as mentioned in the Letter of Offer;
 - p. Intimating to SCSBs and/or Banker(s) to the Issue, before the Issue Opening Date, the Issue Opening Date and the Issue Closing Date;

- q. Co-ordinating with SCSBs for submission of final certificates, after taking into account rectifications, if any;
- r. 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;
- s. Maintaining a complaints register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner of disposal. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;
- ddd. 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 Law. 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.
- t. Maintaining such other records in accordance with the RTA Regulations or as may be specified by SEBI, the Bank and/or the Lead Manager in relation to carrying on the activities as Registrar to the Issue, provided the Registrar shall maintain all the records for at least 8 years as per applicable SEBI guidelines;
- u. 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;
- v. Reconciling the compiled electronic data collected from the Stock Exchanges and the data / schedules collected from the SCSBs with the Rights Entitlements demat holding list and bank schedules provided by the Banker(s) to the Issue;
- w. 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 Bank or Registrar);
- x. In case of underwriting, provide a written notice to the Bank and the underwriters of the Rights Equity Shares which remain unsubscribed in the Issue, within 3 days of the Issue Closing Date;
- y. Providing a confirmation to the Bank and the Lead Manager of the amounts to be transferred to the bankers to the Issue or to be unblocked from the ASBA accounts;
- z. Keeping accurately, at all times, the electronic records relating to ASBAs received from all SCSBs;
- aa. Co-ordinating with the Bank to transfer (a) the Rights Entitlements from demat suspense escrow account 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 Bank to reconcile for correct and timely credits / transfers;
- bb. Handling post-dispatch correspondence till handing over of electronic and physical records by the Registrar to the Bank and the Lead Manager;
- cc. Assisting the Bank and the Lead Manager in obtaining foreign inward remittance certificates from the SCSBs for necessary filing with the RBI;

- dd. Assisting the Bank in disposal / handing of Equity Shares or Rights Entitlement available in the demat suspense escrow account in a manner and time period as the Bank may deem fit; and
 - ee. Finalising various post-Issue monitoring reports such as the final Issue monitoring report, along with relevant documents / certificates to be submitted to SEBI within the stipulated time in consultation with the Bank and the Lead Manager and shall ensure that such reports are based on authentic and valid documentation received from the SCSBs and the collection centers.
- 3.6. The Registrar shall provide all necessary schedules, workings and / or certificates required for the Bank:
- a. To make an application to the Stock Exchanges to seek in-principle approval;
 - b. To make an application to the Stock Exchanges to seek listing and trading approval of Rights Entitlement;
 - c. To make an application to CDSL / NSDL for ISIN creations, credit of Rights Entitlements in the temporary ISIN and credit of Rights Equity Shares to the Applicant as per the Basis of Allotment;
 - d. To make an application to CDSL / NSDL for ISIN post-Allotment of Equity Shares; and
 - e. To make an application for final listing and trading approval to the Stock Exchanges.
 - f. to take all necessary actions, as required, in relation to the above mentioned applications to be made to the Stock Exchanges and CDSL/NSDL.
- 3.7. Without prior consent of the Bank, 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.
- 3.8. The Registrar shall extend all necessary support to the Bank and the Lead Manager and the SCSBs as may be required for the smooth and speedy functioning of the ASBA process and the process prescribed under SEBI master circular number SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 07, 2024 and any subsequent circulates or guidelines issued by SEBI, from time to time ,in this regard.
- 3.9. The Registrar undertakes that it shall not generally in respect of any dealings in Equity Shares, 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; 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.
- 3.10. 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 Shares in physical mode, getting their demat account details, credit Rights Equity Shares or Rights Entitlements to the relevant demat suspense escrow 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 Banker to the Issue /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.

3.11. 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 Bank and Lead Manager 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 expiry/ termination of this Agreement.

3.12. The Bank agrees that the Registrar will not hand over any application or other documents / records pertaining to the Issue to the Bank or to any other person, except the Lead Manager and the Stock Exchanges (subject to the Registrar giving prior notice of such disclosure to the Bank) until the completion of dispatch of allotment letters, refund orders, share certificates etc . The Registrar undertakes not to disclose or cause to be disclosed the same to any other person, without the written consent of the Bank. The Bank agrees that it will have access to the applications / documents pertaining to the Issue. The Bank will be the sole owner of all records and documents pertaining to the Issue and the Registrar shall provide such copies / extracts of the same as and when required by the Bank.

- 3.13. 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 Bank or Lead Manager, 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 Banker(s) 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 Banker(s) to Issue, including any of their correspondent banks.

Provided that the Registrar shall issue instructions to SCSBs and the Banker(s) to the Issue 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's account.

- 3.14. 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 Bank or the Issue, which comes to its knowledge pursuant to its appointment hereunder. Registrar shall comply with all laws, rules and regulations (including the Information Technology Act, 2000 and the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016) pertaining to data protection, privacy and information security including obtaining ISO 27001: 2013 Certification for providing an assurance herein that all technological measures are in place for ensuring there is no leakage of Data in any manner. The Registrar will not, at any time, disclose or reveal confidential information to any person except to directors, employees and officers of the Registrar who 'need to know' the confidential information for the sole purpose set out under this Agreement. The Registrar may have to provide certain information regarding the Investors, 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 Bank and the Lead Manager before providing such information.
- 3.15. The Registrar shall be responsible for validating the correctness of the information provided by SCSB with reference to the DP ID / Client ID and corresponding PAN details obtained from the depositories and SCSBs will be responsible for data provided by them to the Registrar.
- 3.16. The Registrar shall ensure that the uniform procedure is followed for processing applications under the ASBA process and under the non-ASBA process.
- 3.17. The Registrar will handle the Assignment from its Registered Office at Selenium Tower B, Plot No. 31 & 32, Gachibowli, Financial District Nanakramguda, Serilingampally Hyderabad 500 032 Telangana, India, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the said Issue.
- 3.18. The Issue stationery including allotment letters, refund orders, share certificates etc., shall be kept ready and handed over to the Registrar by the Bank within 12 days from the Issue Closing Date. The Bank will arrange to obtain prior approval for Issue stationery from the Stock Exchanges and Refund Bankers.
- 3.19. The Bank shall make available in advance to the Registrar requisite funds for postage, mailing charges for despatching of Application Form with Letter of Offer, allotment letters, etc.
- 3.20. The Parties to the Agreement agree that formats of all reports, statements and other documents shall be in conformity with the standard designs approved by the relevant designated Stock Exchanges.
- 3.21. The Bank, if deemed necessary, shall take special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission, etc.

