

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 09/03/2026

Certificate No. T012026C161
GRN No. 148309370



Stamp Duty Paid : ₹ 101
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Tipco Engineering India limited
H.No/Floor : X Sector/Ward : X LandMark : Hsiidc
City/Village : Rai District : Sonipat State : Haryana
Phone: 74*****05

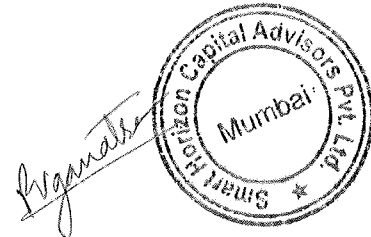
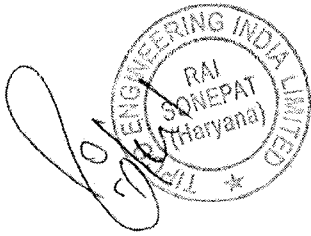


Buyer / Second Party Detail

Name : Smart horizon capital advisors Private limited
H.No/Floor : X Sector/Ward : X LandMark : X
City/Village: Mumbai District : Mumbai State : Maharashtra
Phone : 74*****05

Purpose : ADDENDUM TO OFFER AGREEMENT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>



ADDENDUM TO OFFER AGREEMENT MADE AND ENTERED AT SONEPAT, HARYANA ON MARCH 09, 2026 BETWEEN:

TIPCO ENGINEERING INDIA LIMITED, a Company incorporated under the Companies Act, 2013 having CIN: U29309HR2021PLC098103 and having its Registered Office at P.No. 1658, Phase I, Sector 38, Industrial Estate Rai Distt., Sonapat, P.S.Rai, Sonipat, Haryana, India, 131029, (Hereinafter referred to as “**the Company**” or “**the Offeror**” or “**Tipco**”), 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

Mr. Ritesh Sharma, s/o Late Kailash Chander Sharma, an Indian Inhabitant, residing at F-1/117-118, Sector-11, Rohini Sector-7, North West Delhi, 110085, India (Hereinafter referred to as “**the Selling Shareholder**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED, a Company registered under the Companies Act, 2013, having CIN: U66190MH2023PTC412760 and having its Registered Office at 908, B Wing, The Western Edge II, Kanakia Space, Behind metro mall, Magathane, Borivali East 400066, Mumbai, Maharashtra, India. (Hereinafter referred to as “**Book Running Lead Manager**” or “**BRLM**” or “**SHCAPL**” 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**.



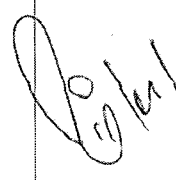

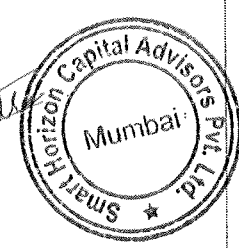
In this Agreement, the Company and Selling Shareholder and the Book Running Lead Manager are collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS IN THE OFFER AGREEMENT DATED SEPTEMBER 12, 2025:

- A. The Company is proposing to an Initial Public Offer of up to 56,70,000 equity shares of ₹10/- each (the “**Equity Shares**”) of the Company comprising a fresh issue of up to 45,40,000 Equity Shares by the Company (the “**Fresh Offer**”) and an offer for sale of up to 11,30,000 equity shares in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company in consultation with the Book Running Lead Manager in accordance with the Book Building Process under the SEBI ICDR Regulations, as amended from time to time at a price as may be disclosed in Prospectus filed with ROC being (the “**Offer Price**”). The Offer will be made (i) within India to Indian institutional including QIBs, Anchor Investors, non-institutional and retail investors in reliance on Regulations under the United States Securities Act of 1933, and (ii) outside the United States and India, in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law.

