

தமிழ்நாடு தமில்நாடு TAMILNADU

10 JUL 2024

AV 095274

Indowind Energy Ltd  
Chennai

R. RAGUPATHI  
STAMP VENDOR, L/No. 03/4839/83  
No. 37, VILLAGE ROAD, NOW KNOWN AS  
No. 79/91, VALLUVARKOTTAM HIGH ROAD  
NUNGAMBAKKAM, CHENNAI-600 034  
MOBILE: 9445114347

### UNDERWRITING AGREEMENT

This Underwriting agreement is made and entered into at Chennai on this 10th July, 2024 between:

**Indowind Energy Limited**, company registered under provisions of the Companies Act, 1956, bearing CIN L40108TN1995PLC032311 as amended ("Companies Act") and having its registered office at Kothari Buildings, 4<sup>th</sup> Floor, 114, M.G.Road, Nungambkkam, Chennai Tamil Nadu, 600034, India (hereinafter referred to as "INDOWIND" or "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, of the **FIRST PART**;

AND

**B. N. Rathi Securities Limited**, having SEBI registration number INZ000160834 and having its registered office at 6-3-652, 4<sup>th</sup> Floor, Kautilya, Amrutha Estates, Somajiguda, Hyderabad - 500082, India (hereinafter referred to as "Underwriter"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

In this Underwriting Agreement, the Issuer Company are collectively referred to as "Parties" and individually as "Party".

*[Signature]*



*[Signature]*



**WHEREAS:**

- A. The Issuer Company is proposing to undertake an Rights Issue of 2,14,66,956 Equity Shares of the Company ("Equity Shares") having face value of Rs.10/- each (the "Rights Issue Shares") in accordance with the Chapter III of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (hereinafter referred to as the "SEBI ICDR Regulations") read with the SEBI Rights Issue Circular, other applicable statutory and/or regulatory requirements, at an Issue price ("Rights Issue Price") of Rs. 22.50 per share aggregating to Rs. 4,830.06 lakhs ("Issue" or "Rights Issue").
- B. The Issuer Company has obtained approval for the Rights Issue pursuant to the Board resolution dated January 08, 2024 which collectively authorized the Issuer Company's Directors, or any other authorized representative, for the purpose of the Rights Issue, to issue and sign the Draft Letter of Offer, the Letter of Offer, 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. The Issuer has obtained In-principal approval from National Stock Exchange of India Limited and BSE Limited for the proposed Rights Issue.
- C. Pursuant to Regulation 81 of SEBI (ICDR) Regulations, 2018 if the Issuer desires to have the Issue Underwritten it shall appoint Merchant Bankers or Stock Brokers, registered with the SEBI, to act as Underwriters
- D. B. N. Rathi Securities Limited, is registered Stock Broker, having SEBI registration number INZ000160834. The Issuer Company has approached B. N. Rathi Securities Limited for being appointed as Underwriter for this Rights Issue. B. N. Rathi Securities Limited has accepted such proposal and confirm that there is no conflict of interest arising from such transaction or arrangement.
- E. Hence, B. N. Rathi Securities Limited shall act as Underwriters to this Issue and all the parties herein have therefore agreed to enter into this Agreement for the purpose of underwriting and amongst the other things as required under regulation 14 of SEBI (Underwriters) Regulations 1993.

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

**1. DEFINITIONS AND INTERPRETATIONS**

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

"Affiliates" with respect to any person means (a) any persons that directly or indirectly, through one or more intermediaries, control or are controlled by or are under common control with, the specified person.

"Allotment" shall mean the issue and allotment of Rights Issue Shares pursuant to the Rights Issue.

"Agreement" shall mean this agreement or any other agreement as specifically mentioned.

"Application" shall mean an indication to make an offer during the Application Period by an Eligible Equity Shareholders or Renounee to subscribe to the Rights Issue shares at the issue price, including all revisions and modifications thereto.

"Application Amount" shall mean the Issue Price indicated in the Application Form and payable by an Applicant on submission of the Application in the Rights Issue.