- 3.22. The documents / records pertaining to the Issue like original application forms, basis, details of allotments, refund stationery (including wastage, destroyed, handed over to Bank, etc) shall be maintained by the Registrar for a minimum period of 8 years or such other period as per applicable SEBI guidelines, as and the same should be made available for inspection as and when decided by any statutory or regulatory authority including SEBI. Thereafter, these documents shall be handed over to the Bank for maintenance thereafter.
- 3.23. The Registrar shall be required to inform the Bank and the Lead Manager within 24 hours from receipt of any 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 RTA Regulations and upon request by the Registrar, the Bank 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 Bank and the Lead Manager. Similar status reports will also be provided to the Bank, as and when required by the Bank. The Registrar agrees that the Bank and the Lead Manager will 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 herein.
- 3.24. The Registrar shall give the complete data including but not limited to Application Forms, Allotment Advice, refund orders, etc., to the Bank as and when called for by it without any additional costs/charges.
- 3.25. The Registrar while discharging its responsibilities under this Agreement shall comply with and be governed by (i) the SEBI ICDR Regulations (including any amendments that may be notified), (ii) the SEBI Listing Regulations (including any amendments that may be notified) (iii) SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iv) the SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, (v) the SEBI circular no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, (vi) SEBI circular SEBI/HO/CFD/CIR/CFD/DIL/67/2020 dated April 21, 2020 (vii) SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 07, 2024 and (viii) various other circulars issued by SEBI from time to time.
- 3.26. Any special / additional reports or jobs that are outside the scope of this Agreement and may be required by the Bank will attract additional charges on mutually agreeable terms. Similarly, any non-standard / ad-hoc reports which require programme modification / system changes will attract additional charges on mutually agreeable terms.
- 3.27. The Registrar and the Bank agree that non-compliance of any of the covenants contained herein by either Party shall be reported to SEBI within 7 days by the other party.

4. CONFIDENTIALITY

- 4.1. The Registrar shall not, and shall ensure that its officers, employees, and agents shall not, during the term of this Agreement or thereafter, either directly or indirectly for any reason whatsoever, divulge or disclose to any third party or make public any information whatsoever, which may come to their knowledge during or as a result of their appointment as Registrar to the Issue and whether concerning the Issue, the business, property, contracts, methods, transactions, dealings, affairs or members of the Bank or otherwise and Demographic Details of the Investors, save and except in accordance with the performance of their duties hereunder or as required by Applicable Law. The Registrar may have to provide certain information regarding the Investors 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 written intimation to the Bank and the Lead Manager before providing such information so as to enable the Lead Manager/Bank to obtain appropriate injunctive or other relief to prevent such disclosure. Such

intimation shall be accompanied by a copy of the court order/ legal or regulatory request or similar process.

5. PAYMENT TERMS

- 5.1. The Registrar and the Bank agree that the fees and charges payable to the Registrar for handling the Assignment shall be as specified in **Annexure V**.
- 5.2. Should there be a major change in the Issue Opening Date or in the event of (i) a complete collapse or dislocation of business in the financial markets in India, (ii) due to war, insurrection, pandemic or any other serious sustained, political or industrial disturbance or (iii) a *force majeure* event, the Registrar shall have option to withdraw from the Issue before the Issue Opening Date and / or to renegotiate this Agreement with the Bank. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.

6. INDEMNITY

- 6.1. The Registrar shall act with due diligence, care and skill while discharging 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 Bank. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost, indemnify, keep indemnified, defend and hold harmless the Bank, its affiliates, advisors, its successors, its directors, promoter, management, representatives, officers, employees, successors, assigns and agents (collectively, along with the Bank, the “**Bank Indemnified Parties**”), and (ii) the Lead Manager, its affiliates, advisors, its successors, its directors, promoter, management, representatives, officers, employees, successors, assigns and agents and each other person, if any, controlling the Lead Manager or its affiliates (collectively, along with the Lead Manager, the “**Lead Manager’s Indemnified Parties**”) (each an “**Indemnified Party**”) at all times from and against all claims, suits, notices, actions, litigation, penalties, damages, cost, charges, losses, expenses, including without limitation, legal fees and court costs, penalties, interest, including due to delay in refund of application money, and demands which may be made or commenced against the Bank, Eligible Equity Shareholders for the Equity Shares, any holder of the Equity Shares issued or any third party as a consequence of any act or omission of or failure, negligence, deficiency or error on the part of the Registrar or any of its officers, employees or agents in discharging or performing or fulfilling its functions, duties, obligations and services under the terms and conditions set out herein, 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 Bank or Lead Manager 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.

