



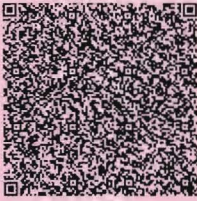
IN-GJ75879633696389X



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ75879633696389X
Certificate Issued Date : 29-Dec-2025 02:01 PM
Account Reference : IMPACC (AC)/ gj13048111/ VADHVAN/ GJ-SN
Unique Doc. Reference : SUBIN-GJGJ1304811153324327521433X
Purchased by : DEVSON CATALYST LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : ISSUE AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : DEVSON CATALYST LIMITED
Second Party : JJ IPO ADVISORS PRIVATE LIMITED
Stamp Duty Paid By : DEVSON CATALYST LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



Handwritten signature

PF 0031078700

Statutory Alert:

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

OFFER AGREEMENT BETWEEN THE COMPANY, PROMOTER SELLING SHAREHOLDERS, PROMOTER GROUP SELLING SHAREHOLDERS AND BOOK RUNNING LEAD MANAGER TO THE OFFER FOR THE INITIAL PUBLIC OFFER BY DEVSON CATALYST LIMITED AT BSE SME

This Offer Agreement is made at Surendranagar, Gujarat on this February 17, 2026 by and amongst:

DEVSON CATALYST LIMITED, a Company incorporated under the Companies Act 1956, as amended (the "Companies Act") bearing CIN U31300GJ2004PLC044722, and having its Registered Office at Plot No 213 to 218, and 233 to 237, Phase II, Ambawadi, GIDC, Wadhwan City, Surendra Nagar, Gujarat, India, 363030, (hereinafter referred to as "the Company"/"Issuer"/"Devson), 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 **FIRST PART**;

AND

PRATAPBHAI DEVJIBHAI SIYANIA, an Indian resident, and residing at Plot H-13, G.I.D.C Residence G.I.D.C. Wadhwan, Near Rotary Garden, Wadhwan, Surendra Nagar, Gujarat, 363030 (hereinafter referred to as the "**Promoter Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns) of the **SECOND PART**;

AND

PRAHLADBHAI DEVJIBHAI SHIYANIYA, an Indian resident, and residing at H-48, G.I.D.C Wadhwan, G.I.D.C. Residence area, Wadhwan City Ind. Estate, Surendra Nagar, Gujarat, 363035 (hereinafter referred to as the "**Promoter Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns) of the **THIRD PART**;

AND

PATEL SAVAN PRAHLADBHAI, an Indian resident, and residing at H-48, GIDC Residence Area, Wadhwan City Ind. Estate, Surendranagar, Gujarat-363035 (hereinafter referred to as the "**Promoter Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns) of the **FOURTH PART**;

AND

PATEL KRISHNA SAVANBHAI, an Indian resident, and residing at H-48, GIDC Residence Area, Wadhwan City Ind. Estate, Surendranagar, Gujarat-363035 (hereinafter referred to as the "**Promoter Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns) of the **FIFTH PART**;

AND

GAYATRIBEN PATEL, an Indian resident, and residing at H-48, GIDC Residence Area, Wadhwan City Ind. Estate, Surendranagar, Gujarat-363035 (hereinafter referred to as the "**Promoter Group Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her authorized representatives, successors and permitted assigns) of the **SIXTH PART**;

AND

SHIYANIA GITABEN P, an Indian resident, and residing at H-48, GIDC Residence Area, Wadhwan City Ind. Estate, Surendranagar, Gujarat-363035 (hereinafter referred to as the "**Promoter Group Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her authorized representatives, successors and permitted assigns) of the **SEVENTH PART**;

AND

JJ IPO Advisors Private Limited, a Company incorporated under the Companies Act 1956, as amended (the "Companies Act") bearing CIN U67190GJ1998PTC033649, and having its Registered Office at 13th



Signature
P. D. Sivan

ગણતંત્રી યુ. ૨૦૨૧/૦૨/૨૧
M. S. Patel
ગણતંત્રી યુ. ૨૦૨૬



Floor-1301 & 1302, Yash Anant, Ashram. Road, Ashram Road P.O. Ahmedabad, City Ahmedabad, Gujarat, India, 380009 (hereinafter referred to as the ("Book Running Lead Manager"/ "BRLM"/ "JJIPO") 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 **EIGHTH PART**;

In this Agreement (The Company, the Promoter Selling Shareholder, Promoter Group Selling Shareholder and the Book Running Lead Manager are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**").

WHEREAS

A. The Company, Promoter Selling Shareholders and Promoter Group Selling Shareholders propose to offer the Company's Equity Shares having face value of Rs 10.00 each ("Equity Shares") through an initial public offering of upto **35,88,000** Equity Shares for cash ("Offer Shares") out of which Fresh Issue of upto **33,38,000** Equity Shares of the Company of Rs. 10.00 each and Offer for Sale of upto **2,50,000** Equity Shares of the Company of Rs. 10.00 each through an offer for sale by Pratapbhai Devjibhai Siyania, Prahladbhai Devjibhai Shiyaniya, Patel Savan Prahladbhai, Patel Krishna Savanbhai, (referred individually as "**Promoter Selling Shareholder**" and collectively referred as "**Promoter Selling Shareholders**"), Gayatriben Patel, and Shiyania Gitaben P (referred individually as "**Promoter Group Selling Shareholder**" and collectively referred as "**Promoter Group Selling Shareholders**") for cash (the "Offer for Sale") in accordance with the Companies Act, 2013 and Chapter IX of the SEBI (ICDR) Regulations 2018, as amended, (as defined herein) and applicable Indian securities laws for cash at a price which shall be decided by the Company and the BRLM based on the Book Building Process and to list its Equity Shares at SME platform of BSE Limited ("BSE SME"). The offer includes reservation of Equity Shares for subscription by Eligible Employees.

B. The Issuer Company has, pursuant to Section 62(1)(c) of the Companies Act, 2013 and other applicable provisions, by a resolution passed by its Board of Directors at its meeting held on **February 02, 2026**, authorised and approved the Offer, subject to the approval of the shareholders of the Company and such other statutory and regulatory approvals as may be required, which resolution supersedes the earlier resolution passed by the Board of Directors at its meeting held on December 24, 2025 under the same provisions.

Further, the shareholders of the Issuer Company have, pursuant to Section 62(1)(c) of the Companies Act, 2013 and other applicable provisions, by a Special Resolution passed at the Extra-Ordinary General Meeting held on **February 11, 2026**, authorised and approved the Offer, subject to receipt of such other approvals as may be required, which Special Resolution supersedes the earlier Special Resolution passed at the Extra-Ordinary General Meeting held on December 26, 2025 under the same provisions.

