

This stamp paper of Rs. 500/- shall forms an integral part and parcel of **"Issue Agreement"** dated, July 29, 2026, executed between, 'Sunkind India Limited' ("the Company"/ "SIL"), and 'Hem Securities Limited'("HSL" or "Book Running Lead Manager" or "BRLM") at Jaipur, Rajasthan





ISSUE AGREEMENT FOR THE INITIAL PUBLIC OFFER BY SUNKIND INDIA LIMITED

THIS AGREEMENT MADE AT JAIPUR ON, 29th DAY OF JULY, 2026 BETWEEN:

Sunkind India Limited, a Company originally incorporated under the Companies Act, 2013 and having its registered office at Plot No-97A, AIHP Skyline, 1st Floor, Sector 32, Gurugram, Urban Estate, Gurgaon – 122001, Haryana, India (hereinafter referred to as **"The Company"/ "Issuer"**), 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

Hem Securities Limited a Company incorporated under the Companies Act, 1956 and having its Registered Office at 203, Jaipur Tower, M. I. Road, Jaipur- 302001 Rajasthan, India and Corporate Office at 904, Naman Midtown, Wing A, Senapati Bapat Marg, Elphinstone Road, Lower Parel, Mumbai-400013, Maharashtra, India (hereinafter referred to as the **("Book Running Lead Manager"/ "BRLM"/ "HSL")** 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 Agreement (The Company and the Lead Manager are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**").*

WHEREAS

A. The Company proposes to issue the Company's Equity Shares having face value of Rs 10/- each **("Equity Shares")** through an initial public offering of upto 64,08,000 Equity Shares for cash **("Issue Shares")** in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "ICDR Regulations"), and other applicable Laws, and at such price as may be determined through the Book Building Process **("Book Building Process")** as prescribed under the SEBI (ICDR) Regulations in consultation with the Managers (the **"Issue Price"**).

B. The Company has approached HSL to manage the Issue and the HSL has accepted the engagement, pursuant to the engagement letter dated **December 04, 2024** (**"Engagement Letter"**) subject to the terms and conditions set forth therein and subject to entering into this Agreement. The fees and expenses payable to the Managers for managing the Issue will be governed by the terms of the Engagement Letter.

C. Pursuant to the SEBI (ICDR) Regulations, the Book Running Lead Manager is required to enter into this Agreement with the Company and accordingly, the Parties desire to enter into this Agreement to record certain terms and conditions with respect to the Issue.

NOW, THEREFORE, in consideration of the mutual representations, warranties, assurances and provisions set forth hereinafter, the Parties agree as follows:

1. HSL shall act as the sole Book Running Lead Manager to the Issue.

2. The Company hereby declare that they have complied with and agrees to comply with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as **"the Board"/ "SEBI")** and other relevant statutes to enable it to make the Issue. The Company also undertake to comply with the following requirements as and where applicable before opening of the Subscription List:

Approvals with regards to the Issue:

a. Consent of the Board of Company has been obtained vide Resolution passed in the Board Meeting held on July 13, 2026 for the Fresh Issue.

b. Consent of the Shareholders has been obtained vide Resolution passed in the Annual General Meeting held on July 20, 2026 for the Fresh Issue.

Sunkind India Limited Gurugram	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Securities Limited**

3. The Company hereby also undertake to give representations in respect of the following matters:

a. Compliance with all statutory formalities under these regulations, the Companies Act, 2013, and other conditions, instructions and advices issued by the Board and other relevant statutes relating to an issue.

b. All statements made in the draft offer document or the draft letter of offer and the offer document shall be complete in all respects and shall be true and correct.

NOW THEREFORE, the Company and the Book Running Lead Manager do hereby agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement, including the recitals, shall, unless specifically defined herein, have the meaning assigned to them in the Offer Documents (as defined below). In the event of any inconsistencies or discrepancies between this Agreement and the Offer Documents, the definitions as prescribed in the Offer Documents shall prevail, to the extent to such inconsistency or discrepancy. The following terms shall have the meanings ascribed to such terms below, as the context may require.

"Act" shall mean the Companies Act, 2013 and amended from time to time;

"Affiliate" with respect to any Party shall mean (i) any other person that, directly or indirectly, through one or more Intermediaries, Controls or is Controlled by or is under common Control with such Party, (ii) any other person in which such Party has a "significant influence" or which has "significant influence" over such Party, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more Intermediaries, a 10% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, the terms "the Promoters, and members of the Promoter Group, Subsidiaries of the Company and Group Companies are deemed Affiliates of the Company. The terms "Promoters", "Promoter Group", "subsidiaries" and "Group Companies" have the respective meanings set forth in the Offer Documents and in accordance with the ICDR Regulations. For the avoidance of doubt, any reference in this Agreement to Affiliates includes any party that would be deemed an "affiliate" under Rule 405 or Rule 501(b) under the Securities Act, as applicable;

"Agreement" shall mean this Agreement;

"**ASBA Form**" shall mean the Application Supported by Blocked Amount Form;

"Bid/ Issue" shall mean an indication to make an Issue during the Bid/ Issue Period by ASBA Bidders pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/ Issue Period by an Anchor Investor pursuant to submission of the Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including upward revisions and modifications thereto as permitted under the SEBI ICDR Regulations.

The term **"Bidding"** shall be constructed accordingly.

"Bid Amount" shall mean the highest value of optional Bids indicated in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidder or Escrow Account of the Anchor Investor, as the case may be, upon submission of the Bid in the Issue.

"Bid cum Application Form" shall mean the form used by the Bidder to Bid, including, Anchor Investor Application Form or the ASBA Form, as applicable.

"Book Building Process" shall mean process as provided in Schedule XIII of the SEBI ICDR Regulations, in terms of which the Issue is being made.

"Book Running BRLM or BRLM or LM or Lead Manager" shall mean the Book Running Lead Manager to the Issue and shall also include Lead Manager to the issue, in the present case being Hem Securities Limited.

