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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL60315100372168T
Certificate Issued Date	: 16-Mar-2021 12:22 PM
Account Reference	: SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL-SELF22325514893827T
Purchased by	: INTELICITYCAPITALADVISERS PRIVATELIMITED
Description of Document	: Article 5 General Agreement
Property Description	: AGREEMENT BETWEEN THE LEAD MANAGER AND THE ISSUER FOR THE PURPOSE OF RIGHTS ISSUE
Consideration Price (Rs.)	: 0 (Zero)
First Party	: INTELICITY CAPITAL ADVISERS PRIVATE LIMITED
Second Party	: MOHINDRA FASTENERS LIMITED
Stamp Duty Paid By	: INTELICITY CAPITAL ADVISERS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



SELF PRINTED CERTIFICATE
TO BE VERIFIED BY THE RECIPIENT

Please write or type below this line.....

APPOINTMENT AGREEMENT

This Appointment Agreement (*hereinafter referred to as the "Agreement"*) is executed at New Delhi on this 16th day of March, 2021 (*hereinafter referred to as the "Effective Date"*) by and between the following parties:

- Intellicity Capital Advisers Private Limited**, a SEBI registered Category 1 Merchant Banker, a company incorporated under the laws of India, bearing CIN U74140DL2005PTC137680 and

Stamp and
Statutory Seal

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
- Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

having its registered office at '93, Pocket 2 Jasola New Delhi 110025', through its director Mr. Manoj Kumar Purbey. (hereinafter referred to as the "**Lead Manager**")

2. **Mohindra Fasteners Limited**, a Company registered under the laws of India and bearing CIN L74899DL1995PLC064215, having its registered office at '304 Gupta Arcade, Inder Enclave Delhi-Rohtak Road, New Delhi-110087, through its director Mr. Deepak Arneja (hereinafter referred to as the "**Issuer**")

Lead Manager and **Issuer** may be collectively referred to as the "**Parties**" or individually as a "**Party**".

WHEREAS:

- I. The **Lead Manager** is a SEBI registered Category 1 Merchant Banker, providing its merchant banking services e.g. issue management, capital markets advisory, valuation advisory, M&A advisory etc.
- II. The **Issuer** is a listed entity whose shares are listed on Metropolitan Stock Exchange of India Limited and engaged in the business of manufacturing of cold and hot forged fasteners and precision machined components for automotive and industrial applications.
- III. The **Issuer** desires to raise funds from its existing members through Rights Issue procedure for which has been prescribed under the Chapter III of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 and its amendments thereof, for the purpose of making this Rights Issue, **Issuer** has approached the **Lead Manager** with a proposal for availing their merchant banking services and to act as a "**Lead-Manager**" to the proposed Rights Issue.
- IV. Based on the representations made by the **Issuer** before the **Lead Manager**, the **Lead Manager** has accepted this offer/proposal of **Issuer** and agrees to be appointed as the Lead-Manager of the proposed Rights Issue.

AND WHEREAS as per the provisions of regulation 69(5) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 and its amendments thereof, read with Schedule II of the SEBI ICDR Regulations thereof, it has been mutually agreed to deduce/reduce the terms of these services in writing, hence this Appointment Agreement.



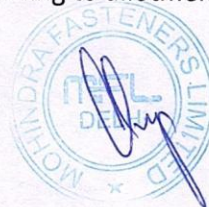
NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS SET FORTH HEREIN AND INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE AS FOLLOWS:

1 REPRESENTATIONS AND COVENANTS BY THE ISSUER AS PER SEBI (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009:

- 1.1** The **Issuer** is duly organized and validly existing under the Laws of its jurisdiction of organization, with corporate power and authority to carry on its business as it is currently being conducted and to raise funds through a Rights Issue as per the Chapter III of the SEBI [Issue of Capital and Disclosure Requirements ("ICDR")] Regulations, 2009.
- 1.2** That the legal representative of **Issuer** has full powers and authority to sign and implement the Agreement.
- 1.3** The execution and implementation of the Agreement does not and will not result in a breach, termination or amendment of any term or condition of any other contract or deed to which **Issuer** is a party and that the Agreement is not contrary to any term of any such contracts or deed.
- 1.4** **Issuer** is a fully compliant entity and there is no statutory compliance which has to be fulfilled before the proposed Rights Issue.
- 1.5** It is agreed by the **Issuer** that the compliances pertaining to all statutory formalities under the SEBI (ICDR) Regulations, 2009 and the amendments made thereof, the Companies Act, 1956 and/ or the Companies Act, 2013, as applicable and all other such conditions, instructions and advices as is explicitly issued by SEBI and other relevant statutes relating to making the Rights Issue shall be done/performed by the **Issuer**.
- 1.6** All statements and disclosures to be made in the draft letter of offer and the offer document shall be complete in all respects and shall be true and correct to the best of knowledge of the **Issuer**.
- 1.7** All necessary information shall be made available to the **Lead Manager(s)** and under no circumstances, the **Issuer** shall neither give nor withhold any information which is likely to mislead the investors.