- 6.2. Further, the Registrar shall be directly responsible to and shall indemnify, and keep indemnified, the Indemnified Party for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services in connection with the Assignments. The Registrar shall further indemnify and refund all costs incurred by the Indemnified Parties in addressing Investor complaints, arising out of any deficiency on the part of the Registrar, which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Lead Manager and the Bank due to error or omission committed solely by a party other than the Registrar, and where the Registrar has not acted negligently or committed an act of wilful misconduct.
- 6.3. The Registrar also undertakes to immediately, on the date of this Agreement, enter into a letter of indemnity in the format set out in **Annexure VI** with the Lead Manager. The Registrar acknowledges and agrees that entering into this Agreement for performing its duties and responsibilities is sufficient consideration for the letter of indemnity. The Registrar shall be bound to indemnify the Lead Manager including for any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs arising out of a breach of the obligations of the Registrar under this Agreement or error or failure to deliver or perform the services contemplated under this Agreement. The Registrar acknowledges and agrees that entering into this Agreement for performance of its duties and responsibilities is sufficient consideration for the letter of indemnity. In case of any conflict between the Letter of Indemnity and this Agreement, the Letter of Indemnity shall prevail. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Bank due to error or omission committed by the Registrar in good faith, and where the Registrar has not acted negligently or committed an act of wilful misconduct.
- 6.4. In the event of default of any of the duties and responsibilities of the Registrar herein or any default/error in the services rendered or any deficiency in service or a failure to perform any service as contemplated under this Agreement by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to rectify such defaults 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 for any liability arising out of such error or failure to deliver the 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 3 working days upon being instructed by the Bank, transfer all the documents in its possession including shares, to any other registrar / depository, as instructed by the Bank. In the event of any conflict between the terms and conditions of the letter of indemnity and this Agreement, the terms and conditions of the letter of indemnity shall prevail, to the extent it relates to the Lead Manager.

7. ARBITRATION

- 7.1. The laws of India shall govern the validity and interpretation hereof and the performance by the Parties hereto of their respective duties and obligations hereunder. In the event a dispute, controversy or claim arises out of or in relation to or in connection with the validity interpretation, implementation or alleged breach of this Agreement (the "**Dispute**"), the Parties (the "**Disputing Parties**") shall attempt in the first instance to resolve such dispute through negotiations between the Disputing Parties. If the dispute is not resolved through negotiations within seven Working Days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing), then either of the Disputing Parties, by notice in writing to each of the other Parties, may submit the Dispute to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended (the "**Arbitration Act**").

- 7.2. The Parties agree that the online dispute resolution mechanism as per the provisions of the master circular for online dispute resolution 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 master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 (“**SEBI ODR Circulars**”) and the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023, as amended, would not be applicable to any disputes arising out of the Issue.
- 7.3. Any reference made to the arbitral tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by Parties under this Agreement.
- 7.4. The arbitration shall be conducted as follows:
- a) all proceedings in any such arbitration shall be conducted in the English language;
 - b) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration in Thrissur, Kerala, India (seat and venue of arbitration);
 - c) each Disputing Party shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. In the event that there are more than two Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the Arbitration Act and that each of the arbitrators so appointed shall have at least three years of relevant expertise in the area of securities and / or commercial laws. In the event of a Party failing to appoint an arbitrator or the arbitrators failing to appoint the third arbitrator as provided hereinbefore, such arbitrator(s) shall be appointed in accordance with the Arbitration Act;
 - d) the arbitrators shall have the power to award interest on any sums awarded;
 - e) notwithstanding the power of the arbitrators to grant interim relief, the Disputing Parties shall have the power to seek appropriate interim relief from the courts of Thrissur, which shall have sole and exclusive jurisdiction;
 - f) the arbitration award shall state the reasons on which it was based;
 - g) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction in Thrissur, Kerala;
 - h) the Parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitrators;
 - i) the arbitrators may award to a Disputing Party that substantially prevails on merits, its costs and actual expenses (including actual fees of its counsel); and
 - j) the Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.

8. GOVERNING LAW

- 8.1. This Agreement shall be governed by and performed in accordance with the laws of India, and any claims, disputes or differences arising out of, or in connection with, this Agreement (including relating to Indemnity), shall be first referred for arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. Subject to Clause 7, the courts of competent jurisdiction in in Thrissur, Kerala, India shall have jurisdiction in relation to the matters pertaining hereto.

9. SEVERABILITY

- 9.1. If any provision or any portion of a provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable this Agreement, but rather will be construed as if not containing the particular invalid or unenforceable provision or portion

thereof, and the rights and obligation of the Parties hereto will be construed and enforced accordingly. The Parties hereto will negotiate in good faith and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties hereto the benefits of the invalid or unenforceable provision.

10. WAIVER

- 10.1. No waiver of any provisions of this Agreement shall constitute a waiver of any other provisions(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

11. BINDING EFFECT, ENTIRE UNDERSTANDING

- 11.1. These terms and conditions will be binding on and inure to the benefit of the Parties hereto, their successors, and permitted assigns. These terms and conditions constitute the entire agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreements, representations, understandings, arrangements, communications or expressions of intent relating to the subject matter of this Agreement and merges all discussions and negotiations among them.

12. TERM

- 12.1. This Agreement shall be valid from the date of this Agreement until the expiry of 3 years from the Issue Closing Date.
- 12.2. The Bank in consultation with the Lead Manager shall be entitled to terminate this Agreement in the event the Registrar's certificate of registration is suspended / cancelled or SEBI debars the Registrar from carrying on its activities or in any way prohibited, either by an order of a 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 Bank for any loss suffered by the Bank due to cancellation/suspension of certificate of registration of the Registrar by SEBI or any other authority. In the event the Bank in consultation with the Lead Manager 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 Bank. Notwithstanding anything contained in this Agreement, the Bank may terminate this Agreement with or without cause, upon giving 7 days' notice to the Registrar of its intention to so terminate the Agreement. Such termination would be effective only when the new registrar is appointed for the Issue on the terms and conditions similar to the terms agreed upon herein and appropriate handover of data from the Registrar to the new registrar is carried out subject to fulfilling the requirements as may be prescribed by SEBI.
- 12.3. 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 Bank, the Lead Manager or the newly appointed registrar to the Issue towards taking over duties and responsibilities as the new 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 Agreement till termination of this Agreement.
- 12.4. The termination of this Agreement will in no event terminate or prejudice (i) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (ii) any provision which by its nature is intended to survive termination, including the provisions of Clause 4 (*Confidentiality*), Clause 6 (*Indemnity*), Clause 7 (*Arbitration*), Clause 8 (*Governing Law*) and Clause 14 (*Miscellaneous*) of this Agreement.

