

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 21/09/2026

Certificate No. G0U2026I5041



GRN No. 159133002



Stamp Duty Paid : ₹ 1000
(Rs. Thousand Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

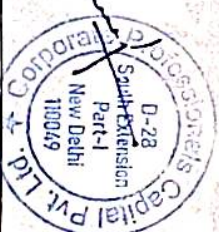
Name: Eventions Limited
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village : Na District : Gurgaon State : Haryana
Phone: 98*****67

Buyer / Second Party Detail



Name: Corporate Professionals
H.No/Floor : D28 Sector/Ward : Na LandMark : Bank of baroda
City/Village: Delhi District : Delhi State : Delhi
Phone : 97*****01 Others : Others

Purpose : ARTICLE 5 GENERAL AGREEMENT



UNDERWRITING AGREEMENT

**FOR INITIAL PUBLIC ISSUE OF
EVENTIONS LIMITED**

DATED: SEPTEMBER 21, 2026

AMONGST

**EVENTIONS LIMITED
(ISSUER COMPANY)**

AND

**CORPORATE PROFESSIONALS CAPITAL PRIVATE LIMITED
(BOOK RUNNING LEAD MANAGER AND UNDERWRITER-1 TO THE ISSUE)**

AND

MNM STOCK BROKING PRIVATE LIMITED

(UNDERWRITER-2 TO THE ISSUE)



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Subject: NILESH K MODI
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UNDERWRITING AGREEMENT

THIS UNDERWRITING AGREEMENT (this "AGREEMENT") made at Delhi on September 21, 2026, and entered into by and between:

EVENTIONS LIMITED, a Company incorporated under the Companies Act, 2013 and having its registered office at Plot No. 108, Sector-44, Institutional, Sector 45, Gurugram, Haryana - 122003 (hereinafter referred to as "EVENTIONS" or "Issuer Company") which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor; and permitted assigns, of the FIRST PART;

AND

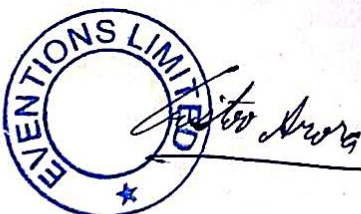
CORPORATE PROFESSIONALS CAPITAL PRIVATE LIMITED, a Company incorporated under Companies Act, 1956 and having SEBI registration number INM000011435 and having its registered corporate office at D-28, South Extension Part-1, New Delhi-110049, India, (hereinafter referred to as "UNDERWRITER-1" or "BRLM" or "Book Running Lead Manager", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the SECOND PART;

AND

MNM STOCK BROKING PRIVATE LIMITED, a company registered under the Companies Act, 1956 and having its Registered Office at 101-102, JP Complex, Opp. CN Vidhyalaya, Nr. Ambawadi circle, Ambawadi, Ahmedabad-380015 (hereinafter referred to as "UNDERWRITER-2" or "MNM" 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;

WHEREAS:

- a) The Issuer Company is proposing an Initial Public Issue of up to 32,30,400* Equity Shares of face value of INR 10.00 each ("Equity Shares") of Eventions Limited ("the Company in accordance with Chapter IX of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (hereinafter referred to as the "SEBI ICDR Regulations") and applicable Indian securities laws and at such price as may be determined through the Book Building Process ("Book Building Process") as prescribed under the SEBI ICDR Regulations in consultation with the Book Running Lead Manager ("The Issue").
- b) The Public issue shall be conducted through Book Built method/process, pursuant to which the shares are to be offered in the Issue.
- c) The Issuer has appointed Corporate Professionals Capital Private Limited to manage the Issue as Book Running Lead Manager on an exclusive basis. The Book Running Lead Manager has accepted the engagement subject to the terms and conditions as mutually agreed amongst the Issuer and the Lead Manager. Further, the Issuer and the Book Running Lead Manager have entered into an issue agreement dated March 28, 2026, in relation to the Issue (the "Issue Agreement").
- d) The Issuer Company has obtained approval for the Issue pursuant to the Board Resolution dated March 26, 2026. The Issuer Company passed a special resolution under section 62 (1) (c) at the Extra-Ordinary General Meeting (EGM) held on March 27, 2026 which collectively authorized the Issuer Company's Directors, or any other authorized representative, for the purpose of the Public Issue, to issue and sign the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus, this Agreement, the Memorandums of understanding, any amendments or supplements thereto and any and all other writings as may be legally and customarily required in pursuance of the Issue and to do all acts, deeds or things as may be required.
- e) The Company has approached Aftertrade Broking Private Limited for being appointed as Market Maker for this Public Issue and also in effect to subscribe the "Market Maker Reservation Portion" to which Aftertrade Broking Private Limited has given their respective consent. The proposed Market Maker to the Issue, Aftertrade Broking Private Limited ("Aftertrade") is a Registered Stock Broker having SEBI Registration No. INZ000155638 and has also been registered as a Market Maker with the EMERGE platform of NSE and have been allotted registration no. 90113.