Pursuant to the aforesaid resolutions, the Board of Directors of the Issuer Company and/or its duly authorised representatives have been authorised to, inter alia, finalise and approve the Draft Offer Document and the Offer Document, execute this Agreement, the Underwriting Agreement and all other agreements and documents in connection with the Offer, and to do all such acts, deeds and things as may be necessary or incidental to the Offer and the proposed listing of the Equity Shares on the SME Platform of BSE Limited.

C. The Company has approached the JJIPO to manage the Offer and the JJIPO has accepted the engagement, pursuant to the engagement letter dated **19th July 2025** ("**Engagement Letter**") subject to the terms and conditions set forth therein and subject to entering into this Agreement. The fees and expenses payable to the Managers for managing the Offer will be governed by the terms of the Engagement Letter.

D. The Company proposes to file a draft red herring prospectus (the "Draft Red Herring Prospectus" or "DRHP") with the SME Platform of BSE Limited ("BSE SME") for review and in-principle approval in accordance with the provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations"), and other applicable laws.

Pursuant to receipt of observations, if any, from BSE Limited, and after incorporating such observations as may be required, the Company shall file the red herring prospectus (the "Red Herring Prospectus" or "RHP") with BSE SME and thereafter file the Prospectus with the Registrar



P. D. Siyasa

ગણતંત્ર ચ. ૨૦૨૫/૩/૦૨૫

K-S-Patel

ગણતંત્ર ચ. ૨૦૨૫/૩/૦૨૫



“Bid/ Offer Closing Date” shall mean Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, which shall be notified in all editions of the English national newspaper, all editions of the Hindi national newspaper and the edition of the regional daily newspaper, where the Registered Office of our Company is situated, each with wide circulation.

Our Company and the the Promoter Selling Shareholders and the Promoter Group Selling Shareholders may in consultation with the BRLM, consider closing the Bid/ Offer Period for QIBs one Working Day prior to the Bid/ Offer Closing Date in accordance with the SEBI ICDR Regulations.

“Bid/ Offer Opening Date” shall mean Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries shall start accepting Bids, which shall be notified in all editions of the English national newspaper, all editions of the Hindi national newspaper and the edition of the Regional daily newspaper, where the Registered Office of our Company is situated each with wide circulation.

“Bidder” shall mean any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor.

“Book Building Process” shall mean process as provided in Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made.

“Book Running BRLM or BRLM or LM or Lead Manager” shall mean the Book Running Lead Manager to the Offer and shall also include Book Running Lead Manager to the Offer, in the present case being **JJ IPO Advisors Private Limited**.

“Companies Act” shall mean the Companies Act, 2013, to the extent in force, together with the Rules and Regulations made thereunder, including, without limitation, the Companies (Share Capital and Debentures) Rules, 2014 and the Companies (Prospectus and Allotment of Securities) Rules, 2014 (including any statutory modifications or re-enactment thereof for the time being in force), to the extent applicable.

“Control” shall have the meaning set forth under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and the terms “Controlling” and “Controlled” shall be construed accordingly.

“Cut-off Price” shall mean Offer Price, finalized by our Company and the the Promoter Selling Shareholders and the Promoter Group Selling Shareholders in consultation with the BRLM. Only Retail Individual Bidders are entitled to Bid at the Cut-off Price. QIBs (including Anchor Investors) and Non-Institutional Bidders are not entitled to Bid at the Cut-off Price

“Draft Red Herring Prospectus” shall mean document prepared in accordance with the SEBI ICDR Regulations, which is filed with SME Platform of Stock Exchange;

“Eligible Employee” applying under the Employee Reservation Portion shall apply for a minimum of two (2) Lots, such that the minimum Application Size shall be above ₹2,00,000, in accordance with the requirements applicable to SME Issues.

In the event of under-subscription in the Employee Reservation Portion, the unsubscribed portion shall be available for allocation and Allotment on a proportionate basis to Eligible Employees who have Bid for at least two (2) Lots and for an amount in excess of ₹2,00,000 (i.e., above the minimum Application Size), subject to the maximum value of Allotment to any such Eligible Employee not exceeding ₹5,00,000.

“Employee Reservation Portion” shall mean the portion of the Offer, upto [●] Equity Shares available for allocation to Eligible Employees, on a proportionate basis. Such portion shall not exceed 5% of the post-Offer Equity Share capital of the Company.

“Engagement Letters”, as the context may require, shall mean engagement pursuant to the Initial Engagement Letter or Mandate letter executed between the Company with JJIPO

“Equity Shares” shall mean the equity share capital of the company proposed to be listed on the SME platform of the Stock Exchange;



Spent
P. D. Sivas

ॐ नमो भगवते वासुदेवाय

K. S. Patel

ॐ नमो भगवते वासुदेवाय



“**Fresh Issue**” shall mean the issue of **upto 33,38,000** Equity Shares of the face value of Rs.10.00 each proposed to be issued by the company to the public at such price as may be determined by the Company, the the Promoter Selling Shareholders and the Promoter Group Selling Shareholders in consultation with the BRLM, in accordance with SEBI ICDR Regulations (as defined below) and other applicable Indian laws;

“**Individual Investors/ II’s**” Individual investors, who apply for a minimum application size of two lots, provided that the minimum application size shall be above ₹ 2,00,000/- (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs).

“**Listing Date**” shall mean the date with effect from which the shares issued through this offer being made by Devson Catalyst Limited are permitted for trading by the SME Platform of BSE Limited (“BSE SME”).

“**Market Maker**” shall mean market maker appointed in accordance with SME listing requirements of the Stock Exchange and who has agreed to receive or deliver the Equity Shares in the market making process for a period of three years from the date of listing of the Equity Shares or for a period as may be notified by amendment to the SEBI Regulations.

“**Material Adverse Effect**” shall mean, individually or in the aggregate, a material adverse effect on the condition, financial or otherwise, or in the earnings, business, management, operations or prospects of the Company and its subsidiaries, taken as a whole.

“**Net Offer**” The Offer of upto [●] Equity Shares of the face value of Rs. 10.00 each, at an Offer Price as determined by the Company, Promoter Selling Shareholders and Promoter Group Selling Shareholders in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC.

“**Offer Documents**” means Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus;

“**Offer for Sale**” shall mean the public offer of **upto 2,50,000** Equity Shares of the face value of Rs. 10.00 each to be offered through the Offer for Sale by the Promoter Selling Shareholders and the Promoter Group Selling Shareholders, at such price as may be determined by the Company, Promoter Selling Shareholders and the Promoter Group Selling Shareholders in consultation with the BRLM, in accordance with SEBI ICDR Regulations (as defined below) and other applicable Indian laws;

“**Offer Price**” means the price as determined by the Company, Promoter Selling Shareholders and Promoter Group Selling Shareholders in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC.