13. NOTICE

- 13.1. Any notice between the Parties hereto relating to this Agreement shall be strictly effective upon receipt and shall, except as otherwise expressly provided herein, be sent by hand delivery, by registered post or by email transmission to:

If to the Bank:

DHANLAXMI BANK LIMITED

Dhanalakshmi Building,
Naickanal, Thrissur 680 001,
Kerala, India

Telephone: 0487-2999711

Email: investors@dhanbank.co.in

Contact Person: Venkatesh. H, Company Secretary and Compliance Officer

If to the Registrar:

KFIN TECHNOLOGIES LIMITED

Selenium Tower B, Plot 31 & 32,
Gachibowli, Financial District
Nanakramguda, Serilingampally
Hyderabad 500 032,
Telangana, India

Telephone: +91 40 67162222/18003094001

E-mail: einward.ris@kfintech.com

Contact Person: M Murli Krishna

14. MISCELLANEOUS

- 14.1. No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties hereto.
- 14.2. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the Parties, provided that no Party shall assign any of its rights, or delegate any obligations under this Agreement without the prior written consent of the other, and any attempted assignment or delegation without consent shall be null and void.
- 14.3. Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership or association of Persons between the Parties.
- 14.4. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14.5. The Persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this Agreement on behalf of the Parties for whom they are signing.
- 14.6. This Agreement sets out the entire agreement and understanding among the Parties with respect to the subject matter hereof. This Agreement supersedes all previous letters of intent, heads of terms, prior discussions and correspondence, whether made in oral, written, electronic or any other form, exchanged between any of the Parties in connection with the transactions referred to herein, all of which shall have no further force or effect

15. COUNTERPARTS

15.1. This Agreement may be executed in one or more counterparts, and when executed and delivered by the Parties, shall constitute a single binding agreement.

[signature page follows]

IN WITNESS WHEREOF the Parties have caused these presents to be executed on this the day and year first hereinabove mentioned.

For and behalf of **Dhanlaxmi Bank Limited**



Authorised Signatory

Mr. Ajith Kumar K K, MD & CEO

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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:

SIGNED

**ON BEHALF OF KFIN TECHNOLOGIES LIMITED
(IN ITS CAPACITY AS THE REGISTRAR TO THE ISSUE)**

M. Murali Krishna



**Name: M.Murali Krishna
Designation: Sr. Vice President
Date: December 19, 2024
Place: Hyderabad**

ANNEXURE I

(Defined Terms)

Abridged Letter of Offer means the abridged letter of offer to be sent to the Eligible Equity Shareholders with respect to the Issue in accordance with the provisions of the SEBI ICDR Regulations and the Companies Act;

Allotment means allotment of Rights Equity Shares pursuant to the Issue;

Allotted shall mean the allotment of Rights Equity Shares to successful Applicants pursuant to the Issue.

Applicant or **Investor** means Eligible Equity Shareholder(s) and/or Renouncee(s) who make an application for the Rights Equity Shares pursuant to the Issue in terms of the Letter of Offer;

Application means application made through submission of the Application Form or plain paper Application to the Designated Branch 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 means unless the context otherwise requires, an application form (including online application form available for submission through the website of the SCSBs (if made available by such SCSBs) under the ASBA process) used by an Applicant to make an Application for the Allotment of Rights Equity Shares in the Issue;

Applicable Law means any law, statute, code, bye law, regulation, rule, guideline, notification, circular, order, regulatory policy (including any requirement or notice of any regulatory body), compulsory guidance or order of any judicial or quasi-judicial authority or directive, delegated or subordinate legislation deemed applicable by any governmental or other authority recognised by law in any applicable jurisdiction, inside or outside India; including the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Securities Contract (Regulations) Rules, 1957, the Companies Act, 2013 as amended from time to time, the SEBI ICDR Regulations as amended from time to time, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time, Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992 as amended from time to time the Banking Regulation Act, 1949 as amended from time to time, the Foreign Exchange Management Act, 1999 and rules and regulations thereunder (“**FEMA**”), including the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, and the guidelines, instructions, rules, communications, circulars and regulations as amended from time to time, issued by the Government of India (“**GoI**”), the Registrar of Companies, SEBI, RBI, the Stock Exchanges or by any other Governmental Authority and similar agreements, rules, regulations, orders and directions in force, whether in India or overseas;

ASBA or **Application Supported by Blocked Amount** means an Application (whether physical or electronic) used by an Applicant/ Investor to make an Application authorizing the SCSBs to block the application amount in a specified bank account maintained with the SCSB; or to block the Application Amount using the UPI Mechanism;

Basis of Allotment means the basis on which the Rights Equity Shares will be Allotted to successful Applicants in consultation with the Designated Stock Exchanges under the Issue;

Banker(s) to the Issue means, collectively, the Allotment Account Bank and the Refund Bank, being Axis Bank Limited.

