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# UNDERWRITING AGREEMENT FOR THE PUBLIC ISSUE OF RAJESH POWER SERVICES LIMITED

#### AMONG

# RAJESH POWER SERVICES LIMITED (The Company)

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### ISK ADVISORS PRIVATE LIMITED (Book Running Lead Manager and Underwriter)

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### SUNFLOWER BROKING PRIVATE LIMITED (Market Maker & Underwriter)

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SELLING SHAREHOLDERS (As attached in Schedule B)









#### UNDERWRITING AGREEMENT FOR THE PUBLIC ISSUE OF RAJESH POWER SERVICES LIMITED

THIS UNDERWRITING AGREEMENT MADE AT AHMEDABAD ON THIS JULY 13,-2024.

#### AMONG

(1) RAJESH POWER SERVICES LIMITED, a company incorporated under the Companies Act 1956 and having its Registered Office at 380/3, SIDDHI HOUSE, OPP. LAL BUNGLOWS, B/H SASUJI DINNING HALL, OFF C.G. ROAD, NAVRANGPURA, AHMEDABAD, Gujarat, India, 380006 (hereinafter referred to as "RPSL" or "Company", 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;

#### AND

(2) ISK ADVISORS PRIVATE LIMITED a company incorporated under the Companies Act 1956 and having its Registered Office at 5, Laxmi Society. Behind Sasuji Dining Hall, Off C.G Road, Ahmedabad, Gujarat, 380006 (hereinafter referred to as "IAPL" or "Book Running Lead Manager" or "Underwriter", 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;

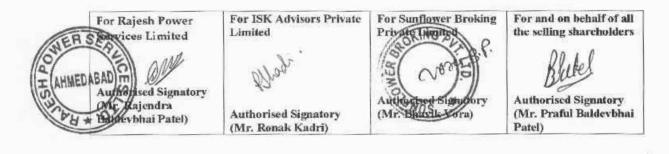
#### AND

(3) SUNFLOWER BROKING PRIVATE LIMITED, a company incorporated under Companies Act, 1956 and having SEBI registration number INZ000195131 and having its registered office at Sunflower House, 5<sup>th</sup> Floor, 80 feet Road, Near Bhakti Nagar Circle, Rajkot - 360002, Gujarat (hereinafter referred to as "SBPL" or "Market Maker" and "Underwriter", 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

(4) SELLING SHAREHOLDERS, as set out in Schedule B 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 FOURTH PART; and

#### WHEREAS:





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- (A) The Issuer is proposing an initial public offering of up to 47,90,000(Forty Seven Lakhs Ninety Thousand) Equity Shares comprising of fresh issue of up to 27,90,000 (Twenty Seven Lakhs Ninety Thousand) Equity Shares and Offer for Sale (OFS) of up to 20,00,000 (Twenty Lakhs) Equity Shares by existing selling shareholders of the company in terms of Chapter IX of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 through the Book Building Method ("Book Built Issue"), as prescribed in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("SEBI ICDR Regulations"), at a price as may be decided by the Issuer and selling shareholders in consultation with the Book Running Lead Manager ("Issue Price").
- (B) The Issue comprises of a Net Issue to Public upto 45,46,000 Equity Shares of face value of ₹ 10 ("the Net Issue") and a reservation upto 2,44,000 Equity Shares for subscription by the designated Market Maker ("the Market Maker Reservation Portion"). The net Offer to public shall comprise of Issue to Qualified Institutional Buyers, Non-Institutional Applicants and Retail Applicants.
- (C) SBPL (Market Maker and Underwriter) and IAPL (Book Running Lead Manager and Underwriter) have agreed to ensure full subscription of this Issue as defined in clause 2.1.
- (D) The Issue of Equity shares shall be conducted through Book Building Process, pursuant to which the Shares are to be issued at a Price to be determined by Issuer company and selling shareholders in consultation with the Book Running Lead Manager.
- (E) The Company has obtained approval for the Issue pursuant to the Board resolution dated July 10, 2024. The Company passed a special resolution under section 62(1)(c) at the Annual General Meeting held on July 13, 2024 which collectively authorised the Company's Directors, or any other authorised representatives, for the purpose of the Issue, to issue and sign the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, this Agreement, the Memorandum of Understanding, any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.
- (F) The Company shall be applying for approval letter of BSE Limited for listing of its equity shares on the SME Platform of BSE.
- (G) One of the requirements of issuing shares to the Public in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as specified in Regulation 260(1) & 260(2) of the said Regulations is that the Issue shall be hundred percent underwritten and that the Lead Manager shall underwrite at least 15% of the total Issue. IAPL being the Lead Manager to the Issue.
- (H) SBPL is a Registered Stock Broker / Trading Member of BSE and SEBI Registration No. INZ000195131. SBPL has also been registered as a Market Maker with the SME Platform BSE. RSPL has approached SBPL for being appointed as Market Maker for this Public Issue and also in effect underwriter the "Market Maker Reservation Portion". SBPL has accepted such proposal and confirmed that there is no conflict of interest arising from such transaction or arrangement.

