

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

In the event you wish to participate in this invitation please execute and send this form with enclosures to the Registrar to the ADS Offering at its address below

LETTER OF TRANSMITTAL

To:

Registrar to the ADS Offering

Link Intime India Private Limited

Unit: CoForge ADR Offer

C-101, 1st Floor, 247 Park, Lal Bhadur Shastri Marg, Vikhroli (West)

Mumbai 400 083

Maharashtra, India

Sub: Coforge Limited (the "Company") American Depositary Shares ("ADSs") Offering against existing Equity Shares (the "Offering").

Dear Sirs,

1. I / We refer to the Invitation for Participation (the "**Invitation**") issued by Coforge Limited on the captioned subject for offering our Equity Shares as part of the Offering.
2. I / We, the undersigned, have read the Invitation, understood its contents and am / are making a decision to offer my / our Equity Shares based in my / our own independent inquiry, and hereby accept all the terms and conditions mentioned therein, unconditionally, as if the terms thereof had been incorporated in full herein.
3. I / We, the undersigned, hereby represent that, in terms of the DR Framework, I/ we meet the following eligibility related conditions in order to participate in the Offering:
 - a) I / We am / are not be debarred from accessing capital markets by SEBI;
 - b) I / We am / are not be a wilful defaulter; and
 - c) I / We am / are not be a fugitive economic offender.
4. I / We, the undersigned, represent that I/ we hold fully paid up Equity Shares free from any charge, lien or encumbrance, of any kind whatsoever.
5. I / We hold Equity Shares in dematerialized form and enclose a photocopy of the Delivery Instructions duly acknowledged by my / our Depository Participant in respect of my / our Equity Shares.
6. I / We, the undersigned, are aware of the contents of the Escrow Agreement among the Company, Link Intime India Private Limited (as the Share Escrow Agent) and Deutsche Bank AG, Mumbai branch (as the Cash Escrow Agent), and acknowledge that it has been entered into for our benefit.
7. I / We have made an off-market transaction for crediting _____ Equity Shares from my / our account to the Share Escrow Account named as "LIPL COFORGE ADR OFFER ESCROW DEMAT ACCOUNT", with the following particulars:

DP Name : Ventura Securities Limited
 Client ID Number : 13859125
 DP ID Number : IN303116

I / We understand that upon the pricing of the Offering (but prior to closing of the Offering), my/ our share of the eligible Equity Shares will be transferred to the International Depository, a person resident outside India in the manner indicated in the Invitation, i.e., the Share Escrow Agent will deliver the Equity Shares to the Domestic Custodian, who will hold such Equity Shares in the name of the International Depository.

8. Enclosures:

I / We have enclosed, the following documents: (PLEASE TICK / CHECK THE APPLICABLE BOX)

<input type="checkbox"/>	Photocopy of duly acknowledged Off-Market Instruction	<input type="checkbox"/>	Corporate authorizations in case of companies and MoA / AoA
<input type="checkbox"/>	Inter depository delivery instruction	<input type="checkbox"/>	Self attested photocopy of blank MICR cheque
<input type="checkbox"/>	Tax Clearance Certificate under Income Tax Act, 1961	<input type="checkbox"/>	Self attested photocopy of AADHAR Card (if applicable) and PAN card
<input type="checkbox"/>	Undertaking and Chartered Accountant's certificate indicating the cost of acquisition, date of acquisition of the shares offered, rate/amount of tax to be deducted by the Cash Escrow Agent	<input type="checkbox"/>	Duly filled up Selling Shareholder Questionnaire
<input type="checkbox"/>	IRS Form W-8ECI, IRS Form W-9 or other appropriate form	<input type="checkbox"/>	Copies of documents submitted to the Reserve Bank of India confirming status as non – resident at the time of investment in the Company
<input type="checkbox"/>	Duly filled up FINRA Selling Shareholder Questionnaire	<input type="checkbox"/>	Duly filled up Certification of Beneficial Owner
<input type="checkbox"/>	Document confirming the total number of Equity Shares allotted / transferred at the time of investment in the Company	<input type="checkbox"/>	Opinion from a chartered accounting firm or an independent chartered accountant with respect to the tax implications in India, including withholding tax implications for the Selling Shareholder arising from sale of shares as part of the process
<input type="checkbox"/>	Consent from Resident Selling Shareholder	<input type="checkbox"/>	Any other relevant documents

9. I / We are aware of the representations, warranties, indemnities, statements and agreements to be made by me / us as an Equity Shareholder in the Underwriting Agreement, and I / we hereby make, at and as of the date of this Letter of Transmittal, the date of the Underwriting Agreement, the Closing Date (as defined in the Underwriting Agreement) and, if applicable, the Additional Closing Date (as defined in the Underwriting Agreement), to the Underwriters and the Company each of the representations, warranties, indemnities, statements and agreements of a Selling Shareholder as set forth in the draft Underwriting Agreement, a copy of which has been mailed with the Invitation.

