



IN-GJ49422029516770W

INDIA NON JUDICIAL Government of Gujarat



सत्यमेव जयते

**Rs.
100**

Certificate of Stamp Duty

Certificate No. : IN-GJ49422029516770W

Certificate Issued Date : 20-Aug-2024 04:38 PM

Account Reference : IMPACC (AC)/ gj13287911/ RAJKOT/ GJ-RA

Unique Doc. Reference : SUBIN-GJGJ1328791115834169602492W

Purchased by : RAKESH PARMAR

Description of Document : Article 14 Bond

Description : AGREEMENT

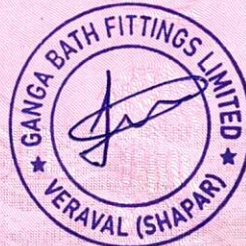
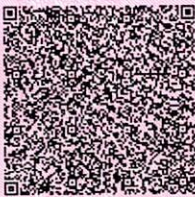
Consideration Price (Rs.) : 0
(Zero)

First Party : GANGA BATH FITTINGS LIMITED

Second Party : JAWA CAPITAL SERVICES PRIVATE LIMITED

Stamp Duty Paid By : GANGA BATH FITTINGS LIMITED

Stamp Duty Amount(Rs.) : 100
(One Hundred only)

**HF 0014980524****Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using a Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT BETWEEN THE BOOK RUNNING LEAD MANAGER AND THE ISSUER COMPANY

This Agreement ("**Agreement**") is made on this August day of 20th, 2024, by and between:

GANGA BATH FITTINGS LIMITED (Formerly Known as Ganga Plast Industries Limited), a company registered and incorporated under the provisions of the Companies Act, 2013 and existing under the provisions of the Companies Act, 2013 ("**Companies Act**") and having its registered office at Survey No. 121, Nr. Vraj Industrial Estate, SIDC Road, B/H Shantidham Residency, Veraval (Shapar), Kotda Sangani, Veraval (Shapar), Rajkot, Kotda Sanghani, Gujarat, India, 360024 and bearing CIN U22204GJ2024PLC151770, (hereinafter referred to as the "**Issuer**")/"**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) executed through its Managing Director Mr. Jimmy Tilva, who has been duly authorised to execute this Agreement by virtue of the resolution passed by the Board of Directors in its meeting held on August 01st, 2024 of the **FIRST PART**;

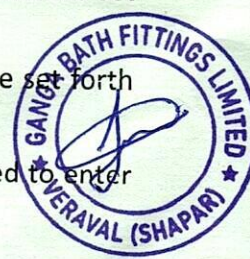
AND

JAWA CAPITAL SERVICES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, and having its Registered Office at Plot No. 93, First Floor, near DAV School, Pocket 2, Jasola, Delhi – 110025 and registered as a Merchant Banker with the Securities and Exchange Board of India (hereinafter referred to as "**JAWA**")/"**Book Running Lead Manager**")/"**BRLM**", 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 BRLM are individually referred to as "**party**" and collectively referred as the "**parties**")

WHEREAS:

- (A) The Issuer is proposing to undertake an initial public offering upto 66,64,000 fully paid up Equity Shares of Rs. 10 each ("**Issued Shares**") with such premium as may be decided by the Company ("**Issue**") through the book building method ("**Book Building Process**") as prescribed under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("**SEBI ICDR Regulations**") at such price as may be determined or discovered through the book building process (the "**Book Building**") in accordance with the requirements of the Companies Act, the SEBI ICDR Regulations and other applicable laws.
- (B) The Board of Directors of the Issuer ("**Board of Directors**") pursuant to a resolution dated August 01st, 2024 have approved and authorized the Issue, further the Issue has been authorized by the shareholders of the Issuer pursuant to a resolution dated August 05th, 2024 passed at the Extraordinary General Meeting of the members of the Issuer;
- (C) The BRLM is an entity registered with the SEBI under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992 ("**Merchant Bankers Regulations**") having a valid and subsisting Registration No. MB/INM000012777.
- (D) The Issuer has appointed the BRLM to manage the Issue as the Book Running Lead Manager, and the BRLM has accepted the engagement in terms of the engagement letter dated April 04, 2024 (the "**Engagement Letter**"), subject to the terms and conditions set forth therein.
- (E) The agreed fees and expenses payable to the BRLM for managing the Issue are set forth in the Engagement Letter.
- (F) In terms of Regulation 224(5) of the SEBI ICDR Regulations, the Issuer is required to enter



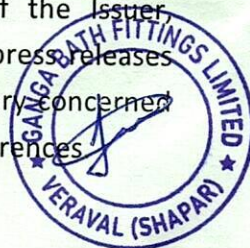
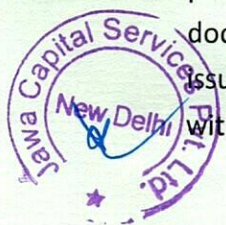
into an agreement with the lead manager, accordingly, the Parties have agreed to enter into the Agreement to record certain terms and conditions for, and in connection with the Issue.

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

- (1) The BRLM shall be the sole book running 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, along with the relevant rules made thereunder ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "**SEBI**") 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.

Consent of the shareholders has been obtained vide special resolution passed pursuant to Section 62(1)(c) of the Companies Act, 2013, passed in the extraordinary general meeting held on August 05th, 2024.

- (3) The Issuer undertakes and declares that any information made available to the BRLM 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 BRLM 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 BRLM 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 BRLM 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 BRLM 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 BRLM, 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 BRLM, 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 BRLM.
- (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 BRLM to enable them to file a report with SEBI in respect of the Issue.
- (13) The Issuer shall keep the BRLM 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 BRLM.
- (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 SEBI. The Issuer shall pay requisite interest amount, if so required under the laws or direction or order of SEBI.
- (17) Rights of the BRLM to the Issue 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 the BSE Limited which includes BSE SME in case of any of the particulars, information etc. called for is not made available by the Issuer.



- (18) The BRLM 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 BRLM.
- (19) For services rendered the Issuer shall pay to the BRLM a fee as have been agreed between the Issuer and the BRLM vide engagement letter dated April 04, 2024.
- (20) Consequences of Breach: In the event of breach of any of the conditions mentioned above, the non-defaulting parties 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 parties shall not be liable for the consequences, if any, resulting from such termination and withdrawal. The BRLM 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 acts of the NRLM, the Issuer shall not be liable to pay any fees or reimbursement of out-of-pocket expenses to the BRLM.

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

<div>For Ganga Bath Fittings Limited (Formerly Known as Ganga Plast Industries Limited)</div> <div> Name: Jimmy Tilva Designation: Managing Director Date: 20-08-2024 Place: Rajkot</div>	<div>For Jawa Capital Services Private Limited</div> <div> Name: Anoop Kumar Gupta Designation: Director Date: 20-08-2024 Place: Delhi</div>
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Witness:

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