IN-GJ65582364405944Y

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

₹300

Certificate No.	:	**IN-GJ65582364405944Y**
Certificate Issued Date	:	05-May-2026 05:34 PM
Account Reference	:	IMPACC (AC)/ gj13103911/ MEHSANA/ GJ-MS
Unique Doc. Reference	:	SUBIN-GJGJ1310391127282148246765Y
Purchased by	:	JOHNSONCAB ELECTRICALS LIMITED
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	OFFER AGREEMENT (MOU)
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	JOHNSONCAB ELECTRICALS LIMITED
Second Party	:	ISK ADVISORS PRIVATE LIMITED
Stamp Duty Paid By	:	JOHNSONCAB ELECTRICALS LIMITED
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

GIRIRAJSINH B. ZALA
ADVOCATE & NOTARY

ISK ADVISORS PRIVATE LIMITED
AHMEDABAD

₹300

IN-GJ65582364405944Y

GG 0044931025

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-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.

MEMORANDUM OF UNDERSTANDING

BETWEEN

ISK ADVISORS PRIVATE LIMITED
(LEAD MANAGER TO THE ISSUE)

AND

JOHNSONCAB ELECTRICALS LIMITED
(THE COMPANY)

ISK ADVISORS PRIVATE LIMITED AHMEDABAD

MEMORANDUM OF UNDERSTANDING BETWEENTHE BOOK RUNNING LEAD MANAGER TO THE ISSUE AND THE COMPANY

THIS MEMORANDUM OF UNDERSTANDING made on JUNE 10, 2026 between,

ISK ADVISORS PRIVATE LIMITED (IAPL), a Company registered under the Companies Act, 1956, and having its Registered Office at 5, Laxmi Society, Behind Sasuji Dining Hall, Off CG Road, Ahmedabad, Gujarat, 380006(hereinafter referred to as the **Book Running Lead Manager "BRLM"**).

AND

JOHNSONCAB ELECTRICALS LIMITED,a Company registered under the Companies Act, 2013and having its Registered office at Survey No. 930, Jagudan Char Rasta, Mehsana-Ahmedabad Highway, At Linch,Jagudan, Mahesana, , Gujarat, India, 382710(hereinafter referred to as the "Company" or **"JEL"**).

WHEREAS:

A. The Issue consists of a Public Issue of upto28,00,800 Equity Shares ("Equity Shares") of face value of Rs. 10/- each at issue price to be decided in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, (as defined herein) and applicable Indian securities laws ("The Issue") through book-built process.

B. The Companyhave approached the Book Running Lead Manager to manage the Issue and the Book Running Lead Manager has accepted the engagement, inter-alia, subject to the Company entering into a Memorandum of Understanding for the purpose being these present: -

NOW, THEREFORE, the Companyand the Book Running Lead Manager do hereby agree as follows: -

1. The Issue would be Managed by the Book Running Lead Manager solely.

2. Any change by way of addition to and deletion from the Issue Management team may be affected in prior consultation with the Book Running Lead Manager.

3. The Companyhereby declares that it has complied with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "the Board") and other relevant statutes to enable it to make the Issue. The Companyalso undertakes to comply with the following requirements as and where applicable before opening of the Subscription List:

    a. Approval of lenders regarding the Issue.

    b. Necessary Clearances from Government / Statutory Bodies / Municipal Authorities regarding the Project.

4. The present Issue has been authorized pursuant to a resolution of our Board dated April 8,2026and by Special Resolution passed under Section 62(1)(c) of the Companies Act, 2013 at the Annual General Meeting of our shareholders held on April 10,2026.

For ISK Advisors Private Limited	For Johnsoncab Electricals Limited
ISK ADVISORS PRIVATE LIMITED AHMEDABAD	JOHNSONCAB ELECTRICALS LIMITED
Authorised Signatory	**Authorised Signatory**
(Mr.RonakKadri)	**(Mr. Chandreshkumar Shankerlal Patel)**

5. The Companyundertakes and declares that any information made available to the Book Running Lead Manager or any statement made in the Offer Documents shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.

6. The Companyalso undertake to furnish complete audited report(s) (in case of a corporate body), other relevant documents, papers, information relating to pending litigations, etc., to enable the Book Running Lead Manager to corroborate the information and statements given in the Offer Documents.

The Companyaccepts full responsibilities to update the information provided earlier and duly communicate to the Book Running Lead Manager in cases of all changes in materiality of the same subsequent to submission of the issue document to SEBI but prior to opening date of Issue.

The Companyaccepts full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Issue.