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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, taken as a whole.

"Net Issue" means an issue of specified securities to the public but does not include reservations and promoters' contribution brought in as part of the issue;

"Non-Institutional Applicants" shall mean all Bidders (other than QIBs or Individual Investors) who have Bid for Equity Shares for more than 2 bid lots (but not including NRIs other than Eligible NRIs).

"NSE" shall mean Emerge Platform of National Stock Exchange of India Limited (the designated stock exchange).

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

"Public Issue Account of the Company" means the accounts opened with the Banker to the Issue to receive monies from the accounts held with the SCSBs by the Applicant/ ASBA Applicants, in each case on the Designated Date in terms of Section 40 of the Companies Act, 2013;

"Pay-in Date" shall mean the issue Closing Date;

"Pay-in Period" shall mean the period commencing on the issue Opening Date extending upto the issue Closing Date.

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

"Public Issue Amount" shall mean amount received and credited to the Public Issue Account pursuant to the applications received for subscription to the Issue.

"Qualified Institutional Buyers" or "QIBs" shall have the meaning given to such term under the SEBI (ICDR) Regulations, 2018.

"Registrar" shall mean as Registrar to the Issue as mentioned in the Prospectus.

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

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

"SEBI (Underwriters) Regulations" means the Securities and Exchange Board of India (Underwriters) Regulations, 1993 as amended from time to time;

"Sponsor Bank" shall mean the bank appointed by the Company in consultation with the Book Running Lead Manager as per the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019 issued by SEBI, to act as conduit between the Designated Stock Exchange and NPCI in order to push the mandate collect requests and / or payment instructions of the Individual Investors into the UPI;

"Stock Exchange" shall mean EMERGE Platform of NSE Limited.

"Underwriters" shall mean Corporate Professionals Capital Private Limited and MNM Stock Broking Private Limited

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

1.3.1. words denoting the singular shall include the plural and vice versa;

1.3.2. headings and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;

1.3.3. reference to the word "include" or "including" shall be construed without limitation;

1.3.4. reference to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof; reference to any party to this Agreement or any other agreement or deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and in any other case, include its successors or permitted assigns;



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1.3.5. a reference to an article, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, section, paragraph or schedule of this Agreement;

1.3.6. reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and

1.3.7. 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/or the Prospectus.

1.4. The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.

2. UNDERWRITING

On the basis of the representations and warranties contained in Clause 4 and subject to its terms and conditions, the Underwriters hereby agrees to underwrite the shares of Eventions Limited in the manner and on the terms and conditions contained elsewhere in this Agreement and as mentioned below:

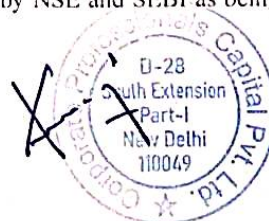
2.1. Following will be the underwriting obligations:

Details of Underwriters	No. of Equity Shares Underwritten	% of total Issue Size underwritten
Corporate Professionals Capital Private Limited Address: D-28, South Extension Part-1, New Delhi-110049, India Tel: 011-40622248; Email: eventions.ipo@indiacp.com Investor Grievance ID: mb@indiacp.com Website: www.corporateprofessionals.com SEBI Registration: INM000011435 CIN: U74899DL2000PTC104508 Contact Person: Mr. Manoj Kumar/ Ms. Ruchika Sharma	Upto 4,84,800	15%
MNM Stock Broking Private Limited Address: 101-102, JP Complex, Opp. CN Vidhyalaya, Nr. Ambavadi Ahmedabad 380015 Tel: +91 079-26464676 Email: compliance@mnmsshares.com Investor Grievance ID: compliance@mnmsshares.com Website: www.mnmsshares.com SEBI Registration: INZ000001933 CIN - U93030GJ2010PTC062882 Contact Person: Mr. Nilesh K Modi	Upto 27,45,600	85%
TOTAL	32,30,400	100%

*Including Market Maker Portion

2.2. The Issuer Company shall before deliver to the Registrar of Companies (herein after referred as “ROC”) shall take written confirmation from Underwriters and make available to the Underwriters a copy of prospectus, which shall be modified in the light of the observations made by NSE while issuing the in-principal approval letter. The Underwriters shall before executing its obligation under this agreement satisfy itself with the terms of the issue and other information and disclosure contained therein.

2.3. The prospectus in respect of public issue shall be delivered by the issuer company to the ROC for registration in accordance with the provisions of the Companies Act, 2013 to the extent applicable not later than 60 days 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 Issuer Company agrees that, if after filing of the 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 issue, it shall incorporate the same in the prospectus along with such requirements as may be stipulated by the NSE, SEBI or BRLM and compliance of such requirements shall be binding on the Underwriters; provided that such disclosures are certified by NSE and SEBI as being material in nature and for



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the purpose of the contract of underwriting; the question whether or not such subsequent disclosures are material in nature, the decision of NSE or SEBI shall be final and binding on both the parties.

2.4. The Issuer Company shall make available to the Underwriters such number of application forms (including Abridged Prospectus) and such number of Red Herring Prospectus/Prospectus as may be required by the Underwriters.

2.5. The subscription list for the public issue shall open not later than three months from the date of this agreement or such extended period(s) as the Underwriters may agree to in writing. The subscription list shall be kept open by the Company for a minimum period of 3 working days and if required by the Underwriters, the same shall be extended for maximum permissible period, failing which the Underwriters shall not be bound to discharge the underwriting obligations under this agreement.

2.6. The application bearing the stamp of the Underwriters or as the case may be the sub-Underwriters whether made on their own behalf or otherwise shall be treated in the same manner as the applications received directly from the members of the public and, in the event of the issue being oversubscribed, such applications shall be treated on par with those received from the public and under no circumstances, the application bearing the stamp of the Underwriters or the sub-Underwriters shall be given any preference or priority in the matter of allotment of the Issued Shares.

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

2.8. With regard to the Market Maker Reservation Portion, it is compulsory that the Market Maker subscribe to the specific portion of the Issue set aside as “Market Maker Reservation Portion” as they need 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. Accordingly, the Market Maker shall ensure that their portions of upto 1,62,000 Equity Shares are subscribed in its OWN account prior to the closure of the Issue.

2.9. Only the Underwriters for the "Net Issue" shall be entitled to arrange for sub-underwriting of its underwriting obligation on his own account with any person or persons on term 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 their respective sub-underwriting obligations shall not exempt or discharge the Underwriters of his underwriting obligation under this agreement.

2.10. If the Issue of upto 32,30,400 equity shares (including Market Maker portion) is undersubscribed, Underwriters shall be solely responsible to subscribe/procure subscription to the unsubscribed shares.

2.11. If the Net Issue is undersubscribed, the Underwriters for such portion shall be responsible to subscribe/procure subscription to the unsubscribed shares, in the proportion of their underwriting obligations. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1 above.

