



सत्यमेव जयते

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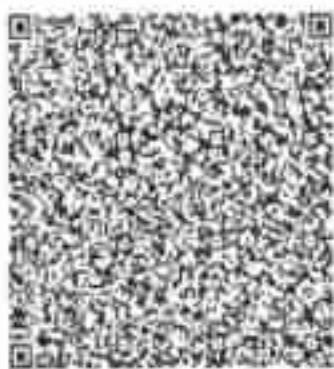
Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No. : IN-DL32905977013067Y
 Certificate Issued Date : 13-Jan-2026 03:25 PM
 Account Reference : IMPACC (IV)/ dl724003/ DELHI/ DL-SHD
 Unique Doc. Reference : SUBIN-DL72400390041552233894Y
 Purchased by : SEREN CAPITAL PRIVATE LIMITED
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SEREN CAPITAL PRIVATE LIMITED
 Second Party : SUSAN ELECTRICALS INDIA LIMITED
 Stamp Duty Paid By : SEREN CAPITAL PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)

सत्यमेव जयते



₹500

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This Stamp Paper Shall forms part and parcel of the offer Agreement dated January 13, 2026 amongst Susan Electricals India Limited ("the Company") and Mr. Vishal Jain ("Selling Shareholder") and Seren Capital Private Limited ("Book Running Lead Manager")

For Susan Electricals India Limited

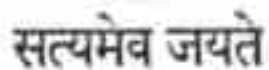
[Signature]
 Director

[Signature]



Statutory Alert:

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



Government of National Capital Territory of Delhi

e-Stamp

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This Stamp Paper Shall forms part and parcel of the offer Agreement dated January 13, 2026 amongst Susan Electricals India Limited ("the Company") and Mr. Vishal Jain ("Selling Shareholder") and Seren Capital Private Limited ("Book Running Lead Manager")

For Susan Electricals India Limited

Director

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OFFER AGREEMENT

BETWEEN THE ISSUER COMPANY AND THE SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGER TO THE OFFER FOR THE INITIAL PUBLIC OFFER BY SUSAN ELECTRICALS INDIA LIMITED

This agreement is made on January 13, 2026 between:

SUSAN ELECTRICALS INDIA LIMITED, a company incorporated under the Companies Act, 1956 bearing CIN U31908DL2007PLC171215 and having its registered office at 1703, Nirmal Tower, 26, Barakhamba Road, Connaught Place, Delhi - 110001. (hereinafter referred to as "**The Company**" / "**SEIL**" / "**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

Vishal Jain, an Indian inhabitant residing at D-55/A, Chander Nagar, Ghaziabad, Uttar Pradesh - 201011. (hereinafter referred to as "**Selling Shareholder**"), 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

Seren Capital Private Limited, a Company incorporated under the Companies Act, 2013 and having its Registered Office situated at Office no. 601 to 605, Raylon Arcade, Kondivita, J.B. Nagar, Mumbai, Mumbai, Maharashtra - 400059 (hereinafter referred to as "**SCPL**" or "**BRLM**" or "**Book Running Lead Manager**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **THIRD PART**;

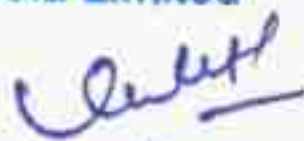
In this Agreement (The Company, the Selling Shareholder and the Book Running Book Running Lead Manager are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**").

WHEREAS

- A. The Company proposes to issue the Company's Equity Shares having face value of Rs. 10/- each ("**Equity Shares**") through an initial public offering of upto 56,20,000 Equity Shares for cash ("**Issue Shares**") out of which Fresh Issue of upto 50,00,000 Equity Shares of the Company of Rs. 10.00 each and offer for sale of upto 6,20,000 Equity Shares of the Company of Rs. 10.00 each by Selling Shareholders for cash (the "**Offer for Sale**") in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI (ICDR) Regulations**"), and other applicable Laws, and at such price as may be determined through the Book Built Process ("**Book Built Process**") as prescribed under the SEBI (ICDR) Regulations in consultation with the Managers (the "**Issue Price**").
- B. The Board of directors of the Company (the "**Board of Directors**"), pursuant to a resolution dated December 13, 2025 have approved and authorized the Issue and offer for sale. Further, the shareholders of the Company pursuant to a special resolution have approved the Issue and offer for sale at the extraordinary general meeting held on December 15, 2025.
- C. The Company has approached the SCPL to manage the Issue and the SCPL has accepted the engagement, pursuant to the engagement letter dated September 22, 2025 ("**Engagement Letter**") subject to the terms and conditions set forth therein and subject to entering into this Agreement. The fees and expenses payable to the Managers for managing the Issue will be governed by the terms of the Engagement Letter.
- D. Pursuant to the SEBI (ICDR) Regulations, the Book Running Lead Manager is required to enter into this Agreement with the Company and accordingly, the Parties desire to enter into this Agreement to record certain terms and conditions with respect to the Issue.