Sunkind India Limited Gurugram	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Securities Limited**

"Bid/ Issue Closing Date" shall mean Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, which shall be notified in all editions of the English national newspaper, all editions of the Hindi national newspaper and the edition of the regional daily newspaper, where the Registered Office of our Company is situated, each with wide circulation.

Our Company may in consultation with the BRLM, consider closing the Bid/ Issue Period for QIBs one Working Day prior to the Bid/ Issue Closing Date in accordance with the SEBI ICDR Regulations.

"Bid/ Issue Opening Date" shall mean Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries shall start accepting Bids, which shall be notified in all editions of the English national newspaper, all editions of the Hindi national newspaper and the edition of the Regional daily newspaper, where the Registered Office of our Company is situated each with wide circulation.

"Bidder" shall mean any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor.

"Documents" means Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus;

"Draft Red Herring Prospectus" shall mean document prepared in accordance with the ICDR Regulations, which is filed with SME Platform of Stock Exchange;

"Engagement Letters", as the context may require, shall mean engagement pursuant to the initial engagement letter or Mandate letter executed between the Company with Hem Securities Limited;

"Equity Shares" shall mean the equity share capital of the company proposed to be listed on the SME platform of the Stock Exchange;

"Fresh Issue" shall mean the issue of upto 64,08,000 Equity Shares of the face value of Rs.10/- each proposed to be issued by the company to the public at such price as may be determined by the Company in consultation with the BRLM, in accordance with SEBI ICDR Regulations (as defined below) and other applicable Indian laws;

"Price Band" shall mean a minimum price per Equity Share (Floor Price) and the maximum price per Equity Share (Cap Price) including any revisions thereof. The Price Band will be decided by our Company in consultation with the BRLM in accordance with the Book-Building process as per Schedule XIII of SEBI (ICDR) Regulations, 2018 and the minimum Bid Lot size for the Issue will be decided by our Company in consultation with the BRLM in accordance with the Book-Building process as per Schedule XIII of SEBI (ICDR) Regulations 2018 and will be advertised, at least two Working Days prior to the Bid/ Issue Opening Date, in all editions of the English national newspaper, all editions of the Hindi national newspaper and the edition of the Regional newspaper, where the Registered Office of our Company is situated, each with wide circulation.

"Prospectus" shall mean the Prospectus, which is filed with the RoC, Board and the Stock Exchange (SME Platform);

"Red herring Prospectus/ RHP" shall mean the offer document to be issued in accordance with Section 26 & 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be issued and the size of the issue. The Red Herring Prospectus will be registered with the RoC at least three days before the Bid/ Issue Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date.

"Representatives" includes the directors, officers, employees, agents, consultants, advisors or other representatives, including legal counsel, accountants and financial advisors and also includes the Representatives of any Party;

"SEBI" shall mean Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992; and

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

Capitalised terms not defined under this Agreement shall have the same meaning as ascribed in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus.

Sunkind India Limited Gujarat **Sunkind India Limited**	HEM SECURITIES LIMITED **Hem Securities Limited**

2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

(i) words denoting the singular number shall include the plural and vice versa;

(ii) heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;

(iii) reference to the words "include" or "including" shall be construed without limitation;

(iv) references to this Agreement, to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time as amended, varied, supplemented or novated;

(v) any reference to any Party/ies to this Agreement or any agreement or deed or instrument shall include its successors or permitted assigns;

(vi) any reference 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;

(vii) any reference to a clause, paragraph or annexure is, unless indicated to the contrary, a reference to a clause, paragraph or annexure of this Agreement; and

(viii) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

3. BOOK BUILDING OFFER

The Company shall be responsible for deciding the price band in consultation with the BRLM in accordance with book building process.

All allocations made pursuant to the Offer shall be in accordance with the SEBI ICDR Regulations and any other applicable laws, statutes, regulations applicable to the Issue and shall be undertaken by the Company in consultation with the Book Running Lead Manager.

The Parties agree that entering into this Agreement or the engagement Letter shall not create any obligation, whether express or implied, on the BRLM to enter into any underwriting agreement with the Company in connection with the Issue or provide any financing to the Company in connection with the Issue.

4. PAYMENTS

All payments to be made by the Company under this Agreement and the engagement Letter dated **December 04, 2024** entered shall be made in Indian Rupees to the Book Running Lead Manager.
The BRLM shall be entitled to withhold amount in Public Issue Account to the extent of aforementioned fees payable to various intermediaries related to the Initial Public Offering, before the issue proceeds from Public Issue Account are transferred to the Company.

Further, all out-of-pocket expenses in connection with the Public Issue of Equity Shares, would be directly payable by the Company on actuals.

Drop Dead Fee: During the tenure of the IPO assignment, in case of an unlikely event of either of the parties deciding to withdraw or rescind the above Agreement, they would be at a liberty to do so as per mutual consent and understanding. However,

- If the said decision is taken before filing of Draft Offer Document/ Offer Document at Exchange/ SEBI then the fees due till that point is only payable to BRLM. Further, if the company decides to discontinue the work and the Company's Draft Offer Document/ Offer Document is filed by any other intermediary within two years of such discontinuation then the company would be liable to pay the additional Rs.50,00,000 /- to HSL.

- If the said decision is taken after filing of the Draft Offer Document/ Offer Document then Rs. 1,00,00,000 /- would be payable to the Book Running Lead Manager.

5. TERMS AND TERMINATION

The Book Running Lead Manager engagement shall commence as of the date specified in the respective engagement Letter (the "**Engagement**") and shall continue until the event of listing of the Equity Shares or completion of applicable SEBI compliances regarding the Issue, whichever is earlier, unless terminated earlier pursuant to the Agreement.

Sunkind India Limited Gurugram **Sunkind India Limited**	HEM SECURITIES LIMITED **Hem Securities Limited**

The Company and the Book Running Lead Manager may terminate the Agreement with mutual consent. Subject to the respective engagement letter, no such termination would affect the right of the Book Running Lead Manager to receive fees accrued or reimbursement of out-of-pocket expenses incurred prior to such termination.