7. The Companyshall, if so required, extend such facilities as may be called for by the Book Running Lead Manager to enable it to visit the plant site, office of the Companyor such other place(s) to ascertain for itself the true state of affairs of the Companyincluding the progress made in respect of the project implementation, status and other facts relevant to the Issue.

8. The Companyshall extend all necessary facilities to the Book Running Lead Manager to interact on any matter relevant to the Issue with the solicitors/legal advisors, auditors, co-managers, consultants, advisors to the Issue, the financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the Issue in any capacity whatsoever.

9. The Companyshall ensure that all advertisements released in connection with the issue conform to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the Book Running Lead Manager (s) from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate, and issue advertisements of the issuer. The interviews by the issuer's 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 connected with the issue or their associates or at any press, stock brokers' or investors conferences, shall also conform to these regulations.

10. The Company shall appoint other intermediaries (except Self Certified Syndicate Banks) and other persons associated with the issue only with the prior consent of the Book Running Lead Manager (s).

11. The Company shall, whenever required and wherever applicable, in consultation with the Book Running Lead Manager, enter into anagreement 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 Book Running Lead Manager.

12. The Companyshall take such steps as are necessary to ensure the completion of allotment and despatch of letters of allotment/credit to Demat accounts and refund orders/ unblocking of funds to the applicants within the prescribed time.

13. The Company shall take steps to pay fees, underwriting commission, brokerage to the underwriters, stock brokers, SCSBs, registered intermediaries, Book Running Lead Manager (s) etc., within the time specified in agreement with such intermediaries or within a reasonable time.

14. The Company undertakes to furnish such information and details regarding the Issue as may be required by the Book Running Lead Manager to enable them to file a report with the Board or place it on their websites.

15. The Companyshall keep the Book Running Lead Manager informed if it encounters any problem due to dislocation of communication system or any other material adverse circumstance which is likely to

For ISK Advisors Private Limited ISK ADVISORS PRIVATE LIMITED AHMEDABAD **Authorised Signatory** **(Mr.RonakKadri)**	**For Johnsoncab Electricals Limited** JOHNSONCAB ELECTRICALS LIMITED Auth. **Authorised Signatory** **(Mr. Chandreshkumar Shankerlal Patel)**

prevent or which has prevented the Company from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of Certificate, demat credit, making Refunds/ Unblocking of Funds, Share/debenture Certificates etc.

16. The Companyshall 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 Book Running Lead Manager.

17. The Company shall, in consultation with the Book Running Lead Manager, file the Offer Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Issue Opening Date.

18. The Book Running Lead Manager shall have the right:

⇒ To call for complete details from the promoters of all firms in which the Company and their promoters / directors are connected in any way.

⇒ To call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Issue are true and correct.

⇒ To withhold submission of the Draft Offer Document / Offer Document to SEBI in case any of the particulars, information, etc., called for is not made available by the company.

19. The responsibility of the Book Running Lead Manager would be limited to the activities as agreed upon in Inter-se-allocation of responsibilities.

20. The services rendered by the Book Running Lead Manager are on best efforts basis and in an advisory capacity. The Book Running Lead Manager shall not be held responsible for any acts or omissions by the Company.

21. Any action in connection with the Issue, on behalf of or by the Company, shall be subject to prior consultation of theBook Running Lead Manager.

22. The Companyhereby indemnify and keep indemnified the Book Running Lead Manager, at all times from any claim or demand arising out of or in connection with or in relation to the Issue and holds the Book Running Lead Manager harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.

23. The Company shall, in mutual consultation, agree and abide by the advice of the Book Running Lead Manager to suitably defer / postpone the issue in the event of any happenings which in the opinion of the Book Running Lead Manager would tend to paralyse or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Issue.

24. The Book Running Lead Manager shall have the right to withdraw from the Issue if it is felt that it is against the interest of the investors.i.e. if the Book Running Lead Manager finds non-compliances of SEBI (ICDR) Regulations, 2018 and any other major violations of the Laws of the Land by the Company and Company related entities.

25. The Company shall refund/unblock the moniesof the applicants, if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The Companyshall pay requisite interest amount if so required under the laws or direction or order of the Board.

26. Time Frame: The assignment is expected to be completed in the shortest/quickest possible time. However, it is to be distinctly understood that the pace of the progress of the transaction would depend on the time taken for statutory clearances and the flow of information from the Company/Promoters and top management.

27. For Services rendered, the Company shall pay to ISK Advisors Private Limited a feeofRs.50.00 lakhs(excluding applicable taxes).

