

PROPOSAL FOR ENGAGEMENT OF DOMESTIC LEGAL ADVISERS (DLA)

FOR BRLM

PROPOSED INITIAL PUBLIC OFFERING OF

CANARA ROBECO

REQUEST FOR PROPOSAL (RFP)

This proposal for engagement of the domestic legal adviser for the proposed initial public offer is issued for private purposes only and issued to the legal advisers to act as the legal adviser for the proposed initial public offering by the Company. This document is meant for the exclusive purpose of proposal as per the Specifications, Terms, Conditions and Scope indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

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DATE SHEET

ACTIVITY / EVENT	DATE / TIME
Submission of sealed envelope (containing the signed RFP and price bid)	17 th January 2025 till 5:00 PM IST
Technical Bid opening date	20 th January 2025
Financial bid opening Date	In due time

1. INTRODUCTION

- 1.1 Canara Robeco Asset Management Company Limited (CRAMC) (formerly known as Canbank Investment Management Services Limited) was incorporated under the Companies Act, 1956 on March 2, 1993, with its registered office at Construction House, 4th Floor, 5, Walchand Hirachand Marg, Ballard Estate, Mumbai - 400 001. Canara Robeco Mutual Fund (CRMF) (formerly known as Canbank Mutual Fund) was constituted as a public trust on December 17, 1987, under The Indian Trusts Act, 1882 (2 of 1882) by Canara Bank as the Settlor/Sponsor. Thereafter, pursuant to Mutual Funds Regulations 1993, CRMF has been registered with Securities & Exchange Board of India (SEBI) vide registration No. MF/004/93/4 dated October 19, 1993. By and under the Investment Management Agreement (IMA) dated June 16, 1993, executed between CRMF and CRAMC, CRAMC has been appointed as the Asset Management Company of CRMF by its Trustees.
- 1.2 Subsequently, in 2007, pursuant to a Joint Venture (JV) between Canara Bank (51%) & Robeco Groep N V (49%), Robeco Groep N V was inducted as the co-Sponsor in CRAMC as well as CRMF. Consequent to the JV, Canbank Mutual Fund was renamed as Canara Robeco Mutual Fund and Canbank Investment Management Services Limited, as Canara Robeco Asset Management Company Limited. Further, the Schemes of CRMF have also been renamed to reflect the JV. Since then, CRMF has consistently been one of the fastest growing mutual funds in India in terms of AuM by offering a wide range of investment options, including diversified and thematic equity schemes, hybrid, and a range of debt products.
- 1.3 The present shareholding pattern of the Company is as under:
Canara Bank (51%) & ORIX Corporation Europe N.V. (formerly Robeco Groep N.V.) (49%).

2. PROPOSAL

- 2.1 Proposals hereunder are invited **from reputed Domestic Legal Advisers (hereinafter referred to as Legal Advisers or DLA or Domestic Law Firm (DLF)**, with suitable & relevant experience and expertise in handling capital market issues including Initial Public Offer (IPO) covering Offer for Sale (OFS), Follow on Public Offer (FPO) and Qualified Institutional Placement (QIP). **The Domestic Law Firm will act as the Legal Adviser to the BRLM.**
- 2.2 The interested Bidders are advised to go through the eligibility criteria clause mentioned under para 4 on page no.5 and if eligible, furnish requisite certificate on the letter head of the bidding firm in format at **Annexure- I**, duly signed and stamped by the authorized person, as a part of the Proposal. In case the certificate is not appropriately signed, digitally or otherwise, the proposal may be rejected by the Company.
- 2.3 The bidding domestic legal advisers should not have been prohibited by any regulatory authority in offering such services and should not have been blacklisted / debarred by any authority in the past.
- 2.4 The bidding domestic legal advisers should give an undertaking that no action has been initiated by SEBI / RBI or any other government/statutory agency with regard to any financial irregularities.
- 2.5 The selected domestic legal advisers would be required to sign the non-disclosure agreement

with the Company. Failure to sign the same would make their appointment null and void.

- 2.6 The Scope of Work (SoW) of Domestic Law Adviser (DLA) is as detailed in Para 3 (A). The scope of work is indicative and not exhaustive. Decision of CRAMC would be final in this regard.

