



This stamp paper of Rs. 500/- shall form an integral part and parcel of "Offer Agreement" dated, September 19, 2025, executed between, 'Vivid Electromech Limited' ("the Company"/ "VEL"), 'Sameer Vishvanath Attavar' ("Promoter Selling Shareholder 1"), 'Meeta Sameer Attavar' ("Promoter Selling Shareholder 2") and 'Hem Securities Limited' ("HSL" or "Book Running Lead Manager" or "BRLM") at Jaipur, Rajasthan.



OFFER AGREEMENT

BETWEEN

**THE COMPANY AND THE PROMOTER SELLING SHAREHOLDERS AND THE BOOK
RUNNING LEAD MANAGER TO THE OFFER FOR THE INITIAL PUBLIC OFFER BY
VIVID ELECTROMECH LIMITED**

This Offer Agreement (this "Agreement") is entered into on September 19, 2025 at Jaipur, Rajasthan between:

Vivid Electromech Limited, a company incorporated under the Companies Act, 1956 bearing CIN: U31200MH1990PLC057679 and having its registered office at Vivid House, Flat No. A-173/7, T.T.C Industrial Area, MIDC, Kharane, Navi Mumbai, 400710, Maharashtra - India (hereinafter referred to as "The Company"/ "VEL"), 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 **FIRST PART**;

Sameer Vishvanath Attavar Son of Vishvanath Dayanand Attavar, an Indian inhabitant residing at Flat no 17/18, Pali Hill Niketan, Nargis Dutt Road, Near Air India Building, Pali Hill, Bandra West, Mumbai, Maharashtra - 400052 (hereinafter referred to as "Promoter Selling Shareholder 1") 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 **SECOND PART**;

Meeta Sameer Attavar Daughter of Dinesh Popatlal Shah, an Indian inhabitant residing at Flat no. 17/18, Pali Hill Niketan, Nargis Dutt Road, Near Air India Building, Bandra West, Mumbai - 400052 Maharashtra, India (hereinafter referred to as "Promoter Selling Shareholder 2") 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 **THIRD PART**;

AND

Hem Securities Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office situated at 203, Jaipur Tower, M. I. Road, Jaipur- 302001 Rajasthan, India and Corporate Office situated at 904, Naman Midtown-Wing A, 9th Floor, Senapati Bapat Marg, Elphinstone Road, Lower Parel, Mumbai-400013, Maharashtra, India (hereinafter referred to as "HSL" or "BRLM" or "Book Running Lead Manager" 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 **FOURTH PART**;

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

WHEREAS

- A. The Company proposes to issue the Company's Equity Shares having face value of Rs 10/- each ("Equity Shares") through an initial public offering of up to 23,52,000 Equity Shares for cash ("Offer Shares") comprising a fresh issue of up to 18,84,000 Equity Shares (the "Fresh Issue") and an offer for sale of 4,68,000 Equity Shares by the Promoter Selling Shareholders, and such Equity Shares, the "Offered Shares") (the "Offer for Sale"), in accordance with the Companies Act, 2013, 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, and at such price as may be determined through the Book Building Process ("Book Building Process") as prescribed under the SEBI (ICDR) Regulations in consultation with the BRLM (the "Offer Price").
- B. The Board of directors of the Company (the "Board of Directors"), pursuant to a resolution dated August 20, 2025 have approved and authorized the Offer and offer for sale. Further, the shareholders of the Company pursuant to a special resolution have approved the Offer and offer for sale at the extraordinary general meeting held on September 2, 2025.

			
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- C. The Company has approached the HSL to manage the Offer and the HSL has accepted the engagement, pursuant to the engagement letter dated February 20, 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 BRLM for managing the Offer will be governed by the terms of the Engagement Letter.
- D. Pursuant to the SEBI (ICDR) Regulations, the Lead Manager is required to enter into this Agreement with the Company and accordingly, the Parties desire to enter into this Agreement to record certain terms and conditions with respect to the Offer.