For ISK Advisors Private Limited ISK ADVISORS PRIVATE LIMITED AHMEDABAD Rkadri **Authorised Signatory** **(Mr.RonakKadri)**	**For Johnsoncab Electricals Limited** JOHNSONCAB ELECTRICALS LIMITED Auth. **Authorised Signatory** **(Mr. Chandreshkumar Shankerlal Patel)**

This includes feebased IPO Expenses such as Pre IPO advisory services like structuring of capital, valuation & corporate advisory services & preparation ofprospectus, fee as Merchant banker, Legal Experts fees for legal due diligence, Register & transfer agents initial fees, Printing and postage, NSDL & CDSL fees (Depository fees), Statutory newspaper advertisement charges.

We inform you that this estimate does not include ROC charges, CA & CS consultancy and certification work, fees for peer review by the auditor, Demat charges, UPI & other charges payable to banker to the issue, brokerage, Market Maker's fees and additional advertisement, public relation activities, Further this estimate does not include fund based matters such as Underwriting / Issue Subscription Guarantee and that these would be subject to change depending on the security offered by us to the Underwriter /Market Maker w.r.t Pricing of the Issue and other related terms, which shall be mutually decided on a later stage, etc.

The schedule of disbursements of ISK Advisors Private Limited fees is as mentioned below:

1. ₹20Lakhs as first installment; upon execution of this engagement letter.
2. ₹ 5 Lakhs as second installment, at the time of filling of Draft offer document with exchange /SEBI and submission of Due Diligence certificate.
3. ₹10Lakhs at the time of receiving stock exchange approval for using their name in the offer Document for listing of the shares on the SME platform.
4. Balance ₹ 15 Lakhs are to be paid on Closure of the Issue.

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

Underwriting Fees shall be as per agreement to be entered mutually at a later stage.

The fees shallbecome due and payable as soon as the above event is completed. At no stage would any of the fees be refunded or become refundable, even if the assignment is not completed for any reason whatsoever.

28. In the event of breach of any of the conditions mentioned above, the BRLM shall have the absolute right to take such action as it may in its opinion determine including but not limited to withdrawing from the Issue Management. In such an event the Company will be required to reimburse all costs and expenses incurred as determined mutually and also such fee for services rendered till such date of withdrawal, as may be determined mutually by the Company and BRLM.

29. If any dispute or difference shall arise between the parties to this agreement as to the interpretation of this agreement or any covenants or conditions thereof or as to the rights, duties or liabilities of any parties hereunder or as to any act, matter or thing arising out of or under this agreement (even though the agreement may have been terminated) and the same shall be referred to a mutually agreed arbitrator who shall proceed as per Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration shall be Ahmedabad, Gujarat and the language to be used in the Arbitral Proceedings shall be English / Hindi.

30. Confidentiality: All information provided by the Company would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the OfferDocument to confirm to SEBI Regulations.

Information provided shall be used exclusively for the purpose of the transaction only.

For ISK Advisors Private Limited ISK ADVISORS PRIVATE LIMITED AHMEDABAD **Authorised Signatory** **(Mr.RonakKadri)**	**For Johnsoncab Electricals Limited** JOHNSONCAB ELECTRICALS LIMITED Auth. **Authorised Signatory** **(Mr. Chandreshkumar Shankerlal Patel)**

Termination Clause

The agreement shall be valid for a period of one year from the date of signing of MOU and may be extended for a further period by mutual MOU between the parties.

Notwithstanding the above, the MOU shall terminate on the occurrence of any of the following:

I. Mutual Consent between Our Company &IAPL; or

II. By either Our Company or IAPL upon giving 60 days written notice thereof to the other party; or

III. By Completion of the Transaction

IV. If Our Company decided not to proceed with the Transaction, on receipt of such information by IAPL.

In case of expiry of the MOU or in case the Company terminates this MOU, the amount incurred by ISK Advisors Private Limitedup to the date of termination of the MOU will only be considered valid. Notwithstanding the above, if the IPO is not proceeded with or is abandoned by the Company before filing but after completion of preparation of the Draft Red herring Prospectus / Prospectus, the fees upon Filing of the Draft Red herring Prospectus / Prospectus shall be payable to by ISK Advisors Private Limited. Similarly, after receipt of Stock Exchange approval, if Company does not proceed with the IPO, 50% of the remaining fees shall be payable to ISK Advisors Private Limited.Any fees paid to ISK Advisors Private Limited under this MOU shall be non-refundable in all circumstances.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and the year hereinabove written.

For ISK Advisors Private Limited	**For Johnsoncab Electricals Limited**
ISK ADVISORS PRIVATE LIMITED AHMEDABAD	JOHNSONCAB ELECTRICALS LIMITED Auth.
Authorised Signatory **(Mr.RonakKadri)**	**Authorised Signatory** **(Mr. Chandreshkumar Shankerlal Patel)**