



IN-GJ63680983739082X



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# INDIA NON JUDICIAL Government of Gujarat

## Certificate of Stamp Duty

Certificate No. : IN-GJ63680983739082X

Certificate Issued Date : 12-Dec-2025 11:28 AM

Account Reference : IMPACC (AC)/ gj13037011/ GULBAI TEKRA/ GJ-AH

Unique Doc. Reference : SUBIN-GJGJ1303701129599180456113X

Purchased by : SMR JEWELS LTD

Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : AGREEMENT

Consideration Price (Rs.) : 0  
(Zero)

First Party : SMR JEWELS LTD

Second Party : WEALTHMINE

Stamp Duty Paid By : SMR JEWELS LTD

Stamp Duty Amount(Rs.) : 600  
(Six Hundred only)



GG 0033091085

Statutory Warrant

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.

**UNDERWRITING AGREEMENT**

**FOR INITIAL PUBLIC OFFER OF**

**SMR JEWELS LIMITED  
(FORMERLY KNOWN AS SMR JEWELS PRIVATE LIMITED)  
ON THE SME PLATFORM OF BSE LIMITED-BSE SME**

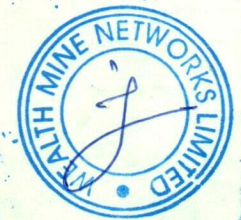
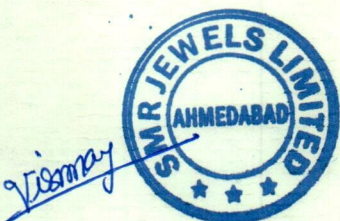
**BETWEEN**

**SMR JEWELS LIMITED  
(FORMERLY KNOWN AS SMR JEWELS PRIVATE LIMITED)  
(ISSUER COMPANY)**

**AND**

**WEALTH MINE NETWORKS LIMITED  
(FORMERLY KNOWN AS WEALTH MINE NETWORKS PRIVATE  
LIMITED)  
(BOOK RUNNING LEAD MANAGER AND UNDERWRITER)**

**DATED THIS DECEMBER 12, 2025**



## UNDERWRITING AGREEMENT

**THIS UNDERWRITING AGREEMENT (this "AGREEMENT") MADE AT JAMNAGAR, GUJRAT(INDIA) ON THIS DECEMBER 12, 2025, BETWEEN:**

**SMR JEWELS LIMITED (FORMERLY KNOWN AS SMR JEWELS PRIVATE LIMITED)**, a Company incorporated under the Companies Act, 2013 and having its Registered Office at 3, Vrindavan Appartments, Gulbai Tekra, Ahmedabad, Gujarat-380006, India, Gujarat (hereinafter referred to as "SJL" or the "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**;

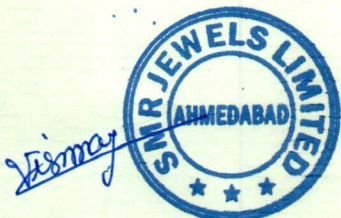
AND

**WEALTH MINE NETWORKS LIMITED (FORMERLY KNOWN AS WEALTH MINE NETWORKS PRIVATE LIMITED)**, a company registered under the Companies Act, 1956, and having its registered office at 215 B, Manek Centre, P N Marg, Jamnagar, Gujarat, India, 361001 (hereinafter referred to as hereinafter referred to as "**Book Running Lead Manager**" or "**WMNL**"), 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**;

(WMNL shall hereinafter referred to as "**Underwriters**", as the context requires in this Agreement).

