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**AGREEMENT**

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**BETWEEN**

**INDOWIND ENERGY LIMITED**

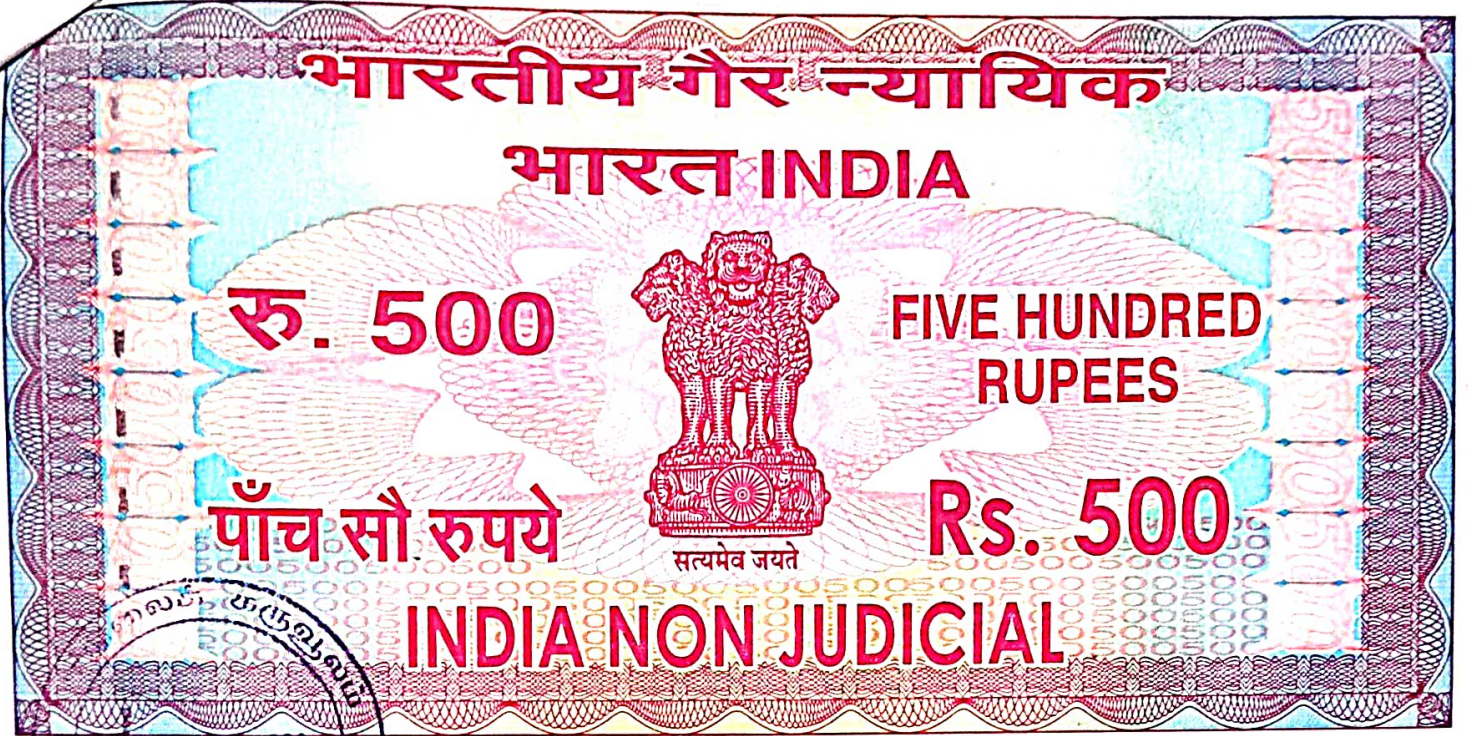
**AND**

**BIGSHARE SERVICES PRIVATE LIMITED**

**FOR INDOWIND ENERGY LIMITED**

*[Handwritten Signature]*  
**Authorised Signatory / Director**

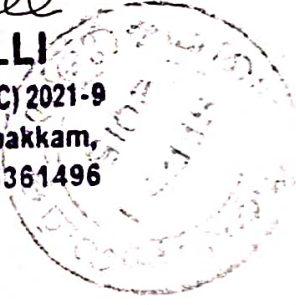




28 FEB 2024  
Indowind Energy Ltd  
Chennai

AK 955748  
*R. Shanmugavalli*  
R. SHANMUGAVALLI

STAMP VENDOR L/No. 1090/54/CH(C) 2021-9  
AGREEMENT 62 / 107, Rama Street, Nungambakkam,  
Chennai - 600 034. Mobile: 9445361496



This Agreement ("Agreement") made on 28<sup>TH</sup> February 2024 at Chennai, between:

INDOWIND ENERGY LIMITED, a company incorporated under the Companies Act, 1956 bearing Corporate Identification Number (CIN): L40108TN1995PLC032311, having its registered office at KOTHARI BUILDINGS, 4<sup>th</sup> Floor, 114, M.G.Road, Nungambakkam, Chennai – 600 034 (Hereinafter referred to as the "Issuer" or the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the FIRST PART;