“**Price Band**” shall mean a minimum price per Equity Share (Floor Price) and the maximum price per Equity Share (Cap Price) including any revisions thereof. The Price Band will be decided by our Company, Promoter Selling Shareholders and the Promoter Group Selling Shareholder in consultation with the BRLM in accordance with the Book- Building process as per Schedule XIII of SEBI (ICDR) Regulations 2018 and the minimum Bid Lot size for the Offer will be decided by our Company, Promoter Selling Shareholders and the Promoter Group Selling Shareholder in consultation with the BRLM in accordance with the Book-Building process as per Schedule XIII of SEBI (ICDR) Regulations 2018 and will be advertised, at least two Working Days prior to the Bid/ Offer Opening Date, in all editions of the English national newspaper, all editions of the Hindi national newspaper and the edition of the Regional newspaper, where the Registered Office of our Company is situated, each with wide circulation.

“**Prospectus**” shall mean the Prospectus, which is filed with the RoC, Board and the Stock Exchange (SME Platform);

“**Promoter Selling Shareholders**” shall mean Pratapbhai Devjibhai Siyania, Prahladbhai Devjibhai Shiyaniya, Patel Savan Prahladbhai and Patel Krishna Savanbhai.

“**Promoter Group Selling shareholders**” shall mean Gayatriben Patel and Shiyania Gitaben P.

“**Red Herring Prospectus**” or “**RHP**” shall mean the red herring prospectus to be issued in accordance with Sections 26 and 32 of the Companies Act, 2013, read with the applicable provisions of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“SEBI ICDR Regulations”).



Pratapbhai Devjibhai Siyania
P. D. Siyania

પ્રતપભાઈ ડેવજીભાઈ સીયાનીયા

K.S. Patel

કે.એસ. પટેલ



which will not include complete particulars of the price at which the Equity Shares are offered and the size of the Offer.

“**Representatives**” includes the directors, officers, employees, agents, consultants, advisors or other representatives, including legal counsel, accountants and financial advisors and also includes the Representatives of any Party;

“**Selling shareholders**” shall mean Promoter Selling shareholders and Promoter Group Selling shareholders.

“**SEBI**” shall mean Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992; and

“**SEBI ICDR Regulations**” shall mean Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.

Capitalised terms not defined under this Agreement shall have the same meaning as ascribed in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a) words denoting the singular number shall include the plural and vice versa.
- b) heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- c) reference to the words “include” or “including” shall be construed without limitation.
- d) references to this Agreement, to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time as amended, varied, supplemented or novated.
- e) any reference to any Party/ies to this Agreement or any agreement or deed or instrument shall include its successors or permitted assigns.
- f) any reference to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- g) any reference to a clause, paragraph or annexure is, unless indicated to the contrary, a reference to a clause, paragraph or annexure of this Agreement; and
- h) time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

3. BOOK BUILDING OFFER

The Company, Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall be responsible for deciding the price band in consultation with the BRLM in accordance with book building process and applicable laws.

All allocations made pursuant to the Offer shall be in accordance with the SEBI ICDR Regulations and any other applicable laws, statutes, regulations applicable to the Offer and shall be undertaken by the Company, Promoter Selling shareholders and the Promoter Group Selling Shareholders in consultation with the Book Running Lead Manager.

The execution of this Agreement or the Engagement Letter shall not, by itself, create any obligation on the BRLM to underwrite the Offer or provide financing in connection therewith. Any underwriting obligation shall arise solely upon execution of a separate Underwriting Agreement in accordance with Regulation of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, applicable to SME issues, prior to the opening of the Offer.

The Offer shall be conducted through the ASBA mechanism in accordance with SEBI circulars and ICDR Regulations.

4. PAYMENTS



Spent
P. D. Srinivas
P. D. Srinivas



(iv) any other event as may be agreed to between the Parties.

Notwithstanding anything stated above, the Book Running Lead Manager may terminate the Agreement if, at any time prior to the Offer opening date as notified in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus, any of the representations/ statements made by the Company, the Promoter Selling shareholders and the Promoter Group Selling Shareholders in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus, ASBA Form, application form or in the Agreement are found to be incorrect.

Upon termination of the Agreement, the Parties to the Agreement shall (except for any liability arising before or in relation to such termination and except as otherwise provided herein) be released and discharged from their respective obligations under or pursuant to the Agreement.

In case of Offer is postponed or withdrawn or abandoned for any reason, no fees, other than the expenses as set forth in the Engagement Letter and Clause 4 incurred up to the date of such postponement or withdrawal or abandonment, shall be payable in accordance with the terms of the Engagement Letter and Clause 4.

In case of any inconsistency or dispute between the terms of this Agreement and the respective Engagement Letter, the terms of this Agreement shall prevail.

The provisions relating to payment of fees, reimbursement of out-of-pocket expenses, arbitration, governing law and indemnity shall survive termination of the Agreement.

This Agreement shall be subject to termination by notice in writing given by the BRLM to the Company, Promoter Selling shareholders and the Promoter Group Selling Shareholders after the execution and delivery of this Agreement that:

- a) any of the representations or statements made by the Company, Promoter Selling shareholders and the Promoter Group Selling Shareholders in any of the Issuing Materials in relation to the Offer or in this Agreement are determined by the BRLM to be misleading, including by omission;
- b) the Offer is postponed beyond the term as provided above, withdrawn or abandoned for any reason whatsoever prior to 48 months from date of the respective Engagement Letter;
- c) if there is any material non-compliance by the Company, Promoter Selling Shareholders and the Promoter Group Selling Shareholders of applicable laws or regulations;
- d) completion of all applicable regulatory and corporate requirements (including receipt of all necessary approvals), compliance with all applicable laws, regulations and disclosure in the Offer Documents is not to the satisfaction of the BRLM; or
- e) certifications, undertakings, customary agreements, including, without limitation, the execution of an Underwriting Agreement (as defined hereinafter) and other necessary agreements that include representations and warranties, conditions as to the closing of the Offer and termination provisions lock-in provisions and provisions as to the indemnification of the BRLM satisfactory in form and substance to the BRLM and Company, Promoters Selling Shareholders and Promoter Group Selling Shareholders.

