

Disclosure pursuant to Regulation 30A(2) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“LODR Regulations”) read with Para 5A of Part A, Schedule III of the LODR Regulations and Paragraph A.5A of Annexure I of the circular bearing reference number SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 issued by Securities and Exchange Board of India

Sr. No.	Particulars of disclosure	Disclosure
1.	Number of agreements that subsist as on the date of notification of clause 5A to para A of part A of schedule III to the LODR Regulations	One <i>(salient features are as under)</i>
2.	Names of parties to the agreement	<ul style="list-style-type: none"> • KFin Technologies Limited • Adhiraj Parthasarathy • Rajat Parthasarathy • C. Parthasarathy
3.	Purpose of entering into the agreement	<p>The Company entered into a subscription agreement (“RPS SSA”) dated May 28, 2021, with Adhiraj Parthasarathy, Rajat Parthasarathy and C. Parthasarathy, for the issuance of 1,000 non-convertible redeemable preference shares having face value of INR 200 each (“RPS”) at par on a private placement basis to Adhiraj Parthasarathy. Under shareholders agreement dated August 3, 2017, as amended, entered amongst C. Parthasarathy, Rajat Parthasarathy, C. Parthasarathy – HUF and Compar Estates and Agencies Private Limited (collectively the “CP Group”), Adhiraj Parthasarathy, GASF and the Company (“SHA 2017”), the CP Group and Adhiraj Parthasarathy had the right to subscribe to additional equity shares of the Company upon the occurrence of certain identified events (as stipulated in SHA 2017). In consideration for termination of SHA 2017 and extinguishment of all rights of the CP Group and Adhiraj Parthasarathy thereunder (including the aforesaid right to subscribe to additional equity shares of the Company), the Company entered into the RPS SSA, for the issuance of RPS to Adhiraj Parthasarathy, pursuant to which the RPS were issued by the Company to Adhiraj Parthasarathy in accordance with the terms of the RPS SSA, on October 25, 2021. The terms of the above mentioned RPS in accordance with the RPS SSA, are as follows:</p>
4.	Shareholding, if any, in the entity with whom the agreement is executed	Not applicable

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5.	Significant terms of the agreement (in brief)	<p>Please refer to the purpose of the agreement stated above. The terms of the above mentioned RPS in accordance with the RPS SSA, are as follows:</p> <ul style="list-style-type: none"> • Term: Maximum tenure of 20 years from the date of issue. • Voting Rights: The RPS do not carry any voting rights. • Convertibility: The RPS are not convertible into equity shares of the Company. • Subordination: The RPS shall be subordinated to the existing indebtedness of the Company and any future senior debt that the Company may take. • Redemption: The RPS shall be redeemed by the Company in accordance with their terms and applicable law, upon payment by the Company of the redemption premium of ₹ 1,340,000,001 (after deduction of any applicable taxes), which has been arrived at after deduction of an amount of ₹ 300,000,000 towards an indemnity claim made by the Company. The RPS shall be redeemed on or after October 25, 2023. The Company also has the right, exercisable at its sole option, to buy back the RPS instead of redeeming the same. • Dividend: Preferential non-cumulative dividend rate of 0.0001% per annum, which shall be applicable until October 25, 2023. The dividend shall be due only when declared by the board of directors of the Company. In the event that the RPS are not redeemed on October 25, 2023 or within sixty days therefrom, the dividend rate applicable on the RPS for the period after October 25, 2023, shall stand revised to a preferential cumulative dividend rate of 7% per annum, which shall further increase by 200 bps per annum at every anniversary of October 25, 2023, subject to a maximum of 13% per annum. The payment of such dividend shall be subject to deduction and

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		<p>withholding of taxes by the Company as per applicable law.</p> <ul style="list-style-type: none"> • Transferability: The RPS are transferable between Adhiraj Parthasarathy and each of the following, but are not transferable to any other third party: (i) C. Parthasarathy; (ii) Rajat Parthasarathy; (iii) C. Parthasarathy – HUF; and (iv) Compar Estates and Agencies Private Limited. • Indemnity Terms under the RPS SSA: In addition to the indemnity claim of ₹ 300,000,000 made by the Company against the subscriber, as mentioned above, under the RPS SSA, the Company and the subscriber are each required to indemnify the other against any losses arising pursuant to breach of their respective warranties or failure to fulfil any covenants, undertakings and obligations. The indemnification liability of each party to the RPS SSA is limited to the redemption premium, and shall survive termination of the RPS SSA.
6.	Extent and the nature of impact on management or control of the listed entity	Not applicable
7.	Details and quantification of the restriction or liability imposed upon the listed entity	Please refer to terms of the RPS, particularly in relation to their redemption, as stated above.
8.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	No, the transaction would not fall within related party transactions.
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued	1,000 non-convertible redeemable preference shares having face value of INR 200 each were issued at par on a private placement basis by the Company to Adhiraj Parthasarathy on October 25, 2021, pursuant to the RPS SSA, in consideration for termination of SHA 2017 and extinguishment of all rights of the CP Group and Adhiraj Parthasarathy thereunder (including the aforesaid right to subscribe to additional equity shares of the Company).

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11.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Not applicable
12.	<p>In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). 	Not applicable