NOW, THEREFORE, the Company, the Selling Shareholder and the BRLM do hereby agree as follows: -

- The present Offer has been authorized pursuant to a resolution of our Board dated September 08, 2025 and by Special Resolution passed under Section 62(1)(c) of the Companies Act, 2013 at an Extra Ordinary General Meeting of our shareholders held on September 08, 2025.
- The Offer for Sale has been authorised by the Selling Shareholder by their consent letter dated September 17, 2025.

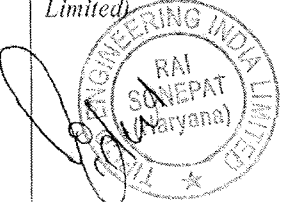

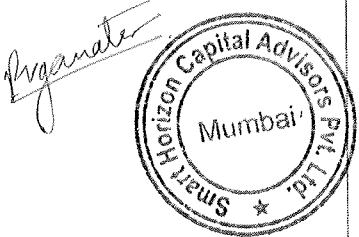
<p>For Tipco Engineering India Limited (Formerly known as Tipco Engineering India Private Limited)</p>   <p>Authorized Signatory</p>	<p>Mr. Ritesh Sharma (Selling Shareholder)</p>  <p>Authorized Signatory</p>	<p>For Smart Horizon Capital Advisors Private Limited</p>   <p>Authorized Signatory</p>
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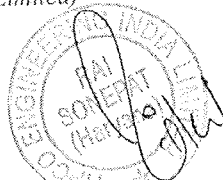


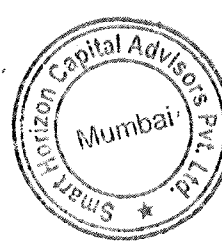
WHEREAS NOW THE OFFEROR COMPANY AND SELLING SHAREHOLDER IN CONSULTATION WITH THE BOOK RUNNING LEAD MANAGER HAVE CHANGED THE TERMS. ACCORDINGLY, THE OFFER AGREEMENT NEEDS CERTAIN ADDENDUMS, AS DESCRIBED BELOW:

- A. The Company is proposing to an Initial Public Offer of up to 68,03,200 equity shares of ₹10/- each (the “Equity Shares”) of the Company comprising a fresh issue of up to 54,48,000 Equity Shares by the Company (the “Fresh Offer”) and an offer for sale of up to 13,55,200 equity shares in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company in consultation with the Book Running Lead Manager in accordance with the Book Building Process under the SEBI ICDR Regulations, as amended from time to time at a price as may be disclosed in Prospectus filed with ROC being (the “Offer Price”). The Offer will be made (i) within India to Indian institutional including QIBs, Anchor Investors, non-institutional and retail investors in reliance on Regulations under the United States Securities Act of 1933, and (ii) outside the United States and India, in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law.

NOW, THEREFORE, the Company, the Selling Shareholder and the BRLM do hereby agree as follows: -


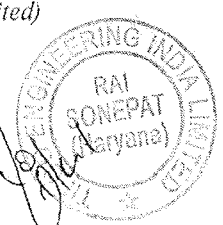


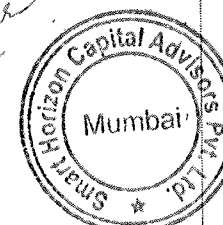
4. The present Offer has been authorized pursuant to a resolution of our Board dated September 08, 2025 and January 28, 2026 and by Special Resolution passed under Section 62(1)(c) of the Companies Act, 2013 at an Extra Ordinary General Meeting of our shareholders held on September 08, 2025 and January 28, 2026.
 5. The Offer for Sale has been authorised by the Selling Shareholder by their consent letter dated January 30, 2026.
- A. Subsequently, with respect to the above-mentioned amendments, relevant alterations shall be deemed to have been made in the original Offer Agreement dated September 12, 2025.
- B. The parties hereto agree that all applicable clauses in the original Offer Agreement shall be considered *suo moto* at the above-mentioned offer price. All other terms and conditions will continue to be as per the original Offer Agreement dated September 12, 2025.