Notwithstanding anything stated above, on the occurrence of the following ***force majeure*** conditions, the Parties shall meet to mutually decide on the future course of action and in the event they fail to arrive at a mutually agreeable course of action within a period not exceeding fifteen (15) business days from the date on which the ***force majeure*** event occurred, then any of the Parties shall be entitled to terminate the Agreement after the expiry of the said period of fifteen (15) business days by giving a written notice thereof to the other Parties:

(i) a complete break down or dislocation of business affecting any or all of the cities of New Delhi or Mumbai or Kolkata or Chennai or Bangalore as a result of which the success of the Issue is likely to be prejudicially affected; or

(ii) declaration of war or occurrence of insurrection or terrorist activities or civil commotion or any other serious or sustained financial or political or industrial emergency or disturbance, including, civil commotion affecting the markets in any or all of the cities of New Delhi or Mumbai or Kolkata or Chennai or Bangalore as a result of which the success of the Issue is likely to be prejudicially affected; or

(iii) any material adverse change in the financial or political conditions as a result of which trading generally on the BSE or in the NSE are suspended for a continuous period of more than 5 business days or future trading on the BSE or in the NSE is likely to be materially limited or restricted as a result of which the success of the Issue is likely to be prejudicially affected; or

(iv) any other event as may be agreed to between the Parties.

Notwithstanding anything stated above, the Book Running Lead Manager may terminate the Agreement if, at any time prior to the Issue opening date as notified in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus, any of the representations/ statements made by the Company in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus, ASBA Form, application form or in the Agreement are found to be incorrect.

Upon termination of the Agreement, the Parties to the Agreement shall (except for any liability arising before or in relation to such termination and except as otherwise provided herein) be released and discharged from their respective obligations under or pursuant to the Agreement.

In case of Issue is postponed or withdrawn or abandoned for any reason, no fees, other than the expenses as set forth in the Engagement Letter and Clause 4 incurred up to the date of such postponement or withdrawal or abandonment, shall be payable in accordance with the terms of the Engagement Letter and Clause 4.

In case of any inconsistency or dispute between the terms of this Agreement and the respective Engagement Letter, the terms of this Agreement shall prevail.

The provisions relating to payment of fees, reimbursement of out-of-pocket expenses, arbitration, governing law and indemnity shall survive termination of the Agreement.

This Agreement shall be subject to termination by notice in writing given by the BRLM to the Company after the execution and delivery of this Agreement that:

a) any of the representations or statements made by the Company in any of the Issuing Materials in relation to the Issue or in this Agreement are determined by the BRLM to be misleading, including by omission;

b) the Issue is postponed beyond the term as provided above, withdrawn or abandoned for any reason whatsoever prior to 48 months from date of the respective Engagement Letter;

c) if there is any material non-compliance by the Company of applicable laws or regulations;

d) completion of all applicable regulatory and corporate requirements (including receipt of all necessary approvals), compliance with all applicable laws, regulations and disclosure in the Issue Documents is not to the satisfaction of the BRLM; or

e) certifications, undertakings, customary agreements, including, without limitation, the execution of an Underwriting Agreement (as defined hereinafter) and other necessary agreements that include representations and warranties,

Sunkind India Limited ★ Gurugram ★ **Sunkind India Limited**	HEM SECURITIES LIMITED **Hem Securities Limited**

conditions as to the closing of the Issue and termination provisions lock-in provisions and provisions as to the indemnification of the BRLM satisfactory in form and substance to the BRLM and Company.

6. SCOPE OF SERVICES

The Book Running Lead Manager shall among other things provide the following services in relation to the Issue:

a) Structuring of the Issue, undertaking listing process at the Stock Exchanges as may be required under the prevailing framework of regulations for the Equity Shares issued pursuant to the Issue, by SEBI and the Stock Exchanges (SME Platform).
b) Assisting, together with other advisors and legal counsel in securing all necessary regulatory approvals from the Exchange and SEBI
c) Undertake due diligence activities and prepare the issue document for filing with Stock Exchanges (SME Platform).
d) Assist the Company in appointment of legal counsel, Registrars to the Issue, Advisors to the Issue, Bankers, Printers and Advertising Agency.
e) Assist the Company in listing the Equity Shares issued pursuant to the Issue at the Stock Exchanges (SME Platform).
f) Assist the Company in obtaining the required connectivity etc. from NSDL & CDSL.
g) To complete the whole issue process, listing and allotment of shares.
h) Perform and/or undertake all, acts, deeds and things necessary or incidental for the Issue, including co-ordination with the advisers of the Company.

In the event that the Book Running Lead Manager fail to perform their services or comply with their obligations, the Company shall be entitled to proceed against the defaulting Book Running Lead Manager as per applicable law

7. TERMS OF THE ISSUE

The Company in consultation with the Book Running Lead Manager shall decide the terms of the Issue.

The Company agrees and acknowledges that the launch of the Issue will be done in on mutual agreement and consultation with the BRLM and the issue will be conditional, upon the satisfactory completion of all documentation for the Issue (including the Prospectus), the completion of satisfactory due diligence by the BRLM in order to enable it to file the due diligence certificate with Exchange, the existence of favorable market conditions in India at the time of launch including the proposed pricing.

The Company shall, in mutual consultation, agree and abide by the advice of the BRLM to suitably defer / postpone the issue in the event of any happenings which in the opinion of the BRLM 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.

The Company shall provide all such information/ documents to the BRLM as required by the BRLM for the purpose of any disclosures that the Stock Exchange (SME Platform)/ SEBI/ ROC may require after the filing of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus.

Any change in by way of addition and deletion in Issue management team may be affected in prior consultation with Book Running Lead Manager.

