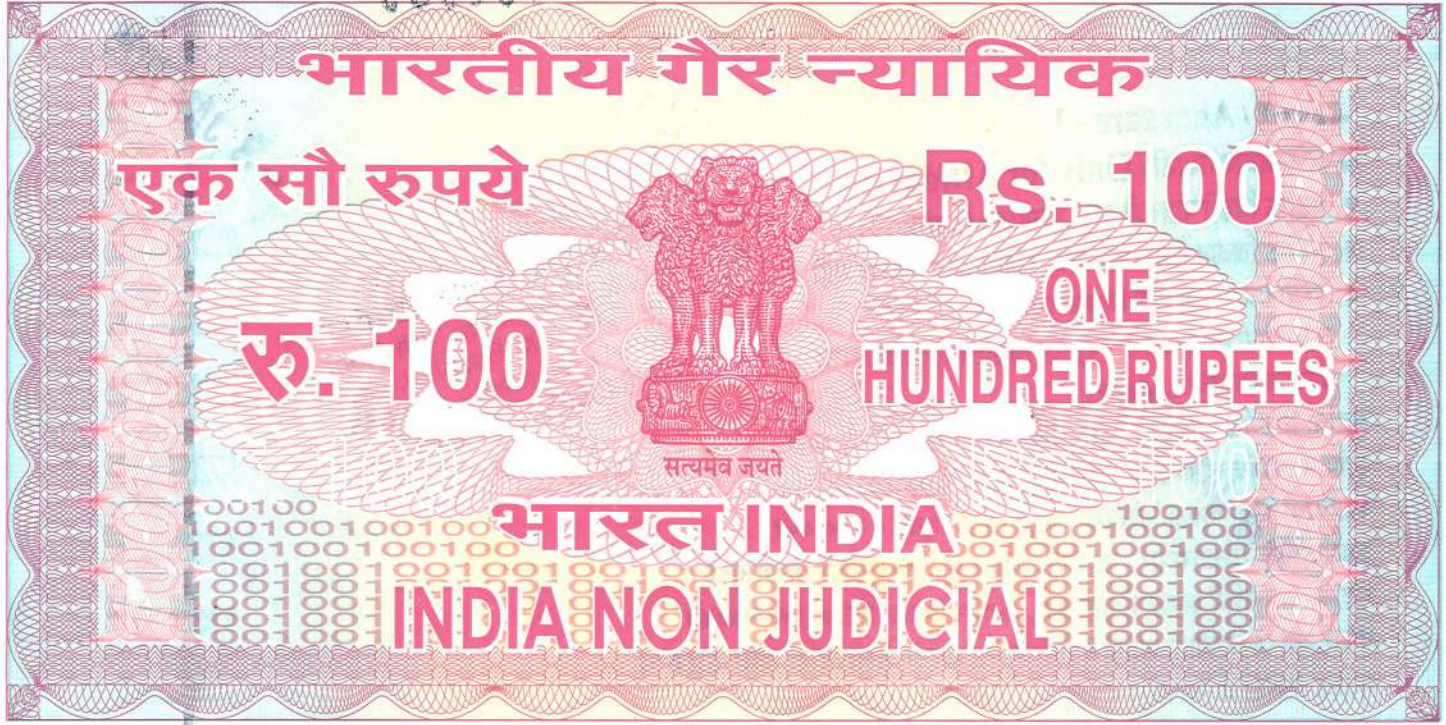




महाराष्ट्र MAHARASHTRA

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33AB 793971
प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९९
26 DEC 2024
सक्षम अधिकारी S

श्रीमती संगिता जाधव

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE OFFER AGREEMENT
EXECUTED ON DECEMBER 26, 2024 BETWEEN

CHEMKART INDIA LIMITED ("THE COMPANY") AND

MR. ANKIT SHAILESH MEHTA & MS. PARUL SHAILESH MEHTA ("THE SELLING
SHAREHOLDERS") AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED ("BOOK RUNNING LEAD
MANAGER" or "BRLM")



Signature

P.S. Mehta

Signature



001970

-3 JAN 2025

अनुषंग-१ / Annexure - I

फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
२. मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही
३. परवानाधारक मुद्रांक विक्रेत्याची सही

व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता
परवाना क्रमांक ८००००११

मुद्रांक विक्रीचे ठिकाण / पत्ता: सौ. कांचन हर्षद बोंगाळे

शॉप नं. २, बिल्डिंग नं. ४, कोलगेट मैदानासमोर,

साईबाबा मंदिर जवळ, खेरनगर, बांद्रा (पूर्व), मुंबई - ४०० ०५१.