For Rajesh Power For ISK Advisors Private For Sunflower Broking For and on behalf of all Limited Privat the selling shareholders timite ervices Limited Q Autho Signatory Authorised Signatory Bondra AND (Mr. Bhilli Vor **Authorised Signatory** (Mr. Praful Baldevbhai devohai Patel) (Mr. Ronak Kadri) Patel)

Dr. Ahmedabad

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(I) Hence, IAPL and SBPL shall act as Underwriters to this Issue and all the parties herein have therefore agreed to enter into this agreement for the purpose of underwriting and amongst the other things as required under regulation 14 of SEBI (underwriters) Regulations 1993.

# NOW THEREFORE IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATIONS

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

"Affiliates" shall mean, with respect to any person: (a) any persons who 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 counterparty 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, direct or indirect 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.

"Allotment" shall mean the Issue and allotment of Equity Shares pursuant to the Issue.

"Agreement" shall mean this agreement or any other agreement as specifically mentioned.

"Applicant" shall mean any prospective purchaser who has made an Application in accordance with the Draft Prospectus and/or the Prospectus.

"Application" shall mean an indication to make an Issue during the Application Period by a prospective investor to subscribe to the Issue Shares at the Issue Price, including all revisions and modifications thereto.

"Application Supported by Blocked Amount" or "ASBA" shall mean an application, whether physical or electronic, used by an ASBA Bidders to make a Bid and authorizing an SCSB to block the Bid Amount in the ASBA account and will include applications made by the Retail Individual Bidders (RIBs) made using the UPI mechanism where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by RIBs using the UPI mechanism;

For Rajesh Power	For ISK Advisors Private Limited	For Sunflower Broking Private Limited	For and on behalf of all the selling shareholders
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(Mr. Balendra Baldevhkai Patel)	Authorised Signatory (Mr. Ronak Kadri)	Authorised Signatory (Mr. Bhask Vora)	Authorised Signatory (Mr. Praful Baldevbhai Patel)



"ASBA Applicant/ Applicant" means any Applicant which intends to apply through an

"ASBA Account" shall mean an account maintained with an SCSB and specified in the application form, which will be blocked by such SCSB to the extent of the application amount of the ASBA Applicant or the account of the RII blocked upon acceptance of UPI mandate request by the RIBs using the UPI mechanism.

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

"Banker to the Offer" means the bank(s) which is/are clearing member(s) and registered with the SEBI as Banker to the Issue with which the Public Issue Accounts have been opened and ICICI Bank Limited is the Banker to the Issue for the purposes of this Offer;

"BSE" shall mean Bombay Stock Exchange Ltd a recognised stock exchange having

**"Banking Hours"** means in respect of Banker to the Issue, the time during Working Days when scheduled commercial banks are generally open for business at Mumbai i.e 10.00 AM to 5.00 PM, India;

"Closing Date" means the date of Allotment of the Equity Shares by the Company;

"Companies Act" shall mean the Indian Companies Act, 1956 and Companies Act, 2013 as amended from time to time.

"Controlling", "Controlled by" or "Control" shall have the same meaning ascribed to the term "control" under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or as amended.

"Controlling Person(s)" with respect to a specified person, shall mean any other person who Controls such specified person.

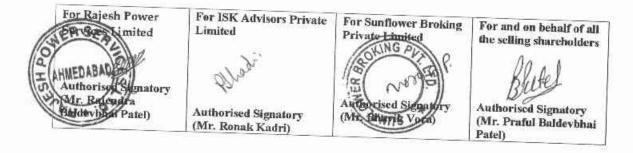
"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus issued in accordance with the ICDR Regulations, which did not contain complete particulars of the price at which the equity shares will be allotted and size of the offer

"Fresh Issue" shall mean issue of 27,90,000 equity shares

"Directors" shall mean the members of the Board of Directors of the Company;

"Devolved Shares" shall mean balance number of Equity shares pending to be subscribed for receiving minimum subscription.

"Equity Shares" shall have the meaning ascribed to it in the recitals hereof.





"Indemnified Party" shall have the meaning given to such term in this Agreement.

"Indemnifying Party" shall have the meaning given to such term in this Agreement.

"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.