"Application Form" shall mean the form in terms of which the Applicant shall make an offer to subscribe to the Rights Issue shares and which will be considered as the application for Allotment of the Rights Issue Shares in terms of the Letter of Offer.

"Applicant" shall mean any Eligible Equity Shareholders or Renounee who has made an application in accordance with the Letter of Offer.

"Application" shall mean the form in terms of which the Applicant shall make an offer to subscribe to the Rights Issue shares and which will be considered as the application for Allotment of the Rights Issue Shares in terms of the Letter of Offer.

"Issue Closing Date" shall mean any such date on completion of the application hours after which the collection Bankers will not accept any Applications for the Offer as specified in the Letter of Offer.

"Issue Opening Date" shall mean any such date on which the Collection Bankers shall start accepting Applications for the Rights Issue, within the Application hours as specified in the Letter of Offer.

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

"Companies Act" shall mean the Indian Companies Act, 1956 and/or the Companies Act, 2013, as amended from time to time.



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

“Controlling Person(s)” with respect to specified person, shall mean any other person who Controls such specified person.

“Draft Letter of Offer” shall mean the Draft Letter of Offer of the Company dated March 29, 2024 which was filed with NSE and BSE.

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

“Indemnifying Party” shall have the meaning given to such term in this Agreement.

“Issue Agreement” shall mean the agreement dated March 07, 2024 entered between the Issuer Company and Lead Manager.

“Issue Price” means share of face value of Rs.10 each at premium of Rs. 12.50 per share.

“Issue Shares” means the Issuer Company proposes to issue 2,14,66,956 Equity Shares having face value of Rs. 10/- each at an issue price of Rs. 22.50 each in accordance with the Chapter III SEBI (ICDR) Regulations 2018.

“Issue / Rights Issue / Offering” shall mean issue 2,14,66,956 Equity Shares having face value of Rs. 10 each (the “Issue Shares”, (Rights Shares” or “Offer Share”) in accordance with the Chapter III SEBI (ICDR) Regulations 2018, (as defined herein) and applicable Indian securities laws at an Issue Price (“Issue Price”) of Rs. 22.50 per share aggregating to Rs. 4,830.06 lakhs.

“LM” shall mean the lead manager to the issue, or Srujan Alpha Capital Advisors LLP

“Material Adverse Effect” shall mean, individually or in the aggregate, a material adverse effect on the condition, financial or otherwise, or in the earnings, business, management, operations or prospects of the Company and its subsidiaries, taken as a whole.

“Offer Document” shall mean and include the Draft Letter of Offer and the Letter of Offer as and when approved by the Board of Directors of Issuer Company and filed with NSE and BSE.

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

“Rights Issue Account” shall mean the account opened by the Issuer Company with a designated Banker to the Issue for the purpose of transfer of monies from the SCBSBs from the bank accounts of the ASBA Applicants on the Designated Date.

“Registrar” shall mean Bigshare Services Private Limited, a company within the meaning of the Companies Act, 1956 and having its registered office at Office No. S6-2, 6th floor, Pinnacle Business Park next to Ahura Centre, Mahakali Caves Road, Andheri (East), Mumbai, Maharashtra, 400 093

“Rights Issue” the issue of equity shares, shares to be offered in this Rights Issue to the Eligible Equity Shareholders of the Company of 2,14,66,956 Equity Shares of face value of Rs. 10/- each at Issue Price of Rs. 22.50 per equity shares aggregating to Rs. 4,830.06 lakhs.

“SEBI” shall mean the Securities and Exchange Board of India.

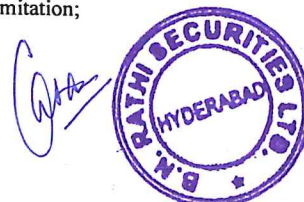
“SEBI (ICDR) Regulations 2018” shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended and as applicable to the Offering.

“Stock Exchanges” shall mean National Stock Exchange of India Limited (NSE) and BSE Limited (BSE).

