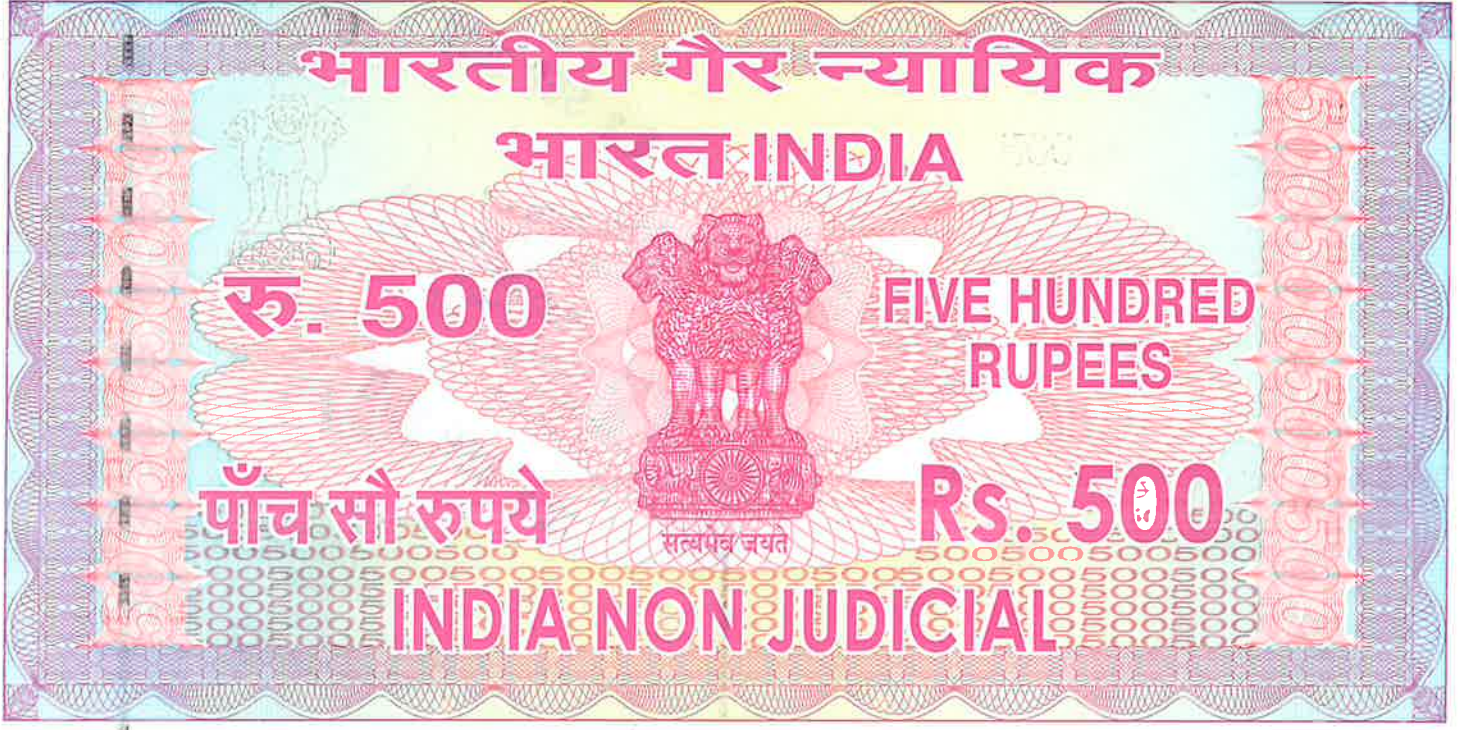




महाराष्ट्र MAHARASHTRA

2026

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प.मु.वि.क्र. ८००००९५
21 SEP 2026
सक्षम अधिकारी

श्री. दिपक इस्तफर

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE UNDERWRITING AGREEMENT DATED OCTOBER 05, 2026, ENTERED INTO BY AND AMONG RAVITA ENGINEERING SERVICES LIMITED (FORMERLY KNOWN AS POWERMECH SERVICES PRIVATE LIMITED AND RAVITA ENGINEERING SERVICES PRIVATE LIMITED) (THE "COMPANY" OR "ISSUER"), AND VIVRO FINANCIAL SERVICES PRIVATE LIMITED (THE "UNDERWRITER").



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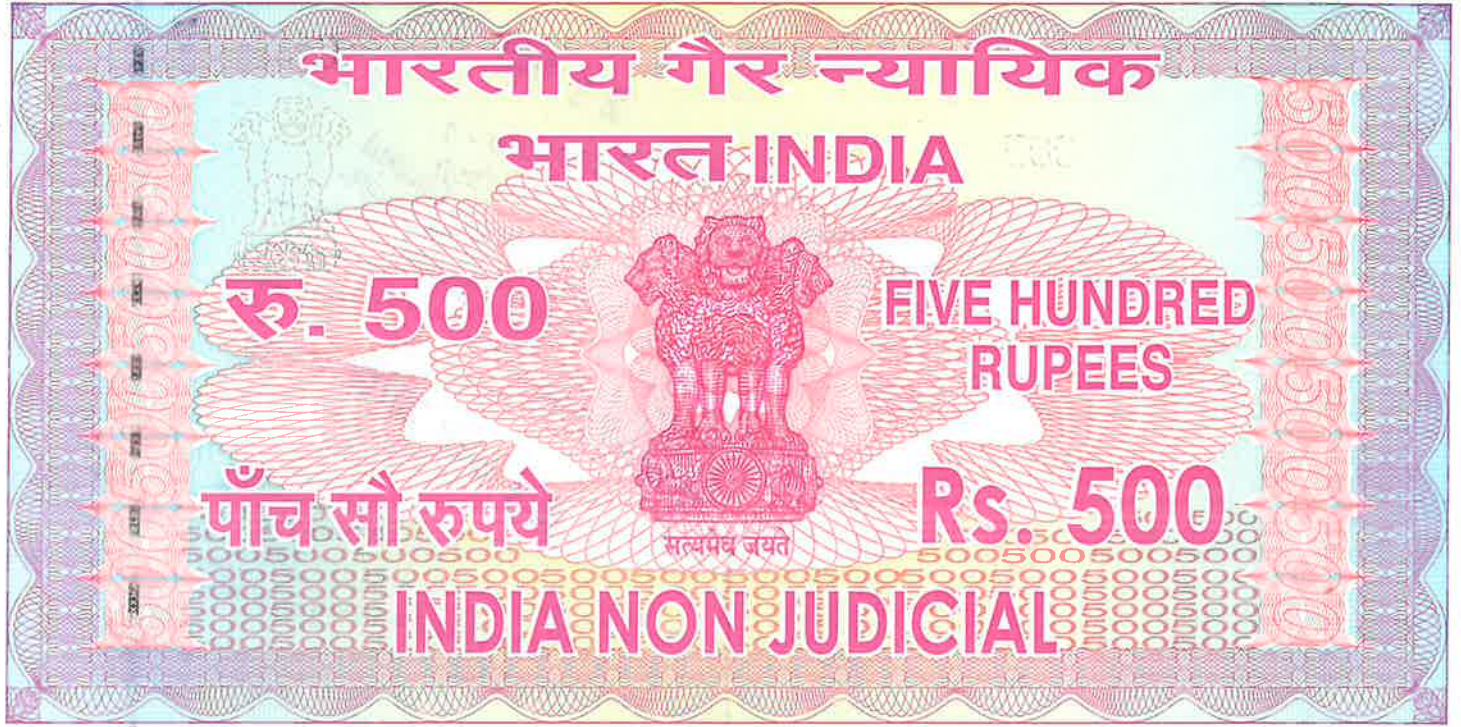
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Only for Affidavit

