

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 23/11/2023

Certificate No. G0W2023K4304



Stamp Duty Paid : ₹ 700
(Rs. Only)

GRN No. 109711286



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: India Shelter finance Corporation limited

H.No/Floor : Na Sector/Ward : Na LandMark : Na

City/Village : Gurugram District : Gurugram State : Haryana

Phone: 99*****89



Buyer / Second Party Detail

Name : Kfin Technologies Limited

H.No/Floor : Na Sector/Ward : Na LandMark : Na

City/Village: Gurugram District : Gurugram State : Haryana

Phone : 99*****89

Purpose : AMENDMENT AGREEMENT

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED NOVEMBER 23, 2023 TO THE REGISTRAR AGREEMENT DATED AUGUST 3, 2023

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**AMENDMENT AGREEMENT DATED NOVEMBER 23, 2023 TO THE REGISTRAR AGREEMENT
DATED AUGUST 3, 2023**

BY AND AMONGST

INDIA SHELTER FINANCE CORPORATION LIMITED

AND

THE SELLING SHAREHOLDERS LISTED IN SCHEDULE I

AND

KFIN TECHNOLOGIES LIMITED (formerly known as KFin Technologies Private Limited)

This amendment agreement to the registrar agreement dated August 3, 2023 (the “**Registrar Agreement**”) is made at Gurugram, Haryana on this 23rd day of November, 2023 (“**Amendment Agreement**”), by and among:

1. **INDIA SHELTER FINANCE CORPORATION LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 6th Floor, Plot No. 15, Sector 44, Institutional Area, Gurgaon, Haryana – 122 002, India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**;
2. **THE PERSONS NAMED IN SCHEDULE I HERETO** (hereinafter referred to 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) (CIN: L72400TG2017PLC117649), a company incorporated under the Companies Act, 2013, as amended and having its registered office at Selenium Tower B, Plot 31&32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad, Telangana 500 032 (hereinafter referred to as the “**Registrar**”, or “**Registrar to the Offer**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); of the **THIRD PART**.

In this Amendment Agreement, 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 and the Selling Shareholders propose to undertake an initial public offering of the equity shares of the Company bearing face value of ₹ 5 each (the “**Equity Shares**”), comprising a fresh issue of Equity Shares by the Company (“**Fresh Issue**”) and an offer for sale of Equity Shares by the Selling Shareholders (the “**Offer for Sale**”, together with the Fresh Issue, the “**Offer**”) in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “**SEBI ICDR Regulations**”) and other applicable law.
2. The Parties had entered into the Registrar Agreement to record certain terms and conditions in connection with the Offer.
3. The Company has filed a draft red herring prospectus dated August 4, 2023 (the “**Draft Red Herring Prospectus**”) with the Securities and Exchange Board of India (“**SEBI**”) and National Stock Exchange of India Limited (“**NSE**”) and BSE Limited (“**BSE**”) (hereinafter, collectively referred to as the “**Stock Exchanges**”) in connection with the Offer in accordance with the SEBI ICDR Regulations.
4. Subsequent to the filing of the Draft Red Herring Prospectus, Nexus Opportunity Fund II, Ltd., which had earlier consented to participate in the Offer as a selling shareholder and had signed and executed the Registrar Agreement, has by way of a letter dated November 23, 2023, (i) declared its intention to not proceed with its participation as a selling shareholder in the Offer for Sale; (ii) withdrew its consent letter dated August 3, 2023 and certificate dated August 4, 2023, each as a selling shareholder in the Offer for Sale, and (ii) terminated the Registrar Agreement with respect to itself.
5. Further, Catalyst Trusteeship Limited (as trustee of MICP Trust), Catalyst Trusteeship Limited (as trustee of Madison India Opportunities Trust Fund), Madison India Opportunities IV, MIO Starrock and Nexus Ventures III, Ltd., have decided to revise and decrease the respective number of Equity Shares offered by them in the Offer for Sale, thereby decreasing the overall size of the Offer.
6. Accordingly, the Parties have now agreed to certain amendments to the terms of the Registrar Agreement, which amendments are being recorded in this Amendment Agreement.

NOW THEREFORE the Parties do hereby agree as follows:

1. Definitions and interpretations

- (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. In the event of any inconsistencies or discrepancies, the definitions in the Registrar Agreement shall prevail.

- (b) The rules of interpretation set out in Section 1 of the Registrar Agreement (Interpretation) shall, unless the context otherwise requires, apply to this Amendment Agreement mutatis mutandis.

2. Amendments to the Registrar Agreement

The Parties agree that Schedule III of the Registrar Agreement shall be substituted in its entirety with the following:

S. No.	Selling Shareholder	Notice Details	Aggregate proceeds from the sale of Equity Shares forming part of the Offer for Sale (in ₹ million)	Date of consent letter	Date of corporate action/ board resolution / power of attorney/ authorization letter
1.	Catalyst Trusteeship Limited acting as trustee for MICP Trust	901, 9 th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013 +91 9953517491 samir@madison-india.com with a copy to ishan@madison-india.com	Up to 3.24	November 23, 2023	June 9, 2023
2.	Catalyst Trusteeship Limited acting as trustee for Madison India Opportunities Trust Fund	901, 9 th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, Maharashtra, India +91 9953517491 samir@madison-india.com with a copy to ishan@madison-india.com	Up to 1,440.52	November 23, 2023	June 9, 2023
3.	Madison India Opportunities IV	Apex House, Bank Street, TwentyEight Cybercity, Ebene 72201, Mauritius +230 467 3000 wendy.ramakrishnan@apexfs.group with a copy to surya@madison-india.com and ishan@madison-india.com	Up to 569.69	November 23, 2023	July 6, 2023
4.	MIO Starrock	Apex House, Bank Street, TwentyEight Cybercity, Ebene 72201, Mauritius +230 467 3000 wendy.ramakrishnan@apexfs.group with a copy to surya@madison-india.com and ishan@madison-india.com	Up to 586.55	November 23, 2023	July 6, 2023
5.	Nexus Ventures III, Ltd.	C/o IQ EQ Fund Services (Mauritius) Limited, 33, Edith Cavell Street, Port-Louis, 11324, Mauritius legal@nexusvp.com	Up to 1,425.00	November 23, 2023	August 2, 2023