<p>For Tipco Engineering India Limited (Formerly known as Tipco Engineering India Private Limited)</p>  <p>Authorized Signatory</p>	<p>Mr. Ritesh Sharma (Selling Shareholder)</p>  <p>Authorized Signatory</p>	<p>For Smart Horizon Capital Advisors Private Limited</p>  <p>Authorized Signatory</p>
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<p>For Tipco Engineering India Limited (Formerly known as Tipco Engineering India Private Limited)</p>  <p>Authorized Signatory</p>	<p>Mr. Ritesh Sharma (Selling Shareholder)</p>  <p>Authorized Signatory</p>	<p>For Smart Horizon Capital Advisors Private Limited</p>   <p>Authorized Signatory</p>
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Witness

1. Pince, 4/288, Kot Mohalla, Sonapat, HR. - 131001
2. Ashu, D/E 627, Gandhi Colony, Sonapat, Panipat, HR-132101
3. Kajal Dauda - Mumbai

<p>For Tipco Engineering India Limited (Formerly known as Tipco Engineering India Private Limited)</p>   <p>Authorized Signatory</p>	<p>Mr. Ritesh Sharma (Selling Shareholder)</p>  <p>Authorized Signatory</p>	<p>For Smart Horizon Capital Advisors Private Limited</p>   <p>Authorized Signatory</p>
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Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 10/09/2025

Certificate No. T0J20251857



Stamp Duty Paid : ₹ 600

(Rs. Only)

GRN No. 139393542



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Tipco Engineering India limited

H.No/Floor : X

Sector/Ward : X

LandMark : X

City/Village : Rai

District : Sonipat

State : Haryana

Phone: 74*****05



Buyer / Second Party Detail

Name : Smart Horizon capital Advisors pvt ltd

H.No/Floor : 908

Sector/Ward : X

LandMark : X

City/Village: Mumbai

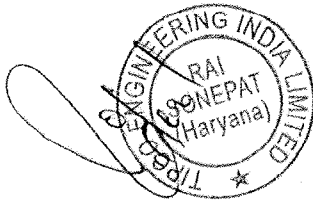
District : Mumbai

State : Maharashtra

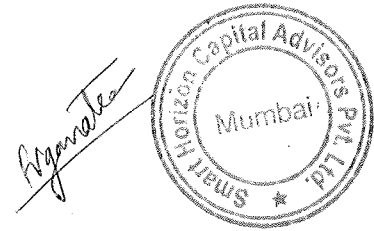
Phone : 74*****05

Purpose : ISSUE AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>



Tipco



On the stamp paper of Rs. 600/-

SEPTEMBER 12TH, 2025

OFFER AGREEMENT

AMONG

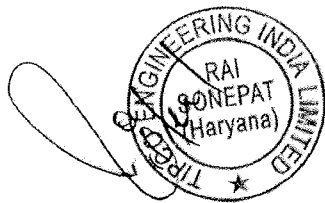
TIPCO ENGINEERING INDIA LIMITED

AND

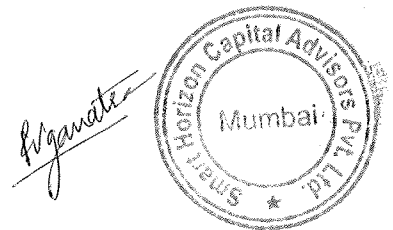
THE SELLING SHAREHOLDER

AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED



Signature



**OFFER AGREEMENT BETWEEN THE COMPANY, THE SELLING SHAREHOLDER
AND THE BOOK RUNNING LEAD MANAGER TO THE OFFER**

This Memorandum of Understanding Made on September 12, 2025 between:

TIPCO ENGINEERING INDIA LIMITED, a Company incorporated under the Companies Act, 2013 having CIN: U29309HR2021PLC098103 and having its Registered Office at C/o Kailash Chander, P.No. 1658, Phase I Sector- 38, Industrial Estate, Rai Dieth., Haryana, Sonapat, India, 131029., (Hereinafter referred to as "**the Company**" or "**the Offeror**" or "**Tipco**"), 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

