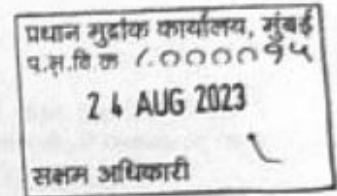




महाराष्ट्र MAHARASHTRA

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श्रीमती लता सांगळे

THIS MEMORANDUM OF UNDERSTANDING MADE AT MUMBAI ON 23RD DAY OF SEPTEMBER, 2023.

BETWEEN

Skyline Financial Services Private Limited CIN : U74899DL1995PTC071324, a Company within the meaning of the Companies Act, 1956 and having its Office at A-506 Dattani Plaza, Safed Pool, Sakinaka, Andheri (East) Mumbai - 400 072. (hereinafter referred to as "Registrar")

AND

3 C IT SOLUTIONS & TELECOMS (INDIA) LIMITED, CIN No. U72200PN2015PLC154459 a Company within the meaning of the Companies Act, 1956 and having its office at Flat No. 104 & 105 Pavitra Enclave, 35 Somwar Peth, Opp. Ladkat Petrol Pump, Pune - 411 011. (hereinafter referred to as the "Company")



WHEREAS

1. The Company is proposing Public issue of equity shares as per the draft prospectus being submitted to SEBI.
2. The Registrar is a SEBI registered Registrar to an Issue having Registration No. INR000003241 and the company has approached the Registrar to act as Registrar to the said Issue (the activities pertaining to the Registrar to an Issue are hereinafter referred to as "the assignment"), and the Registrar has accepted the assignment.
3. In terms of rule 4(1) (b) of the SEBI (Registrars to an Issue and Share Transfer Agent) Rules, 1993, the Registrar is required to enter into a valid agreement with the issuer company inter alia to define the allocation of duties and responsibilities between the Registrar and the Issuer and in pursuance of the same the Registrar and the Issuer have entered into an Agreement being these presents.

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

1. The company hereby appoints the Registrar as Registrars to the said issue and the Registrar accepts such appointment.
2. The Registrar hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
3. The Registrar hereby declares and undertakes that:
 - (a) It has obtained certificate of registration from SEBI and that the certificate is permanent. It shall also ensure that the certificate of registration shall remain in force by taking prompt steps for renewal.
 - (b) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred/suspended from carrying on its activities.
 - (c) It shall perform its duties with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with the issuer, investors, etc. and that it will not take up any activities which is likely to be in conflict with its own interests, interests of the Issuer and investors or contrary to the directions issued by SEBI.
 - (d) It shall carry out its duties/responsibilities and complete all the formalities within the specified time limits as per the relevant Statutes, SEBI Guidelines and Stock Exchange Regulations.
4. The company hereby confirms that it has satisfied itself about the capability of the Registrar to handle the assignment.
5. The Company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, Guidelines for disclosure and Investor Protection issued by SEBI and other relevant statutes to enable it to make the said issue. The company also agrees that it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any of the Statutes/Guidelines of SEBI.
6. The Company and the Registrar agree to their respective functions, duties and obligations pertaining to the assignment in respect of each activity as specified in Schedule I hereunder written. (The activities listed in Schedule I are indicative and not exhaustive). The company and the Registrar may include further activities agreed upon but all the activities pertaining to the assignment shall be listed and agreed upon. However the following activities shall form part of the Registrar's functions and responsibility during the currency of the agreement:
 - a. Dispatch of letter of allotment/share certificates/refund orders.
 - b. Issue of duplicate refund order (after obtaining suitable Indemnity Bond)
 - c. Revalidation of refund orders.
 - d. Giving electronic credit of shares to the investors to whom shares are allotted in dematerialized mode both in NSDL/CDSL.



7. The company agrees that the Registrar will not hand over any application or other documents/records pertaining to the issue to the Company or to any other person until the completion of dispatch of allotment letters, refund orders, share/debenture/certificates, etc. The company agrees that it will have access to the application/documents pertaining to the issue at the office of the Registrar only.
 8. The Registrar will handle the issue work from its Registered Office at D 153/A 1st Floor, Okhla Industrial Area, Phase I, New Delhi - 110 020. & Corporate Office at A/506 Dattani Plaza, Andheri Kurla Road, Safed Pool, Mumbai - 400072. Which has been declared to SEBI and approved by it for carrying on its activities. The address of the above said office of the Registrar shall be printed in all relevant stationery pertaining to the said issue.
 9. The issue stationery including certificates, letters of allotment, allotment advice refund orders shall be kept ready and handed over to the Registrar by the company within 5 days from the date of closure of issue and the company shall be responsible for any delay on this account. The company will arrange to obtain prior approval for issue stationery from the stock exchange and refund bankers.
 10. The company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of allotment letters/allotment advice, share certificates etc.
 11. The Registrar will extend all help to the public representative deputed by SEBI, The Employees Quota shall be allotted to the persons given in the list by the company duly signed by the Managing Director/Company Secretary certifying that they are bona fide employees of the company. In the case of over subscription allotment will be done in the presence of a SEBI representative and the Registrar will extend all facilities to complete allotment process smoothly and speedily. The company shall also extend necessary help to the Registrar in such matter.
 12. The company agrees to handover to the Registrar impression of the Common Seal at the time of clearing the art works of pre-printed share certificates.
 13. The company agrees that formats of all reports, statements, share or debenture certificates and other documents shall be in conformity with the standard design approved by the Stock Exchange(s).
 14. The Registrar and the company agree that the fees and charges payable to the Registrar for handling the assignment shall be specified in Schedule II hereunder written.
 15. The company agrees to take special contingency insurance policy to cover risk rising out of fraud, forgery, errors of commission/omissions, etc.
 16. Should there be a major change in the issue from that indicated above event caused by force majeure, the Registrar shall have the option to withdraw from the issue before the date of opening of the issue and can re-negotiate the contract with the company. However RTI shall continue to be responsible for the work till termination of the contract.
 17. The Registrar shall redress complaints of the investors within one month of receipt of the complaint during the currency of the agreement and continue to do so during the period it is required to maintain records under the SEBI (Registrar to an issue and Share Transfer Agents) Regulations, 1993 and the company shall extend necessary co-operation to the Registrar for its complying with the said Regulations.
- The Registrar will retain the records for the period of one year from the last date of dispatch of Letters of Allotment Refund Orders to enable the investors to approach the Registrar for redressed of their grievances.
18. The Registrar's responsibility under the agreement will be restricted to the duties of the Registrar as agreed to herein and the Registrar will not be in any way construed to be an agent of the company in its any other business in any manner whatsoever.
 19. It is the company, which is primarily responsible for the Registrar's work and Registrar shall act with due diligence, care and skill while discharging the work assigned to it by the company. However the Registrar shall indemnify the company and its successors from and against all suits, claims, actions and the demand which may be made or commenced against the company by any holder of the securities issued or other third party as a consequence of any failure or deficiency on the part of the Registrar in performing of fulfilling, providing any of its functions, duties