Board of Directors means the board of directors of the Bank;

BSE means BSE Limited;

Central Government means the Central Government of India

CDSL means the Central Depository Services (India) Limited;

Companies Act means the Companies Act, 2013, as amended, as applicable and the relevant rules, clarifications, circulars, notifications, and regulations made thereunder;

Bank or Issuer means Dhanlaxmi Bank Limited;

Data Protection Legislation means 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 and Digital personal Data protection Act ,2023 as amended, including the Privacy Rules and any other applicable rules framed thereunder;

Depository or Depositories collectively means NSDL and CDSL or any other depository registered with SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018, as amended from time to time, read with the Depositories Act, 1996;

Designated Stock Exchanges means the designated Stock Exchanges as chosen by the Bank in terms of the SEBI ICDR Regulations;

Disputing Parties means the meaning ascribed to it in Clause 7.1 of this Agreement;

DP means depository participant as defined under the Depositories Act, 1996;

DP ID means depository participant's identification number;

Eligible Equity Shareholder(s) means the holder(s) of the Equity Shares as on the Record Date;

Equity Shares means the fully paid-up equity shares of face value of ₹ 10 each of the Bank;

FPI means a foreign portfolio investor as defined and registered under the SEBI FPI Regulations;

IEPF or Investor Education and Protection Fund means the fund set up under Section 125 of the Companies Act, 2013;

Issue bears the meaning ascribed to it in Recital A of this Agreement;

Issue Closing Date means the date of closing of the Issue as determined and disclosed in the Letter of Offer;

Issue Opening Date means the date of opening of the Issue as determined and disclosed in the Letter of Offer;

Lead Manager means BOB Capital Markets Limited

Letter of Offer bears the meaning ascribed to it in Recital D of this Agreement;

NRI means 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 means the National Securities Depository Limited;

NSE means the National Stock Exchange of India Limited;

OCB means a company, 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 means permanent account number;

Personal Data means the meaning ascribed to it under the Privacy Rules;

Privacy Rules means the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended;

RBI means the Reserve Bank of India;

Record Date means the designated date for determining the Eligible Equity Shareholders for the purpose of participation in the Issue;

Registrar or “**Registrar to the Issue**” means KFin Technologies Limited;

Renouncee(s) means person(s) who has/have acquired Rights Entitlements from Eligible Equity Shareholders on renunciation;

Rights Entitlements means the number of Rights Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by such Eligible Equity Shareholder on the Record Date. Pursuant to the provisions of the SEBI ICDR Regulations and the Streamlining of Rights Issue Circular, the Rights Entitlements shall be credited in dematerialized form in respective demat accounts of the Eligible Equity Shareholders before the Issue Opening Date.

Rights Entitlement Letter means the letter which includes details of Rights Entitlements of the Eligible Equity Shareholders. The Rights Entitlements are also accessible on the website of the Bank;

RTA Regulations means the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended;

SEBI means the Securities and Exchange Board of India;

SEBI FPI Regulations means Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended

SEBI ICDR Regulations means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended;

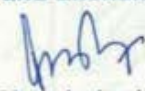
SEBI Listing Regulations means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended

Self-Certified Syndicate Bank or **SCSB** means a self-certified syndicate bank registered with SEBI, which offers the facility of ASBA. A list of all SCSBs is available at website of SEBI and/or such other website(s) as may be prescribed by SEBI from time to time; and

Stock Exchanges means collectively the BSE and the NSE.

“**Working Days**” means all days on which commercial banks in Mumbai are open for business. Further, in respect of Issue Period, working day means all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business. Furthermore, in respect of the time period between the Issue Closing Date and the listing of the Rights Equity Shares on the Stock Exchanges, working day means all trading days of the Stock Exchanges, excluding Sundays and bank holidays, as per circulars issued by SEBI.

ANNEXURE II

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	प्ररूप ख 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 8)		
00 1430	रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION	
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 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		
KFIN TECHNOLOGIES LIMITED Selenium, Tower B, Plot No. 31 and 32 Financial District, Nanakramguda, Serilingampally Hyderabad- 500032 Telangana, India		
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। as registrars to an issue and share transfer agent in Category I*/registrar 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.		
II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड है। II. Registration Code for the registrar to an issue and share transfer agent is		
This Certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board		
III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमान्य है। III. Unless renewed, the certificate of registration is valid from		
स्थान Place	Mumbai	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
तारीख Date	April 1, 2022	 Dinesh Joshi प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory
*जो लागू न हो उसे काट दें। *Delete whichever is not applicable		

ANNEXURE III

LIST OF ACTIVITIES

I. PRE-ISSUE WORK – INVESTOR INTERFACE

Sr. No.	Activity	Responsibility
1.	Creation of Investor interface	Registrar
2.	Option for Registration of Email ID and mobile number by shareholders against their folio number / demat account number.	Registrar
3.	Module for shareholders holding shares in physical form to register demat account details against their physical holding.	Registrar
4.	Enabling investors to download their entitlement letter by entering their folio/demat account details and downloading of entitlement letter with variable data of their shares held on Record Date and their entitlement.	Registrar
7.	Sending of OTPs via email and mobile at various stages	Registrar
9.	Validation of investor credentials at various stages	Registrar
10.	Enabling investors to download the Letter of Offer, Abridged Letter of Offer, Application Form, plain paper Application etc.	Registrar
11.	Enabling investors to view the FAQs	Registrar
12.	Ensuring data security, transparency, integrity and fairness in the interface for investors submitting their personal information	Registrar
13.	Help line for attending investors phone calls	Registrar

II. PRE-ISSUE WORK - ISSUE ACTIVITIES

Sr. No.	Activity	Responsibility
1.	Finalisation of Banker(s) to the Issue, list of branches, controlling and collecting branches.	Bank / Registrar Lead Manager
2.	Design of Application Form Rights Entitlement Letter, Abridged Letter of Offer, plain paper Application, Schedule, and Pre-printed stationery	Bank / Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by collection banker and SCSBs.	Registrar
4.	Placing of orders for and procuring pre-printed stationery.	Registrar
5.	Assist the Bank in obtaining equity share ISIN and a separate ISIN for credit of Rights Entitlements (“REs”), from the Depositories (“RE ISIN”) before the Issue Opening Date.	Bank / Registrar
6.	Obtaining data of Eligible Equity Shareholders from the current registrar of the Bank as on the Record Date (if different from the Registrar to the Issue).	Bank / Registrar
7.	Checking artwork pertaining to Allotment and credit advice	Registrar
8.	To set up request for record date data and download the same from Depositories before the issue opening date	Registrar