“Underwriters” means underwriter to the issue, in this case, B. N. Rathi Securities Limited having SEBI Registration INZ000160834.

1.2 In this Agreement, unless the context otherwise requires:

- (a) word denoting the singular shall include the plural and vice versa;
- (b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- (c) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (d) references to the word “include” or “including” shall be construed without limitation;



- (e) references to this Issue Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Issue Agreement or to such other agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or noted;
- (f) any reference to any Party to this Issue Agreement, or any other agreement, deed or instrument shall include its successors, heirs or permitted assigns;
- (g) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- (h) references to a Section, Paragraph or Annexure is, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Issue Agreement; and capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Letter of Offer and the Letter of Offer.

## 2. UNDERWRITING

On the basis of the representations and warranties contained in this Agreement and subjects to its terms and conditions, the Underwriters hereby agrees to underwrite and / or procure subscription for the Issue shares in the manner and on the terms and conditions contained elsewhere in of this Agreement and subject to Regulation 2018 of SEBI (ICDR) Regulation 2018 and Schedule III Part B-1 to the SEBI (ICDR) Regulation 2018 as mentioned below:

2.1 Following will be the underwriting obligations of each respective under:

Details of the Underwriter	No. of shares underwritten	Amount Underwritten (Rs. In Lakhs)	% of the Total Issue Size Underwritten
B. N. Rathi Securities Limited	1,11,11,111	2,500	51.76 %
<b>Total</b>			

- 2.2 The Issuer Company shall before filing with the Stock Exchange and Securities Exchange Board of India (hereinafter referred to as "SEBI") make available to the Underwriters a copy of the Letter of Offer, as modified in the light of the observations made by NSE and BSE while issuing the In-principal approval letter. The Underwriters shall before execute their obligations under this Agreement satisfy themselves with the terms of the issue and other information and disclosures contained therein.
- 2.3 The Company agrees that, if after filing of the Letter of Offer with the Stock Exchanges and SEBI any additional disclosures are required to be made in the interest of the investors in regards to any matter relevant to the rights issue, the company shall with such requirements as may be stipulated by NSE or BSE or SEBI or the Lead Manager and compliance of such requirements shall be binding on the Underwriter; provided that such disclosures shall not give a right to the Underwriter to terminate or cancel its underwriting obligations unless such subsequent disclosures are certified by NSE or BSE or SEBI as being material in nature and essential for the contract of underwriting; the question whether or not such subsequent disclosures are material in nature, the decision of NSE or BSE or SEBI shall be final and binding on both the parties.
- 2.4 The Issue period for the Rights Issue shall open not later than three months from the date of this agreement or such extended period(s) as the underwriters may agrees to in writing. The Issue period shall be kept open by the company for a minimum period of 3 days and if required by the underwriter, the same may be kept open upto a maximum of 10 calendar days failing which the Underwriter shall not be bound to discharge the underwriting obligations under this Agreement.
- 2.5 The application bearing the stamp of the Underwriter or as the case may be the SEBI Registered underwriter 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 eligible equity shareholder or renouncee and, in the event of the issue being oversubscribed, such applications shall be treated on par with those received from the eligible equity shareholder or renouncee and under no circumstances, the applications bearing the stamp of the Underwriter or the sub-underwriter shall be given any preference or priority in the matter of allotment of the offer shares.
- 2.6 There is no provision for inter-changeability of the underwriting obligation i.e. B. N. Rathi Securities Limited shall have to underwrite their respective obligations as stated in 2.1 of this Agreement and that they shall not be allowed to interchange any portion of the said obligations. All the applications made by any applicant except in its "OWN" account shall be construed to be part of the "Rights Issue" applications. In case of shortage the Rights Issue Portion, the Underwriter shall not be liable for any damages or losses as long as it has completed its individual obligations stated in 2.1 of this Agreement.
- 2.7 Only the Underwriter for the "Rights 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 underwriter of his underwriting obligation under this Agreement.









