

राजस्थान RAJASTHAN

AH 505055

21 APR 2026

This stamp paper of Rs. 500/- forms an integral part of Syndicate Agreement dated October 12, 2026 between Sunkind India Limited ("Issuer" or "Company" or "SIL") and Hem Finlease Private Limited ("HFPL" or "Market Maker" or "Syndicate Member") and Hem Securities Limited ("Book Running Lead Manager" or "BRLM" or "HSL") at Jaipur Rajasthan.

Sunkind India	**Hem Finlease Private Limited**	**Hem Securities Limited**

क्र.स. 00632 दिनांक 09 JUL 2026

मुद्रांक का मूल्यांकन 500/–

क्रेता का नाम HBM FINLEASE PVT LTD

पिता/पति का नाम ————————

निवास स्थान JAIPUR

मुद्रांक खरीदने संबंधित कार्य का मूल्यांकन BOND

09 JUL 2026

रवि चेलानी
ला. स्टाम्प विक्रेता
लाईसेंस नं. 29/09
2, न्यू कोलोनी, पाँच बत्ती, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार

1. आधारभूत आवसंरचना सुविधाओं हेतु (धारा 3–क)–10% प्रतिशत	रूपये **50/-**
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3–ख)/प्राकृतिक आपदाओं एवं मानव निर्मित आपदाओं के निवारण हेतु – 20% प्रतिशत	रूपये **100/-**
कुल योग	रूपये **150/-**

हस्ताक्षर स्टाम्प वैण्डर

SYNDICATE AGREEMENT FOR THE INITIAL PUBLIC OFFER BY SUNKIND INDIA LIMITED AT SME EXCHANGE

This **Syndicate Agreement** (hereinafter referred to as the "**Agreement**") is made at Jaipur, Rajasthan on this **October 12, 2026,** by and amongst:

SUNKIND INDIA LIMITED, a Company incorporated under the Companies Act2013, as amended (the **"Companies Act"**) bearing CIN: U35105HR2019PLC082656, 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"/ "SIL"),** 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 FINLEASE PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 bearing CIN U67120RJ1996PTC011799 and having its Registered Office at 203, Jaipur Tower, M. I. Road, Jaipur- 302001 Rajasthan, India (hereinafter referred to as **"HFPL"** or "**Market Maker"** or "**Syndicate Member**" 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**;

AND

HEM SECURITIES LIMITED a Company incorporated under the Companies Act, 1956 bearing CIN U67120RJ1995PLC010390 and having its Registered Office at 203, Jaipur Tower, M. I. Road, Jaipur- 302 001 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 **"HSL"** or "**Book Running Lead Manager" or "BRLM"** 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 **THIRD PART;**

(The Company, HFPL and HSL are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party")**

WHEREAS:

(A) The Issuer Company propose to make a public issue of up to **64,08,000** Equity Shares of face value of Rs.10.00 each of the Issuer Company 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 which shall be decided by the Company and the BRLM based on the Book Building Process ("**Issue Price**" & "**the Issue**").

(B) The Issue comprises up to **64,08,000** Equity Shares of which **3,24,000** Equity Shares will be reserved for subscription by Market Maker ("**Market Maker Reservation Portion**"). The Issue, less the Market Maker Reservation Portion, i.e. issue of up to **60,84,000** Equity Shares of face value of Rs. 10.00/- each at an Issue price which shall be decided by the Company and the BRLM based on the Book Building Process. The Issue and the Net Issue will constitute **26.37%** and **25.04%**, respectively of the post-issue paid-up equity share capital of the Issuer Company. The Issue will include issue within India, to institutional, non-institutional and Individual investors.
*(*number of shares may need to adjust for lot size upon determination of issue price)*

(C) The Issue shall be conducted through Book Building Issue pursuant to Schedule XIII of the SEBI (ICDR) Regulations, 2018 as last amended by the SEBI (ICDR) (Amendment) Regulations, 2025 dated March 08, 2025 and as amended from time to time, read with the SEBI Master Circular for Issue of Capital and Disclosure Requirements (as amended), pursuant to which the Equity Shares are to be offered at the Issue Price which shall be decided by the company and the BRLM based on the Book Building Process.

(D) The Board of Directors of the Company, pursuant to resolutions dated **July 13, 2026** and the shareholders of the Company pursuant to resolutions dated **July 20, 2026** adopted in accordance with Section 62(1)(c) of the Companies Act, have approved and authorized the Issue.