Mr. Ritesh Sharma, s/o Late Kailash Chander Sharma, an Indian Inhabitant, residing at F-1/117-118, Sector-11, Rohini Sector-7, North West Delhi, 110085, India (Hereinafter referred to as "**the Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED, a Company registered under the Companies Act, 2013, having CIN: U66190MH2023PTC412760 and having its Registered Office at 908, B Wing, The Western Edge II, Kanakia Space, Behind metro mall, Magathane, Borivali East 400066, Mumbai, Maharashtra, India. (Hereinafter referred to as "**Book Running Lead Manager**" or "**BRLM**" or "**SHCAPL**" 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**.



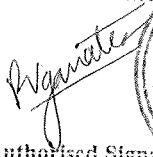
In this Agreement, the Company, the Selling Shareholder and the Book Running Lead Manager are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:


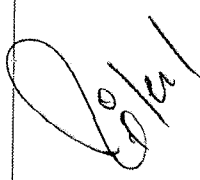

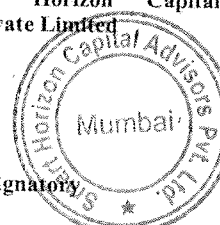
- A. The Company is proposing to an Initial Public Offer of up to 56,70,000 equity shares of ₹10/- each (the "**Equity Shares**") of the Company comprising a fresh issue of up to 45,40,000 Equity Shares by the Company (the "**Fresh Offer**") and an offer for sale of up to 11,30,000 equity shares in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company in consultation with the Book Running Lead Manager in accordance with the Book Building Process under the SEBI ICDR Regulations, as amended from time to time at a price as may be disclosed in Prospectus filed with ROC being (the "**Offer Price**"). The Offer will be made (i) within India to Indian institutional including QIBs, Anchor Investors, non-institutional and retail investors in reliance on Regulations under the United States Securities Act of 1933, and (ii) outside the United States and India, in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law.
- B. The Company and the Selling Shareholder have approached the BRLM to manage the Offer and the BRLM have accepted the engagement, inter-alia, subject to the Company and the Selling Shareholder entering into a Memorandum of Understanding for the purpose being these present: -

NOW, THEREFORE, the Company, the Selling Shareholder and the BRLM do hereby agree as follows: -

1. The Offer would be Book Running Lead Managed by Smart Horizon Capital Advisors Private Limited.
2. Any change by way of addition to and deletion from the Offer Management team may be affected in prior consultation with the BRLM.




