



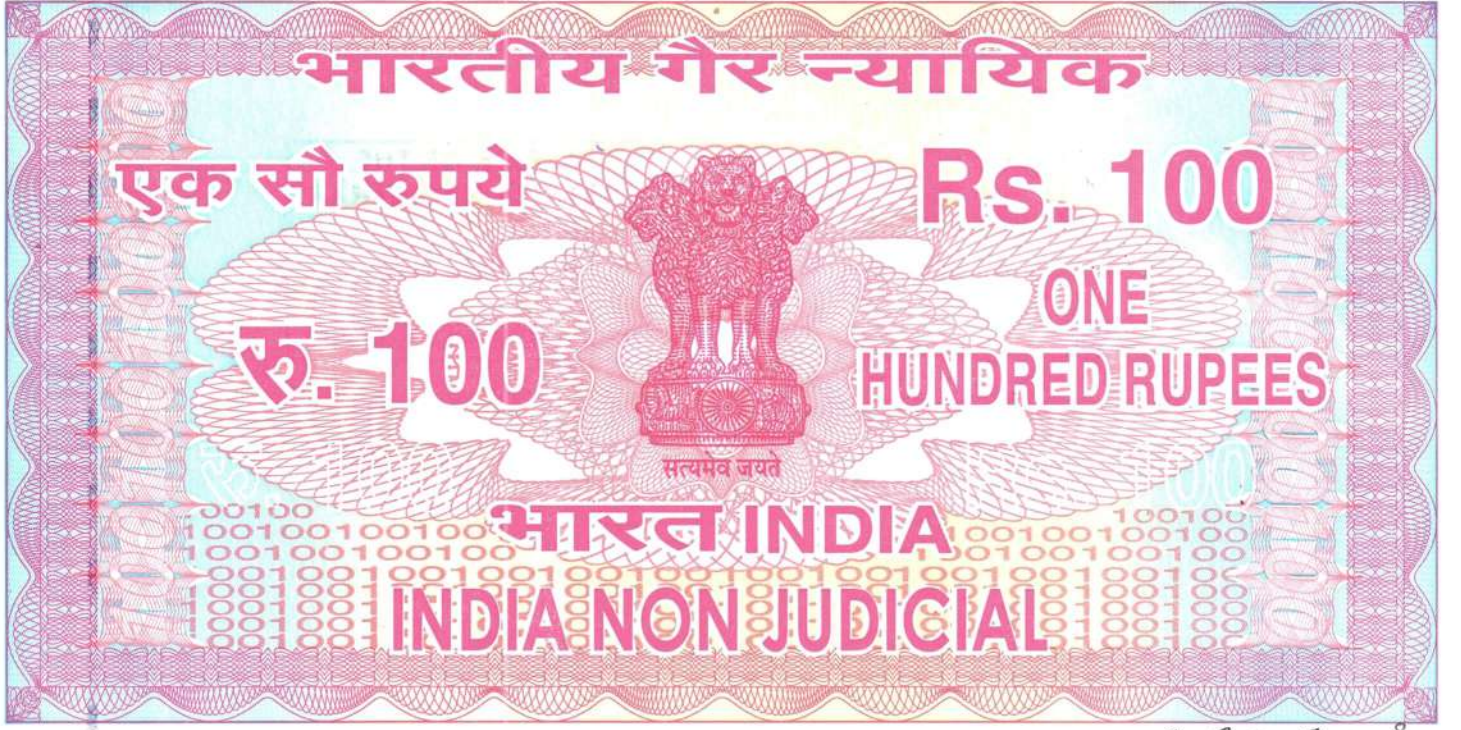
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S. Sreelaxmi
AX 448206

Tran Id: 230928130225724978
Date: 28 SEP 2023, 01:04 PM
Purchased By:
FUL KUMAR GAUTAM
S/o CHATRAPATI SINGH
R/o HYDERABAD
For Whom
AZAD ENGINEERING LIMITED

S SREELAXMI
LICENSED STAMP VENDOR
Lic. No. 15-21-11/2017
Ren.No. 15-21-044/2023
FLAT NO. G1, KANCHANA
RESIDENCY, KAKATIYA
NAGAR, CHINTAL,
QUTHBULLAPUR MANDAL,
MEDCHAL MALKAJGIRI
DISTRICT, TELANGANA
STATE
Ph 7780692454