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

For Susan Electricals India Limited


Director





1. SCPL shall act as the sole **Book Running Lead Manager to the Issue.**
2. The Company and the Selling Shareholder hereby declare that they have complied with and agrees to comply with all the statutory formalities under the Companies Act, 2013, Companies Act, 1956 to the extent applicable, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "**the Board**" / "**SEBI**") and other relevant statutes to enable it to make the Issue. The Company and the Selling Shareholder also undertake to comply with the following requirements as and where applicable before opening of the Subscription List:

Approvals with regards to the Issue and offer for Sale by Selling Shareholders:

- a. Consent of the Board of Company has been obtained vide Resolution passed in the Board Meeting held on December 13, 2025 for the Fresh Issue and Offer for sale.
- b. Consent of the Shareholders has been obtained vide Resolution passed in the Extra Ordinary General Meeting held on December 15, 2025 for the Fresh Issue and Offer for sale.
- c. The Offer for sale by the Selling shareholders has been authorized as mentioned below:-

<u>Name of the Selling Shareholders</u>	<u>Authorization Letter dated</u>	<u>No. of Equity Shares held</u>	<u>No of Equity Shares offered</u>
Vishal Jain	December 13, 2025	1,44,00,525	6,20,000

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

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

1. DEFINITIONS

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

"Act" shall mean the Companies Act, 2013 and the Companies Act, 1956 (to the extent applicable) and amended from time to time;

"Affiliate" with respect to any person 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 person, (ii) any other person which is a holding company, subsidiary, joint venture or associate Company of such Party, and/or (iii) any other person in which such person has a "significant influence" or which has "significant influence" over such person, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more Intermediaries, a 20.00% 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. In addition, the Promoters, and members of the Promoter Group, Group Companies are deemed Affiliates of the Company. The terms "Promoters", "Promoter Group" and "Group Companies" have the respective meanings set forth in the Offer Documents and in accordance with the SEBI (ICDR) Regulations;

For Susan Electricals India Limited


Director





"Agreement" shall have the meaning given to such term in the Preamble;

"Applicable Law" means any applicable law, by-law, rules, regulation, guideline, circular, order, instructions, communications, notification, orders, directions or decree of any court or any arbitral authority, or any subordinate legislation, as may be in force and effect during the subsistence of this Agreement issued by any Governmental Authority, in any applicable jurisdiction, within or outside India, which is applicable to the Issue or to the Parties, including any laws in any jurisdiction in which the Company operates and any applicable securities law in any relevant jurisdiction, at common law or otherwise, or Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Companies Act, the SEBI (ICDR) Regulations, the Foreign Exchange Management Act, 1999 and the rules and regulations thereunder.

"ASBA" An Application, whether physical or electronic, used by all applicants to make an application authorizing a SCSB to block the application amount in the ASBA Account maintained with the SCSB;

"Application Form" The form, whether physical or electronic, used by an Applicant to make an application, which will be considered as the application for Allotment for purposes of this Prospectus;

"Board of Directors" has the meaning attributed to such term in the recitals of this Agreement;

"Company" has the meaning attributed to such term in the preamble of this Agreement;

"Companies Act" shall mean the Companies Act, 2013 and the rules framed thereunder, as amended from time to time;

"Control" has the meaning attributed to such term under the SEBI (ICDR) Regulations, read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended; and the terms **"Controlling"** and **"Controlled"** shall be construed accordingly.