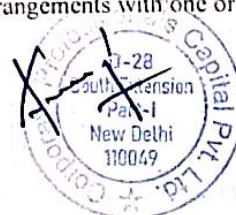
2.12. The said underwriting obligations for Underwriters in case of shortage in its respective portions shall be discharged in the manner mentioned below:

a. The Company shall within 2 days after the date of closure of subscription list communicate in writing to the respective 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 Independent Chartered Accountant.

c. The Underwriters on being satisfied about the extent of devolvement of the underwriting obligation shall immediately and in any case not later than 58 days after receipt of the communication under sub-clause (a) above, in the manner specified in this agreement, make itself or procure from investors the applications to subscribe to the shares and submit the same together with the application moneys to the Company in its Escrow Account opened specifically for this Issue.

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.



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4.8. The Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus did not contain and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4.9. The Company has been duly incorporated and is valid under the laws of the Republic of India and has the corporate power and authority to enter into and perform its obligations under this Agreement and the Bankers to the Issue Agreement. The Company is duly qualified or licensed to transact business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the conduct of its business requires it to be so qualified.

4.10. Except as described in the Issue Documents, no filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency, including, but not limited to the RBI is necessary or required for the performance by the Company of its obligations under this Agreement or the Bankers to the Issue Agreement, in connection with the offering, issuance sale or delivery of the Equity Shares hereunder or in connection with the consummation of the transactions contemplated by this Agreement and the Bankers to the Issue Agreement, except such as have been already obtained.

4.11. This Agreement has been duly authorized, executed and delivered by and is valid and legally binding obligations of, the Company, enforceable against the Company in accordance with their respective terms.

4.12. The Equity Shares conform in all material respects to the descriptions thereof contained in the issue Documents.

4.13. The Company has an authorized capital as set forth in the Issue Documents, and all of the issued equity shares of the Company have been duly authorized and are validly issued and fully paid and are not subject to any pre-emptive or similar rights; except as described in or expressly contemplated by the Issue Documents, there are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock of the Company, any such convertible or exchangeable securities or any such rights, warrants or options.

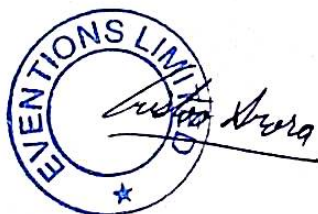
4.14. The Equity Shares have been duly authorized for issuance and sale and when delivered in accordance with the terms of this Agreement, the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus, will be validly issued and fully paid. The issuance of the Equity Shares will not be subject to any option, warrant, put, call, pre-emptive right, right of first refusal or other right to acquire or purchase any such Equity Shares other than pursuant to this Agreement, and the Equity Shares to be issued are not, and at the Closing Date, will not be, except as disclosed in the Prospectus, subject to any restrictions on transfer, including, without limitation, any lock-up, standstill or other similar agreements or arrangements.

4.15. Except as described in the Issue Documents, under current Indian law, there are no limitations on the rights of holders of the issued equity shares of the Company or the Equity Shares to hold or vote or transfer their respective securities.

4.16. Except as described in the Issue Documents no approvals of any governmental or regulatory authorities are required in India (including any foreign exchange or foreign currency approvals) in order for the Company to pay dividends declared by the Company to the holders of Equity Shares.

4.17. The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, will not contravene any provision of applicable law or the constitutive or charter documents of the Company. No consent, approval, authorization, filing or order of, or qualification with, any governmental or regulatory body, agency or court is required for the performance by the Company of its obligations under, or for the consummation of the transactions contemplated by, this Agreement or in relation to the issuance or the sale of the Equity Shares in accordance with this Agreement, except such as may be required by SEBI or by NSE, in connection with the Issue and except such as have been obtained and are in full force and effect. All authorizations or approvals necessary for the performances by the Company of its obligations under, or for the consummation of the transactions contemplated by, this Agreement and the Bankers to the Issue Agreement or in relation to the issuance or the sale of the Equity Shares in accordance with this Agreement have been obtained and are in full force and effect.

