

Delhi International Airport Limited
(Formerly known as Delhi International Airport (P) Limited)

Date: November 30, 2022
BSE Limited
1st Floor, New Trading Ring
Phiroze Jeejeebhoy Towers, Dalal Street
Mumbai - 400001

BSE Scrip Code: 974004.

Dear Sir/ Ma'am:

Sub: Intimation under Regulation 6(1) and Regulation 7(1) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

In terms of captioned subject, this is to inform you that the details of the Company Secretary & Compliance Officer and Registrar and Share Transfer Agent (RTA) of the Company are as under:

Name of Company	Name of Compliance officer	Whether compliance officer qualified company secretary(Yes/No)	Membership No.	Date of Appointment
Delhi International Airport Limited	Abhishek Chawla	Yes	F 8118	November 9, 2021

Name of Company	Name of RTA	Date of Appointment
Delhi International Airport Limited	Integrated Registry Management Services Private Limited (formerly Alpha Systems Private Limited)	June 27, 2006

May please kindly note that our Company – Delhi International Airport Limited had got listed on June 23, 2022, pursuant to the issue of listed Non-Convertible Debentures (NCDs).

Further, please find attached herewith the following documents for your records:

- Certified true copy of the Board Resolution for appointment of Company Secretary and Compliance officer alongwith the e-Form DIR-12, filed with the Registrar of Companies, NCT of Delhi.
- RTA appointment letter for the Listed NCDs alongwith the agreement executed dated June 27, 2006.

Submitted for your information and records please.

Thanking you,
For Delhi International Airport Limited



Abhishek Chawla
Company Secretary & Compliance Officer



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF DELHI INTERNATIONAL AIRPORT LIMITED AT THEIR 93RD MEETING HELD AT 4:00 P.M (IST) ON MONDAY, NOVEMBER 08, 2021.

Appointment of Mr. Abhishek Chawla as Company Secretary and Key Managerial Personnel (KMP) of the Company:

“RESOLVED THAT pursuant to Section 203 of the Companies Act, 2013 read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 ("the Rules") and on the recommendation of the Nomination and Remuneration Committee, Mr. Abhishek Chawla, a member of the Institute of Company Secretaries of India (membership no. F8118) be and is hereby appointed as a whole-time Company Secretary, Key Managerial Personnel (KMP) and Compliance officer of the Company w.e.f. November 09, 2021 at a remuneration and other terms of appointment as placed before the Board.

RESOLVED FURTHER THAT the disclosure(s) received from Mr. Abhishek Chawla as Key Managerial Person in terms of the provisions of the Companies Act, 2013 be and is hereby noted and taken on record.

RESOLVED FURTHER THAT Mr. Abhishek Chawla, Company Secretary be and is hereby authorized to perform all such functions or duties that may be performed by the Company Secretary under the Companies Act, 2013 (including modification or re-enactment from time to time and in force) and Rules made thereunder, and also any other duties that may be assigned to him by the Board/ Management of the Company from time to time and that all authorizations previously given by the Board vide its various resolutions to Mr. Sushil Kumar Dudeja as Company Secretary be and are hereby granted to Mr. Abhishek Chawla.

RESOLVED FURTHER THAT Mr. Abhishek Chawla, Company Secretary of the Company be and is hereby also authorized to do all such acts, deeds and things authorized by the Board of Directors of the Company to be performed by the Company Secretary including e-filings with the Registrar of Companies, Ministry of Corporate Affairs, representation of the Company before statutory/ regulatory / judicial /quasi-judicial authorities, any other authority and signing of all forms, papers, applications to be submitted with any other statutory/ regulatory / judicial/quasi-judicial authorities, any other authority, including the Reserve Bank of India and Securities and Exchange Board of India.

RESOLVED FURTHER THAT any Director and Chief Financial Officer of the Company be and are hereby severally authorized to submit / file necessary forms/ returns with the Registrar of Companies / the Ministry of Corporate Affairs to comply with provisions of the Companies Act, 2013 in this regard and do all other acts, deeds and things as may be required to give effect to the above resolution."

CERTIFIED TRUE COPY

For and on behalf of Delhi International Airport Limited



Abhishek Chawla
Company Secretary & Compliance Officer



Date: November 30, 2022

FORM NO. DIR-12

[Pursuant to sections 7(1) (c), 168 & 170 (2) of The Companies Act, 2013 and rule 17 of the Companies (Incorporation) Rules 2014 and 8, 15 & 18 of the Companies (Appointment and Qualification of Directors) Rules, 2014]



Particulars of appointment of directors and the key managerial personnel and the changes among them

Form Language English Hindi

Refer the instruction kit for filing the form.