"Draft Prospectus" shall mean document prepared in accordance with the SEBI (ICDR) Regulations, which will be filed with Stock Exchanges (SME Platform);

"Engagement Letters" has the meaning attributed to such term in the preamble of this Agreement;

"Equity Shares" has the meaning attributed to such term in the preamble of this Agreement;

"Fresh Issue" has the meaning attributed to such term in the preamble of this Agreement;

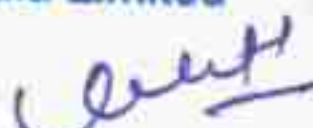
"Group Company (ies)" means company(ies) as defined under Regulation 2(1)(t) of the SEBI (ICDR) Regulations, and as identified in the Offer Documents;

"Governmental Authority" includes SEBI, the Stock Exchanges, any registrar of companies, the RBI, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, quasi-judicial or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India.

"BRLM / Manager" shall mean the Book Running Lead Manager to the Issue, in the present case being Seren Capital Private Limited;

"Material Adverse Change" shall mean, individually or in the aggregate, a material adverse change, probable or otherwise (i) in the reputation, condition (financial, legal or otherwise), assets, liabilities, revenues, profits, cash flows, earnings, business, management, prospects or operations of the Company whether or not arising from transactions in the ordinary course of business (including any loss or interference with their respective businesses from fire, explosions, flood or other calamity, or any material escalation in the severity of the ongoing COVID-19 pandemic or any new epidemic or pandemic (man-made or natural) unrelated to the COVID-19 pandemic, whether or not covered by insurance, or from court or governmental action, order or decree, and any change pursuant to any restructuring); (ii) in the ability of the Company, to conduct its businesses and to own or lease its assets or properties in substantially the same manner in which such businesses were previously conducted or such assets or properties were previously owned or leased as described in the Offer Documents; (iii) in the ability of the Company to perform its obligations under, or to complete the transactions contemplated by, this Agreement or other agreements;

For Susan Electricals India Limited


Director





"Indemnified Persons" means the Book Running Lead Manager, its directors, employees, successors, permitted assigns and **"Indemnified Person"** shall mean any one of them;

"Offer Closing Date" shall mean the date after which the Book Running Lead Manager, Designated Branches of SCSBs and Registered Brokers will not accept any Application for this Offer, which shall be notified in a English national newspaper, Hindi national newspaper and a regional newspaper each with wide circulation as required under the SEBI (ICDR) Regulations, 2018;

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

"Offer Document(s)" means any or both of Draft Prospectus and Prospectus;

"Offer for Sale" shall mean the public offer of 6,20,000 Equity Shares to be offered through the Offer for Sale by Selling Shareholders, at such price as may be determined by the Company and Selling Shareholders in consultation with the BRLM, in accordance with SEBI ICDR Regulations (as defined below) and other applicable Indian laws;

"Offer Price" shall mean the price at which the Equity Shares are being issued by the Company pursuant to the Issue;

"Offer Opening Date" shall mean the date on which the Book Running Lead Manager, Designated Branches of SCSBs and Registered Brokers shall start accepting Application for this Issue, which shall be the date notified in an English national newspaper, Hindi national newspaper and a regional newspaper each with wide circulation as required under the SEBI (ICDR) Regulations, 2018;

"Prospectus" shall mean the Prospectus, to be filed with the Registrar of Companies in accordance with the provisions of Section 26 of the Companies Act, 2013, containing, inter alia, the Issue Price will be determined before filing the Prospectus with RoC and the Stock Exchange;

"RBI" shall mean the Reserve Bank of India;

"Registrar of Companies" shall mean the Registrar of Companies, Delhi.

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

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

"Selling shareholder" shall mean Vishal Jain.

"Subsidiary" has the meaning ascribed to such term in the Offer Documents;

"Underwriting Agreement" has the meaning ascribed to such term in the Offer Documents.

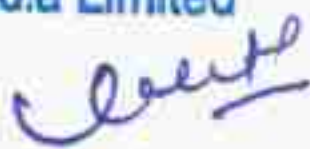
Capitalised terms not defined under this Agreement shall have the same meaning as ascribed in the Draft Prospectus and Prospectus.

