



IN-GJ28389792786189W



सत्यमेव जयते

INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

₹500

₹500 ₹500 ₹500 ₹500

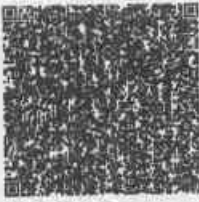
Certificate No.	: IN-GJ28389792786189W
Certificate Issued Date	: 15-Jul-2024 05:47 PM
Account Reference	: IMPACC (CS)/ gj13336919/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	: SUBIN-GJGJ1333691974572219814090W
Purchased by	: RAJESH POWER SERVICES LIMITED
Description of Document	: Article 5(h) Agreement (not otherwise provided for)
Description	: OFFER AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RAJESH POWER SERVICES LIMITED
Second Party	: ISK ADVISORS PRIVATE LIMITED
Stamp Duty Paid By	: RAJESH POWER SERVICES LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Signature



₹500



IN-GJ28389792786189W

EIF 0015772749

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-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

RAJESH POWER SERVICES LIMITED
(THE ISSUER COMPANY)

AND

SELLING SHAREHOLDERS
(AS PER ANNEXURE A)

AND

ISK ADVISORS PRIVATE LIMITED
(BOOK RUNNING LEAD MANAGER TO THE OFFER)



OFFER AGREEMENT

THIS OFFER AGREEMENT (THIS "AGREEMENT") MADE ON JULY 15, 2024

BETWEEN

RAJESH POWER SERVICES LIMITED (RPSL), a Company registered under the Companies Act, 1956, and having its Registered office at: 380/3, Siddhi House, Opp. Lal Bungalows, B/H Sasuji Dinning Hall, Off C.G. Road, Navrangpura, Ellisbridge, Ahmedabad, Gujarat, India, 380006 (hereinafter referred to as the "Issuer" or the "Company" or "RSPL") 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 **ONE PART**;

AND

PROMOTER SELLING SHAREHOLDERS, as set out in 'Annexure A' of this Agreement (hereinafter referred to individually as "Selling Shareholder" and collectively as the "Selling Shareholders", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns), of the **SECOND PART**;

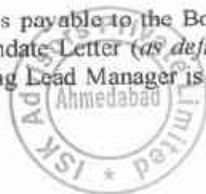
AND

ISK ADVISORS PRIVATE LIMITED (IAPL), a Company registered under the Companies Act, 1956, and having its Registered Office at 5, Laxmi Society, Behind Sasuji Dining Hall, Off CG Road, Ahmedabad, Gujarat, 380006 (hereinafter referred to as the **Book Running Lead Manager "BRLM"**) 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**

(The Company, Selling Shareholder and the Book Running Lead Manager are hereinafter individually referred to as a 'Party' and collectively referred to as the 'Parties')

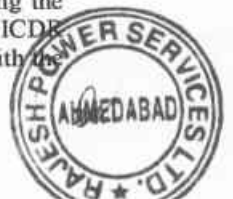
WHEREAS:

- A. The Issuer Company and the Selling Shareholders propose to undertake an Initial Public Offering of 47,90,000 Equity Shares of face value of ₹10 each of the Company ("Equity Shares"), comprising: (A) a fresh issue of 27,90,000 Equity Shares by the Company (the "Fresh Issue"), and (B) an offer for sale of up to 20,00,000 Equity Shares ("Offered Shares") by the Selling Shareholders (the "Offer for Sale" and together with the Fresh Issue, ("Offer"), in accordance with the Companies Act, 2013 as amended, including any rules, regulations, clarifications and modifications thereto ("Companies Act"), 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, at such price as may be determined through the "Book Building" process under the SEBI ICDR Regulations by the Company in consultation with the BRLM (the "Offer Price").
- B. The Issuer Company and Selling Shareholder have approached the Book Running Lead Manager to manage the Offer and the Book Running Lead Manager has accepted the engagement, inter-alia, subject to the Company entering into an agreement for the purpose being these presents;
- C. The agreed fees and expenses payable to the Book Running Lead Manager for managing the Offer are set forth in the Mandate Letter (as defined hereinafter). Pursuant to the SEBI ICDR Regulations, the Book Running Lead Manager is required to enter into this Agreement with the company.