The terms of this Agreement for services by HSL for the Issue in the capacity of Book Running Lead Manager, are based upon the prevailing legal environment in India by way of prescribed rules and regulations by regulatory bodies such as the Ministry of Finance, Department of Company Affairs, Registrar of Companies, SEBI, Stock Exchanges and other Governing Authorities. Any change or alteration by the respective bodies in the prevailing laws and regulations in future times, that may render the accomplishment of the Issue unsuccessful for the reasons beyond HSL and the Company's control shall not be counted as HSL's failure. In case of such an event, HSL shall not be liable or legally bound to any proceedings or actions for refund of fees received by HSL till such date.

In the event the Company request that the Book Running Lead Manager deliver documents or information relating to the Issue via electronic transmissions or delivery of such documents or any information is required by law or regulation to be made via electronic transmissions, the Company acknowledges and agree that the privacy or integrity of electronic transmissions cannot be guaranteed. To the extent that any documents or information relating to the Issue are transmitted electronically by BRLM , the Company hereby releases the BRLM from any loss or liability that may be incurred in connection with the electronic transmission of any such documents or information, including any unauthorized interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties, provided the BRLM have exercised due caution in accessing such information from the internet and have accessed the said information through a secure medium.

Sunkind India Limited	Hem Securities Limited

In case the Stock Exchange, SME Platform of Stock Exchange, does not approve the proposed Issue or even after its approval (observations issued), the Issue could not be opened due to market scenario or is delayed for any reason whatsoever on the directions of SEBI, Stock Exchange (SME Platform) or any other regulatory authority, the BRLM shall not be responsible for such an eventuality and shall not be subjected to any financial or non-financial liability (including any interest liability on account of delayed listing) of any kind or nature. The BRLM shall have the liberty to withdraw from the Issue after intimating to the Company in writing.

The Company shall not, without the approval of the Book Running Lead Manager, file the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus (whether Draft or Final) with SEBI, Stock Exchanges (SME Platform), Registrar of Companies or any other authorities whatsoever.

The Company shall, in consultation with the BRLM, file the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus with Stock Exchange (SME Platform), Red Herring Prospectus/ Prospectus with SEBI and Registrar of Companies and determine the Bid/ Issue Opening Date.

The Company hereby declares that it has complied with or agree to comply with all the statutory formalities under all corporate, fiscal, economic legislation and any other statutes as are applicable to the Company and the Issue, including the Companies Act, 2013 and SEBI ICDR Regulations, 2018 and other relevant statutes, circulars or communications issued by SEBI to enable the Company to make the Issue and that consent of lenders and any third party having any pre-emptive rights in respect of the Equity Shares has been obtained, to the extent applicable.

The Company may enter into an Underwriting Agreement with the Book Running Lead Manager, which will include customary representations and warranties, ***force majeure*** provisions, lock-in period provisions and provisions as to the indemnification of the Book Running Lead Manager. The obligations of the parties to the Underwriting Agreement shall be determined by the terms and conditions contained in the Underwriting Agreement.

The Company shall take steps to pay the underwriting commission and brokerage to the underwriters, Syndicate Members and Stock Brokers, Sub-syndicate members etc., within the time specified in any agreement with such underwriters, Syndicate Members and Stock Brokers, Sub-syndicate members etc. or within a reasonable time.

The Company shall not resort to any legal proceedings in respect of any matter having a bearing on the Issue except in consultation with and after receipt of advice from the BRLM.

The BRLM hereby severally declares that:

A has complied with or agree to comply with all laws and regulations relating to itself in connection with the Issue, including without limitation, the Companies Act, 2013 the SEBI (Merchant Bankers) Regulations, 1992 ("**Merchant Bankers Regulations**") and the SEBI ICDR Regulations and other relevant statutes, circulars or communications issued by statutory authority as applicable; and

B has and will until completion of the Issue processes on a valid basis all approvals require for it to assume the position of a BRLM and to discharge its obligations in connection with the Issue.

The Company along with Book Running Lead Manager and Registrar shall take such steps to ensure the completion of allotment and dispatch of letters of allotment and unblocking advice to the applicant, including Non Residents Indians soon after the Basis of Allotment is approved by the Stock Exchange (SME Platform) but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 2013 as disclosed in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus.

The Company shall set up an "**investor grievance redressal**" system to redress all Issue related grievances as per applicable rules and regulations and to the satisfaction of the BRLM.

The Company shall not access the money raised in the Issue till the completion of Issue formalities.

The issuer shall refund/unblock the monies of 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 issuer shall pay requisite interest amount if so required under the laws or direction or order of the Board.

8. SUPPLYING OF INFORMATION AND DOCUMENTS

Sunkind India Limited Gurugram	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Securities Limited**

The Company undertake and declare that any information made available to the BRLM/ Intermediaries / and other advisors to the Issue or any statement made in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus 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.

The Company also undertake to furnish complete audited report(s), other relevant documents, papers, information relating to pending litigations, etc., to enable the BRLM to corroborate the information and statements given in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus.

The Company undertakes to furnish such relevant information and particulars regarding the Issue as may be required by the Book Running Lead Manager to enable them to cause filing of such reports in time as may be required by SEBI and/ or other regulatory bodies, to enable the Book Running Lead Manager to file the due diligence certificate at the time of filing of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus with the Stock Exchange (SME Platform) and RoC and also inform the investors in the manner advised by the Book Running Lead Manager, on an immediate basis.

The Company shall extend all necessary facilities to the Book Running Lead Managers to interact on any matter relevant to the Issue with the solicitors/ legal advisors, auditors, advisors to the Issue, Registrar to the Issue, the Financial Institutions, Banks or any other organization and also with any other intermediaries who may be associated with the Issue in any capacity whatsoever.

The Company undertakes to provide the Book Running Lead Manager with all information and documents to enable the Book Running Lead Manager to prepare the Documents in compliance with the legal requirements connected with the Issue as also the regulations, instructions, etc. issued by SEBI, the Government of India and any other competent authority in this behalf and customary disclosure norms to enable the investors to make a well-informed decision as to investment in the Issue.