NOW, THEREFORE, in consideration of the mutual representations, warranties, assurances and provisions set forth hereinafter, the Parties agree as follows: -

1. HSL shall act as the sole **Book Running Lead Manager to the Offer.**
2. The Company and the Promoter Selling Shareholders hereby declare that they have complied with and agrees to comply with all the statutory formalities under the Companies Act, 2013, Companies Act, 1956 to the extent applicable, 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"/ "SEBI") and other relevant statutes to enable it to make the Offer. The Company and the Promoter Selling Shareholders also undertake to comply with the following requirements as and where applicable before opening of the Subscription List:

Approvals with regards to the Offer and offer for Sale by Promoter Selling Shareholder: -

- a. Consent of the Board of Company has been obtained vide Resolution passed in the Board Meeting held on August 20, 2025 for the Fresh Issue and Offer for sale.
- b. Consent of the Shareholders has been obtained vide Resolution passed in the Extra Ordinary General Meeting held on September 2, 2025 for the Fresh Issue and Offer for sale.
- c. The Offer for sale by the Promoter Selling Shareholders has been authorized as mentioned below: -

Name of the Promoter Selling Shareholders	Authorization Letter dated	No. of equity shares held as on date	No of Equity Shares offered
Sameer Vishvanath Attavar	August 20, 2025	48,18,770	1,17,000
Meeta Sameer Attavar	August 20, 2025	12,84,880	3,51,000

- d. The Board of Directors, pursuant to a resolution dated August 20, 2025 have taken on record the participation of Promoter Selling Shareholders in the Offer.
3. The Company and the Promoter Selling Shareholders hereby also undertake to give representations in respect of the following matters: -
 - a. Compliance with all statutory formalities under these regulations, the Companies Act, 2013, and/ or the Companies Act, 1956 as applicable and other conditions, instructions and advices issued by the Board and other relevant statutes relating to an Offer.
 - b. All statements made in the Draft Offer Document or the draft letter of offer and the offer document shall be complete in all respects and shall be true and correct

			
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NOW THEREFORE, the Company, the Promoter Selling Shareholders and the Book Running Lead Manager do hereby agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement, including the recitals, shall, unless specifically defined herein, have the meaning assigned to them in the Offer Documents (as defined below). In the event of any inconsistencies or discrepancies between this Agreement and the Offer Documents, the definitions as prescribed in the Offer Documents shall prevail, to the extent to such inconsistency or discrepancy. The following terms shall have the meanings ascribed to such terms below, as the context may require.

“Act” shall mean the Companies Act, 2013 and the Companies Act, 1956 (to the extent applicable) and amended from time to time.

“Affiliate” with respect to any Party shall mean (i) any other person that, directly or indirectly, through one or more Intermediaries, Controls or is Controlled by or is under common Control with such Party, (ii) any other person in which such Party has a “significant influence” or which has “significant influence” over such Party, where “significant influence” over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more Intermediaries, a 10% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, the terms “the Promoters, and members of the Promoter Group, and Group Companies are deemed Affiliates of the Company. The terms “Promoters”, “Promoter Group” and “Group Companies” have the respective meanings set forth in the Offer Documents and in accordance with the ICDR Regulations. For the avoidance of doubt, any reference in this Agreement to Affiliates includes any party that would be deemed an “affiliate” under Rule 405 or Rule 501(b) under the Securities Act, as applicable;

“Agreement” shall mean this Agreement;

“ASBA Form” shall mean the Application Supported by Blocked Amount Form.

“Bid/ Offer” shall mean an indication to make an Offer during the Bid/ Offer Period by ASBA Bidders pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/ Offer Period by an Anchor Investor pursuant to submission of the Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including upward revisions and modifications thereto as permitted under the SEBI ICDR Regulations.

The term “Bidding” shall be constructed accordingly.

“Bid Amount” shall mean the highest value of optional Bids indicated in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidder or Escrow Account of the Anchor Investor, as the case may be, upon submission of the Bid in the Offer.

“Bid cum Application Form” shall mean the form used by the Bidder to Bid, including, Anchor Investor Application Form or the ASBA Form, as applicable.

“Book Building Process” shall mean process as provided in Schedule XII 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 Lead Manager to the Offer, in the present case being Hem Securities Limited.

“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

			
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and the edition of the regional daily newspaper, where the Registered Office of our Company is situated, each with wide circulation.

Our Company 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.

"Offer Documents" means Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus;

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

"Engagement Letters", as the context may require, shall mean engagement pursuant to the Initial Engagement Letter or Mandate letter executed between the Company with Hem Securities Limited dated February 20, 2025;

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

"Fresh Issue" shall mean the issue of upto 18,84,000 Equity Shares of the face value of Rs.10/- each proposed to be issued by the company to the public at such price as may be determined by the Company in consultation with the BRLM, in accordance with SEBI ICDR Regulations (as defined below) and other applicable Indian laws,

"Offer for Sale" shall mean the public offer of upto 4,68,000 Equity Shares to be offered through the Offer for Sale by Promoter Selling Shareholders, at such price as may be determined by the Company in consultation with the BRLM, in accordance with SEBI ICDR Regulations (as defined below) and other applicable Indian laws;

"Offer Price" shall mean the price at which the Equity Shares are being offered by the Promoter Selling Shareholders under the Offer Documents.