R. Shah

Beitel



- D. The Issuer has obtained approval for the present Offer pursuant to the Board Resolution dated 10th July, 2024. The Issuer passed a Special Resolution passed under Section 62(1) (c) of the Companies Act, 2013 at the Annual General Meeting of our shareholders held on 13th July, 2024 which collectively authorised the Issuer's Board of Directors, or any other authorised representatives, for the purpose of issuing and signing the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus and this Agreement, any amendment or supplements thereto, and any and all other writings as any be legally and customarily required in pursuance of the Offer and to do all acts, deeds or things as may be required.
- E. The Issuer company has applied for In-Principal approval of Bombay Stock Exchange of India Limited (BSE SME) on [●] for listing of its Equity Shares on its platform.
- F. ISK Advisors Private Limited is a SEBI Registered Category – 1 Merchant Banker having Registration no. INM000012625 has agreed to act as the Book Running Lead Manager to the offer
- G. The Selling Shareholder has consented to participate in the offer in accordance with her terms provided in its consent letter dated 10th July, 2024.

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

DEFINITIONS AND INTERPRETATIONS

In addition to the defined terms contained elsewhere in this Agreement, the following expression, as used in this Agreement, shall have the respective meanings set forth below:

"Affiliates" shall mean, with respect to any person: (a) any persons that directly or indirectly through one or more intermediaries, control or are controlled by or are under common control with such person; (b) any persons over whom such person has a significant influence or which has significant influence over such person, provided that significant influence over a person is the power to participate in the financial, management and operating policy decisions of the person but is less than control over those policies and that shareholders beneficially holding a minimum of 20% interest in the voting power of the person are presumed to have a significant influence on the person; and (c) any other person which is a holding company, subsidiary or joint venture counter party of any person in (a) or (b). As used in this definition of Affiliate, the term "control" (including the terms "controlling", "controlled by" or "under common control with") or "influence" means the possession, director in direct of the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting shares by contract or otherwise.

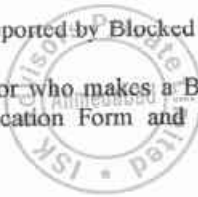
"Anchor Investor" shall mean a Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the ICDR Regulations and the Red Herring Prospectus and who has Bid for an amount of atleast 2 Crore rupees for an issue made in accordance with Chapter IX of SEBI ICDR Regulations.

"Agreement" shall have the meaning assigned to such term in the preamble hereto.

"Allotment" shall mean any allotment of equity shares pursuant to the fresh issue and transfer of the respective portion of the offered shares pursuant to the offer for sale to the successful Bidders.

"ASBA Form" shall mean the application supported by Blocked Amount Form;

"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;



R. Shad

Blk



"Bid" shall mean an indication to make an offer during the Bid Offer Period by an ASBA Bidder 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 all revisions and modifications thereto as permitted under the ICDR Regulations and in terms of the Red Herring Prospectus and the Bid cum Application Form. The term "Bidding" shall be construed accordingly;

"Bid Amount" shall mean the highest value of optional Bids indicated in the Bid cum Application Form and, in the case of RIBS Bidding at the Cut off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such Retail Individual Bidder and mentioned in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the Bidder, as the case may be, upon submission of the Bid,

"Bid cum Application Form" shall mean the Anchor Investor Application Form or the ASBA Form, as the context requires:

"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. The Company and the Selling Shareholder, in consultation with the BRLM, may consider closing the Bid/Offer Period for QIBs one Working Day prior to the Bid/Offer Closing Date in accordance with the ICDR Regulations;

"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.