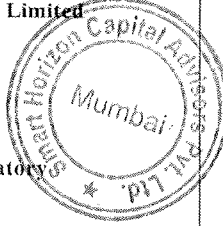
<p>For Tipco Engineering India Limited (Formerly known as Tipco Engineering India Private Limited)</p>  <p>RAI SONEPAT (Haryana)</p> <p>Tipco Engineering India Limited</p> <p>Authorised Signatory</p>	<p>Mr. Ritesh Sharma (Selling Shareholder)</p> 	<p>For Smart Horizon Capital Advisors Private Limited</p>  <p>Mumbai</p> <p>Smart Horizon Capital Advisors Pvt. Ltd.</p> <p>Authorised Signatory</p>
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3. The Company hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as **"the Board"**) and other relevant statutes to enable it to make the Offer. The Company also undertakes to comply with the following requirements as and where applicable before opening of the Subscription List:
 - a. Approval of lenders regarding the Offer.
 - b. Necessary Clearances from Government / Statutory Bodies / Municipal Authorities regarding the Project.
4. The present Offer has been authorized pursuant to a resolution of our Board dated September 08, 2025 and by Special Resolution passed under Section 62(1)(c) of the Companies Act, 2013 at an Extra Ordinary General Meeting of our shareholders held on September 08, 2025.
5. The Offer for Sale has been authorised by the Selling Shareholder by their consent letter dated September 17, 2025.
6. The Company and the Selling Shareholder undertakes and declare that any information made available to the BRLM or any statement made in the Draft Red Herring Prospectus / Red Herring Prospectus / Prospectus (collectively referred to as **"Offer Documents"**) shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.
7. The Company and the Selling Shareholder also undertakes to furnish complete audited report(s) (in case of a corporate body), other relevant documents, papers, information relating to pending litigations, etc., to enable the BRLM to corroborate the information and statements given in the Offer Documents.
8. The Company and the Selling Shareholder accepts 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 offer document to SEBI but prior to opening date of Offer.
9. The Company and the Selling Shareholder accepts full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Offer.
10. The Company shall, if so required, extend such facilities as may be called for by the BRLM to enable it to visit the plant site, office of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company including the progress made in respect of the project implementation, status and other facts relevant to the Offer.
11. The Company shall extend all necessary facilities to the BRLM to interact on any matter relevant to the Offer with the solicitors/legal advisors, auditors, co-managers, consultants, advisors to the Offer, the financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the Offer in any capacity whatsoever.
12. The Company and the Selling Shareholder shall ensure that all advertisements prepared and released by the Advertising Agency or otherwise in connection with the Offer confirm to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the BRLM from time to time and that they shall not make any misleading or incorrect statements in any public communication or publicity material including corporate, product and Offer advertisements of the Company, interviews by its promoters, Directors, duly authorised employees, representatives of the Company or the Selling Shareholder, documentaries about the Company or its Promoters, periodical reports and press releases issued by the Company or research report made by the Company, any intermediary concerned with the Offer or their associates or at any press, brokers' or investors' conferences.
13. The Company and the Selling Shareholder shall not, without prior approval of the BRLM, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Offer such as

<p>For Tipco Engineering India Limited (Formerly known as <i>Tipco Engineering India Private Limited</i>)</p>  <p>RAI SONEPAT (Haryana)</p> <p>Authorised Signatory</p>	<p>Mr. Ritesh Sharma (Selling Shareholder)</p> 	<p>For Smart Horizon Capital Advisors Private Limited</p>  <p>Authorised Signatory</p> 
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Advertising Agencies, Printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates / debenture certificates, refund orders/ unblocking of funds or other instruments, circulars or advices.

14. The Company and the Selling Shareholder shall, whenever required and wherever applicable, in consultation with the BRLM, enter into an agreement with the concerned intermediary associated with the Offer, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the BRLM.
15. The Company shall take such steps as are necessary to ensure the completion of allotment and despatch of letters of allotment and refund orders/ unblocking of funds to the applicants including Non-Residents Indians soon after the basis of allotment is approved by the Designated Stock Exchanges 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, 1956 and 2013 as disclosed in the Offer Document.
16. The Company and the Selling Shareholder shall take steps to pay the underwriting commission and brokerage to the underwriters and stock brokers, etc., within the time specified in any agreement with such underwriters, stock brokers, etc. or within a reasonable time.
17. The Company and the Selling Shareholder undertakes to furnish such information and particulars regarding the Offer as may be required by the BRLM to enable them to file a report with SEBI in respect of the Offer.
18. The Company and the Selling Shareholder shall keep the BRLM informed if it encounters any problem due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Company from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of Refund Orders/ Unblocking of Funds, Share Certificates, Debenture Certificates, Demat Credit, etc.
19. The Company and the Selling Shareholder shall not resort to any legal proceedings in respect of any matter having a bearing on the Offer except in consultation with and after receipt of advice from the BRLM.
20. The Company and the Selling Shareholder shall, in consultation with the BRLM, file the Offer Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Offer Opening Date.
21. The BRLM shall have the right:
 - ⇒ To call for complete details from the promoters of all firms in which the Company and their promoters / directors are connected in any way.
 - ⇒ To call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Offer are true and correct.
 - ⇒ To withhold submission of the Draft Offer Document / Offer Document to SEBI in case any of the particulars, information, etc., called for is not made available by the company.
22. 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.
23. Any action in connection with the Offer, on behalf of or by the Company and/or the Selling Shareholder, shall be subject to prior consultation of the BRLM.
24. The Company and the Selling Shareholder hereby indemnify and keep indemnified the BRLM, at all times from any claim or demand arising out of or in connection with or in relation to the Offer and holds the BRLM harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.