### WHEREAS:

- A. The Issuer proposes an Initial Public Offer of **56,24,000** Equity Shares having face value of Rs. 10/- each (the "Offer Shares") in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended, (as defined herein) and applicable Indian securities laws for cash at a price of Rs. [●]/- per Equity Share (including premium of Rs. [●] per share) ("Offer Price") aggregating to Rs. [●] Lakhs (herein after referred to as "the Offer").
- B. The Offer comprises of **56,24,000** Equity Shares of face value of Rs. 10/- each ("Equity Shares") of SMR JEWELS LIMITED (*Formerly Known as SMR Jewels Private Limited*) ("The Company" or "The Issuer Company") for cash at a price of Rs. [●]/- Per Equity Share (including a Share Premium of Rs. [●] per Equity Share) ("Offer Price") aggregating to Rs. [●] Lakhs ("The Offer"), of which Fresh Issue to the public comprises of **45,00,000** Equity Shares of face value of Rs. 10/- each ("Fresh Issue") and Offer to Sale comprises of **11,24,000** Equity Shares of face value of Rs. 10/- each ("Offer for Sale") and of which **2,81,600** Equity Shares of face value of Rs. 10/- each for a cash price of Rs. [●]/- Per Equity Share (including a Share Premium of Rs. [●] per Equity Share), aggregating to Rs. [●] lakhs will be reserved for subscription by Market Maker ("Market Maker Reservation Portion"). The Offer less the Market Maker Reservation Portion i.e. Offer of 53,42,400 Equity Shares of face value of Rs. 10/- each at an Offer Price of Rs. [●]/- Per Equity Share (including a Share Premium of Rs. [●] per Equity Share) aggregating to Rs. [●] Lakhs (Is Hereinafter Referred to as the "Net Offer"). The Offer and the Net Offer will constitute 29.36% and 27.89 %, respectively of the post Offer paid up Equity Share Capital of Our Company. The Offer will include Offer within India, to institutional, non-institutional and Individual investors.
- C. The Offer shall be conducted through Book Building Issue pursuant to Regulation 253 of the SEBI (ICDR) Regulations, 2018 as amended, pursuant to which the Equity Shares are to be offered at the Offer Price of Rs. [●]/- per share (including premium of Rs. [●] per share).
- D. The Issuer has obtained approval for the Offer pursuant to the Board resolution dated *August 09, 2025*. The Issuer has also obtained its shareholders' approval pursuant to Special Resolution under section 62 of Companies Act, 2013 at the meeting of its shareholders held on *August 14, 2025*, which collectively authorizes the Company's Directors, or any other authorized representatives, for the purpose of the Offer, to issue and sign the Draft Prospectus, the Prospectus, this Agreement, the Memorandum(s) of Understanding (as defined hereunder), Underwriting Agreement (as defined hereunder),



any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Offering and to do all acts, deeds or things as may be required.

- D. The Issuer Company received In- Principal approval letter for insertion of BSE Limited.
- E. The Issuer Company will be applying for listing of its Equity Shares on the SME Platform of BSE- BSE SME.
- F. The Company has appointed and WEALTH MINE NETWORKS LIMITED (*Formerly Known As Wealth Mine Networks Private Limited*), to manage the Offer as the Book Running Lead Manager and the Company has accepted the engagement in terms of their Memorandum of Understanding dated August 19, 2025 as amended, subject to the terms and conditions set forth therein.
- G. One of the requirements of offering shares to the Public in accordance with the Chapter IX of the SEBI ICDR Regulations, 2018, as specified in Regulation 260 of the said Regulations is that the Offer shall be hundred percent underwritten and that the Book Running Lead Manager shall underwrite at least 15% of the Issue.
- H. WMNL shall act as Underwriter to the Offer 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 this Agreement, the following expressions, as used in this Agreement, shall have the respective meanings set forth below:

**"Affiliate"** with respect to a specified person, shall mean any other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

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

**"Allotment"** shall mean the issue, allotment and transfer of Equity Shares to successful Applicants pursuant to this Offer.

**"Applicant"** shall mean any prospective investor who has made an Application in accordance with the Draft Prospectus and/or the Prospectus.

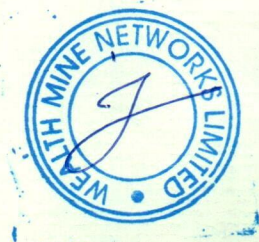
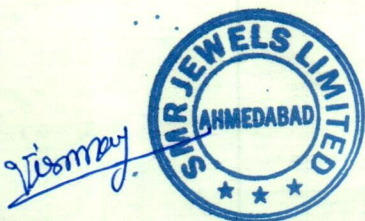
**"Application"** shall mean an indication to make an offer during the offer period by an Applicant, pursuant to submission of Application Form, to subscribe for or purchase Equity Shares at the Offer Price including all revisions and modifications thereto, to the extent permissible under the SEBI (ICDR) Regulations 2018 as amended from time to time.

**"Application Amount"** shall mean the number of Equity Shares applied for and as indicated in the Application Form multiplied by the price per Equity Share payable by the Applicants on submission of the Application Form.

**"Application Form"** The form in terms of which an Applicant shall make an Application and which shall be considered as the application for the Allotment pursuant to the terms of the Prospectus.

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

**"BSE"** shall mean BSE Limited, a recognised stock exchange having nationwide terminals.



"**BRLM**" shall have the meaning given to such term in the preamble to this Agreement and "**BRLM**" shall mean the Book Running Lead Manager to the Offer i.e. WMNL.

"**Companies Act**" shall mean Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon notification of the Notified Sections) and the Companies Act, 2013, to the extent in force pursuant to the notification of the Notified Sections, read with the rules, regulations, clarifications and modifications there under.

"**Companies Act 1956**" shall mean Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon notification of the Notified Sections).

"**Companies Act 2013**" shall mean Companies Act, 2013, to the extent in force pursuant to the notification of the Notified Sections, read with the rules, regulations, clarifications and modifications there under.

"**Controlling**", "**Controlled by**" or "**Control**" shall have the same meaning ascribed to the term "control" under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.

"**Controlling Person(s)**" with respect to a specified person, shall mean any other person who Controls such specified person.