4.18. Except as disclosed in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus, there has not occurred any material adverse change, or any development involving a prospective material adverse change,



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in the condition, financial or otherwise, or in the earning, properties, business, management, shareholders' equity or operations of the Company taken as a whole from that set forth in the Prospectus. There have been no additional transactions entered into by the Company, other than those in the ordinary course of business, which are material with respect to the Company considered as one enterprise from that set forth in the Prospectus.

4.19. Except as disclosed in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus, there are no actions, suits, litigation, proceedings, inquiries or investigations, threatened or otherwise, before or brought by any court or governmental agency or body, domestic or foreign, or any arbitration proceeding now pending, or to the knowledge of the Company, threatened, against or affecting the Company, which might result in a Material Adverse Effect, or which might materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated by this Agreement or the performance by the Company of its obligations hereunder.

4.20. The Company has all necessary licenses, consents, authorizations, approvals, orders, certificates and permits to own, lease, license, operate and use their properties and assets and their conduct its business in the manner described in the Issue Documents; there are no proceedings pending or, to the knowledge of the Company threatened, relating to the revocation, modification, or non-renewal of any such license, consent, authorization, approval, order, certificate or permit.

4.21. The Company is not (i) in violation of its respective constitutive or charter documents, (ii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its branch offices are a party or by which it may be bound, or to which any of the property or assets of the Company is subject, or (ii) in violation or default of any statute, law, rule, regulation (including, without limitation, any applicable law or regulation regarding money laundering or banking practices), any judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of their respective properties, as applicable, except where such violation or default under (ii) or (iii) would not reasonably be expected to result in a Material Adverse Effect.

4.22. All descriptions of contracts or other material documents described in the Issue Documents are accurate descriptions in all material respects, fairly summaries the contents of such contracts or documents and do not omit any material information that affects the import of such descriptions. There are no contracts or documents that would be required to be described in the Issue Documents under Indian law or SEBI regulations that have not been so described.

4.23. Except as disclosed in the Issue Documents, no labour dispute with the employees of the Company exists or, to the knowledge of the Company, is threatened,

4.24. The Company is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are customary for the business in which it is engaged; the Company does not have any reason to believe that either the Company will not be able to renew their respective existing insurance coverage as and when such coverage expires or to obtain similar coverage as may be necessary to continue their respective business at a cost that result in a Material Adverse Effect.

4.25. The Company has maintained a system of internal accounting controls sufficiently to provide reasonable assurance that (i) transactions are executed in accordance with management's general and specific authorizations; (ii) transaction are recorded as necessary to enable the preparation of financial statements in conformity with applicable Indian Accounting Standards and guidelines and to maintain accountability for its assets; (iii) access to assets of the Company is permitted only in accordance with management's general or specific authorization and (iv) the recorded assets of the Company are compared to existing assets at periodic intervals of time, and appropriate action is taken with respect to any differences.

4.26. Except as disclosed in the Issue Documents, no indebtedness (actual or contingent) and no contract or series of similar contracts (other than employment contracts) is outstanding between the Company and (i) any director or key managerial personnel (as set forth in the Issue Documents) of the Company, (ii) such Director's or key managerial personnel's spouse or any of his or her children, or (iii) any, company undertaking or entity in which such director or an officer (as defined under the Companies Act) holds a controlling interest.

4.27. All material transaction, including any indebtedness, liability or obligation, between the company and (i) entities that control or are controlled by, or are under common control, with the company, (ii) entities over which the Company has a significant influence over the company, (iii) person owning an interest in the voting power of the company that gives them significant influence over the company (including their Relatives, if applicable), (iv)



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5.10. For a period of 180 days from the date hereof, the company will cause the all other parties acting on its behalf to, obtain the written approval of the BRLM, prior to issuing any public announcement or participating in any press or other financial conference that could be material in the context of the market for the shares of the company, provided that such approval is not to be reasonably withheld by the BRLM.