"Bid/Offer Opening Date" shall mean, except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids,

"Book Running Lead Manager"/ "BRLM" shall have the meaning assigned to such term in the preamble hereto

"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

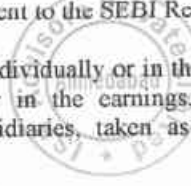
"Cut-off Price" shall mean Offer Price, finalised by our company

"Designated Stock Exchange" means the SME Platform of BSE for the purposes of the Issue;

"Mandate Letter" shall mean BRLM's engagement letter dated 15th July, 2023 duly signed and accepted by the Issuer.

"Market Maker" shall mean market maker 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 and inability of the Selling



Shah

Rohit



Shareholder to perform its respective obligations under, or to complete the transaction contemplated by, this agreement, the engagement letter or the underwriter agreement (if executed) in relation to the sale and transfer of the offered shares contemplated herein or therein;

"Non-Institutional Applicants" shall mean all Applicants other than Retail Individual Applicants and QIBs and who have applied for Equity Shares for an amount more than ₹ 2,00,000 (but not including NRIs other than Eligible NRIs);

"Offer" shall mean fresh issue of up to 27,90,000 Equity Shares and an offer for sale of up to 20,00,000 Equity Shares of face value of Rs. 10/- each fully paid up by the Company for cash at a price as disclosed in the Offer Document;

"Offer Document" shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the Bid cum Application Form including the abridged prospectus, the Confirmation of Allocation Notes, the Allotment Advice and any amendments, supplements, notices, corrections or corrigenda to such offering documents;

"Offer Period" shall mean the period between the Bid/Offer opening date and the Bid/Offer closing date (inclusive of both dates) and during which prospective bidders can submit their applications.

"Offer Price" shall mean the final price at which the equity shares will be allotted to ASBA bidders in terms of the Red Herring Prospectus and Prospectus, Equity Shares will be allotted to Anchor Investors at the Anchor Investor Offer Price, which was decided by our Company and the Selling Shareholder, in consultation with the Book Running Lead Manager, in terms of the Red Herring Prospectus and Prospectus"

"Parties" or **"Party"** shall have the meaning assigned to such term in the preamble hereto;

"Prospectus" shall mean the Prospectus of the Company which will be filed with BSE SME / SEBI / ROC and others in accordance with Section 26 of the Companies Act, 2013 after getting in-principle listing approval but before opening of the Issue;

"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 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.

"Public Offer Account" means the accounts opened with the ICICI Bank Limited to receive monies from the accounts held with the SCSBs by the Applicant/ ASBA Applicants, in each case on the Designated Date in terms of Section 40 of the Companies Act, 2013;

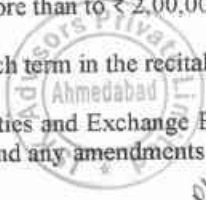
"Qualified Institutional Buyers" or **"QIBs"** shall have the meaning given to such term under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018;

"Registrar to the Issue" shall have the meaning assigned to such term in the preamble hereto;

"Retail Individual Applicants" means individual Applicants (including HUFs and NRIs) who have applied for Equity Shares for an amount not more than to ₹ 2,00,000 in the Issue;

"SEBI" shall have the meaning assigned to such term in the recitals hereto;

"SEBI ICDR Regulations" means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and any amendments made thereto from time to time;



Handwritten signature or initials.



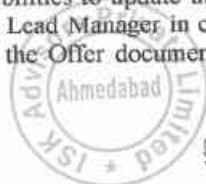
“Stock Exchange” shall mean the SME platform of National Stock Exchange of India Limited where the Equity shares are proposed to be listed and the expression “Stock Exchange” shall be construed accordingly.

“Selling Shareholder Statements” shall mean the statements specifically made or confirmed or undertaken, severally and not jointly, by the selling shareholder in relation to respective proportion of the offered shares in the Offer Document.