3. SCOPE OF WORK (SoW)/ RESPONSIBILITIES OF DOMESTIC LEGAL ADVISER (DLA)

The terms and conditions for submission of proposal and appointment are enumerated here in below:

(A) Scope of Work for the Domestic Legal Adviser

- Attending organizational due diligence and drafting sessions with the Company, its representatives, its accountants and the BRLMs to the Proposed Transaction.
- Completing the legal and secretarial due diligence (i.e., review of all legal documents, material/ business/ financial contracts, litigations, etc.).
- Review and comment on the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus (together referred to as "Offer Documents").
- Certification that the Offer Documents comply with all applicable statutes and SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, guidelines, including the Companies Act, 1956 and 2013 (to the extent applicable) and other relevant statutes, as amended and that all disclosures required thereunder have been made.
- Drafting the cover letter for SEBI and the stock exchanges and the SEBI checklist for the purposes of ensuring compliance of the disclosure with SEBI requirements and the requirements of the BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE"), if any, and the verification of the Offer Document against the said checklist.
- Reviewing the responses to comments/ queries of SEBI, BSE and NSE including any exemption letter to SEBI.
- Reviewing of Memorandum and Articles of Association and suggesting modifications for Compliance with the stock exchange requirements.
- Reviewing the amendment agreement to the existing shareholders' agreements of the Company.
- Drafting and finalizing the closing certificates, due diligence certificates, consent letters from third parties and assisting with closing of the Proposed Transaction.
- Drafting and finalizing the auditor and ICA certificates.
- Finalisation of OFS docket with BRLMs and company.
- Preparing the back-up due diligence bible for the BRLMs.
- Providing customary consent for the appointment as legal for the BRLMs in the offer documents.
- Drafting and finalizing the customary issue related agreements, including the Offer Agreement,

Syndicate Agreement, Escrow Agreement, Share Escrow Agreement and Underwriting Agreement.

- Reviewing and commending on the Registrar MoU and Advertising Agency Agreement.
- Reviewing drafts of any applications to RBI or any other regulatory authority for approvals in Relation to the Proposed Transaction, if any.
- Reviewing and commenting on all issue material and publicity material viz. abridged prospectus, Public notices, Bid cum Application Forms, Confirmation of Allocation Notes, press releases, corporate and issue advertisements, etc.
- Providing legal sign-off on announcements regarding events during the issue period.
- Review of press reports in relation to media compliance obligations.
- Review of the international “wrap” and giving inputs from Indian Law perspective.
- Reviewing the publicity restriction guidelines applicable to the Proposed Transaction and advising on publicity issues.
- Preparing the research guidelines for the BRLMs and reviewing and commenting on the research reports prepared by the research analysts.

4. ELIGIBILITY CRITERIA

(i) The bidding domestic legal adviser should have advised, handled and completed:

(a) at least one Initial Public Offering (IPO) transaction in the Indian market during the last 5+ years period to include i.e. 01.04.2019 to 30.09.2024 of an issue size of Rs. 1,500 crore OR at least one Equity Capital Market transaction (FPO/OFS by way of IPO /QIP Issue) with an issue size of Rs. 4,500 crore or more during the period 01.04.2019 to 30.09.2024 in India

AND

(b) at least 5 Capital Market transactions (IPO/FPO/OFS by way of IPO /QIP) in the Indian market during the last 5+ years period i.e. 01.04.2019 to 30.09.2024 aggregating issue size of Rs. 10,000 crore of which IPO related experience should be minimum aggregate issue size of Rs. 5,000 crore. Supporting documents should be provided along with the bid/proposal. Preference will be given to those who handled IPO of any AMC. Supporting documents should be provided along with the bid/proposal.

Eligibility Criteria shall be submitted in the Format in Annexure V.

5. SUBMISSION OF PROPOSALS:

The Proposals shall be submitted in the following manner:

(i) Format for technical proposal

The technical proposal should contain details establishing fulfillment of the eligibility criteria as per Para 4. Further, the legal adviser firm must submit an undertaking to have undertaken IPO assignments, as given in **Annexure II**.

The legal adviser firm shall provide the CV of personnel they would allocate for the assignment together with a strategy note elaborating the intended approach to the proposed transactions including the sequencing of the transaction.

Envelop 1: The technical proposal should contain details establishing fulfillment of the eligibility criteria as per Para 4 above. The format of the technical bid shall be submitted in a sealed and separate envelope.

ii) Format for financial proposal

Envelop 2: The financial proposal by the bidding Domestic Law Firm is required to quote a lump sum fee in INR exclusive of applicable Goods and Service Tax (GST) as per **Annexure-III**. The applicant has to furnish an unconditional acceptance to Terms and Conditions of this 'Proposal for Engagement' document. The format of the financial quote /offer shall be in a sealed and separate envelope and should be signed by the authorised signatory thereof.