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मुद्रांक विभाग येथील रहिवासी
मुद्रांक विभाग येथील नोंद वही

Ravita Engineering Services Limited
Office no 202, 2nd floor, Mayurash Square,
Plot no 17, Sector 15, CBD Belapur,
Maharashtra India 400614

23 SEP 2020

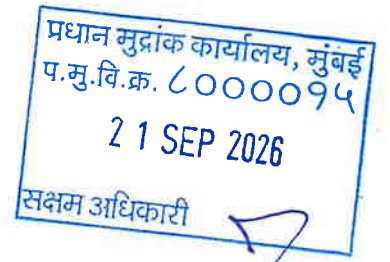
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आगवती वनसंरक्षण विभाग, अहमदनगर जिल्हा, मुजई-६९.
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महाराष्ट्र MAHARASHTRA

❶ 2026 ❶

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श्री. दिपक हस्तकर

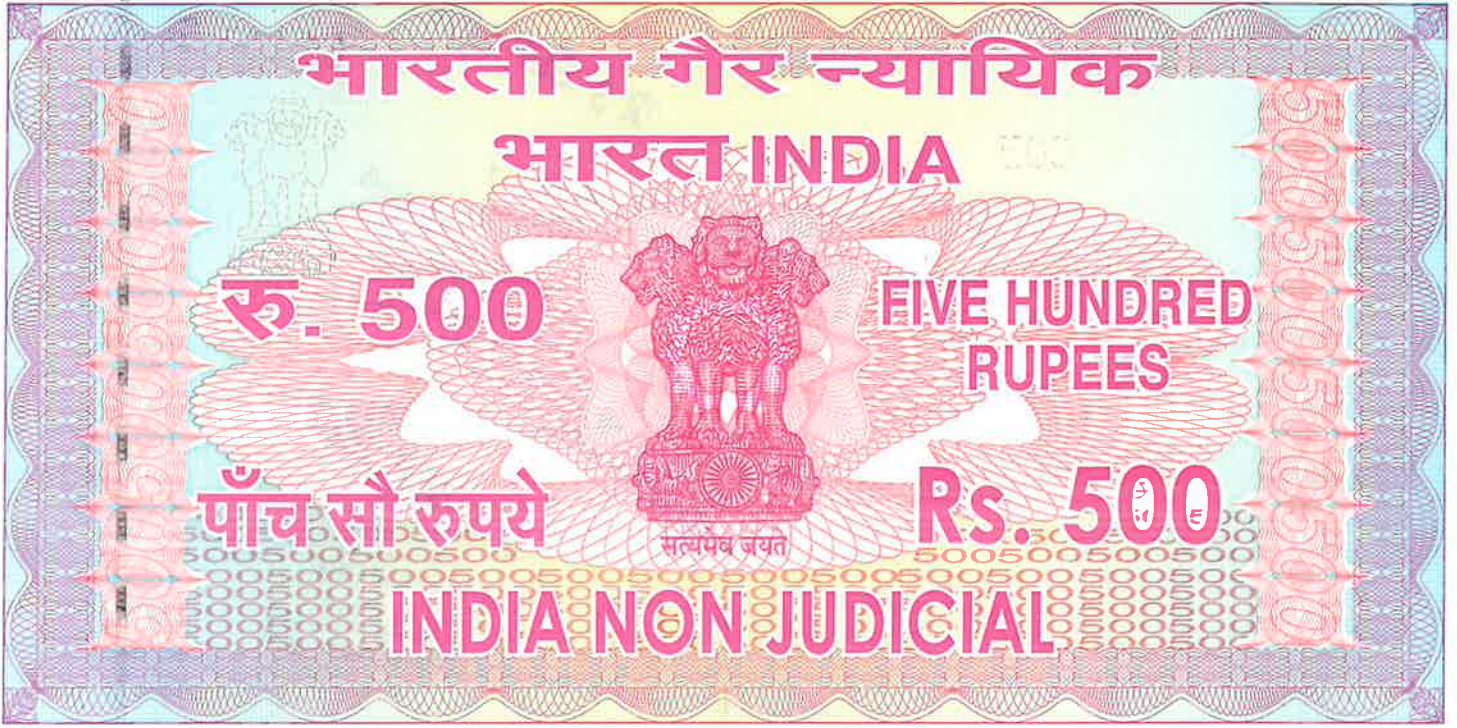
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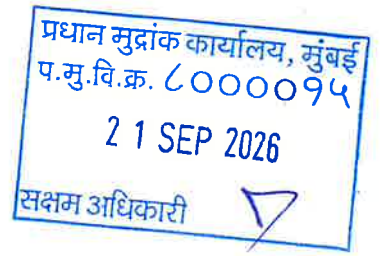
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2026

FE 638563



श्री. दिपक हस्तकर

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE UNDERWRITING AGREEMENT DATED OCTOBER 05, 2026, ENTERED INTO BY AND AMONG RAVITA ENGINEERING SERVICES LIMITED (FORMERLY KNOWN AS POWERMECH SERVICES PRIVATE LIMITED AND RAVITA ENGINEERING SERVICES PRIVATE LIMITED) (THE "COMPANY" OR "ISSUER"), AND VIVRO FINANCIAL SERVICES PRIVATE LIMITED (THE "UNDERWRITER").