INTERPRETATION

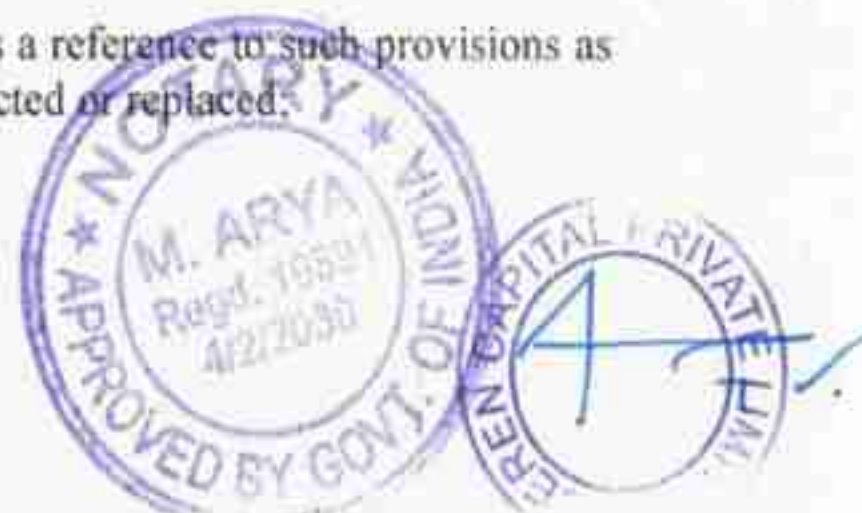
In this Agreement, unless the context otherwise requires:

- (i) words denoting the singular number shall include the plural and vice versa;
- (ii) heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;
- (iii) reference to the words "include" or "including" shall be construed without limitation;
- (iv) references to this Agreement, to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time as amended, varied, supplemented or novated;
- (v) any reference to any Party/ies to this Agreement or any agreement or deed or instrument shall include its successors or permitted assigns;
- (vi) any reference to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

For Susan Electricals India Limited


Director





- (vii) any reference to a clause, paragraph or annexure is, unless indicated to the contrary, a reference to a clause, paragraph or annexure of this Agreement; and
- (viii) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

2. BOOK BUILT ISSUE

- 2.1 Book Building, with reference to the Issue, refers to the process of collection of Bids on the basis of the Red Herring Prospectus within the Price Band. The Price Band shall be determined by our Company and the Selling Shareholders in consultation with the Book Running Lead Manager in accordance with the Book Building Process, and advertised in all editions of the English national newspaper, all editions of Hindi national newspaper and all edition of Regional newspaper where our registered office is situated at least two working days prior to the Bid/ Issue Opening date. The Issue Price shall be determined by our Company and the Selling Shareholders, in consultation with the Book Running Lead Manager in accordance with the Book Building Process after the Bid/ Issue Closing Date.
- 2.2 The SEBI (ICDR) Regulations have permitted the Issue of securities to the public through the Book Building Process, wherein allocation to the public shall be made as per Regulation 253 of the SEBI ICDR Regulations.
- 2.3 The Parties agree that entering into this Agreement or the Engagement Letter shall not create any obligation, whether express or implied, on the BRLM to enter into any underwriting agreement (except to the extent as required under Applicable Law) with the Company in connection with the Issue or provide any financing to the Company in connection with the Issue.

3. PAYMENTS

All payments to be made by the Company and/or Selling Shareholders shall be as per the engagement Letter dated September 22, 2025 entered shall be made in Indian Rupees to the Book Running Lead Manager.

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

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

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

- If the said decision is taken before filing of Draft Prospectus/ Prospectus in Stock Exchange (SME Platform) then the fees due till that point of time is only payable to Book Running Lead Manager. Further, if the company decides to discontinue the work and the Company's Draft Prospectus and Prospectus is filed by any other intermediary within one year of such discontinuation then the company and the Selling Shareholders would be liable to pay the entire engagement fees to SCPL.
- If the said decision is taken after filing of the Draft Prospectus/ Prospectus in Stock Exchange (SME Platform) then the entire fees mentioned in above agreement would be payable to the Book Running Lead Manager;

