

MANDATE FOR ADVISOR TO THE COMPANY FOR IPO

This IPO Mandate for Advisor Service ("Mandate") is entered into on 13th day of July, 2023 at Mumbai;

Between

Name of Issuer/Company:

ELECTRO FORCE (INDIA) LIMITED, a company incorporated under the Companies Act, 1956, as amended and having its registered office at 39/5, Village Waliv, Taluka Vasai East, District Palghar, Maharashtra - 401 208, Maharashtra, India, (hereinafter refer to as "EFIL" or "Issue Company" or "Issuer") which expression shall, unless it be repugnant the context or meaning there of be deemed to mean and include its successor; and permitted assigns, of the FIRST PART;

And

Name of Advisor:

ANUMODNAM CONSULTING PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, as amended and having its registered office at B/205, Shri Venkateshwar Nagar, Building No. 2 CHS Ltd, Cabin Road, Bhayander (E), Thane, Maharashtra, India PIN: 401105, (hereinafter refer to as "Advisor") which expression shall, unless it be repugnant the context or meaning there of be deemed to mean and include its successor; and permitted assigns, of the SECOND PART;

The Party of the First Part and the Party of the Second Party shall be collectively referred to as Parties hereinafter.

BACKGROUND:


The Issuer intends to conduct an Initial Public Offering (IPO) of its securities and requires comprehensive advisor services to facilitate the IPO process of its Company, namely, Electro Force (India) Limited, thus approach the advisor.

The Advisor has the necessary resources to assist the Issuer in fulfilling its obligations and therefore, the parties have hereby scope of work to be provided by the Advisor and related terms therewith, hereinbelow:

For ELECTROFORCE (INDIA) LTD


Director / Authorised Signatory

For Anumodnam Consulting Private Limited


Director

Scope of Services:

The Advisor shall provide the following Advisor Services during the IPO process to the Issuer and shall act as "**Advisor to the Company**", which shall include and limited to the following, and as per the general industry practice/standards:

- a) Preparing and maintaining all necessary documentation and records required for regulatory compliance related to Companies Act 2013, Securities Contract (Regulations) Act, 1956, SEBI Regulations, Depositories;
- b) Facilitating communication with relevant regulatory authorities, including the Relevant Regulatory bodies such as SEBI, NSE, etc.;
- c) Assisting with the preparation of the Draft Prospectus, Prospectus, etc. including ensuring all required disclosures are accurate and complete;
- d) Coordinating with the board members and management of the company, plan for shareholder meetings required for the IPO process;
- e) Laisoning with Registrar of Companies and Regional Director as the case may be;
- f) Identification of Merchant banker, legal advisor, underwriter, market marker.
- g) Assisting the company personnel in co ordinating with Merchant Bankers, Legal Advisors for the issue;
- h) Providing advice and support on corporate governance matters;
- i) Any other secretarial services required to ensure a successful IPO;
- j) Finalising of market strategy on best efforts basis.
- k) Assisting the company in marketing of the IPO, planning for road shows, conducting one on one meetings with relevant investors, etc. for ensuring successful subscription of the IPO.
- l) Arranging conference and Media presence
- m) Coordinating and conducting with all other intermediaries wherever necessary for IPO Process.

1. Term of Engagement:

- a) This Mandate shall commence on the date of signing of this mandate/agreement and shall continue until the completion of the IPO process of abovenamed company, the Issuer, only, or upon completion of 6 months from the date of signing this mandate/agreement, whichever is earlier, or upon termination of this mandate/agreement by either party with written notice;
- b) The Advisor shall ensure that the scope of services as agreed upon herein are catered to efficiently and in a timely manner, however, it is hereby agreed that the venue of carrying out the services shall not be restricted by the Issuer.
- c) Subject to prior approval from management of issuer, the Advisor has right to delegate its responsibility and scope of work to 3rd party on part or full; and fees of the same shall be paid to them directly by the company and deducted from the Advisor Fees herein and the Issuer consents to the same herein as provided in the Fees and Payment schedule of this Mandate.

For ELECTROFORCE (INDIA) LTD


Director / Authorised Signatory

For Anumodnam Consulting Private Limited


Director

2. **Fees and Payment:**

The fees for the advisor services as agreed upon by the Parties herein shall be as follows:

- I. The Issuer shall pay the Fee of the services provided by the Advisor in the following manner on listing of Electro Force (India) Limited:
 - a. a sum of Rs. 5,00,000/- (Rupees Five Lakh Only) shall be paid by the Issuer to the Advisor ("Fixed Base Fee");
 - b. Any fee of 3rd party fees incurred during this mandate shall also be considered and duly paid by the Issuer directly and over and above the aforementioned Fixed Base Fee, which shall be limited to a maximum threshold of Rs. 6,50,00,000/- (Rupees Six Crores and Fifty Lakhs only) (hereinafter referred to as "Service Fee" which excludes the Fixed Base Fee);
- II. It is hereby agreed by the Parties that the above-mentioned fee and payment shall be inclusive of applicable taxes.

3. **Confidentiality:**

The Advisor shall maintain strict confidentiality with regard to all information obtained during the course of providing advisor services to the Issuer under this Mandate.

4. **Termination:**

Either party may terminate this Mandate by giving a prior written notice to the other party herein, which the other party shall agree to and upon mutual agreement, any dues of the Advisor under such termination shall be settled and paid by the Issuer.

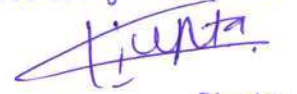
5. **Miscellaneous**

1. **Indemnification:** The Issuer Company agrees to indemnify and hold harmless the Advisor Firm/Advisor herein, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with the IPO process herein, any legal or regulatory proceedings, or any litigation related to the Issuer Company's IPO. It is hereby clarified that this indemnification shall not extend to any third party.
2. **Limitation of Liability:** The total liability of the Issuer Company under this Indemnity Clause shall be limited to the fees paid by the Issuer Company to the Advisor for the advisor services rendered, up to a maximum of INR 5,00,000 (Five Lakhs Indian Rupees), which is equivalent to the Fixed Base Fee.

For ELECTROFORCE (INDIA) LTD


Director / Authorised Signatory

For Anumodnam Consulting Private Limited


Director

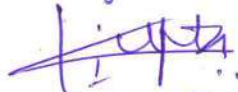
3. **Procedure for Claims:** In the event that the Advisor becomes aware of any claim or potential claim for which it seeks indemnification under this Clause, the Advisor shall promptly notify the Issuer Company in writing of such claim, specifying the nature of the claim and the amount of indemnification sought.
4. **Settlement:** The Issuer Company shall have the right to participate in the defence or settlement of any claim for which indemnification is sought under this Clause. The Advisor shall not settle any claim without the prior written consent of the Issuer Company, which shall not be unreasonably withheld.
5. **Governing Law:** This Mandate/Agreement shall be governed by and construed in accordance with the laws of India only. Any disputes arising out of or in connection with this Clause shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

Yours faithfully,

FOR ANUMODNAM CONSULTING PRIVATE LIMITED

For Anumodnam Consulting Private Limited

Kush Gupta
Director
DIN: 09077090


Director

I hereby accept and confirmed the above content of mandate for advisor to the company for IPO

FOR ELECTRO FORCE (INDIA) LIMITED

For ELECTROFORCE (INDIA) LTD

Saideep Shantaram Bagale
Whole Time Director
DIN: 07196456



Authorized Signatory