

AND

TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED, a Securities and Exchange Board of India (SEBI) registered Category I Merchant Banker, and having its Registered Office at 714, Vishwadeep Building, Plot No. 4, District Centre, Janakpuri, New Delhi - 110058 (hereinafter referred to as "Merchant Banker"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns, of the **SECOND PART**;

(The Issuer and the Merchant Banker are collectively known as "**parties**" and individually as "**party**")

WHEREAS:

- (1) The Issuer is taking steps for the Issue of up to 3,93,18,798 (Three Crore Ninety Three Lakhs Eighteen Thousand Seven Hundred And Ninety Eight Only) fully paid up Equity Shares of Rs. 2 each at an Issue Price of Rs. 12.50/- (Rupees Twelve and Paise Fifty only) per Equity Share (including a premium of Rs. 10.50/- (Rupees Ten and Paise Fifty only) per fully paid-up Equity Share) aggregating to Rs. 49,14,84,975 (Rupees Forty-Nine Crores Fourteen Lakhs Eighty-Four Thousand Nine Hundred Seventy-Five only), on a Rights Basis to the existing equity shareholders of the company in the ratio of 1 (one) rights equity share for every 5 (five) fully paid-up equity shares held by the existing equity shareholders on the record date, in terms of Chapter III of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (as amended from time to time) (the said issue of specified securities hereinafter referred to as "the Issue"); AND
- (2) The Issuer has approached the Merchant Banker to manage the Issue and the Merchant Banker on the representations made by the Issuer, has accepted the engagement *inter-alia*, subject to the Issuer entering into an agreement for the purpose being these presents;

NOW, THEREFORE, the Issuer and the Merchant Banker do hereby agree as follows:

- (1) The Merchant Banker would be the sole Lead Manager to the Issue.
- (2) The Issuer hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 2013, to the extent in force pursuant to the notification of sections of the Companies Act, 2013, along with the relevant rules made thereunder ("Companies Act, 2013) and Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon notification of the sections of the Companies Act, 2013) along with the relevant rules made thereunder ("Companies Act, 1956") (the Companies Act, 2013 and together with the Companies Act, 1956, collectively referred to as the "Companies Act"), the 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 issue and in particular in respect of the following matters:
 - a. Board Meeting Approval under relevant section of the Companies Act.
 - b. Filing of Listing Application with the Stock Exchange.
 - c. RBI Approval in compliance with the provisions of FEMA, 1999, if any.
 - d. Receipt of approval letter from the BSE Limited.

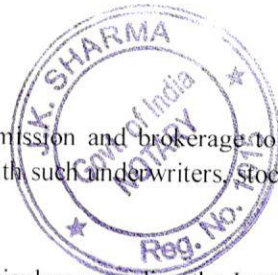




The Right Issue of the Equity Shares was duly approved by a resolution of the Board passed at its meeting held on February 13, 2024, pursuant to Section 62 of the Companies Act, 2013.

- (3) The Issuer undertakes and declares that any information made available to the Merchant Banker or any statement made in the offer document 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.
- (4) The Issuer also undertakes to furnish complete audited annual reports, other relevant documents, papers, information relating to pending litigations, etc. to enable the Merchant Banker to corroborate the information and statements given in the offer document.
- (5) The Issuer shall, if so required, extend such facilities as may be called for by the Merchant Banker to enable them to visit the plant site, office of the Issuer or such other places to ascertain for themselves the state of affairs of the Issuer including the progress made in respect of the project implementation, status and other facts relevant to the Issue.
- (6) The Issuer shall extend all necessary facilities to the Merchant Banker to interact on any matter relevant to the Issue with the solicitors / legal advisors, auditors, consultants, advisors to the issue, financial institutions, banks or any other organisation and any other intermediary associated with the Issue in any capacity whatsoever.
- (7) The Issuer shall ensure that all advertisements prepared and released by the advertising agency or otherwise in connection with the Issue conform to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the Merchant Banker from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate, product and issue advertisements of the Issuer, interviews by its promoters, directors, duly authorized employees or representatives of the Issuer, documentaries about the Issuer or its promoters, periodical reports and press releases issued by the Issuer or research report made by the Issuer, any intermediary concerned with the Issue or their associates or at any press, brokers' or investors' conferences.
- (8) The Issuer shall not, without the prior consent of the Merchant Banker, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Issue such as advertising agencies, printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates / debenture certificates, refund orders or any other instruments, circulars, or advices.
- (9) The Issuer shall, whenever required and wherever applicable, in consultation with the Merchant Banker, enter into an agreement with the intermediaries associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the Merchant Banker.
- (10) The Issuer shall take such steps as are necessary to ensure completion of allotment and dispatch of letters of allotment and refund orders to the applicants including non-resident Indians soon after the basis of allotment is approved by 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 as disclosed in the offer document.