AND

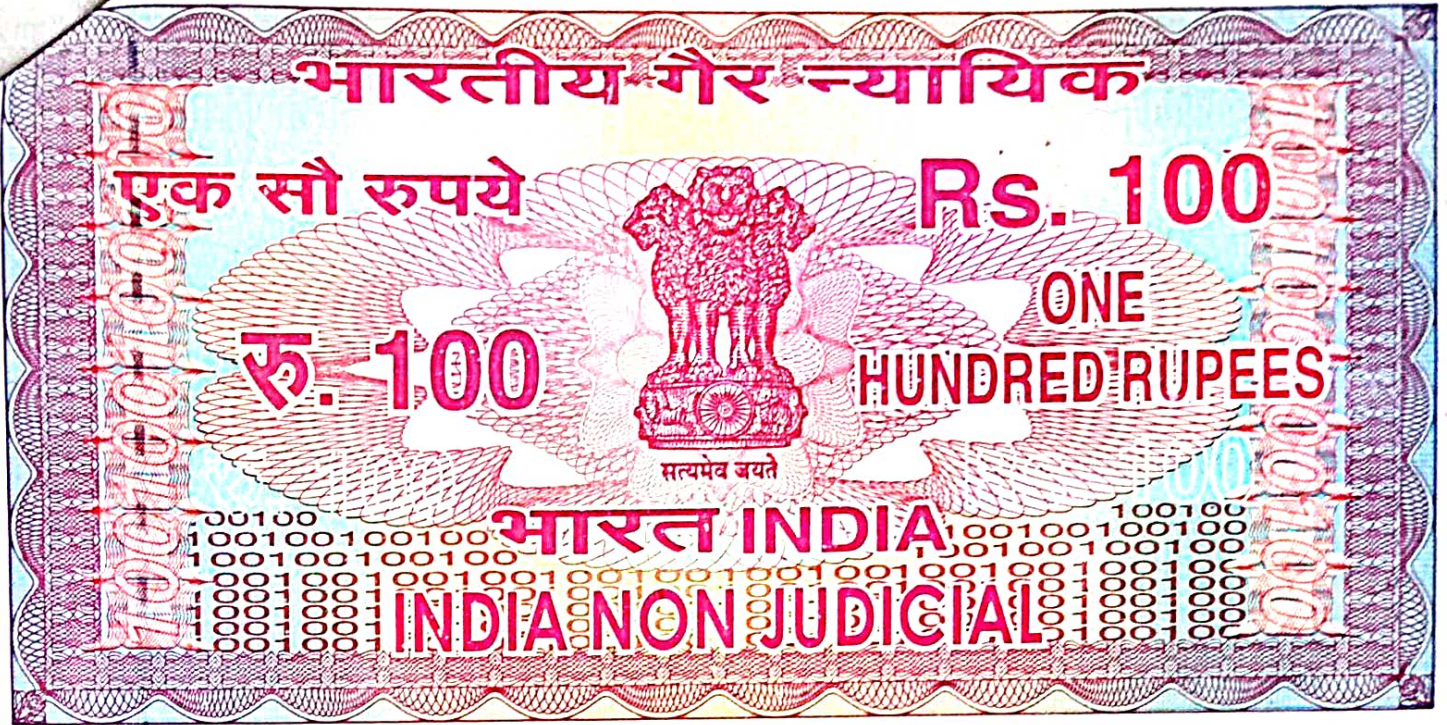
BIGSHARE SERVICES PRIVATE LIMITED, a company incorporated under Companies Act, 1956 and having its corporate office at Office No S6-2, 6th floor Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai – 400093, Maharashtra (hereinafter referred to as the "Registrar" or "Registrar to the Issue" which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assignee) of the SECOND PART.

The Company and the Registrar are hereinafter individually referred to as a "Party" and collectively as "Parties".

FOR INDOWIND ENERGY LIMITED

*[Signature]*  
Authorised Signatory / Director





தமிழ்நாடு 6 தமிழ்நாடு TAMILNADU

28 FEB 2024

CY 498521



Indowind Energy Ltd  
Chennai

R. SHANMUGAVALLI

TAMP VENDOR L/No.1090/B4/CH(C) 2021-9  
52 / 107, Rama Street, Nungambakkam,  
Chennai - 600 034. Mobile: 9445351496

- A. The Company is proposing to issue equity shares of face value of Re. 10 each ("Equity Shares") for cash not exceeding Rs.50,00,00,000 (Rupees Fifty Crores Only) to the existing equity shareholders of the Company ("Equity Shareholder") on rights basis (hereinafter referred to as the "Issue"). The ratio, price and other terms shall be determined by the Board of Directors (including Committee formed by the Board of Directors of the Company) in consultation with SRUJAN ALPHA CAPITAL ADVISORS LLP (referred to as the "Lead Manager" or the "LM"), in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("SEBI Regulations") and other applicable laws on certain date to be notified by the Company. The Equity Shares are proposed to be offered in the Issue to each equity shareholder of the Company who is a shareholder on a certain date to be notified by the Company (the "Record Date").
- B. The Issue has been authorized by the resolution passed by the board of directors of the Company at its meeting held on 8<sup>th</sup> January, 2024.
- C. The Registrar is registered with the Securities and Exchange Board of India ("SEBI") under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "SEBI RTA Regulations") and has a valid and subsisting registration (no.INR000001385) and the Company has approached the Registrar to act as the Registrar to the Issue as per the terms and conditions detailed in this Agreement (the activities pertaining to it acting as the Registrar to the Issue are hereinafter referred to as "the Assignment") and the Registrar has accepted the Assignment.
- D. In terms of Regulation 69(7) of the SEBI Regulations, the Issuer is required to appoint a registrar who has connectivity with all depositories in connection with the Issue.

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- E. In terms of Regulation 9A (1) (b) of the SEBI RTA Regulations the Registrar is required to enter into a valid agreement with the Issuer *inter-alia* to define the allocation of duties and responsibilities between the Registrar and Issuer and in pursuance of the same, the Registrar and the Issuer have entered into this Agreement.
- F. All the terms not specifically defined herein shall have the same meaning ascribed to such terms under the Draft Letter of Offer and the Letter of Offer to be filed with the Stock Exchanges as applicable.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties do hereby agree as follows:

#### DEFINITIONS

Unless the context requires otherwise, all capitalized terms used in this Agreement shall have the meaning ascribed to such terms as set out below.