5.11. The representations and warranties made by the company are true and correct and it shall comply with the covenants and agreements made by it.

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

6.1. Subsequent to the execution and delivery of this Agreement and prior to the Listing Date there shall not have occurred any regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, the EMERGE Platform of NSI or any other governmental, regulatory or judicial authority that, in the judgment of the Underwriters, is material and adverse and that makes it, the judgment of the Underwriters, impracticable to carry out Underwriter's Obligations.

6.2. Subsequent to the execution and delivery of this Agreement and prior to the Listing Date there shall not have occurred any regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, the EMERGE Platform of NSE or any other governmental, regulatory or judicial authority that, in the judgment of BRLM are material and adverse and that makes it, the judgment of BRLM, impracticable to Market the offer Shares or to enforce contracts for the sale of the Issue Shares on the terms and in the manner contemplated in the Issuing Documents.

6.3. If the Underwriters are so notified or become aware of any such filing, communication, occurrence or event, as the case may be, it may give notice to the company to the effect, with regard to the Issue shares this agreement shall terminate and cease to have effect, subject as set out herein.

6.4. The representation and warranties of the Issuer Company contained in this Agreement are true and shall be true and correct as on the Issue Closing Date and Issuer Company shall have complied with all the conditions and obligations under this Agreement and the Issue Agreement dated March 28, 2026 entered between the Issuer Company and BRLM on its part to be performed or satisfied before the Issue Closing Date.

6.5. The Underwriting obligation is subject to Listing approval by the Stock exchange and in the situation where stock exchange does not grant listing approval, the rights and liabilities under this agreement shall stand infructuous.

6.6. Prior to the Bid/Issue Closing Date, the Book Running Lead Manager and the Issuer Company shall have furnished to the Underwriters such further information, certificates, documents and materials as the Underwriters shall reasonably request in writing.

6.7. The Equity Shares held by the Promoters of the Issuer shall be locked-in in accordance with the SEBI ICDR Regulations.

7.1. Notwithstanding anything contained elsewhere or otherwise in this Agreement, the Company agrees that the maximum number of Equity Shares in the Issue that the Underwriters has to underwrite is up to 32,30,400 Equity Shares (comprising up to 4,84,800 Equity Shares to be underwritten by Corporate Professionals Capital Private Limited and up to 27,45,600 Equity Shares to be underwritten by MNM Stock Broking Private Limited).

7.2. In the Issue, Underwriters shall only be responsible for ensuring completion of the subscription in respect of such applicants, including ensuring full payment of the Issue Price in respect of the Equity Shares for which such applications are made, in the manner set forth in this Section.

a. The default in full and timely payment of the Issue Price in respect of the Equity Shares for which the applicant has placed an application and received allocation in respect of such application; or

b. The withdrawal of an applicant, in respect of which an allocation of Equity Shares has been made, by the applicant prior to allotment of the Equity Shares subscribed by such applicant:



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d11667e27424bce133aabb3ba3481946,
email=ACCOUNTS@MMMSHARES.COM,
cn=NILESH K MOOD

8. PROCEDURE FOR EFFECTING DISCHARGE OF UNDERWRITING OBLIGATIONS

8.1. The underwriting obligations, if any, determined in terms of this Agreement shall be discharged in the manner set forth below:

8.1.1.

A. The Company shall, immediately not later than 2 days following the expiration of the Pay-in period, provide written notice to the Underwriters of the details of any applications for which payment has not been received or in respect of which applications have been withdrawn, and accordingly, the extent of the obligation of the Underwriters, to procure purchasers for, or purchase itself, Equity Shares, computed in the manner set forth in Clause 7,

B. An Underwriters shall, immediately following the receipt of the notice referenced in Clause 8.1.1(A), procure subscription as required under this Agreement and/or make the applications to purchase the Equity Shares and submit the same to the Company and pay or cause the payment of the Issue price for such Equity Shares into the Public Issue Account of the Company.

8.1.2.

