

PROPOSAL FOR ENGAGEMENT OF INTERNATIONAL LEGAL ADVISER (ILA)

FOR ISSUER

PROPOSED INITIAL PUBLIC OFFERING OF

CANARA ROBECO (Issuer)

REQUEST FOR PROPOSAL (RFP)

This proposal for engagement of the legal advisers for the proposed initial public offer is issued for private purposes only and issued to the legal advisers to act as the legal advisers for the proposed initial public offering by the Issuer. 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
Last Date of Online Submission of the proposals (should be digitally signed)	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 or “Issuer”) (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 International Legal Advisers (ILA)** 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) in India. **The International Legal Advisers will serve as the Legal Adviser for the Issuer’s transaction and is expected to submit proposals demonstrating relevant experience and expertise in public offerings and capital markets.**
- 2.2 The confirmation letter duly signed by the authorized signatory of the International Legal Adviser may be furnished along with the proposal.
- 2.3 The interested Bidders are advised to go through the eligibility criteria clause mentioned under para 4 on page no.5. If eligible, the bidder should furnish the requisite certificate on the letterhead of the bidding Legal Adviser in the 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 Issuer.

- 2.4 The bidding international 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.
- 2.5 The bidding international 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.
- 2.6 The selected international legal adviser would be required to sign the non-disclosure agreement with the Issuer. Failure to sign the same would make their appointment null and void.
- 2.7 The Scope of Work (SoW) of International Law Adviser (ILA) is as detailed in **Para 3 (A)**. The scope of work is indicative and not exhaustive, and the decision of Issuer would be final in this regard.

3. SCOPE OF WORK (SoW)/ RESPONSIBILITIES OF LEGAL ADVISERS (ILA)

(A) Scope of Work for the International Legal Adviser (ILA)

- 3.1 Drafting of the Business chapters - Risk Factors, Industry, Business and Management Discussion & Analysis to be included in the Offer Documents;
- 3.2 Attending organizational, due diligence and drafting sessions with the Issuer, its representatives and its accountants and the BRLMs;
- 3.3 Conducting customary due diligence in relation to the Issuer;
- 3.4 Interacting with the Issuer, Selling Shareholders along with BRLMs and the domestic legal counsels to explain and agree upon the due diligence information and documentation requirements;
- 3.5 Drafting overseas publicity restriction guidelines applicable to the Offering and advising on publicity issues;
- 3.6 Drafting pre-deal research report guidelines applicable to the Offering and review of the research reports, if any, of the BRLMs;
- 3.7 Providing legal clearance on all issue material and publicity material viz. Offer Documents, research reports, abridged prospectus, public notices, Bid cum Application Forms, Confirmation of Allocation Notes, press releases, corporate and issue advertisements, etc;
- 3.8 Drafting/review of responses to comments/ queries of SEBI, BSE and NSE, including investor complaints/ queries, etc;
- 3.9 Providing legal clearance on any investor grievances, complaints, legal notices, etc. received in relation to the Offering;
- 3.10 Drafting of the international wrap/ selling restrictions in the jurisdictions where the international marketing shall be done and filling of necessary documents in other jurisdictions;
- 3.11 Providing written advice relating to international publicity related restrictions and

- internet restrictions;
- 3.12 Review of all Agreements relating to the Offering;
- 3.13 Negotiating the Underwriting Agreement;
- 3.14 Reviewing comfort letters of the auditors at the stages of filing the Offer Documents and providing final bring down comfort letter at closing;
- 3.15 Interacting with the auditors of the Issuer for finalization of the comfort letters to be provided by the auditors at different stages of the Offering and organizing the executed copies from the auditors;
- 3.16 Conducting bring down due diligence calls with the Issuer/ BRLMs/ domestic legal counsels at various stages of the transaction;
- 3.17 Providing closing checklist prior to closing of the transaction;
- 3.18 Providing no registration opinion;
- 3.19 Opining on PFIC/ OFAC related issues;
- 3.20 Providing advice in relation to the Issue pertaining to international regulations including the U.S. Securities Act;
- 3.21 Providing any other advice as may be required in relation to the Offering and
- 3.22 Any other matter incidental to the above.

4. **ELIGIBILITY CRITERIA**

It is required that the International Legal Adviser (ILA) has successfully completed at least one transaction (IPO/FPO/OFS) in the Indian capital market within the last five years, i.e., from 01.04.2019 to 30.09.2024. Supporting documents confirming this experience should be provided along with the bid/proposal. **Preference will be given to firms that have handled the IPO or any other public issue of any Asset Management Company (AMC) specifically Mutual Fund in India.**

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

5. **SUBMISSION OF PROPOSALS:**

(i) **Format for technical proposal**

The technical proposal shall contain details establishing fulfillment of the eligibility criteria as per Para 4. The International Legal Adviser must submit an undertaking confirming that they have undertaken IPO assignments as per **Annexure II**.

The international legal adviser shall provide the CVs of personnel they would allocate for the assignment along with a strategy note elaborating their intended approach to the proposed transaction, including the sequencing of the transaction.

ii) **Format for financial proposal**

Email 2: The financial proposal should be submitted in a separate email with the subject line: "Financial Proposal – [Name of Legal Adviser]".

The financial proposal should quote a lump sum fee in INR exclusive of applicable Goods and Services Tax (GST), as per **Annexure-III**. The applicant must furnish an unconditional acceptance of the terms and conditions of this proposal document. The financial proposal should be in a sealed envelope signed by the authorized signatory of the Legal Adviser.