"**Designated Intermediaries** shall mean: -

- i. An SCSB, with whom the bank account to be blocked, is maintained
- ii. A syndicate member (or sub-syndicate member)
- iii. A stock broker registered with a recognized stock exchange (and whose name is mentioned on the website of the stock exchange as eligible for this activity) ('broker')
- iv. A registrar to an issue and share transfer agent ('RTA')
- v. A depository participant ('DP') (whose name is mentioned on the website of the stock exchange as eligible for this activity).

"**Draft Prospectus**" shall mean the Draft Prospectus of the Company filed with BSE in accordance with Section 26 and 32 of the Companies Act, 2013 for getting in-principle listing approval.

"**Indemnified Party**" shall have the meaning given to such term in this Agreement and shall be read and construed in context of the text to which it pertains.

"**Individual Applicants/Investors**" shall mean individual Applicants (including HUFs and NRIs) who have made an application for equity shares for at least two lots, aggregating to an amount more than Rs. 2,00,000.

"**Market Maker**" shall mean any person who is registered as market maker with SME Platform of BSE Limited- BSE SME.

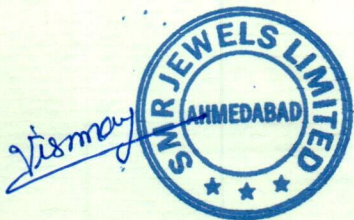
"**Market Maker Reservation Portion**", shall mean the reserved portion of 2,81,600 Equity Shares of the face value of Rs. 10/- each, at an Offer Price of Rs. [●] /- per Equity Share (including a Share Premium of Rs. [●].00 per Equity Share) aggregating to Rs. [●] Lakhs reserved for subscription by Market Maker.

"**Market Making Agreement**" shall mean the Agreement dated December 12, 2025 entered between Issuer Company, Book Running Lead Manager and Market Maker.

"**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 Issuer Company.

"**Memorandum(s) of Understanding**" shall mean the memorandum of understanding dated August 08, 2025 entered between the Issuer Company and the Book Running Lead Manager.

"**Non-institutional Applicants**" shall mean all Applicants that are not QIBs or Individual Applicants and who have applied for Equity Shares for an amount of more than Rs. 2,00,000.



"Net Offer" comprise a Net Offer to the Public of 53,42,400 Equity Shares of Rs.10/- each at Offer Price of Rs. [●] /- each, (including a Share Premium of Rs. [●] per Equity Share) aggregating to Rs. [●] Lakhs.

"Offer" shall mean the offer of 56,24,000 (Fifty-Six Lakh Twenty-Four Thousand) Equity Shares of face value ₹10/- (Rupees Ten only) each, comprising a Fresh Issue of 45,00,000 (Forty-Five Lakh) Equity Shares by the Company and an Offer for Sale of 11,24,000 (Eleven Lakh Twenty-Four Thousand) Equity Shares by the Selling Shareholders, made in accordance with the provisions of the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, and other applicable laws, at an offer price ("Offer Price") of ₹[●]/- per Equity Share (including a premium of ₹[●]/- per Equity Share), aggregating to ₹[●] Lakhs.

"Offer 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, which shall be notified in a widely circulated English national newspaper and Hindi national newspaper.

"Offer Documents" shall mean and include the Draft Prospectus, and the Prospectus as and when approved by the Board of Directors of the Issuer Company and filed with BSE.

"Offer Opening Date" shall mean any such date on which the Designated Intermediaries shall start accepting Applications for the Offer, within the Application hours which shall be the date notified in a widely circulated English national newspaper and Hindi national newspaper.

"Offer Price" means Rs. [●] /- per Equity Share of face value Rs. 10/- each.

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

"Prospectus" shall mean the Prospectus of the Company which will be filed with BSE / SEBI / RoC and others in accordance with Section 32 of the Companies Act, 2013 after getting in-principle listing approval but before opening the offer.

"Qualified Institutional Buyers" or "QIBs" shall mean a qualified institutional buyer as defined under Regulation 2(1) (ss) of the SEBI (ICDR) Regulations.

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

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

"SEBI (Underwriters) Regulations 1993" shall mean SEBI (Underwriters) Rules and Regulations, 1993.

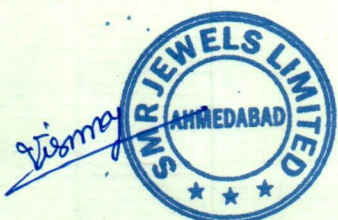
"SME Platform of BSE Limited- BSE SME" shall mean the separate platform for listing companies which have issued shares on matching the relevant criteria of Chapter IX of the SEBI (ICDR) Regulations, 2018, as amended from time to time, opened by the BSE.

"Stock Exchange" or "Exchange" shall mean BSE Limited (BSE - SME).