6. SCOPE OF SERVICES

The Book Running Lead Manager shall among other things provide the following services in relation to the Offer:

- a) Structuring of the Offer, undertaking listing process at the Stock Exchanges as may be required under the prevailing framework of regulations for the Equity Shares issued pursuant to the Offer, by SEBI and the Stock Exchanges (SME Platform).
- b) Assisting, together with other advisors and legal counsel in securing all necessary regulatory approvals from the Exchange and SEBI



[Handwritten signatures]
P. D. Srinivas
P. D. Srinivas

જાનકાલિબેંક.મ.રન.પી.બી.એ.સી.
K.S. Patel
ગાંધીનગર, ગુજરાત



- c) Undertake due diligence activities and prepare the Offer document for filing with Stock Exchanges (SME Platform).
- d) Assist the Company, Promoter Selling Shareholders and the Promoter Group Selling Shareholders in appointment of legal counsel, Registrars to the Offer, Advisors to the Offer, Bankers, Printers and Advertising Agency.
- e) Assist the Company, Promoter Selling Shareholders and the Promoter Group Selling Shareholders in listing the Equity Shares issued pursuant to the Offer at the Stock Exchanges (SME Platform).
- f) Assist the Company, Promoter Selling Shareholders and the Promoter Group Selling Shareholders in obtaining the required connectivity etc. from NSDL & CDSL.
- g) To complete the whole Offer process, listing and allotment of shares.
- h) Perform and/or undertake all, acts, deeds and things necessary or incidental for the Offer, including co-ordination with the advisers of the Company and the Promoter Selling Shareholders and the Promoter Group Selling Shareholders.

In the event that the Book Running Lead Manager fail to perform their services or comply with their obligations, the Company shall be entitled to proceed against the defaulting Book Running Lead Manager as per applicable law.

7. TERMS OF THE OFFER

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders in consultation with the Book Running Lead Manager shall decide the terms of the Offer.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders agrees and acknowledges that the launch of the Offer will be done in on mutual agreement and consultation with the BRLM and the Offer will be conditional, upon the satisfactory completion of all documentation for the Offer (including the Prospectus), the completion of satisfactory due diligence by the BRLM in order to enable it to the due diligence certificate with Exchange, the existence of favorable market conditions in India at the time of launch including the proposed pricing.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall, in mutual consultation, agree and abide by the advice of the BRLM to suitably defer / postpone the Offer in the event of any happenings which in the opinion of the BRLM would tend to paralyse or otherwise have an 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 Offer

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall provide all such information/ documents to the BRLM as required by the BRLM for the purpose of any disclosures that the Stock Exchange (SME Platform)/ SEBI/ ROC may require after the filing of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus.

Any change in by way of addition and deletion in Offer management team may be effected in prior consultation with Book Running Lead Manager.

The terms of this Agreement for services by **JJIPO** for the Offer in the capacity of Book Running Lead Manager, are based upon the prevailing legal environment in India by way of prescribed rules and regulations by regulatory bodies such as the Ministry of Finance, Department of Company Affairs, Registrar of Companies, SEBI, Stock Exchanges and other Governing Authorities. Any change or alteration by the respective bodies in the prevailing laws and regulations in future times, that may render the accomplishment of the Offer unsuccessful for the reasons beyond **JJIPO** and the Company's control shall not be counted as **JJIPO's** failure. In case of such an event, **JJIPO** shall not be liable or legally bound to any proceedings or actions for refund of fees received by **JJIPO** till such date.

In the event the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders request that the Book Running Lead Manager deliver documents or information relating to the Offer via electronic transmissions or delivery of such documents or any information is required by law or regulation to be made via electronic transmissions, the Company, the Promoter Selling Shareholders and the Promoter



[Handwritten signatures]
 P. D. Sivan

કાનિષ્ઠ ગ યા યાચીયનયી
 K.S. Patel
 યાચીયનયી યાચીયનયી



Group Selling Shareholders acknowledges and agree that the privacy or integrity of electronic transmissions cannot be guaranteed. To the extent that any documents or information relating to the Offer are transmitted electronically by BRLM, the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders hereby releases the BRLM from any loss or liability that may be incurred in connection with the electronic transmission of any such documents or information, including any unauthorized interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties, provided the BRLM have exercised due caution in accessing such information from the internet and have accessed the said information through a secure medium.

In case the Stock Exchange, SME Platform of Stock Exchange, does not approve the proposed Offer or even after its approval (observations issued), the Offer could not be opened due to market scenario or is delayed for any reason whatsoever on the directions of SEBI, Stock Exchange (SME Platform) or any other regulatory authority, the BRLM shall not be responsible for such an eventuality and shall not be subjected to any financial or non-financial liability (including any interest liability on account of delayed listing) of any kind or nature. The BRLM shall have the liberty to withdraw from the Offer after intimating to the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders in writing.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall not, without the approval of the Book Running Lead Manager, file the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus (whether Draft or Final) with SEBI, Stock Exchanges (SME Platform), Registrar of Companies or any other authorities whatsoever.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall, in consultation with the BRLM, file the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus with Stock Exchange (SME Platform), Prospectus with SEBI and Registrar of Companies and determine the Bid/ Offer Opening Date.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders hereby declares that it has complied with or agree to comply with all the statutory formalities under all corporate, fiscal, economic legislation and any other statutes as are applicable to the Company and the Offer, including the Companies Act, 2013 and SEBI ICDR Regulations, 2018 and other relevant statutes, circulars or communications issued by SEBI to enable the Company to make the Offer and that consent of lenders and any third party having any pre-emptive rights in respect of the Equity Shares has been obtained, to the extent applicable.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders declares that the Equity Shares proposed to be sold by the the Selling Shareholders in the Offer are free and clear of any pre-emptive rights, liens, mortgages, pledges, trusts, charges or any other encumbrances, both present and future.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders may enter into an Underwriting Agreement with the Book Running Lead Manager, which will include customary representations and warranties, *force majeure* provisions, lock-in period provisions and provisions as to the indemnification of the Book Running Lead Manager. The obligations of the parties to the Underwriting Agreement shall be determined by the terms and conditions contained in the Underwriting Agreement.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall take steps to pay the underwriting commission and brokerage to the underwriters, Syndicate Members and Stockbrokers, Sub-syndicate members etc., within the time specified in any agreement with such underwriters, Syndicate Members and Stock Brokers, Sub-syndicate members etc. or within a reasonable time.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall not resort to any legal proceedings in respect of any matter having a bearing on the Offer except in consultation with and after receipt of advice from the BRLM.

