



उत्तर प्रदेश UTTAR PRADESH



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This page is an integral part of the Agreement between Chandan Healthcare Ltd, Unistone Capital Pvt Ltd, persons identified in Annexure A, & RK Stockholdings Pvt. Ltd.

Chandan Healthcare Limited

Authorised Signatory

Sworn and Verified Before me

R.C. VERMA
Adv. & Notary
Lucknow U.P India
Regd No. 31/64/2000



उत्तर प्रदेश UTTAR PRADESH

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This page is an integral part of the Agreement
Chandan Healthcare Ltd, Unishare Capital
Pvt. Ltd. persons identified in Annexure A.
& RK Stockholdings Pvt. Ltd.

Chandan Healthcare Limited

Authorised Signatory

Sworn and Verified
Before me

R.C. VERMA
Adv. & Notary
Lucknow U.P India
Regd No. 31/64/2000

UNDERWRITING AGREEMENT

DATED JANUARY 31, 2025

AMONGST

CHANDAN HEALTHCARE LIMITED
(ISSUER COMPANY)

AND

UNISTONE CAPITAL PRIVATE LIMITED
(BOOK RUNNING LEAD MANAGER)

AND

PERSONS IDENTIFIED IN ANNEXURE A
(AS THE PROMOTER SELLING SHAREHOLDER, PROMOTER GROUP SELLING
SHAREHOLDERS AND INVESTOR SELLING SHAREHOLDERS)

AND

R. K. STOCKHOLDING PRIVATE LIMITED
(AS THE SYNDICATE MEMBER & MARKET MAKER)



Sworn and Verified
Before me

R. C. VERMA
Adv. & Notary 31/01/25
Lucknow U.P., India
Regd. No. 31/64/2000

A

UNDERWRITING AGREEMENT FOR THE INITIAL PUBLIC OFFER BY CHANDAN HEALTHCARE LIMITED ON EMERGE PLATFORM OF NATIONAL STOCK EXCHANGE OF INDIA LIMITED

This Underwriter agreement is made and entered into at Mumbai on this January 31, 2025 between:

CHANDAN HEALTHCARE LIMITED, a company registered under provisions of the Companies Act, 1956, as amended ("**Companies Act, 2013**") and having its registered office at Biotech Park, Sector G, Jankipuram, Kursi Road, Lucknow- 226021, Uttar Pradesh, India (the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors -in-interest and permitted assigns) of the **FIRST PART**;

AND

UNISTONE CAPITAL PRIVATE LIMITED, a company incorporated under Companies Act, 2013 and having SEBI registration number INM000012449 and having its registered Office at A/305, Dynasty Business Park, Andheri Kurla Road, Andheri East, Mumbai 400059, Maharashtra (hereinafter referred to as "**UCPL**" or "**Book Running Lead Manager**" and "**Underwriter**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

R. K. STOCKHOLDING PRIVATE LIMITED, a company incorporated under Companies Act, 1956 and having its registered office at A-7, Block B-1, 1st Floor, Mohan Co-Operative Industrial , BTPS South Delhi, New Delhi- 110044 (hereinafter referred to as "**R.K. Stockholding**" or "**Market Maker**" and "**Underwriter**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

AND

THE PERSONS IDENTIFIED IN SCHEDULE I HERETO (collectively referred to as the "**Selling Shareholders**" and individually each as "**Promoter Selling Shareholder**" "**Promoter Group Selling Shareholder**" and "**Investors Selling Shareholders**", 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 **FOURTH PART**;

In this Agreement,

- (i) Unistone Capital Private Limited is referred to as the "**Unistone/ Book Running Lead Manager**" or "**BRLM**" or "**Underwriter**";
- (ii) R. K. Stockholding Private Limited is referred to as the "**R.K. Stockholding**" or "**Market Maker**" or "**Underwriter**";
- (iii) Amaranita Holdings (India) Private Limited, "**Promoter Selling Shareholder**" whereas Ajai Singh, Bimla Singh, Vikas Lamba, and Shital Singh Solanki referred to as "**Promoter Group Selling Shareholders**" and Jagjeet Singh Kalsi, Deepak Kumar Sirohi, Anchal Sirohi, Hari Shanker Dixit, Vikalp Dixit and Brahm Prakash referred to as the "**Investor Selling Shareholders**"
- (iv) the Company, Underwriters, the Promoter Selling Shareholder, Promoter Group Selling Shareholders and Investor Selling Shareholders, are collectively referred to as the "**Parties**" and individually as a "**Party**".