3. Miscellaneous

- (a) The Registrar Agreement shall stand modified solely to the extent stated in this Amendment Agreement. The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Registrar 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.
- (b) This Amendment Agreement shall come into effect and be binding on and from the date of its execution, until such time as the Registrar Agreement is terminated in accordance with its provisions, as amended by this Amendment Agreement.
- (c) In case of any contradiction between the provisions of this Amendment Agreement and any of the clauses of the Registrar Agreement, this Amendment Agreement will prevail solely to the extent of such contradiction.
- (d) All terms of the Registrar Agreement, other than the terms amended by this Amendment Agreement, including the provisions of Clauses 43 (*Indemnity*), 44 (*Indemnity*), 45 (*Indemnity*), 46, 48 (*Arbitration and Dispute Resolution*), 49 (*Arbitration and Dispute Resolution*) of the Registrar Agreement shall apply to this Amendment Agreement and are hereby incorporated by reference in their entirety herein *mutatis mutandis* in the manner set forth in the Registrar Agreement.
- (e) Each of the Parties to this Amendment Agreement represents that this Amendment Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding instrument, enforceable against it in accordance with its terms.
- (f) This Amendment Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument. Each Party agrees that this Amendment Agreement may be executed by delivery of a portable document format (PDF) copy of an executed signature page or by electronic signature (whatever form the electronic signature takes, subject to compliance with Applicable Law), which shall have the same force and effect as the delivery of an originally executed signature page and shall be as conclusive of the Parties' intention to be bound by this Amendment Agreement as if signed by each Party's manuscript signature. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed Amendment Agreement upon request, but a failure to do so shall not affect the enforceability of this Amendment Agreement.
- (g) If any provision/s of this Amendment Agreement is held to be prohibited by or invalid under Applicable Law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Amendment Agreement.
- (h) No modification, alteration or amendment of this 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 thereto.

Schedule I

S. No.	Selling Shareholder	Notice Details
1.	Catalyst Trusteeship Limited acting as trustee for MICP Trust	901, 9 th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, Maharashtra, India +91 9953517491 samir@madison-india.com with a copy to ishan@madison-india.com
2.	Catalyst Trusteeship Limited acting as trustee for Madison India Opportunities Trust Fund	901, 9 th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, Maharashtra, India +91 9953517491 samir@madison-india.com with a copy to ishan@madison-india.com
3.	Madison India Opportunities IV	Apex House, Bank Street, TwentyEight Cybercity, Ebene 72201, Mauritius +230 467 3000 wendy.ramakrishnan@apexfs.group with a copy to surya@madison-india.com and ishan@madison-india.com
4.	MIO Starrock	Apex House, Bank Street, TwentyEight Cybercity, Ebene 72201, Mauritius +230 467 3000 wendy.ramakrishnan@apexfs.group with a copy to surya@madison-india.com and ishan@madison-india.com
5.	Nexus Ventures III, Ltd.	C/o IQ EQ Fund Services (Mauritius) Limited, 33, Edith Cavell Street, Port-Louis, 11324, Mauritius legal@nexusvp.com

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

Signed for and on behalf of INDIA SHELTER FINANCE CORPORATION LIMITED



Authorised Signatory

Name: Ms. Mukti Chaplot

Designation: Company Secretary and Chief Compliance Officer

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

Signed for and on behalf of Catalyst Trusteeship Limited, as trustee of Madison India Opportunities Trust Fund



Authorised Signatory

Name: Achinto Bhattacharya

Designation: Authorised Signatory



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Signed for and on behalf of Catalyst Trusteeship Limited, as trustee of MICP Trust



Authorised Signatory

Name: Achinto Bhattacharya

Designation: Authorised Signatory



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

Signed for and on behalf of Madison India Opportunities IV



Authorised Signatory

Name: Dilshaad Rajabalee

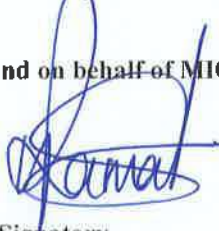
Designation: Director



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

Signed for and on behalf of MIO Starrock

A handwritten signature in blue ink, appearing to read 'Wendy Ramakrishnan', is written over a faint circular stamp or watermark.

Authorised Signatory

Name: Wendy Ramakrishnan

Designation: Director

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

Signed for and on behalf of Nexus Ventures III, Ltd.

A handwritten signature in blue ink, appearing to be 'Thirumagen Vaitilingon', written over a faint blue horizontal line.

Authorised Signatory

Name: Thirumagen Vaitilingon

Designation: Director

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

Signed for and on behalf of KFIN TECHNOLOGIES LIMITED




Authorised Signatory

Name: M.Murali Krishna

Designation: Vice President