10. I / We further represent and confirm that I / we am / are the legal and beneficial holders and have full title to the Equity Shares of Coforge Limited, which are being offered herewith by me / us, and that the said Equity Shares are free from liens, charges and encumbrances of any kind whatsoever. I / We hereby agree to indemnify the Underwriters, the Share Escrow Agent, the Cash Escrow Agent, the Domestic Custodian, the Company, and any of their promoters, affiliates, associates, directors, officers in the event of any loss being incurred by such persons, as a result of any defect in the title of the Equity Shares which are being offered herein, or as a result of the breach by me / us of any of the Selling Shareholders representation and confirmation being made by me / us in relation to the Deposited Equity Shares being offered by me / us being free from liens, charges and encumbrances of any kind whatsoever.
11. I / We hereby unconditionally and irrevocably authorize the Underwriters to determine the price at which the ADSs representing the Deposited Equity Shares will be sold, and consequently the Consideration at which my / our Equity Shares will be accepted under the Offering.
12. I / We acknowledge that unless I / we make the following certification by checking the following box, I / we must provide a properly completed and duly executed IRS Form W-8ECI, IRS Form W-9 or other appropriate form to the Registrar to the ADS Offering along with this form and enclosures prior to the Consideration being remitted.

I / We certify under penalties of perjury that I am / we are not a United States person / persons for U.S. federal income tax purposes and that the proceeds of the Offering are not income that is effectively connected to my / our trade or business located within the United States. Furthermore, I / we certify under penalties of perjury that either (i) I am / we are the beneficial owner of the Equity Shares or (ii) I am / we are acting as an intermediary for the beneficial owners of the Equity Shares, each of which can make the certification in the prior sentence.

13. I / We provide under penalties of perjury that:

I am / We are:

- Individual(s)
 Corporation(s)
 Other Please specify: _____

The country of my / our residence or incorporation or organization for tax purposes is:

- India
 Other Please specify: _____

My / Our permanent residence address for tax purposes is as follows:

14. I / We acknowledge that the Equity Shares offered by me / us will be rejected, in the event I / we fail to provide, either (i) the certification in Clause 12 above and the information in Clause 13 above or (ii) a properly completed and executed IRS Form W-8ECI, IRS Form W-9 or other appropriate form to the Registrar to the ADR Offering along with this form and enclosures prior to the Consideration being remitted, because in the absence of such certification or information, the Consideration would be subject to U.S. withholding tax at a rate of 24%.

For purposes of the certification provided under Clause 12 above and the information provided under Clause 13 above, please refer to the instructions available at <https://www.irs.gov/pub/irs-pdf/iw8ben.pdf> (for individuals), at <https://www.irs.gov/pub/irs-pdf/iw8bene.pdf> (for corporations and other entities) or at <https://www.irs.gov/pub/irs-pdf/iw8imy.pdf> (for flow-through entities or other intermediaries).

- 15. I / We hereby: (1) consent to being identified as a Selling Shareholder (as defined in the Underwriting Agreement) in the registration statement on Form F – 1 to be filed with the SEC (the “**Registration Statement**”); and (2) consent to the inclusion the following list of my / our information in the Registration Statement: (a) my / our name, (b) my / our address, (c) the number of Equity Shares I / we will offer for sale pursuant to the Offering; (c) the information included in the Selling Shareholder Questionnaire attached hereto. If I / we am / are deemed to be an underwriter, in the manner described in the Invitation, I / we consent to being named as an underwriter in the Registration Statement.
- 16. I / we have enclosed the duly filled up Selling Shareholder Questionnaire.
- 17. I / We acknowledge and accept that my / our Equity Shares have been deposited in the Share Escrow Account and that my / our Equity Shares will remain irrevocably deposited without recourse to withdrawal, in the Share Escrow Account for a period not exceeding 3 months from the Offer Opening Date (as defined in the Invitation).
- 18. I / We provide the details of my / our bank account into which the Consideration may be remitted:

[Please fill this only if the details of your bank account are not updated in the records of your depository participant]

Name of bank	Branch	City	Bank Account no.	Type of bank account	Currency

IFSC Code / SWIFT Code no:

MICR Code - Nine digit code no (if applicable):

- 19. I / We have an e-mail address that I / We may be contacted at
 - Yes Email id: _____
 - No
- 20. I / We acknowledge and accept that the Cash Escrow Agent, the Share Escrow Agent, Underwriters, International Depository, Domestic Custodian, Advisors, Collection Agent, the

Company and their respective Directors, Officers, Shareholders, agents and affiliates are not making any recommendation with respect to my / our Equity Shares and are not responsible and shall have no liability for decisions with respect to pricing, timing of the Offering, tax obligations, foreign exchange fluctuations, postal / courier delays, invalid / faulty / incomplete applications or Offer Documents and for any other events as detailed in the Invitation.

