

महाराष्ट्र MAHARASHTRA

2023

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००७
28 NOV 2023
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This Stamp Paper forms an integral part of the Offer Agreement among Stallion India Fluorochemicals Limited, Promoter Selling Shareholder and Sarthi Capital Advisors Private Limited dated 05/12/2023

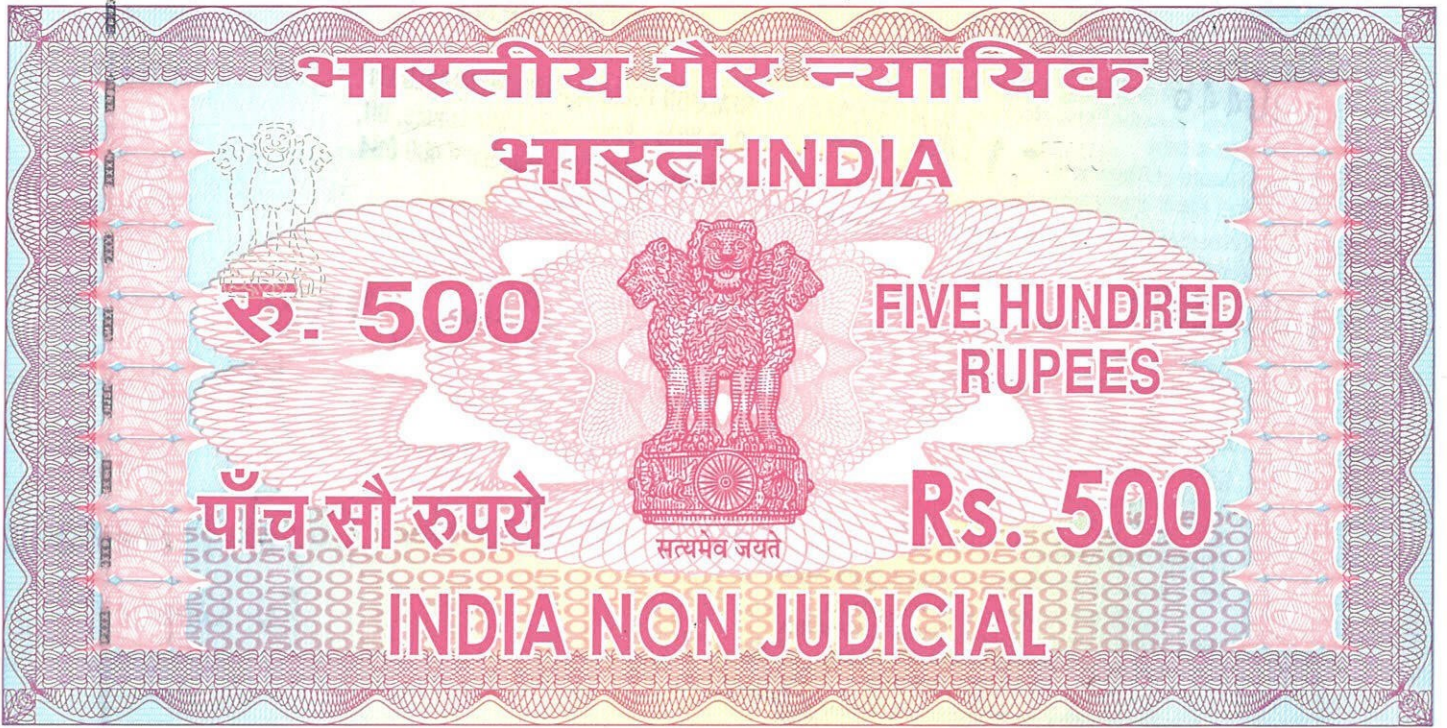


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OFFER AGREEMENT

BETWEEN

SARTHI CAPITAL ADVISORS PRIVATE LIMITED
(Book Running Lead Manager to the Offer)

AND

STALLION INDIA FLUOROCHEMICALS LIMITED
(The Issuer)

AND

SHAZAD SHERIAR RUSTOMJI
(Promoter Selling Shareholder)

SR *SR*



OFFER AGREEMENT BETWEEN THE BOOK RUNNING LEAD MANAGER TO THE OFFER, THE ISSUER AND PROMOTER SELLING SHAREHOLDER:

THIS OFFER AGREEMENT is made on 5th Day of December, 2023 at Mumbai between

Sarathi Capital Advisors Private Limited, a Company registered under the Companies Act, 1956, and having its Registered Office at 411, Pratap Bhawan, 5 Bahadur Shah Zafar Marg, Central Delhi, New Delhi – 110002 and corporate office at 401, 4th Floor, Manek Plaza, 167, Vidyanaari Marg, Kalina, Santacruz (East), Mumbai-400098, Maharashtra, India (hereinafter referred to as the **Book Running Lead Manager “BRLM”**).