शासकीय कार्यालयसमोर / न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी

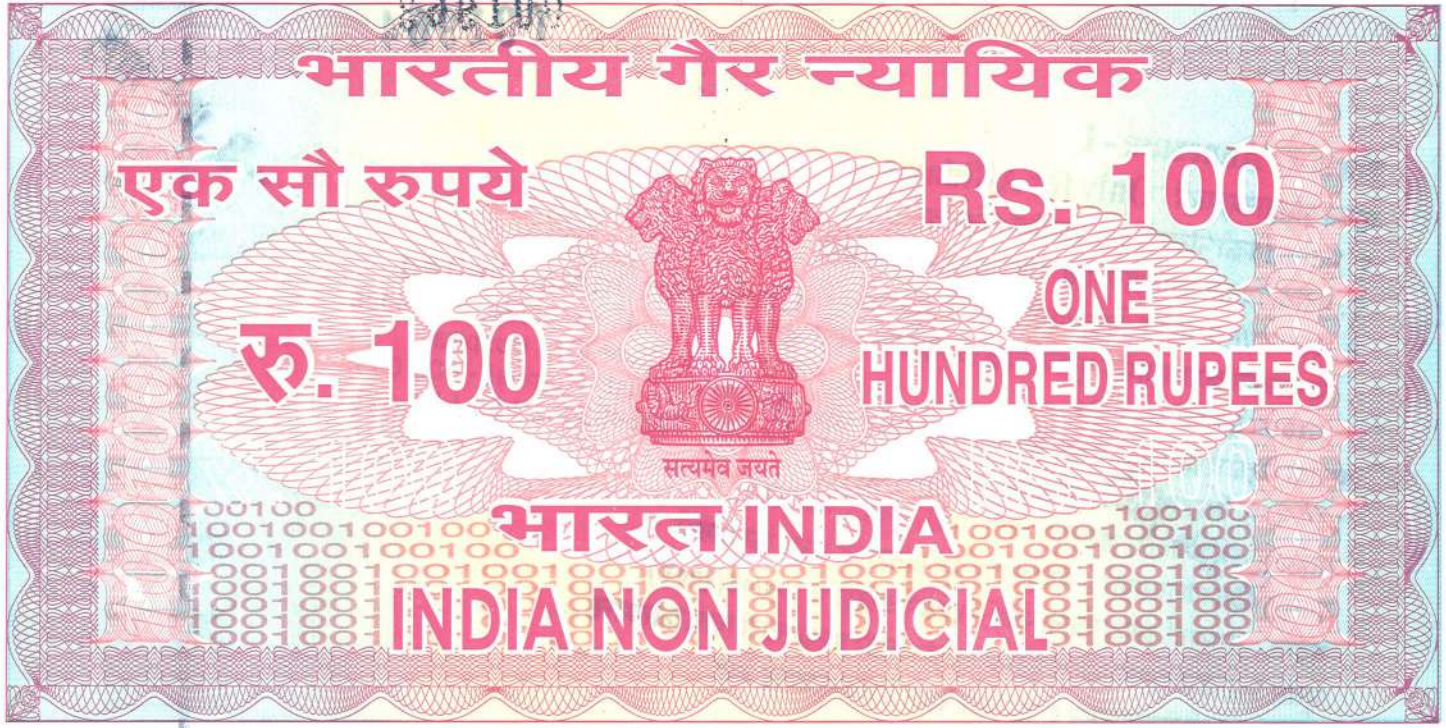
मुद्रांक लागूदाची आवश्यकता नाही, (शासन आदेश दि. ०१/०७/२००४)

नूसार ज्या करणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांनी त्याच कारणाने

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Chemkart India Limited
403 - 404, K.L. Accolade, 4th Floor,
Rd. No. 6, Near R.K. Hospital,
Santacruz East, Mumbai - 400 055.
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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९९
26 DEC 2024
सक्षम अधिकारी 5

