



महाराष्ट्र MAHARASHTRA

2023

CG 648496



AGREEMENT BETWEEN THE BOOK RUNNING LEAD MANAGER AND THE ISSUER COMPANY

This Agreement ("Agreement") is made at New Delhi, on this 17th day of February, 2024, by and between:

SLONE INFOSYSTEMS LIMITED, a company registered and incorporated under the provisions of the Companies Act, 2013 ("Companies Act") and having its registered office at Office 203 2nd, Floor Mohini Heights CHS LTD, 5th Road, Khar West, Behind Rajasthan Hotel, Khar Delivery, Mumbai, Maharashtra, India-400052 and bearing CIN U72900MH2022PLC396387, (hereinafter referred to as the "Issuer"/"Company", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) executed through its Chairman & Managing Director Rajesh Srichand Khanna, who has been duly authorized to execute this Agreement by virtue of the resolution passed by the Board of Directors in its meeting held on September 30, 2023 of the **FIRST PART**;

AND

JAWA CAPITAL SERVICES PRIVATE LIMITED, a company incorporated under the provisions of



मुद्रांक विक्रीची मॉड्युलरी अनुक्रमांक
 वस्तुचा प्रकार
 वस्तु गोंदणी करणार आहे का ? :- होय/नाही
 विक्रेत्याचे धोड्यात वर्णन
 मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता
 दुसऱ्या पक्षकाराचे नांव व पत्ता
 हस्त अस्तव्यस्त त्याचे नांव/पत्ता
 हस्त सही
 परवानाधारक मुद्रांक विक्रेत्याची सही (अन्योद आर. दुर्गे)
 मुद्रांक विक्रीचे पत्ता - आदेशर कृपा, शांती पार्क, भीम रोड (पूर्व), अजं.
 परवाना क्रमांक 9209087



(Handwritten signature)

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधकारक आहे.

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16 FEB 2024





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This Stamp Paper Forms an Integral Part of the Agreement Between the **JAWA CAPITAL SERVICES PRIVATE LIMITED** ("Book Running Lead Manager") and the **SLONE INFOSYSTEMS LIMITED** ("Issuer Company") dated 17th day of February, 2024.



the Companies Act, 1956, and having its Registered Office at Plot No. 93, First Floor, near DAV School, Pocket 2, Jasola, Delhi – 110025 and registered as a Merchant Banker with the Securities and Exchange Board of India (hereinafter referred to as "JAWA"/"Lead Manager"/"LM", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns) of the **SECOND PART;**

(The Company and the Lead Manager are individually referred to as **party**" and collectively referred as the **"parties"**)

WHEREAS:

- (A) The Issuer is proposing to undertake an initial public offering of upto 14,00,000 fully paid up Equity Shares of Rs. 10 each ("**Issued Shares**") at a Price of Rs. 79/- per Equity Share ("**Issue Price**") including premium of Rs. 69/- per Equity Share aggregating to Rs. 1,106.00 Lakhs to the public, by the Fixed Price Mechanism in terms of Chapter IX of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("**SEBI ICDR Regulations**") and other Applicable Law (as defined herein) (the said issue of specified securities hereinafter referred to as the "**Issue**");
- (B) The Board of Directors of the Issuer ("**Board of Directors**") pursuant to a resolution dated December 28, 2023 have approved and authorized the Issue;
- (C) The Issuer has appointed the Lead Manager to manage the Issue as the Lead Manager, and the Lead Manager has accepted the engagement in terms of the engagement letter dated September 18, 2023 (the "**Engagement Letter**"), subject to the terms and conditions set forth therein.
- (D) The agreed fees and expenses payable to the Lead Manager for managing the Issue are set forth in the Engagement Letter.
- (E) Pursuant to the SEBI ICDR Regulations, the Parties seek to enter into this Agreement to record certain terms and conditions for, and in connection with the Issue.

NOW, THEREFORE, the issuer and the Lead Merchant Banker do hereby agree as follows:

- (1) The Lead Manager shall be the sole lead manager to the Issue.
- (2) The Issuer hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 2013, along with the relevant rules made thereunder ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "**SEBI**") and other relevant statutes to enable it to make the issue and in particular in respect of the following matters:
 - a. Board Meeting Approval under relevant section of the Companies Act.
 - b. Filing of Listing Application with the Stock Exchange.
 - c. RBI Approval in compliance with the provisions of FEMA, 1999, if any.
 - d. Receipt of approval letter from the EMERGE Platform of the NSE Limited.

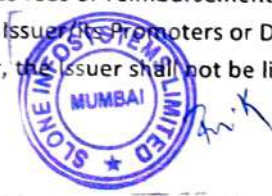


Consent of the shareholders has been obtained vide special resolution passed pursuant to Section 62(1)(c) of the Companies Act, 2013, passed in the extraordinary general meeting held on December 29, 2023.