Sr. No.	Activity	Responsibility
9.	To calculate the s Rights Entitlements (REs) for the shareholders who are holding shares as on record date as per the ratio of rights declared by the Bank before the Issue Opening Date (and in case of fractional entitlement of Rights Entitlements , the fractional part shall be ignored by rounding down the entitlement).	Registrar
10.	Crediting REs in the special ISIN created for the purpose and taking necessary steps for cancelling / extinguishment of the same at the appropriate time.	Registrar
11.	To open demat suspense escrow accounts before the issue opening date, in the name and style of (a) “ <i>Dhanlaxmi Bank Limited RE Unclaimed Suspense Account</i> ” and (b) “ <i>Dhanlaxmi Bank Limited Equity Suspense Account</i> ”.	Registrar / Bank
12.	Credit/transfer of REs in demat account of physical shareholders who have provided demat account details, if applicable,	Registrar / Bank
13.	Credit/transfer of REs of the demat suspense escrow account as applicable.	Registrar / Bank
14.	To take corporate action to credit the RE in the demat account of the shareholders who are holding shares as on record date under the RE ISIN before the issue opening date.	Registrar
15.	To assist the Bank in submitting details of the total REs credited to Stock Exchanges immediately after completing the corporate action and obtain trading approvals for REs before the Issue Opening Date.	Registrar / Bank
16.	To consolidate the REs towards demat account with status not active or frozen or account details not available, entitlement towards shares held in Unclaimed Suspense account, IEPF account and entitlement towards shares held in physical mode and credit the RE in the suspense escrow demat account opened by the Bank / Registrar before the issue opening date	Registrar
17.	Sending intimations to shareholders on credit of REs in case the demat account is not active or frozen or demat account details are not available, including REs held in unclaimed suspense account or IEPF account.	Registrar / Bank
18.	To collect the confirmation letters from NSDL and CDSL towards credit of REs, the total of which to tally with Issue size before the Issue opening date.	Registrar
19.	To send via email the Entitlement letter, letter of offer to shareholders who have a registered email id with their demat a/c or the Bank / RTA before the Issue Opening Date.	Registrar
20.	Since shareholders trade in REs for renouncing via market / off market sale, to download the benpos as on the Issue Closing Date containing balance in RE ISIN for validation of online applications made by the renouncees during the Issue.	Registrar
21.	To transfer shares on a daily basis from the demat suspense escrow account to the demat a/c of the physical shareholders who have registered	Registrar

Sr. No.	Activity	Responsibility
	their demat a/c with RTA via online interface, after validation of demat a/c for name mismatch, order of names and active a/c status during the issue upto 1 day before Issue Closing Date.	
22.	To cancel / extinguish all RE shares lying in the demat a/cs which were not applied after the closure of issue.	Registrar
23.	To receive bid data from the Stock Exchanges for ASBA applications after the closure of issue	Registrar
24.	Upload Application Form on its website	Registrar
25.	Upload details with respect to shareholder entitlement on its website	Registrar
26.	Creation of Master List and printing / overprinting covering letters for refunding Application Money, printing/ overprinting of Allotment letter/Refund intimations, if required.	Registrar
27.	Payment towards postage of blank Application Forms, covering letter and Letter of Offer, Abridged Letter of Offer and Rights Entitlements Letter.	Bank

III. ISSUE WORK

Sr. No.	Activity	Responsibility
1.	Printing and transmitting/dispatch of blank Application Forms/ Intimation Letter / Letter of Offer / Abridged Letter of Offer / Rights Entitlement Letter.	Registrar
2.	Collection of daily, weekly, bi-weekly 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
3.	Expediting dispatch of Applications, final certificate from the controlling branches.	Registrar
4.	Acceptance and processing of Applications along with final certificate and schedule pages from controlling branches of SCSB.	Registrar
5.	Acceptance and processing of Applications from designated collection centres in the manner prescribed under the SEBI ICDR Regulations	Registrar
6.	Preparation of 3-day Report to be filed with SEBI.	Registrar / Lead Manager
7.	Scrutiny of applications received from the Banker(s) to the Issue	Registrar
8.	Reconciliation of number of applications, securities applied and money received with final certificate received from bank.	Registrar
9.	Validating ASBA applications with record date data	Registrar
10.	Identification and rejection of applications with technical faults / rejections and duplicate Applications with reference to applicable statutory / regulatory/ contractual requirements	Registrar/ Bank

Sr. No.	Activity	Responsibility
11.	Prepare statement for deciding basis of allotment in consultation with the designated Stock Exchanges.	Registrar
12.	Finalising basis of allotment after approval of the Stock Exchanges and preparing list of allottees / non-allottees as per the basis of allotment approved by the Stock Exchanges.	Registrar
13.	Advice to Bankers / ASBA Bankers regarding refund of application money	Registrar
14.	Allotment of equity shares on the formula devised by Stock Exchanges	Registrar
15.	Electronic credit of shares to the concerned shareholders' beneficiary account held with NSDL / CDSL.	Registrar
16.	Preparation of allotment cum refund register, register of members and index register.	Registrar
17.	Printing electronic credit advices, Allotment advice cum refund advices	Registrar
18.	Printing postal journal for despatching, Allotment advice.	Registrar
19.	Preparation of Listing related reports for submission with Stock Exchanges.	Registrar