- a. It may be noted that the Domestic Law Firm shall not prescribe any time limit for the validity of the financial bid.
- b. Fee to the selected Domestic Law Firm shall be paid in Indian Rupees as mentioned below:
 - (i) Payment of 50% of the fee shall be made after filing of the DRHP; and
 - (ii) Remaining 50% fee shall be paid post listing.

Note:

- (1) Different taxes should be indicated separately while raising the bills for payment of fee.
- (2) Fee quoted by selected Law firm would be paid by CRAMC along with applicable GST after deducting 'Tax Deducted at Source (TDS)' as applicable.
- (3) In case of non-fulfillment of scope of work or delay in filing of DHRP, the Fee may be withheld or paid at discount.

The bid documents (both technical and financial proposals) shall be submitted in two (2) sealed envelopes clearly marking the name of the firm submitting the offer. The document should be addressed to: **Mr. Ashutosh Vaidya, Head – Legal & Secretarial** at Construction House, 4th Floor, 5, W. H. Marg, Ballard Estate, Mumbai 400 001, India **with a header "CONFIDENTIAL AND NOT TO BE OPENED OTHER THAN THE ADDRESSEE"**. The Envelope no. should also be written on the cover of the sealed envelopes.

6. The Company reserves the right to call off the transaction at any stage without assigning any reasons thereof.

6. EVALUATION OF BIDS

- (1) The financial bids of those bidders will be evaluated, who ensure / provide the following:
 - a. A signed copy of the RFP shall be submitted as a token of acceptance of all terms and conditions of the bid.
 - b. All provided undertakings and annexures, as prescribed in RFP are submitted.
 - c. All documents shall be signed by an authorized signatory, and a document to the effect certifying the authorized signatory shall also be submitted.
 - d. The bids are not conditional.
- a. Only one (1) legal adviser each shall be appointed. The bidder with the lowest quote may be appointed as the legal adviser. However, the Company reserves the right to award the work to anyone of the legal advisers other than the legal adviser with the lowest quote, without assigning any reason and decision of the Company shall be final in this regard.

7. TERMINATION OF THE ASSIGNMENT

- a. In case it is found that during the course of the transaction or at any time before award of the assignment or after its execution and during the period of subsistence or after the period thereof, that one or more of the terms and conditions laid down in this document have not been met by the Legal Adviser, or the Legal Adviser has made material misrepresentation or has given any materially incorrect or false information, the said Legal Firm / Adviser shall be disqualified forthwith if not yet selected as the Legal Adviser.
- b. In case of a default by the selected legal advisor, Company reserves the right to take appropriate penal action which may lead to the termination of appointment and debarment up to 3 years from the date of such termination.
- c. Company in its sole discretion reserves the right to terminate the entire selection list if it so desires without assigning any reasons.

8. LAWS GOVERNING THE CONTRACT

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in Mumbai shall have exclusive jurisdiction for any dispute arising out of or in relation to this tender.

9. NON-DISCLOSURE AGREEMENT

By awarding the contract to the selected legal adviser and in the course of its performance, the legal adviser may have access to the Confidential Information of the Company.

The legal adviser and its affiliates, partners, associates, officers, employees and agents shall not, either during the term of, or before or after the termination of its appointment hereunder, divulge to any third party any confidential information about the Company or the proposed IPO, which comes to its knowledge pursuant to its appointment hereunder. The legal adviser may have to provide such information, as may be required under any legislation or regulation, to any statutory and/or regulatory authorities including, without limitation, income tax authorities. The Parties acknowledge that providing such information strictly shall not be in violation of the terms of this request for proposal. However, the legal adviser shall give prior intimation to the Company before providing such information so as to enable the Company to obtain appropriate injunctive or other relief to prevent such disclosure.

The selected legal adviser would be required to sign a non-disclosure agreement (NDA) with the Company as per the format at **Annexure - IV**. Failure to sign the same would make their appointment null and void.

10. For any clarification kindly contact **Mr. Ashutosh Vaidya, Head – Legal & Secretarial Email id: secretarial@canararobeco.com**. Tel(D): 022 6658 5052.