"Underwriters" shall mean WMNL

1.2 In this Agreement, unless the context otherwise requires:

- a) words 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) headings 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 Underwriting Agreement or to any other agreement, deed or other instrument shall be construed as a reference to this Underwriting Agreement or such



- agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted;
- f) reference to any party to this Underwriting 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 assignees;
  - 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) a reference to an article, clause, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, paragraph or schedule of this Agreement;
  - i) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
  - j) Capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Prospectus and the Prospectus.

1.3 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 this Agreement and subject to its terms and conditions, the Underwriter hereby agrees to underwrite and/or procure subscription for the Offer Shares in the manner and on the terms and conditions contained elsewhere in this Agreement and as mentioned below:

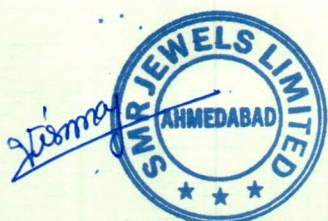
2.1 Following will be the underwriting obligations:

Details of the Underwriters	No. of Equity Shares Underwritten *	Amount Underwritten	% of total offer size underwritten
<b>WEALTH MINE NETWORKS LIMITED (FORMERLY KNOWN AS WEALTH MINE NETWORKS PRIVATE LIMITED)</b> <b>Registered office:</b> 215 B, Manek Centre, P N Marg, Jamnagar-361 001, Gujarat, India <b>Tel No.</b> +91 77788 67143 <b>Email:</b> info@wealthminetworks.com <b>Website:</b> www.wealthminetworks.com <b>Contact Person:</b> Mr. Jay Trivedi/Miss Shabnam Khureshi <b>Investor Grievance E-mail:</b> complaints@wealthminetworks.com <b>SEBI Registration No:</b> INM000013077	56,24,000	[●]	100.00%
<b>Total</b>	56,24,000	[●]	<b>100.00%</b>

*\*Includes up 2,81,600 Equity Shares of the Market Maker Reservation Portion which are to be subscribed by the Market Maker in order to claim compliance with the requirements of Regulation 261 of the SEBI ICDR Regulations, as amended.*

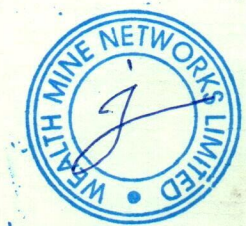
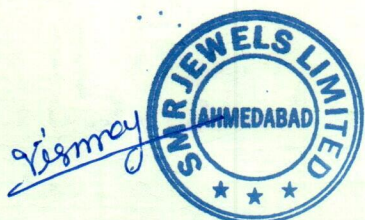
2.2 Issuer Company shall before delivering to the Registrar of Companies (hereinafter referred to as "RoC") make available to the underwriters, a copy of the Prospectus, which shall be as modified in the light of the observations made by BSE while issuing the in-principle approval letter. The Underwriter shall before executing its obligations under this Agreement satisfy itself with the terms of the offer and other information and disclosures contained therein.

2.3 The Prospectus in respect of the public offer shall be delivered by the Issuer Company to the Registrar of Companies for registration in accordance with the provisions of the Companies Act, 2013 as may be amended from time to time, but not later than 90 (ninety) days from the date of this Agreement or such extended period(s) as the Underwriter may approve in writing, time being the essence of this Agreement. The Issuer Company agree 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 Offer, the Issuer Company



shall comply with such requirements as may be stipulated by BSE, SEBI, RoC or the Book Running Lead Manager and compliance of such requirements shall be binding on the Underwriters; 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 BSE or SEBI as being material in nature and essential for the contract of Underwriting;

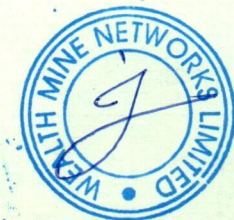
- 2.4 The Issuer Company shall make available to the Underwriter such quantity of application forms forming part of abridged Prospectus and Prospectus as may be mutually agreed between the Issuer Company and the Underwriters. If the Underwriter desire to have more application forms and Prospectus than specified it must state its requirements which would then be considered as condition for acceptance of this Underwriting Agreement. Thereafter, it is responsibility of the Issuer Company to deliver to the Underwriter the accepted quantity of application forms and Prospectus as soon as the Prospectus is filed with the ROC but in any case, not later than 3 (three) days prior to the date of opening of the public offer, proof of such delivery, should be retained by the Company.
- 2.5 The subscription list for the public offer shall open not later than three months from the date of this Agreement or such extended period(s) as the Underwriter may agree to in writing. The subscription list shall be kept open by the Issuer Company for a minimum period of 3 working days and if required by the Underwriters, the same may be kept open upto a maximum of 10 working days failing which the Underwriter shall not be bound to discharge the underwriting obligations under this Agreement.
- 2.6 All the applications made by any applicant except by Market Maker in its account shall be construed to be part of the "Net Offer" applications.
- 2.7 With regard to the Market Maker Reservation Portion, it is compulsory that the Market Maker subscribe to the specific portion of the Offer set aside as "Market Maker Reservation Portion" as it needs to be subscribed in its account in order to claim compliance with the requirements of Regulation 261(4) of the SEBI (ICDR) Regulations, 2018, as amended. Accordingly, Market Maker shall ensure that their portions of Equity Shares are subscribed in its account prior to the closure of the Offer.
- 2.8 In terms of para 2.7 above, WMNL is the Underwriter for the "Net Offer" shall be entitled to arrange for sub-underwriting of its underwriting obligation on its own account with any person or persons on terms to be agreed upon between them. Notwithstanding such arrangement, the Underwriter shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-Underwriters/market maker to discharge their respective sub-underwriting/subscription obligations shall not exempt or discharge the Underwriter of its underwriting obligation under this Agreement.
- 2.9 If the Net Offer is undersubscribed, WMNL being the Underwriter 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.
- 2.10 The application bearing the stamp of the Underwriter or as the case may be the sub-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 public and, in the event of the Offer being oversubscribed, such applications shall be treated on par with those received from the public 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.
- 2.11 Only the Underwriter for the "Net Offer" 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 Underwriter shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-Underwriter to discharge their respective sub-underwriting obligations, shall not exempt or discharge the Underwriter of his underwriting obligation under this Agreement.