श्रीमती संगिता जाधव

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE OFFER AGREEMENT
EXECUTED ON DECEMBER 26, 2024 BETWEEN

CHEMKART INDIA LIMITED ("THE COMPANY") AND

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SHAREHOLDERS") AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED ("BOOK RUNNING LEAD
MANAGER" or "BRLM")



Ankit

PS-Mehta

Ankit



001964

-3 JAN 2025

जोडपत्र-१ / Annexure - I

फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

१. मुद्रांक विक्री नोंदवही अनु क्रमांक / दिनांक
२. मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही
३. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता

Chemkart India Limited
403 - 404, K.L. Accolade, 4th Floor,
Rd. No. 6, Near R.K. Hospital,
Santacruz East, Mumbai - 400 055.
Mobile: 8828405052 / 53 / 54

परवाना क्रमांक ८००००११
मुद्रांक विक्रीचे ठिकाण / पत्ता: सौ. कांचन त्रिवेदी बोंगले
शॉप नं. २, बिल्डींग, कोलगेट मैदानासमोर,
साईबाबा मंदिर, खेरनगर, बांद्रा (पूर्व), मुंबई - ४०० ०५१.
शासकीय कार्यालयसमोर / न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी
मुद्रांक लागूदाची आवश्यकता नाही, (शासन आदेश दि. ०१/०७/२००४)
नूसार ज्या करणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात दाखलणे संपन्नकारक आहे.





महाराष्ट्र MAHARASHTRA

2024

33AB 793966

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००७९९
26 DEC 2024
सक्षम अधिकारी

श्रीमती संगिता जाधव

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE OFFER AGREEMENT
EXECUTED ON DECEMBER 26, 2024 BETWEEN

CHEMKART INDIA LIMITED ("THE COMPANY") AND

MR. ANKIT SHAILESH MEHTA & MS. PARUL SHAILESH MEHTA ("THE SELLING
SHAREHOLDERS") AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED ("BOOK RUNNING LEAD
MANAGER" or "BRLM")

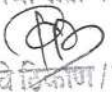


001965

13 JAN 2015

जोडपत्र-१ / Annexure - I

फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
२. मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही
३. परवानाधारक मुद्रांक विक्रेत्याची सही 
व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता
परवाना क्रमांक ८००००११

मुद्रांक विक्रीचे ठिकाण / पत्ता: सौ. कांचन हर्षद बोंगाळे

शॉप नं. १, बिल्डिंग नं. ४, कोलगेट मैदानासमोर,

साईबाबा मंदिर जवळ, खैरनगर, बांद्रा (पूर्व), मुंबई - ४०० ०५१.