123 SEP 2020

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आडपत्र-9 Annexure - 1
फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक क्रमांक येथल्याचे नांव
मुद्रांक क्रमांक येथल्याचे रहिवासी पत्ता
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क्रमांक येथल्याचे
ज्या कारणासाठी क्रमांक येथल्याचे
क्रमांक येथल्याचे

Ravita Engineering Services Limited
Office no 202, 2nd Floor, Mayurash Square,
Plot no 17, Sector 15, CBD Belapur,
Maharashtra India 400614

123 SEP 2020

DATED OCTOBER 05, 2026

UNDERWRITING AGREEMENT

BETWEEN

RAVITA ENGINEERING SERVICES LIMITED
(Formerly known as Powermech Services Private Limited
and Ravita Engineering Services Private Limited)
(the "Company")

AND

VIVRO FINANCIAL SERVICES PRIVATE LIMITED
(in its capacity as a "Underwriter")

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UNDERWRITING AGREEMENT

This Underwriting Agreement (the “**Agreement**”) is entered into on **5th day of October, 2026** at **Mumbai** by and among:

RAVITA ENGINEERING SERVICES LIMITED (Formerly known as “*Powermech Services Private Limited*” and “*Ravita Engineering Services Private Limited*”), a company incorporated under the provisions of Companies Act, 1956, having its registered office at, Office No. 202, 2nd Floor, Mayuresh Square, Plot No.17, Sector – 15, CBD Belapur, - 4000614, Navi Mumbai, India (hereinafter referred to as “**the Company**” or “**Issuer**”) 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

VIVRO FINANCIAL SERVICES PRIVATE LIMITED, a company incorporated under provisions of the Companies Act, 1956 and having its Registered Office at 11, Shashi Colony, Opp. Suvidha Shopping Centre, Paldi, Ahmedabad 380007, Gujarat, India and its corporate office at 607/608 Marathon Icon, Opp. Peninsula Corporate Park, Off. Ganpatrao Kadam Marg, Veer Santaji Lane, Lower Parel, Mumbai 400013, Maharashtra, India (hereinafter referred to as “**VIVRO**” or “**Book Running Lead Manager**” the “**BRLM**” or “**Underwriter**” or “**Underwriter to the Issue**”), 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**.

(In this Agreement the Company and Vivro Financial Services Private Limited are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS:

- (A) The Company proposes to undertake an initial public offering of equity shares of face value of ₹5/- each (the “**Equity Shares**”), aggregating to an issue size of up to 1,25,00,000 equity shares (the “**Issue**”). The Issue shall be undertaken in accordance with the Companies Act, 2013 and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”), through the book building process (the “**Book Building Process**”), as prescribed under the SEBI ICDR Regulations, at such price as may be determined by the Company, through its IPO Committee, in consultation with the Book Running Lead Manager (the “**Issue Price**”), and in accordance with applicable law.
- (B) The Issue comprises a fresh issue of 1,03,62,000 Equity Shares of face value of ₹5/- each of which 5,22,000 Equity Shares are reserved for subscription by the Market Maker (the “**Market Maker Reservation Portion**”). The Issue, excluding the Market Maker Reservation Portion, i.e., 98,40,000 Equity Shares (the “**Net Issue**”), will be available for allocation to eligible investors. The Issue and the Net Issue will constitute 27.50% and 26.11%, respectively, of the post-issue paid-up equity share capital of our Company. The Issue is being made in accordance with applicable laws, to institutional investors, non-institutional investors, and individual investors in India, in compliance with the prescribed minimum application size. The Issue shall be conducted through Book Building Issue pursuant to SEBI ICDR Regulations, 2018 as amended, pursuant to which the Equity Shares are to be issued at the Issue Price as may be decided.
- (C) The Issuer has obtained approval for the Issue pursuant to the Board resolution dated February 02, 2026 and the shareholders’ approval pursuant to a special resolution dated February 26, 2026, which collectively authorise the Issuer’s Board of Directors, or any duly authorised representatives, for the purposes of the Issue, to issue and sign the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, this Agreement, the Issue Agreement (as defined herein), the Underwriting Agreement (as defined herein), any amendments or supplements



thereto, and any other documents or writings as may be required in connection with the Issue, and to do all such acts, deeds and things as may be necessary or incidental thereto.

- (D) The Company has filed the draft red herring prospectus (the “**DRHP**”) and draft abridged prospectus (the “**Draft Abridged Prospectus**”) dated March 25, 2026, with National Stock Exchange of India Limited on its EMERGE platform (“**NSE EMERGE**”). Pursuant to the observations received, the Company has filed an addendum to the DRHP dated June 24, 2026 (the “**Addendum**”). The National Stock Exchange of India Limited has granted its in-principle approval for the listing of the Equity Shares pursuant to the Issue. Pursuant thereto, the Company proposes to file the red herring prospectus (the “**Red Herring Prospectus**” or “**RHP**”) with the Registrar of Companies, Maharashtra at Mumbai – II (the “**RoC**”) and the stock exchange and thereafter file the prospectus (the “**Prospectus**”) with the RoC and the stock exchange, in accordance with applicable law.
- (E) The Issuer has appointed Vivro Financial Services Private Limited (the “**VIVRO**”) to manage the Issue as the sole Book Running Lead Manager and VIVRO has accepted the engagement in terms of their Issue Agreement dated March 19, 2026 as amended, subject to the terms and conditions set forth therein.
- (F) One of the requirements of issuing shares to the Public in accordance with the Chapter IX of the SEBI ICDR Regulations, as specified in Regulation 260(2) of the said Regulations is that the Issue shall be one hundred percent underwritten and that the Book Running Lead Manager shall underwrite at least 15% of the Issue.
- (G) The Issuer approached VIVRO to act as the Underwriters for this Issue and requested to underwrite 100% of the Issue including the Market Maker Reservation Portion. VIVRO has accepted such proposal and confirmed that there is no conflict of interest arising from such transaction or arrangement.
- (H) Hence, VIVRO shall alone act as Underwriter to the Issue and the Parties have therefore agreed to enter into this Agreement for the purpose of recording the underwriting arrangement and other things as required under 9(A)(g) of Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992 or 14(d) of Securities and Exchange Board of India (Stock Brokers) Regulations, 2026.

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:

“Affiliate”

“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 which is a holding company, subsidiary or joint venture of such Party, and/or (iii) 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 shareholders beneficially holding, directly or



indirectly, through one or more intermediaries, a 20% 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 "holding company" and "subsidiary" have the respective meanings set forth in Sections 2(46) and 2(87) of the Companies Act, 2013, respectively. The Promoters, the members of the Promoter Group and the Group Companies shall be deemed to be Affiliates of the Company. The terms "Promoters", "Promoter Group" and "Group Companies" shall have the meanings given to the respective terms in the Issue Documents. For the avoidance of doubt, for the purpose of this Agreement, any reference in this Agreement to Affiliates includes any person that would be deemed an "affiliate" under Rule 405 or Rule 501(b) under the U.S. Securities Act, as applicable.