- 2.12 Hence, w.r.t the Market Maker Reservation Portion, it is compulsory that the Market Maker to subscribe to the specific portion of the Offer set aside as "Market maker Reservation Portion" as it needs to be subscribed in its own account in order to claim compliance with the requirements of Regulation 261(4) of the SEBI (ICDR) Regulations, 2018 as amended from time to time. Hence, it is prudent that Market Maker ensures that its portion of equity shares is subscribed prior to the Closure of the Offer and that there are no relevant shortages in the same. However, if in any situation there is a shortage in the same upon the Closure of the Offer, then the shortage shall have to be met by Underwriter by arranging for additional application in their "OWN" account and they shall not be allowed to procure applications from the Public at large in order to meet such shortage.
- 2.13 The said underwriting obligations for Underwriter in case of shortage in the respective portions shall be discharged in the manner mentioned below:
- The Company shall within 5 days after the date of closure of subscription list communicate in writing to the Underwriters, 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 Underwriters.
  - 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 the Issuer Company's auditors.
  - The Underwriter on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case within 60 days from the date of closure of the offer, in the manner specified in clauses 2.8, 2.9 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 Public offer Account opened specifically for this Offer.
  - 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.
- 2.14 The Issuer Company is free to quantify the damage being a multiple of the value of the shares not subscribed by the Underwriters.

### 3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITERS

- 3.1 **Net worth of the Underwriters.** The Underwriter hereby declare that it satisfies the net worth / capital adequacy requirements specified under the SEBI (Underwrites) and Regulations, 1993 or the bye-laws of the Stock Exchange of which the Underwriter are a member and that it is competent to undertake the underwriting obligations mentioned in Clause 2 hereinabove.
- 3.2 **Registration with the SEBI:** Underwriter hereby declare that Underwriter are entitled to carry on the business as an Underwriter without obtaining a separate certificate of registration under the SEBI (Underwriters) Regulations 1993 framed under the SEBI Act, 1992.
- 3.3 Underwriter hereby confirm to the Issuer Company that Underwriter are responsible and liable to the Issuer Company for any contravention of the SEBI Act 1992 and the rules or regulations made there under. The Underwriters, further confirms that it shall abide by its duties, functions, 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 under the Registration of Documents filed with the SME Platform of BSE Limited- BSE SME, the Underwriters(s) hereby represents and warrants that:
- 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 Underwriters;
- c) it will comply with all of its respective obligations set forth in this Agreement;
- d) it shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of BSE Limited-BSE SME with respect to Underwriting in general and Underwriting this Public Offer in specific;
- e) it shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, Stock Exchange/s and other related associations from time to time;
- f) that all actions required to be taken, fulfilled or things required to be done (including, but without limitation, the making of any filing or registration) for the execution, delivery and performance by the Underwriter of its obligations under this Agreement and performance of the terms thereof have been taken, fulfilled or done and all consents, authorizations, orders or approvals required for such execution, delivery and performance have been unconditionally obtained and remain in full force and effect;
- g) unless otherwise expressly authorized in writing by the Issuer Company neither the Underwriter nor any of its Affiliates nor any of its or their respective directors, employees or agents, has made or will make any verbal or written representations in connection with the Offer other than those representations made pursuant to the terms and conditions set forth in this Agreement or contained in the Offer Document(s) or in any other document, the contents of which are or have been expressly approved or provided for in writing for the Offer purpose by the Issuer Company.

3.5 The Underwriter acknowledge that it is under a duty to notify the Issuer Company and the SME Platform of BSE Limited- BSE SME immediately in case it becomes aware of any breach of a representation or a warranty.