1. *This form is for New company existing company

2. (a) * Corporate Identity Number (CIN) of company

(b) Global location number (GLN) of company

Pre-fill

3. (a) Name of the company

(b) Address of the registered office of the company

New Udaan Bhawan, Opp. Terminal-3,
Indira Gandhi International Airport,
New Delhi
Delhi
110037
India

(c) E-mail ID of the company

4. Number of Managing director or director(s) for which the form is being filed

5. Details of the Managing Director, directors of the company

1 Details of the Managing Director or Director of the company

i Director Identification Number (DIN)

ii Name

iii Father's name

iv Present residential address

v Nationality vi Date of birth vii Gender

viii Appointment Cessation Change in designation x Date of Appointment or change in designation
(DD/MM/YYYY)

ix Designation

xi Category

xii Whether Chairman, Executive Director, Non-Executive Director
 Chairman Executive director Non Executive Director

xiii DIN of such director to whom appointee is alternate

xiv Name of the director to whom such appointee is alternate

xv Name of the company or institution whose nominee the appointee is

xvi E-mail ID of director

xvii In case of cessation
Hereby confirmed that the above mentioned Director Managing director xviii is not associated with the company
with effect from (DD/MM/YYYY) xix due to

xx Interest in other entities
xxi Number of such entities

xxii * CIN/LLPIN/FCRN/Registration number

xxiii * Name

xxiv * Address

xxv Nature of interest
xxvi * Designation

xxvii Percentage of Shareholding xxviii Amount

xxix Others (specify)

6. Number of manager(s), secretary(s), Chief Financial Officer or Chief Executive Officer for which the form is being filed

7. Details of manager(s), secretary(s), Chief Financial Officer or Chief Executive Officer of the company

1	i	Director Identification Number (DIN), if any	<input type="text"/>	<input type="button" value="Pre-fill"/>
	ii	Income Tax permanent account number (PAN)	<input type="text" value="ARQPK4912J"/>	<input type="button" value="Verify Details"/>
	iii	<input type="radio"/> Appointment <input checked="" type="radio"/> Cessation		
	iv	Membership number of the secretary	<input type="text" value="19265"/>	
	v	First Name	<input type="text" value="Sushil"/>	
	vi	Middle Name	<input type="text"/>	
	vii	Last Name	<input type="text" value="Kumar"/>	
	viii	Father's name		
	ix	First Name	<input type="text" value="RAM"/>	
	x	Middle Name	<input type="text" value="LAL"/>	
	xi	Last Name	<input type="text" value="DUDEJA"/>	
	xii	Present residential address	xiii Line I	<input type="text" value="Ground Floor, C13/10, Ardee City,"/>
			xiv Line II	<input type="text" value="Sector 52, Gurugram - 122011"/>
	xv	City	<input type="text" value="Gurugram"/>	
	xvi	State	<input type="text" value="Haryana-HR"/>	xvii Pin Code <input type="text" value="122011"/>
	xviii	ISO Country Code	<input type="text" value="IN"/>	
	xix	Country	<input type="text" value="INDIA"/>	
	xx	Phone	<input type="text" value="9717852211"/>	xxi Fax <input type="text"/>
	xxii	Date of birth	<input type="text" value="18/01/1980"/>	(DD/MM/YYYY)
	xxiii	Designation	<input type="text" value="Secretary"/>	
	xxiv	Date of Appointment or cessation	<input type="text" value="08/11/2021"/>	(DD/MM/YYYY)
	xxv	E-mail ID	<input type="text" value="Sushil.Dudeja@gmrgroup.in"/>	

1	i Director Identification Number (DIN), if any	<input type="text"/>	<input type="button" value="Pre-fill"/>
	ii Income Tax permanent account number (PAN)	AGCPC1547J	<input type="button" value="Verify Details"/>
	iii <input checked="" type="radio"/> Appointment <input type="radio"/> Cessation		
	iv Membership number of the secretary	8118	
	v First Name	ABHISHEK	
	vi Middle Name	<input type="text"/>	
	vii Last Name	CHAWLA	
	viii Father's name		
	ix First Name	PARVESH	
	x Middle Name	KUMAR	
	xi Last Name	CHAWLA	
	xii Present residential address	xiii Line I	5061, Ace Golfshire,
		xiv Line II	SECTOR 150
	xv City	NOIDA	
	xvi State	Uttar Pradesh-UP	xvii Pin Code 201301
	xviii ISO Country Code	IN	
	xix Country	INDIA	
	xx Phone	9891344243	xxi Fax <input type="text"/>
	xxii Date of birth	03/04/1986	(DD/MM/YYYY)
	xxiii Designation	Secretary	
	xxiv Date of Appointment or cessation	09/11/2021	(DD/MM/YYYY)
	xxv E-mail ID	Abhishek.Chawla@gmrgroup.in	

Attachments

List of attachments

- (1) Declaration by first director
- (2) Declaration of the appointee director in Form No. DIR-2;
- (3) Notice of resignation;
- (4) Evidence of cessation;
- (6) Optional attachment(s) - if any.