"Allotment" or "Allotted"

shall mean, unless the context otherwise requires, allotment of the Equity Shares pursuant to the Issue to the successful Bidders.

"Agreement"

shall mean this Agreement or any other agreement as specifically mentioned and all amendments thereto.

"Application"

shall mean an indication to make an issue during the issue Period by an Applicant, pursuant to submission of Application Form, to subscribe for or purchase Equity Shares at the Issue Price including all revisions and modifications thereto, to the extent permissible under the SEBI ICDR Regulations 2018.

"Application Amount"

shall mean the number of Equity Shares applied for and as indicated in the Application Form multiplied by the price per Equity Share payable by the Applicants on submission of the Application Form.

**"Applicant" / "Bidder"
/ "Investor"**

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

**"Application Supported by
Blocked Amount" / "ASBA"**

shall mean an application, whether physical or electronic, used by ASBA Bidders, to make a Bid and authorize an SCSB to block the Bid Amount in the relevant ASBA Account and will include applications made by UPI Bidders using the UPI Mechanism where the Bid Amount will be



blocked upon acceptance of UPI Mandate Request by the UPI Bidders using the UPI Mechanism.

“Arbitration Act”

shall mean the Arbitration and Conciliation Act, 1996, as amended, modified or re-enacted from time to time, and the rules made thereunder.

“ASBA Form”

The form in terms of which an Applicant shall make an Application and which shall be considered as the application for the Allotment pursuant to the terms of the Prospectus.

“Application Period”

shall mean the period between the Issue Opening Date and the Issue Closing Date (inclusive of both dates) and during which prospective Applicants can submit their Applications.

“Bid”

shall mean an indication to make an issue during the Bid/Issue Period by an ASBA Bidder pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/Issue 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.

“Bid/Issue Opening Date”

shall mean, except in relation to Anchor Investors, any such date on which the Designated Intermediaries shall start accepting Bids for the issue, within the application hours which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper in Maharashtra.

“Bid/Issue Period”

shall mean, except in relation to Anchor Investors, the period between the Bid/Issue Opening Date and the Bid/Issue Closing Date, inclusive of both days, during which Bidders (excluding Anchor Investors) can submit their Bids, including any revisions thereof in accordance with the SEBI ICDR Regulations and the terms of the Draft Red Herring Prospectus. Provided that the Bidding shall be kept open for a minimum of three Working Days for all categories of Bidders, other than Anchor Investors. Our Company, in consultation with BRLM, may consider closing the Bid/Issue Period for QIBs one Working Day prior to the Bid/Issue Closing Date, in accordance with the SEBI ICDR Regulations.

“Bid”/ “Issue Period”

Except in relation to Anchor Investors, the period between the Bid/Issue Opening Date and the Bid/Issue Closing Date, inclusive of both days,



during which Bidders (excluding Anchor Investors) can submit their Bids, including any revisions thereof in accordance with the SEBI ICDR Regulations and the terms of the Draft Red Herring Prospectus. Provided that the Bidding shall be kept open for a minimum of three Working Days for all categories of Bidders, other than Anchor Investors. Our Company, in consultation with BRLM, may consider closing the Bid/Issue Period for QIBs one Working Day prior to the Bid/Issue Closing Date, in accordance with the SEBI ICDR Regulations.

"Bidding"

shall mean the process of making the Bid.

"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, as the case may be, upon submission of the Bid in the Issue, as applicable. In the case of Individual Investors who apply for minimum application size Bidding at the Cut off Price, the Cap Price is multiplied by the number of Equity Shares Bid for by such individual investors who apply for minimum application size and mentioned in the Bid cum Application Form.

"Book Building Process"

shall mean the Book Building Process as provided in Part A of Schedule XIII of the SEBI ICDR Regulations, in terms of which the Issue is being made.

"Book Running Lead Manager"
or **"BRLM"** or **"Merchant Banker(s)"**

shall mean Vivro Financial Services Private Limited.

"Companies Act"

shall mean Companies Act, 1956 and the Companies Act, 2013, with the rules framed thereunder to the extent notified 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, 2018, as amended from time to time.

"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 of the Company dated March 25, 2026, which was filed with NSE EMERGE in accordance with the Companies Act, 2013 for getting in-principle listing approval;



“Designated Stock Exchange”
/ “Stock Exchange”/
“EMERGE platform of
National Stock Exchange of India Limited”/
“NSE EMERGE”/

shall mean the separate platform for listing companies for the purpose of issuing its Equity Shares to the public in terms of Chapter IX of the SEBI ICDR Regulations, as amended from time to time, opened and operated by the National Stock Exchange of India Limited.

“Engagement Letter”

shall mean the engagement letter executed between the Issuer and the Underwriter(s)

“Indemnified Party”

shall have the meaning given to such term in this Agreement and shall be read and construed in context of the text to which it pertains.

“Indemnifying Party”

shall have the meaning given to such term in this Agreement and shall be read and construed in context of the text to which it pertains.

“Issue Shares”

1,03,62,000 equity shares of face value of ₹5/- each proposed to be issued in the initial public offering of the Company.

“Issue Closing Date”

shall mean except in relation to any Bids received from the Anchor Investors, any such date on completion of the application hours after which the Collection Bankers will not accept any Applications for the Issue, which shall be notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper in Mumbai, Maharashtra.

“Issue Price”

shall mean the final price at which Equity Shares will be Allotted to successful ASBA Bidders in terms of the Red Herring Prospectus which will be decided by our Company, in consultation with the BRLM, on the Pricing Date, in accordance with the Book-Building Process and in terms of the Red Herring Prospectus. Equity Shares will be Allotted to Anchor Investors at the Anchor Investor Issue Price, which will be decided by our Company, in consultation with the BRLM, on the Pricing Date, in accordance with the Book-Building Process and in terms of the Red Herring Prospectus.

“Issue Agreement”

shall mean the Issue agreement dated March 25, 2026, entered between the Issuer and the Book Running Lead Manager.