The Company undertake to furnish such information and particulars regarding the Issue as may be required by the Book Running Lead Manager to enable them to file a report with Stock Exchange (SME Platform)/ SEBI/ any other regulatory authority in respect of the Issue.

The Company shall 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 prevent or which has prevented the issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to the Issue, including matters pertaining to allotment and unblocking of Amount, Demat Credit etc.

The Company accept full responsibilities to update the information provided earlier and duly communicate to the BRLM in cases of all changes in materiality of the same subsequent to submission of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to Stock Exchange (SME Platform) / SEBI/ Registrar of Companies (ROC), as the case may be, but prior to Listing of the Equity Shares on SME Platform of Stock Exchange.

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

The Company undertakes to sign and cause each of the directors of the Company, the Company Secretary and Compliance Officer and the Chief Financial Officer to sign (in person or through their authorized Representative) on the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to be filed with SEBI and the Stock Exchange (SME Platform)/ RoC and this signing off would be construed by the Company and the Book Running Lead Manager and any statutory authority to mean that the Company agree that the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus gives a fair, true and accurate description of the Company and the Equity Shares being issued in the Issue. This signing off also means that no relevant material information has been omitted to be stated in the said Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus.

The Company authorises the Book Running Lead Manager to the Issue to circulate the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to the prospective investors after filing the same with SME Platform of Stock Exchange/ SEBI/ ROC, provided that such issuance and circulation is in accordance with applicable laws of each relevant jurisdiction and hereby indemnifies the Book Running Lead Manager from such costs and consequences as may arise from misstatement and/or information misleading the prospective investors and/or non-disclosure of relevant information and/or omission of any information.

The Company hereby warrants that the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus will carry all the relevant information as advised by the Book Running Lead Manager which is required for the prospective investors to take an informed decision for investment.

Sunkind India Limited Gurugram **Sunkind India Limited**	HEM SECURITIES LIMITED **Hem Securities Limited**

The Company agrees to disclose and inform the Book Running Lead Manager of any material development in respect of the Company or its directors or associate companies that could have an impact on the Company on an immediate basis and also inform the investors, with prior consent of the Book Running Lead Managers, about the same.

The Company acknowledges and agree that all information documents, statements required for the purpose related to the Issue/ Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus would be signed/ authenticated by their authorised signatories and that the Book Running Lead Manager shall be entitled to assume without independent verification that such signatory, attorney or agent is duly authorized by the Company, as applicable, to execute such undertakings, documents and statements and the Company shall be bound by such obligations.

The Company agrees with the Book Running Lead Manager that:

(a) all representations, warranties, undertakings and covenants made by the Company and in the Agreement or the Engagement Letter have been made after due consideration and inquiry by the Company and that the Book Running Lead Managers may seek recourse from the Company for any breach of any representation, warranty, undertaking or covenant made by the Company; and

(b) any representations, warranties, undertakings and covenants in the Agreement or the Engagement Letter relating to or given by the Company on behalf of the promoters, subsidiaries or group companies of the Company have been made by the Company after due consideration and inquiry and that the Book Running Lead Managers may seek recourse from the Company for any breach of any representation, warranty, undertaking or covenant relating to or given on behalf of such entities.

The Company agrees that the Book Running Lead Manager shall at all times and as they deem appropriate have access to the directors of the Company, subject to reasonable notice and other key personnel of the Company and its respective subsidiaries and Affiliates and, with prior approval, the external advisors thereof.

In the event the Company request that the Book Running Lead Manager deliver documents or information relating to the Issue via electronic transmissions or delivery of such documents or any information is required by law or regulation to be made via electronic transmissions, the Company acknowledges and agree that the privacy or integrity of electronic transmissions cannot be guaranteed. To the extent that any documents or information relating to the Issue are transmitted electronically by the Book Running Lead Managers, the Company hereby releases the Book Running Lead Managers from any loss or liability that may be incurred in connection with the electronic transmission of any such documents or information, including any unauthorized interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties, provided the Book Running Lead Managers have exercised due caution in accessing such information from the internet and have accessed the said information through a secure medium.

9. INDEPENDENT VERIFICATION BY LEAD MANAGERS

The Company will, if so required, extend such facilities as may be called for by the Book Running Lead Manager to enable its representatives to visit the existing project sites, Registered and Corporate offices of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company and other facts relevant to the Issue.

The Book Running Lead Manager can call for complete details from the promoters, of all firms in which the Company and their promoters/ directors are connected in any way.

The Book Running Lead Manager can 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.

The Book Running Lead Manager can withhold submission of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus with SME Platform of Stock Exchange, SEBI or Registrar of Companies, in case any of the particulars, information, etc., called for are not made available by the Company.

The expenses incurred in relation hereto, except for the expenses incurred in relation to any comfort letter/ report/ opinion and/or documents of similar nature obtained from the auditors of the Company, will be included in the out-of-pocket expenses payable in terms of the Engagement Letter. The expenses incurred in relation to any comfort letter/ report/ opinion and/or documents of similar nature obtained from the auditors of the Company shall be borne by the Company.

10. APPOINTMENT OF INTERMEDIARIES

Sunkind India Limited	Hem Securities Limited

The Company shall not, without prior approval with the Book Running Lead Manager, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Issue such as advertising agencies, printers, etc for printing Prospectus, application forms, ASBA Forms, allotment advices/ allotment letters, unblocking advices or any other instruments, circulars, or advices.

The issuer shall, whenever required and wherever applicable, in consultation with the Book Running Lead Manager, enter into an agreement(s) 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.

The Book Running Lead Managers shall not be responsible for any action/ inaction of any intermediary unless the intermediary has functioned on such matter on the express instructions of the Book Running Lead Managers. However, the Book Running Lead Managers shall co-ordinate the activities of all the intermediaries in order that they perform their respective functions in accordance with their respective terms of engagement.