"Minimum Shareholding" shall mean subscription of 90% of the Equity Shares offered through the Offer Documents in terms of SEBI (ICDR) Regulations, 2018, excluding the Equity Shares being through Offer for sale by the Selling Shareholder;

"Offer Agreement" shall mean the offer agreement dated July 15, 2024 entered into between the Company and the Book Running Lead Manager, which details the rights, and obligations of the Company and the Book Running Lead Manager with respect to management of the offer, and shall include any amendments made thereto;

"Offer Closing Date" shall mean except in relation to Anchor Investors, any such date on completion of the application hours after which the designated Intermediaries will not accept any bids for the Offer and which date shall be notified in a widely circulated English national newspaper, a Hindi national newspaper and a newspaper of wide circulation and in case of extension of the offer, the extended offer closing date shall also be notified in the same newspaper;

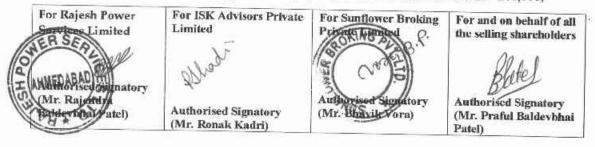
"Offer Documents" shall mean the Draft Red Herring Prospectus (including any updated draft red herring prospectus filed with SEBI), the Red Herring Prospectus and Prospectus, the Bid cum Application Form (including the Abridged Prospectus), the Confirmation of Allocation Notes, the Allotment Advice and Any amendments, supplements, notices, corrections or corrigenda to such offering documents, as approved by the Company and as filed or to be filed with SEBI, the Stock Exchanges (as defined hereafter) and the ROC, as applicable, including Supplemental offer materials and the expression "Offer Document" shall be construed to mean any one of them;

"Offer Opening Date" shall mean except in relation to anchor investors any such date on which the Company shall start accepting Applications for the offer and which date shall be notified in a widely circulated English national newspaper, a Hindi national newspaper and a newspaper of wide circulation;

"Offer Period" shall mean the period between the Offer Issue Opening Date and the Offer Closing Date (inclusive of both dates) and during which Applicants can submit their Applications during working hours;

"Offer Price" price as determined in and disclosed in the Prospectus

"Non-institutional Applicants" shall mean all Applicants that are not QIBs or Retail Applicants and who have applied for Equity Shares for an amount more than ' 200,000;



"Party" or "Parties" shall have the meaning given to such terms in the preamble to this Agreement.

"Prospectus" shall mean the Prospectus of the Company which will be filed with BSE / SEBI/ ROC and others in accordance with Section 26 of the Companies Act after getting approval letter but before opening the Issue.

"Qualified Institutional Buyers" or "QIBs" shall have the meaning given to such term under the SEBI (ICDR) Regulations 2018. and includes public financial institutions as specified in Section 4A of the Companies Act, 1956, scheduled commercial banks, mutual funds registered with SEBI, state industrial development corporations, insurance companies registered with the Insurance Regulatory and Development Authority, provident funds with minimum corpus of ' 250 million and pension funds with minimum corpus of ' 250 million;

"Retail Applicants" shall mean individual Applicants (including HUFs and NRIs) who have applied for Equity Shares for an amount not more than 200,000, in any of the application options in the Issue;

"SEBI" shall mean the Securities and Exchange Board of India.

"SEBI (ICDR) Regulations 2018" shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended and as applicable to the Issue.

"Selling Shareholder" shall mean Mrs. Beena Panchal, Mr. Krunal Daxesh Panchal, Mr. Nchal Ramchandra Panchal, Mr. Rajendrabhai Baldevbhai Patel, Mr. Praful Baldevbhai Patel, Mr. Vishal Hemantbhai Patel, Mrs. Kalaben Kantibhai Patel, Mrs. Jyotsnaben Rameshbhai Patel.

"Stock Exchange" shall mean BSE SME.

"SME Platform of BSE" shall mean the separate platform for listing companies which have issued shares or match the relevant criteria of Chapter IX of the SEBI (ICDR) Regulations, 2018, as amended from time to time, opened by the BSE Limited, which received its final approval from BSE on [•].

"Underwriters" shall mean IAPL and SBPL, individually, jointly and severally.

"Issue" shall mean Issue Upto 47,90,000 Equity Shares having face value of  $\gtrless$  10 (the "Equity Shares") in accordance with the Chapter IX SEBI (ICDR) Regulations 2018, (as defined herein) and applicable Indian securities laws at an Issue Price ('Issue Price') of  $\gtrless$  [•] per share to  $\gtrless$  [•] lakhs.