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED DECEMBER 13, 2023, TO THE REGISTRAR AGREEMENT DATED SEPTEMBER 29, 2023, ENTERED INTO BY AND AMONG AZAD ENGINEERING LIMITED, THE SELLING SHAREHOLDERS AND KFIN TECHNOLOGIES LIMITED



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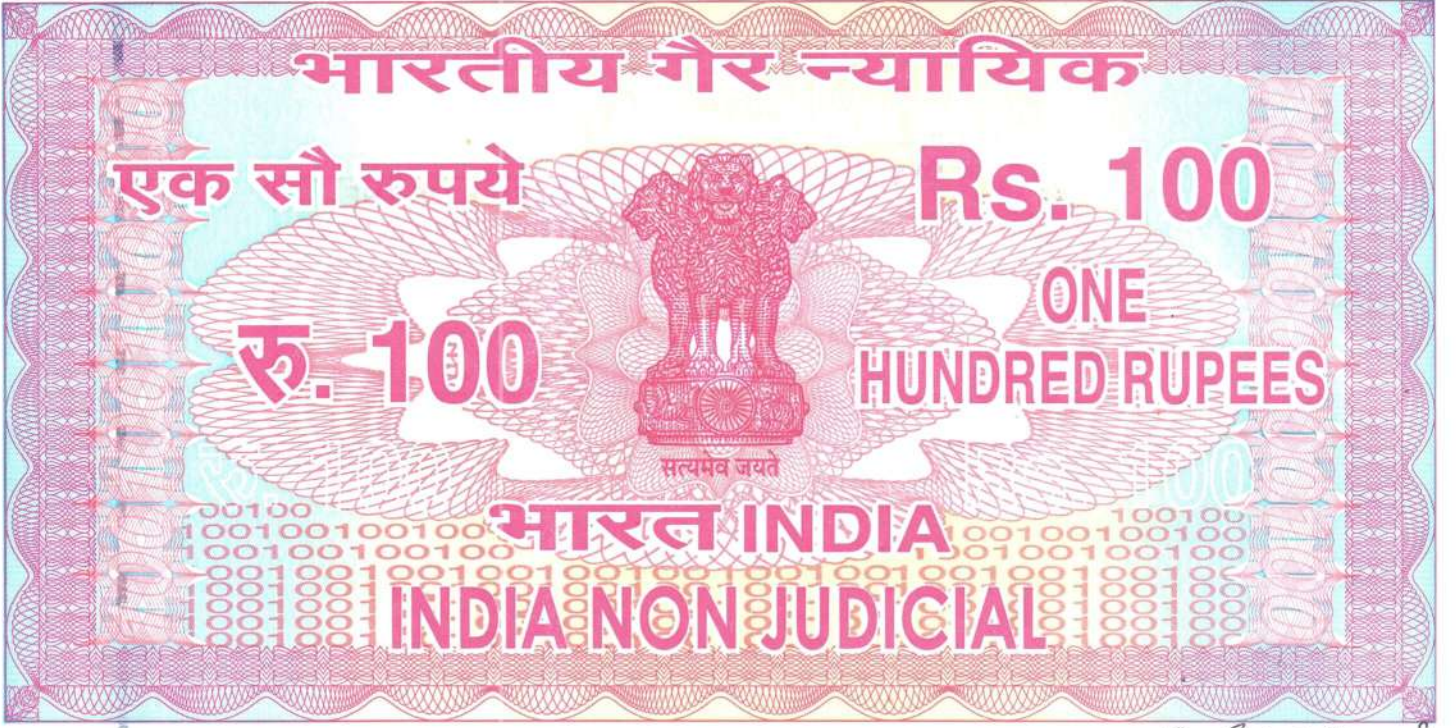
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AMENDMENT TO THE REGISTRAR AGREEMENT

DATED DECEMBER 13, 2023

BY AND AMONG

AZAD ENGINEERING LIMITED

AND

THE SELLING SHAREHOLDERS (AS LISTED IN SCHEDULE I)