21. The following categories apply to me / us and I / we have enclosed the duly filled up the FINRA Selling Shareholder Questionnaire: (PLEASE TICK / CHECK THE APPLICABLE BOX)

<input type="radio"/>	Affiliate of any registered broker – dealer	<input type="radio"/>	Member of the Financial Industry Regulatory Authority, Inc. (a “ FINRA Member ”)
<input type="radio"/>	Affiliate of a FINRA Member	<input type="radio"/>	Controlling shareholder of a FINRA Member
<input type="radio"/>	Person associated with a FINRA Member	<input type="radio"/>	an Underwriter or a related person to an Underwriter of the Offering
<input type="radio"/>	Not applicable		

22. I / We acknowledge that all capitalized terms used herein shall have the same meaning assigned to them, as under the Invitation.

23. In connection with the foregoing and the terms and conditions as detailed in the Invitation, I / we hereby irrevocably appoint Link Intime India Private Limited (or its successors), as my / our Attorney-in-Fact and also agree that Link Intime India Private Limited, will also act as the Attorney-in-Fact to the other Selling Shareholders of the Company offering their Deposited Equity Shares under the Invitation and the Underwriting Agreement, with full power and authority in the name of, and for and on behalf of me / us :

- (A) to adequately stamp this document with appropriate stamp duty if necessary, by franking, embossing or payment of consolidated stamp duty on the same;
- (B) to hold the Equity Shares in escrow in accordance with the terms of the Invitation and the Escrow Agreement;
- (C) to incur costs and expenses in connection with the Offering and make payments and reimbursements thereon;
- (D) to do all things necessary to deliver the Equity Shares, as offered by me / us pursuant to the Invitation and retained in the Share Escrow Account to the Domestic Custodian (who will hold such Equity Shares in the name of the International Depository), for the issue of the ADSs by the International Depository to the Underwriters as set forth in the Underwriting Agreement including, for the purpose of clarification, if permitted, to sell the Equity Shares in an off-market transaction and receive the consideration and do such acts as may be required to deliver and settle the Equity Shares and instruct the Cash Escrow Agent to pay security transaction tax on our behalf and further, on behalf of the Domestic Custodian and, if necessary, reimburse the Domestic Custodian for any payment of Securities Transaction Tax;

- (E) for the purpose of effecting such delivery, to execute, deliver and perform my / our obligations under the Underwriting Agreement, together with such additions thereto, deletions therefrom and changes thereto, as such Attorney-in-Fact may agree;
- (F) to give such orders or instructions to such person, without limitation for the following: (i) the delivery to or to the account of the Domestic Custodian of the Equity Shares offered by me / us (ii) the issuance of the ADSs by the International Depositary to the Underwriters; and (iii) the determination and distribution of Consideration to be paid to me / us net of any deductions at source;
- (G) to receive on our behalf any communication or intimation in relation to the Invitation or the Equity Shares offered by me / us;
- (H) to retain the Equity Shares so offered by me / us, which it may decide to retain in consultation with the Company and in terms of the Invitation, and I / we further authorize the Share Escrow Agent to return to me / us, the Equity Share(s) if the Underwriting Agreement is terminated or if the Equity Shares are not found valid / not accepted in the Offering or returned on a proportionate basis when the total Deposited Equity Shares are in excess of the Equity Shares underlying the number of ADSs actually sold in the Offering;
- (I) to determine Consideration and to instruct the Cash Escrow Agent to remit Consideration in accordance with the terms and conditions of the Invitation, net of costs, charges and Expenses and any applicable withholding of taxes to the Selling Shareholders and to instruct the Cash Escrow Agent to do all such acts and deeds in respect of the receipt and remittance of Consideration including entering into derivative transactions for foreign currencies such as forward contracts in connection with the conversion of the Consideration into Indian Rupees;
- (J) to appoint Cogency Global Inc., COGENCY GLOBAL INC. with address at 122 East 42nd Street, 18th Floor New York, NY 10168, USA, as my / our authorized agent upon whom process may be served in any action arising out of or based on the Underwriting Agreement, this Letter of Transmittal, the Invitation or any transaction contemplated hereby or thereby which may be instituted in any New York Court, and to consent to the jurisdiction of such court as set forth in Section 18(c) of the Underwriting Agreement; and
- (K) for the purposes of giving effect to the Offering, to do all such acts and deeds (including, for the purpose of clarification, appointing a successor share escrow agent) and sign and deliver all such documents and agreements as my Attorney-in-Fact may in its discretion deem necessary or desirable and I / we hereby ratify and agree to ratify all that my / our Attorney-in-Fact may do in connection with the above matters.

Under the terms of this Letter of Transmittal, the authority conferred hereby on Link Intime India Private Limited (or its successors) is an agency coupled with interest and not subject to termination or revocation by the Equity Shareholder or by operation of law, whether by the death or incapacity of the Equity Shareholder or any executor or trustee, or by the occurrence of any other event.

Yours faithfully,

Signed and Delivered:

	Full Name	PAN	Date of birth / Date of incorporation	Signature
First / Sole Holder				
Joint Holder 1				
Joint Holder 1				

Note: In case of joint holdings, all holders must sign. A limited company must enclose copies of its board resolution authorising this transaction, and the memorandum and articles of association. Non – compliance with this condition will result in the rejection of your Offer.