

ISSUE ADVISORY AND MANAGEMENT AGREEMENT

**FOR INITIAL PUBLIC ISSUE OF
INFONATIVE SOLUTIONS LIMITED**

BETWEEN

INFONATIVE SOLUTIONS LIMITED
(formerly known as Infonative Solutions Private Limited)

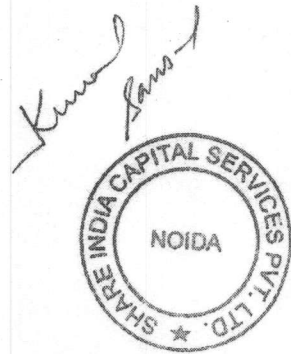
(Issuer Company)

AND

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED

(Book Running Lead Manager)

DATED 5th MARCH, 2024



AGREEMENT BETWEEN THE BOOK RUNNING LEAD MANAGER TO THE ISSUE AND THE COMPANY

This Issue Advisory and Management Agreement made at Delhi, ROC Delhi on 5th March, 2024 between

INFONATIVE SOLUTIONS LIMITED (formerly known as Infonative Solutions Private Limited), a Company incorporated under the Companies Act, 1956 and having its Registered Office at 107, DLF South City Court, Saket, South Delhi, New Delhi, Delhi, India, 110017 (hereinafter referred to as "Infonative", "Infonative Solutions Limited" or "Issuer Company") which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor; and permitted assigns, of the **FIRST PART**;

AND

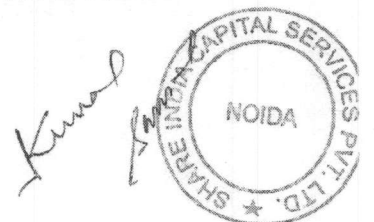
SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, a Company incorporated under Companies Act, 2013 and having SEBI registration number INM000012537 and having its registered office at A-15, Basement, Sector-64, Noida – 201301, Uttar Pradesh, India (hereinafter referred to as "Share India" or "Book Running Lead Manager" or "BRLM"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **SECOND PART**;

WHEREAS:

- A. The Company proposes a Public Issue of upto 31,28,000 equity shares of face value ₹ 1 each at an issue price of ₹ [●] each (including a premium of ₹ [●] each) comprising of a fresh issue of upto 31,28,000 Equity Shares aggregation to ₹ [●] Lakhs ("The Fresh Issue") through book-built method ("Book Built Method") in accordance with Chapter IX of SEBI (ICDR) Regulation, 2018 and applicable Indian Securities law ("The Issue").
- B. The Company has approached BRLM to manage the Issue and BRLM has accepted the engagement, inter-alia, subject to the Company entering into a Issue Advisory And Management Agreement for the purpose being these present:

NOW, THEREFORE, the Company and BRLM do hereby agree as follows: -

1. The Issue would be managed by the BRLM and any change by way of addition to and deletion from the Issue Management team may be affected in prior consultation with BRLM.
2. The Company hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "the Board") and other relevant statutes to enable it to make the Issue. The Company also



undertakes to comply with the following requirements as and where applicable before opening of the Issue:

- a. Approval of lenders regarding the Issue.
 - b. Necessary Clearances from Government / Statutory Bodies / Stock Exchange regarding the Issue.
3. The present Issue has been authorized pursuant to a resolution of our Board dated 28th August 2024 and by Special Resolution passed under Section 62(1) (C) of the Companies Act, 2013 at an Extra-Ordinary General Meeting of our shareholders held on 31st August 2024.
 4. The Company undertakes and declares that any information made available to BRLM or any statement made in the Issue Documents 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.
 5. Disclosure Obligations:
 - The Company shall provide complete and accurate information to BRLM.
 - The Company shall ensure that no misleading statements or material omissions are made.
 - The Company shall furnish audited reports, pending litigation details, and all relevant documentation for due diligence.
 - The Company shall update BRLM about any material changes before the opening date of the Issue.
 6. BRLM shall have the right:
 - ⇒ To call for complete details from the promoters of all firms in which the Company and their promoters / directors are connected in any way.
 - ⇒ To call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Issue are true and correct.
 - ⇒ To withhold submission of the Draft Issue Document / Issue Document to SEBI in case any of the particulars, information, etc., called for is not made available by the company.
 - ⇒ BRLM's services shall be on a best-efforts basis and in an advisory capacity. BRLM shall not be held responsible for any acts or omissions by the Company.
 7. The Company hereby indemnify and keep indemnified BRLM, at all times from any claim or demand arising out of or in connection with or in relation to the Issue and holds BRLM harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.
 8. If any dispute or difference shall arise between the parties to this agreement as to the interpretation of this agreement or any covenants or conditions thereof or as to the rights, Duties or liabilities of any parties hereunder or as to any act, matter or thing arising out of or under this



agreement (even though the agreement may have been terminated) and the same shall be referred to a mutually agreed arbitrator who shall proceed as per Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration shall be Delhi and the language to be used in the arbitral proceedings shall be English / Hindi.

Information provided shall be used exclusively for the purpose of the transaction only.

9. Fees, Commissions And Expenses

- I) In consideration of the obligations performed by the BRLM, the Issuer Company shall agree to pay an amount of upto 5% of the Issue Size as Issue advisory & Management fee as mutually agreed by the parties in respect of the obligations undertaken by them, as per the individual engagement/mandate letters. Such aggregate fee shall be paid to the BRLM or such other persons as directed by the BRLM from time to time. Furthermore, All the applicable taxes will be charged in addition to the above-mentioned fees.
- II) The Issuer Company shall not bear any other expense or losses, if any, incurred by the BRLM in order to fulfill their respective Obligations, except for the fees/commissions etc. as mutually agreed.

10. Termination Clause

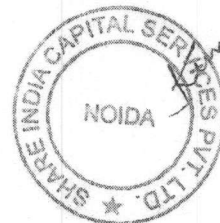
The agreement shall be valid for a period of one year from the date of signing of agreement and may be extended for a further period by mutual agreement between the parties.

Notwithstanding the above, the agreement shall terminate on the occurrence of any of the following:

- I. Mutual Consent between Our Company & Share India; or
- II. By either Our Company or Share India upon giving 60 days written notice thereof to the other party; or
- III. By Completion of the Transaction
- IV. If Our Company decided not to proceed with the Transaction, on receipt of such information by Share India.

In case of expiry of the Agreement or in case the Company terminates this Agreement, the Agreement incurred by Share India Services Private Limited up to the date of termination of the Agreement will only be considered valid. Notwithstanding the above, if the IPO is not proceeded with or is abandoned by the Company before filing but after completion of preparation of the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus, the fees upon Filing of the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus shall be payable to Share India Services Private Limited by the Company. Similarly, after receipt of Stock Exchange approval, if Company does not proceed with the IPO, 50% of the remaining fees shall be payable to Share India Services Private Limited by the Company.

IN WITNESS WHEREOF the parties here to have set their hands on the day and the year herein above written.



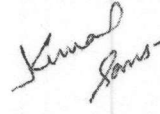
For and on behalf of
Infonative Solutions Limited



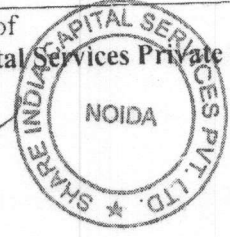
Saurabh Kathuria
DIN: 06821170
Whole-Time Director




For and on behalf of
Share India Capital Services Private Limited



Kunal Bansal
Associate Vice President



Witness:

Sr. No.	Name	Complete Address	Signature
1.	Apoorv Singh	H-No-2, Street no-1, Shrivpuri, Sec-a, Vijay-nagar, 036- 201009	
2.	AMAN SHARMA	H.No. 21/18, HBF, Faridabad	