<i>"Individual investors"</i>	Individual investors who apply for Minimum Application Size.
<i>"Individual Investor Portions"</i>	shall mean portion of the Issue being not less than 35% of the Net Issue consisting of 98,40,000 Equity Shares which shall be available for allocation to Individual Investors (subject to valid Bids being received at or above the Issue Price), which shall not be less than the minimum application size subject to availability in the Individual Investor Portion, and the remaining Equity Shares to be Allotted on a proportionate basis.
<i>"Market Maker Reservation Portion"</i>	shall mean the reserved portion of 5,22,000 Equity Shares of the face value of ₹5/- each, at an Issue Price as may be decided, reserved for subscription by Market Maker.
<i>"Market Making Agreement"</i>	shall mean the agreement entered between Issuer, Book Running Lead Manager and Market Maker.
<i>"Market Maker"</i>	shall mean any person who is registered as market maker with EMERGE Platform of National Stock Exchange of India Limited.
<i>"Minimum Application Size"</i>	shall mean minimum application size shall be two lots provided that the minimum application size shall be above ₹ 2 Lakhs.
<i>"Net Issue"</i>	comprise a Net Issue to the Public of 98,40,000 Equity Shares of the face value of ₹ 5/- each, at an Issue Price as determined by the Company, in consultation with the BRLM pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC.
<i>"Non-institutional Investors"</i>	All Applicants, including FPIs which are individuals, corporate bodies and family offices, that are not QIBs or Individual Investors and to whom allocation shall be made in the following manner: - one out of the portion available to Non-Institutional Investors, one-third shall be reserved for applicants applying for more than two lots and up to such number of lots equivalent to an application size of not more than ₹10,00,000, and - the remaining two-thirds shall be reserved for applicants applying for an application size of more than ₹10,00,000. Provided that the unsubscribed portion in either of the sub-categories specified in clauses (a) or (b),



“Issue Documents”

may be allocated to applicants in the other sub-category of Non-Institutional Investors.

shall collectively mean the DRHP, the Draft Abridged Prospectus, the RHP, the Abridged Prospectus, the Addendum, the Prospectus, the Pricing Supplement for the Issue, the Bid-cum-Application Form and the Issuing Memorandum, including all supplements, corrections, amendments, addenda and corrigenda thereto.

“Prospectus”

shall mean the Prospectus of the Issuer which will be filed with EMERGE Platform of National Stock Exchange of India Limited and RoC and others in accordance with the Companies Act, 2013.

“Public Issue Account”

shall mean the account opened with the Banker to the Issue to receive monies from the SCSBs from the bank account of the ASBA applicant, on the designated date.

“Red Herring Prospectus”

shall mean the Red Herring Prospectus of the Issuer which will be filed with EMERGE Platform of National Stock Exchange of India Limited and RoC and others in accordance with the Companies Act, 2013.

***“Registrar to the Issue” or
“Registrar”***

shall mean MUFG Intime India Private Limited (formerly Link Intime India Private Limited), a Company within the meaning of the Companies Act, 1956 and having its registered office at C 101, Embassy 247, L.B.S Marg, Vikhroli West, Mumbai 400 083, Maharashtra, India.

***“Registrar of Companies”
or “ROC”***

shall mean the Registrar of Companies, Maharashtra, situated at Mumbai II.

***“Qualified Institutional Buyers”
or “QIBs”***

shall mean a qualified institutional buyer as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations.

“SEBI”

shall mean the Securities and Exchange Board of India/Board.

“SEBI Act”

shall mean the Securities and Exchange Board of India Act, 1992.

“SEBI ICDR Regulations”

shall mean the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended and as applicable to the Issue.

“Underwriter(s)”

shall mean Vivro Financial Services Private Limited.



- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 words denoting the singular shall include the plural and vice versa;
- 1.2.2 words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- 1.2.3 headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 1.2.4 references to the word "include" or "including" shall be construed without limitation;
- 1.2.5 references to this Underwriting Agreement or to any other agreement, deed or other instrument shall be construed as a reference to this Underwriting Agreement or such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted;
- 1.2.6 reference to any party to this Underwriting 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 assignees;
- 1.2.7 references 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
- 1.2.8 a reference to an article, clause, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, paragraph or schedule of this Agreement;
- 1.2.9 reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
- 1.2.10 Capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red Herring Prospectus, Red Herring 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

- 2.1 On the basis of the representations and warranties contained in this Agreement and subject to its terms and conditions, the Underwriter 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:
- 2.1.1 Following will be the underwriting obligations:

Details of Underwriter	No. of shares Underwritten	Amount Underwritten (₹ in lakhs)	% of the Total Issue Size Underwritten
Vivro Financial Services Private Limited Address: 607/608 Marathon Icon, Opp. Peninsula Corporate Park, Off.	1,03,62,000*	#	100%



Details of Underwriter	No. of shares Underwritten	Amount Underwritten (₹ in lakhs)	% of the Total Issue Size Underwritten
Ganpatrao Kadam Marg, Veer Santaji Lane, Lower Parel, Mumbai 400013 Registration No: INM000010122 Email id: investors@vivro.net Website: www.vivro.net Contact Person: Vivek Vaishnav CIN: U67120GJ1996PTC029182			

*Includes 5,22,000 Equity shares of the Market Maker Reservation Portion which are to be subscribed by the Market Maker in order to claim compliance with the requirements of Regulation 261(4) of the SEBI ICDR Regulations, 2018.

"Amount Underwritten shall be finalized at the stage of the Prospectus and shall be disclosed therein.

- 2.1.2 The Issuer shall, before delivering a copy of the Prospectus to the RoC make it available to the Underwriter, which Prospectus shall be as modified in light of the observations made by the NSE EMERGE while issuing the in-principle letter. The Underwriter shall, before executing its obligations under this Agreement, satisfy itself with the terms of the Issue and other information and disclosures contained therein.
- 2.1.3 The Prospectus shall be delivered by the Issuer to the RoC for filing in accordance with the provisions of the Companies Act, 2013, as may be amended from time to time, but no later than one year from the date of this Agreement or such extended period(s) as the Underwriter may approve in writing, time being the essence of this Agreement. The Issuer 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 Issuer shall comply with such requirements as may be stipulated by the NSE EMERGE, SEBI, RoC or the Book Running 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 the NSE EMERGE or SEBI as being material in nature and essential for the contract of Underwriting.
- 2.1.4 The Company shall make available to the Underwriters a minimum of two application forms forming part of the abridged prospectus for every one lakh rupees of underwriting accepted, and one copy of the prospectus for every ten lakh rupees of underwriting accepted by the Underwriter. If the Underwriters desire to receive a higher number of application forms and/or copies of the prospectus than specified above, they shall intimate their requirements, which shall be considered a condition for acceptance of this Underwriting Agreement. The Company shall deliver the accepted quantity of application forms and prospectus as soon as the prospectus is filed with the Registrar of Companies, but in any event not later than 3 (three) days prior to the date of opening of the Issue. Proof of such delivery shall be retained by the Company.
- 2.1.5 The subscription list for the Issue shall open not later than three months from the date of this Agreement or such extended period(s) as the Underwriter may agree to in writing. The subscription list shall be kept open by the Issuer for a minimum period of 3 (three) working days and if required by the Underwriter, the same may be kept open upto a maximum of 10 (ten) working days, failing which the Underwriter shall not be bound to discharge the underwriting obligations under this Agreement.
- 2.1.6 All the applications made by any applicant except by Market Maker in its account shall be construed to be part of the Net Issue applications.