Sworn and Verified
Before me

R.C. VERMA

Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

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WHEREAS:

- A. The Company and the Promoter Selling Shareholder, Promoter Group Selling Shareholders and Investor Selling Shareholders propose to undertake an initial public offering of up to 68,99,936* equity shares of face value of ₹ 10 each of the Company (the "**Equity Shares**"), comprising a fresh issue of up to 46,00,000* Equity Shares by the Company aggregating up to ₹ [●] (the "**Fresh Issue**") and an offer for sale of up to 22,99,936* Equity Shares held by the Selling Shareholders of value aggregating up to ₹ [●] and (together, the "**Offered Shares**"), as set out in **Schedule A** (such Fresh Issue together with the Offer for Sale, the "**Offer**") in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the "**ICDR Regulations**") and other Applicable Law, at such price as may be determined through the book building process under the ICDR Regulations and agreed to by the Company and the Selling Shareholders, in consultation with the BRLM (the "**Offer Price**"). The Offer may also include allocation of Equity Shares to certain Anchor Investors, as determined by the Company and Selling Shareholders, in consultation with the BRLM, on a discretionary basis, in accordance with the ICDR Regulations. The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the ICDR Regulations.

**Subject to finalization of Basis of Allotment*

- B. The board of directors of the Company ("**Board of Directors**") pursuant to a resolution dated August 26, 2024 and the shareholders of the Company pursuant to a resolution dated September 20, 2024 in accordance with Section 62(1)(c) of the Companies Act have approved and authorized the Offer.

- C. The Issuer Company has received an in-principle approval dated January 14, 2025 National Stock Exchange of India Limited ('NSE') for listing of its equity shares on the Emerge Platform of the NSE.

- D. The Offer shall be conducted through the Book Building Process route pursuant to the SEBI (ICDR) Regulations, 2018 as amended.

- E. The Company has appointed Unistone Capital Private Limited to manage the Offer as the Book Running Lead Manager and Unistone Capital Private Limited has accepted the engagement in terms of their Agreement dated February 22, 2024 subject to the terms and conditions set forth therein.

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

1. DEFINITIONS AND INTERPRETATIONS

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

"**Affiliate**" with respect to a specified person, shall mean any other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

"**Allotment**" shall mean the Offer and allotment of equity shares pursuant to Fresh Issue to successful Applicants.

Sworn and Verified Before me "Agreement" shall mean this agreement or any other agreement as specifically mentioned.

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"Applicant" shall mean any prospective Investor who has made an application in accordance with the Draft Red Herring prospectus and/or Red Herring Prospectus and/or the Prospectus.

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

"Application Amount" shall mean the value of Application shares indicated in the Application Form and payable by the Applicant or blocked in the ASBA Account upon submission of the Bid in the Offer.

"Application form" shall mean form used by an Applicant, to make an Application and which will be considered as the application for Allotment in terms of the Red Herring Prospectus.

"BRLM" shall mean the Book Running Lead Manager to the Offer i.e. Unistone Capital Private Limited.

"Closing Date" shall mean the date of allotment of the Shares by the Company, in accordance with the Red Herring Prospectus, which date will not be later than 90 days after the application opening date, unless otherwise mutually agreed in writing between the BRLM and the Issuer Company.

"Companies Act" shall mean the Companies Act, 1956 and the Companies Act, 2013, along with the rules framed there under to the extant notified as amended from time to time.

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

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

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus of the Company which was filed with Emerge Platform of the NSE in accordance with Section 32 of the Companies Act, 2013 for getting in-principle listing approval.

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

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

"Market Maker" shall mean any person who is registered as a Market Maker with Emerge Platform of the NSE.

"Market Maker Reservation Portion" shall mean the reserved portion for the Designated Market Maker of such number of Equity Shares of face value of ₹ 10/- each which shall be at least five per cent of the number of Equity Shares issued to public which shall be determined in accordance of Book Building Process as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018.

Sworn and **"Market Making Agreement"** shall mean the Agreement entered between the Issuer Company, Before me Lead Manager and Market Maker.

R.C. VERMA 21/01/25
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"Material Adverse Effect" shall mean, individually or in the aggregate, a material adverse effect on the condition, financial or otherwise, or in the earnings, business, management, operations or prospects of the Company and its subsidiaries, taken as a whole.

"Net Offer" shall mean the Offer of equity shares in this Offer excluding Market Maker Reservation Portion.

"Non-institutional Applicants" shall mean all Applicants that are not QIBs or Retail Applicants and who have applied for equity shares for an amount more than Rs. 2,00,000.

"NSE" shall mean National Stock exchange of India Limited

"Offer" shall mean the Initial Public Offer upto 68,99,936* Equity shares of ₹ 10/- each at an Offer Price of ₹ [●]/- per Equity share, including a premium of ₹ [●]/- per equity share aggregating to ₹ [●] lakhs comprising a Fresh Issue upto 46,00,000* Equity Shares and the Offer for Sale upto 22,99,936* Equity Shares by Promoter Selling Shareholder, Promoter Group Selling Shareholders and Investor Selling Shareholders.