- 2.8 If the Rights Issue is undersubscribed, B. N. Rath Securities Limited being the Underwriters for such portion shall be responsible to subscribe/procure subscription to the unsubscribed shares. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1 above.
- 2.9 The said underwriting obligations for each underwriter in case of shortage in its respective portions shall be discharged in the manner mentioned below:
- the Company shall within 30 days after the date of closure of rights issue period communicate in writing to the respective underwriter, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the underwriter or subscription to be procured therefore by the underwriter.
  - the Company shall make available to the respective underwriter, the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from the company's auditors.
  - the respective underwriter on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case not later than 30 days after receipt of the communication under sub-clause (a) above, in the manner specified in clauses 2.7, 2.8 and elsewhere in this Agreement, make or procure the applications to subscribe to the shares and submit the same together with the application moneys to the Company in its Rights Issue Account opened specifically for this Issue.
  - in the event of failure of the underwriter to make the application to subscribe to the shares as required under clause (c) above, the Company shall be free to make arrangements with one or more persons to subscribe to such shares without prejudice to the rights of the Company to take such measures and proceedings as may be available to it against the underwriter including the right to claim damage for any loss suffered by the Company by reason of failure on the part of the underwriter to subscribe to the shares as aforesaid.
- 2.10 The Company is free to quantify the damage being a multiple of the value of the shares not subscribed by the respective underwriter.

### 3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITERS

- 3.1 **Net worth of the Underwriter:** The Underwriter(s), hereby declares that they satisfy the Net Worth/ Capital Adequacy Requirements specified under the SEBI (Underwriter) Rules and Regulations, 1993 or the bye-laws of the stock exchange of which the underwriter is a member and that he is competent to undertake the underwriting obligations mentioned in clause 2 hereinabove.
- 3.2 **Registration with the SEBI:** The underwriter(s) hereby declares that the underwriters being Stock Brokers are entitled to carry on the business as an underwriter without obtaining a separate certificate under the SEBI (Underwriters) Regulations 1993 framed under the SEBI Act.
- 3.3 The Underwriters confirm to the Company that they are responsible and liable to the Company, for any contravention of the SEBI Act, rules or regulations thereof. The Underwriters further confirm that they shall abide with their duties, function, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992 and the SEBI (Underwriters) Regulations 1993.
- 3.4 In addition to any representations of the Underwriter(s) under the Regulation of Document filed with NSE, BSE, the Underwriter(s) hereby represents and warrants that:
- It has taken all necessary actions to authorize the signing and delivery of this Agreement;
  - The signing and delivery of this Agreement and the compliance with this Agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Underwriter.
  - It will comply with all of its respective obligations set forth in this Agreement.
  - It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the NSE, BSE w.r.t underwriting in general and underwriting this Rights Issue in specific.
  - It shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.
- 3.5 The Underwriter(s) acknowledge that it is under a duty to notify the Issuer Company and the NSE, BSE immediately in case it become aware of any breach of a representation or warranty

### 4. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

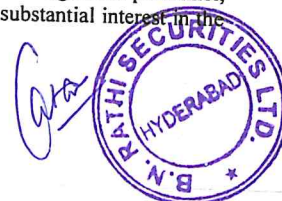
- 4.1 **Warranty as to statutory and other approvals.** The Company warrants that all consent, sanctions, clearance, approvals, permissions, licenses, etc., in connection with the rights issue as detailed in the Letter of Offer or required for completing the Letter of Offer have been obtained or will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



obtained or will be obtained and the same shall remain effective and in force until the Allotment of all the Rights Issue Equity Shares are completed.