"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 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 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);

"Red Herring Prospectus/ RHP" shall mean the offer document to be issued in accordance with Sections 26 & 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be issued and the size of the Offer. The Red Herring Prospectus will be filed with the RoC at least three days before the

			
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Bid/ Offer Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date.

"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;

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

"Promoter Selling Shareholders" shall mean Sameer Vishvanath Attavar and Meeta Sameer Attavar.

"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:

- (i) words denoting the singular number shall include the plural and vice versa;
- (ii) heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;
- (iii) reference to the words "include" or "including" shall be construed without limitation;
- (iv) 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;
- (v) any reference to any Party/ies to this Agreement or any agreement or deed or instrument shall include its successors or permitted assigns;
- (vi) 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;
- (vii) 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
- (viii) 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 shall be responsible for deciding the price band in consultation with the BRLM in accordance with book building process.

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 in consultation with the Book Running Lead Manager.

The Parties agree that entering into this Agreement or the engagement Letter shall not create any obligation, whether express or implied, on the BRLM to enter into any underwriting agreement with the Company and the Promoter Selling Shareholders in connection with the Offer or provide any financing to the Company and the Promoter Selling Shareholders in connection with the Offer.

4. PAYMENTS

All payments to be made by the Company and/or Promoter Selling Shareholders shall be as per the engagement Letter dated February 20, 2025 entered shall be made in Indian Rupees to the Book Running Lead Manager.

			
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The BRLM shall be entitled to withhold amount in Public Offer Account to the extent of aforementioned fees payable to various intermediaries related to the Initial Public Offering, before the issue proceeds from Public Offer Account are transferred to the Company and the Promoter Selling Shareholders.

Further, all out-of-pocket expenses in connection with the Public Offer of Equity Shares, would be directly payable by the Company and the Promoter Selling Shareholders on actuals as permitted by law.

Drop Dead Fee: During the tenure of the Initial Public Offering assignment, in case of an unlikely event of either of the parties deciding to withdraw or rescind the above Agreement, they would be at a liberty to do so as per mutual consent and understanding. However,

- If the said decision is taken before Draft prospectus/ DRHP filing at the Exchange/ SEBI than the fees due till that point is only payable, if the decision to withdraw is initiated by the company i.e Vivid Electromech.
- Further, if the company decides to discontinue the work and the company's Draft prospectus/ DRHP is filed by any other intermediary within One year of such discontinuation than the company would be liable to pay to Rs 25,00,000/- to Hem Securities Ltd.
- If the said decision is taken after filing of the Draft Red Herring Prospectus/Red Herring Prospectus/ Prospectus in Stock Exchange (SME Platform) then the entire fees mentioned in above agreement would be payable to the Book Running Lead Manager.

5. TERMS AND TERMINATION

The Book Running Lead Manager engagement shall commence as of the date specified in the respective engagement Letter (the "Engagement") and shall continue until the event of listing of the Equity Shares or completion of applicable SEBI compliances regarding the Offer, whichever is earlier, unless terminated earlier pursuant to the Agreement.

The Company, Promoter Selling Shareholders and the Book Running Lead Manager may terminate the Agreement with mutual consent. Subject to the respective engagement letter, no such termination would affect the right of the Book Running Lead Manager to receive fees accrued or reimbursement of out-of-pocket expenses incurred prior to such termination.

Notwithstanding anything stated above, on the occurrence of the following *force majeure* conditions, the Parties shall meet to mutually decide on the future course of action and in the event they fail to arrive at a mutually agreeable course of action within a period not exceeding fifteen (15) business days from the date on which the *force majeure* event occurred, then any of the Parties shall be entitled to terminate the Agreement after the expiry of the said period of fifteen (15) business days by giving a written notice thereof to the other Parties:

- a complete break down or dislocation of business affecting any or all of the cities of New Delhi or Mumbai or Kolkata or Chennai as a result of which the success of the Offer is likely to be prejudicially affected; or
- declaration of war or occurrence of insurrection or terrorist activities or civil commotion or any other serious or sustained financial or political or industrial emergency or disturbance, including, civil commotion affecting the markets in any or all of the cities of New Delhi or Mumbai or Kolkata or Chennai as a result of which the success of the Offer is likely to be prejudicially affected; or
- any material adverse change in the financial or political conditions as a result of which trading generally on the BSE or in the NSE are suspended for a continuous period of more than 5 business days or future trading on the BSE or in the NSE is likely to be materially limited or restricted as a result of which the success of the Offer is likely to be prejudicially affected; or