A. The Company shall, not later than one day following the dispatch of the notice set forth in Clause 8.1.1(A), provide written notice to the Underwriters of the details of any applications for which the applicants have received allocations and for which payment has not been received or in respect of which applications have been withdrawn, and the underwriting commitments of the respective Underwriters for which payment has not been received and accordingly, the extent of the obligations of the Underwriters to procure purchasers for, or purchase itself Equity Shares computed in the manner set forth in Clause 7.

B. The Underwriters shall, immediately following the receipt of the notice referenced in Clause 8.1.2(A), procure subscription as required under this Agreement and/or make the applications to purchase the Equity Shares and submit the same to the Company and pay or cause the payment of the Issue Price for such Equity Shares into the Public Issue Account.

8.1.3. The Underwriters on being satisfied about the extent of devolvement of the underwriting obligation shall immediately and in any case not later than 58 days after receipt of the communication under Clause 8.1.1 & 8.1.2 above, make or procure the applications to subscribe to the shares and submit the same together with the application moneys to the company.

8.1.4. In the event of any failure by Underwriters to procure purchasers for, or purchase itself, the Equity Shares as required under Clause 8.1.1 or 8.1.2, the Company, on behalf of itself, may make arrangements with one or more persons to purchase such Equity Shares.

9. FEES, COMMISSIONS AND EXPENSES

9.1. In consideration of the underwriting obligations performed by the Underwriters, the Company shall ensure that the underwriting commissions, procurement commissions, if any, and brokerage due to the Underwriters and sub-brokers or stock brokers or other Designated Intermediaries and any other mutually agreed fees and commissions payable in relation to the Issue or under Applicable Law shall be paid within the time prescribed under Applicable Law and in the manner stipulated in the Engagement Letter and Issue Agreements. Further, such aggregate fee shall be paid to the Underwriters or such other persons as directed by the Underwriters from time to time. Furthermore, all the applicable taxes will be charged in addition to the above-mentioned fees.

9.2. The Issuer Company shall not bear any other expense or losses, if any, incurred by the Underwriters in order to fulfill their respective Obligations, except for the fees/commissions etc. as mutually agreed.

10. INDEMNITY

The Issuer Company shall indemnify and keep indemnified, BRLM, Underwriters 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 they (or any of them) incur or which is made against them (or any of them) 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 the Prospectus or omission or alleged omission there from of a material fact necessary in order to



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cN=NILESH K MODI
cO=NILESH K MODI & CO.
ou=CHARTERED ACCOUNTANTS
email=NILESH@NILESHKMODI.COM
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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 issuer company will not be liable to the lead managers, Underwriters 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.

11. TERMINATION

11.1. Notwithstanding anything contained herein, the Underwriters shall have the option to be exercised by him at any time prior to the opening of the issue 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 letter are or are found to be incorrect;
- ii. any event having material adverse effect on the Issue and is infructuous to the investors.
- iii. a complete breakdown or dislocation of business in the major financial markets, affecting the cities of Kolkata, Mumbai, Chennai, New Delhi;
- iv. declaration of war or occurrence of insurrection, civil commotion or any other serious sustained financial political or industrial emergency or disturbance affecting the financial markets of Mumbai, Chennai, Kolkata and New Delhi.

11.2. Notwithstanding anything contained herein, in the event of the Company failed to perform all or any of the covenants within limit specified wherever applicable under this letter of underwriting, the Underwriters shall inform the Company with documentary evidence of the breach/nonperformance 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.

11.3. In case of termination either party can send an intimation of termination of this agreement in writing through electronic mode, digital mode or otherwise, which shall be construed as delivered and such intimation shall be conclusive notwithstanding any communication held in past or future.