- (a) **"Abridged Letter of Offer"** shall mean the abridged letter of offer to be sent to the Eligible Equity Shareholders with respect to the Issue in accordance with the provisions of the SEBI Regulations and the Companies Act;
- (b) **"Agreement"** shall mean this registrar agreement dated 28<sup>th</sup> February 2024, entered into between the Issuer and the Registrar;
- (c) **"Allotment"** shall mean allotment of Equity Shares pursuant to the Issue;
- (d) **"Assignment"** shall have the meaning ascribed to it in Recital G of this Agreement;
- (e) **"ASBA"** or **"Application Supported by Blocked Amount"** shall mean an application (whether physical or electronic) used by an ASBA Investor to make an application authorizing the SCSB to block the application amount in a specified bank account maintained with the SCSB;
- (f) **"ASBA Investor(s)"** shall mean Eligible Equity Shareholders proposing to subscribe to the Issue through the ASBA process and who:
- i. are holding the Equity Shares of the Company in dematerialized form as on the Record Date and have applied for their Rights Entitlements and/or additional Equity Shares in dematerialized form;
  - ii. have not renounced their Rights Entitlements in full or in part;
  - iii. are not Renounees; and
  - iv. are applying through blocking of funds in a bank account maintained with the SCSBs;
- (g) **"Basis of Allotment"** shall mean the basis and priority in which the Allotment to the Investors will be made in the Issue;
- (h) **"Business Days"** shall mean all days other than a Sunday or a public holiday on which commercial banks in Mumbai are open for business;

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- (i) **"CDSL"** shall mean the Central Depository Services (India) Limited;
- (j) **"Companies Act"** shall mean the Companies Act, 2013 and the rules framed thereunder, each as amended to the extent in force pursuant to the notification of the Notified Sections;
- (k) **"Composite Application Form"** or **"CAF"** shall mean a form used by an Investor to make an application for the Allotment of Equity Shares in the Issue;
- (l) **"Designated Stock Exchange"** shall mean the designated stock exchange as chosen by the Issuer in terms of the SEBI Regulations;
- (m) **"Disputing Parties"** shall have the meaning ascribed to it in Clause 38 of this Agreement;
- (n) **"DP"** shall mean depository participant;
- (o) **"DP ID"** shall mean depository participant identity number;
- (p) **"Eligible Equity Shareholder(s)"** shall mean the holder(s) of the Equity Shares of the Company as on the Record Date;
- (q) **"Equity Shares"** shall have the meaning ascribed to it in Recital A of this Agreement;
- (r) **"Escrow Collection Bank(s)"** shall mean the banks as specified in the Letter of Offer;
- (s) **"FPI"** shall mean a foreign portfolio investor as defined under the SEBI FPI Regulations;
- (t) **"Investor(s)"** shall mean the Eligible Equity Shareholder(s) of the Company on the Record Date and the Renouncee(s);
- (u) **"Issue"** shall mean issue of Equity Shares on a rights basis to the Eligible Equity Shareholders in terms of the Letter of Offer;
- (v) **"Issue Documents"** shall have the meaning ascribed to it in Clause 6 of this Agreement
- (w) **"Issue Closing Date"** shall mean the date of closing of the Issue as determined and disclosed in the Letter of Offer;
- (x) **"Issue Opening Date"** shall mean the date of opening of the Issue as determined and disclosed in the Letter of Offer;
- (y) **"Letter of Offer"** shall mean the letter of offer to be filed with the Stock Exchanges and SEBI in relation to the Issue;
- (z) **"Notified Sections"** shall mean the Sections of the Companies Act, 2013 that have been notified by the Government of India;
- (aa) **"NRI"** shall mean a non-resident Indian, as defined in the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2017, as amended;
- (bb) **"NSDL"** shall mean the National Securities Depository Limited;
- (cc) **"OCB"** shall mean overseas corporate bodies;
- (dd) **"PAN"** shall mean permanent account number;
- (ee) **"RBI"** shall mean the Reserve Bank of India;
- (ff) **"Record Date"** shall mean the date for determining the Eligible Equity Shareholders for purposes of participation in

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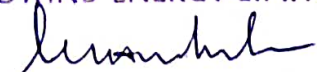
  
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the Issue;

- (gg) **"Registrar"** shall mean Bigshare Services Private Limited ;
- (hh) **"Renouncee(s)"** shall mean person(s) who has/have acquired Rights Entitlements from Eligible Equity Shareholders;
- (ii) **"Rights Entitlements"** shall mean the number of Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by the Eligible Equity Shareholder on the Record Date;
- (jj) **"Rights Issue Circulars"** shall collectively mean SEBI circular, bearing reference number SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020, SEBI circular bearing reference number SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020 and SEBI circular bearing reference number SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020.
- (kk) **"SAF(s)"** shall mean split application form(s) which is an application form used in case of renunciation in part by an Eligible Equity Shareholder in favour of one or more Renouncee(s);
- (ll) **"SCSB"** shall mean a self-certified syndicate bank registered with SEBI, which acts as a banker to the Issue and which offers the facility of ASBA; and
- (mm) **"SEBI FPI Regulations"** shall mean Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, as amended.
- 1) The Company hereby appoints Bigshare Services Private Limited as the Registrar to the Issue and the Registrar accepts such Assignment by accepting the terms and conditions stipulated under this Agreement.
- 2) The Registrar hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein and to provide such other functions, duties, obligations and services as are required as per applicable law (including the rules, regulations, directions and circulars prescribed by SEBI) in respect of the Issue. The Registrar undertakes and agrees that it shall be the Registrar's sole and absolute responsibility to ensure that such functions, duties, obligations and services are performed, in a professional and timely manner.
- 3) The Registrar declares and undertakes that:
- a) It has obtained a permanent certificate of registration No INR000001385 from SEBI dated 09/04/2013. The Registrar will keep Company informed on an immediate basis if its registration is cancelled, suspended or withheld or if it is prohibited or restricted from performing the activities mentioned in this Agreement by any regulatory authority. A copy of this registration certificate is attached as **Schedule III**.
- b) It has not violated any of the conditions subject to which registration has been granted and that, no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred / suspended from carrying on its activities as a registrar. In case any prohibiting orders are passed restricting it from carrying out the Assignment or if its registration is cancelled/ suspended or withheld for any regulatory or other reasons, it agrees to immediately inform the Company and the LM of the same and co-operate to establish alternate arrangements.
- c) It shall perform the Assignment with highest standards of integrity and fairness, shall abide by the SEBI RTA Regulations including the code of conduct as specified in Schedule III thereunder and other applicable SEBI regulations and shall act in an ethical manner in all its dealings with the Company, Equity Shareholders, Renouncees, Investors etc. and that it will not take up any activity which is likely to be in conflict with the interests of the Company, Eligible Equity Shareholders, Renouncees, Investors or LM or contrary to or in violation of any rules, regulations, orders, guidelines or directions issued by SEBI, from time to time.