- 1.8 All documents to enable the **Lead Manager** to corroborate the information to be given in the draft offer document or the draft letter of offer shall be provided by the **Issuer** to the **Lead Manager**.
- 1.9 All necessary facilities shall be extended by the **Issuer** to the **Lead Manager** to interact on any matter relevant to the issue with the solicitors or legal advisors, auditors, consultants, advisors to the issue, public financial institutions, scheduled commercial banks or any other organisation and any other intermediary associated with the issue.
- 1.10 It is agreed that the **Issuer** shall ensure that all advertisements released in connection with the Rights Issue conform to the regulations charted out under the SEBI (ICDR) Regulations, 2009 and all further amendments and all the instructions given by the **Lead Manager** from time to time and that **Issuer** shall not make any misleading or incorrect statement in any public communication or publicity material including corporate, and issue advertisements of the **Issuer**.
- 1.11 The **Issuer** agrees that the interviews by the **Issuer's** 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 connected with the issue or associates of the **Issuer** or at any press, stock brokers' or investors' conferences, shall also conform to the regulations listed and provided under the SEBI (ICDR) Regulations 2009 and its amendments thereof.
- 1.12 The **Issuer** shall take all such steps as are necessary to ensure completion of allotment and dispatch of letters of allotment/credit to demat accounts and refund orders/unblocking of funds to the applicants within the prescribed time.
- 1.13 The **Issuer** undertakes to furnish such information and details regarding the issue as may be required by the **Lead Manager**, to enable them to file a report with the Board or place it on their websites.
- 1.14 The **Issuer** shall keep the **Lead Manager** informed if it encounters any problem 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, despatch



of certificate, demat credit, making refunds/ unblocking of funds, share/debenture certificates etc.

- 1.15** All offer related rights and obligations bestowed upon the **Lead Manager** with respect to bringing Rights Issue shall be read in accordance with the Scope of Services as detailed under the Engagement Letter dated 11.02.2021 signed between the Parties.
- 1.16** 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**.
- 1.17** The **Issuer** shall refund/unblock the monies of the applicants, if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The **Issuer** shall pay requisite interest amount if so required under the laws or direction or order of the Board.

2 OTHER INTERMEDIARIES:

- 2.1** It shall be the responsibility of the **Issuer** to appoint any other intermediaries (except self-certified syndicate banks) and other persons associated with the issue only with the prior consent of the **Lead Manager**.
- 2.2** 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 all such agreements shall be furnished to the **Lead Manager**.
- 2.3** The **Issuer** shall **take steps** to pay fees, underwriting commission, brokerage to the underwriters, stock brokers, SCSBs, registered intermediaries, **Lead Manager** etc. within the time specified in the agreement with such intermediaries or within a reasonable time.

- 3 INDEMNIFICATION:** **Issuer** hereby agrees to defend, indemnify and hold harmless **Lead Manager**, its officers, directors, employees and agents against all liability, obligations, claims, losses and expenses arising out of acts or omissions of **Issuer**, its officers, directors, employees, affiliates and/or agents, in performing their obligations under this Agreement.



4 TERMINATION: This Agreement shall terminate upon the earliest to occur of:

- a) upon the successful completion of the proposed Rights issue as per all the regulations listed under the Chapter III of the SEBI (Issue of Capital and Disclosure Requirements) 2009 and all further amendments made to it of SEBI and the last obligation set forth on the Lead Manager per the regulation 96 of the SEBI ICDR 2009 Regulations, Or
- b) Thirty (30) days after written notice from either Party to the other Party on account of a material breach of this Agreement;

For the purpose of this Agreement, Material Breach of this Agreement is a breach (a failure to perform the Contract) on part of either Party on account of failing to adhere to obligations conferred upon either Party to this Agreement by virtue of the provisions prescribed in the Chapter III of the SEBI (Issue of Capital and Disclosure Requirements) 2009, and other laws as may be applicable as well as the obligations set out in this Agreement.

5 MISCELLANEOUS:

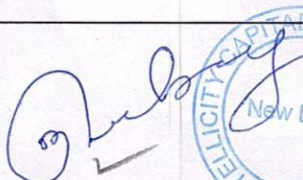

- 5.1 NO MODIFICATION UNLESS IN WRITING** No modification of this Agreement shall be valid unless in writing and agreed upon by Parties.
- 5.2 ENTIRE AGREEMENT.** This Agreement shall be read with the engagement letter dated 11.02.2021 signed between the Parties, which together represent the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.
- 5.3 GOVERNING LAW.** This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of India and subject to the exclusive jurisdiction of the courts located in New Delhi.
- 5.4 SEVERABILITY** – Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall




deprive any Party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity.

5.5 ARBITRATION. All disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of India, without regard to principles of conflict of laws. The parties to this Agreement will submit all disputes arising under this Agreement for arbitration in New Delhi, India. The arbitrator shall be selected by mutual agreement of the Parties. The seat of Arbitration shall lie at New Delhi, India.


IN WITNESS WHEREOF, PARTIES HERETO have executed this Appointment Agreement, and have set and subscribed their respective hands to the correctness of these presents in the presence of following witness at New Delhi on the day, month and year first mentioned.

FOR INTELICITY CAPITAL ADVISERS PRIVATE LIMITED	FOR MOHINDRA FASTENERS LIMITED
 NAME: MANOJ KUMAR PURBEY DESIGNATION: DIRECTOR DIN: 03272974	 NAME: DEEPAK ARNEJA DESIGNATION: Managing Director and CEO DIN: 00006112

WITNESS 1


Shree Kumar Jha
B-11, Aali village, Sanjay Vihar
New Delhi, 110076

WITNESS 2


NIDHI PATHAK
18/82, Street No. 2,
East Moti Bagh,
Sarai Rohilla, Delhi-110007