**Subject to finalization of Basis of Allotment*

"Offer Agreement" shall mean the agreement dated September 28, 2024 and the addendum to Offer agreement dated January 10, 2025 between our Company, the Promoter Selling Shareholder, Promoter Group Selling Shareholders, and the Investor Selling Shareholders and the BRLM, pursuant to which certain arrangements are agreed to in relation to the Offer.

"Offer Closing Date" shall mean any such date on completion of the application hours after which the Collection Banker will not accept any applications for the Offer, which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

"Offer Opening Date" shall mean any such date on which the Collection Banker shall start accepting applications for the Offer, within the application hours which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

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

"Offer Documents" shall mean, collectively, the Draft Red Herring Prospectus the Application Form, the Red Herring Prospectus, Prospectus, any Supplemental Offer Materials, including all supplements, corrections, and amendments, thereto.

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

"Public Offer Account" shall mean the Public Offer Account as and when opened by the Issuer Company with a designated Banker to the Offer in order to collect the subscription monies procured from this Offer of Shares.

"Prospectus" shall mean the prospectus of the Company which will be filed with NSE / SEBI / ROC and others in accordance with Section 26 of the Companies Act, 2013.

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"Qualified Institutional Buyers" or "QIBs" Qualified Institutional Buyers as defined under Regulation 2(1) (ss) of the SEBI (ICDR) Regulations, 2018.

"Red Herring Prospectus" shall mean the **Red Herring Prospectus** of the Company which will be filed with NSE / SEBI / ROC and others in accordance with Section 26 and 32 of the Companies Act, 2013 after getting in-principle listing approval but before opening the Offer.

"Registrar" shall mean KFin Technologies Limited, a company incorporated under the Companies Act, 2013 and having its registered office at Selenium Tower-B, Plot 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad – 500 032, Telangana, India.

"Retail Applicants" shall mean individual Applicants (including HUFs and NRIs) who have applied for Equity Shares for an amount not more than Rs. 2,00,000 in any of the application options in the Offer.

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

"SEBI Act" shall mean the Securities and Exchange Board of India Act, 1992, as amended and as applicable to the Offer.

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

"SME Platform of the NSE" shall mean EMERGE platform of NSE, approved by SEBI as an SME Exchange for listing of equity shares issued under Chapter IX of the SEBI ICDR Regulations.

"Underwriters" shall mean Book Running Lead Manager i.e. Unistone Capital Private Limited and Market Maker i.e. R.K. Stockholding Private Limited.

1.2. In this Agreement, unless the context otherwise requires:

- a) word denoting the singular shall include the plural and vice versa;
- b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- c) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- d) references to the word "include" or "including" shall be construed without limitation;
- e) references to this Offer Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Offer Agreement or to such other agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or noted;
- f) any reference to any Party to this Offer Agreement, or any other agreement, deed or instrument shall include its successors, heirs or permitted assigns;
- g) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- h) references to a Section, Paragraph or Annexure is, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Offer Agreement; and
- i) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and

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- j) capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus.

2. UNDERWRITING

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

2.1 Following will be the underwriting obligations under:

Name of Underwriter	Shares Underwritten	% of the Total Offer Size Underwritten
Unistone Capital Private Limited	[●]*	100%

**Includes Equity Shares of the Market Maker Reservation Portion which are to be subscribed by the Market Maker, R.K. Stockholding Private Limited in its own account in order to claim compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, 2018, as amended.*

2.2 The Company shall before delivering to the Registrar of Companies (hereinafter referred to as "ROC") make available to the Underwriters a copy of the Red Herring Prospectus and Prospectus, which shall be as modified in the light of the observations made by NSE while issuing the in-principle approval letter. The Underwriter shall before executing its obligations under this agreement satisfy itself with the terms of the Offer and other information and disclosures contained therein.

2.3 The Red Herring Prospectus and Prospectus in respect of the public Offer shall be delivered by the Company to the ROC for registration in accordance with the provisions of the Companies Act, 2013 as may be amended from time to time, but not later than one year from the date of this Agreement or such extended period(s) as the Underwriters may approve in writing, the time being the essence of this Agreement. The Company agrees that, if after filing of the Red Herring Prospectus and Prospectus with the ROC, any additional disclosures are required to be made in the interest of the investors in regard to any matter relevant to the Offer, the Company shall comply with such requirements as may be stipulated by NSE, SEBI, ROC or the Book Running Lead Manager and compliance of such requirements shall be binding on the Underwriters; provided that such disclosures shall not give a right to the Underwriters to terminate or cancel its Underwriting obligations unless such subsequent disclosures are certified by NSE or SEBI as being material in nature and essential for the contract of Underwriting;

2.4 All the applications made by any applicant except by Underwriters on their "OWN" account shall be construed to be part of the "Net Offer" applications.