obligations and services hereunder, however, the Registrar shall not be liable for any indirect or consequential loss caused to the company due to error omission committed by them in good faith.

20. The company will bear expenses for legal advice/action which may have to be taken for no lapse on the part of the Registrar but in case of any eventuality which may arise in connection with the issue work.
21. Any notice, communication or documents may be given by personal delivery, registered post, telex or by fax. The notice, communication or document shall be deemed to have been served upon the party to whom it is given or if given by personal delivery when so delivered, if given by post on expiration of three days after the notice, etc. shall have been delivered to the post office for onward dispatch, and if given by fax or telex upon transmission thereof. Provided that any notice, etc. given by telex or fax, shall be confirmed in writing.
22. The Registrar and the company agree that non-compliance of any of the covenants contained herein by either party shall be reported to SEBI within 7 days by the other party.
23. After Listing at Stock Exchanges Registrar will continue to act as Registrar, as per the Charges of Rs. 4000/- Per Month excluding of Out of Pocket expenses & Statutory Fees & Taxes as applicable, as per Government & or Regulatory charges.
24. Disputes if any will be subject to the jurisdiction of an appropriate court of law in Mumbai.
25. This agreement shall be valid until the expiry of one year from the date of closing of the said issue.

In witness whereof the parties hereinabove written.

For SKYLINE FINANCIAL SERVICES PVT. LTD.



Subhash Dhingreja
Authorized Signatory

For 3C IT SOLUTIONS & TELECOMS (INDIA) LTD.

Ranjit Kulladhaja Mayengbam
Managing Director (DIN NO. 06929013)



QUOTATION FOR HANDLING PUBLIC ISSUE (IPO)**I. PROCESSING CHARGES:**

1.	Processing of application forms involves the following basic steps: [The list is illustrative and not exhaustive. We shall cover the full range of services/steps incidental to the Issue] a. Forwarding Instructions to the designated collection Bank / Branches. b. Reformatting and processing of analytical report on the basis of BRLM data on a daily basis. c. Providing final analytical report with demand graph to Lead Manager to facilitate price-determination. d. QJB Allocation. e. Processing of applications collected. Including ASBA/Syndicate ASBA. f. Processing of revision applications. g. Reconciliation with Bank/ Branch Certificates. h. Rejection processing and verification. i. Basis of allotment preparation. j. Allotment Process. k. Instruction and follow-up with Bankers for Transfer of Fund from Escrow A/c to Public Issue and Refund Account. l. Co-ordination with designated collection Bank / Branches, Syndicate Members, Co-managers etc. m. Co-ordination and Providing MIS to Lead Managers Company. n. Other Statutory reports.	Rs. 125000/-
1	Processing Charges for acting as registrar to the Public Issue. OR Subject to Minimum, whichever is Higher	Included
2	Assisting for admission of securities in NSDL / CDSL	Included
3	Processing, file creation and soft copy / printing of brokerage / incentive details and TDS Register.	Included
4	Preparation Basis of Allotment.	Included
5	Preparation of Pre-Issue/Post Issue Distribution Schedule, Shareholding Pattern and assisting in other Listing.	Included
6	Handling RTA Work Post Issue	Rs.4000/-per Month

II. OUT -OF-POCKET EXPENSES: TO BE REIMBURSED AS PER ACTUALS

- Cost of Stationery, Printing, Scanning, Conveyance, Correspondence, Labor Charges, Telephone, Fax, Telex {
- Regd. Mail /Speed Post / Ordinary Post {As Per Actuals
- Amount Payable to NSDL/CDSL {



Payment Terms:

1. Advance Rs. 50,000/- on appointment nonrefundable.
2. Balance on Allotment
3. Reimbursement for postage/insurance shall be paid in advance
4. Advance Yearly Bills will be issued, All Other Fees / Charges to be Paid in advance
5. Interest of 21% will be charged on bill if not paid within 15 days From the date of bill
6. All the above Fees & Charges do not include GST & any Other taxes levied or to be levied by the Government Or Any other local bodies

For Skyline Financial Services Pvt.Ltd.



[Signature]
Subhash Dhingreja
Authorized Signatory

For 3C IT SOLUTIONS & TELECOMS (INDIA) LTD.

[Signature]

Ranjit Kulladhaja Mayengbam
Managing Director (DIN NO.06929013)