- 2.1.7 With regard to the Market Maker Reservation Portion, it is compulsory that the Market Maker subscribe to the specific portion of the Issue set aside as Market Maker Reservation Portion as it needs to be subscribed in its account in order to claim compliance with the requirements of Regulation 261 of the SEBI ICDR Regulations, 2018. Accordingly, Market Maker shall ensure that its portion of 5,22,000, Equity Shares are subscribed in its account prior to the closure of the Issue.
- 2.1.8 In terms of clause 2.1.7 above, Vivro Financial Services Private Limited i.e., the Underwriter for the Net Issue shall be entitled to arrange for sub-underwriting of its underwriting obligation on its own account with any person or persons on terms to be agreed upon between them. Notwithstanding such arrangement, the Underwriter shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-underwriters/market maker to discharge their respective sub-underwriting/subscription obligations, shall not exempt or discharge the Underwriter of its underwriting obligation under this Agreement.
- 2.1.9 If the Net Issue is undersubscribed, Vivro Financial Services Private Limited being the Underwriter for such portion shall be responsible to subscribe/procure subscription to the unsubscribed shares. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1.1 above.
- 2.1.10 The application bearing the stamp of the Underwriter or as the case may be the sub-underwriter 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 at 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.
- 2.1.11 Only the Underwriter for the Net Issue shall be entitled to arrange for sub-underwriting of its underwriting obligation on his own account with any person or persons on terms to be agreed upon between them. Notwithstanding such arrangement, the Underwriter shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-underwriters to discharge their respective sub-underwriting obligations, shall not exempt or discharge the underwriter of his underwriting obligation under this Agreement.
- 2.1.12 The said underwriting obligations for the Underwriter in case of shortage in the respective portions shall be discharged in the manner mentioned below:
- (a) The Issuer shall, on the date of subscription list, communicate in writing to the 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 Issuer shall make available to the Underwriter, the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from the Issuer's statutory auditors.
 - (c) The Underwriter on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case within 60 (Sixty) days from the date of closure of the Issue, in the manner specified in clauses 2.1.8, 2.1.9 and elsewhere in this Agreement, make or procure the applications to subscribe to the shares and submit the same together with the application moneys to the Issuer 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 Issuer shall be free to make arrangements



with one or more persons to subscribe to such shares without prejudice to the rights of the Issuer to take such measures and proceedings as may be available to it against the Underwriter including the right to claim damage for any loss suffered by the Issuer by reason of failure on the part of the Underwriter to subscribe to the shares as aforesaid.

3 Representations and Warranties by the Underwriter

- 3.1 The Underwriter hereby declares that it satisfies the net worth/capital adequacy requirements specified under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992/ Securities and Exchange Board of India (Stock Brokers) Regulations, 2026 or the bye-laws of the Stock Exchange of which the Underwriter is a member and that it is competent to undertake the underwriting obligations mentioned in Clause 2 hereinabove.
- 3.2 The Underwriter hereby declares that the Underwriter being a Merchant Banker is entitled to carry on the business as an Underwriter.
- 3.3 The Underwriter confirms to the Issuer that it is responsible and liable to the Issuer, for any breach of the SEBI Act, 1992 and the rules or regulations made thereunder. The Underwriter further confirms that it shall abide by its duties, functions, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992.
- 3.4 In addition to any representations of the Underwriter under the registration of Issue Documents filed with the National Stock Exchange of India Limited, the Underwriter hereby represents and warrants that:
 - 3.4.1 it has taken all necessary actions to authorize the signing and delivery of this Agreement;
 - 3.4.2 the signing, delivery and performance of this Agreement by the Underwriter does not and will not violate, conflict with, contravene, or result in a breach or default under any law, rule, regulation, order, or judgment, or any agreement, document, or instrument, binding on or applicable to the Underwriter;
 - 3.4.3 it will comply with all of its respective obligations set forth in this Agreement;
 - 3.4.4 it shall ensure compliance with the applicable laws and rules laid down by the SEBI and National Stock Exchange of India Limited with respect to Underwriting in general and underwriting this Issue in specific;
 - 3.4.5 it shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time;
 - 3.4.6 all actions required to be taken, fulfilled or things required to be done (including, but without limitation, the making of any filing or registration) for the execution, delivery and performance by the Underwriter of its obligations under this Agreement and performance of the terms thereof have been taken, fulfilled or done and all consents, authorizations, orders or approvals required for such execution, delivery and performance have been unconditionally obtained and remain in full force and effect;
 - 3.4.7 unless otherwise expressly authorized in writing by the Issuer, neither the Underwriter nor any of its Affiliates nor any of its or their respective directors, employees or agents, has made or will make any verbal or written representations in connection with the Issue other than those representations made pursuant to the terms and conditions set forth in this Agreement or contained in the Issue Documents or in any other document, the contents of which are or have been expressly approved or provided for in writing for the Issue purpose by the Issuer;
- 3.5 The Underwriter acknowledges that it is under a duty to notify the Issuer and the NSE EMERGE immediately in case it becomes aware of any breach of a representation or a warranty.



4 Representations and Warranties by the Issuer Company

- 4.1 The Issuer warrants that all consents, sanctions, clearances, approvals, permissions, licenses, etc., in connection with the business operations as detailed in the Draft Red Herring Prospectus/Red Herring Prospectus/Prospectus or required for completing the Draft Red Herring Prospectus/Red Herring Prospectus/Prospectus have been obtained or will be obtained and the same shall remain effective and in force until the allotment of all the shares is completed.
- 4.2 In addition to any representations of the Issuer under the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus, the Issuer hereby represents and warrants that:
- 4.2.1 it has taken all necessary actions to authorize the signing and delivery of this Agreement;
- 4.2.2 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 Issuer.
- 4.2.3 it will comply with all of its respective obligations set forth in this Agreement.
- 4.2.4 it shall ensure compliance with the applicable laws and rules laid down by SEBI and National Stock Exchange of India Limited with respect to the role of the Issuer in the market making process in general and market making process in the shares of the Issuer in specific.
- 4.2.5 it shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, stock exchanges and related associations from time to time.
- 4.3 The Issuer acknowledges that they are under duty to notify the Underwriter and Book Running Lead Manager and the NSE EMERGE immediately in case they become aware of any breach of a representation or a warranty.