- a. It may be noted that the International Legal Adviser shall not prescribe any time limit for the validity of the financial bid.
- b. Fee to the selected International Legal Adviser 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 Legal Adviser would be paid by Issuer 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.
- (4) The fee quoted by the selected ILA will be paid in Indian Rupees as per the prevailing exchange rate on the date of payment. Any exchange rate fluctuations or differences, if any, between the time of submission of the bid and the payment date, shall be borne by the International Legal Adviser. The Issuer shall not be responsible for any variations in the exchange rate.

The proposals for this RfP must be submitted online with adequate encryption or protection so as to secure information being shared in the following way:

Email Submission:

The proposals may be submitted via email to: secretarial@canararobeco.com.

Please ensure that **two separate emails** are sent for the **technical** and **financial proposals**, with the following subject line format:

Email 1: Technical Proposal – [Name of Legal Adviser]

This email should include the technical proposal containing:

Details establishing fulfillment of the eligibility criteria as per Para 4. An undertaking confirming the Legal Adviser has undertaken IPO assignments as per Annexure II. CVs of personnel to be allocated for the assignment. A strategy note outlining the intended approach to the proposed transaction, including the sequencing of the transaction.

Email 2: Financial Proposal – [Name of Legal Adviser]

This email should include the financial proposal, quoting a lump sum fee in INR exclusive of applicable Goods and Services Tax (GST) as per Annexure-III. The financial proposal should include an unconditional acceptance of the terms and conditions of this RFP. The bidders should submit their proposals in two separate emails. Please ensure that each proposal (technical and financial) is clearly labeled and submitted before the deadline specified in the RFP.

Important Notes:

- **Email Submission:** Technical and financial proposals must be submitted in **separate emails** with clear subject lines as outlined above.
- **Passcode or Passkey shall be submitted for both technical and financial proposals in a separate email not before 2 days of the last date mentioned at page no. 2 - Data Sheet**
- **Both the proposals (technical & financial) shall be digitally signed**
- Both submissions must be received by the Issuer on or before the specified deadline.

6. The Issuer 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 once the following conditions are met:
- a. A digitally signed copy of the RFP shall be submitted as a token of acceptance of all terms and conditions of the bid.
 - b. All undertakings and annexures, as prescribed in RFP must be submitted.
 - c. All documents shall be digitally 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) international legal adviser shall be appointed. The bidder with the lowest quote may be appointed as the legal adviser. However, the Issuer reserves the right to award the work to any bidder other than the lowest quote, without assigning any reason. The decision of the Issuer 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 International Legal Adviser, or the Legal Adviser has made material misrepresentation or has given any materially incorrect or false information, the

said International Legal Adviser shall be disqualified forthwith if not yet selected as the Legal Adviser.

- b. In case of a default by the selected legal advisor, Issuer 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. Issuer 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. In case of any dispute, controversy, or claim arising out of or in relation to this tender, the parties shall first attempt to resolve the matter through amicable negotiations.

In the event the dispute cannot be resolved through negotiations within 30 (thirty) days from the date of the dispute being raised, the dispute shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be conducted by a sole arbitrator, mutually appointed by both parties. The place of arbitration shall be Mumbai, and the proceedings shall be conducted in the English language.

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 Issuer.

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 Issuer 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 Issuer before providing such information so as to enable the Issuer 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 Issuer 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 Legal Adviser]
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 Issuer.

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 association of persons or body of individuals) which is engaged in the same line of business as that of the Issuer (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 Issuer 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 association of persons or body of individuals) which is engaged in the same line of business as that of the Issuer 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 the Issuer] 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 International Legal Adviser appointed for the IPO of the Issuer.*

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.
- (ii) We have the experience and capability in handling IPOs, including those for Asset Management Companies (AMCs) specifically Mutual Fund in India, from 01.04.2019 to 30.09.2024. During this period, we were appointed as the lead legal advisor for several IPOs, where we demonstrated our ability to work with Issuers, AMC-specific stakeholders 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 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 any 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 Issuer. We also do not have any conflict of interest / related party relationship either with the Issuer or its Directors or its shareholders.

*(Seal with signatures of authorized signatory of the Legal Adviser)
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 International Legal Adviser (ILA) 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 international legal adviser.
- 3) The fees quoted by selected international legal adviser would be paid by the Issuer along with applicable GST after deducting 'Tax Deducted at Source' (TDS) as applicable. Any other applicable taxes or charges, including but not limited to local taxes must be indicated separately in the invoices raised by the international legal adviser. All invoices are to be raised in Rupees and will be payable in Rupees only.

Seal with signatures of authorized signatory of the legal 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 Issuer (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 Issuer as [International Legal Advisor], to [_____] ("**Proposed Transaction**"). In this regard, Issuer 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 the Issuer 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. In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the Parties agree to first attempt to resolve the matter through amicable negotiations. If the dispute cannot be resolved within 30 days of initiating negotiations, the dispute shall be referred to and finally resolved by arbitration.

The arbitration shall be conducted in Mumbai, India, under the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration proceedings shall be conducted in English. The award of the arbitration shall be final and binding on both Parties.

Notwithstanding the above, the Parties agree that the courts at Mumbai, India shall have exclusive jurisdiction for any matters not subject to Arbitration.

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:

International Legal Adviser

Name:

Designation:

For and on behalf of:

Canara Robeco Asset Management Company Ltd.

Name:

Designation:

Annexure - V

As per Point 4 for ILA

Equity Capital Market Transaction	FROM 01.04.2019 TO 30.09.2024 (YES/NO) If Yes, provide issue- wise details
Should have completed at least 1 (one) transaction (i.e. IPO/FPO/OFS) in the Indian capital market during the last 5 years with specific experience in handling IPOs for Asset Management Companies (AMCs) specifically Mutual Fund in India including advising on regulatory compliance, structuring, and documentation.	