AND

Stallion India Fluorochemicals Limited, a Company registered under the Companies Act, 1956, and having its Registered Office at 2, A Wing, Knox Plaza, Off. Link Road, Mindspace, Malad - (West), Mumbai - 400064 (hereinafter referred to as the **"Issuer" or “STALLION”**)

AND

Shazad Sheriar Rustomji residing at 1002/03 A Wing, Serenity Heights, 10th Floor, Raheja Mindspace, Chincholi Bunder Road Extn, Malad (w), Mumbai-400064 being the Promoter Selling Shareholder of the company. (hereinafter referred to as the **"Promoter Selling Shareholder"**)

WHEREAS:

- A. The Issuer propose to undertake an initial public offering of up to 2,21,61,396 equity shares of face value of Rs.10 each of the Company (the **"Equity Shares"**), comprising of a fresh issue of up to 1,78,58,740 Equity Shares by the Company, (the **"Fresh Issue"**) and an offer for sale of upto 43,02,656 Equity Shares by the Promoter Selling Shareholder (the **"Offer for Sale"**), referred as the **"the offer"**)
- B. The Issuer and Promoter selling shareholder has approached the Book Running Lead Manager to manage the offer and the Book Running Lead Manager has accepted the engagement *inter-alia*, subject to the Issuer and Promoter selling shareholder entering into an agreement for the purpose being these presents;
- C. The agreed fees and expenses payable to the Book Running Lead Manager for managing the Offer are set forth in the Mandate Letter dated July 03, 2023 and pursuant to the SEBI ICDR Regulations, the Book Running lead Manager is required to enter into this Agreement with the Company.
- D. The Issuer has obtained approval for the Offer pursuant to the Board Resolution dated November 16, 2023. The Issuer passed a special resolution under sections 23, 28 and 62(1)(c) of the Companies Act, 2013 at the Extraordinary General Meeting held on November 30, 2023 which collectively authorized the Issuer's Directors, or any other authorized representatives, for the purpose of issuing and signing the Draft Red herring Prospectus, Red herring Prospectus and the Prospectus and this Agreement, any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.

NOW, THEREFORE, the Issuer, Promoter Selling Shareholder and the Book Running Lead Manager do hereby agree as follows: -

1. The Offer would be managed by the Book Running Lead Manager solely.
2. Any change by way of addition to and deletion from the Issue Management team may be affected in prior consultation with the Book Running Lead Manager.
3. The Issuer and Promoter Selling shareholder 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 Issuer also undertakes to comply with the following requirements as and where applicable before opening of the Subscription List:

- a. Approval of lenders regarding the Offer.
 - b. Necessary Clearances from Government / Statutory Bodies / Municipal Authorities regarding the Offer.
 - c. Other Statutory approval required under any law or statute.
4. The Issuer and Promoter Selling Shareholder undertakes and declares that any information made available to the Book Running Lead Manager or any statement made in the Offer 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. The Issuer and Promoter Selling Shareholder also undertake to furnish complete audited report(s) (in case of a corporate body), other relevant documents, papers, information relating to pending litigations etc., to enable the Book Running Lead Manager to corroborate the information and statements given in the Offer Document.
 6. The Issuer and Promoter Selling Shareholder accepts full responsibilities to update the information provided earlier and duly communicate to the Book Running Lead Manager in cases of all changes in materiality of the same subsequent to submission of the issue document to SEBI but prior to opening date of Offer.
 7. The Issuer and Promoter Selling Shareholder accepts full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Offer.
 8. The Issuer and Promoter Selling Shareholder shall, if so required, extend such facilities as may be called for by the Book Running Lead Manager to enable it to visit the plant site, office of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company including the progress made in respect of the project implementation, status and other facts relevant to the Offer.
 9. The Issuer and Promoter Selling Shareholder shall extend all necessary facilities to the Book Running Lead Manager to interact on any matter relevant to the Offer with the solicitors/legal advisors, auditors, co-managers, consultants, advisors to the Offer, the financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the Offer in any capacity whatsoever.
 10. The Issuer and Promoter Selling Shareholder shall ensure that all advertisements prepared and released by the Advertising Agency or otherwise in connection with the Offer confirms to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the Book Running Lead Manager from time to time and that they shall not make any misleading or incorrect statements in any public communication or publicity material including corporate, product and Issue advertisements of the Issuer, interviews by its promoters, directors, duly authorised employees, representatives of the issuer, documentaries about the Company or its promoters, periodical reports and press releases issued by the Issuer or research report made by the Issuer, any intermediary concerned with the Offer or their associates or at any press, brokers' or investors' conferences.
 11. The Issuer and Promoter Selling Shareholder shall not, without prior approval of the Book Running Lead Manager, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Offer such as Advertising Agencies, Printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates/ debenture certificates, refund orders/ unblocking of funds or other instruments, circulars or advices.
 12. The Issuer and Promoter Selling Shareholder shall, whenever required and wherever applicable, in consultation with the Book Running Lead Manager, enter into an agreement with the concerned intermediary 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 Book Running Lead Manager.