शासक / कार्यालयसमोर / न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी

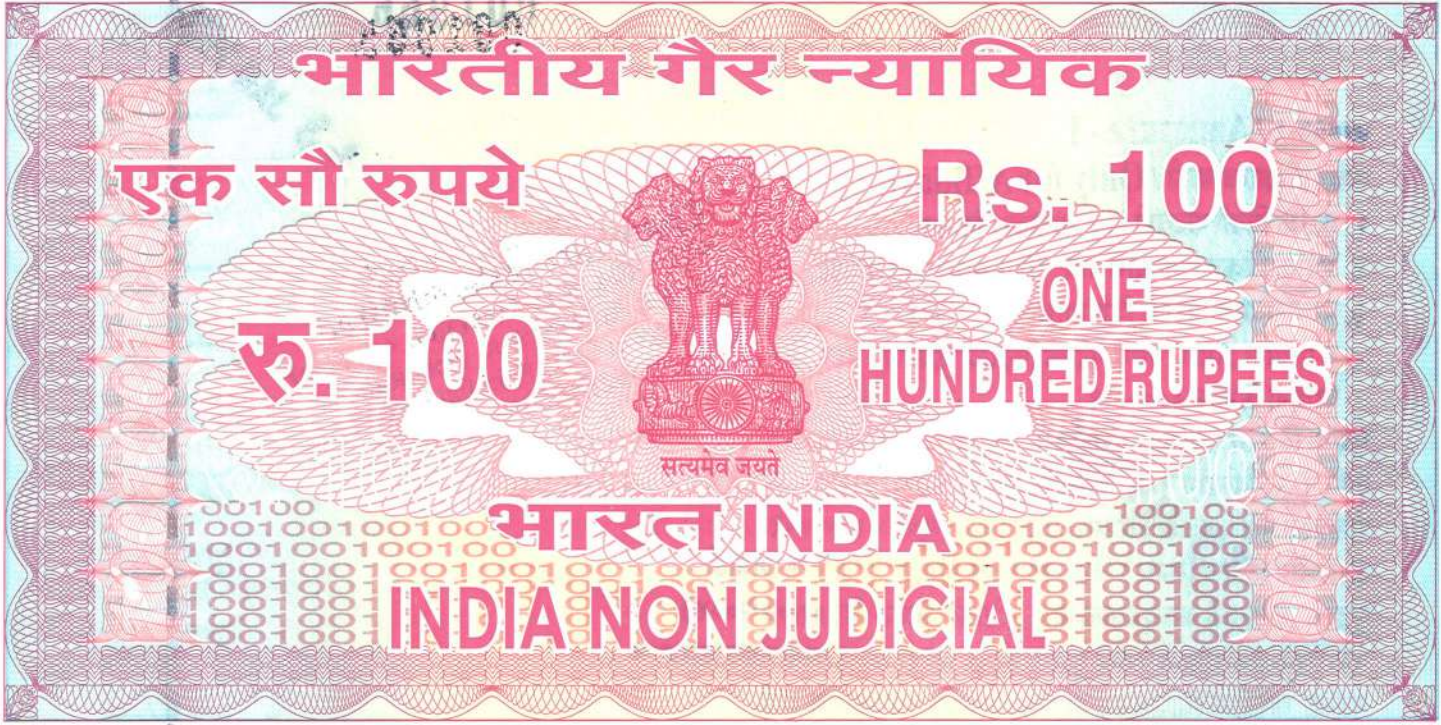
मुद्रांक लागूदाची आवश्यकता नाही, (शासन आदेश दि. ०१/०७/२००४)

नुसार ज्या करणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांनी त्याच काळात

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Chemkart India Limited
403 - 404, K.L. Accolade, 4th Floor,
Rd. No. 6, Near R.K. Hospital,
Santacruz East, Mumbai - 400 055.
Mobile: 8828405052 / 53 / 54





महाराष्ट्र MAHARASHTRA

● 2024 ●

33AB 793967

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९९

26 DEC 2024

सक्षम अधिकारी

श्रीमती संगिता जाधव

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE OFFER AGREEMENT
EXECUTED ON DECEMBER 26, 2024 BETWEEN

CHEMKART INDIA LIMITED ("THE COMPANY") AND

MR. ANKIT SHAILESH MEHTA & MS. PARUL SHAILESH MEHTA ("THE SELLING
SHAREHOLDERS") AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED ("BOOK RUNNING LEAD
MANAGER" or "BRLM")



001966

23 JAN 2025

जोडपत्र-१ / Annexure - I

फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
२. मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही
३. परवानाधारक मुद्रांक विक्रेत्याची सही
व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता
परवाना क्रमांक ८००००११

मुद्रांक विक्रीचे ठिकाण / पत्ता सौ. कांचन हर्षद बोंगाले

शॉप नं. २, बिल्डींग नं. ४, कालगेट मैदानासमोर,
साईबाबा मंदिर, लुवळे खेरीनगर, बांद्रा (पूर्व), मुंबई - ४०० ०५१.