"Issue Price" means ₹ [•] per share of face value ₹ 10 each.

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For Rajesh Power	For ISK Advisors Private Limited	For Sunflower Broking	For and on behalf of all the selling shareholders
AHNEDABAD H AHNEDABAD (Mr. Rajeoutra Daktorphon Patch)	Authorised Signatory	Autorised Signatory	Authorised Signatory
and the second states	(Mr. Ronak Kadri)	(Mr. Blarit Jora)	(Mr. Praful Baldeybhai Patel)

"Listing Date" shall mean the date with effect from which the shares issued through this Issue being made by **RAJESH POWER SERVICES LIMITED** are permitted for trading by the SME Platform of BSE.

"BRLM" shall have the meaning given to such term in the preamble to this Agreement and "BRLM" shall mean the Book running lead manager to the Issue, or ISK ADVISORS PRIVATE LIMITED.

"Market Maker" shall mean any person who would hold a valid, registration on the date of opening the Issue.

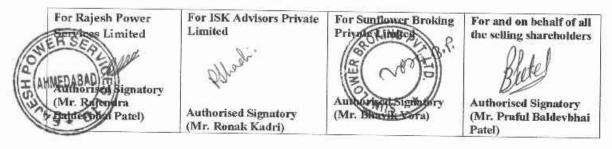
"Market Maker Reservation Portion" shall mean the reserved portion for the Designated Market Makers upto 2,44,000 equity shares of  $\mathcal{F}$  [•] at aggregating to  $\mathcal{F}$  [•] lakhs out of the total Issue of 47,90,000 equity shares of  $\mathcal{F}$  [•] each at  $\mathcal{F}$  [•] each aggregating to  $\mathcal{F}$  [•] lakhs, being Issued through the "Issue".

"Net Issue" shall mean the Issue of equity shares, shares to be Issued in this Issue comprise a net Issue to the public of 45,46,000 equity shares of  $\mathbf{\xi}$  10 each at  $\mathbf{\xi}$  [•], each aggregating  $\mathbf{\xi}$  [•] lakhs.

1.2 In this Agreement, unless the context otherwise requires:

- a) words denoting the singular shall include the plural and vice versa;
- b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- c) headings and bold typeface arc only for convenience and shall be ignored for the purposes of interpretation;
- d) references to the word "include" or "including" shall be construed without limitation;
- references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted;
- f) reference to any party to this Agreement or any other agreement or deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and, in any other case, include its successors or permitted assigns;
- g) a reference to an article, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, section, paragraph or schedule of this Agreement;
- h) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
- Capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Prospectus and the Prospectus.
- 1.3 The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.

#### 2. UNDERWRITING





On the basis of the representations and warranties contained in this Agreement and subject to its terms and conditions, the Underwriters hereby agrees to underwrite and/or procure subscription for the Issue shares in the manner and on the terms and conditions contained elsewhere in this Agreement and as mentioned below:

2.1 Following will be the underwriting obligations of each respective under:

Details of the Underwriter	No. of Shares Underwritten	Amount Underwritten (Rs. in lakhs)	% of the Total Issue Size Underwritten
ISK Advisors Private Limited.	45,46,000	[0]	94.91%
Sunflower Broking Private Limited	2,44,000	[6]	5.09%
Total	47,90,000	(•)	100%

- 2.2 The Company shall before delivering to the Registrar of Companies (hereinafter referred to as "ROC") make available to the underwriters a copy of the prospectus, which shall be as modified in the light of the conservations made by BSE while issuing the approval letter. The underwriters shall before executing their obligations under this agreement satisfy themselves with the terms of the Issue and other information and disclosures contained therein.
- 2.3 The prospectus in respect of the public Issue shall be delivered by the Company to the ROC, Ahmedabad for registration in accordance with the provisions of the Companies Act, 2013. The Company agrees that, if after filing of the prospectus with the ROC any additional disclosures are required to be made in the interest of the investors in regard to any matter relevant to the Issue, the company shall comply with such requirements as may be stipulated by BSE or SEBI or the lead manager and compliance of such requirements shall be binding on the underwriter; provided that such disclosures shall not give a right to the underwriter to terminate or cancel its underwriting obligations unless such subsequent disclosures are certified by BSE or SEBI as being material in nature and essential for the contract of underwriting; the question whether or not such subsequent disclosures are material in nature, the decision of BSE or SEBI shall be final and binding on both the parties.
- 2.4 The Company shall make available to the underwriter a minimum of two application forms forming part of abridged prospectus and 1 copy of the prospectus for every lakh of rupees and every 10 lakhs rupees of underwriting accepted by the underwriter respectively. If the underwriter desires to have more application forms and prospectus than specified he must state his requirements which would then be considered as condition for acceptance of this underwriting Agreement. Thereafter, it is responsibility of the Company to deliver to the underwriter the accepted quantity of application forms and prospectus as soon as the prospectus is filed with the ROC but in any case, not later than 3 days prior to the date of opening of the public Issue, proof of which, should be retained by the company.