Annexure-I
[Certificate to be given on the letter head of the bidding Firm]
Certificate/Undertaking

“We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against us [or any of our parent, subsidiaries or associate companies as defined under Companies Act, 2013(“Affiliates”)]². It is further certified that there is no investigation pending against us or our Affiliates or the CEO, Directors/Managers/key employees or Partners or associates of our concern or of our Affiliates, except as explicitly disclosed, in a case, which, if decided against, shall render us ineligible. It is certified that no conflict of interest as defined in O.M. No. 5/3/2011-Policy dated 8th June, 2011 exists as on date except as explicitly disclosed and if in future such a conflict of interest arises, we will intimate the same to the Company.

Further, we certify that as on the date we are not advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the Company (being disinvested) is proposing to select the Adviser, except for the list of the mandates, duly signed by us, in the same line of business and for the same type of transaction as enclosed.

Further, we certify and undertake that for a period commencing from the date of our appointment (if so appointed) as the Adviser till the completion of the transaction, we shall keep the Company informed of any mandate/contracts entered into, to advise or act on behalf of or associate ourselves with, any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company being disinvested, in respect of any transaction of same nature as the transaction in respect of which we have been appointed as the Adviser.”

(The certificate should be signed by the authorized signatory of the Bidder)

¹ **Note:** Applicable in case the bidder is not a company.

² **Note:** Applicable in case the bidder is a company.

Note:

1. *The content of the certificate must not be changed. Clarification, if any, may be provided separately. In case any disclosures are made regarding investigations or conflict, the decision of CRAMC] on impact of such disclosure on the eligibility of Bidder shall be final and binding.*
2. *In O.M. No. 5/3/2011-Policy dated 8th June, 2011 “Sister concern” should be read as:*
 - i. *For a Company - “Parent, Subsidiary and Associate”*
 - ii. *For others - any person, entity, partnership concern, body corporate or trust which is controlled by the concern or which controls the concern*
3. *For the purposes of this RFP, the term ‘Adviser’ shall be read to mean Domestic Legal Adviser appointed for the IPO of CRAMC.*

Annexure - II

UNDERTAKING

(To be given on Company Letter Head)

We hereby undertake that:

- (i) In case it is found that during the course of the transaction or at any time before award of the assignment or after its execution and during the period of subsistence or after the period thereof, that one or more of the terms and conditions laid down in this document has not been met by us, or that we have made material misrepresentation or have given any materially incorrect or false information, we shall be disqualified forthwith if not yet selected as the Legal Adviser & Counsel.
- (ii) We have the experience and capability in handling IPOs during the period from 01.04.2019 till 30.09.2024 and have ability to work with BRLMs and other intermediaries as a team;
- (iii) We have infrastructure facilities and support teams to undertake the assignment;
- (iv) We have complete understanding of the regulatory framework with respect to public offerings (namely SEBI, IRDAI, RBI, Companies Act, FDI, etc.) and expertise in handling regulatory requirements and securing the required approvals from the concerned authorities and can deliver in accordance with the strict time table requirements and have the ability to commit key personnel for the entire duration of the assignment.
- (v) We have not been prohibited by any regulatory authority in offering such services and have not been blacklisted / debarred by any authority in the past.
- (vi) No action has been initiated by SEBI / RBI or any other government/statutory agency with regard to any financial irregularities.
- (vii) We are not working for any third party that will have a conflict of interest with this assignment. Further, during the course of the assignment, if any conflict arises, the same will be informed to the Company. We also do not have any conflict of interest / related party relationship either with the Company or its Directors or its shareholders.

*(Seal with signatures of authorized signatory of the Legal Advisers & Counsel) Note:
Tick whichever is applicable.*

Annexure - III

**Format of Price Proposal / Offer
(SEALED & IN A SEPARATE ENVELOPE ONLY)**

Tender Inviting Authority: Canara Robeco Asset Management Company Ltd.

Name of the Work: Engagement of Domestic Legal Advisers (DLA) for proposed Initial Public Offering through OFS of **Canara Robeco Asset Management Company Ltd.**

(in INR)

Sl. No.	Item Description	Fee in figures to be entered exclusive of GST	Fee Quoted (In Words)
1.	Fixed Lump-sum Fee in Indian Rupees excluding GST		

Notes:

- 1) In case of any mismatch in fee quoted in the figures and the fee quoted in words, then fee quoted in words will be taken as correct for all purposes.
- 2) Since the bid is exclusive of GST, any additional liability of tax that may arise either on account of change in tax rate or additional taxes by the Central or State Governments, shall be the responsibility of the legal adviser.
- 3) The fees quoted by selected legal adviser would be paid by CRAMC along with applicable GST after deducting 'Tax Deducted at Source' (TDS) as applicable. Different taxes, if applicable, should be indicated separately while raising the bills for payment of fees. All bills are to be raised in Rupees and will be payable in Rupees only.