शासकीय कोर्टासमोर / न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी

मुद्रांक आगदाची आवश्यकता नाही, (शासन आदेश दि. ०१/०७/२००४)

नूसार ज्या करणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांनी त्याच कारणाने

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Chemkart India Limited
403 - 404, K.L. Accolade, 4th Floor,
Rd. No. 6, Near R.K. Hospital,
Santacruz East, Mumbai - 400 055.
Mobile: 8828405052 / 53 / 54





महाराष्ट्र MAHARASHTRA

2024

33AB 793968

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९९

26 DEC 2024

सक्षम अधिकारी

श्रीमती संगिता जाधव

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE OFFER AGREEMENT
EXECUTED ON DECEMBER 26, 2024 BETWEEN

CHEMKART INDIA LIMITED ("THE COMPANY") AND

MR. ANKIT SHAILESH MEHTA & MS. PARUL SHAILESH MEHTA ("THE SELLING
SHAREHOLDERS") AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED ("BOOK RUNNING LEAD
MANAGER" or "BRLM")



001967

- 3 JAN 2025

जोडपत्र-१ / Annexure - I

फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
२. मुद्रांक चिक्त घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही
३. परवानाधारक मुद्रांक विक्रेत्याची सही (फर्मा)
व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता
परवाना क्रमांक ८००००११

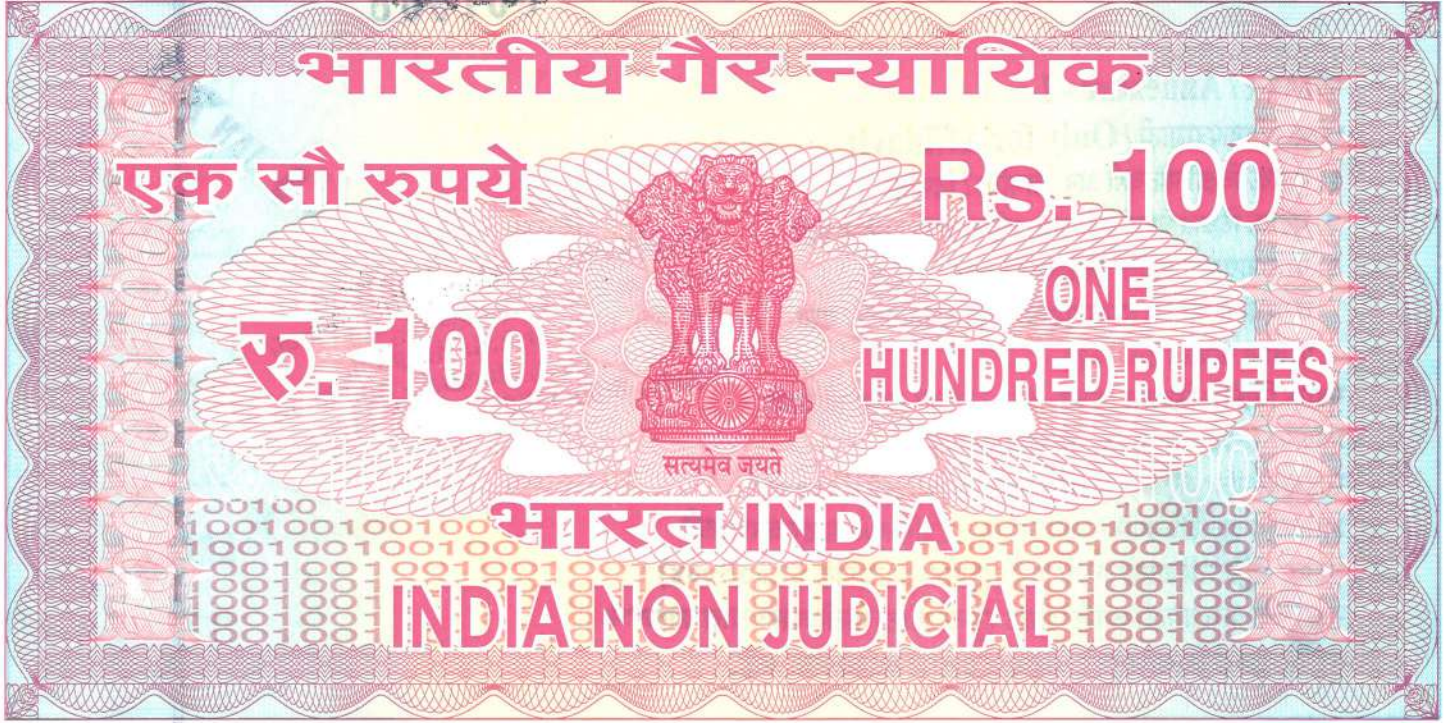
मुद्रांक विक्रीचे ठिकाण / पत्ता: सौ. कांचन हर्षद बोंगळे
शॉप नं. २, फ्लॅटिंग नं. ४, कोलगेट मैदानासमोर,
साईबाबा मंदिर जवळ, खेसागर, वांदा (पूर्व), मुंबई - ४०००५१.