2.5 With regard to the Market Maker Reservation Portion, it is compulsory that the Market Maker subscribe to the specific portion of the Offer set aside as "Market Maker Reservation Portion" as it needs to be subscribed in its OWN account in order to claim compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, 2018, as amended.

2.6 the Underwriters for the "Net Offer" shall be entitled to arrange for sub-underwriting of its underwriting obligation on its own account with any person or persons on terms to be agreed upon between them. Notwithstanding such arrangement, the Underwriters shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-Underwriters to discharge sub-underwriting obligations, shall not exempt or discharge the Underwriters of its underwriting obligation under this Agreement.

Sworn and
Before me

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- 2.7 The Underwriters should ensure that subscription is received up to the amount underwritten. It will be the responsibility of the Underwriters to ensure that Applications received from its side are properly stamped by its name / code. In the event of any under subscription, the responsibility of the Underwriters will be decided based on the amount of applications already received from its side by the Book Running Lead Manager.
- 2.8 If the Net Offer is undersubscribed, the Underwriters shall be responsible to subscribe/procure subscription to the unsubscribed shares.
- 2.9 The underwriting obligations for Underwriters in case of shortage shall be discharged in the manner mentioned below:
- a) the Company shall within 30 days after the date of closure of subscription list communicate in writing to the Underwriters, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the Underwriters or subscription to be procured therefore by the Underwriters.
 - b) the Company shall make available to the Underwriters, the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from the Company's auditors.
 - c) The Underwriters on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case within 60 days from the date of closure of the Offer, in the manner specified in clauses 2.8, 2.9 and elsewhere in this Agreement, make or procure the applications to subscribe to the shares / debentures and submit the same together with the application moneys to the Company in its Escrow Account opened specifically for this Offer.
 - d) in the event of failure of the Underwriters to make the application to subscribe to the shares as required under clause (c) above, the Company shall be free to make arrangements with one or more persons to subscribe to such shares without prejudice to the rights of the Company to take such measures and proceedings as may be available to it against the Underwriters including the right to claim damage for any loss suffered by the Company by reason of failure on the part of the Underwriters to subscribe to the shares as aforesaid.
- 2.10 The Company is free to quantify the damages upto a value of the shares not subscribed by the Underwriters in terms of its commitment under this Agreement.

3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITERS

- 3.1 **Net worth of the Underwriters.** The Underwriters, hereby declares that they satisfy the Net Worth/ Capital Adequacy Requirements specified under the SEBI (Underwriter) Rules and Regulations, 1993 or the bye-laws of the stock exchange of which the Underwriters are members and that they are competent to undertake the underwriting obligations mentioned in clause 2 hereinabove.
- 3.2 **Registration with the SEBI:** The Underwriters i.e. Unistone Capital Private Limited and the Market Maker i.e. hereby declares that the Underwriters being Merchant Banker (Book Running Lead Manager) and Stockbroker, respectively are entitled to carry on the business as the Underwriter without obtaining a separate certificate under the SEBI (Underwriter) Regulations 1993 framed under the SEBI Act.
- 3.3 The Underwriters confirm to the Company they are responsible and liable to the Company, for any contravention of the SEBI Act, rules or regulations thereof. The Underwriters further confirm that they shall abide with its duties, function, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992.

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- a) They have taken all necessary actions to authorize the signing and delivery of this Agreement;
- b) The signing and delivery of this agreement and the compliance with this Agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Underwriters.
- c) They will comply with all of its obligations set forth in this Agreement.
- d) They shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of NSE w.r.t underwriting in general and underwriting this Public Offer in specific.
- e) They shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchange and other related associations from time to time.
- f) That all actions required to be taken, fulfilled or things required to be done (including, but without limitation, the making of any filing or registration) for the execution, delivery and performance by the Underwriters of their obligations under this Agreement and performance of the terms thereof have been taken, fulfilled or done and all consents, authorizations, orders or approvals required for such execution, delivery and performance have been unconditionally obtained and remain in full force and effect;
- g) Unless otherwise expressly authorized in writing by the Company, neither the Underwriters nor any of their Affiliates nor any of their respective directors, employees or agents, has made or will make any verbal or written representations in connection with the Offer other than those representations made pursuant to the terms and conditions set forth in this Agreement or contained in the Offering Document(s) or in any other document, the contents of which are or have been expressly approved or provided for in writing for the Offer purpose by the Company.

3.5 The Underwriters acknowledge that they are under a duty to notify the Company and the SME Platform of NSE immediately in case they become aware of any breach of a representation or warranty.

4. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

4.1 **Warranty as to statutory and other approvals.** The Company warrants that all consent, sanctions, clearance, approvals, permissions, licenses, etc., in connection with the public Offer as detailed in the Prospectus or required for completing the Prospectus have been obtained or will be obtained and the same shall remain effective and in force until the allotment of all the shares/ debenture are completed.