Seal with signatures of authorized signatory of the legal firm / adviser

Annexure - IV

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this **Agreement**) is executed as of _____ (“**effective date**”) by and between:

_____, a _____, having its office at _____ (hereinafter referred to as the “**Receiving Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); and CRAMC (hereinafter referred to as the “**Disclosing Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

Each of the Receiving Party and Disclosing Party are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

- A.** Pursuant to the Request for Proposal uploaded online on [_____] the Receiving Party has by letter of engagement issued _____ and accepted on _____ been appointed by CRAMC as [Legal Advisor], to [_____] (“**Proposed Transaction**”). In this regard, CRAMC has requested the Receiving Party to enter into this Agreement with the Disclosing Party wherein the Disclosing Party will be sharing with the Receiving Party certain Confidential Information (*defined below*) (“**Purpose**”).
- B.** In light of the above, the Parties are entering into this Agreement to record their understanding concerning the disclosure by the Disclosing Party to the Receiving Party of information that is deemed proprietary or confidential by the Disclosing Party.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:

“**Applicable Law (s)**” means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations, directions, notices, guidelines and circulars of any Indian governmental authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter;

“**Authorized Persons**” shall mean concerning each Party, the directors, officers, employees, agents or advisors (including, without limitation, Subject Matter Experts, attorneys, accountants, consultants, bankers and financial advisors) and controlling persons of such Party; and

“**Confidential Information**” means the confidential, commercial, financial, legal, marketing, business and all other information of whatever nature and in any form relating to the Disclosing Party or its respective businesses

or any documents of government authorities in connection with this Agreement including the fact of receiving or requesting such documents or information (whether written or oral, in any form or medium), given/disseminated by the Disclosing Party to the Receiving Party, and any communication between the Parties and/or their Authorized Persons.

1.2 In this Agreement (unless the context requires otherwise):

- 1.2.1 The terms "hereof", "herein", "hereby", "hereto", "hereunder" and derivative or similar words refer to this entire Agreement;
- 1.2.2 Heading, sub-headings and bold typeface are only for convenience and shall be ignored for interpretation;
- 1.2.3 Any term or expression used but not defined herein shall have the same meaning attributable to it under Applicable Law;
- 1.2.4 Words importing the singular include the plural and vice-versa; and
- 1.2.5 Any reference to this Agreement or other document shall include all amendments, changes and/or modifications made to this Agreement or such other document in accordance with the provisions hereof or thereof.

2. **Obligations of the Receiving Party**

2.1 The Receiving Party hereby agrees and undertakes that it:

- 2.1.1 shall keep the Confidential Information confidential subject to the terms and conditions of this Agreement;
- 2.1.2 shall take all necessary and reasonable actions to maintain the confidentiality of the Confidential Information disclosed to it by the Disclosing Party;
- 2.1.3 shall not disclose to any third party the facts and any such information which has been made available to it without the prior written consent of the Disclosing Party.;
- 2.1.4 shall not use the Confidential Information or any part of it for any purpose other than the intended purposes by the Disclosing Party;