Sr. No.	Activity	Responsibility
1.	Printing and transmitting/dispatch of blank Application Forms/ Intimation Letter / Letter of Offer / Abridged Letter of Offer / Rights Entitlement Letter.	Registrar/Bank
2.	Co-ordinating for modification of Application in accordance with Applicable Law on T+1	Registrar
3.	Credit of Rights Entitlements to demat suspense escrow account in respect of shareholders holding Equity Shares 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
4.	Receiving and processing plain paper Applications	Registrar
5.	Uploading the Letter of Offer, Abridged Letter of Offer, and Application Form on its website.	Registrar
6.	Informing Stock Exchanges and providing necessary certificates to the Lead Manager on closure of Issue.	Registrar
7.	Numbering of Applications and bank schedules and batching them for control purposes.	Registrar

Sr. No.	Activity	Responsibility
8.	Transcribing information from documents to magnetic media for computer processing.	Registrar
9.	Finalising Minutes of the Meeting/Basis of Allotment for approval by the Designated Stock Exchange.	Registrar / Bank in consultation with the Lead Manager
10.	Obtaining certificate from auditors/independent company secretary that the Allotment has been made as per the Basis of Allotment.	Bank
11.	Printing postal journal for allotment letters and refund intimations by registered/speed post, if required.	Registrar
12.	Preparation of distribution schedule / shareholding pattern for submission to Stock Exchanges.	Registrar
13.	Mailing of documents by registered/speed post.	Registrar
14.	Preparing and publishing post-Issue advertisements giving such details within as required under Applicable Law and within 10 days of completion of activities specified under Regulation 92 of the SEBI ICDR Regulations and Applicable Law.	Registrar
15.	Providing initial and final post-Issue reports	Registrar
16.	Providing all relevant reports for listing, trading of Rights Equity Shares within the timelines mentioned in the Issue Documents, in consultation with the Bank and the Lead Manager.	Registrar
17.	Finalising various post-Issue monitoring reports, along with relevant certificates/documents, in consultation with the Lead Manager and the Bank, for submission to SEBI within the stipulated time.	Registrar

IV. POST ISSUE WORK

Sr. No.	Activity	Responsibility
1	Binding of application forms, application schedule and computer output.	Registrar
2	Attending Investor queries / complaints	Registrar
3	Hosting of allotment details on the website for query by shareholders.	Registrar
4	Preparing of return of allotment for filing with RoC.	Registrar

ANNEXURE IV

Split of Rights Equity Shares

Category	Rights Equity Shares applied for	Rights Entitlement Additionally Purchased
Eligible Equity Shareholders		
Renouncees		

ANNEXURE V

SCHEDULE OF FEES

The following will be the fee structure for all the activities. These have been prepared on the basis of services outlined in this proposal.

A. Processing Charges (Rights Issue)

Sr. No	Particulars	Amount*
1.	Processing Charges for Rights Issue	₹5,00,000 /-
a.	Bulk emails to eligible shareholders embedding Abridged Letter of Offer & Application Form with entitlement information and also sending allotment advise separately	₹1/- per email

*GST and other taxes will be extra.

Following payments will be made directly by the Bank to the relevant Depositories:

1. The charges payable to the Depositories for credit of Rights Equity Shares in the respective account of Investors and download of demographic details for name verification; and
2. Charges payable to the payment gateway vendor.

B. Reimbursement of Expenses

The cost of computer stationery, and other materials, postage, envelopes, binding charges, conveyance and travel, telephone expenses, courier charges, etc. will have to be reimbursed by the Bank on actual basis. Bills will be forwarded to the Bank in all cases, and in the event of specific bills not being available, billing will be done on an approximate basis with full justification on such billing.

Out of pocket expenses incurred on account of the above, in respect of telephone, courier charges, conveyance, travelling expenses, if necessary, shall be reimbursed at actuals upon production of bills in respect of such expenses. Bills and documents in support thereof will be submitted wherever possible.

C. Terms Of Payment

An advance of ₹50,000/- is payable upon signing of the Agreement. Balance amount will be paid after completion of Issue, when the invoice is raised by the Registrar.

ANNEXURE VI
LETTER OF INDEMNITY

Date: [●], 2024

To,

BOB Capital Markets Limited
1704, B Wing, 17th Floor, Parinee
Crescenzo Plot No. C –38/39, G Block
Bandra Kurla Complex
Bandra (East) Mumbai 400
051 Maharashtra, India

(the “**Lead Manager**”)

Dear Sir/ Ma’am,

Re: Letter of Indemnity to the Lead Manager, by KFin Technologies Limited (“Registrar”/ “Registrar to the Issue” and this letter, the “Letter of Indemnity”) in connection with the Registrar Agreement dated December 19, 2024 (“Agreement”) entered into between KFin Technologies Limited and Dhanlaxmi Bank Limited (the “Company”).

1. **DHANLAXMI BANK LIMITED**, a duly incorporated Scheduled Commercial Bank, being governed by the provisions of the Banking Regulation Act, 1949, and having its registered office at Dhanalakshmi Building, Naickanal, Thrissur - 680001, Kerala, India (hereinafter referred to as “**Bank**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) is proposing to issue equity shares of face value of ₹10 each (“**Rights Equity Shares**”) to its existing shareholders on a rights basis for an amount not exceeding ₹ 300 crores by way of a rights issue by the Bank (the “**Issue**”), in accordance with the provisions of the Companies Act, 2013, as amended 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 Rights Equity Shares are proposed to be offered in the Issue to eligible shareholders of the Bank that is a shareholder as of the record date to be determined by the Bank (“**Record Date**” and such holders of Equity Shares, “**Eligible Equity Shareholders**”); and/or to persons, if any, in whose favour such Eligible Equity Shareholders may renounce their right to receive Rights Equity Shares in the Issue (“**Rights Entitlements**”).
3. The Registrar to the Issue is an entity registered with the Securities and Exchange Board of India (“**SEBI**”) having a valid and subsisting registration number INR000000221 under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**RTA Regulations**”).
4. The Bank has approached the Registrar to act as the Registrar to the Issue in accordance with the terms and conditions detailed in the 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 Bank, after consultation with the Lead Manager, in accordance with the SEBI ICDR Regulations. The Board of Directors of the Bank by its resolution dated November 29, 2024, have approved the appointment of KFin Technologies Limited as the Registrar to the Issue.