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- d) It shall make adequate disclosure to the Company of any potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased services.
- e) It shall carry out the Assignment and complete all the formalities accurately, diligently and within the stipulated time limits as per the relevant statutes, guidelines/ regulations issued by SEBI including SEBI Regulations and bye laws of the Stock Exchanges. The Registrar shall immediately notify the Company and the LM on any likely delay in completion of any of the formalities. The Registrar shall also notify the Company and the LM of any errors committed while completing any of the formalities which could not be prevented.
- f) It has the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance, disaster recovery system, expertise and the net worth to honour its obligations and liabilities under this Agreement.
- g) It shall ensure that adequate resources including qualified manpower are dedicated in the performance of the services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no deficiency(s)/error(s) in the services to be performed by the Registrar. Further, The Registrar shall also notify the Issuer and the Lead Manager of any errors committed while completing any of the formalities.
- h) It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.
- i) It shall co-operate and comply with any instructions which the LM may provide in respect of the Issue.
- j) It shall keep the Company and Lead Manager fully informed about the progress with regard to any legal action initiated against it and / or any of its group entity by any regulator from time to time.
- k) It has connectivity with the depositories, namely the NSDL and CDSL;
- l) It is not subject to any litigation in, or injunction or order of, any court or regulatory authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the Registrar in relation to any offering by company.
- m) This Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with its terms. The execution, delivery and performance of Assignment by the Registrar does not violate, or constitute a breach of, any law, regulation, court or tribunal order or any agreement, deed or undertaking entered into by the Registrar.
- n) It shall ensure that the demographic details provided by the Bidders in the Bid cum Applications Forms (including any CAFs) shall not be used by it for any purpose other than in relation to the Issue.
- o) It is not an associate of the Company as mentioned under the RTA Regulations.
- p) In the event the Registrar is unable to continue to act as a Registrar to the Issue, at any point of time, due to any direction of any statutory or regulatory authority or otherwise, it shall immediately inform the Company & the LM and take steps, in consultation with and as per the direction of SEBI, if any and the Company and LM, for a smooth transition of the Equity Shares data held by the Registrar at no cost to the Company for such transition to another registrar as may be appointed by the Company.
- q) It shall ensure that adequate resources including sufficient qualified manpower are dedicated in the performance of the services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no deficiency(s)/error(s) in the services to be performed by the Registrar. The Registrar shall also notify the Issuer and the Lead Manager of any errors committed while completing any of the formalities.

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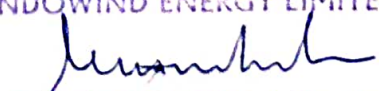
  
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4. The Company hereby declares that, it has complied with and agrees to comply with all statutory formalities under the Companies Act, SEBI Regulations and other relevant statutes to enable it to undertake and make the Issue. The Company also agrees that, it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any applicable legislations, rules, regulations or guidelines issued by SEBI.
5. The Company and the Registrar agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in Schedule-I hereunder. The activities listed in the Schedule-I are indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI RTA Regulations. The Company and the Registrar may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon. Further, the Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the Draft Letter of Offer, Letter of Offer, Abridged Letter of Offer, Composite Application Form and Split Composite Application Form (collectively, the "Issue Documents"). The Registrar hereby consents to the inclusion of its name as the Registrar to the Issue in all such documents as are required for the Issue including the Issue Documents.
6. The following activities shall form part of the Registrar's functions and responsibilities, without limitations: We request to insert the functions/ duties of the registrar as per the list attached to the email and marked as Annexure -1 in addition to below mentioned points
- a) Calculation of Rights Entitlements.
  - b) Pursuant to SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020 REs shall be credited to the demat account of eligible shareholders in dematerialized form;
  - c) In accordance with the Rights Issue Circulars viz. the SEBI circular bearing number SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 06, 2020 and in consultation with the Lead Manager to the Issue:
    - i. ensure all adequate steps are taken to disseminate the Letter of Offer, Abridged Letter of Offer, application forms of the Issue to the shareholders through means such as ordinary post or SMS or audio-visual advertisement on television or digital advertisement, etc.;
    - ii. institute a mechanism to allow physical shareholders of the Issuer to apply in the Issue and take adequate steps along with the Issuer to communicate such a mechanism to physical shareholders before the opening of the Issue;
    - iii. institute an optional mechanism to accept the applications of the shareholders to subscribe to the Issue;
    - iv. devise an FAQ, online dedicated investor helpdesk, and helpline to guide investors in gaining familiarity with the application process and resolve difficulties faced by investors on priority basis;
    - v. aid the Issuer in handling investor complaints with respect to the amendments in the Issue process introduced by the SEBI Rights Issue Circulars; and
    - vi. carry out any other acts and duties, in the capacity of the Registrar to aid the Lead Manager and the Issuer in accordance with the Rights Issue Circulars.
  - d) Printing and dispatch of Composite Application forms and Abridged Letter of Offer.
  - e) Printing and dispatch of Duplicate/Split Composite Application Forms.
  - f) Collecting Composite Application Forms from the collection centres,
  - g) Dispatch of letters of allotment/Share Certificate/Refund

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- h) Collection of amounts and applications, Composite of Application Forms (CAFs) and their processing including verifying signatures.
- i) Providing detailed instructions to the bankers to the issue, Self-Certified Syndicate Banks (SCSBs) including the format and timeline of receipt of information in relation to the Issue.
- j) Keeping a proper record of applications and monies received from Equity Shareholders and Renounees and paid to escrow collection account/ Bankers to the Issue;
- k) Providing the split between Equity Shareholders and Renounees for shares applied for as entitlement and additional Rights Equity Shares applied for after Issue closure in the following format;