(E) The Company has appointed BRLM to manage the Issue and the BRLM have accepted the engagement in terms of their Issue agreement dated **July 29, 2026** in connection with the Issue, subject to the terms and conditions set forth therein.

(F) The Company has filed the draft offer Document with SME Platform of NSE (NSE Emerge) for review and comments in accordance with Chapter IX of the SEBI (ICDR) Regulations, 2018. The NSE has reviewed and commented on the draft offer document and has permitted the Company to proceed with the Issue subject to its comments and observations being incorporated in the offer document. After incorporating the comments

Sunkind India Limited	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

and observations of NSE, the Company shall file the Red Herring Prospectus with the Registrar of Companies (the "**RoC**"), and NSE.

(G) One of the requirements of offering shares to the Public in accordance with Chapter IX of the SEBI (ICDR) Regulations, 2018 (as last amended by the SEBI (ICDR) (Amendment) Regulations, 2025 dated March 08, 2025), as specified in Regulation 260 of the said Regulations is that the Issue shall be hundred percent underwritten and that the Book Running Lead Manager shall underwrite at least 15.00% of the Issue on its own account. The Issue shall further comply with the revised SME framework introduced by the SEBI (ICDR) (Amendment) Regulations, 2025, including (i) the minimum number of allottees being two hundred (200) under Regulation 268 (revised from fifty (50)); (ii) the cap on Offer for Sale at twenty percent (20%) of the total issue size; (iii) the restriction on each selling shareholder from offering more than fifty percent (50%) of its pre-issue shareholding; (iv) the phased lock-in on promoters' shareholding in excess of the minimum promoter contribution (50% releasable after one year and the balance after two years from the date of allotment); and (v) the minimum operating profit (EBITDA) eligibility criterion of Rs. 1 crore for at least two of the three preceding financial years.

(H) In order to arrange for the procurement of Bids (other than the ASBA Bids directly submitted to the Self Certified Syndicate Banks ("**SCSBs**") and Bids collected by Registered Brokers at the Broker Centers, but including ASBA Bids submitted at the collection centres, the collection of Bid Amounts by the members of the Syndicate and the need to conclude the process of Allotment and listing in accordance with the SEBI (ICDR) Regulations, the Company in consultation with the BRLM has appointed the Syndicate Members to procure Bids for the Issue, and no person other than the members of the Syndicate shall procure Bids for the Issue.

(I) This Agreement sets forth the various obligations and responsibilities of the members of the Syndicate. The Parties have agreed to enter into and be bound by the terms and conditions contained in this Agreement.

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

1. DEFINITIONS AND INTERPRETATIONS

1.1 Capitalized terms used in this Agreement but not defined herein shall, unless the context requires otherwise, have the respective meanings assigned to them in the Red Herring Prospectus and the Prospectus. In the event of any inconsistencies, the definitions in the Red Herring Prospectus and the Prospectus shall prevail to the extent of such inconsistency.

1.2 All capitalized terms used in this Agreement, including in the preamble and the recitals hereto shall, unless the context otherwise requires, have the meanings assigned to such terms 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**" or "**Allotted**" or "**Allot**" means, unless the context otherwise requires, issue and allotment of the Equity Shares pursuant to the Issue to the successful Bidders;

"**Anchor Investor**" means a Qualified Institutional Buyer, applying under the Anchor Investor Portion with a minimum Bid of Rs. 2 crore, in accordance with the requirements specified in the SEBI Regulations;

"**Anchor Investor Bid/ Issue Period**" means the day, one Working Day prior to the Bid/ Issue Opening Date, on which Bids by Anchor Investors shall be submitted, prior to and after which the BRLM will not accept any Bids, and allocation to Anchor Investors shall be completed;

"**Anchor Investor Issue Price**" means final price per Equity Share, decided by the Company, in consultation with the BRLM at which the Equity Shares will be Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus which price will be equal to or higher than the Issue Price but not higher than the Cap Price;

"**Anchor Investor Portion**" means up to 60.00% of the QIB Portion which may be allocated by the Company, in consultation with the BRLM, to Anchor Investors on a discretionary basis in accordance with the SEBI (ICDR) Regulations. 40% of the Anchor Investor Portion shall be reserved of which, (i) 33.33% shall be available for allocation to domestic Mutual Funds, and (ii) 6.67% for life insurance companies and pension funds, subject to valid Bids being received from domestic Mutual Funds, life insurance companies and pension funds at or above the Anchor Investor Allocation Price. In the event of under-subscription in (ii) above, the allocation may be made to domestic Mutual Funds in accordance with the SEBI ICDR Regulations;