<p>For Tipco Engineering India Limited (Formerly known as <i>Tipco Engineering India Private Limited</i>)</p>  <p>RAI SONEPAT (Haryana)</p> <p>Authorised Signatory</p>	<p>Mr. Ritesh Sharma (Selling Shareholder)</p> 	<p>For Smart Horizon Capital Advisors Private Limited</p>  <p>Authorised Signatory</p> 
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25. The Company and the Selling Shareholder shall, in mutual consultation, agree and abide by the advice of the BRLM to suitably defer / postpone the Offer in the event of any happenings which in the opinion of the BRLM would tend to paralyse or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Offer.
26. The BRLM shall have the right to withdraw from the Offer if it is felt that it is against the interest of the investors. i.e., if the BRLM finds non-compliances of SEBI (ICDR) Regulations, 2018 and amendments thereto and any other major violations of the Laws of the Land by the Company and Company related entities.
27. The Company and the Selling Shareholder shall not access the moneys raised in the Offer till finalisation of basis of allotment or completion of Offer formalities.
28. The Company and the Selling Shareholder shall refund / unblocking of moneys raised in the Offer to the applicants if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The Company and the Selling Shareholder shall pay requisite interest amount if so, required under the laws or direction of order of the Board.
29. Further, a separate agreement for syndication/underwriting shall be executed at later stage.
30. **Time Frame:** The assignment is expected to be completed in the shortest/quickest possible time. However, it is to be distinctly understood that the pace of the progress of the transaction would depend on the time taken for statutory clearances and the flow of information from the Company / Promoters and top management.
31. **Payment:** For Services rendered, the Company and Selling Shareholder shall pay to BRLM fees as per the mandate dated February 08th, 2025.

Merchant Banking/ Marketing/ underwriting fees shall be 10% of Fund Raised.

All other expense such as legal expenses, printing of prospectus, Regulatory Fees payable to Registrar, peer review restatement fees, secretarial audit fees, processing fees for depositories, initial Exchange processing fees, mandatory public advertisement, Public Issue Banker Charges Stock Exchange bidding software fees, UPI Bid Charges. (Bendem, Corporate Action Fees) for CDSL/ NSDL, NSM Commission, Pan Validation charges payable to Stock Exchange, Gratuity Valuation, Publicity, selling commission and other Miscellaneous Expenses shall be directly payable by the company on actual basis.

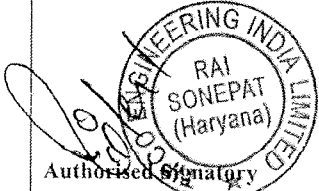

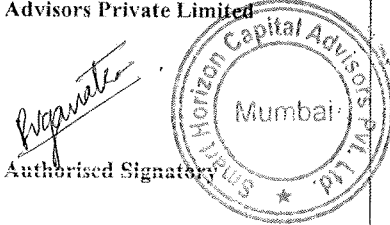
Our bill of out-of-pocket expenses would be submitted for payment on the completion of an independent stage of the assignment (not exceeding Rs. 90,000). Market Making Charges shall be Rs. 5 lakhs per annum payable for 3 years.

Note: Selling Commission shall vary depending upon the segment to which the Company belongs as well as the financials of the Company and shall be decided before the Opening of the Offer

The schedule of disbursements is as mentioned below:

Sr. No.	Merchant Banking Fees	Amount (Rs. in Lakhs)
1.	On signing of Mandate	10.00
3.	On DRHP Filing with stock exchange	10.00
4.	On Approval from Stock Exchange	10.00
5.	On closure of IPO	Remaining Amount

The above fees are exclusive of prevailing Goods and Service Tax ("GST"). All RoC and out-of-pocket expenses to be incurred in connection with the aforesaid scope of services, which shall, inter-alia, include travel (foreign and domestic), lodging/ boarding expenses, photocopying, communication expenses, etc shall be borne by the Company. Any expenses of more than Rs. 90,000 shall be incurred with the prior approval of the Company. For re-imbursalment of expenses, LM shall submit respective original bills to the Company.