The BRLM hereby severally declares that:

- a) has complied with or agree to comply with all laws and regulations relating to itself in connection with the Offer, including without limitation, the Companies Act, 2013 the SEBI (Merchant Bankers) Regulations, 1992 ("**Merchant Bankers Regulations**") and the SEBI (ICDR) Regulations and other relevant statutes, circulars or communications issued by statutory authority as applicable; and



[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

ଅନୁମୋଦିତ ଥାଏ, ୨୩/୦୫/୨୦୨୩
ଜି.ଏ.ସି.ସି.
୩୩୪୨୧୮୦୧୪୪୪୧୮



b) has and will until completion of the Offer processes on a valid basis all approvals require for it to assume the position of a BRLM and to discharge its obligations in connection with the Offer.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders along with Book Running Lead Manager and Registrar shall take such steps to ensure the completion of allotment and dispatch of letters of allotment and unblocking advice to the applicant, including Non-Residents Indians soon after the Basis of Allotment is approved by the Stock Exchange (SME Platform) 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 Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus.

The Company shall set up an "Investor Grievance Redressal" system to redress all Offer related grievances as per applicable rules and regulations and to the satisfaction of the BRLM.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall not access the money raised in the Offer till the completion of Offer formalities.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders 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.

8. SUPPLYING OF INFORMATION AND DOCUMENTS

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders undertake and declare that any information made available to the BRLM/ Intermediaries / and other advisors to the Offer or any statement made in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus 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.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders also undertake to furnish complete audited report(s), other relevant documents, papers, information relating to pending litigations, etc., to enable the BRLM to corroborate the information and statements given in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders undertakes to furnish such relevant information and particulars regarding the Offer as may be required by the Book Running Lead Manager to enable them to cause filing of such reports in time as may be required by SEBI and/ or other regulatory bodies, to enable the Book Running Lead Manager to file the due diligence certificate at the time of filing of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus with the Stock Exchange (SME Platform) and RoC and also inform the investors in the manner advised by the Book Running Lead Manager, on an immediate basis.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall extend all necessary facilities to the Book Running Lead Managers to interact on any matter relevant to the Offer with the solicitors/ legal advisors, auditors, advisors to the Offer, Registrar to the Offer, the Financial Institutions, Banks or any other organization and also with any other intermediaries who may be associated with the Offer in any capacity whatsoever.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders undertakes to provide the Book Running Lead Manager with all information and documents to enable the Book Running Lead Manager to prepare the Documents in compliance with the legal requirements connected with the Offer as also the regulations, instructions, etc. issued by SEBI, the Government of India and any other competent authority in this behalf and customary disclosure norms to enable the investors to make a well informed decision as to investment in the Offer.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders undertake 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 reports with Stock Exchange (SME Platform)/ SEBI/ any other regulatory authority in respect of the Offer.



[Handwritten signature]
[Handwritten signature]
P. D. Sivan

ଅନୁମୋଦିତ ଏବଂ ସମ୍ମତ

[Handwritten signature]

ଅଧ୍ୟକ୍ଷ



The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders 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 issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to the Offer, including matters pertaining to allotment and unblocking of Amount, Demat Credit etc.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders accept full responsibilities to update the information provided earlier and duly communicate to the BRLM in cases of all changes in materiality of the same subsequent to submission of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to Stock Exchange (SME Platform) / SEBI/ Registrar of Companies (ROC), as the case may be, but prior to Listing of the Equity Shares on SME Platform of Stock Exchange.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders accept full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Offer.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders undertakes to sign and cause each of the directors of the Company, the Company Secretary and Compliance Officer and the Chief Financial Officer to sign (in person or through their authorized Representative) on the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to be filed with SEBI and the Stock Exchange (SME Platform)/ RoC and this signing off would be construed by the Company and the Book Running Lead Manager and any statutory authority to mean that the Company agree that the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus gives a fair, true and accurate description of the Company and the Equity Shares being issued in the Offer. This signing off also means that no relevant material information has been omitted to be stated in the said Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders authorises the Book Running Lead Manager to the Offer to circulate the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to the prospective investors after filing the same with SME Platform of Stock Exchange/ SEBI/ ROC, provided that such issuance and circulation is in accordance with applicable laws of each relevant jurisdiction and hereby indemnifies the Book Running Lead Manager from such costs and consequences as may arise from misstatement and/or information misleading the prospective investors and/or non-disclosure of relevant information and/or omission of any information.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders hereby warrants that the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus will carry all the relevant information as advised by the Book Running Lead Manager which is required for the prospective investors to take an informed decision for investment.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders agrees to disclose and inform the Book Running Lead Manager of any material development in respect of the Company or its directors or associate companies that could have an impact on the Company on an immediate basis and also inform the investors, with prior consent of the Book Running Lead Managers, about the same.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders acknowledges and agree that all information documents, statements required for the purpose related to the Offer/ Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus would be signed/ authenticated by their authorised signatories and that the Book Running Lead Manager shall be entitled to assume without independent verification that such signatory, attorney or agent is duly authorized by the Company, as applicable, to execute such undertakings, documents and statements and the Company shall be bound by such obligations.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders agrees with the Book Running Lead Manager that:

- (a) all representations, warranties, undertakings and covenants made by the Company , the Promoter Selling Shareholders and the Promoter Group Selling Shareholders and in the Agreement or the Engagement Letter have been made after due consideration and inquiry by the Company and that the Book Running Lead Managers may seek recourse from the Company , the Promoter Selling Shareholders and the Promoter Group Selling Shareholders for any breach of any representation,



[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

ଅନୁମୋଦିତ ଏ. ସାଧୁଧରଣ
[Handwritten signature]

ଅଧ୍ୟକ୍ଷ ଚିତ୍ର ମହାପାତ୍ର



warranty, undertaking or covenant made by the Company , the Promoter Selling Shareholders and the Selling Shareholders and

- (b) any representations, warranties, undertakings and covenants in the Agreement or the Engagement Letter relating to or given by the Company , the Promoter Selling Shareholders and the Promoter Group Selling Shareholders on behalf of the promoters, subsidiaries or group companies of the Company have been made by the Company after due consideration and inquiry and that the Book Running Lead Managers may seek recourse from the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders for any breach of any representation, warranty, undertaking or covenant relating to or given on behalf of such entities.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders agrees that the Book Running Lead Manager shall at all times and as they deem appropriate have access to the directors of the Company, subject to reasonable notice and other key personnel of the Company and its respective subsidiaries and Affiliates and, with prior approval, the external advisors thereof.

In the event the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders request that the Book Running Lead Manager deliver documents or information relating to the Offer via electronic transmissions or delivery of such documents or any information is required by law or regulation to be made via electronic transmissions, the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders acknowledges and agree that the privacy or integrity of electronic transmissions cannot be guaranteed. To the extent that any documents or information relating to the Offer are transmitted electronically by the Book Running Lead Managers, the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders hereby releases the Book Running Lead Managers from any loss or liability that may be incurred in connection with the electronic transmission of any such documents or information, including any unauthorized interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties, provided the Book Running Lead Managers have exercised due caution in accessing such information from the internet and have accessed the said information through a secure medium.