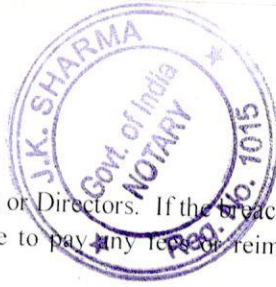




- (11) The Issuer shall take steps to pay the underwriting commission and brokerage to the underwriters, stock brokers, etc. within the time specified in any agreement with such underwriters, stock brokers, etc. or within a reasonable time.
- (12) The Issuer undertakes to furnish such information and particulars regarding the Issue as may be required by the Merchant Banker to enable them to file a report with the Board in respect of the Issue.
- (13) The Issuer shall keep the Merchant Banker informed if it encounters any problems due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of refund orders, share certificates or debenture certificates, demat credit, etc.
- (14) The Issuer shall not resort to any legal proceedings in respect of any matter having a bearing on the Issue except in consultation with and after receipt of advice from the Merchant Banker.
- (15) The Issuer shall not access the moneys raised in the Issue till finalisation of the basis of allotment or completion of Issue formalities.

- (16) The Issuer shall refund the moneys raised in the Issue 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 Issuer shall pay requisite interest amount if so required under the laws or direction or order of the Board.
- (17) Rights of the Merchant Banker vis-à-vis the Issuer
 - To call for complete details from the promoters of all the firms in which the Issuer and the promoters/directors of the Issuer are connected in any way;
 - To call for any reports, documents, papers, information etc. necessary from the Issuer to enable it to certify that the statements made in the Issue are true and correct;
 - To withhold submission of the draft offer document to BSE Limited in case of any of the particulars, information etc. called for is not made available by the Issuer.
- (18) The Merchant Banker shall have the right to withdraw from the Issue if it is felt that it is against the interest of the investors or the Issuer/ the Issuer's Promoters' have misrepresented any fact to the Merchant Banker.
- (19) For services rendered the Issuer shall pay to the Merchant Banker a fee as have been agreed between the Issuer and the Merchant Banker vide engagement letter dated March 28, 2024.
- (20) Consequences of Breach: In the event of a breach of any of the conditions mentioned hereinabove, the non-defaulting party/ies shall have the absolute right to take such action, as they may deem fit including but not limited to withdrawing from the Issue. In such an event, the non-defaulting party shall not be liable for the consequences, if any, resulting from such termination and withdrawal. The Merchant Banker shall not be liable to refund the monies paid to it as fees or reimbursement of out-of-pocket expenses, if breach is caused





due to acts of the Issuer/its Promoters or Directors. If the breach is caused due to wilful acts of the Merchant Banker, the Issuer shall not be liable to pay any fees or reimbursement of out-of-pocket expenses to the Merchant Banker.

In Witness whereof, the parties hereto have set their hands on the day and the year hereinabove written.

For Swiss Military Consumer Goods Limited

(VIKAS JAIN)
Company Secretary



For Turnaround Corporate Advisors Private Limited

(HEEMADRI MUKERJIA)
Managing Director



Witness:

1. Deepak Singh Negi
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UP. - 201005

1. Garvit Bholra
Add- 11/18-B, Tilak Nagar
New Delhi - 110018



ATTESTED BY

Notary Public Govt. of India

13 MAY 2024

13 MAY 2024