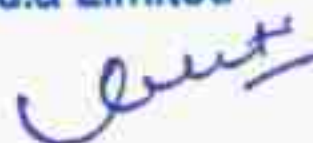
4. TERMS AND TERMINATION

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

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

Notwithstanding anything stated above, on the occurrence of the following *force majeure* conditions, the Parties shall meet to mutually decide on the future course of action and in the event they fail to arrive at a mutually agreeable course of action

For Susan Electricals India Limited


Director



within a period not exceeding fifteen (15) business days from the date on which the *force majeure* event occurred, then any of the Parties shall be entitled to terminate the Agreement after the expiry of the said period of fifteen (15) business days by giving a written notice thereof to the other Parties:

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

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

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

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

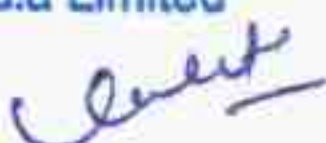
In case of any inconsistency or dispute between the terms of this Agreement and the respective Engagement Letter, the terms of this Agreement shall prevail.

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

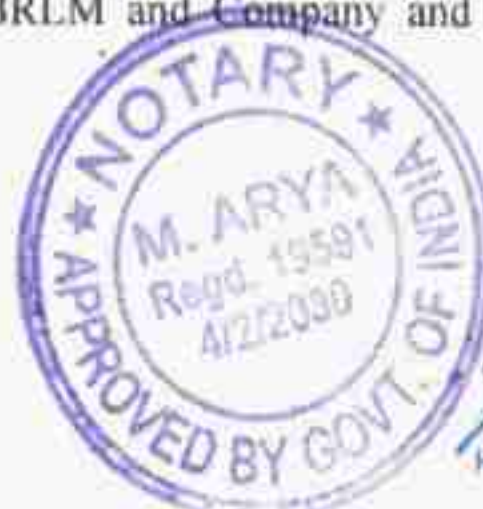
This Agreement shall be subject to termination by notice in writing given by the BRLM to the Company and the Selling Shareholders after the execution and delivery of this Agreement that:

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

For Susan Electricals India Limited


Director





5. SCOPE OF SERVICES

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

- a) Structuring of the Issue, undertaking listing process at the Stock Exchanges as may be required under the prevailing framework of regulations for the Equity Shares issued pursuant to the Issue, by SEBI and the Stock Exchanges (SME Platform).
- b) Assisting, together with other advisors and legal counsel in securing all necessary regulatory approvals from the Exchange and SEBI
- c) Undertake due diligence activities and prepare the issue document for filing with Stock Exchanges (SME Platform).
- d) Assist the Company and the Selling Shareholders in appointment of legal counsel, Registrars to the Issue, Advisors to the Issue, Bankers, Printers and Advertising Agency.
- e) Assist the Company and the Selling Shareholders in listing the Equity Shares issued pursuant to the Issue at the Stock Exchanges (SME Platform).
- f) Assist the Company and the Selling Shareholders in obtaining the required connectivity etc. from NSDL & CDSL.
- g) To complete the whole issue process, listing and allotment of shares.
- h) Perform and/or undertake all, acts, deeds and things necessary or incidental for the Issue, including co-ordination with the advisers of the Company and the Selling Shareholders.

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

6. TERMS OF THE ISSUE

The Company and the Selling Shareholders in consultation with the Book Running Lead Manager shall decide the terms of the Issue.

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

The Company and the Selling Shareholders shall, in mutual consultation, agree and abide by the advice of the BRLM to suitably defer / postpone the issue in the event of any happenings which in the opinion of the BRLM would tend to paralyse or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Issue

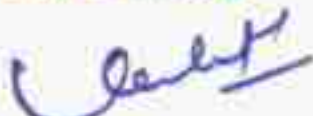
The Company and the Selling Shareholders shall provide all such information/ documents to the BRLM as required by the BRLM for the purpose of any disclosures that the Stock Exchange (SME Platform)/ SEBI/ ROC may require after the filing of the Draft Prospectus/ Prospectus.