AND

KFIN TECHNOLOGIES LIMITED

This amendment agreement to the Registrar Agreement (the “**Amendment Agreement**”) is made in Hyderabad on this 13th day of December, 2023, by and among:

- (1) **AZAD ENGINEERING LIMITED**, a company incorporated under the Companies Act, 1956 having its Registered Office at 90/C, 90/D, Phase-I, I.D.A, Jeedimetla, Hyderabad 500 055, Telangana, India (hereinafter referred to as “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**;

AND

- (2) **THE PERSONS NAMED IN SCHEDULE I HERETO** (hereinafter referred to together as the “**Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

- (3) **KFIN TECHNOLOGIES LIMITED**, (*formerly known as Kfin Technologies Private Limited*) a public limited company incorporated under the Companies Act, 2013, as amended and having its registered office at Selenium Tower B, Plot No. 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad 500 032, Telangana, India (hereinafter referred to as “**Registrar**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **THIRD PART**.

The Company, the Selling Shareholders and the Registrar are together referred to as “**Parties**”, and individually as “**Party**”, as the context may require.

WHEREAS

1. The Company is proposing to undertake an initial public offering of its equity shares of face value of ₹2 each (“**Equity Shares**”) comprising of a fresh issue of Equity Shares by the Company (the “**Fresh Issue**”) and an offer for sale of Equity Shares (“**Offered Shares**”) by the Selling Shareholders (“**Offer for Sale**” and together with the Fresh Issue, the “**Offer**”), in accordance with the Companies Act, 2013, including any rules, regulations, clarifications and modifications thereto, each as amended (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other applicable laws.
2. The board of directors of the Company (“**Board**”), pursuant to a resolution dated September 14, 2023, have approved and authorized the Offer. Further, pursuant to Section 62(1)(c) of the Companies Act, the Fresh Issue has been approved by a special resolution adopted by the Shareholders of the Company at the extraordinary general meeting of the Shareholders held on September 15, 2023.
3. The Company filed a draft red herring prospectus dated September 29, 2023 (“**DRHP**”) with the Securities and Exchange Board of India (“**SEBI**”), BSE Limited and National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) and is in the process of filing the Red Herring Prospectus and the Prospectus with the Registrar of Companies, Telangana at Hyderabad (the “**RoC**”).
4. The Selling Shareholders have decided, by way of their respective consent letters and email communications, as applicable, dated December 7, 2023, December 12, 2023 and December 13, 2023, respectively, to revise their respective portions of Equity Shares to be offered in the Offer for Sale (“**Revised OFS Size**”).
5. The Board, pursuant to its resolution dated December 13, 2023, has taken on record the Revised OFS Size, further to its resolution dated September 29, 2023.
6. Further, pursuant to the observations received from SEBI on the DRHP filed by the Company and subsequent discussions amongst the Parties, certain decision-making rights provided to the Company and Selling Shareholders have been revised and accordingly, the Parties now propose to enter into this Amendment Agreement to amend the Registrar Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Registrar Agreement or the DRHP, as the case may be.
- (b) Rules of interpretation set out in Clause 1 of the Registrar Agreement (*Interpretation*) shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- (c) This Amendment Agreement shall constitute a part of, and shall be read together with, the Registrar Agreement. All references to the Registrar Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement. The Registrar Agreement read along with the Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Registrar Agreement and all terms and conditions of the Registrar Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement. Each Party hereto represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement on its part with respect to the matters stated herein.
- (d) In case of conflict between the provisions of this Amendment Agreement and the Registrar Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. AMENDMENTS TO THE REGISTRAR AGREEMENT

- (a) The existing Recital I stands deleted in its entirety and shall be substituted as follows:

*“The Company proposes to undertake an initial public offering of its equity shares of face value of ₹2 each (“**Equity Shares**”) comprising of a fresh issue of Equity Shares by the Company (the “**Fresh Issue**”) and an offer for sale of Equity Shares (“**Offered Shares**”) by the Selling Shareholders (“**Offer for Sale**”) and together with the Fresh Issue, the “**Offer**”), in accordance with the Companies Act, 2013, including any rules, regulations, clarifications and modifications thereto, each as amended (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Laws (as defined herein), at such price as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations (the “**Offer Price**”). The Equity Shares issued in the Offer have not been and will not be registered under the U.S. Securities Act of 1933, as amended (“**U.S. Securities Act**”) or any state securities laws in the United States, and unless so registered, may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act of 1933 and in accordance with any applicable U.S. state securities laws. Accordingly, the Equity Shares are being offered and sold outside the United States in “offshore transactions” as defined in and in reliance on Regulation S (“**Regulation S**”) under the U.S. Securities Act and in each case, in compliance with applicable laws of the jurisdictions where offers and sales are made. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (as defined in the Offer Documents (as defined below) by the Company, acting through its IPO committee in consultation with the BRLMs (as defined below), in accordance with the SEBI ICDR Regulations.”*

- (b) the existing Clause 4(f) stands deleted in its entirety and shall be substituted as follows:

“It has a clean track record and no penalty has been imposed on it or on any of its directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf by SEBI now or in the past. It has not violated any of the conditions subject to which its SEBI registration has been granted and no disciplinary or other proceedings have been

commenced against it by SEBI or any other statutory or regulatory, governmental, quasi-judicial, administrative, judicial and/or supervisory authority or court/tribunal and that it is not prohibited, debarred or suspended from carrying on its activities as a 'Registrar to the Offer' by SEBI or any other regulatory, statutory, administrative, quasi-judicial, governmental and/or judicial authority, including the activities in relation to the Assignment. No orders have been passed restricting the Registrar from carrying out the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to accordingly cooperate at no additional cost to establish alternate arrangements as may be required by the Company or the Selling Shareholders in relation to the Offer, including such arrangements necessary for transfer of the Offer related data and files to such replacement registrar, and for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines, as specified by the BRLMs in consultation with the Company. In the event, the Company, any of the Selling Shareholders and their respective Affiliates, investment manager and each of their respective partners, directors, management representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns (**"Selling Shareholders' Indemnified Parties"**), the BRLMs' and their respective Affiliates and each of their respective affiliates, partners, directors, promoters, management, representatives, officers, employees, associates, intermediaries, advisors, successors and agents or other persons if any, that directly or indirectly, acting on its behalf and permitted assigns, and each other person if any, controlling the BRLMs (collectively the **"BRLMs' Indemnified Parties"**) incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is solely attributable to the Registrar, the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management or other persons acting on its behalf (**the "indemnifying parties"**) shall indemnify the Company, each of the BRLMs' Indemnified Parties and each of the Selling Shareholders' Indemnified Parties, as applicable, severally and not jointly (and not jointly and severally), as applicable, in accordance with the terms of this Agreement, in case of the Company and the Selling Shareholders' Indemnified Parties and in accordance with the Letter of Indemnity, in case of BRLMs' Indemnified Parties."

- (c) The existing Clause 9(qq) stands deleted in its entirety and shall be substituted as follows:

"To screen, identify and list Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI, the Stock Exchanges and other relevant government bodies and as specified in the Red Herring Prospectus and rejecting such Bid cum Application Forms in consultation with the Company and the BRLMs. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms or their respective enclosures."

- (d) The existing Clause 9(vvv) stands deleted in its entirety and shall be substituted as follows:

"To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company, and the BRLMs, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on the approved Basis of Allotment and to assist the Company and each of the Selling Shareholders in their corporate action for credit of Equity Shares on allotment/lock-in for pre-Offer capital (except the Offered Shares to the extent Allotted pursuant to the Offer and any other Equity Shares that are exempted from lock-in under the SEBI ICDR Regulations) within the timelines prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out lock-in for the pre-Offer capital (except the Offered Shares to the extent Allotted pursuant to the Offer and any other Equity Shares that are exempted from lock-in under the SEBI ICDR Regulations) as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI from time to time. For any delay attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify each of the BRLMs' Indemnified Parties, the Company, and each of the Selling Shareholders' Indemnified Parties, the cost incurred on account of payment of such interest or damages."

- (e) The existing Clause 9(gggg) stands deleted in its entirety and shall be substituted as follows:

"Post communication of the Basis of Allotment by the Company, to prepare the list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the

Escrow Account/ASBA Account/UPI linked bank account, as applicable, to the Public Offer Account, and/or from Escrow Account to the Refund Account/unblocking of funds in ASBA Accounts/UPI linked bank account, as applicable; and to prepare the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company, and the BRLMs.”