Category	Shares applied for	
	Entitlement	Additional
Equity Shareholders		
Renounees		

- l) The Registrar will provide Daily Collection Figures in Rs. and the number of shares applied for.
- m) To provide correct data in time to enable the Company to finalize the basis of allocation and allotment in coordination with the Stock Exchanges for timely approval of the basis of allotment;
- n) To ensure that the basis of allotment is in accordance with the SEBI Regulations, guidelines and notifications and as specified in the Issue Documents;
- o) Post communication of the basis of allotment by the Company, preparation of list of Allottees entitled to allocation of Equity Shares;
- p) Ensure that correct credit to respective demat accounts is made in time, as specified in the Letter of Offer and as required under applicable legislations, rules, regulations and guidelines issued by SEBI and to receive the confirmation of credit of the Equity Shares to the demat accounts of the successful allottees from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the allotment details with the Designated Stock Exchange and confirm all formalities are completed;
- q) Ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within 7 Working Days from the date of finalization of the basis of allotment or such other period as may be notified by SEBI;
- r) Ensure that Allotment made is correct and timely uploading of the correct file in the depository system;
- s) Dispatch of (CAFs) duly overprinted with details such as name / address of the Equity Shareholder, number of Equity Shares held, number of Equity Shares offered etc.;
- t) Dispatch of letters of allotment / allotment advice / share certificates / refund orders;
- u) Uploading the data of allottees who have opted for shares in electronic form;
- v) Credit of Equity Shares to the allottees demat accounts within the time frame indicated in the Letter of Offer subject to certain cases kept in abeyance in consultation with the Company/ LM;
- w) Issue of duplicate refund orders (after obtaining suitable indemnity bonds);
- x) Revalidation of refund orders;
- y) Reconciliation of refund orders;

FOR INDOWIND ENERGY LIMITED

  
 Authorised Signatory / Director



- z) Delete electronic Application Supported by Blocked Amount (ASBA) application data in respect of ASBAs which have been withdrawn after the Issue Closing Date;
- aa) Providing/specifying the format to the SCSBs in which information in relation to ASBA is required;
- bb) Intimating to SCSBs before opening of the Issue, the Issue Opening date and Closing Date/time;
- cc) Co-ordination with SCSBs for submission of final certificates, after taking into account of rectifications, if any;
- dd) To provide inputs for finalizing the bankers to the Issue and assist in identification of the collecting branches at the collection centres finalized;
- ee) To review the terms and procedure of the Issue section in the Issue Documents;
- ff) Records of correspondence in respect of investor complaints, grievances or queries;
- gg) Co-ordinating with the concerned depository and ensuring that the number of Equity Shares Allotted to each category of applicants is correct in all respects;
- hh) Carrying out due procedures in relation to processing of multiple applications as provided in the Issue Documents;
- ii) Record of returned mail showing details of contents of the letter, details of refund orders, date of dispatch, date of return and reasons for being returned;
- jj) Maintain a Complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed off. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly; and
- kk) Such other records as may be specified by SEBI, the Company and/or the BRLMs for carrying on the activities as Registrar to the Issue.
- ll) Matching the depository participant identification, ("DP ID"), client identification, ("Client ID"), Folio Number and Permanent Account Number, ("PAN"), specified in the reconciled electronic data with the depository's database;
- mm) Rejecting the applications (including ASBAs) in respect of which the DP ID, Client ID, Folio Number and PAN specified in the reconciled data does not match the details in the depository's database;
- nn) Keeping a proper record of application forms and monies received from applicants and paid to the escrow account(s) / bankers to the Issue, as provided in the bank schedule and reporting the amount of application forms collected, monies received from the applicants and the amount deposited in the escrow account(s) opened for the purposes of the Issue as may be agreed between the Company, the LM, and the Registrar, on a daily basis at the end of the day during the Issue Period to the Company and the LM.
- oo) Finalising various post-Issue monitoring reports such as the three-day report and Final-Issue monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company and the LM;
- pp) Ensuring that proper grievance handling mechanism is in place at its office during the Issue period and after closing of the Issue, as per applicable regulations;
- qq) Redressing investor complaints and grievances in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the



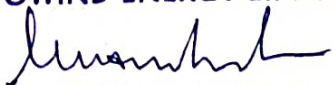
Company during the Issue period and after closing of the Issue; and

- rr) The Registrar also agrees to maintain records as per SEBI RTA Regulations; however, the Registrar shall maintain all the records for at least 3 years.
7. The Registrar shall not hand over any application or other documents / records pertaining to the Issue to any other person, except to the LM and the Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company, until the completion of dispatch of allotment letters, refund orders, share certificates, etc. The Company agrees that it will have access to the application / documents pertaining to the Issue at the office of the Registrar only.
8. The Registrar and its officers, employees and agents shall not either during the term of, or after the termination of, their appointment hereunder, divulge to any third party any confidential information about the Company or the Issue which comes to its knowledge in its capacity as the Registrar to the Issue except to the LM to the Issue.

The Registrar may have to provide certain information regarding the Investors, including ASBA Investors, as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement. However, the Registrar shall give prior intimation to the Issuer or the Lead Manager before providing such information so as to enable the Lead Manager to obtain appropriate injunctive or other relief to prevent such disclosure.

9. The Registrar shall be responsible for validating the correctness of the information provided by SCSB with reference to the DP ID/ Client ID and corresponding PAN details obtained from the depositories and SCSBs will be responsible for data provided by them to the Registrar.
10. The Registrar will handle the Assignment from any of its offices which have been declared to SEBI and approved by it for carrying on its activities. The addresses of such offices shall be printed in all relevant stationeries pertaining to the said Issue.
11. The Registrar shall provide in a timely manner all accurate information to be provided by it under this Agreement and the applicable laws, to ensure proper allotment of the Equity Shares, dispatch of instructions to SCSBs to unblock the bank accounts of the ASBA Bidders. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds required to be made that has been provided by the Registrar to the Refund Bankers, including any of their correspondent banks.
12. Pursuant to SEBI circular No SEBI/CFD/DIL/31/2008/30/7 dated July 30, 2008, the Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement. Further the Registrar shall comply with the SEBI Circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011.
13. The Registrar shall undertake that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
- creation of false market;
  - price rigging or manipulation;
  - passing of unpublished price sensitive information to any third party including without limitation brokers, members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors; and
  - Neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.