5. 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.
6. The Registrar acknowledges that the Lead Manager 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 Agreement.
7. The Registrar undertakes to the Lead Manager 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 Agreement and this Letter of Indemnity. The Registrar further represents, warrants and undertakes to the Lead Manager to:
 - (a) fully co-operate and comply with any instruction the Lead Manager may provide in respect of the Issue;
 - (b) ensure compliance with applicable laws, the SEBI ICDR Regulations (including any amendments that may be notified), (ii) the SEBI LODR Regulations (including any amendments that may be notified) (iii) SEBI circular no. SEBI/CFD/DIL/31/2008/30/7 dated July 30, 2008, (iv) SEBI circular no. CIR/CFD/DIL/3/2010 dated April 22, 2010, (v) SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, (vi) the SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, (vii) the SEBI circular no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, (viii) the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020; (ix) SEBI circular SEBI/HO/CFD/CIR/CFD/DIL/67/2020 dated April 21, 2020; (x) SEBI circular SEBI/HO/CFD/SSEP/CIR/P/2022/66 dated May 19, 2022; (ix) SEBI ICDR Master Circular; (x) SEBI RTA Master Circular; (xi) Master circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities bearing master circular no. SEBI/HO/CFD/PoD2/CIR/P/2023/120; and (xi) various other circulars issued by SEBI from time to time in relation to the Issue;
 - (c) comply with the terms and conditions of the Agreement and this Letter of Indemnity.
8. Further, pursuant to the provisions of the Agreement and consistent with Clause 6 of the Agreement, the Registrar has undertaken to execute and deliver a Letter of Indemnity to the Lead Manager, 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 Manager, the “Lead Manager’s 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 Manager’s 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 Manager’s 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 Manager's 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 Manager's Indemnified Parties in addressing investor complaint 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 Manager's 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 Manager's 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 Manager 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 Manager's Indemnified Parties.

9. The Registrar agrees that the obligations of the Registrar under the Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.
10. This Letter of Indemnity shall be effective from the date of execution of the Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Agreement and shall be in addition to any other rights that the Lead Manager's Indemnified Parties may have at common law, equity and/or otherwise. This Letter of Indemnity may be amended or altered only with the prior written approval of the Lead Manager.
11. The Registrar acknowledges and agrees that the Lead Manager shall have all the rights specified under the provisions of 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 Agreement or this Letter of Indemnity.
12. The Registrar acknowledges and agrees that all terms and conditions mentioned in the 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 Agreement, the provisions of this Letter of Indemnity shall prevail.

13. The Registrar hereby agrees that failure of any of the Lead Manager's Indemnified Party to exercise part of any of its right under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other Lead Manager's Indemnified Party of any of its rights established herein.
14. 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.
15. Notwithstanding anything contained in the Agreement, if any dispute, controversy 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. All proceedings in any such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 ("**Arbitration Act**") or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Thrissur, Kerala, India (seat and venue) and the arbitration tribunal shall consist of three arbitrators, one to be appointed by the Registrar, the other to be appointed by the Lead Manager and the third to be jointly appointed by the two arbitrators appointed under this Letter of Indemnity in accordance with the Arbitration and Conciliation Act, 1996. The disputing parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitral 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. Parties severally and not jointly, agree and acknowledge that in accordance with paragraph 3(b) of the SEBI master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145, and 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/2023/191 ("**SEBI ODR Circulars**"), they have elected to follow the dispute resolution mechanism described in this Clause Provided that in the event any dispute involving any of the parties to this Letter of Indemnity is mandatorily required to be resolved solely by harnessing 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
16. Subject to the above, in case of any dispute in between the Lead Manager and Registrar in relation to this Letter of Indemnity, the courts at Thrissur, Kerala , India, shall have sole and exclusive jurisdiction over such dispute in all matters arising out of the arbitration proceedings mentioned in the Clause of the Letter of Indemnity including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.
17. All capitalized terms not specifically defined herein shall have the same meaning ascribed to such terms under the Agreement.
18. All notices and communications issued under this Letter of Indemnity or the 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:

KFin Technologies Limited

Selenium Tower B, Plot 31 & 32,
Gachibowli, Financial District
Nanakramguda, Serilingampally
Hyderabad 500 032,
Telangana, India

Telephone: +91 40 67162222/18003094001

E-mail: einward.ris@kfintech.com

Contact Person: M Murli Krishna

In case to the Lead Manager:

BOB Capital Markets Limited

1704, B Wing, 17th Floor, Parinee
Crescenzo Plot No. C –38/39, G Block
Bandra Kurla Complex
Bandra (East) Mumbai 400
051 Maharashtra, India

Tel: +91 22 61389353

E-mail: poorna@bobcaps.in

Attention: Poorna Pikle

[signature page follows]

This signature page forms an integral part of the Letter of Indemnity executed between the Registrar and the Lead Manager in relation to the Issue by Dhanlaxmi Bank Limited.

For and behalf of **BOB Capital Markets Limited**

Countersigned by

(Authorised Signatory)

Name: _____

Designation: _____

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This signature page forms an integral part of the Letter of Indemnity executed between the Registrar and the Lead Manager in relation to the Issue by Dhanlaxmi Bank Limited.

For and behalf of **KFin Technologies Limited**

Countersigned by

(Authorised Signatory)

Name: _____

Designation: _____

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