In addition to any representations of the Issuer under the Red Herring Prospectus the Company hereby represents and warrants that:

- a) It has taken all necessary actions to authorize the signing and delivery of this Agreement;
- b) The signing and delivery of this Agreement and the compliance with this Agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Company.
- c) It will comply with all of its respective obligations set forth in this Agreement.
- d) It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of NSE with respect to the role of the Company in the Underwriting process in general and Underwriting in the Equity Shares of the Company in specific.

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e) They shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchange and other related associations from time to time.

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- 4.2 The Company acknowledges that it is under a duty to notify the Underwriters and the SME Platform of NSE immediately in case it becomes aware of any breach of a representation or a warranty.

5. REPRESENTATIONS AND WARRANTIES BY THE BOOK RUNNING LEAD MANAGER:

5.1 In addition to any representations of the Book Running Lead Manager under the Due Diligence Certificate and Underwriting Agreement, the Book Running Lead Manager hereby represents and warrants that:

- a) It has taken all necessary actions to authorize the signing and delivery of this Agreement;
- b) The signing and delivery of this agreement and the compliance with this Agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Book Running Lead Manager.
- c) It will comply with all of its respective obligations set forth in this Agreement.
- d) It shall ensure compliance with the applicable laws and rules laid down by SEBI and the NSE with respect to the role of the BRLM in the Underwriting process in general and Underwriting process in the shares of the Company in specific.
- e) It shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, the stock exchange and related associations from time to time.

5.2 The Book Running Lead Manager acknowledges that it is under a duty to notify the Company and the SME Platform of NSE (NSE) immediately in case it becomes aware of any breach of a representation or a warranty.

6. CONDITIONS OF THE UNDERWRITERS' OBLIGATIONS

6.1 The several obligations of the Underwriters under this Agreement are subject to the following conditions:

- a) Subsequent to the execution and delivery of this Agreement and prior to the Offer Closing Date there shall not have occurred any regulatory changes, or any development involving a prospective regulatory changes or any order or directive from SEBI, the SME Platform of NSE or any other governmental, regulatory or judicial authority that, in the judgment of the Underwriters/ Underwriters, is material and adverse and that makes its, in the judgment of the Underwriters, impracticable to carry out Underwriters obligations.
- b) Subsequent to the execution and delivery of this Agreement and prior to the Offer Closing Date there shall not have occurred any change, or any development involving a prospective changes, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company and its subsidiaries, taken as a whole, that, in the judgment of the BRLM, is material and adverse and that makes it, in the judgment of BRLM, impracticable to market the Offer Shares or to enforce contracts for the sale of the Offer Shares on the terms and in the manner contemplated in the Offering Documents.
- c) If the Underwriters are so notified or become aware of any such filing, communication, occurrence or event, as the case may be, that makes it impracticable to carry out its/their Underwriting obligations, it/they may give notice to the Company to the effect, with regard to the Offer shares this agreement shall terminate and cease to have effect, subject as set out herein.
- d) The representations and warranties of the Company contained in this Agreement shall be true and correct on and as of the Offer Closing Date and that the Company shall have complied with all the conditions and obligations under this Agreement and the Offer Agreement dated September 28, 2024 and addendum to the offer agreement dated January 10, 2025 on its part to be performed or satisfied on or before the Offer Closing Date.

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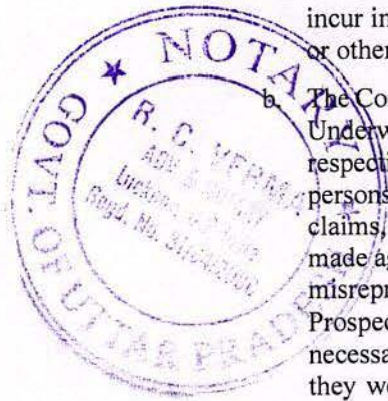
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- e) The Underwriters shall have received evidence satisfactory to it that the Equity Shares have been approved in-principle for listing on the SME Platform of the NSE and that such approvals are in full force and effect as of the Closing Date.
 - f) Prior to the Offer Closing Date, the Book Running Lead Manager and the Company shall have furnished to the Underwriters such further information, certificates, documents and materials as the Underwriters shall reasonably request in writing.
- 6.2 If any condition specified in Section 5.1 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Underwriters by written notice to the Company any time on or prior to the Offer Closing Date; provided, however, that this Section 5.2, Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall survive the termination of this Agreement.