<input type="button" value="Attach"/>
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<input type="button" value="Attach"/>
<input type="button" value="Attach"/>
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Evidence of Cessation.pdf Notice of Resignation - Sushil Dudeja.pdf Consent Letter Abhishek Chawla.pdf Board Resolutions - Change in Company Se
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Declaration

I *

- A person named in the articles as a of the company
(in case if a new company) or
 authorized by the Board of Directors of the Company vide
number dated

to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. I also declare that all the information given herein above is true, correct and complete including the attachments to this form and nothing material has been suppressed.

* To be digitally signed by

NARAYANA
RAO KADA

* Designation

* Director identification number of the director; or DIN or PAN of the manager or CEO or CFO; or Membership number of the secretary

Certificate by practicing professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and Rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that:

- The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order ;
 All the required attachments have been completely and legibly attached to this form;
 It is understood that I shall be liable for action under Section 448 of The Companies Act, 2013 for wrong certification, if any found at any stage.

* To be digitally signed by

MANEES
H GUPTA

- Chartered accountant (in whole-time practice) or Cost accountant (in whole-time practice) or
 Company secretary (in whole-time practice)

*Whether Associate or fellow Associate Fellow

Membership number

Certificate of Practice Number

This eForm has been taken on file maintained by the Registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company.

Date: May 23, 2022

To,

M/s Integrated Registry Management Services Private Limited
No 30 Ramana Residencies
4th Cross Sampige Road
Malleswaram
Bangalore – 560 003

Dear Sir/ Madam:

Sub: Appointment of Registrar and Share transfer agents for the Issue of Non-Convertible Debentures of Delhi International Airport Limited


We are pleased to inform you that the Board of Directors of our company has decided to appoint M/s Integrated Registry Management Services Private Limited, SEBI registered Category I Registrar and Transfer agents for handling the electronic connectivity of our Company ISIN's.

GSTIN NO	07AACCD3570F1ZW
Contact Person Name	Abhishek Chawla
Designation	Company Secretary
Email ID	Abhishek.Chawla@gmrgroup.in
Phone/ Mobile No.	+91 98913 44243

We shall pay an annual connectivity charge of Rs. 10, 000/- (Rupees Ten Thousands) Plus GST 18% per Annum for the said ISIN in advance.

Thanking You

For Delhi International Airport Limited


Abhishek Chawla
Company Secretary



For Integrated Registry Management Services Private Limited


Authorized Signatory



TRIPARTITE AGREEMENT BETWEEN THE ISSUER, REGISTRAR AND THE NATIONAL SECURITIES DEPOSITORY LIMITED

This Tripartite Agreement made and entered into on this 27th day of JUNE, 2006, at Mumbai between DELHI INTERNATIONAL AIRPORT PVT. LTD., a Company incorporated and registered under the provisions of the Companies Act, 1956 and having its Registered Office at 4th Floor, Birla Tower, 25 Barakhamba Road, New Delhi - 110001 (hereinafter called the "Issuer" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) ALPHA SYSTEMS PVT. LTD. its Registrar and Transfer Agent and having its Registered Office at No. 30, Ramnagar Res. Park, 4th Cross, Sampige Rd, Malleshwaram, Bangalore - 560003 (hereinafter called the "R & T Agent" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) and the National Securities Depository Limited, having its Registered Office at Trade World, 4th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013 (herein after called the "NSDL")

Handwritten notes on the left margin, including a vertical list of initials and a signature at the bottom.

H.D.F.C. Bank Legal
Department, Kamala Mills Compound,
Lower Parel, Mumbai - 400013.
D-5/STP(V)/C.R. 1010/03/2004/2042-44

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Special Adhesive
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Witnesseth as Follows

9. 9. 9. *9. 9. 9.*
WHEREAS The Issuer and or its Registrar and Transfer Agent has furnished, to the NSDL an application dated 25th May '06 for its **Equity shares** bearing ISIN INE657H01014 being admitted as an 'eligible security' in the depository system and whereas the second undersigned is working as the R & T Agent of the Issuer.