**FOR INDOVIND ENERGY LIMITED**

  
**Authorised Signatory / Director**

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14. The Registrar shall ensure that:
- a) the enquiries and complaints from applicants, including ASBA applicants, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
  - b) the Registrar has a proper system to track, address and redress investor complaints;
  - c) adequate steps are taken for proper allocation and Allotment of Equity Shares and refund of application monies without delay and as per law; and
  - d) the information furnished to the SCSBs in discharging its responsibility under the ASBA process is correct and valid;
  - e) for the electronic bids which are rejected as invalid because of DP ID, Client ID or PAN particulars, capture the name and address as and when received from the relevant Escrow Collection Bank(s)/SCSBs and send refunds to the applicants in physical form at the earliest, or an intimation of unblocking of amount in ASBA in case of ASBA applicants.
15. The Registrar shall act as a nodal agency for redressing complaints of ASBA and non-ASBA investors, including providing guidance to ASBA investors regarding approaching the SCSB concerned.
16. The Registrar shall extend all necessary support to the Company, the LM and the SCSBs as may be required for the smooth and speedy functioning of the ASBA process. The Registrar agrees to have in place a valid special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omissions etc.
17. The Issue stationery including certificates, letters of allotment, allotment advice and refund orders shall be kept ready and handed over to the Registrar by the Company within 4 (four) days from the date of closure of the Issue and the Company shall be responsible for any delay on this account. The Company will arrange to obtain prior approval for Issue stationery from the refund bankers.
18. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatch of allotment letters; allotment advice, share certificates, refund orders, etc.
19. The Registrar will extend all facilities to complete allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matter.
20. The Company agrees to hand over to the Registrar impression of its common seal at the time of clearing the art works of pre-printed share certificates.
21. The Company agrees that it shall make available the relevant master data, both in physical and electronic as on the Record Date, signature data / card, details of all stop transfer cases etc. and all such details, physical records and electronic data, that may be required in future as and when the same are called for from the Registrar.
22. The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the designated stock exchange for the Issue.
23. The Registrar shall be required to inform the Company within 48 (forty eight) hours from receipt of any complaints of the investors and redress complaints of the investors (including ASBA Bidders) within 7 (seven) days of receipt of the complaint during the currency of this Agreement and continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and the Company shall extend necessary co-operation to the Registrar for it to comply with such regulations. The Registrar shall provide a status report of investor complaints on a fortnightly basis to the Company. Similar status reports should also be provided to the Company as and when required.
24. The Registrar and the Company agree that the fees and charges payable to the Registrar for handling the Assignment shall be as specified in Schedule II of this agreement.

FOR INDOVIND ENERGY LIMITED

  
Authorised Signatory / Director



25. The Company in consultation with the Lead Manager shall be entitled to terminate this Agreement in the event the Registrar's Certificate of Registration is suspended / cancelled or SEBI debars the Registrar from carrying on its activities or in any way prohibited, either by an order of a court or in any other manner, from carrying on registrar and share transfer agent activities. In the event the Company in consultation with the LM decides not to proceed with the said Issue, this Agreement shall be terminated without the Registrar having any recourse to any compensation from the Company. Further, the Company may terminate this Agreement with or without cause, upon giving seven days' notice to the Registrar of its intention to so terminate the Agreement. Should the Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Agreement till termination of this Agreement. Such termination would be effective only when the new registrar is appointed for the Issue on the terms and conditions similar to the terms agreed upon herein and appropriate handover of data from the Registrar to the new registrar is carried out subject to fulfilling the requirements as may be prescribed by SEBI.
- In case of termination of this agreement for whatever reason, the Registrar shall refund 50% (fifty percent) of advance amount paid to it by the Company.
26. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company or their newly appointed registrar to the said Issue towards taking over duties and responsibilities as the new registrar to the issue. In this case, the registrar will have to hand over the records/ data and all related documents which are in its possession to the new registrar within 15 days of termination of agreement, subject to any settlement of dues pertaining to the registrar.
27. Should there be any major change in the date of opening of Issue from that indicated or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any event caused by force majeure, both Parties shall have the option to withdraw from the Issue before the date of opening of the Issue and/or re-negotiate this Agreement with the other party. However, the Registrar shall continue to be responsible for the Assignment till the new registrar takes over the duties and responsibilities of the Registrar.
28. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and the Registrar will not be in any way be construed to be an agent of the Company in any other business of the Company in any manner whatsoever.
29. The Registrar shall act with due diligence, care and skill, while discharging the Assignment. However, the Registrar shall indemnify and hold harmless the LM, the Company and their affiliates, advisors, its successors and each of their respective directors, officers, employees and agents (collectively "Indemnified Party") from and against all suits, claims, actions, interest due to delay in refunding the amount and demands which may be made or commenced against the Company, LM, applicants for the Equity Shares (including ASBA applicants), any holder of the securities issued or any third party as a consequence of any act or omission of or any failure, deficiency or error on the part of the Registrar or any of its officers, employees or agents in performing, fulfilling or providing any of its functions, duties, obligations and services hereunder. The Registrar shall further indemnify and refund all costs incurred by the Company, LM, their affiliates and each of their respective directors, officers, employees and agents, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/ or the stock exchanges and/or any other statutory or regulatory authority or a court of law. In this regard, the Registrar undertakes to immediately, on the date of this Agreement, execute a letter of indemnity in the format set out in Schedule IV. However, the Registrars is not obliged to indemnify the LM the Company and their affiliates, advisors, its successors and each of their respective directors, officers, employees and agents, if the error or omission or any failure is a bonafide one and has crept in as a failure on the part of bankers to issue or bidding brokers or ASBA bankers.
30. In an event of default of any of the duties and responsibilities of the Registrar herein or any error in the services rendered by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to rectify such defaults and the Registrar shall be directly responsible for any liability arising out of such error or failure to deliver the services contemplated in this Agreement. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three working days upon being instructed by the Company, transfer all the documents in their possession including shares, to any

FOR INDOWIND ENERGY LIMITED

  
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other registrar/depository as instructed by the Company and/or SEBI.