9. INDEPENDENT VERIFICATION BY LEAD MANAGERS

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders will, if so required, extend such facilities as may be called for by the Book Running Lead Manager to enable its representatives to visit the existing project sites, Registered and Corporate offices of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company and other facts relevant to the Offer.

The Book Running Lead Manager can call for complete details from the promoters, of all firms in which the Company and the Promoter Selling Shareholder, Promoter Group Selling Shareholders and their promoters/ directors are connected in any way.

The Book Running Lead Manager can call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Offer are true and correct.

The Book Running Lead Manager can withhold submission of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus with SME Platform of Stock Exchange, SEBI or Registrar of Companies, in case any of the particulars, information, etc., called for are not made available by the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders.

The expenses incurred in relation hereto, except for the expenses incurred in relation to any comfort letter/ report/ opinion and/or documents of similar nature obtained from the auditors of the Company, will be included in the out-of-pocket expenses payable in terms of the Engagement Letter. The expenses incurred in relation to any comfort letter/ report/ opinion and/or documents of similar nature obtained from the auditors of the Company shall be borne by the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders.

10. APPOINTMENT OF INTERMEDIARIES

The Company , the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall not, without prior approval with 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.



[Handwritten signatures]
P. D. Sharma
P. D. Sharma

ଅନାମିତ ମ. ସାଧାରଣ
K-S Patel
ଅଧ୍ୟକ୍ଷ



etc for printing Prospectus, application forms, ASBA Forms, allotment advices/ allotment letters, unblocking advices or any other instruments, circulars, or advices.

The issuer, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall, whenever required and wherever applicable, in consultation with the Book Running Lead Manager, enter into an agreement(s) with the intermediaries associated with the Offer, 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.

The Book Running Lead Managers shall not be responsible for any action/ inaction of any intermediary unless the intermediary has functioned on such matter on the express instructions of the Book Running Lead Managers. However, the Book Running Lead Managers shall co-ordinate the activities of all the intermediaries in order that they perform their respective functions in accordance with their respective terms of engagement.

All cost and expenses relating to the Offer shall be borne by the Company and the Promoter Selling Shareholders and Promoter Group Selling Shareholders as per the respective Appointment or Engagement Letters of such intermediaries.

The BRLM shall be the exclusive Book Running Lead Managers in respect of the Offer. The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall not, during the term of the Agreement, appoint any other advisor in relation to the Offer without the prior written consent of the BRLM. Nothing contained herein shall be interpreted to prevent the Company from retaining legal counsel or such other advisors as may be required for taxation, accounts, legal matters, employee matters, due diligence and related matters in connection with the Offer. However, the BRLM shall not be liable in any manner whatsoever for the actions of any other advisors appointed by the Offer, as the case may be.

11. TIME FRAME:

The assignment is expected to be completed in the shortest 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 Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders, Company's Promoters and Top management.

12. PUBLICITY FOR THE OFFER

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall ensure that all advertisements prepared and released by the advertising agencies or otherwise in connection with the Offer conform to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended and the instructions given by the BRLM from time to time and that it shall not make any misleading, speculative or incorrect statements in any public communication or publicity material including corporate, product and Offer advertisements of the company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders, interviews by its promoters, directors, duly authorised employees or representatives of the Company, documentaries about the Company or its promoters, periodical reports and press releases issued by the Company or research report made by the Company, any intermediary concerned with the Offer or their associates or at any press, broker's or investor's conferences shall also conform to these regulations.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders have agreed that the BRLM may, at their own expense, place advertisements in newspapers and other external publications describing their involvement in the Offer and the services rendered by them and may use the Company's corporate name, brand and logo in this regard.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall not offer, release and/or arrange to get issued directly or through any other entity, any advertisements, literature, publication, circular, letter, brochure, or pamphlets or circulate the same in any other manner in relation to the Offer without written consent of BRLM. The Parties agree that they shall not issue any advertisements in relation to the Offer in publications having circulation outside India.

13. OPENING OF THE OFFER



[Handwritten signatures]
P. D. Srinivas
P. D. Srinivas

ଉତ୍ପାଦନ ଓ ବିକ୍ରୟ
P. D. Srinivas
ଉତ୍ପାଦନ ଓ ବିକ୍ରୟ



Group Selling Shareholders hereby acknowledges and agrees that, by reason of law or duties of confidentiality owed to other persons or the rules of any regulatory authority, the group companies of the Book Running Lead Manager will be prohibited from disclosing information to the Company (or if such disclosure may be inappropriate), in particular information as to the Book Running Lead Manager possible interests as described in this Agreement. In addition, while the Book Running Lead Manager shall pursuant to the Agreement, act on behalf of and in the best interests of the Company as its client, the Book Running Lead Manager group companies or Affiliates may be representing other clients whose interests' conflict with or are directly adverse to, those of the Company. The Book Running Lead Manager shall not be obligated to disclose to the Company any information in connection with any such representations of its respective group companies or Affiliates.

The Book Running Lead Manager shall not resort to any legal proceedings against the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders, except for the breach of the terms of the Agreement or which becomes otherwise necessary in terms of the roles and obligations imposed upon the Book Running Lead Manager under SEBI Act and regulations issued there under, in respect of any matter having a direct bearing on the Offer except in consultation with the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders.

The duties and responsibilities of the BRLM under this Agreement shall not include general financial or strategic advice and shall be limited to those expressly set out in this Agreement or the respective Engagement Letter, and in particular shall not include providing services as bankers or registrars. No tax, legal, regulatory, accounting or technical or specialist advice is being given by the BRLM.

The services rendered by the BRLM shall be performed in a professional manner with due diligence, on a best-efforts basis and in an advisory capacity. The Book Running Lead Manager shall not be held responsible for any acts of commission or omission of the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders, the Company's directors, agents, employees or authorised persons of the Company.