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Bulde Shai Patel)	Authorised Signatory (Mr. Ronak Kadri)	(Mr. Burrie Vora)	Authorised Signatory (Mr. Praful Baldevhhai Patel)

- 2.5 The subscription list for the public Issue shall open not later than three months from the date of this agreement or such extended period(s) as the underwriters may agree to in writing. The subscription list shall be kept open by the Company for a minimum period of 3 working days and if required by the underwriter, the same may be kept open upto a maximum of 10 working days failing which the underwriter shall not be bound to discharge the underwriting obligations under this agreement.
- 2.6 The application bearing the stamp of the underwriter or as the case may be the subunderwriter whether made on their own behalf or otherwise shall be treated in the same manner as the applications received directly from the members of the public and, in the event of the Issue being oversubscribed, such applications shall be treated on par with those received from the public and under no circumstances, the applications bearing the stamp of the underwriter or the sub-underwriter shall be given any preference or priority in the matter of allotment of the Issue shares.
- 2.7 There is no provision for inter-changeability of the Underwriting Obligations i.e. IAPL and SBPL shall have to underwrite their respective obligations as stated in 2.1 of this agreement and that they shall not be allowed to interchange any portion of the said obligations. All the applications made by any applicant except by SBPL in its "OWN" account shall be construed to be part of the "Net Issue" applications. In case of shortage in any of the specific portions (i.e. Market Maker Reservation Portion and Net Issue Portion), the other Underwriter shall not be liable for any damages or losses as long as it has completed its individual obligations stated in 2.1 of this agreement.
- 2.8 Hence, w.r.t the Market Maker Reservation Portion, it is compulsory that the Market Maker i.e., SBPL subscribe to the specific portion of the Issue set aside as "Market Maker Reservation Portion" as it needs to be subscribed in its OWN account in order to claim compliance with the requirements of Regulation 261(4) of the SEBI (ICDR) Regulations, 2018 as amended from time to time. Hence, it is prudent that SBPL ensure that its portion of 2,44,000 equity shares is subscribed prior to the Closure of the Issue and that there are no relevant shortages in the same. However, if in any situation there is a shortage in the same upon the closure of the Issue, then the shortage shall have to be met by SBPL by arranging for additional application in its "OWN" Account and SBPL shall not be allowed to procure applications from the Public at large in order to meet such shortages.
- 2.9 Only IAPL i.e., the Underwriter for the "Net Issue" shall be entitled to arrange for subunderwriting of its underwriting obligation on his own account with any person or persons on terms to be agreed upon between them. Notwithstanding such arrangement, IAPL shall be primarily responsible for sub-underwriting and any failure or default on the part of the subunderwriters to discharge their respective sub-underwriting obligations, shall not exempt or discharge the underwriter of his underwriting obligation under this agreement.
- 2.10 If the Net Issue of 45,46,000 shares is undersubscribed, TAPL being the sole Underwriter for such portion shall be solely responsible to subscribe/procure subscription to the unsubscribed shares. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1 above.

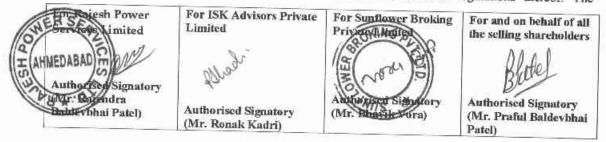
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	Limited	Private Linger	the selling shareholders $(10, 40)$
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- 2.11 The said underwriting obligations for each underwriter in case of shortage in its respective portions shall be discharged in the manner mentioned below:
  - a) the Company shall within 30 days after the date of closure of subscription list communicate in writing to the respective underwriter, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the underwriter or subscription to be procured therefore by the underwriter.
  - b) the Company shall make available to the respective underwriter, the manner of proportionate computation of underwriting obligation and also furnish a certificate in support of such computation from the company's auditors.
  - c) the respective underwriter on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case not later than 30 days after receipt of the communication under sub-clause (a) above, in the manner specified in clauses 2.8, 2.9 and elsewhere in this agreement, make or procure the applications to subscribe to the shares/debentures and submit the same together with the application moneys to the company in its Escrow Account opened specifically for this Issue.
  - d) in the event of failure of the underwriter to make the application to subscribe to the shares as required under clause (c) above, the Company shall be free to make arrangements(s) with one or more persons to subscribe to such shares without prejudice to the rights of the company to take such measures and proceedings as may be available to it against the underwriter including the right to claim damages for any loss suffered by the company by reason of failure on the part of the underwriter to subscribe to the shares as aforesaid.
- 2.12 The Company is free to quantify the damages being a multiple of the value of the shares not subscribed by the respective underwriter.