			
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(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 and Promoter 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 and the Promoter Selling Shareholders after the execution and delivery of this Agreement that:

- a) any of the representations or statements made by the Company and the Promoter 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, provided that the Company shall have a period of not more than thirty (30) days from written notice to cure or correct such misstatement or omission before this Agreement may be terminated;
- b) the Offer is postponed beyond the term as provided above, withdrawn or abandoned for any reason whatsoever prior to 24 months from date of the respective Engagement Letter;
- c) if there is any material non-compliance by the Company and the Promoter 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 and the Promoter 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

			
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- c) Undertake due diligence activities and prepare the Offer document for filing with Stock Exchanges (SME Platform).
- d) Assist the Company and the Promoter Selling Shareholders in appointment of legal counsel, Registrars to the Offer, Advisors to the Offer, Barkers, Printers and Advertising Agency.
- e) Assist the Company and the Promoter Selling Shareholders in listing the Equity Shares issued pursuant to the Offer at the Stock Exchanges (SME Platform).
- f) Assist the Company and the Promoter 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.

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

The Company and the Promoter 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 file 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 and the Promoter 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 and the Promoter 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 HSL 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 HSL and the Company's control shall not be counted as HSL's failure. In case of such an event, HSL shall not be liable or legally bound to any proceedings or actions for refund of fees received by HSL till such date.

In the event the Company and the Promoter 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 and the Promoter 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 and the Promoter Selling Shareholders hereby releases the BRLM from any loss or liability that may be

			
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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 and the Promoter Selling Shareholders in writing.

The Company and the Promoter 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 and the Promoter 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 and the Promoter 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 and the Promoter Selling Shareholders declares that the Equity Shares proposed to be sold by the the Promoter 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 and the Promoter 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 and the Promoter Selling Shareholders shall take steps to pay the underwriting commission and brokerage to the underwriters, Syndicate Members and Stock Brokers, 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 and the Promoter 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

			
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- 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 and the Promoter 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 and the Promoter Selling Shareholders shall not access the money raised in the Offer till the completion of Offer formalities.

The Company and the Promoter 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 and the Promoter 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 and the Promoter 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 and the Promoter 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 and the Promoter 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 and the Promoter 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 and the Promoter 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

			
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to file reports with Stock Exchange (SME Platform)/ SEBI/ any other regulatory authority in respect of the Offer.

The Company and the Promoter 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 and the Promoter 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 and the Promoter 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 and the Promoter 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 and the Promoter 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 and the Promoter 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 and the Promoter 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 Manager, about the same.

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

			
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- (a) all representations, warranties, undertakings and covenants made by the Company and the Promoter 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 Manager may seek recourse from the Company and the Promoter Selling Shareholders for any breach of any representation, warranty, undertaking or covenant made by the Company and the Promoter Selling Shareholders; and
- (b) any representations, warranties, undertakings and covenants in the Agreement or the Engagement Letter relating to or given by the Company and the Promoter 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 Manager may seek recourse from the Company and the Promoter Selling Shareholders for any breach of any representation, warranty, undertaking or covenant relating to or given on behalf of such entities.

The Company and the Promoter 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 and the Promoter 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 and the Promoter 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 Manager, the Company and the Promoter Selling Shareholders hereby releases the Book Running Lead Manager 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 Manager 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 MANAGER

The Company and the Promoter 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 office 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 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 and the Promoter Selling Shareholder.

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 and the Promoter Selling Shareholder.

			
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10. APPOINTMENT OF INTERMEDIARIES

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

The issuer and the Promoter 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 Manager 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 Manager. However, the Book Running Lead Manager 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 as per the respective Appointment or Engagement Letters of such intermediaries.

The BRLM shall be the exclusive Book Running Lead Manager in respect of the Offer. The Company and the Promoter 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 and the Promoter Selling Shareholder, Company's Promoters and Top management.

12. PUBLICITY FOR THE OFFER

The Company and the Promoter 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 and the Promoter Selling Shareholder, 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 and the Promoter 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.

			
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The Company and the Promoter Selling Shareholders shall not offer, release or/ 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

The Company and the Promoter Selling Shareholders shall not withhold any material development which may affect the financial position of the Company and this Offer, adversely in any manner whatsoever or any adverse feature/ development materially affecting the proposed Offer, and in which takes place any time before or after the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus has been filed with the Stock Exchange (SME Platform)/ Registrar of Companies/ SEBI, and/ or up to the date of Offer Opening, and/ or up to the date of Offer Closing, and/ or up to the date of allotment of securities comprised in this Offer and/ or unblocking of moneys of applicants, and/ or postage of advices to the allottees, and/ or listing of the securities on the SME Platform of Stock Exchange.