4.3 In addition to any representations of the Issuer under the Letter of Offer the Issuer Company hereby represents and warrants that:

- a) It has taken all necessary actions to authorize the signing and delivery of this Agreement;
- b) The signing and delivery of this Agreement and the compliance with this Agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Issuer Company.
- c) It will comply with all of its respective obligations set forth in this Agreement.
- d) except for the disclosures that would appear in the Letter of Offer or any supplement thereto to be approved by the Board of Directors or its Committee (i) the Company is not in default of the terms of, or there has been no delay in the payment of the principal or the interest under, any indenture, lease, loan, credit or other agreement or instrument to which the Company is a party to or under which the Company's assets or properties are subject to and (ii) there has been no notice or communication, written or otherwise, issued by any third party to the Company, with respect to any default or violation of or seeking acceleration of repayment with respect to any indenture, lease, loan, credit or other agreement or instrument to which the Company is a party to or under which the Company's assets or properties are subject to, nor is there any reason to believe that the issuance of such notice or communication is imminent.
- e) except as otherwise disclosed/described in the Offer Documents, the Company is not (i) in violation of its articles of association, (ii) Offer Documents, in default (and there has not been any event that has occurred that with the giving of notice or lapse of time or both would constitute a 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 is a party or by which it may be bound, or to which any of the property or assets of the Company is subject, or (iii) in violation or default (and there has not been any event that has occurred that with the giving of notice or lapse of time or both would constitute a default) of any Applicable Law, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company.
- f) Except as disclosed in the Offer Documents, (i) no labour dispute with the employees of the Company exists; and (ii) the Company is not aware of any existing labour disturbances by the employees of the Company's principal customers, suppliers, contractors, or subcontractors; which would result in a Material Adverse Change.
- g) except as disclosed in the Offer Documents, the Company has legal, valid and transferable title to all immovable property owned by it and legal and valid title to all other properties owned by it, in each case, free and clear of all mortgages, liens, security interests, claims, restrictions or encumbrances, otherwise secured to any third party except such as do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company; and all of the leases and subleases material to the business of the Company under which such properties are held are in full force and effect, and the Company has not received any notice of any material claim that has been asserted that is adverse to the rights of the Company under any of the leases or subleases mentioned above, or affecting the rights of the Company to the continued possession of the leased or subleased premises under any such lease or sublease, except in each case, to hold such property or have such enforceable lease would not result in a Material Adverse Change.
- h) Except as disclosed in the Offer Documents, the Company has accurately prepared and timely filed, except where a delay or omission is not material in the opinion of the Lead Manager, all tax returns, reports, and other information which are required to be filed by or with respect to it or has received extensions with respect thereof. Except as would not have a Material Adverse Change in the opinion of the Lead Manager, the Company has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such tax, assessment, fine or penalty that is being contested in good faith and by appropriate proceedings, to the extent, such tax, assessment, fine or penalty is disclosed in the Offer 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 of the Company, or (ii) such Director's or key managerial personnel's spouse or parents or any of his or her children, or (iii) any company, undertaking or entity in which such Director holds a Controlling interest.
- i) all transactions and loans, liability or obligation between the Company on the one hand 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 or which has a significant influence over the Company, (iii) persons owning an interest in the voting power of the Company that gives them significant influence over the Company, (iv) management personnel having authority and responsibility for planning, directing and Controlling the activities of the Company (including relatives of such management personnel, directors and senior management of the Company) and (v) entities in which a substantial interest in the



voting power is owned, directly or indirectly, by any person described in (iii) or (iv) or over which such a person is able to exercise significant influence (including entities owned by directors or major shareholders of the Company and entities that have a member of key management personnel in common with the Company) on the other hand (a) have been and are, or will be, as the case may be, fair and on terms that are no less favourable to the Company than those that would have been obtained in a comparable transaction by the Company with an unrelated person and (b) are, or will be, adequately disclosed in all material respects in the Offer Documents and (c) are, or will be, as the case may be, to the Company's knowledge, legally binding obligations of and fully enforceable against the persons enumerated in (i) to (v) above.