All cost and expenses relating to the Issue shall be borne by the Company as per the respective Appointment or Engagement Letters of such intermediaries.

The BRLM shall be the exclusive Book Running Lead Managers in respect of the Issue. The Company shall not, during the term of the Agreement, appoint any other advisor in relation to the Issue without the prior written consent of the BRLM. Nothing contained herein shall be interpreted to prevent the Company from retaining legal counsel or such other advisors as may be required for taxation, accounts, legal matters, employee matters, due diligence and related matters in connection with the Issue. However, the BRLM shall not be liable in any manner whatsoever for the actions of any other advisors appointed by the Issuer, as the case may be.

11. TIME FRAME:

The assignment is expected to be completed in the shortest 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, Company's Promoters and Top management.

12. PUBLICITY FOR THE ISSUE:

The Company shall ensure that all advertisements prepared and released by the advertising agencies or otherwise in connection with the Issue confirm to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended and the instructions given by the BRLM from time to time and that it shall not make any misleading, speculative or incorrect statements in any public communication or publicity material including corporate, product and Issue advertisements of the company, interviews by its promoters, directors, duly authorised employees or representatives of the Company, documentaries about the Company or its promoters, periodical reports and press releases issued by the Company or research report made by the Company, any intermediary concerned with the Issue or their associates or at any press, broker's or investor's conferences.

The Company have agreed that the BRLM may, at their own expense, place advertisements in newspapers and other external publications describing their involvement in the Issue and the services rendered by them and may use the Company's corporate name, brand and logo in this regard.

The Company shall not issue, release and/or arrange to get issued directly or through any other entity, any advertisements, literature, publication, circular, letter, brochure, or pamphlets or circulate the same in any other manner in relation to the Issue without written consent of BRLM. The Parties agree that they shall not issue any advertisements in relation to the Issue in publications having circulation outside India.

13. OPENING OF THE ISSUE

The Company shall not withhold any material development which may affect the financial position of the Company and this Issue, adversely in any manner whatsoever or any adverse feature/ development materially affecting the proposed Issue, and us which takes place any time before or after the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus has been filed with the Stock Exchange (SME Platform)/ Registrar of Companies/ SEBI/, and/or up to the date of Issue Opening, and/ or up to the date of Issue Closing, and/ or up to the date of allotment of securities comprised in this Issue and/ or unblocking of moneys of applicants, and/ or postage of advices to the allottees, and/ or listing of the securities on the SME Platform of Stock Exchange.

Sunkind India Limited	Hem Securities Limited

In case of any major non-disclosure/ withholding of the financial information and/ or financial arrangements other than disclosed in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus and/ or any other material development affecting the operations of the Company, post filing the issue document with Stock Exchange (SME Platform), SEBI and RoC and during the period before opening of the Issue till listing and trading of the Shares at the Stock Exchange (SME Platform) by the Company, the BRLM shall have the liberty to withdraw from the Issue without any financial or any other liability of what so ever in nature or type, as the case may be.

The Company undertake to disclose to the Public any material development or any financial arrangement which may be undertaken by the Company post filing of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus with Stock Exchange (SME Platform), SEBI and ROC and during the period before opening of the Issue till listing and trading of the Shares at Stock Exchange (SME Platform) by the Company, in accordance with the provisions of the Companies Act, 2013, as applicable and the SEBI (ICDR) Regulations, 2018 as amended.

The Company undertakes to disclose all material information with regard to any Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus filed with the SEBI/ Stock Exchanges during the period of five years prior to the signing of this Agreement.

14. POST ISSUE WORK

The Company shall take such steps as are necessary to ensure the completion of allotment and dispatch of letters of allotment and refund order to the applicants including Non Residents Indians soon after the Basis of Allotment is approved by the Designated Stock Exchange but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 2013 as disclosed in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus.

15. DUTIES OF THE BOOK RUNNING LEAD MANAGER

The Book Running Lead Manager hereby undertake to observe the code of conduct for Merchant Bankers prescribed by SEBI and Merchant Banking Regulations, taking due diligence and care in discharging their obligations relating to the Issue, the preparation of offer document and to manage the Issue process diligently and in accordance with the SEBI ICDR Regulations.

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

Any action in connection with the Issue on behalf of or by the Company shall be subject to prior consultation of the BRLM.

The Company understands and agrees that the Book Running Lead Manager and its Affiliates may be engaged in securities trading, securities brokerage, banking and investment activities, as well as providing investment banking and financial advisory services. In the ordinary course of its trading, brokerage and financing activities, the Book Running Lead Manager or its group companies may at any time hold long or short positions and may trade or otherwise effect transactions for its own account or account of customers in debt or Equity Shares that may be involved in the Issue. The Company hereby acknowledges and agrees that, by reason of law or duties of confidentiality owed to other persons or the rules of any regulatory authority, the group companies of the Book Running Lead Manager will be prohibited from disclosing information to the Company (or if such disclosure may be inappropriate), in particular information as to the Book Running Lead Manager possible interests as described in this Agreement. In addition, while the Book Running Lead Manager shall pursuant to the Agreement, act on behalf of and in the best interests of the Company as its client, the Book Running Lead Managers group companies or Affiliates may be representing other clients whose interests' conflict with or are directly adverse to, those of the Company. The Book Running Lead Manager shall not be obligated to disclose to the Company any information in connection with any such representations of its respective group companies or Affiliates.

The issuer shall not resort to any legal proceedings in respect of any matter having a bearing on the issue except in consultation with and after receipt of advice from the Book Running Lead Manager(s).

The duties and responsibilities of the BRLM under this Agreement shall not include general financial or strategic advice, and shall be limited to those expressly set out in this Agreement or the respective Engagement Letter, and in particular shall not include providing services as bankers or registrars. No tax, legal, regulatory, accounting or technical or specialist advice is being given by the BRLM.

The services rendered by the BRLM shall be performed in a professional manner with due diligence, on a best-efforts basis and in an advisory capacity. The Book Running Lead Manager shall not be held responsible for any acts of commission or omission of the Company, the Company's directors, agents, employees or authorised persons of the Company.