7. INDEMNITY

- a. The Underwriters herein shall indemnify and keep indemnified the Issuer for their own account and their respective Affiliates and all the respective directors. Officers, employees, duly authorised agent and controlling persons (each, an "**Indemnified Party**") from and against any and all losses, liabilities, costs, Claims, charges, actions, proceedings, damages, expenses or demands which it incur or which is made against it as a result of the or arising out of, or in relation to the IPO subscription, trading, liquidity and failure to make minimum market requirement from time to time which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the willful defaults or gross negligence on the part of the Underwriters. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charges, demand or action or other proceeding.
- b. The Company shall indemnify and keep indemnified, each of the Book Running Lead Manager, Underwriters and Market Maker for its own account and their respective Affiliates and all other respective directors, officers, employees, professionals, duly authorised agents and controlling persons (each, an "**Indemnified Party**") from against any and all losses, Liabilities, costs, claims, charges, actions, proceedings, damage, expenses or demands which it incur or which is made against it as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus or omission or alleged omission there from of a material fact necessary in order to make the statements therein in the light of the circumstances under which they were made not misleading, or which are determined by the court or arbitral tribunal of competent jurisdiction to have resulted from bad faith, dishonesty, illegal or fraudulent acts or the willful default or gross negligence on the part of the Company. Such indemnity will extend to include all reasonable costs, charges and other expenses that such Indemnified party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings. Provided however that the Company will not be liable to the Book Running Lead Manager, Underwriters, Market Maker to the extent that any loss, claim, damage or liability is found in a judgment by the court to have resulted solely and directly from any of the Underwriters severally, as the case may be, bad faith or gross negligence or willful misconduct, illegal or Fraudulent acts, in performing the services under this agreement.
- c. The indemnity provisions contained in this Clause 7 and the representations, warranties and other statements of the Company, the Book Running Lead Manager and the Underwriters contained in this Agreement shall remain operative and in full force and effect regardless of (i) termination of this Agreement, (ii) any investigation made by or on behalf of Underwriters or its directors, officers, employees, agents and representatives, or by or on behalf of the Company, its respective officers or directors or any Affiliate or person Controlling the Company and (iii) acceptance of and payment for any of the Equity Shares.



Sworn and Verified
Before me

R.C. VERMA
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

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8. TERMINATIONS

8.1 This Agreement shall be in force from the date of execution until the allotment of securities in this Offer and fulfillment of the obligations of the Underwriters as set-out in this agreement.

8.2 Notwithstanding anything contained herein, the Underwriters shall have the option of terminating this Agreement by giving a notice in writing to the Company, to be exercised by them at any time prior to the opening of the Offer as notified in the Prospectus of terminating this Agreement under any or all of the following circumstances –

- i. if any representations/ statement made by the Company to the Underwriters and/ or in the application forms, negotiations, correspondence, the Prospectus or in this Agreement are or are found to be incorrect;
- ii. a complete breakdown or dislocation of business in the major financial markets, affecting the cities of Kolkata, Mumbai, Chennai or New Delhi;
- iii. declaration of war or occurrence of insurrection, civil commotion or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Mumbai, Chennai, Kolkata and New Delhi.
- iv. there shall have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the assets, liabilities, earnings, business, prospects, management or operations of the Company, whether or not arising in the ordinary course of the business that, in the judgment of the Underwriters, is material and adverse and that makes it, in the judgment of the Underwriters, impracticable or inadvisable to market the Equity Shares on the terms and conditions and in the manner contemplated in the Offering Document(s) and this Agreement.

v. the Book Running Lead Manager may terminate this Agreement with immediate effect, which in view of the Book Running Lead Manager, affects the ability of the Underwriters to carry out its obligations or negatively affects the goodwill of the Company.

8.3 Notwithstanding anything contained in section 8.1 above, in the event of the Company failed to perform all or any of the covenants within limit specified wherever applicable under this Agreement of underwriting, the Underwriters shall inform the Company with adequate documentary evidence of the breach/non-performance by Registered post/ Speed post and acknowledge obtained therefore, whereupon the Underwriters shall be released from all or any of the obligations required to be performed by him.

8.4 The provision of Section 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall survive the termination of this agreement.

9. NOTICES

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

10. MAXIMUM LIABILITY:

Sworn and Verified
Before me To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement,
& the total liability, in the aggregate, of BRLM in capacity of Book Running Lead Manager &

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Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

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Underwriters 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 Book Running Lead Manager respectively, till such date under this agreement.

11. CHANGE IN LEGAL ENVIRONMENT

The terms of this agreement for services by Book Running Lead Manager for the Offer and underwriting 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 Exchange 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 Offer or underwriting unsuccessful for the reasons beyond Book Running Lead Manager and the Issuer's control shall not be counted as Book Running Lead Manager's failure. In case of such an event, Book Running Lead Manager shall not be liable or legally bound to any proceedings or actions for refund of fees received by us till such date.

12. TIME IS THE ESSENCE OF AGREEMENT

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

13. SEVERAL OBLIGATIONS

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

14. MISCELLANEOUS

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

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and shall be subject to Mumbai, Maharashtra jurisdiction.

16. ARBITRATION

Reference to arbitration - Any dispute arising out of this agreement between the Underwriters and the Company shall be referred to the Arbitration Committee by the NSE and the decision of the Arbitration Committee shall be final and binding on both the parties.