- (3) The Issuer undertakes and declares that any information made available to the Lead Manager or any statement made in the offer document shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.
- (4) The Issuer also undertakes to furnish complete audited annual reports, other relevant documents, papers, information relating to pending litigations, etc. to enable the Lead Manager to corroborate the information and statements given in the offer document.
- (5) The Issuer shall, if so required, extend such facilities as may be called for by the Lead Manager to enable them to visit the plant site, office of the Issuer or such other places to ascertain for themselves the state of affairs of the Issuer including the progress made in respect of the project implementation, status and other facts relevant to the Issue.
- (6) The Issuer shall extend all necessary facilities to the Lead Manager to interact on any matter relevant to the Issue with the solicitors / legal advisors, auditors, consultants, advisors to the issue, financial institutions, banks or any other organisation and any other intermediary associated with the Issue in any capacity whatsoever.
- (7) The Issuer shall ensure that all advertisements prepared and released by the advertising agency or otherwise in connection with the Issue conform to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the Lead Manager from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate, product and issue advertisements of the Issuer, interviews by its promoters, directors, duly authorized employees or representatives of the Issuer, documentaries about the Issuer or its promoters, periodical reports and press releases issued by the Issuer or research report made by the Issuer, any intermediary concerned with the Issue or their associates or at any press, brokers' or investors' conferences.
- (8) The Issuer shall not, without the prior consent of the Lead Manager, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Issue such as advertising agencies, printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates / debenture certificates, refund orders or any other instruments, circulars, or advices.
- (9) The Issuer shall, whenever required and wherever applicable, in consultation with the Lead Manager, enter into an agreement with the intermediaries associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the Lead Manager.
- (10) The Issuer shall take such steps as are necessary to ensure completion of allotment and dispatch of letters of allotment and refund orders to the applicants including non-resident Indians soon after the basis of allotment is approved by designated stock exchanges but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act as disclosed in the offer document.



- (11) The Issuer shall take steps to pay the underwriting commission and brokerage to the underwriters, stock brokers, etc. within the time specified in any agreement with such underwriters, stock brokers, etc. or within a reasonable time.
- (12) The Issuer undertakes to furnish such information and particulars regarding the Issue as may be required by the Lead Manager to enable them to file a report with SEBI in respect of the Issue.
- (13) The Issuer shall keep the Lead Manager informed if it encounters any problems due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of refund orders, share certificates or debenture certificates, demat credit, etc.
- (14) The Issuer shall not resort to any legal proceedings in respect of any matter having a bearing on the Issue except in consultation with and after receipt of advice from the Lead Manager.
- (15) The Issuer shall not access the moneys raised in the Issue till finalisation of the basis of allotment or completion of Issue formalities.
- (16) The Issuer shall refund the moneys raised in the Issue to the applicants, if required to do so for any reason such as failing to get listing permission or under any direction or order of SEBI. The Issuer shall pay requisite interest amount, if so required under the laws or direction or order of SEBI.
- (17) Rights of the Lead Manager to the Issue vis-à-vis the Issuer
- To call for complete details from the promoters of all the firms in which the Issuer and the promoters/directors of the Issuer are connected in any way.
 - To call for any reports, documents, papers, information etc. necessary from the Issuer to enable it to certify that the statements made in the Issue are true and correct.
 - To withhold submission of the draft offer document to the Emerge Platform of NSE Limited in case of any of the particulars, information etc. called for is not made available by the Issuer.
- (18) The Lead Manager shall have the right to withdraw from the Issue if it is felt that it is against the interest of the investors or the Issuer/ the Issuer's Promoters' have misrepresented any fact to the Lead Manager.
- (19) For services rendered the Issuer shall pay to the Lead Manager a fee as have been agreed between the Issuer and the Lead Manager vide engagement letter dated, September 18, 2023.
- (20) Consequences of Breach: In the event of breach of any of the conditions mentioned above, the non-defaulting parties shall have the absolute right to take such action, as they may deem fit including but not limited to withdrawing from the Issue. In such an event, the non-defaulting parties shall not be liable for the consequences, if any, resulting from such termination and withdrawal. The Lead Manager shall not be liable to refund the monies paid to it as fees or reimbursement of out-of-pocket expenses, if breach is caused due to acts of the Issuer/ its Promoters or Directors. If the breach is caused due to acts of the Lead Manager, the Issuer shall not be liable to pay any fees or reimbursement of out-



of-pocket expenses to the Lead Manager.

In Witness whereof the parties hereto have set their hands on the day and the year hereinabove written.

For Slone Infosystems Limited

R. S. Khanna



Name: Rajesh Srichand Khanna

Designation: Chairman & Managing
Director

Date:

Place: MUMBAI

For Jawa Capital Services Private Limited



Name: Anoop Kumar Gupta

Designation: Director

Date:

Place: NEW DELHI

Witness:

1. Anok SAGVEKAR

Anok Sagvekar

1. MOHD PARVIZ

Mohd Parviz