# 3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITERS

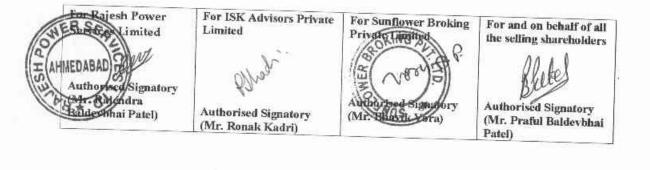
- 3.1 Net worth of the underwriter: The underwriters hereby declare that they satisfy the net worth/capital adequacy requirements specified under the SEBI (Underwrites) Rules and Regulations. 1993 or the bye-laws of the stock exchange of which the underwriter is a member and that he is competent to undertake the underwriting obligations mentioned in clause 2 hereinabove.
- 3.2 Registration with the SEBI: The underwriters hereby declare that the underwriters being Merchant Bankers or Stock Brokers are entitled to carry on the business as an underwriter without obtaining a separate certificate under the SEBI (Underwriters) Regulations 1993 framed under the SEBI Act.
- 3.3 The Underwriters confirm to the Company that they are responsible and liable to the Company, for any contravention of the SEBI Act, rules or regulations thereof. The





Underwriters further confirm that they shall abide with their duties, functions, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992 and the SEBI (Underwriters) Regulations 1993.

- 3.4 In addition to any representations of the Underwriters under the Registration of Documents filed with the SME Platform of BSE, the Underwriters hereby represents and warrants that:
  - a) It has taken all necessary actions to authorize the signing and delivery of this agreement;
  - b) The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Underwriter.
  - c) It will comply with all of its respective obligations set forth in this Agreement.
  - d) It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of BSE w.r.t underwriting in general and underwriting this Public Issue in specific.
  - c) It shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.
- 3.5 The Underwriters acknowledge that it is under a duty to notify the Company and the SME Platform of BSE immediately in case it becomes aware of any breach of a representation or a warranty.





# 4. REPRESENATIONS AND WARRANTIES BY THE COMPANY

- 4.1 Warranty as to statutory and other approvals. The Company warrants that all consents, sanctions, clearances, approvals, permissions, licenses, etc., in connection with the public Issue as detailed in the prospectus or required for completing the prospectus have been obtained or will be obtained and the same shall remain effective and in force until the allotment of all the shares/debentures are completed.
- 4.2 In addition to any representation of the Company, the Draft Prospectus and the Prospectus, the Company hereby represents and warrants that:
  - a) It has taken all necessary actions to authorize the signing and delivery of this agreement;
  - b) The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Company.
  - c) It will comply with all of its respective obligations set forth in this Agreement.
  - d) It shall ensure compliance with the applicable laws and rules laid down by SEBI and the SME Platform of BSE w.r.t role of the Company in the Market Making process in general and Market Making process in the shares of RAJESH POWER SERVICES LIMITED in specific.
  - e) It shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, Stock Exchanges and related associations from time to time.
- 4.3 The Company acknowledges that it is under a duty to notify the Underwriters and the SME EMERGE Platform of BSE immediately in case it becomes aware of any breach of a representation or a warranty.

# 5. CONDITIONS TO THE UNDERWRITERS' OBLIGATIONS

- 5.1 The several obligations of the Underwriters under this Agreement are subject to the following conditions:
  - a) Subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, the SME Platform of BSE or any other governmental, regulatory or judicial authority that, in the judgment of

Barbaresh Power	For ISK Advisors Private Limited	For Sunflower Broking Private Limited	For and on behalf of all the selling shareholders
HAHMEDABAD A	Shall	Contral B. P	Blutes
Baldeebrai Patel)	Authorised Signatory (Mr. Ronak Kadri)	Authorised Signatory (Mr. Bhavik Vora)	Authorised Signatory (Mr. Praful Baldevbhai Patel)



the Underwriters, is material and adverse and that makes it, in the judgment of the Underwriters, impracticable to carry out the Underwriting Obligations.