- 2.1.5 shall not make any copies or make any summaries or transcripts of the whole or any part of the Confidential Information unless required for this Agreement or unless permitted in writing by the Disclosing Party;
- 2.1.6 shall notify the Disclosing Party immediately, if it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorized Person;
- 2.1.7 shall handover to an Authorized Person of the Disclosing Party and/or destroy and delete, as the case may be, any records of whatsoever nature in the possession, custody or control of the Receiving Party which contain any Confidential Information or which are produced or received by the Receiving Party in connection with the Confidential Information from the Disclosing Party upon fulfillment of the Purpose of this Agreement and not later than 7 (seven) days from the date of written demand from the Disclosing Party. Provided, however, that Receiving Party may retain the Confidential Information as is necessary to enable it to comply with any Applicable Law;
- 2.1.8 shall not use the Confidential Information to the competitive disadvantage of the Disclosing Party; and
- 2.1.9 holds the Disclosing Party harmless and indemnified from any direct liability, direct damage, direct loss, reasonable cost or expense (including any reasonable attorney's fees) incurred or suffered by the Disclosing Party on account of the proven breach of any provision of this Agreement by the Receiving Party; provided, however, that the total liability of the Receiving Party to the Disclosing Party for the Proposed Transaction and/or this Agreement shall under no circumstances exceed the fees received by the Receiving Party in connection with the Proposed Transaction, except in the event of fraud, wilful misconduct or gross negligence by the Receiving Party.
- 2.1.10 will be liable for any breach of this Non-Disclosure Agreement committed by any persons the Receiving Party shares information with including but not limited to professional and/or legal advisors, Authorized Persons or any other entity
- 2.2 The Receiving Party shall not be liable for release or disclosure of, and the confidentiality obligations under this Agreement shall not apply to, any Confidential Information that:
 - 2.2.1 is required to be disclosed by any Applicable Law or any governmental or other regulatory, administrative or judicial authority of any country, provided that, to the extent legally permitted, the Receiving Party provides the Disclosing Party a prior written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedies;
 - 2.2.2 at the time of its disclosure is within the public domain.
 - 2.2.3 is or becomes part of the public knowledge by publication or otherwise than by breach or default of the Receiving Party; or
 - 2.2.4 is approved in writing for public release by the Disclosing Party.

2.3 If any portion of any Confidential Information falls under one or more of the exceptions as set out in Clause 2.2 above, the remaining part/portion of the Confidential Information shall continue to be subject to the prohibitions and restrictions as set out in this Agreement.

3. Ownership, Sharing, and Return of Confidential Information

3.1 All Confidential Information shall be deemed to be (and all copies thereof or of any part or parts thereof shall become upon the creation thereof) and shall remain the property of the Disclosing Party.

3.2 Notwithstanding anything contained in Clause 2 of this Agreement, the Receiving Party shall be able to share Confidential Information with, its professional and/or legal advisors, Authorized Persons or any other entity authorized by CRAMC solely for the purpose of this Agreement. Confidential Information that constitutes unpublished price sensitive information will be identified by the Disclosing Party as "unpublished price sensitive information" as defined in the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended). Provided further that Confidential Information identified as "unpublished price sensitive information" by the Disclosing Party may be shared with the aforementioned persons if the Disclosing Party consents to such sharing and informs the Receiving Party (ies) that such information can be shared with the aforementioned persons as per Applicable Law. Upon fulfillment of the Purpose and not later than 7 (seven) days from the date of written demand from the Disclosing Party, the Receiving Party shall return to the Disclosing Party or erase, delete and destroy all the Confidential Information and records or materials related thereto, which are in possession of the Receiving Party, as the case may be, provided however that Receiving Party may retain the Confidential Information as is necessary to enable it to be in compliance with any Applicable Law.

4. Governing Laws and Settlement of Dispute

This Agreement, including but not limited to any dispute or claim relating to this Agreement or the rights of the Parties, shall be governed by and construed in accordance with the laws of India. Both the Parties agree to submit to the exclusive jurisdiction of the courts at Mumbai, India for disputes arising out of this Agreement.

5. Counterparts

This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which together shall constitute the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

6. Term

This Agreement including the confidentiality obligations contained herein shall survive for 3 (three) years of: (a) closing of the Proposed Transaction; or (b) the date on which it is determined that the Proposed Transaction will not be consummated, whichever is later. On completion of 3 years, the Receiving Party shall comply with the process set out in Para No.2.1.7 above.

The Parties hereto have entered into this Agreement the day and year first above written:

For and on behalf of:

Domestic Legal Advisors

Name:

Designation:

For and on behalf of:

Canara Robeco Asset Management Company Ltd.

Name:

Designation:

Annexure - V

As per Point 4(i)(a)

	FROM 01.04.2019 TO 30.09.2024	
Particulars	Number of Transactions with Minimum Issue Size of Rs. 1500 Crore	Number of Transactions with Minimum Issue Size of Rs. 4500 Crore
Equity Capital Market Transaction by way of IPO (including OFS)		
Equity Capital Market Transaction by way of QIP (including FPO/OFS)		

As per Point 4(i).(b)

Equity Capital Market Transaction	FROM 01.04.2019 TO 30.09.2024 (YES/NO) If Yes, provide issue-wise details
Handled at least 5 Equity Capital Market Transactions of IPO/FPO/OFS by way of IPO /QIP aggregating Issue Size of Rs. 10,000 Crore or more of which – IPO related experience of aggregate issue size of Rs. 5,000 Crore or more	