31. Any notice communication or documents to be given to the Parties may be given by personal delivery, registered/speed post, email or by fax. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given, if given by personal delivery when so delivered, if given by post on expiration of three days after it has been delivered to the post office for onward dispatch and if given by fax or email upon transmission thereof. Provided that, any notice etc., given by fax or email shall be confirmed in writing. All notices to the Parties shall be addressed as under:

**If to the Company:**

**INDOWIND ENERGY LIMITED**

**Attention : HARIBABU KRISHNAMOORTHY NEELAMEGAM**  
**Tel : 91-44-28331310 / 09820806179**  
**Email : haribabu@indowind.com**

**If to the Registrar:**

**Bigshare Services Private Limited**  
Office No S6-2, 6th floor Pinnacle Business Park,  
Next to Ahura Centre, Mahakali Caves Road,  
Andheri (East) Mumbai,  
Maharashtra – 400093

Attention: **Mr. Jibu John**  
Telephone: 022-62638200  
Facsimile: 022-62638280  
Email: rightsissue@bigshareonline.com

Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective from 5 business days thereafter or such later date as may be specified by the Party whose address/contact details are changed.

32. The Registrar and the Company agree that non-compliance of any of the covenants contained herein by either Party shall be reported to SEBI within 7 (seven) days by the other Party and shall also be reported to the LM immediately.
33. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) any dispute or difference arises between the Parties hereto as regards the validity and the interpretation of this Agreement and which is not settled within 15 (fifteen) days through negotiations, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Company, one by the Registrar and the two arbitrators so appointed will appoint the third arbitrator). All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 and shall be conducted in English. The Arbitration shall take place in Mumbai, India. The Parties shall share the costs of such arbitration equally unless otherwise awarded or fixed by the arbitration tribunal. The arbitral award shall state the reasons on which it is based.
34. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its

**FOR INDOWIND ENERGY LIMITED**

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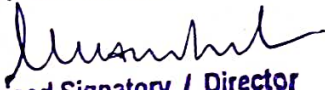
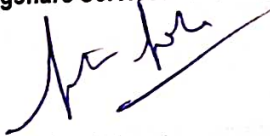

  
**Authorised Signatory / Director**



conflict of laws and rules.

35. Neither Party shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other.
36. Unless terminated earlier in accordance with its terms, this agreement shall be valid until the expiry of one year from the date of closing of the Issue, provided that clauses 6, 28, 30, 31, 32 and this clause shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents, other information and data which are in the possession or custody of the Registrar shall be handed over to the Company.  
Even after expiry of one year from the date of closing of the Issue, the Registrar shall co-operate with the Company for resolving any query or complaint received from the Applicants / Shareholders
37. If any provision(s) of this Agreement is held to be prohibited by or invalid under any applicable law or becomes inoperative as a result of a 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 Agreement.
38. This 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.

IN WITNESS WHEREOF the Parties hereunto have set their hands on the day and year hereinabove written:

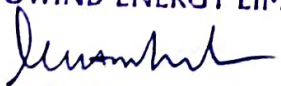
<p>For INDOWIND ENERGY LIMITED <b>FOR INDOWIND ENERGY LIMITED</b>  <b>Authorised Signatory / Director</b> Authorized Signatory Name: HARIBABU KRISHNAMOORTHY NEELAMEGAM Designation: WHOLE-TIME DIRECTOR DIN: 06422543</p>	<p>For and on behalf of the Registrar Bigshare Services Private Limited  Authorized Signatory Name: Jibu John Designation: General Manager </p>
<p>Witnessed by: 1.  2.</p>	<p>Witnessed by: 1.  2.</p>

**SCHEDULE - I**

<b>ACTIVITIES</b>		<b>RESPONSIBILITY</b>
<b>I.</b>	<b>PRE-ISSUE WORK:</b>	
1	Finalization of bankers to issue, list of branches, controlling and collecting branches.	Registrar/ Company in consultation with the LM
2	Design of application form (including CAF), bank schedule, pre-printed stationery.	Registrar/ Company in consultation with the LM
3		Registrar
4	Arranging, dispatch of application schedule for listing of applications to collecting and controlling branches.	Registrar
5	Placing of orders for and procuring pre-printed stationery.	Company
6	Payment towards postage of CAF & LOF	Company
7	Creation of Rights Offer Master, Over Printing CAF & Dispatch of CAF along with Abridged LOF.	Registrar
8	Obtaining the existing data on a magnetic media / other storage device for calculation of rights entitlement	Registrar
<b>II.</b>	<b>ISSUE WORK:</b>	
1	Printing and dispatch of Composite Application Form and Abridged Letter of Offer, Letter of Offer / duplicate CAF to the Shareholders	Registrar
2	REs shall be credited to the demat account of eligible shareholders in dematerialized form.	Registrar/ Company in consultation with the LM
3	Acceptance and processing of applications at designated collection centres	Registrar
4	Expediting dispatch of applications, final certificate to the controlling branches.	Registrar
5	Collection of applications along with final certificate and schedule pages from controlling branches of bankers to the issue.	Registrar
6	Informing Stock Exchanges/SEBI and providing necessary certificates to LM on closure of issue.	Registrar
7	Numbering of applications and bank schedules and batching them for control purposes.	Registrar
8	Transcribing information from documents to magnetic media for computer processing.	Registrar
9	Reconciliation of number of applications, securities applied and money received with final certificate received from bank.	Registrar
10	Identify and reject applications of technical faults and duplicate applications.	Registrar
11	Preparing statement for deciding basis of allotment by the Company in consultation with the Designated Stock Exchange.	Registrar
12	Finalising basis of allotment for approval by the Designated Stock Exchange.	Registrar/ Company in consultation with the LM
13	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Div.), if allotment cannot be made within stipulated time.	Company
14	Allotment of shares on the formula devised by Stock	Registrar