- b) subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company and its subsidiaries, taken as a whole, that, in the judgment of the LM, is material and adverse and that makes it, in the judgment of the LM, impracticable to market the Equity Shares Issued in this Issue or to enforce contracts for the sale of the Equity Shares Issued in this Issue on the terms and in the manner contemplated in the Issuing Documents.
- c) If the Underwriters are so notified or becomes aware of any such filing, communication, occurrence or event, as the case may be, they may give notice to the company to the effect, with regard to the Equity Shares Issued in this Issue this agreement shall terminate and cease to have effect, subject as set out herein.
- d) The representations and warranties of the Company contained in this Agreement shall be true and correct on and as of the Issue Closing Date and that the Company shall have complied with all the conditions and obligations under this Agreement and the MOU for Issue Management date July 13,2024 on its part to be performed or satisfied on or before the Closing Date.
- e) Prior to the Issue Closing Date, the Lead Manager and the Company shall have furnished to the Market Maker such further information, certificates, documents and materials as the Market Maker shall reasonably request in writing.
- 5.2 If any condition specified in Section 5.1 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Underwriters by written notice to the Company any time on or prior to the Issue Closing Date; provided, however, that this Section 5.2, Sections 3, 4, 7, 9, 10 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Agreement.

#### 6. FEES, COMMISIONS AND EXPENSES

6.1 In consideration of the underwriting obligations performed by the underwriters the Company shall pay the Underwriters the fees and commissions mutually agreed by the parties as per Schedule A in respect of the obligations undertaken by them. Such aggregate fee shall be divided in the manner set forth in Schedule A and will be paid to the Underwriters or such other persons as directed by the Underwriters from time to time. However, it may be noted that the rates so agreed upon shall be subject to the provisions of the Companies Act and that the obligation to pay underwriting commission shall arise only upon the underwriter fulfilling his underwriting obligation and duly subscribing to the shares, if any, devolved on him.

For Rajesh Power	For ISK Advisors Private Limited	For Sunflower Broking Private Limited	For and on behalf of all the selling shareholders
AHMEDABAD	made	P. Contractor	Blakes
Authorised Signatory Mr. Regruin Baldeviber Patel)	Authorised Signatory (Mr. Ronak Kadri)	Authorised Stenatory (Mr. Blank, Jora)	Authorised Signatory (Mr. Praful Baldevbhai Patel)

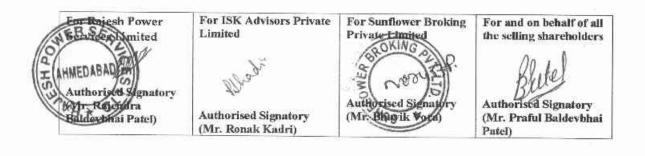


6.2 The Company shall not bear any other expenses or losses, if any, incurred by the Underwriters in order to fulfil their respective Obligations, except for the fees/commissions etc. mentioned in Schedule A of this Agreement.

#### 7. INDEMNITY

- a) The Underwriters herein (IAPL & SBPL ) shall indemnify and keep indemnified the Company for its own account and their respective Affiliates and all the respective directors, officers, employees, duly authorised agents and Controlling Persons(each, an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to the failure of underwriting obligations under this agreement and failure to perform as underwriters from time to time which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the wilful default or gross negligence on the part of the Underwriters. Such indemnify will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings.
- b) The Company shall indemnify and keep indemnified, each of the Lead Manager, Underwriters and Market Makers for its own account and their respective Affiliates and all the respective directors, officers, employees, professionals, duly authorised agents and Controlling Persons (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the Draft Prospectus and Prospectus or omission or alleged omission there from of a material fact necessary in order to make the statements therein in light of the circumstances under which they were made not misleading, or which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the wilful default or gross negligence on the part of the Company. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings. Provided however that the Company will not be liable to the lead Manager, Underwriters & Market Maker to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from any of the Underwriters severally, as the case may be, bad faith or gross negligence or wilful Misconduct, illegal or fraudulent acts, in performing the services under this Agreement.

#### 8. TERMINATION





- 8.1 Notwithstanding anything contained herein, the underwriters shall have the option to be exercised by him at any time prior to the opening of the Issue as notified in the prospectus of terminating this agreement under any or all of the following circumstances
  - If any representations/statements made by the Company to the underwriter and/or in the application forms, negotiations, correspondence, the prospectus or in this letter are or are found to be incorrect;
- A complete breakdown or dislocation of business in the major financial markets, affecting the cities of Mumbai, New Delhi, Kolkata or Chennai;
- iii. Declaration of war or occurrence of insurrection, civil commotion or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Mumbai, New Delhi, Kolkata or Chennai.
- 8.2 Notwithstanding anything contained in clause 8.1 above, in the event of the company failing to perform all or any of the covenants within time limits specified wherever applicable under this letter of underwriting, the underwriter shall inform the company with adequate documentary evidence of the breach/non-performance by Registered post/Speed post and acknowledgment obtained therefore, whereupon the underwriter shall be released from all or any of the obligations required to be performed by him.
- 8.3 The provisions of Sections 3, 4, 7, 9, 10 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Agreement.