12. 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 recital 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 Clause 18 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by tele facsimile or similar facsimile transmission be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

(i) In case of a notice to the Company at:

Events Limited

Attention: Mr. Cristoo Arora

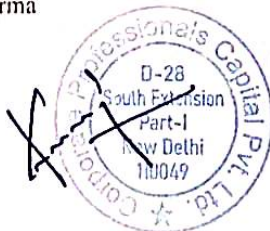
Tel: +91 9871822880

Email: compliance@eventions.in

(ii) In case of a notice to BRLM:

Corporate Professionals Capital Private Limited

Attention: Mr. Manoj Kumar/ Ms. Ruchika Sharma



Email: events.ipo@indiacp.com / mb@indiacp.com

Address: 101-102, 1st floor, JP Complex, Opp. CN Vidhyalaya, Nr. Ambavadi Ahmedabad 380015

Tel: +91 079-26464676

Email: compliance@mnmsshares.com

The terms of this agreement for services by the Underwriters for 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 Exchanges and other governing authorities. Any change or alteration by the respective bodies in the prevailing laws and regulations in future times, that may render the accomplishment of the Issue or underwriting unsuccessful for the reasons beyond Underwriters and the Issuer's control shall not be counted as Underwriters' failure. In case of such an event, the Underwriters shall not be liable or legally bound to any proceedings or actions for refund of fees received by them till such date.

All obligations of the Issuer Company, the Underwriters, are subject to the conditions 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 his / their obligations under the Underwriting Agreement. This Agreement shall be in force from the date of execution and will expire on completion of allotment for this Issue.

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

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

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and shall be subject to New Delhi, India Jurisdiction.

Reference to arbitration - Any dispute arising out of this agreement between the Underwriters and the Issuer Company shall be referred to the Arbitrator who shall be appointed mutually by both the parties and the decision of such Arbitrator 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 New Delhi, India.



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d3d11667e274240c133aabb3ca3481946,
email=ACCOUNTS@NBMSPHARES.COM,
cn=NILESH K MODI
Date: 2023.09.20 09:33:33 +0530

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE UNDERWRITING AGREEMENT ENTERED BETWEEN THE COMPANY, THE BRLM AND THE UNDERWRITERS

IN WITNESS WHEREOF, this agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an Original, and all of which shall constitute one and the same instrument.

SIGNED

For and on behalf of Events Limited



Name: Cristoo Arora
Designation: Whole Time Director
DIN: 08996161
Date: September 21, 2026

Witnessed by:

Name: Akash Upadhyay

Address: Vill - Makhannagar, Teh-Mawana, Meerut, U.P. - 250404

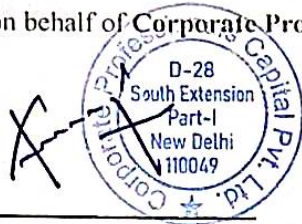
Date: 21/09/2026

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE UNDERWRITING AGREEMENT ENTERED BETWEEN THE COMPANY, THE BRIM AND THE UNDERWRITERS

IN WITNESS WHEREOF, this agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an Original, and all of which shall constitute one and the same instrument.

SIGNED

For and on behalf of **Corporate Professionals Capital Private Limited**



Name: Manoj Kumar

Designation: Partner & Head – Investment Banking and M&A

Date: September 21, 2026

Witnessed by:

Name: Jatin Jaggi

Address: D-38, South Extension, Delhi

Date: Sept. 21, 2026

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE UNDERWRITING AGREEMENT ENTERED BETWEEN THE COMPANY, THE BRML AND THE UNDERWRITERS

IN WITNESS WHEREOF, this agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an Original, and all of which shall constitute one and the same instrument.

SIGNED

For and on behalf of MNM STOCK BROKING PRIVATE LIMITED

**NILESH K
MODI**

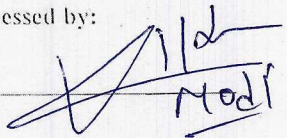
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serialNumber=D6796c276194dc0ccae9562475a8a08c33c34ec071
period=2026.09.22 12:34:30 +05'30'

Name: Mr. Nilesh K Modi

Designation: Director

Date: September 21, 2026

Witnessed by:


Modi

Name: VIKRANT MODI

Address: AMBAWADI AHMEDABAD

Date: 22.09.2026