- j) the financial statements of the Company included in the Offer Documents, to the extent required, have been prepared in accordance with and in conformity with Indian GAAP, the Companies Act, the applicable provisions of the SEBI ICDR Regulations, 2018, and any other Applicable Laws.
  - k) other than as disclosed in the Offer Documents, no transaction tax, issue tax, stamp duty or other issuance or transfer tax or duty or withholding tax is payable by or on behalf of the Underwriter in connection with the Offer, subscription, allocation, distribution, or delivery of the Equity Shares as contemplated by this Agreement or in connection with the execution, delivery, and performance of each of the Offer Documents (other than tax incurred on the Underwriters' actual net income, profits or gains in connection with the Offer).
  - l) all descriptions of the governmental approvals, authorizations, and other third-party consents and approvals described in the Offer Documents are accurate descriptions in all material respects, fairly summaries the contents of these approvals, authorizations, and consents, and do not omit any material information that affects the import of such descriptions. There are no governmental approvals, authorizations, or consents that are material to the presently proposed operations of the Company or would be required to be described in the Offer Documents under Indian law or a regulatory framework of SEBI that have not been so described.
  - m) It shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.
- 4.4 The Issuer Company acknowledges that it is under a duty to notify the Underwriters and the Stock Exchanges immediately in case it becomes aware of any breach of a representation or a warranty.

## 5. CONDITIONS OF THE UNDERWRITERS' OBLIGATIONS

5.1 The several obligations of the Underwriter(s) under this Agreement are subject to the following conditions:

- a) Subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any regulatory changes, or any development involving a prospective regulatory changes or any order or directive from SEBI, the Stock Exchanges or any other governmental, regulatory or judicial authority that, in the judgment of the Underwriter(s), is material and adverse and that makes it, in the judgment of the Underwriter(s), impracticable to carry out Underwriter(s) obligations, all corporate and regulatory approvals required to be obtained by the Company for the Offer, having been obtained by the Company and completion of due diligence as may be required by the Underwriter and the absence of a materially adverse finding consequent to such due diligence, there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company and its subsidiaries, taken as a whole, that, in the judgment of the Lead Manager, are material and adverse and that makes it, in the judgment of the Lead Manager, impracticable to market the Offer or to enforce contracts for the sale of the Offer on the terms and in the manner contemplated in the Offer Document and to the satisfaction of the Lead Manager.
- b) Subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any change, or any development involving a prospective changes, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company and its subsidiaries, taken as a whole, that, in the judgment of the Lead Manager, is material and adverse and that makes it, in the judgment of Lead Manager, impracticable to market the Offer Shares or to enforce contracts for the sale of the Offer Shares on the terms and in the manner contemplated in the Offering Documents.
- c) If the Underwriter(s) are so notified or become aware of any such filing, communication, occurrence or event, as the case may be, they may give notice to the company to the effect, with regard to the Offer shares this Agreement shall terminate and cease to have effect, subject as set out herein.
- d) The representations and warranties of the Issuer Company contained in this Agreement shall be true and correct on and as of the Issue Closing Date and that the Issuer Company shall have complied with all the conditions and obligations under this Agreement and the Issue Agreement dated March 07, 2024 on its part to be performed or satisfied on or before the Issue Closing Date.

5.2 If any condition specified in Section 5.1 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Underwriter(s) by written notice to the Issuer Company any time on or



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prior to the Issue Closing Date; provided, however, that this Section 5.2, Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Agreement.

5.3 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.

## 6. FEES, COMMISSIONS, AND EXPENSES

The Company shall pay underwriting commission to Underwriter as decided and mentioned by the Underwriter in the Mandate Letter executed with the Company. The Company shall not bear any other expenses or losses, if any, incurred by the Underwriter in order to fulfill its obligations unless the same is incurred by the Underwriter with the prior consent of the Company.

## 7. INDEMNITY

The Underwriters herein (B. N. Rathi Securities Limited) shall indemnify and keep indemnified the Issuer for its own account and their respective Affiliates and all the respective Partners, Officers, employees, duly authorised agent and controlling persons (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, Claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of the or arising out of, or in relation to the Rights Issue subscription, trading, liquidity and failure to make minimum market requirement from time to time which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the willful defaults or gross negligence on the part of the underwriters. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charges, demand or action or other proceeding.