All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in Mumbai, Maharashtra, India.

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

17. AMENDMENT

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Before me

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Lucknow U.P. India
Regd. No. 31/64/2000

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CUMULATIVE REMEDIES

The rights and remedies of each of the parties and each indemnified person under Sections 7 and 23 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

21. ILLEGALITY

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

22. ASSIGNMENT

No party may assign any of their rights under this Agreement without the consent of the Party against whom the right operates. No provision of this Agreement may be varied without the consent of the Underwriters, Book Running Lead Manager and Company.

The undersigned hereby certifies and consent to act as Underwriters to the aforesaid Offer and to their name being inserted as Underwriters in the Prospectus and Offer Memorandum which the Company intends to Offer in respect of the proposed Offer and hereby authorize the Company to deliver this Agreement to SEBI and the SME Platform of NSE.

23. FEES, COMMISSION AND EXPENSES

In consideration of the underwriting obligations performed by the Underwriters, the Company shall pay the Underwriters the fees and commissions mutually agreed by the parties as per Schedule A in respect of the obligations undertaken by it. Such fee shall be paid to the Underwriters or such other persons as directed by the Underwriters from time to time. However, it may be noted that the rates or fees so agreed upon shall be subject to the provisions of Companies Act and that the obligation to pay underwriting commission shall arise upon execution of this agreement irrespective of the fact whether there is any devolvement or no devolvement on the Underwriters towards under subscription.

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

24. EXECUTION

This Agreement and amendment to this agreement, if any, may be executed in any number of counterparts, or using separate signature pages. Each such executed counterpart and each counterpart to which such signature pages are attached shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A signed copy of

Sworn and
Before me

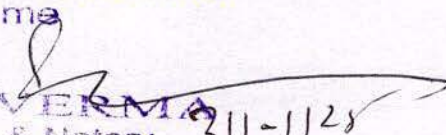
R.C. VERMA
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

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this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



Sworn and Verified
Before me


R.C. VERMA
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

Page 15 of 31

A

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE DATE MENTIONED ABOVE.

For and on behalf of

CHANDAN HEALTHCARE LIMITED

Chandan Healthcare Limited
Authorised Signatory



Name: Amar Singh

Designation: Chairman & Managing Director



Sworn and Verified
Before me

R.C. VERMA

Adv. & Notary
Lucknow U.P., India
Regd. No. 31/64/2000

31/01/20

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE
DATE MENTIONED ABOVE.

For and on behalf of

UNISTONE CAPITAL PRIVATE LIMITED



Name: Brijesh Parekh

Designation: Director

Sworn and Verified
Before me

R.C. VERMA
Adv. & Notary
Lucknow, U.P. India
Regd. No. 31/64/2000

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE
DATE MENTIONED ABOVE.

For and on behalf of

R.K. STOCKHOLDING PRIVATE LIMITED

For R.K. Stock Holding Pvt. Ltd.

Director



Name: Navdeep Varshneya

Designation: Director



Sworn and Verified
Before me

R.C. VERMA 31/11/25
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

Page 18 of 31



IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE
DATE MENTIONED ABOVE.

SIGNED

AmarAnita Holding (India) Pvt. Ltd.

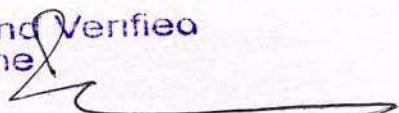

Authorised Signatory



Amaranita Holdings (India) Private Limited
Amar Singh
Director
(Promoter Selling Shareholder)



Sworn and Verified
Before me


R.C. VERMA 31/01/25
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000



IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE
DATE MENTIONED ABOVE.

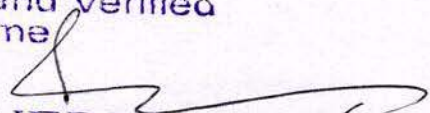
SIGNED



Ajai Singh
(Promoter Group Selling Shareholder)



Sworn and Verified
Before me


R.C. VERMA
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

31.01.25



IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE
DATE MENTIONED ABOVE.

SIGNED

Bimla Singh

Bimla Singh
(Promoter Group Selling Shareholder)



Sworn and Verified
Before me

31/01/20
R.C. VERMA
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000



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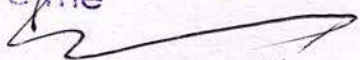
SIGNED



Vikas Lamba
(Promoter Group Selling Shareholder)



Sworn and Verified
Before me



R.C. VERMA
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000n



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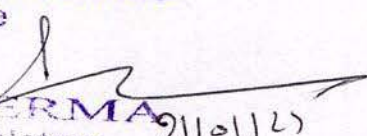
SIGNED



Shital Singh Solanki
(Promoter Group Selling Shareholder)



Sworn and Verified
Before me


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Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE
DATE MENTIONED ABOVE.