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

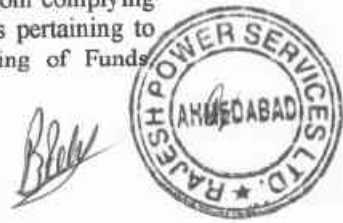
1. The Offer would be Lead Managed by the Book Running Lead Manager solely.
2. Any change by way of addition to and deletion from the Issue Management team may be effected in prior consultation with the Book Running Lead Manager.
3. The Company hereby declares that it has complied with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as “the Board”) and other relevant statutes to enable it to make the Issue. The Company also undertakes to comply with the following requirements as and where applicable before opening of the Subscription List:
 - a. Approval of lenders regarding the Offer.
 - b. Necessary Clearances from Government / Statutory
 - c. Bodies / Municipal Authorities regarding the Project.
4. The Company and the selling shareholder shall not, without the prior written approval of the Book Running Lead Manager, file the Offer Document (whether Draft Red Herring Prospectus or Red Herring Prospectus or Prospectus) with SEBI, Stock Exchange, the Registrar of Companies or any other authority whatsoever. For the purposes of this Agreement, the terms “Draft Red Herring Prospectus” and “Red Herring Prospectus” and “Prospectus” shall include the preliminary or final offering memorandum. Also, the terms “Draft Red Herring Prospectus” and “Red Herring Prospectus” and “Prospectus” shall include any amendments or supplements to any such prospectus or any notices, corrections, corrigendum or notices in connection therewith.
5. The Company undertakes and declares that any information made available to the Book Running Lead Manager or any statement made in the Offer Documents shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.
6. The Company also undertake to furnish complete audited report(s) (in case of a corporate body), other relevant documents, papers, information relating to pending litigations, etc., to enable the Book Running Lead Manager to corroborate the information and statements given in the Offer Documents.

The Company accepts full responsibilities to update the information provided earlier and duly communicate to the Book Running Lead Manager in cases of all changes in materiality of the same subsequent to submission of the Offer document to SEBI but prior to opening date of Offer.

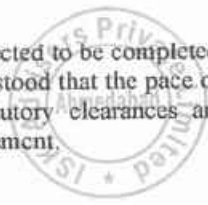


The Company accepts full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Offer.

7. The Company shall, if so required, extend such facilities as may be called for by the Book Running Lead Manager to enable it to visit the plant site, office of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company including the progress made in respect of the project implementation, status and other facts relevant to the Offer.
8. The Company shall extend all necessary facilities to the Book Running Lead Manager to interact on any matter relevant to the Issue with the solicitors/legal advisors, auditors, co-managers, consultants, advisors to the Issue, the financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the Issue in any capacity whatsoever.
9. The Company shall ensure that all advertisements released in connection with the issue conform to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the Book Running Lead Manager(s) from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate, and issue advertisements of the issuer. The interviews by the issuer's promoters, directors, duly authorized employees or representatives of the issuer, documentaries about the issuer or its promoters, periodical reports and press releases issued by the issuer or research report made by the issuer, any intermediary connected with the issue or their associates or at any press, stock brokers' or investors conferences, shall also conform to these regulations.
10. The Company shall appoint other intermediaries (except Self Certified Syndicate Banks) and other persons associated with the issue only with the prior consent of the Book Running Lead Manager(s).
11. The Company shall, whenever required and wherever applicable, in consultation with the Book Running Lead Manager, enter into an agreement with the intermediaries associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the Book Running Lead Manager.
12. The Company shall take such steps as are necessary to ensure the completion of allotment and despatch of letters of allotment/credit to Demat accounts and refund orders/ unblocking of funds to the applicants within the prescribed time.
13. The Company shall take steps to pay fees, underwriting commission, brokerage to the underwriters, stock brokers, SCSBs, registered intermediaries, Book Running Lead Manager(s) etc., within the time specified in agreement with such intermediaries or within a reasonable time.
14. The Company undertakes to furnish such information and details regarding the Issue as may be required by the Book Running Lead Manager to enable them to file a report with the Board or place it on their websites.
15. The Company shall keep the Book Running Lead Manager informed if it encounters any problem due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Company from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of Certificate, demat credit, making Refunds/ Unblocking of Funds Share/debenture Certificates etc.