13. The Issuer and Promoter Selling Shareholder shall take such steps as are necessary to ensure the completion of allotment and dispatch of letters of allotment and refund orders/ unblocking of funds to the applicants including Non-Resident Indians soon after the basis of allotment is approved by the 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, 2013 as disclosed in the Issue Document.
14. The Issuer and Promoter Selling Shareholder shall take steps to pay the underwriting commission and brokerage to the underwriters and stock brokers etc., within the time specified in any agreement with such underwriters, stock brokers etc. or within a reasonable time.
15. The Issuer and Promoter Selling Shareholder undertakes to furnish such information and particulars regarding the Offer as may be required by the Book Running Lead Manager to enable them to file a report with SEBI in respect of the Offer.
16. The Issuer and Promoter Selling Shareholder shall keep the Book Running 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 Company from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of Refund Orders/ Unblocking of Funds, Share Certificates, Debenture Certificates, Demat Credit, etc.
17. The Issuer and Promoter Selling Shareholder 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 Book Running Lead Manager.
18. The Issuer and Promoter Selling Shareholder shall, in consultation with the Book Running Lead Manager, file the Issue Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Issue Opening Date.
19. The Book Running Lead Manager shall have the right:
 - ⇒ To call for complete details from the promoters of all company in which the Issuer and their promoters / directors 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 Issue Document / Issue Document to SEBI in case any of the particulars, information etc., called for is not made available by the Issuer.
20. The services rendered by the Book Running Lead Manager are on best efforts basis and in an advisory capacity. The Book Running Lead Manager shall not be held responsible for any acts or omissions by the Issuer.
21. Any action in connection with the Offer, on behalf of or by the Issuer, shall be subject to prior consultation of the Book Running Lead Manager.
22. The Issuer and Promoter Selling Shareholder hereby indemnify and keep indemnified the Book Running Lead Manager, at all times from any claim or demand arising out of or in connection with or in relation to the Offer and holds the Book Running Lead Manager harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.
23. The Issuer and Promoter Selling Shareholder shall, in mutual consultation, agree and abide by the advice of the Book Running Lead Manager to suitably defer / postpone the issue in the event of any happenings which in the opinion of the Book Running Lead Manager would tend to paralyse or otherwise have an



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adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Issue.

24. The Book Running Lead Manager shall have the right to withdraw from the Offer if it is felt that it is against the interest of the investors, i.e. if the Book Running Lead Manager finds non-compliances of SEBI (ICDR) Regulations, 2018 and any other major violations of the Laws of the Land by the Company and Company related entities.
25. The Issuer and Promoter Selling Shareholder shall refund 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 the Board. The Issuer shall pay requisite interest amount if so required under the laws or direction or order of the Board.
26. **Time Frame:** The assignment is expected to be completed in the shortest/quickest possible time. However, it is to be distinctly understood that the pace of the progress of the transaction would depend on the time taken for statutory clearances and the flow of information from the Issuer/Promoter and top management.
27. For Services rendered, the Company shall pay to Sarthi Capital Advisors Private Limited a fee as per the mandate dated July 03, 2023 signed between the parties.

All the other IPO related expenses shall be borne by the Issuer and the Promoter Selling Shareholder in proportion to their part of Equity shares in the Offer.

We inform you that this Fee does not include fund based matters such as Issue Subscription Guarantee and other related terms, which shall be mutually decided at a later stage.

Needless to mention, post listing expenses including that payable to Registrars / Share Transfer Agents, SEBI, Mainboard Listing fees, etc. are to be paid by the Issuer.

The schedule of disbursements of fees to Sarthi Capital Advisors Private Limited is as mentioned as per the mandate letter dated July 03, 2023 signed between the parties.

28. In the event of breach of any of the conditions mentioned above, the BRLM shall have the absolute right to take such action as it may in its opinion determine including but not limited to withdrawing from the Issue Management. In such an event the Issuer will be required to reimburse all costs and expenses incurred as determined mutually and also such fee for services rendered till such date of withdrawal, as may be determined mutually by the Issuer and BRLM.
29. 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 Mumbai and the language to be used in the arbitral proceedings shall be in English.
30. **Confidentiality:** All information provided by the Company would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the Issue Document to conform to SEBI Regulations.

Information provided shall be used exclusively for the purpose of the offer related to this Offer Agreement only.

31. **Termination Claus:** The termination clause shall be as mentioned in the Mandate letter date July 03, 2023

IN WITNESS WHEREOF the parties hereto have set their hands on the day and the year hereinabove written.



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A handwritten signature in blue ink, appearing to be "S. R. J. J.", written over the stamp.



For Sarthi Capital Advisors Private Limited
(Book Running Lead Manager)

Deepak Sharma
Director

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In the Presence of:

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Adrita Hirkaney

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Adrita

For Stallion India Fluorochemicals Limited
(Issuer Company)

Rohan Shazad Rustomji
Director

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In the Presence of:

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Sarita Khamiwani

)

S.R.K

Promoter Selling shareholder

Shazad Sheriar Rustomji

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)

Shazad

In the Presence of:

)

Kushal Pandey

)

Kushal