16. CONFIDENTIALITY

Neither the Book Running Lead Manager or their respective directors, officers, employees or agents shall, in any manner, directly or indirectly, communicate, publish, divulge or otherwise disclose, in whole or in part, any confidential information including information pertaining to the business secrets, operations, financial data or otherwise, to any person or use any confidential information in any way, except in connection with the Offer; except that the foregoing shall not apply:

- a) to any information made public with the prior consent of the Company;
- b) to any information disclosed in the Documents or contained in advertisements or presentations made before the prospective investors or in informal filings made to regulatory authorities in connection with the Offer, wherever required;
- c) to any information which, prior to its disclosure to the Book Running Lead Manager in connection with this Offer was already in the possession of the Book Running Lead Manager;
- d) to any information which is or comes into the public domain or comes into the possession of the Book Running Lead Manager other than in breach of any confidentiality obligation of which the Book Running Lead Manager should be aware;
- e) to any disclosure pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental, regulatory, supervisory or other authority;
- f) to the extent that the Book Running Lead Manager need to disclose the same with respect to any proceeding for the protection or enforcement of any of its rights arising out of the Agreement;
- g) to any disclosure to Book Running Lead Manager, its Affiliates including any research analysts and its respective employees, legal counsel, independent auditors and other experts or agents who need to know such information for and in connection with the Offer; or
- h) any disclosure to purchasers or prospective purchasers of the Equity Shares in connection with the Offer, in accordance with the applicable laws;

The term "Confidential Information" shall not include any information that is (i) stated in the Offer Documents, which may have been filed with relevant regulatory authorities excluding any filings where the documents are treated in a confidential manner, prior to the delivery to prospective investors or the public filing of such Offer Document; or (ii) other or to any information in the opinion of the BRLM, is necessary



[Handwritten signatures]
P. D. Srinivas
P. D. Srinivas

ଅନୁମୋଦିତ ଏବଂ ସମ୍ମତ
J. S. Patel

[Handwritten signature]

ଅନୁମୋଦିତ ଏବଂ ସମ୍ମତ



to make the statements therein not misleading, upon the delivery to prospective investors or the public filing of such Offer Documents.

Save insofar as the Book Running Lead Manager are prohibited by law from so doing, the BRLM agree to inform the Company of any statutory, legal or regulatory provisions requiring disclosure, within a reasonable period of time prior to such disclosure and of the information disclosed subsequent to such disclosure.

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders shall not have any liability, whether in contract, tort (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information and reliance by the BRLM on such information and including (but not limited to) the acts or omissions of relevant service providers. Such exclusions of liability shall not, however, apply in the event of such acts, omissions or misrepresentations to the extent that they are in any case criminal, dishonest or fraudulent on the part of the Company or result in the statements made in the Offer Documents being untrue or incorrect.

17. CONSEQUENCES OF BREACH

In the event of breach of any of the conditions mentioned above, the non-defaulting parties without prejudice to the compensation payable to them in terms of the Agreement, has the absolute right to take such action, as they may deem fit including but not limited to withdrawing from the Offer. The defaulting Party shall have the right to cure any such breach within a period of fifteen (15) days of the earlier of becoming aware of the breach and being notified of the breach by non-defaulting party. The defaulting Party shall immediately upon occurrence of a breach or the knowledge of a breach give notice in writing to all Parties. In the event that the breach is not cured within the aforesaid period, the non-defaulting Parties shall not be liable or responsible for the consequences if any, resulting from such termination and withdrawal.

Notwithstanding above, in the event that the Company fails to comply with any of the provisions of this Agreement, the BRLM shall have the right to immediately withdraw from the Offer either temporarily or permanently.

The Book Running Lead Manager shall not be liable to refund the monies paid to it as fees or reimbursement of out-of-pocket expenses, if breach is caused due to acts of the Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders. Also, the BRLM will be entitled for full fees as per this Agreement payable by Company. If the breach is caused due to acts of the Book Running Lead Manager, the Company shall not be liable to pay any fees (except the fee already due as per this agreement) or reimburse the out-of-pocket expenses to the defaulting party.

18. INDEMNITY

The Company, the Promoter Selling Shareholders and the Promoter Group Selling Shareholders hereby irrevocably and unconditionally indemnify and agree to keep the BRLM., its directors, employees, representatives, agents, advisors and all persons claiming under it saved, defended, harmless and fully indemnified at all times on full indemnity basis from and against any cost, charges, damages, losses, claims, actions, liabilities, proceeding, suits, pronouncements, amounts, fines, penalties, levies, compensation and expenses (including without limiting reasonable attorney's fees and disbursements) arising out of its failure to comply with any of the clauses aforementioned. In case of any breach by the Company of the any of the Clause above in whatever manner, the BRLM shall be absolved automatically of its responsibility under this Agreement whatsoever the nature. Such responsibility arising out of the breach of this Agreement by the Company shall be solely that of the Company, or its Principal Officers and not of the BRLM to the Offer (who are acting in a fiduciary capacity only), without in anyway, affecting the right of receiving fees as stated above. In such an event, the fee as has already been paid by the Company would be forfeited. Further, without prejudice to the BRLM's right to claim any outstanding costs, charges and any losses and claims or damages suffered or likely to suffer in this regard to its standing and reputation, on account of breach of above mentioned stipulations, the Company shall reimburse all costs and expenses incurred as informed by the BRLM and also indicated herein, in full and without further recourse.

Each Party giving an indemnity hereinabove is liable to indemnify solely for the information provided respectively by such Party.

The BRLM agrees to indemnify and hold harmless the Company and its affiliates and their respective directors, officers, employees, agents, representatives, advisors, their controlling persons and all persons



[Handwritten signatures]
P. D. Siroori

સાતિબેન.ન. રામીબાઈ

[Handwritten signature]
K. S. Patel

સાચી રીતે જાણવા માટે



claiming under them at all times, from and against any costs, charges, claims, actions, liabilities, levies, fines, losses, damages, penalties, expenses, compensation, suits, pronouncements or proceedings, suffered or incurred, including, without limitation, any legal or other fees and expenses actually incurred in connection with investigating, disputing, preparing or defending any action or claim, which are caused by any untrue statement of a material fact relating to information about the BRLM and/or provided by the BRLM in writing for inclusion in the Draft Red Herring Prospectus, Red herring Prospectus or, the Prospectus, the application form, or any amendments or supplements thereto, claims arising as a result of revocation of the SEBI (Merchant Bankers) Regulations, 1992, or any order/action of SEBI which debars the BRLM from accessing the capital markets either temporarily or permanently.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **JJIPO** in capacity of Book Running Lead Manager, towards the Company and anyone claiming by or through the Company for any and all claims, losses, costs or damages, in any way related to the transaction shall not exceed the total compensation received by the **JJIPO** till such date under this Agreement.

The Company shall be entitled, at their own expense, to participate in and to the extent it may wish to do so, assume the defence of such action, suit, proceeding, claim or investigation. Upon the Company notifying the Book Running Lead Manager in writing of its election to assume the defence and retaining counsel, the Company shall not be liable to the Book Running Lead Manager or any other Indemnified Party for any legal expenses subsequently incurred by them in connection with such defence. If such defence is assumed by the Company, it throughout the course thereof, will provide copies of all relevant documentation to the Book Running Lead Manager, will keep the Book Running Lead Manager advised of the progress thereof and will discuss with the Book Running Lead Manager all significant actions proposed.