16. The Company shall not resort to any legal proceedings in respect of any matter having a bearing on the Issue except in consultation with and after receipt of advice from the Book Running Lead Manager.
17. The Company shall, in consultation with the Book Running Lead Manager, file the Offer Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Issue Opening Date.
18. The Book Running Lead Manager shall have the right:
 - ⇒ To call for complete details from the promoters of all firms in which the Company and their promoters / directors are connected in any way.
 - ⇒ To call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Issue are true and correct.
 - ⇒ To withhold submission of the Draft Offer Document / Offer Document to SEBI in case any of the particulars, information, etc., called for is not made available by the company.
19. The responsibility of the Book Running Lead Manager would be limited to the activities as agreed upon in Inter-se-allocation of responsibilities.
20. The services rendered by the Book Running Lead Manager are on best efforts basis and in an advisory capacity. The Book Running Lead Manager shall not be held responsible for any acts or omissions by the Company.
21. Any action in connection with the Issue, on behalf of or by the Company, shall be subject to prior consultation of the Book Running Lead Manager.
22. The Company hereby indemnify and keep indemnified the Book Running Lead Manager, at all times from any claim or demand arising out of or in connection with or in relation to the Issue and holds the Book Running Lead Manager harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.
23. The Company shall, in mutual consultation, agree and abide by the advice of the Book Running Lead Manager to suitably defer / postpone the issue in the event of any happenings which in the opinion of the Book Running Lead Manager would tend to paralyse or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Issue.
24. The Book Running Lead Manager shall have the right to withdraw from the Issue if it is felt that it is against the interest of the investors. i.e. if the Book Running Lead Manager finds non-compliances of SEBI (ICDR) Regulations, 2018 and any other major violations of the Laws of the Land by the Company and Company related entities.
25. The Company 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 Company shall pay requisite interest amount if so required under the laws or direction or order of the Board.
26. Time Frame: The assignment is expected to be completed in the shortest/quickest possible time. However, it is to be distinctly understood that the pace of the progress of the transaction would depend on the time taken for statutory clearances and the flow of information from the Company/Promoters and top management.



R. Shah

B. B. B.



27. For Services rendered, the Company shall pay to ISK Advisors Private Limited a fee of Rs. 45.00 lakhs (excluding applicable taxes).

This includes fee based IPO Expenses such as Pre IPO advisory services like structuring of capital, valuation & corporate advisory services & preparation of prospectus, fee as Merchant banker, Legal Experts fees for legal due diligence, Register & transfer agents initial fees, Printing and postage, BSE listing fees (not include software & other charges payable by the company), NSDL & CDSL fees (Depository fees), Statutory newspaper advertisement charges.

We inform you that this estimate does not include ROC charges, CA & CS consultancy and certification work, fees for peer review by the auditor, demat charges, UPI & other charges payable to banker to the issue, brokerage, Market Maker's fees and additional advertisement, public relation activities, Further this estimate does not include fund based matters such as Underwriting / Issue Subscription Guarantee and that these would be subject to change depending on the security offered by us to the Underwriter /Market Maker w.r.t Pricing of the Issue and other related terms, which shall be mutually decided on a later stage, etc.

The schedule of disbursements of ISK Advisors Private Limited fees is as mentioned below:

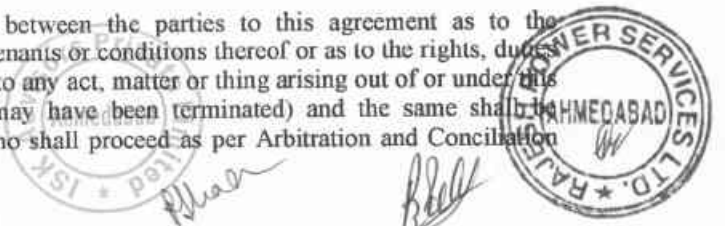
1. ₹ 10 Lakhs as first installment; upon execution of this engagement letter.
2. ₹ 5 Lakhs as second installment, on conversion of private limited company to public limited company.
3. ₹ 5 Lakhs as second installment, at the time of filling of Draft offer document with exchange /SEBI and submission of Due Diligence certificate.
4. ₹ 15 Lakhs at the time of receiving Stock Exchange approval for using their name in the Offer Document for listing of the shares on the SME Platform.
5. Balance ₹ 10 Lakhs are to be paid on Closure of the Issue.