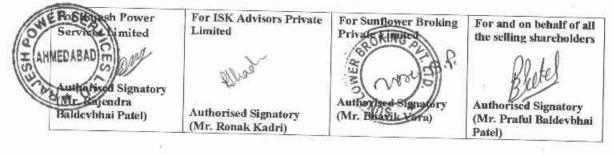
#### 9. NOTICES

Any notice or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, (b) sent by tele facsimile or other similar facsimile transmission, (c) or sent by registered mail, postage prepaid, address of the Party specified in the recitals to this Agreement, or to such fax number as may be designated in writing by such Party. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 9 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by tele facsimile transmission, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

# 10. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Company and the Underwriters are subject to the condition that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company or the Underwriter to adhere to the time limits shall unless otherwise agreed between the Company and the Underwriter, discharge the Underwriter and / or Company of his / their obligations under the Underwriting Agreement. This agreement shall be in force from the date of execution and will expire on completion of allotment for this Issue.

# 11. SEVERAL OBLIGATIONS



The Company and the Underwriters acknowledge and agree that they are all liable on several basis to each other in respect of the representations, warranties, indemnities, undertakings and other obligations given, entered into or made by each of them in this Agreement.

#### **12. MISCELLANEOUS**

The Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors. The Underwriters shall not assign or transfer any of its respective rights or obligations under this Agreement or purport to do so without the consent of the Company. The Company shall not assign or transfer any of their respective rights or obligations under this Agreement or purport to do so without the consent of the Company to do so without the consent of the Underwriter(s).

Once the issue price is finalised by the board of directors in consultation with the lead manager; an addendum to this agreement shall be entered into in order to give effect to various clauses which are subject to the issue price.

#### 13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

#### 14. ARBITRATION

Reference to arbitration - Any dispute arising out of this agreement between the Underwriters and the Company shall be referred to the Arbitration Committee constituted by the Stock Exchange in which the shares/debentures are to be listed and the decision of the Arbitration Committee shall be final and binding on both the parties.

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 Gujarat, India.

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.

#### 15. AMENDMENT

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement.

### 16. SEVERABILITY

For Rajesh Power	For ISK Advisors Private Limited	For Sunflower Broking	For and on behalf of all the selling shareholders
AHNEDABAD Authorised Signatory	Wak.	STATION OWER	Blatel
(PUT Rajondra Baldovibhai Patel)	Authorised Signatory (Mr. Ronak Kadri)	Autoritie Signatory (Mr. Sharik Vora)	Authorised Signatory (Mr. Praful Baldevbhai Patel)



If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

#### 17. COUNTERPARTS

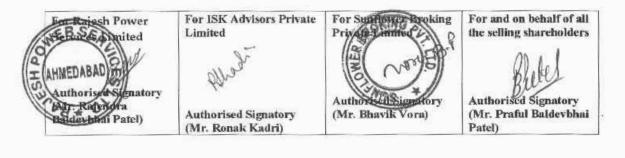
This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

#### **18. CUMULATIVE REMEDIES**

The rights and remedies of each of the parties and each indemnified person under Sections 7 and 8 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

#### **19. ILLEGALITY**

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.





#### 20. ASSIGNMENT

No party may assign any of its rights under this Agreement without the consent of the party against whom the right operates. No provision of this Agreement may be varied without the consent of the Lead Manager and Company.

The undersigned hereby certifies and consents to act as Underwriters to the aforesaid Issuing and to their name being inserted as Underwriters in the Draft Prospectus, Prospectus and Issuing Memorandum which the Company intends to issue in respect of the proposed Issuing and hereby authorize the Company to deliver this Agreement to SEBI and the SME Platform of BSE.

In witness whereof, the Parties have entered into this Agreement on the date mentioned above.

Witness

Name: Pahenuma pureshi	Name: Jauder Pithua
Signature	JD- Signature



# SCHEDULE A

# FEES, COMMISIONS AND EXPENSES

- The Issuer Company shall pay an Underwriting Commission of 5 % of the Issue size severally to IAPL.
- All applicable taxes will be additional and would be borne by the Company.



Ahmedabad

### SCHEDULE B

# LIST OF SELLING SHAREHOLDERS

SI. No.	Name of the Selling Shareholder
	Selling Shareholders
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

all of



Ahmedabad