No Indemnified Party shall admit any liability or settle any action, writ proceeding, claim or investigation without the prior written consent of the Company which shall not be unreasonably withheld. The Company will not be liable for any settlement of any action, suit, proceeding, claim or investigation that any Indemnified Party makes without the written consent of the Company.

The right of the Company to assume the defence on behalf of the Indemnified Party set out above shall be subject to the following conditions:

- a) No admission of liability or compromise whatsoever in connection with the claim or action may take place without the Book Running Lead Managers' prior written consent, which shall not be unreasonably withheld.
- b) Notwithstanding the foregoing, the Indemnified Party shall have the right to employ its or their own counsel in any such case and also to undertake any action in connection with the investigation of, preparation of or defence of any pending or threatened claim or any action or proceeding arising there from, whether or not such Indemnified Party is a party and whether or not such a claim, action or proceeding is initiated or brought by or on behalf of the Company but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless, (a) the employment of such counsel shall have been authorised in writing by the Company in connection with the defence of such action and (b) the Company has not employed counsel to take charge of the defence of such action within a reasonable time after notice of commencement of the action.

19. ARBITRATION

If any dispute, difference or claim arises between the Parties (the "Disputing Parties") hereto in connection with the Agreement or the validity, interpretation, implementation or alleged breach of the terms of the Agreement or anything done or omitted to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 15 business days after a written request by any Disputing Party commence discussions or such longer period as the Disputing Parties may agree in writing) then the dispute shall be referred for final resolution to a sole arbitrator. The Parties shall co-operate in good faith to appoint a sole arbitrator to decide the dispute. In the event the Parties are unable to appoint a sole arbitrator to decide the dispute, the Company shall appoint one arbitrator and the BRLM shall appoint one arbitrator each and the two arbitrators shall appoint the third or the presiding arbitrator. In the event that the Company or the BRLM fail to appoint an arbitrator or the arbitrators so appointed fail to appoint the third arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the provisions of the Arbitration and



[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

ଅନାମିତ.ଅ. ୨୩/୧୨/୨୩
S.S. Patel

ଅଧ୍ୟକ୍ଷ/ପ୍ରମୁଖ ଅଧିକାରୀ



Conciliation Act, 1996. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in Ahmedabad, Gujarat.

Any reference of any dispute, difference or claim to arbitration under this Agreement shall not affect the performance by the Parties of their respective obligations under this Agreement other than the obligations relating to the dispute, difference or claim referred to arbitration.

Subject to the provisions of above clause, any dispute arising out of terms of the Agreement will be subject to the jurisdiction of appropriate court(s) in Ahmedabad (Gujarat) only.

The arbitration shall be conducted as follows:

- a) all proceedings shall be conducted in the English language;
- b) the arbitrators shall have the power to award interest on any sums awarded;
- c) the arbitration award shall state the reasons on which it was based and shall be final and binding on the Disputing Parties and the Disputing Parties agree to be bound thereby and to act accordingly and such award shall be enforceable in any court of competent jurisdiction;
- d) the arbitrators may award to a Disputing Party that substantially prevail on the merits, its costs and actual expenses (including actual fees of its counsel); and
- e) the Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.

The courts of Ahmedabad shall have jurisdiction only in so far as is necessary for the purpose of enforcement of any arbitral award obtained in accordance with the provisions hereof.

20. GOVERNING LAW

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 Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to confirm to SEBI Regulations This Agreement shall be governed by and construed in accordance with the laws of India.

21. SEVERABILITY

If any provision or any portion of a provision of these terms and conditions is or becomes invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire terms and conditions, but rather the entire terms and conditions will be construed as if not containing the particular invalid or unenforceable provision or portion thereof and the rights and obligation of the Parties will be construed and enforced accordingly. The Parties will use best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible, provides the Parties the benefits of the invalid or unenforceable provision.

22. BINDING EFFECT, ENTIRE UNDERSTANDING

These terms and conditions will be binding on the Parties hereto, their successors and permitted assigns. These terms and conditions supersede and replace any and all prior contracts, understandings or arrangements, whether oral or written, heretofore made between the Parties and relating to the subject matter hereof (excluding the Engagement Letter) and constitute the entire understanding of the Parties with respect to the subject matter of these terms and conditions.

23. MISCELLANEOUS

No modification, alteration or amendment of the Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.

The rights and obligations under this Agreement shall not be assigned, transferred or otherwise dealt with by any Party without the prior written consent of the other Parties.



[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

ગણતરી બેંક ની સહાયક કંપની
કે.સ. પટેલ
ગણતરી બેંક ની સહાયક કંપની




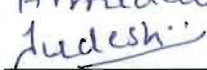
Any notice or other communication between the Parties in connection with this Agreement shall be in writing and shall be deemed duly given and effective only upon receipt. Unless otherwise expressly provided herein, such notice shall be delivered by hand, registered post, airmail or facsimile transmission to the addresses set out in the agreement.

All information provided pursuant to or in connection with this Agreement shall be used solely for the purposes of the Offer and for no other purpose whatsoever.

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

| | | | | | |
|--|--|--|---|---|--|
| SIGNED, SEALED and DELIVERED, for and on behalf of DEVSON CATALYST LIMITED | | | SIGNED, SEALED and DELIVERED, for and on behalf of JJ IPO ADVISORS PRIVATE LIMITED | | |
|  | | |  | | |
|  | | |  | | |
| Name: Patel Savan Prahladbhai | | | Name: Jeevan Jagetiya | | |
| Title: Managing Director | | | Title: Director | | |
| DIN: 07346200 | | | DIN: 00050429 | | |
|  |  |  |  |  |  |
| Pratapbhai Devjibhai Siyania | Prahladbhai Devjibhai Shiyaniya | Patel Savan Prahladbhai | Patel Krishna Savanbhai | Gayatriben Patel | Shiyania Gitaben P |
| Promoter Selling Shareholder | Promoter Selling Shareholder | Promoter Selling Shareholder | Promoter Selling Shareholder | Promoter Group Selling Shareholder | Promoter Group Selling Shareholder |

Witness

| | |
|--|--|
| Name: <u>Kununi open H.</u> | Name: <u>Sudesh Joshi</u> |
| Address: <u>New 80 feet Road Kuntal Parid Wadhwan. 363030</u> | Address: <u>23 Richi Society Near Dwami Narayan temple K. K mager Ahmedabad 380061</u> |
|  Signature |  Signature |