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

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

In the event the Company and the Selling Shareholders request that the Book Running Lead Manager deliver documents or information relating to the Issue via electronic transmissions or delivery of such documents or any information is required by law or regulation to be made via electronic transmissions, the Company and the Selling Shareholders acknowledges and agree that the privacy or integrity of electronic transmissions cannot be guaranteed. To the extent that any documents or information relating to the Issue are transmitted electronically by BRLM, the Company and the Selling Shareholders hereby releases the BRLM from any loss or liability that may be incurred in connection with the electronic transmission of any such documents or information, including any unauthorized interception, alteration or fraudulent

For Susan Electricals India Limited


Director



generation or transmission of electronic transmission by any third parties, provided the BRLM have exercised due caution in accessing such information from the internet and have accessed the said information through a secure medium.

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

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

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

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

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

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

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

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

The BRLM hereby severally declares that:

- a) has complied with or agree to comply with all laws and regulations relating to itself in connection with the Issue, including without limitation, the Companies Act, 2013 the SEBI (Merchant Bankers) Regulations, 1992 ("**Merchant Bankers Regulations**") and the SEBI (ICDR) Regulations and other relevant statutes, circulars or communications issued by statutory authority as applicable; and
- b) has and will until completion of the Issue processes on a valid basis all approvals require for it to assume the position of a BRLM and to discharge its obligations in connection with the Issue.

The Company and the Selling Shareholders along with Book Running Lead Manager and Registrar shall take such steps to ensure the completion of allotment and dispatch of letters of allotment and unblocking advice to the applicant, including Non-Residents Indians soon after the Basis of Allotment is approved by the Stock Exchange (SME Platform) but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 2013 as disclosed in the Draft Prospectus/ Prospectus.

The Company shall set up an "investor grievance redressal" system to redress all Issue related grievances as per applicable rules and regulations and to the satisfaction of the BRLM.

For Susan Electricals India Limited


Director





The Company and the Selling Shareholders shall not access the money raised in the Issue till the completion of Issue formalities.

The Company and the Selling Shareholders shall refund/unblock the monies of the applicants, if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The issuer shall pay requisite interest amount if, so required under the laws or direction or order of the Board.

7. SUPPLYING OF INFORMATION AND DOCUMENTS

The Company and the Selling Shareholders undertake and declare that any information made available to the BRLM/ Intermediaries / and other advisors to the Issue or any statement made in the Draft Prospectus/ Prospectus shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.

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

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

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

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

The Company and the Selling Shareholders undertake to furnish such information and particulars regarding the Issue as may be required by the Book Running Lead Manager to enable them to file a reports with Stock Exchange (SME Platform)/ SEBI/ any other regulatory authority in respect of the Issue.

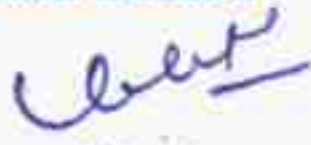
The Company and the Selling Shareholders shall keep the Book Running Lead Manager informed, if it encounters any problem due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to the Issue, including matters pertaining to allotment and unblocking of Amount, Demat Credit etc.

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

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

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

For Susan Electricals India Limited


Director





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

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

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

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

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

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

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

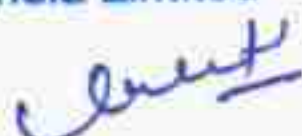
In the event the Company and the Selling Shareholders request that the Book Running Lead Manager deliver documents or information relating to the Issue via electronic transmissions or delivery of such documents or any information is required by law or regulation to be made via electronic transmissions,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

8. INDEPENDENT VERIFICATION BY BOOK RUNNING LEAD MANAGERS

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

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

For Susan Electricals India Limited


Director





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

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

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

9. APPOINTMENT OF INTERMEDIARIES

The Company and the Selling Shareholders shall not, without prior approval with the Book Running Lead Manager, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Issue such as advertising agencies, printers, etc for printing Prospectus, application forms, ASBA Forms, allotment advices/ allotment letters, unblocking advices or any other instruments, circulars, or advices.

The issuer and the Selling Shareholders shall, whenever required and wherever applicable, in consultation with the Book Running Lead Manager, enter into an agreement(s) with the intermediaries associated with the issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the Book Running Lead Manager.

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

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

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

10. TIME FRAME:

The assignment is expected to be completed in the shortest possible time. However, it is to be distinctly understood that the pace of the progress of the transaction would depend on the time taken for statutory clearances and the flow of information from the Company and the Selling Shareholders, Company's Promoters and Top management.