FOR INDOWIND ENERGY LIMITED

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**Authorised Signatory / Director**





	Exchange.	
15	Obtaining certificate from auditors that the allotment has been made as per the basis of allotment.	Company
16	Preparations of allotment register cum return statement, register of members, index register. Further, Preparing list of Allottees and non-Allottees as per the Basis of Allotment approved by the designated stock exchange.	Registrar
17	Printing covering letters for dispatching share certificates, for refunding application money, printing of allotment letter cum refund order.	Registrar
18	Printing postal journal for dispatching share certificate or allotment letters and refund orders by registered/speed post.	Registrar
19	Preparation of distribution schedule / Shareholding Pattern for submission to Stock Exchanges.	Registrar
20	Preparing register of member and specimen signature cards.	Registrar
21	Overprinting of share certificates on the computer	Registrar
22	Arranging share certificate in batches for signing by authorised signatories.	Registrar
23	Trimming share certificate and affixing common seal of the Company.	Registrar
24	Attaching share certificate to covering letter.	Registrar
25	Mailing of documents by registered/speed post.	Registrar
26	Binding of application forms, application schedule and computer outputs.	Registrar
27	Payment of consolidated stamp duty on allotment letters/share certificates or procuring and affixing stamp of appropriate value.	Company but affixing of stamp is to be done by the Registrar, if required.
28	Issue of duplicate refund order.	Registrar
29	Revalidation of refund orders.	Company /Registrar
30	Provision of dispatch confirmation certificate to the Company/LM	Registrar
31	Printing and dispatch of share certificates to rejected demat option cases	Registrar
32	Preparation of return of allotment to be filed with the ROC	Registrar
33	Handling investor grievances received through phone, email, fax, letter or any other mode and ensuring settlement of all investor complaints	Registrar / Company
34	Providing all relevant reports for listing, trading of Equity Shares within the timelines mentioned in the Issue Documents, in consultation with the Issuer and the Lead Manager.	Registrar

FOR INDOWIND ENERGY LIMITED

*[Signature]*  
Authorised Signatory / Director



## SCHEDULE II

### SCHEDULE OF FEES:

1	Professional Charges towards Calculation of entitlement, co-ordination with Stock Exchanges, prepare the acceptance & settlement files.	Rs.5,00,000/-
2	Sending Email Communication with/without attachment	Re.1.00 Per Email as text with links Rs. 2.00 Per email with Attachment
3	Final Certificate collection from SCSB's	Rs. 350 per SCSB
4	ASBA Reconciliation	Rs. 35,000/-
5	Out of pocket expenses	Rs. 10,000/-
6	Documents pertaining to 1% release (follow up with SCSB's for Annexure IV and unblocking confirmation)	Rs. 25,000/-
7	RE ISIN generation, CA of Re shares, Extinguishment of RE shares and credit of RE shares.	Rs.25,000/-
8	Sending SMS Communication	Re. 1.00 per SMS (160 characters)

Over Printing of CAF, Allotment Cum Refund Intimation Letters, Share Certificates etc. : Re. 1/- Per Record.

Mailing & labour charges would be Re 1.00 per article subjected minimum of Rs. 5,000.00.

Other out of pocket expenses like Computer stationery, consumables, conveyance, travelling, telecommunication charges, Courier charges, charges payable to regional representatives, mailing charges, taxes to be reimbursed.

NSDL & CDSL charges towards download of demographical details of applicants, Corporate action of Lock in, Credit of Shares & Postage amount towards dispatch of letter of offer, share certificates, allotment cum refund intimation will be paid directly to respective entities by the Issuer

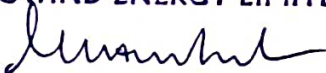
Payment of postage shall be done at least 3 days before dispatch date. It has been assumed that one share certificate per application, if, required, will be printed; hence additional certificate printed per application will be charged separately.

GST will be chargeable on all the applicable items.

#### Schedule of Payment


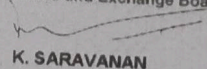
- Rs. 1,00,000/- on Signing of Agreement
- Balance on submission of bill

**FOR INDOWIND ENERGY LIMITED**

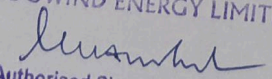
  
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SCHEDULE III

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	प्रकार B FORM B	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
<b>भारतीय प्रतिभूति और विनियम बोर्ड</b> <b>SECURITIES AND EXCHANGE BOARD OF INDIA</b> [निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993 (Registrars to an Issue and Share transfer agents) Regulations, 1993 (विनियम B) (Regulation B)		
001343	रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION	Regulation 8A PERMANENT REGISTRATION
<p>I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन बढाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-I में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अभिकर्ता के रूप में</p> <p>I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to</p> <p><b>BIGSHARE SERVICES PVT LTD</b> <b>E/2-3, ANSA INDUSTRIAL ESTATE</b> <b>SAKI - VIHAR ROAD, SAKINAKA</b> <b>ANDHERI (E), MUMBAI-400 072</b></p> <p>को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करते के लिए, जैसे उल्लेखित है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।</p> <p>as registrars to an issue and share transfer agent in Category I/registrars to an issue/share transfer agent in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.</p> <p>II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड</p> <p>II. Registration Code for the registrar to an issue and share transfer agent is <b>INR000001385</b></p> <p>This certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board.</p> <p>III. जब तक नवीकृत न किया जाए, रजिस्ट्रीकरण प्रमाणपत्र तक विधिमाम्य है।</p> <p>III. Unless renewed, the certificate of registration is valid from</p>		
स्थान Place MUMBAI		आदेश से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By order For and on behalf of Securities and Exchange Board of India
तारीख Date APRIL 09, 2013		 <b>K. SARAVANAN</b> प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory
*Delete whichever is not applicable		

FOR INDOWIND ENERGY LIMITED

  
Authorised Signatory / Director