NOW THEREFORE in consideration of the NSDL having agreed to admit the securities of the Issuer as being eligible for being admitted on the depository system, the parties to this Tripartite Agreement hereby covenant and agree as follows :

1. The Issuer and/or the R & T Agent agree and undertake to comply with the provisions of the Bye Laws and the Business Rules of NSDL, wherever applicable.
2. The Issuer, its R & T Agent and NSDL hereby agree that the Bye Laws and Business Rules of NSDL shall be part of the terms and conditions of every agreement, contract or transaction between the parties to the agreement.
3. The Issuer and /or its R & T Agent shall be bound by any amendment to the Bye Laws and Business Rules of NSDL with respect to any transaction occurring subsequent to the time of such amendment. Such amendment shall take effect as if it were originally a part of the Bye Laws and Business Rules of NSDL.
4. The agreement and all contracts and transactions effected by the Issuer and /or its R & T Agent under the Bye Laws and Business Rules of NSDL or through the facilities of NSDL shall be governed by and be construed in accordance with the provisions of the relevant laws as well as the rules and regulations of the Regulatory Bodies having jurisdiction in respect of the same from time to time.
5. The Issuer and/or R & T Agent shall furnish a list of authorized officials who shall represent and interact on behalf of the Issuer and/or R & T Agent with NSDL within fifteen days of the execution of this agreement and any changes including additions/deletions thereof shall be communicated to NSDL within fifteen days of such change.
6. The Issuer shall send to NSDL copies of the letters approving listing and commencement of trading issued by the relevant stock exchanges in respect of securities held in dematerialised form with NSDL.



7. NSDL shall allocate unique identity codes to both the Issuer and/or its R & T Agent.
8. The Issuer and its R & T Agent shall establish continuous electronic means of communication with NSDL and NSDL shall provide necessary manuals & procedural guidelines to the Issuer and/or its R & T Agent, as is necessary for effective and prompt conduct of the business of the Depository. The Issuer and/or its R & T Agent shall maintain such systems, procedures, means of communication, adequate infrastructure, hardware, software security devices and back-up facilities as may be prescribed by NSDL.
9. The Issuer and/or its R & T Agent shall strictly follow the backup procedure recommended by NSDL. A copy of the latest back-up of database and subsequently incremental backup shall be maintained at a designated remote site.
10. The Issuer and/or its R & T Agent shall comply with all the systems and procedures recommended by NSDL and shall allow access to their systems by NSDL designated EDP Audit Team for periodic assessment of compliance with systems and procedures.
11. The Issuer and/or its R & T Agent agree that NSDL shall not be liable to the Issuer and/or its R & T Agent for any loss arising out of any failure of the Issuer and/or its R & T Agent to keep full and upto date security copies (backup) of computer programme and data it uses in accordance with the best computing practice.
12. The Issuer shall inform NSDL on the next day on which the information is being sent to the stock exchanges in which the eligible securities are listed, about the dates from which new shares arising out of conversions, further issues, final call payments, etc. become pari-passu with its existing shares.
13. The Issuer shall furnish information to NSDL of any further issues such as rights, bonus, public offerings with details viz.; opening and closing dates, issue size, issue price, record date, book closure, proportion, along with a copy of the offer document.
14. The Issuer shall give information to NSDL about book closures, record dates, dates for the payment of interest or dividend, dates for annual general meetings and other meetings, dates for redemption of debentures, dates for conversion of debentures and warrants, call money dates, amalgamation, merger, reduction of capital, reconstruction scheme of arrangement, sub-division, consolidation, and conversion of debentures/loans and such other information relating to any corporate action, on the next day it is being

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communicated to the relevant stock exchanges, where the eligible security is listed.