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

4.1 **Warranty as to statutory and other approvals:** The Issuer Company warrant that all consents, sanctions, clearances, approvals, permissions, licenses, etc., in connection with the Public offer as detailed in the Draft Prospectus / Prospectus or required for completing the Draft Prospectus / Prospectus have been obtained or will be obtained and the same shall remain effective and in force until the allotment of all the shares is completed.

4.2 In addition to any representations of the Issuer Company under the Draft Prospectus and the Prospectus, the Issuer Company hereby represent and warrant 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) It shall ensure compliance with the applicable laws and rules laid down by SEBI and the SME Platform of BSE- BSE SME with respect to the role of the Issuer Company in the Market Making process in general and Market Making process in the shares of the Issuer Company in specific.
- e) it shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, stock exchanges and related associations from time to time.

4.3 The Issuer Company acknowledges that it is under duty to notify the Underwriter and the SME Platform of BSE- BSE SME immediately in case they become aware of any breach of a representation or a warranty.

#### 5. REPRESENTATIONS AND WARRANTIES BY THE BOOK RUNNING LEAD MANAGER (WMNL)

5.1 In addition to any representations of the Book Running Lead Manager under the Due Diligence Certificate and Underwriting Agreement, the Book Running Lead Manager hereby represents and warrants that:

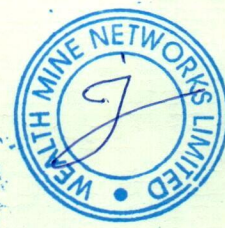
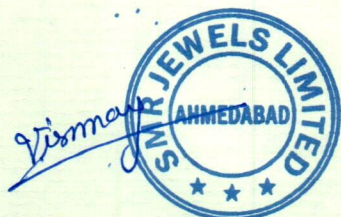
- a) it has taken all necessary actions to authorize the signing and delivery of this Agreement;



- 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 Book Running Lead Manager.
  - c) it will comply with all of its respective obligations set forth in this Agreement.
  - d) it shall ensure compliance with the applicable laws and rules laid down by SEBI and the BSE with respect to the role of the Book Running Lead Manager in the Market Making process in general and Market Making process in the shares of the Issuer Company in specific.
  - e) it shall follow fair trade practices and abide by the code of conducts and ethical standards specified by SEBI, the stock exchanges and related associations from time to time.
- 5.2 The Book Running Lead Manager acknowledges that it is under a duty to notify the Issuer Company and the SME of BSE Limited- BSE- SME immediately in case it becomes aware of any breach of a representation or a warranty.

## 6. CONDITIONS TO THE UNDERWRITERS'S OBLIGATIONS (WMNL)

- 6.1 The obligations of the Underwriter under this Agreement are subject to the following conditions:
- a) Subsequent to the execution and delivery of this Agreement and prior to the Offer Closing 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 SME Platform of BSE Limited- BSE SME or any other governmental, regulatory or judicial authority, which in the judgment of the Underwriters, is material and adverse and that makes it, in the judgment of the Underwriters, impracticable to carry out the Underwriting Obligations.
  - b) Subsequent to the execution and delivery of this Agreement and prior to the Offer Closing Date 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, taken as a whole, which in the judgment of the Book Running Lead Manager, is material and adverse and that makes it, in the judgment of the Book Running 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 Offer Document(s).
  - c) If the Underwriter are notified or become aware of any such filing, communication, occurrence or event, as the case may be, that makes it impracticable to carry out its Underwriting obligations, it may give notice to the Issuer Company to the effect, with regard to the Offer Shares, and 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 Offer Closing Date and that the Issuer Company shall have complied with all the conditions and obligations under this Agreement and the Memorandum of Understanding dated 19<sup>th</sup> August, 2025 on its part to be performed or satisfied on or before the Offer Closing Date.
  - e) The Underwriter shall have received evidence satisfactory to it that the Equity Shares have been approved in-principle for listing on the SME Platform of the BSE Limited- BSE SME and that such approvals are in full force and effect as of the Offer Closing Date.
  - f) Prior to the Offer Closing Date, the Book Running Lead Manager and the Issuer Company shall have furnished to the Underwriter such further information, certificates, documents and materials as the Underwriter shall reasonably request in writing.
- 6.2 If any condition specified in Clause 6.1 shall not have been fulfilled as and when required to be fulfilled, this Agreement may be terminated by the Underwriter by written notice to the Issuer Company any time on or prior to the Offer Closing Date.