शेसकीय कार्यलयसमोर / न्यायालयासमोर प्रतिज्ञापत्र मादर करणेसाठी
मुद्रांक कागदाची आवश्यकता नाही, (शासन आदेश दि. ०१/०९/२००४)

नूसार ज्या करणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांनी त्याच कारणावरून
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Chemkart India Limited
403 - 404, K.L. Accolade, 4th Floor,
Rd. No. 6, Near R.K. Hospital,
Santacruz East, Mumbai - 400 055.
Mobile: 8828405052 / 53 / 54





महाराष्ट्र MAHARASHTRA

2024

33AB 793969

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९९

26 DEC 2024

सक्षम अधिकारी

श्रीमती संगिता जाधव

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE OFFER AGREEMENT
EXECUTED ON DECEMBER 26, 2024 BETWEEN

CHEMKART INDIA LIMITED ("THE COMPANY") AND

MR. ANKIT SHAILESH MEHTA & MS. PARUL SHAILESH MEHTA ("THE SELLING
SHAREHOLDERS") AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED ("BOOK RUNNING LEAD
MANAGER" or "BRLM")



P.S. Mehta



001968

जोडपत्र-१ / Annexure - I

फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
२. मुद्रांक विकत घेणाऱ्याचे नाव, रहिवासाचा पत्ता व सही
३. परवानाधारक मुद्रांक विक्रेत्याची सही 
व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता
परवाना क्रमांक ८००००११

मुद्रांक विक्रीचे ठिकाण / पत्ता: सौ. कांचन हर्षद बोंगाळे

शॉप नं. २, बिल्डींग नं. ४, कोलगेट मैदानासमोर,

साईबाबा मंदिर रोड, खेरनगर, बांद्रा (पूर्व), मुंबई - ४०० ०५१.

शासकीय कार्यालयसमोर / न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी

मुद्रांक खरेदीची आवश्यकता नाही, (शासन आदेश दि. ०१/०७/२००४)

नूतन कारणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांनी त्याच कारणाने

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Chemkart India Limited
403 - 404, K.L. Accolade, 4th Floor,
Rd. No. 6, Near R.K. Hospital,
Santacruz East, Mumbai - 400 055.
Mobile: 8828405052 / 53 / 54

- 3 JAN 2015



DECEMBER 26TH, 2024

OFFER AGREEMENT

AMONG

CHEMKART INDIA LIMITED

AND

THE SELLING SHAREHOLDERS

AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED







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

This Memorandum of Understanding Made on December 26, 2025 between:

CHEMKART INDIA LIMITED, a Company incorporated under the Companies Act, 2013 and having its Registered Office at Office No. 403/404, 4th Floor, K.L. Accolade, 6th Road, TPS III, Santacruz (East), Santacruz (East), Mumbai - 400055, Maharashtra, India, (Hereinafter referred to as "**the Company**" or "**the Offeror**" or "**Chemkart**"), 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. Ankit Shailesh Mehta, s/o Shailesh Vinodrai Mehta, an Indian Inhabitant, residing at A/1001 Nandadevi CHS, CTS No. 106, Prabhat Colony, Road No.8, Near Bhoomi Tower, Santacruz East, Mumbai Suburban Maharashtra - 400 055, India and **Ms. Parul Shailesh Mehta**, w/o Shailesh Vinodrai Mehta an Indian Inhabitant, residing at A/1001 Nandadevi CHS, CTS No. 106, Prabhat Colony, Road No.8, Near Bhoomi Tower, Santacruz East, Mumbai Suburban Maharashtra - 400 055, India (Hereinafter referred to as "**the 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 **SECOND PART**;

AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED (Formerly known as Shreni Capital Advisors Private Limited), a Company registered under the Companies Act, 2013, 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 Shareholders 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 upto 32,30,000 equity shares of ₹10/- each (the "**Equity Shares**") of the Company comprising a fresh offer of up to 26,00,000 Equity Shares by the Company (the "**Fresh Offer**") and an offer for sale of up to 6,30,000 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 Shareholders have approached the BRLM to manage the Offer and the BRLM have accepted the engagement, inter-alia, subject to the Company and the Selling Shareholders entering into a Memorandum of Understanding for the purpose being these present: -