SIGNED

Singh Kalsi

Jagjeet Singh Kalsi
(Investor Selling Shareholder)



Sworn and Verified
Before me

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Lucknow U.P. India
Regd. No. 31/64/2000

31/01/25

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE
DATE MENTIONED ABOVE.

SIGNED



Deepak Kumar Sirohi
(Investor Selling Shareholder)



Sworn and Verified
Before me

R.C. VERMA 31/01/21
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

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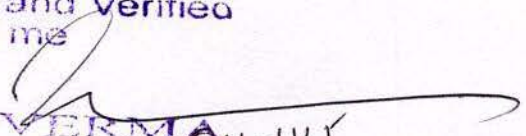
SIGNED



Anchal Sirohi
(Investor Selling Shareholder)



Sworn and Verified
Before me


R.C. VERMA
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE
DATE MENTIONED ABOVE.

SIGNED



Hari Shanker Dixit
(Investor Selling Shareholder)



Sworn and Verified
Before me

R.C. VERMA
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

31/01/25


IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE
DATE MENTIONED ABOVE.
SIGNED



Vikalp Dixit
(Investor Selling Shareholder)



Sworn and Verified
Before me


R.C. VERMA
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

21/11/25

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE
DATE MENTIONED ABOVE.

SIGNED

BBN.

Brahm Prakash
(Investor Selling Shareholder)



Sworn and Verified
Before me

R.C. Verma
R.C. VERMA
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

31/01/25

Annexure A

Details of the Promoter Selling Shareholder, Promoter Group Selling Shareholders and Selling Shareholders

Sr. No.	Name of Selling Shareholder	Date of Corporate Authorization/ Board Resolution/ Date of Consent	Equity Shares Offered	PAN	Address
1.	Amaranita Holdings (India) Private Limited (Promoter Selling Shareholder)	August 28, 2024	Up to 17,54,936	AAHCA1540R	40, Chandan Vihar, Faridi Nagar, Lucknow-226015
2.	Jagjeet Singh Kalsi (Investor Selling Shareholder)	August 26, 2024	Up to 1,10,000	ADPPK0087R	Flat No. 1302, Tower no. 7, Ayodhya Road, opposite Crown mall, Sunbreeze 1, BBD Greencity, Lucknow-226028
3.	Deepak Kumar Sirohi (Investor Selling Shareholder)	August 26, 2024	Up to 1,00,000	AXEPS2980G	H.No. 52, Near Cimap, Awadh Kunj, Faridinagar, Cimap, Lucknow, Uttar Pradesh-226015
4.	Ajai Singh (Promoter Group Selling Shareholder)	August 26, 2024	Up to 50,000	AHNPS7885B	32-37, Kukrail Picnic Spot Road, NEAR Kukrail Picnic Spot Faridi Nagar Cimap S O Lucknow -226015
5.	Bimla Singh (Promoter Group Selling Shareholder)	August 26, 2024	Up to 50,000	AKFPS0673L	19, Chandan Vihar, Faridi Nagar, Lucknow -226015
6.	Vikas Lamba (Promoter Group Selling Shareholder)	August 26, 2024	Up to 50,000	ACLPL2389Q	House No. 35, Chandan Vihar, Faridi Nagar, Lucknow-226015
7.	Shital Singh Solanki (Promoter Group Selling Shareholder)	August 26, 2024	Up to 50,000	AHYPS0106N	66, Chandan Vihar, Faridi Nagar, PO.- Cimap, Lucknow - 226015

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Before me

R.C. VERMA

Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000

Sr. No.	Name of Selling Shareholder	Date of Corporate Authorization/ Board Resolution/ Date of Consent	Equity Shares Offered	PAN	Address
8.	Anchal Sirohi (Investor Selling Shareholder)	August 26, 2024	Up to 50,000	CUAPS0225H	H.No. 52, Near Cimap, Awadh Kunj, Faridinagar, Cimap, Lucknow, Uttar Pradesh-226015
9.	Hari Shanker Dixit (Investor Selling Shareholder)	August 26, 2024	Up to 50,000	AARPD6602Q	C-202, Opposite Charan Guest House, Nirala Nagar, Lucknow-226020
10.	Vikalp Dixit (Investor Selling Shareholder)	August 26, 2024	Up to 25,000	ADCPD2871R	C-202, Near 8 No. Crossing, Nirala Nagar, Lucknow-226020
11.	Brahm Prakash (Investor Selling Shareholder)	August 26, 2024	Up to 10,000	AHEPP3270A	Rh/a/201, Rohini Apartments, River View Enclave, Sector-4, Near DPS School, Sector-4, Gomtinagar, lucknow-226010
Total			Up to 22,99,936		



Sworn and Verified
Before me

R.C. VERMA 31/01/25
Adv. & Notary
Lucknow U.P. India
Regd. No. 31/64/2000