Sunkind India Limited ★ Gurugram ★ **Sunkind India Limited**	HEM SECURITIES LIMITED **Hem Securities Limited**

15. CONFIDENTIALITY

Neither the Book Running Lead Manager or their respective directors, officers, employees or agents shall, in any manner, directly or indirectly, communicate, publish, divulge or otherwise disclose, in whole or in part, any confidential information including information pertaining to the business secrets, operations, financial data or otherwise, to any person or use any confidential information in any way, except in connection with the Issue; except that the foregoing shall not apply:

a) to any information made public with the prior consent of the Company,
b) to any information disclosed in the Documents or contained in advertisements or presentations made before the prospective investors or in informal filings made to regulatory authorities in connection with the Issue, wherever required;
c) to any information which, prior to its disclosure to the Book Running Lead Manager in connection with this Issue was already in the possession of the Book Running Lead Managers;
d) to any information which is or comes into the public domain or comes into the possession of the Book Running Lead Manager other than in breach of any confidentiality obligation of which the Book Running Lead Manager should be aware;
e) to any disclosure pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental, regulatory, supervisory or other authority;
f) to the extent that the Book Running Lead Managers need to disclose the same with respect to any proceeding for the protection or enforcement of any of its rights arising out of the Agreement;
g) to any disclosure to Book Running Lead Managers, its Affiliates including any research analysts and its respective employees, legal counsel, independent auditors and other experts or agents who need to know such information for and in connection with the Issue; or
h) any disclosure to purchasers or prospective purchasers of the Equity Shares in connection with the Issue, in accordance with the applicable laws;

The term "**Confidential Information**" shall not include any information that is (i) stated in the Issue Documents, which may have been filed with relevant regulatory authorities excluding any filings where the documents are treated in a confidential manner, prior to the delivery to prospective investors or the public filing of such Issue Document; or (ii) other or to any information in the opinion of the BRLM , is necessary to make the statements therein not misleading, upon the delivery to prospective investors or the public filing of such Issue Documents.

Save insofar as the Lead Manager are prohibited by law from so doing, the BRLM agree to inform the Company of any statutory, legal or regulatory provisions requiring disclosure, within a reasonable period of time prior to such disclosure and of the information disclosed subsequent to such disclosure.

The Company shall not have any liability, whether in contract, tort (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information and reliance by the BRLM on such information and including (but not limited to) the acts or omissions of relevant service providers. Such exclusions of liability shall not, however, apply in the event of such acts, omissions or misrepresentations to the extent that they are in any case criminal, dishonest or fraudulent on the part of the Company or result in the statements made in the Issue Documents being untrue or incorrect.

16. CONSEQUENCES OF BREACH

In the event of breach of any of the conditions mentioned above, the non-defaulting parties without prejudice to the compensation payable to them in terms of the Agreement, has the absolute right to take such action, as they may deem fit including but not limited to withdrawing from the Issue. The defaulting Party shall have the right to cure any such breach within a period of fifteen (15) days of the earlier of becoming aware of the breach and being notified of the breach by non-defaulting party. The defaulting Party shall immediately upon occurrence of a breach or the knowledge of a breach give notice in writing to all Parties. In the event that the breach is not cured within the aforesaid period, the non-defaulting Parties shall not be liable or responsible for the consequences if any, resulting from such termination and withdrawal.

Notwithstanding above, in the event that the Company fails to comply with any of the provisions of this Agreement, the BRLM shall have the right to immediately withdraw from the Issue either temporarily or permanently.

The Book Running Lead Manager shall not be liable to refund the monies paid to it as fees or reimbursement of out-of-pocket expenses, if breach is caused due to acts of the Company. Also, the BRLM will be entitled for full fees as per this Agreement payable by Company. If the breach is caused due to acts of the Book Running Lead Manager, the Company shall not be liable

Sunkind India Limited Gurugram	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Securities Limited**

to pay any fees (except the fee already due as per this agreement) or reimburse the out-of-pocket expenses to the defaulting party.

17. INDEMNITY

The Company hereby irrevocably and unconditionally indemnify and agree to keep the BRLM., its directors, employees, representatives, agents, advisors and all persons claiming under it saved, defended, harmless and fully indemnified at all times on full indemnity basis from and against any cost, charges, damages, losses, claims, actions, liabilities, proceeding, suits, pronouncements, amounts, fines, penalties, levies, compensation and expenses (including without limiting reasonable attorney's fees and disbursements) arising out of its failure to comply with any of the clauses aforementioned. In case of any breach by the Company of the any of the Clause above in whatever manner, the BRILM shall be absolved automatically of its responsibility under this Agreement whatsoever the nature. Such responsibility arising out of the breach of this Agreement by the Company shall be solely that of the Company, or its Principal Officers and not of the BRLM to the Issue (who are acting in a fiduciary capacity only), without in anyway, affecting the right of receiving fees as stated above. In such an event, the fee as has already been paid by the Company would be forfeited. Further, without prejudice to the BRLM s right to claim any outstanding costs, charges and any losses and claims or damages suffered or likely to suffer in this regard to its standing and reputation, on account of breach of above-mentioned stipulations, the Company shall reimburse all costs and expenses incurred as informed by the BRLM and also indicated herein, in full and without further recourse.

Each Party giving an indemnity hereinabove is liable to indemnify solely for the information provided respectively by such Party.