GST & any other applicable taxes shall be payable extra in addition to above fees as applicable at the time of payment.

Underwriting Fees shall be as per agreement to be entered mutually at a later stage.

The fees shall become due and payable as soon as the above event is completed. At no stage would any of the fees be refunded or become refundable, even if the assignment is not completed for any reason whatsoever. Payments (be it fees or any other amount whatsoever) after 15 days from the date of bill / due date shall attract interest @ 15% p.a. till the date of settlement.

28. In the event of breach of any of the conditions mentioned above, the BRLM shall have the absolute right to take such action as it may in its opinion determine including but not limited to withdrawing from the Issue Management. In such an event the Company will be required to reimburse all costs and expenses incurred as determined mutually and also such fee for services rendered till such date of withdrawal, as may be determined mutually by the Company and BRLM.
29. If any dispute or difference shall arise between the parties to this agreement as to the interpretation of this agreement or any covenants or conditions thereof or as to the rights, duties or liabilities of any parties hereunder or as to any act, matter or thing arising out of or under this agreement (even though the agreement may have been terminated) and the same shall be referred to a mutually agreed arbitrator who shall proceed as per Arbitration and Conciliation



Act, 1996. The seat, or legal place, of arbitration shall be Ahmedabad, Gujarat and the language to be used in the Arbitral Proceedings shall be English / Hindi.

30. Confidentiality: All information provided by the Company would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the Offer Document to conform to SEBI Regulations.

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

Termination Clause

The agreement shall be valid for a period of one year from the date of signing of MOU and may be extended for a further period by mutual MOU between the parties.

Notwithstanding the above, the MoU shall terminate on the occurrence of any of the following:

- I. Mutual Consent between Our Company & IAPL; or
- II. By either Our Company or IAPL upon giving 60 days written notice thereof to the other party; or
- III. By Completion of the Transaction
- IV. If Our Company decided not to proceed with the Transaction, on receipt of such information by IAPL








Alhad-

Blok



In case of expiry of the Offer Agreement or in case the Company terminates this MOU, the amount incurred by ISK Advisors Private Limited up to the date of termination of the MOU will only be considered valid. Notwithstanding the above, if the IPO is not proceeded with or is abandoned by the Company before filing but after completion of preparation of the Draft Red Herring Prospectus / Red Herring Prospectus / Prospectus, the fees upon Filing of the Draft Red Herring Prospectus / Red Herring Prospectus / Prospectus shall be payable to by ISK Advisors Private Limited. Similarly, after receipt of Stock Exchange approval, if Company does not proceed with the IPO, 50% of the remaining fees shall be payable to ISK Advisors Private Limited.

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

<p>For ISK Advisors Private Limited</p>   <p>Authorised Signatory (Mr. Ronak Kadri)</p>	<p>For and on behalf of all the selling shareholders</p>  <p>Authorised Signatory (Mr. Praful Baldevbhai Patel)</p>	<p>For Rajesh Power Services Limited</p>   <p>Authorised Signatory (Mr. Rajendra Baldevbhai Patel)</p>
---	---	--

ANNEXURE A

LIST OF SELLING SHAREHOLDERS

Sl. No.	Name of the Selling Shareholder
1.	Mrs. Beena Panchal
2.	Mr. Krunal Daxesh Panchal
3.	Mr. Nehal Ramchandra Panchal
4.	Mr. Rajendrabhai Baldevbhai Patel
5.	Mr. Praful Baldevbhai Patel
6.	Mr. Vishal Hemantbhai Patel
7.	Mrs. Kalaben Kantibhai Patel
8.	Mrs. Jyotsnaben Rameshbhai Patel