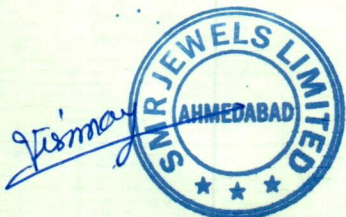


## 7. FEES, COMMISSIONS AND EXPENSES

- 7.1 In consideration of the underwriting obligations performed by the Underwriters, the Issuer Company shall pay the Underwriter the fees and commissions mutually agreed by the parties as per Schedule A in respect of the obligations undertaken by them. Such fee shall be paid to the Underwriter or such other persons as directed by the Underwriter from time to time. However, it may be noted that the rates or fees so agreed upon shall be subject to the provisions of the Companies Act, 2013 and that the obligation to pay underwriting commission shall arise upon execution of this Agreement irrespective of the fact whether there is any devolvement or no devolvement on the Underwriter towards under subscription.
- 7.2 The Issuer Company shall not bear any other expenses or losses, if any, incurred by the Underwriter in order to fulfil its Obligations, except for the fees/commissions etc. mentioned in Schedule A of this Agreement.

## 8. INDEMNITY

- 8.1 The Underwriter shall indemnify and keep indemnified the Issuer Company for its own account and on the account of its Affiliates and all the respective directors, officers, employees, duly authorised agents 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 or arising out of, or in relation to the failure of underwriting obligations under this Agreement and failure to perform as Underwriters. Provided, however that the Underwriter will not be liable to the Issuer Company to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from the Issuer Company or due to bad faith or gross negligence or wilful misconduct, illegal or fraudulent acts, in performing the services under this Agreement by the Issuer Company. 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, charge, demand or action or other proceedings.
- 8.2 The Issuer Company shall indemnify and keep indemnified, the Book Running Lead Manager, the Underwriter and Market Maker for its own account and on the account of its Affiliates and all the respective directors, officers, employees, professionals, duly authorised agents 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 or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the Draft Prospectus and Prospectus or omission or alleged omission there from of a material fact necessary in order to make the statements therein in light of the circumstances under which they were made not misleading, or 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 wilful default or gross negligence on the part of the Issuer Company. Such indemnity shall 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, charge, demand or action or other proceedings. Provided however that the Issuer Company will not be liable to the Book Running Lead Manager, Underwriter and Market Maker to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from the Underwriter or due to bad faith or gross negligence or wilful misconduct, illegal or fraudulent acts, in performing the services under this Agreement by the Underwriters.
- 8.3 The indemnity provisions contained in this Clause 8 and the representations, warranties and other statements of the Issuer Company, the Book Running Lead Manager and the Underwriter contained in this Agreement shall remain operative and in full force and effect regardless of (i) termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter or its directors, officers, employees, agents and representatives, or by or on behalf of the Issuer Company, its respective officers or directors or any Affiliate or person Controlling the Company, and (iii) acceptance of and payment for any of the Equity Shares.



## 9. TERMINATION

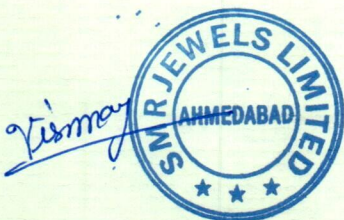
- 9.1 Notwithstanding anything contained herein, the Underwriter / Book Running Lead Manager shall have the option of terminating this Agreement by giving a notice in writing to the Issuer Company, to be exercised by it at any time prior to the opening of the Offer as notified in the Draft Prospectus/Prospectus under any or all of the following circumstances -
- i. if any representations/statements made by the Issuer Company to the Underwriter /Book Running Lead Manager and/or in the application forms, negotiations, correspondence, the Prospectus or in this Agreement are or are found to be incorrect;
  - ii. a complete breakdown or dislocation of business in the major financial markets, affecting the cities of Kolkata, Mumbai, Chennai and 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 Kolkata, Mumbai, Chennai and New Delhi;
  - iv. there shall have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the assets, liabilities, earnings, business, prospects, management or operations of the Issuer Company, whether or not arising in the ordinary course of the business that, in the judgment of the Underwriters, is material and adverse and that makes it, in the judgment of the Underwriters, impracticable or inadvisable to market the Equity Shares on the terms and conditions and in the manner contemplated in the Offer Document(s) and this Agreement.
  - v. the Book Running Lead Manager may terminate this Agreement with immediate effect, which in view of the Book Running Lead Manager, affects the ability of the Underwriter to carry out its obligations or negatively affects the goodwill of the Issuer Company provided that such termination shall occur only after receipt of the written consent of the Issuer Company by the Book Manager.
- 9.2 Notwithstanding anything contained in clause 9.1 above, in the event of the Issuer Company failing to perform all or any of the covenants within time limits specified wherever applicable under this Underwriting Agreement, the Underwriter / Book Running Lead Manager shall inform the Issuer Company with adequate documentary evidence of the breach/non-performance by Registered post/Speed post and acknowledgment obtained therefore, whereupon the Underwriter shall be released from all or any of the obligations required to be performed by it.
- 9.3 The provisions of Clause 5, 6, 7, 8, 11, 12, 13, 16, 17, 19, 20 and 21 shall survive the termination of this Agreement.

## 10. 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(s) 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 Clause 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 served when received.