- (f) The existing Clause 9(www) stands deleted in its entirety and shall be substituted as follows:

“To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company, and the BRLMs.”

- (g) The existing Clause 10(f) stands deleted in its entirety and shall be substituted as follows:

“Basis of Allotment of Equity Shares to the successful Bidders as finalised by the Company in consultation with the BRLMs and the Designated Stock Exchange, along with relevant annexures and details.”

- (h) The existing Clause 33 stands deleted in its entirety and shall be substituted as follow:

“The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents, in consultation with the Company and the BRLMs.”

- (i) Schedule IV to the Registrar Agreement shall be replaced with the **Schedule I** to this Amendment Agreement.

3. MISCELLANEOUS

- (a) The Registrar Agreement shall stand modified to the extent stated in this Amendment Agreement only with effect from the date of this Amendment Agreement. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Registrar Agreement shall remain unchanged and shall continue in full force and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof. No modification, alteration or amendment of Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.
- (b) Pursuant to the aforementioned amendments, the Letter of Indemnity provided by the Registrar to the BRLMs, shall also stand modified to the extent of such amendments applicable to the Letter of Indemnity. Accordingly, the Letter of Indemnity shall be read in conjunction with this Amendment Agreement and continues to be binding and enforceable among the parties thereto.
- (c) In case of any conflict between the provisions of this Amendment Agreement and any of the clauses of the Registrar Agreement in relation to the subject matter hereof, this Amendment Agreement will prevail.
- (d) This Amendment Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format.

4. GOVERNING LAW

This Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India, and the courts at Mumbai, India shall have exclusive jurisdiction in all matters arising out of this Amendment Agreement.

5. **COUNTERPARTS**

This Amendment Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed to be an original, but all of which signed and taken together, shall constitute one document.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **KFIN TECHNOLOGIES LIMITED**




Authorized Signatory:


Name: M.Murali Krishna

Designation: Vice President

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IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **AZAD ENGINEERING LIMITED**


Authorized Signatory

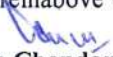


Name: Ful Kumar Gautam

Designation: Company Secretary & Compliance Officer

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IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:


Rakesh Chopdar

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IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **Piramal Structured Credit Opportunities Fund (managed and represented by Piramal Alternatives Private Limited)**



Jain
For Piramal Structured Credit Opportunities Fund
Investment Manager, Piramal Alternatives Private Limited
Authorized Signatory



Name: **ABHISHEK JAIN**

Designation: **ASSOCIATE DIRECTOR**

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IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **DMI Finance Private Limited**

Authorized Signatory

Name: Anshuman Malur

Designation: Portfolio Manager

Schedule I

Promoter Selling Shareholder

S. No.	Selling Shareholder	Address	Amount of Equity Shares offered (in ₹)
1.	Mr. Rakesh Chopdar	5A/800, Benecia, Lodha Bellezza, Phase 4, Kukatpally, Tirumalagiri, Hyderabad 500 072, Telangana, India	Aggregating up to ₹2,049.65 million

Investor Selling Shareholders

S. No.	Selling Shareholder	Address	Amount of Equity Shares offered (in ₹)
1.	Piramal Structured Credit Opportunities Fund (managed and represented by Piramal Alternatives Private Limited)	Registered Address: 4th Floor, Piramal Tower Peninsula Corporate Park G.K Marg, Lower Parel Mumbai - 400 013. Correspondence Address: Piramal Ananta Agastya Corporate Park LBS Marg, Kurla (West) Mumbai-400070. Telephone: 9004237654 E-mail: gurudutta.mishra@piramal.com Attention: Gurudutta Mishra	Aggregating up to ₹2,608.51 million

Other Selling Shareholders

S. No.	Selling Shareholder	Address	Amount of Equity Shares offered (in ₹)
1.	DMI Finance Private Limited	Express Building, 3 rd Floor, 9-10 Bahadur Shah Zafar Marg, New Delhi 110002	Aggregating up to ₹341.84 million

The Promoter Selling Shareholder, Investor Selling Shareholders and Other Selling Shareholders together, hereinafter referred to as the “**Selling Shareholders**”.