5 Representations and Warranties by the Book Running Lead Manager

- 5.1 In addition to any representations of the Book Running Lead Manager under the due diligence certificate and Underwriting Agreement, the Book Running Lead Manager hereby represents and warrants that:
- 5.1.1 it has taken all necessary actions to authorize the signing and delivery of this Agreement;
- 5.1.2 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 Book Running Manager;
- 5.1.3 it will comply with all of its obligations set forth in this Agreement;
- 5.1.4 it shall ensure compliance with the applicable laws and rules laid down by SEBI and National Stock Exchange of India Limited with respect to the role of the Book Running Lead Manager in the Market Making process in general and Market Making process in the shares of the Issuer in specific;
- 5.1.5 it shall follow fair trade practices and abide by the code of conduct and ethical standards specified by SEBI, the stock exchanges and related associations from time to time.



- 5.2 The Book Running Lead Manager acknowledges that it is under duty to notify the Issuer and the NSE EMERGE immediately in case it becomes aware of any breach of a representation or a warranty.

6 Conditions to the Underwriter's Obligations

- 6.1 The obligations of the Underwriter under this Agreement are subject to the following conditions:
- 6.1.1 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, National Stock Exchange of India Limited or any other governmental, regulatory or judicial authority, which in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to carry out the underwriting obligations.
- 6.1.2 The representations and warranties of the Issuer contained in this Agreement shall be true and correct on and as of the Issue Closing Date and that the Issuer shall have complied with all the conditions and obligations under this Agreement and the Issue Agreement on its part to be performed or satisfied on or before the Issue Closing Date.
- 6.1.3 The Underwriter shall have received evidence satisfactory to it that the Equity Shares have been approved in-principle for listing on NSE EMERGE and that such approvals are in full force and effect as of the Issue Closing Date.
- 6.1.4 Prior to the Issue Closing Date, the Book Running Lead Manager and the Issuer shall have furnished to the Underwriter such further information, certificates, documents and materials as the Underwriter shall reasonably request in writing.
- 6.2 If any condition specified in Clause 6.1 shall not have been fulfilled as and when required to be fulfilled, this Agreement may be terminated by the Underwriter(s) by written notice to the Issuer any time on or prior to the Issue Closing Date; provided, however, that the provisions of Clauses 3, 6, 7, 8, 9, 17 and 23 shall survive the termination of this Agreement.

7 Fees, Commissions and Expenses

- 7.1 In consideration of the underwriting obligations performed by the Underwriter, the Issuer shall pay the Underwriter the fees and commissions as per **SCHEDULE A** as mutually agreed by the parties in respect of the obligations undertaken by them. Such fee shall be paid to the Underwriter from time to time. However, it may be noted that the rates or fees so agreed upon shall be subject to the provisions of Companies Act and that the obligation to pay underwriting commission shall arise upon execution of this Agreement irrespective of the fact whether there is any devolvement or no devolvement on the underwriter towards undersubscription.
- 7.2 The Issuer shall not bear other expenses or losses, if any, incurred by the Underwriter in order to fulfil its obligations, except for the fees/commissions etc.

8 Indemnity

- 8.1 The Underwriter shall indemnify and keep indemnified the Issuer for its own account and on the account of its Affiliates and all the Issuer's 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 the underwriting obligations under this Agreement and failure to perform as Underwriter. Provided however that the Underwriter will not be liable to the Issuer 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 the Issuer or due to bad faith or gross negligence or wilful misconduct, illegal or fraudulent acts, in performing the services under this Agreement by the Issuer. 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.

- 8.2 The Issuer shall indemnify and keep indemnified, the Book Running Lead Manager, the Underwriter and Market Maker for its own account and on the account of its Affiliates and all the respective directors, officers, employees, professionals, duly authorised agents and Controlling Persons of the Book Running Lead Manager, the Underwriter and Market Maker (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 Red Herring Prospectus, Addendum, Red Herring Prospectus and Prospectus or omission or alleged omission therefrom 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 Issuer. Such indemnity shall 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 Issuer will not be liable to the Book Running Lead Manager, Underwriter and 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 the Underwriter or due to bad faith or gross negligence or wilful misconduct, illegal or fraudulent acts, in performing the services under this Agreement by the Underwriter.
- 8.3 The indemnity provisions contained in this Clause 8 and the representations, warranties and other statements of the Issuer, the Book Running Lead Manager and the Underwriter contained in this Agreement shall remain operative and in full force and effect regardless of (i) termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter or its directors, officers, employees, agents and representatives, or by or on behalf of the Issuer, its respective officers or directors or any Affiliate or person Controlling the Issuer, and (iii) acceptance of and payment for any of the Equity Shares.

9 Termination

- 9.1 The Underwriters' engagement shall, unless terminated earlier pursuant to the terms of this Agreement, continue until the earliest to occur of the following: (i) the commencement of trading of the Equity Shares on NSE EMERGE; (ii) the expiry of 12 months from the date of the observation letter/in-principle approval issued by NSE EMERGE in relation to the Draft Red Herring Prospectus; (iii) such other date as may be mutually agreed among the Parties in writing; or (iv) the termination of the Engagement Letter in relation to the Issue, whereupon this Agreement shall automatically terminate.
- 9.2 In the event this Agreement is terminated pursuant to this Clause 9.1 before the commencement of trading of the Equity Shares on NSE EMERGE, the Parties agree to take all steps necessary, including withdrawal of the Red Herring Prospectus and/or Prospectus and the related application(s) filed with NSE EMERGE, as soon as practicable after such termination.
- 9.3 Termination of this Agreement under this Clause 9.1 shall not affect (a) any rights or obligations of the Parties accrued prior to such termination, including in respect of fees, costs and expenses payable to the Underwriters for services rendered up to the date of termination; and (b) the representations, warranties, indemnities, and confidentiality obligations of the Parties under this Agreement, which shall survive such termination.