11. PUBLICITY FOR THE ISSUE

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

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

For Susan Electricals India Limited


Director



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

12. OPENING OF THE ISSUE

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

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

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

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

13. POST ISSUE WORK

The Company and the Selling Shareholders shall take such steps as are necessary to ensure the completion of allotment and dispatch of letters of allotment and refund order to the applicants including Non-Residents Indians soon after the Basis of Allotment is approved by the Designated Stock Exchange but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 2013 as disclosed in the Draft Prospectus/ Prospectus.

14. DUTIES OF THE BOOK RUNNING LEAD MANAGER

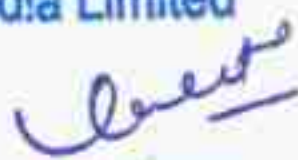
The Book Running Lead Manager hereby undertake to observe the code of conduct for Merchant Bankers prescribed by SEBI and Merchant Banking Regulations, taking due diligence and care in discharging their obligations relating to the Issue, the preparation of offer document and to manage the Issue process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

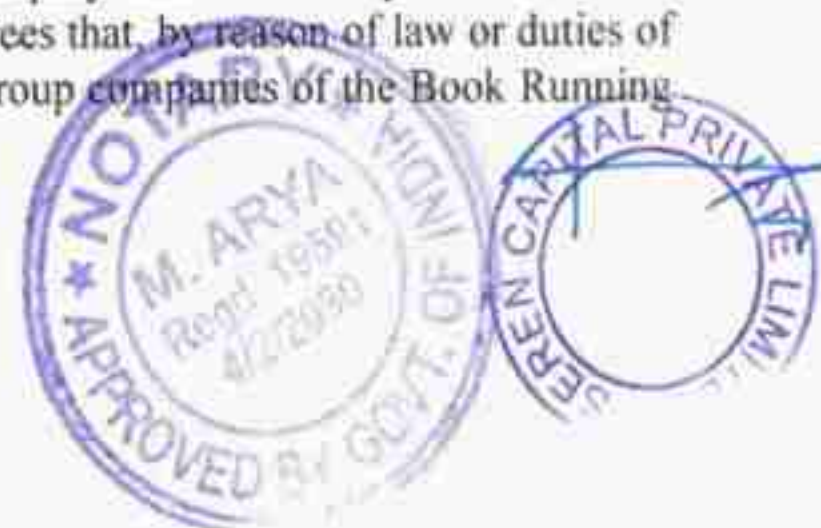
The services rendered by the BRLM are on best efforts basis and in an advisory capacity. The BRLM shall not be held responsible for any acts or omissions by the Company and the Selling Shareholders.

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

The Company and the Selling Shareholders understands and agrees that the Book Running Lead Manager and its Affiliates may be engaged in securities trading, securities brokerage, banking and investment activities, as well as providing investment banking and financial advisory services. In the ordinary course of its trading, brokerage and financing activities, the Book Running Lead Manager or its group companies may at any time hold long or short positions and may trade or otherwise effect transactions for its own account or account of customers in debt or Equity Shares that may be involved in the Issue. The Company and the Selling Shareholders hereby acknowledges and agrees that, by reason of law or duties of confidentiality owed to other persons or the rules of any regulatory authority, the group companies of the Book Running

For Susan Electricals India Limited


Director



Lead Manager will be prohibited from disclosing information to the Company (or if such disclosure may be inappropriate), in particular information as to the Book Running Lead Manager possible interests as described in this Agreement. In addition, while the Book Running Lead Manager shall pursuant to the Agreement, act on behalf of and in the best interests of the Company as its client, the Book Running Lead Managers group companies or Affiliates may be representing other clients whose interests' conflict with or are directly adverse to, those of the Company. The Book Running Lead Manager shall not be obligated to disclose to the Company any information in connection with any such representations of its respective group companies or Affiliates.