## 11. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Issuer Company and the Underwriter 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 Underwriters, discharge the Underwriter or the Issuer Company of its obligations under the Underwriting Agreement. This agreement shall be in force from the date of execution and will expire on completion of allotment for the Issue.



## 12. SEVERAL OBLIGATIONS

The Issuer Company and the Underwriter acknowledge and agree that they are liable severally 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.

## 13. 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 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 its/their rights or obligations under this Agreement or purport to do so without the consent of the Underwriters.

## 14. GOVERNING LAW AND JURISDICTION

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

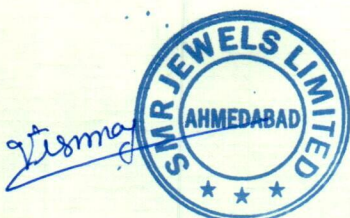
## 15. ARBITRATION

- 15.1 If any dispute, difference or claim arises between the Parties (the "Disputing Parties") hereto in connection with the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within fifteen business days after a written request by any Disputing Party to commence discussions (or such longer period as the Disputing Parties may agree in writing) then the dispute shall be referred for final resolution to a sole arbitrator. The Parties shall co-operate in good faith to appoint a sole arbitrator to decide the dispute. In the event the Parties are unable to appoint a sole arbitrator to decide the dispute, the Issuer Company shall appoint one arbitrator and the Underwriter shall appoint one arbitrator each and the two arbitrators shall appoint the third or the presiding arbitrator. In the event that the Issuer Company or the Book Running Lead Manager fail to appoint an arbitrator or the arbitrators so appointed fail to appoint the third arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. 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 Rajkot, Gujarat, India.
- 15.2 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.
- 15.3 Subject to the provisions of Section 15.1 and 15.2 above, any dispute arising out of terms of this Agreement will be subject to the jurisdiction of appropriate court(s) in Haryana, India only.
- 15.4 This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, will be governed by and construed in accordance with the laws of India.

## 16. 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.

## 17. SEVERABILITY



If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability 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.

## 18. 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.

## 19. CUMULATIVE REMEDIES

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

## 20. 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 enforceability of the remainder of this Agreement shall not be affected.

## 21. ASSIGNMENT

No Party shall 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 Book Running Lead Manager and Issuer Company.

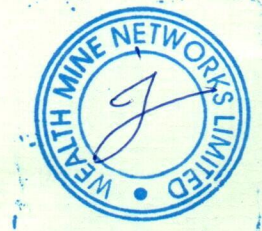
The undersigned hereby certifies and consents to act as Underwriter to the aforesaid Offer and to their names being inserted as Underwriter in the Draft Prospectus and Prospectus which the Issuer Company intends to offer in respect of the proposed Offer and hereby authorize the Issuer Company to deliver this Agreement to SEBI and the SME Platform of BSE Limited- BSE SME.

### SCHEDULE A

#### Commission, Fees and Expenses

Name	Underwriting
WEALTH MINE NETWORKS LIMITED (FORMERLY KNOWN AS WEALTH MINE NETWORKS PRIVATE LIMITED)	2.5 % of the Amount Underwritten

The above fees structures are inclusive of Goods and Service Tax, which shall be payable by the Company separately.

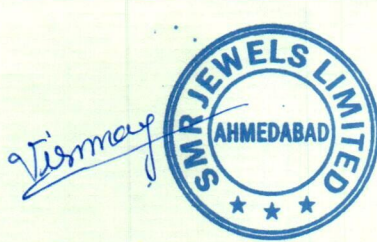



**SCHEDULE B**

The underwriting obligation is as follow:

Name	Number of Equity Shares
<b>WEALTH MINE NETWORKS LIMITED (FORMERLY KNOWN AS WEALTH MINE NETWORKS PRIVATE LIMITED)</b>	56,24,000
<b>Total</b>	<b>56,24,000</b>

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

<b>For and on behalf of</b> <b>SMR JEWELS LIMITED</b> (Formerly Known as SMR JEWELS PRIVATE LIMITED) <b>(As Issuer Company)</b>	<b>For and on behalf of</b> <b>WEALTH MINE NETWORKS LIMITED</b> (Formerly Known as Wealth Mine Networks Private Limited) <b>(As Book Running Lead Manager &amp; Underwriters)</b>
	
<b>Vismay Manojkumar Soni</b> <b>Managing Director</b> <b>DIN: 08266861</b>	<b>Jay Trivedi</b> <b>Managing Director</b> <b>DIN: 09834417</b>

**WITNESSED BY:**

<b>Name:</b> <i>Mukesh A. Patel</i>  <b>Address:</b> <i>I-4, Harivilla Flats,          Near J.K. Park, Chundlodia,          Ahmedabad - 382481</i>  <b>Signature</b> <i>M.A. Patel</i>	<b>Name:</b> <i>Shabaram Khureshi</i>  <b>Address:</b> <i>Khoja Meera, Jamnagar</i>  <b>Signature</b> <i>Shabaram</i>
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