The Issuer Company shall indemnify and keep indemnified, the Lead Manager, 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 the 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 Letter of Offer and Letter of Offer or omission or alleged omission there from of a material fact necessary in order to make the statements therein in the light of the circumstances under which they were made not misleading, or which are determined by the court or arbitral tribunal of competent jurisdiction to have resulted from bad faith, dishonesty, illegal or fraudulent acts or the willful default or gross negligence on the part of the company. Such indemnity will extend to include all reasonable costs, charges and other expenses that such Indemnified party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings. Provided however that the issuer company will not be liable to the lead manager, 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.

## 8. TERMINATION

8.1 Notwithstanding anything contained herein, the underwriter(s) shall have the option to be exercised by him at any time prior to the opening of the issue as notified in the Letter of Offer of terminating this Agreement under any or all of the following circumstances –

- i. if any representations/ statement made by the Company to the underwriter and/ or in the application forms, negotiations, correspondence, the Letter of Offer or in this letter are or are found to be incorrect;
- ii. a complete breakdown or dislocation of business in the major financial markets, affecting the cities of Mumbai, Pune, Chennai, Kolkata, Ahmedabad or New Delhi;
- iii. declaration of war or occurrence of insurrection, civil commotion or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Mumbai, Pune, Chennai, Kolkata, Ahmedabad and New Delhi.

8.2 Notwithstanding anything contained in section 7.1 above, 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 underwriter shall inform the Company with adequate documentary evidence of the breach/non-performance by Registered post/ Speed post and acknowledge obtained therefore, whereupon the underwriter shall be released from all or any of the obligations required to be performed by him.

8.3 The provision of Section 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 shall survive the termination of this Agreement.

## 9. NOTICES





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

#### 10. TIME IS THE ESSENCE OF AGREEMENT

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

#### 11. SEVERAL OBLIGATIONS

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

#### 12. MISCELLANEOUS

The Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors. The Underwriter shall not assign or transfer any of its respective rights or obligations 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 Underwriter.

#### 13. GOVERNING LAW AND JURISDICTION

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

#### 14. ARBITRATION

**Reference to arbitration** - Any dispute arising out of this Agreement between the Underwriter and the Issuer Company shall be referred to the Arbitration Committee by the NSE / BSE in which the rights issue share is to be listed and the decision of the Arbitration Committee shall be final and binding on both the parties.

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

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

#### 15. AMENDMENT

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

#### 16. SEVERABILITY

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

#### 17. COUNTERPARTS

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

#### 18. CUMULATIVE REMEDIES

The rights and remedies of each of the parties and each indemnified person under Sections 8 and 9 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

#### 19. ILLEGALITY



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

## 20. ASSIGNMENT

No party may assign any of its rights under this Agreement without the consent of the Party against whom the right operates. No provision of this Agreement may be varied without the consent of the Lead Manager.

The undersigned hereby certifies and consents to act as Underwriter to the aforesaid Issue and to their name being inserted as Underwriter in the Draft Letter of Offer, Letter of Offer which the Issuer Company intends to issue in respect of the proposed Rights Issue and hereby authorize the Issuer Company to deliver this Agreement to SEBI and the Stock Exchanges.

IN WITNESS WHEREOF the Parties have entered into this Agreement on the date mentioned above.

For and on behalf of  
INDOWIND ENERGY LIMITED



Mr. N. K. Haribabu  
(Whole Time Director and CFO)  
DIN: 06422543




Witnessed by:  
Signature:



Name: R. MURUGAPPAN  
Address: 1, Lake Area 7<sup>th</sup> 1012  
Nungambakkam  
Chennai - 34

For and on behalf of  
B. N. RATHI SECURITIES LIMITED



Mr. Chetan Rathi  
(Whole Time Director and CFO)  
DPIN: 00536441



Witnessed by:  
Signature:



Name: G. Sabitha Reddy,  
Address: Sai Reddy Nagar,  
Bollavum, Alwal,  
Sec - bad - 500010.