The BRLM agrees to indemnify and hold harmless the Company and its affiliates and their respective directors, officers, employees, agents, representatives, advisors, their controlling persons and all persons claiming under them at all times, from and against any costs, charges, claims, actions, liabilities, levies, fines, losses, damages, penalties, expenses, compensation, suits, pronouncements or proceedings, suffered or incurred, including, without limitation, any legal or other fees and expenses actually incurred in connection with investigating, disputing, preparing or defending any action or claim, which are caused by any untrue statement of a material fact relating to information about the BRLM and/or provided by the BRLM in writing for inclusion in the Draft Red Herring Prospectus, Red herring Prospectus or, the Prospectus, the application form, or any amendments or supplements thereto, claims arising as a result of revocation of the SEBI (Merchant Bankers) Regulations, 1992, or any order/action of SEBI which debars the BRLM from accessing the capital markets either temporarily or permanently.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of HSL in capacity of Book Running Lead Manager, towards the Company and anyone claiming by or through the Company for any and all claims, losses, costs or damages, in any way related to the transaction shall not exceed the total compensation received by the HSL till such date under this Agreement.

The Company shall be entitled, at their own expense, to participate in and to the extent it may wish to do so, assume the defence of such action, suit, proceeding, claim or investigation. Upon the Company notifying the Book Running Lead Manager in writing of its election to assume the defence and retaining counsel, the Company shall not be liable to the Book Running Lead Managers or any other Indemnified Party for any legal expenses subsequently incurred by them in connection with such defence. If such defence is assumed by the Company, it throughout the course thereof, will provide copies of all relevant documentation to the Book Running Lead Managers, will keep the Book Running Lead Manager advised of the progress thereof and will discuss with the Book Running Lead Manager all significant actions proposed.

No Indemnified Party shall admit any liability or settle any action, writ proceeding, claim or investigation without the prior written consent of the Company which shall not be unreasonably withheld. The Company will not be liable for any settlement of any action, suit, proceeding, claim or investigation that any Indemnified Party makes without the written consent of the Company.

The right of the Company to assume the defence on behalf of the Indemnified Party set out above shall be subject to the following conditions:

a) No admission of liability or compromise whatsoever in connection with the claim or action may take place without the Book Running Lead Managers' prior written consent, which shall not be unreasonably withheld.

b) Notwithstanding the foregoing, the Indemnified Party shall have the right to employ its or their own counsel in any such case and also to undertake any action in connection with the investigation of, preparation of or defence of any pending or threatened claim or any action or proceeding arising there from, whether or not such Indemnified Party is a party and whether or not such a claim, action or proceeding is initiated or brought by or on behalf of the Company but the fees and

Sunkind India Limited Gurugram **Sunkind India Limited**	HEM SECURITIES LIMITED **Hem Securities Limited**

expenses of such counsel shall be at the expense of such Indemnified Party unless, (a) the employment of such counsel shall have been authorised in writing by the Company.in connection with the defence of such action and (b) the Company has not employed counsel to take charge of the defence of such action within a reasonable time after notice of commencement of the action.

18. ARBITRATION

If any dispute, difference or claim arises between the Parties (the "Disputing Parties") hereto in connection with the Agreement or the validity, interpretation, implementation or alleged breach of the terms of the 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 15 business days after a written request by any Disputing Party 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 Company shall appoint one arbitrator and the BRLM shall appoint one arbitrator each and the two arbitrators shall appoint the third or the presiding arbitrator. In the event that the Company or the BRLM 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 Jaipur, Rajasthan.

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.

Subject to the provisions of above clause, any dispute arising out of terms of the Agreement will be subject to the jurisdiction of appropriate court(s) in Jaipur, Rajasthan only.

The arbitration shall be conducted as follows:

a) all proceedings shall be conducted in the British English language;
b) the arbitrators shall have the power to award interest on any sums awarded;
c) the arbitration award shall state the reasons on which it was based and shall be final and binding on the Disputing Parties and the Disputing Parties agree to be bound thereby and to act accordingly and such award shall be enforceable in any court of competent jurisdiction;
d) the arbitrators may award to a Disputing Party that substantially prevail on the merits, its costs and actual expenses (including actual fees of its counsel); and
e) the Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.

The courts of Jaipur, Rajasthan shall have jurisdiction only in so far as is necessary for the purpose of enforcement of any arbitral award obtained in accordance with the provisions hereof.

19. GOVERNING LAW

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 Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to confirm to SEBI Regulations

20. SEVERABILITY

If any provision or any portion of a provision of these terms and conditions is or becomes invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire terms and conditions, but rather the entire terms and conditions will be construed as if not containing the particular invalid or unenforceable provision or portion thereof and the rights and obligation of the Parties will be construed and enforced accordingly. The Parties will use best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible, provides the Parties the benefits of the invalid or unenforceable provision.

21. BINDING EFFECT, ENTIRE UNDERSTANDING

These terms and conditions will be binding on the Parties hereto, their successors and permitted assigns. These terms and conditions supersede and replace any and all prior contracts, understandings or arrangements, whether oral or written,

Sunkind India Limited Gurugram	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Securities Limited**

heretofore made between the Parties and relating to the subject matter hereof (excluding the Engagement Letter) and constitute the entire understanding of the Parties with respect to the subject matter of these terms and conditions.

22. MISCELLANEOUS

No modification, alteration or amendment of the Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.

The terms and conditions of the Agreement are not assignable by any Party hereto without the prior written consent of all the other Parties hereto.

Any notice between the Parties hereto relating to this Agreement shall be strictly effective upon receipt and shall, except as otherwise expressly provided herein be sent by hand delivery, by registered post, airmail or by facsimile transmission to:

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

IN WITNESS WHEREOF the parties hereto have set their hands on this July 29, 2026

For and on behalf of Sunkind India Limited **(Issuer Company)**	**For and on behalf of Hem Securities Limited** **(Book Running Lead Manager to the Issue)**
Sunkind India Limited Gurugram	HEM SECURITIES LIMITED
Hanish Gupta **(Managing Director)** **DIN: 02194659**	**Prateek Jain** **(Managing Director)** **DIN: 03518736**

Witness:

Name: Abhishek Thakur **Address:** A-193A, Raju Park, New Delhi – 110062 **Signature**	**Name:** Vaibhav Sharma **Address:** 203, Jaipur Tower, MI Road, Jaipur, 302001 **Signature**