15. The Issuer and/or its R & T Agent undertakes that the dematerialisation and rematerialisation requests are processed within fifteen and thirty days respectively. However, it is agreed that in case of bulk dematerialisation requests, this period may be extended to thirty days.
16. The Issuer and/or its R & T Agent undertakes that no dematerialisation requests shall be accepted when there are any prohibitory order, stop transfer, attachment order, or disputed title, on the day of such request. It is agreed that where a court order has been received by the Issuer and/or its R & T Agent or where there are court orders against any transfer request, if such a request is entertained, the Issuer and/or its R & T Agent shall be entirely responsible. The Issuer and/or its R & T Agent agrees to be fully responsible for destruction, mutilation and cancellation of certificates received and accepted by it for dematerialisation.
17. It is agreed that the Issuer and/or its R & T Agent will continue to be responsible for corporate actions. The NSDL undertakes to provide the list of beneficial owners with suitable details to the Issuer or R & T Agent as of the record date. This list shall be provided by the NSDL fifteen days after such request has been received by the NSDL. In the event of any loss caused to the Issuer and/or its R & T Agent, in respect of any incorrect information relating to the Client, furnished by NSDL or its Participant, NSDL shall indemnify such losses.
18. The Issuer and/or its R & T Agent shall indemnify NSDL in respect of any loss or liability incurred, or any claim arising in respect of any incorrect information furnished by the Issuer and/or its R & T Agent in respect of the operations of the Depository.
19. Any claims, disputes or liabilities arising in respect of any securities which have been rematerialised under intimation from the Issuer and/or its R & T Agent to NSDL after the despatch of such securities' certificates in the manner laid down under the Bye Laws shall be settled between the Issuer and/or its R & T Agent and the owner of such securities.
20. In the case of securities that have been dematerialised and electronically credited to the accounts of the Clients in NSDL under intimation from the Issuer and/or its R & T Agent in the manner laid down under the Bye Laws, any claims, disputes or liabilities or cause of action from a third party arising in respect of such securities pertaining to any fake or forged securities shall be settled between the Issuer and/or its R & T Agent and such third party.



21. NSDL may authorise persons who, shall have the right to enter during the regular business hours, on any working day, the premises of such Issuer and/or its R & T Agent where the records relating to the depository operations are being maintained and inspect, and take copies thereof.
22. NSDL shall provide reports updating details of Beneficial Owners on a fortnightly basis to the Issuer and /or its R & T Agent.
23. NSDL shall provide the details of the list of Beneficial Owners as well as the pending requests for Dematerialisation and Rematerialisation that may be required by the Issuer and / or its R & T Agent from time to time on the payment of such charges as may be provided in the Business Rules. Such information shall be provided within fifteen days from the date of making such request and where the list of Beneficial Owners is required as on a particular record date, the same shall be provided within a period of fifteen days after such date or fifteen days from the date of receipt of such request by the NSDL whichever is later.
24. NSDL shall in its discretion provide any other details that may be required by the Issuer and/or its R & T Agent from time to time on the payment of such charges as it may deem fit.
25. The Issuer and/or R & T Agent shall inform NSDL of any proposed changes in the address of the Registered Offices, Corporate Office, or of the location where the equipment for communication with NSDL is situated not less than thirty days before the date of such change.
26. NSDL shall inform the Issuer and/or its R & T Agent of any proposed changes in the address of its Registered Office or Corporate Office not less than thirty days before the date of such change.
27. The Issuer shall not change, discontinue or substitute its R & T Agent unless the alternative arrangement has been agreed to by NSDL.
28. The Issuer and/or its R & T Agent shall not assign to any other person/entity its functions & obligations, relating to transactions with the Depository, without the approval of NSDL.
29. All parties to this Agreement shall resolve the grievances of the Beneficial Owners within a period of twenty-one days, from the date of receipt of the complaint, concerning NSDL, the Issuer and/or its R & T agents.
30. All parties to this Agreement shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of NSDL and that such procedure shall be applicable to any disputes between the NSDL and the Issuer and/or R & T Agent.



31. All parties to this Agreement further agree that all claims, differences and disputes, arising out of or in relation to dealings on the Depository including any agreements, contracts and transactions made subject to the Bye Laws or Business Rules of the NSDL or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions, agreements and contracts have been entered into or not, shall be subject to the exclusive jurisdiction of the Courts at Mumbai only.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE ON TO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS AGREEMENT IN TRIPLICATE ON THE DAY, MONTH, YEAR AND PLACE FIRST MENTIONED.

SIGNED, AND DELIVERED

By the within named DELHI INTERNATIONAL AIRPORT PVT LTD.
through its authorised representative **For Delhi International Airport Pvt. Ltd.**
Mr.: C. P. SOUNDERA RAJAN
Designation COMPANY SECRETARY
in the presence of GAURAV ARORA : Gaurav Arora Aravind
Company Secretary

SIGNED, AND DELIVERED

By the within named ALPHA SYSTEMS PVT. LTD.
through its authorised representative **For ALPHA SYSTEMS PVT. LTD.,**
Mr. : S. Guruswamy Babu
Designation Company Secretary
in the presence of Mrs. Mini Sevasthyan : S. Guruswamy Babu
Authorised Signatory

SIGNED, AND DELIVERED

By the within named **National Securities Depository Limited**
through its authorised representative

Mr. Tejas Desai: Tejas Desai
Asst. Vice President

Vide Board Resolution dated 5th January, 2006
in the presence of Milind Mahajan : Milind Mahajan