<p>For Tipco Engineering India Limited (Formerly known as Tipco Engineering India Private Limited)</p>  <p>Authorised Signatory</p>	<p>Mr. Ritesh Sharma (Selling Shareholder)</p> 	<p>For Smart Horizon Capital Advisors Private Limited</p>  <p>Authorised Signatory</p>
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The fees shall be paid within ten (10) days from the date of raising of the bill. The above fees shall however be reviewed after September, 2025 in case there is delay in IPO Launch. For any further services required by your esteemed organization, we may review the fees in consultation with you. At any time if the assignment is withdrawn at the behest of the Company/Group, we shall be entitled to 100% of the fees due at immediate subsequent stage.

32. **Termination Clause:** The engagement shall be valid for a period of five years from the date of signing of the Offer Agreement and may be extended for a further period as decided between the parties.

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

- a) Mutual Consent between our Company & BRLM; or
- b) By BRLM upon giving 2 months written notice thereof to the other party; or
- c) By Completion of the Transaction;

In case of expiry of Offer Agreement or in case the Company terminates this Offer Agreement, the amount incurred by BRLM upto the date of termination of Offer Agreement will only be considered valid. Notwithstanding the above, if the Company does not proceed with the IPO, entire remaining fees (payable on closure of IPO) shall be payable to BRLM within 15 days from such communication.

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

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



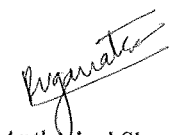
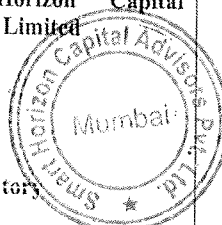
In the event of breach of any of the conditions mentioned above, the BRLM shall have the absolute right to take such action as it may in its opinion determine including but not limited to withdrawing from the Offer Management. In such an event the Company will be required to reimburse all costs and expenses incurred till such date and also entire remaining fees shall be payable to BRLM within 15 days.



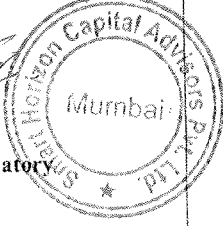
If any dispute or difference shall arise between the parties to this agreement as to the interpretation of this agreement or any covenants or conditions thereof or as to the rights, Duties or liabilities of any parties hereunder or as to any act, matter or thing arising out of or under this agreement (even though the agreement may have been terminated) and the same shall be referred to a mutually agreed arbitrator who shall proceed as per Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration shall be Mumbai and the language to be used in the arbitral proceedings shall be English / Hindi.

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

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

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

<p>For Tipco Engineering India Limited (Formerly known as <i>Tipco Engineering India Private Limited</i>)</p>  <p>RAI SONEPAT Maryana</p> <p>Authorised Signatory</p>	<p>Mr. Ritesh Sharma (Selling Shareholder)</p> 	<p>For Smart Horizon Capital Advisors Private Limited</p>  <p>Authorised Signatory</p> 
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<p>For Tipco Engineering India Limited (Formerly known as Tipco Engineering India Private Limited)</p>  <p>Authorised Signatory</p>	<p>Mr. Ritesh Sharma (Selling Shareholder)</p> 	<p>For Smart Horizon Capital Advisors Private Limited</p>  <p>Authorised Signatory</p>
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Witness:

<p>Witness 1: Prince Plot noheller 4/832 Soulpat, HR. - 131001 M. - 7419403004</p>	<p>Witness 2: Ashu DE-627 Grandhi Colony Samalkha Poni, Plot HR 132101 M. 7419403005</p>	<p>Witness 3: Sreemta . 6266538811</p>
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