In case of any major non-disclosure/ withholding of the financial information and/ or financial arrangements other than disclosed in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus and/ or any other material development affecting the operations of the Company, post filing the Offer document with Stock Exchange (SME Platform), SEBI and RoC and during the period before opening of the Offer till listing and trading of the Shares at the Stock Exchange (SME Platform) by the Company, the BRLM shall have the liberty to withdraw from the Offer without any financial or any other liability of what so ever in nature or type, as the case may be.

The Company and the Promoter Selling Shareholders undertake to disclose to the Public any material development or any financial arrangement which may be undertaken by the Company post filing of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus with Stock Exchange (SME Platform), SEBI and ROC and during the period before opening of the Offer till listing and trading of the Shares at Stock Exchange (SME Platform) by the Company, in accordance with the provisions of the Companies Act, 2013, as applicable and the SEBI (ICDR) Regulations, 2018 as amended.

The Company and the Promoter Selling Shareholders undertakes to disclose all material information with regard to any Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus filed with the SEBI/ Stock Exchanges during the period of five years prior to the signing of this Agreement.

14. POST OFFER WORK

The Company and the Promoter Selling Shareholders shall take such steps as are necessary to ensure the completion of allotment and dispatch of letters of allotment and refund order to the applicants including Non-Residents Indians soon after the Basis of Allotment is approved by the Designated Stock Exchange 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.

15. DUTIES OF THE BOOK RUNNING LEAD MANAGER

The Book Running Lead Manager hereby undertake to observe the code of conduct for Merchant Bankers prescribed by SEBI and Merchant Banking Regulations, taking due diligence and care in discharging their obligations relating to the Offer, the preparation of offer document and to manage the Offer process diligently and in accordance with the SEBI ICDR Regulations

The services rendered by the BRLM are on best efforts basis and in an advisory capacity. The BRLM shall not be held responsible for any acts or omissions by the Company and the Promoter Selling Shareholder.

			
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Any action in connection with the Offer on behalf of or by the Company and the Promoter Selling Shareholders shall be subject to prior consultation of the BRLM.

The Company and the Promoter Selling Shareholders understands and agrees that the Book Running Lead Manager and its Affiliates may be engaged in securities trading, securities brokerage, banking and investment activities, as well as providing investment banking and financial advisory services. In the ordinary course of its trading, brokerage and financing activities, the Book Running Lead Manager or its group companies may at any time hold long or short positions and may trade or otherwise effect transactions for its own account or account of customers in debt or Equity Shares that may be involved in the Offer. The Company and the Promoter 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 Lead Manager shall not resort to any legal proceedings against the Company and the Promoter Selling Shareholder, 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 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 and the Promoter Selling Shareholder.

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 and the Promoter Selling Shareholder, 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,

			
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- 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 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 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 and the Promoter 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 and the Promoter Selling Shareholder. 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 and the Promoter 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

			
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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 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 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 HSL 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 HSL 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 it's 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

			
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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 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 Mumbai, Maharashtra.

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 only Mumbai, Maharashtra.

The arbitration shall be conducted as follows:

- a) all proceedings shall be conducted in the British 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 Mumbai 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

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

			
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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 terms and conditions of the Agreement are not assignable by any Party hereto without the prior written consent of all the other Parties hereto.

Any notice between the Parties hereto relating to this Agreement shall be strictly effective upon receipt and shall, except as otherwise expressly provided herein be sent by hand delivery, by registered post, airmail or by facsimile transmission to:



Information provided shall be used exclusively for the purpose of the transaction only.

			
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IN WITNESS WHEREOF the parties hereto have set their hands on this September 19, 2025.

<p>For and on behalf of Vivid Electromech Limited (Issuer Company/VEL)</p>   <p>Sameer Vishvanath Attavar (Managing Director) DIN: 01827382</p>	<p>For and on behalf of Hem Securities Limited (Book Running Lead Manager)</p>   <p>Prateek Jain (Managing Director) DIN: 03518736</p>
 <p>Sameer Vishvanath Attavar (Promoter Selling Shareholder 1)</p>	 <p>Meeta Sameer Attavar (Promoter Selling Shareholder 2)</p>

Witness:

<p>Name: Pramod Belashe Address: R.No-522, Sector -15 Koparkhirane Navi Mumbai</p>  <p>Signature</p>	<p>Name: Vanshika Gupta Address: 211, Jaipur Tower, M-I. Road, Jaipur -302001</p>  <p>Signature</p>
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