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

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

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

15. CONFIDENTIALITY

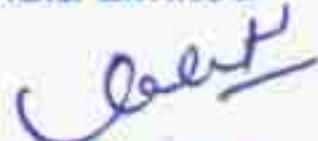
Neither the Book Running Lead Manager or their respective directors, officers, employees or agents shall, in any manner, directly or indirectly, communicate, publish, divulge or otherwise disclose, in whole or in part, any confidential information including information pertaining to the business secrets,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

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

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

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

For Susan Electricals India Limited


Director



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

16. CONSEQUENCES OF BREACH

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

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

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

17. INDEMNITY

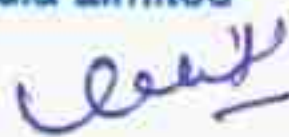
The Company and the Selling Shareholders hereby irrevocably and unconditionally indemnify and agree to keep the BRLM, its directors, employees, representatives, agents, advisors and all persons claiming under it saved, defended, harmless and fully indemnified at all times on full indemnity basis from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

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

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

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

For Susan Electricals India Limited


Director



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

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

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

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

18. ARBITRATION

If any dispute, difference or claim arises between the Parties (the "Disputing Parties") hereto in connection with the Agreement or the validity, interpretation, implementation or alleged breach of the terms of the Agreement or anything done or omitted to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 15 business days after a written request by any Disputing Party commence discussions or such longer period as the Disputing Parties may agree in writing) then the dispute shall be referred for final resolution to a sole arbitrator. The Parties shall co-operate in good faith to appoint a sole arbitrator to decide the dispute. In the event the Parties are unable to appoint a sole arbitrator to decide the dispute, the Company shall appoint one arbitrator and the BRLM shall appoint one arbitrator each and the two arbitrators shall appoint the third or the presiding arbitrator. In the event that the Company or the BRLM fail to appoint an arbitrator or the arbitrators so appointed fail to appoint the third arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in Mumbai, Maharashtra.

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

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

The arbitration shall be conducted as follows:

- a) all proceedings shall be conducted in the British English language;
- b) the arbitrators shall have the power to award interest on any sums awarded;
- c) the arbitration award shall state the reasons on which it was based and shall be final and binding on the Disputing Parties and the Disputing Parties agree to be bound thereby and to act accordingly and such award shall be enforceable in any court of competent jurisdiction;
- d) the arbitrators may award to a Disputing Party that substantially prevail on the merits, its costs and actual expenses (including actual fees of its counsel); and

For Susan Electricals India Limited,

Director



- e) the Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.

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

19. GOVERNING LAW

All information provided by the Company would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to confirm to SEBI Regulations

20. SEVERABILITY

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

21. BINDING EFFECT, ENTIRE UNDERSTANDING

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

22. MISCELLANEOUS

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

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

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

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

If to the Company:

Susan Electricals India Limited

1703, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi - 110001

Tel. No.: 011-45701633

Email: cs@seil.net.in

Attention: Mr. Vishal Jain, Chairman & Managing Director

If to the Book Running Lead Manager

Seren Capital Private Limited

Office No. 601 to 605, Raylon Arcade,

Kondivita, J.B. Nagar, Mumbai,

Maharashtra - 400059.

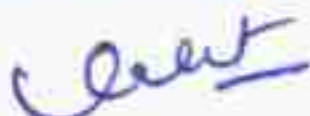
Tel.: +91-22-46011058

Email: info@serencapital.in

Attention: Mr. Akun Goyal



For Susan Electricals India Limited


Director



Any Party hereto may change its address by a notice given to the other Party hereto in the manner set forth above.

IN WITNESS WHEREOF the parties hereto have set their hands on January 13, 2026

For and on behalf of Susan Electricals India Limited (Issuer/ Company) For Susan Electricals India Limited Lalit Sharma (Whole-time Director) DIN: 11372071  Director	For and on behalf of Seren Capital Private Limited (Book Running Lead Manager)  Akun Goyal (Director) DIN: 10701139
 Vishal Jain (Selling Shareholder)	

Witness:

Sign:  Name: Ved Prakash S/o: S/o Late Shri Kishan Address: H/No 2, Moh. Pura Pulhawa Distt Hapur UP	Sign:  Name: Nitya Jain S/o: S/o Late Mr. P.C Jain Address: SD5, Sector - 23 Faridabad - 121005, H.R.
Sign:  Name: Saurabh Meena S/o: Sh. S.S. Meena Address: C-25 Torang Distt. IP. IP Sur Jaffaray Delhi 11002	

ATTESTED


NOTARY PUBLIC

13 JAN 2026