- 9.4 Notwithstanding anything contained herein, the Underwriter/Book Running Lead Manager shall have the option of terminating this Agreement by giving a notice in writing to the Issuer, to be exercised by it at any time prior to the opening of the Issue as notified in the Draft Red Herring Prospectus/Red Herring Prospectus/Prospectus under any or all of the following circumstances –
- 9.4.1 if any representations/statements made by the Issuer to the Underwriter/ Book Running Lead Manager and/or in the application forms, negotiations, correspondence, the Prospectus or in this letter are or are found to be incorrect;
- 9.4.2 a complete breakdown or dislocation of business in the major financial markets, affecting the cities of Kolkata, Mumbai, Chennai, and New Delhi;
- 9.4.3 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 Kolkata, Mumbai, Chennai, and New Delhi;
- 9.4.4 there shall have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the assets, liabilities, earnings, business, prospects, management or operations of the Issuer, whether or not arising in the ordinary course of its business that, in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable or inadvisable to market the Equity Shares on the terms and conditions and in the manner contemplated in the Issue Documents and this Agreement.
- 9.4.5 the Book Running Lead Manager may terminate this Agreement with immediate effect, which in view of the Book Running Lead Manager, affects the ability of the Underwriter to carry out its obligations or negatively affects the goodwill of the Issuer provided that such termination shall occur only after receipt of the written consent of the Issuer by the Book Running Lead Manager.
- 9.5 Notwithstanding anything contained in clause 9.4 above, in the event of the Issuer failing to perform all or any of the covenants within the time limits specified, wherever applicable under this Underwriting Agreement, the Underwriter/ Book Running Lead Manager shall inform the Issuer 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 it.
- 9.6 The provisions of Clauses 5, 6, 7, 8, 11, 12, 13, 16, 17, and 19 shall survive the termination of this Agreement.

10 Notices

- 10.1 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(s) 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 Clause will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by tele facsimile or similar facsimile transmission, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed served when received.

11 Maximum Liability

- 11.1 To the fullest extent permitted by applicable law, and notwithstanding anything to the contrary contained in this Agreement, the aggregate liability of VIVRO, in its capacity as an



Underwriter/Book Running Lead Manager, to the Company, and any person claiming by or through the Company, in respect of any and all claims, losses, costs or damages arising out of or in connection with the transactions contemplated under this Agreement, shall not exceed the total fees or compensation actually received by VIVRO under this Agreement up to the date of such claim.

12 Change in Legal Environment:

- 12.1 The terms of this Agreement for the underwriting services to be provided by VIVRO are based on the prevailing legal and regulatory framework in India, including applicable rules and regulations prescribed by the Ministry of Finance, the Ministry of Corporate Affairs, the Registrar of Companies, the Securities and Exchange Board of India, the Stock Exchanges and other authorities. In the event of any change, modification or introduction of laws, rules or regulations by any such authority, which renders the Issue or the underwriting thereof impracticable or incapable of completion for reasons beyond the control of VIVRO and the Issuer, the same shall not constitute a failure, default or breach on the part of VIVRO. In such circumstances, VIVRO shall not be liable for any claims, actions or proceedings, including any obligation to refund any fees or compensation received by it up to the date of occurrence of such event.

13 Time is the Essence of Agreement

- 13.1 All obligations of the Issuer and the Underwriter 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 Issuer or the Underwriter to adhere to the time limits shall unless otherwise agreed between the Issuer and the Underwriter, discharge the Underwriter or the Issuer of its obligations under the Underwriting Agreement. This Agreement shall be in force from the date of execution and will expire on completion of allotment for the Issue.

14 Several Obligations

- 14.1 The Issuer and the Underwriter acknowledge and agree that they are liable severally 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.

15 Miscellaneous

- 15.1 The Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors.

16 Governing Law and Jurisdiction

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Subject to Clause 17, the courts at Mumbai, Maharashtra shall have exclusive jurisdiction in relation to matters pertaining to this Agreement.

17 Arbitration

- 17.1 Any dispute, difference or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance or termination, shall be referred to the Arbitration Committee constituted by NSE EMERGE pursuant to its byelaws, rules and regulations, and the decision of the Arbitration Committee shall be final and binding on the Parties.
- 17.2 To the extent any dispute is not capable of being referred to or resolved by the Arbitration Committee under Clause 17.1, such dispute shall be referred to and finally resolved by



arbitration under the Arbitration Act. The arbitration shall be conducted by a sole arbitrator appointed by mutual agreement of the Parties, the seat and venue of arbitration shall be Mumbai, Maharashtra, India, and the language of arbitration shall be English.

- 17.3 The award rendered by the arbitrator shall be final and binding on the Parties.
- 17.4 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.

18 Amendment

- 18.1 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.

19 Severability

- 19.1 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.

20 Counterparts

- 20.1 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.

21 Cumulative Remedies

- 21.1 The rights and remedies of each of the Parties and each indemnified person pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

22 Illegality

- 22.1 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.

23 Assignment

- 23.1 No Party shall 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 Book Running Lead Manager or the Issuer.
- 23.2 The undersigned hereby certifies and consents to act as Underwriter to the Issue and to their name being inserted as Underwriter in the Prospectus which the Issuer intends to issue in respect of the Issue and hereby authorises the Issuer to deliver this Agreement to SEBI and EMERGE platform of National Stock Exchange of India Limited.

[Execution Sheet is on the Next Page]



[Execution Sheet]

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

For and on behalf of Ravita Engineering Services Limited (Formerly known as "Powermech Services Private Limited" and "Ravita Engineering Services Private Limited")  Name: Vibhoar Agrawal Designation: Chairman and Executive Director DIN: 02331469	<u>Witness</u> Name: Address: Nikita Jain Mumbai India Signature 
For and on behalf of Vivro Financial Services Private Limited (Underwriter)   Name: Vivek Vaishnav Designation: Director DIN: 00925446	<u>Witness</u> Name: Regis Patel Address: Mumbai, India Signature 

SCHEDULE A

FEES, COMMISSION AND EXPENSES

The Company shall pay to Vivro Financial Services Private Limited Underwriting Commission as per engagement letter.

All the above-mentioned fees are exclusive of applicable taxes

Further, if the Company decides to discontinue the work during the tenure of the assignment and the company appoints any other intermediary the company would be liable to pay the entire mandate fees to Vivro Financial Services Private Limited.

For and on behalf of Ravita Engineering Services Limited (Formerly known as "Powermech Services Private Limited" and "Ravita Engineering Services Private Limited")  Name: Vibhoar Agrawal Designation: Chairman and Executive Director DIN: 02331469	<u>Witness</u> Name: Nikita Jain Address: Mumbai India, Signature 
For and on behalf of Vivro Financial Services Private Limited (Underwriter)  Name: Vivek Vaishnav Designation: Director DIN: 00925446	<u>Witness</u> Name: Regin Patel Address: Mumbai, India Signature 