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

1. The Offer would be Book Running Lead Managed by Smart Horizon Capital Advisors Private Limited.

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)  Authorised Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)  Authorised Signatory
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2. Any change by way of addition to and deletion from the Offer Management team may be affected in prior consultation with the BRLM.
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 January 13, 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 January 16, 2025.
5. The Offer for Sale has been authorised by the Selling Shareholders by their consent letter dated January 17, 2025.
6. The Company and the Selling Shareholders 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 Shareholders 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 Shareholders 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 Shareholders 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 Shareholders 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 Shareholders, documentaries about the Company or its Promoters, periodical reports and press releases

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)

Mr. Ankit Shailesh Mehta
(Selling Shareholder)

Ms. Parul Shailesh Mehta
(Selling Shareholder)

For Smart Horizon Capital Advisors Private Limited
(Formerly known as Shreni Capital Advisors Private Limited)


Authorised Signatory






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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 Shareholders 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 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 Shareholders 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 Shareholders 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 Shareholders 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 Shareholders 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 Shareholders 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 Shareholders 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 Shareholders, shall be subject to prior consultation of the BRLM.

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)  Authorised Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)  Authorised Signatory
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24. The Company and the Selling Shareholders 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.
25. The Company and the Selling Shareholders 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 Shareholders 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 Shareholders 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 Shareholders 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 Shareholders shall pay to BRLM fees as per the mandate dated September 20th, 2024.

Merchant Banking Fees shall be Rs. 45 Lakhs. inclusive of Merchant banking fees, legal expenses, printing of prospectus, Regulatory Fees payable to Registrar for IPO, peer review restatement fees, secretarial audit fees, processing fees for depositories, initial Exchange processing fees, mandatory public advertisement, Public Issue Banker Charges and Stock Exchange bidding software fees.

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.

Marketing / underwriting/ Advisory fees shall be 11% of Fund Raised.

All other expenses such 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 would be borne directly by your Company on actual basis.

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	9.00
2.	On Appointment of Intermediaries (Within 2 Months of Mandate Signing)	9.00

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(Formerly known as Chemkart India Private Limited)

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(Selling Shareholder)

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(Formerly known as Shreni Capital Advisors Private Limited)

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Sr. No.	Merchant Banking Fees	Amount (Rs. in Lakhs)
3.	On DRHP Filing with stock exchange	9.00
4.	On Approval from Stock Exchange	9.00
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-imbursement of expenses, LM shall submit respective original bills to the Company.

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 March, 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:

- Mutual Consent between our Company & BRLM; or
- By BRLM upon giving 2 months written notice thereof to the other party; or
- 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.

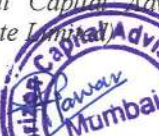
GST & other taxes shall be payable extra in addition to above fees as applicable at the time of payment.

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.

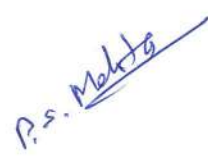
If any dispute or difference shall arise between the parties to this agreement as to the interpretation of this agreement or any covenants or conditions thereof or as to the rights, Duties or liabilities of any parties hereunder or as to any act, matter or thing arising out of or under this agreement (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 Shareholders 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.

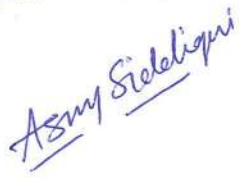
For Chemkart India Limited <i>(Formerly known as Chemkart India Private Limited)</i>   Authorised Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	For Smart Horizon Capital Advisors Private Limited <i>(Formerly known as Shreni Capital Advisors Private Limited)</i>   Authorised Signatory
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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.

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)  Authorised Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)  Authorised Signatory
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Witness:

Witness 1: ASIM SIDDIQUI KALINA, MUMBAI 	Witness 2: Mainakshi Sawant 	Witness 3: Sanjay Dalwadi VIRAR (E) 	Witness 4: AKSHAY CHAVAN 
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