Sunkind India Limited Gurugram	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

"**Application Supported by Blocked Amount**" or "**ASBA**" means an application, whether physical or electronic, used by ASBA Bidders, other than Anchor Investors, to make a Bid authorizing the relevant SCSB to block the Bid Amount in the ASBA Account. ASBA is mandatory for QIBs (except Anchor Investors) and Non-Institutional Bidders participating in the Issue;

"**Arbitration Act**" means the Arbitration and Conciliation Act, 1996, as amended;

"**ASBA Account**" means an account maintained with an SCSB and specified in the Bid cum Application Form, which will be blocked by such SCSB to the extent of the appropriate Bid Amount in relation to the Bid by an ASBA Bidder;

"**ASBA Bidder**" means any Bidder (other than Anchor Investors) who Bids through the ASBA process;

"**ASBA Processing Fees**" has the meaning given to such term in Section 7.4(i);

"**Banker to the Issue Agreement**" means the agreement to be entered into among the Company, the Registrar to the Issue, the Escrow Collection Bank(s) and the Refund Bank for collection of the Bid Amounts and where applicable, refunds of the amounts collected to the Bidders (excluding the ASBA Bidders), on the terms and conditions thereof;

"**Basis of Allotment**" means the basis on which the Equity Shares will be Allotted to successful Bidders under the Issue approved by NSE and which is described in the Red Herring Prospectus and the Prospectus;

"**Bid**" means an indication to make an offer during the Bid/Issue Period by a Bidder (including an ASBA Bidder) or on the Anchor Investor Bidding Date by an Anchor Investor pursuant to submission of the Bid cum Application Form, to subscribe to or purchase the Equity Shares of the Company at a price within the Price Band, including upward revisions and modifications thereto as permitted under the SEBI (ICDR) Regulations;

"**Bid cum Application Amount**" means in relation to each Bid, the highest value of the Bid indicated in the Bid cum Application Form and payable by the Bidders upon submission of the Bid in the Issue;

"**Bid cum Application Form**" means the form used by a Bidder, to make a Bid and which will be considered as the application for Allotment, in terms of the Red Herring Prospectus and the Prospectus;

"**Bidder**" means any prospective investor who makes a Bid pursuant to the terms of the Draft Red Herring Prospectus or Red Herring Prospectus, as applicable, and the Bid cum Application Form and unless otherwise stated or implied, includes an ASBA Bidder and an Anchor Investor;

"**Bid/ Issue Closing Date**" means, except in relation to any Bids received from Anchor Investors, the date after which the members of the Syndicate, the SCSBs and the Registered Brokers, as applicable, will not accept any Bids for the Issue, which shall be notified in all editions of a widely circulated English national newspaper, all editions of a widely circulated Hindi national newspaper and in a widely circulated regional newspaper, where the registered office of the Company is located. The Company may, in consultation with the BRLM, may decide to close 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**" means, except in relation to any Bids received from Anchor Investors, the date on which the members of the Syndicate, the SCSBs and the Registered Brokers, as applicable, shall start accepting Bids for the Issue, which shall be notified in all editions of a widely circulated English national newspaper, all editions of a widely circulated Hindi national newspaper and in a widely circulated regional newspaper, where the registered office of the Company is located. The Company may, in consultation with the BRLM, may decide to close the Bid/ Issue Period for QIBs one Working Day prior to the Bid/ Issue Closing Date in accordance with the SEBI (ICDR) Regulations;

"**Bid cum Application Period**" means, except in relation to Anchor Investors, the period between the Bid/ Issue Opening Date and the Bid/ Issue Closing Date, inclusive of both days, during which Bidders can submit their Bids, including any revisions thereof; The Issue Period will comprise of Working days only;

"**Board**" or "**Board of Directors**" means the board of directors of the Company or a duly constituted committee thereof;

"**Book Building Process**" has the meaning assigned to such term in the Recitals hereto;

Sunkind India Limited Gurugram	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

"**Book Running Lead Manager**" 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 issue, in this case being Hem Securities Limited;

"**CAN**" or "**Confirmation of Allocation Note**" means the notice or intimation of allocation of the Equity Shares sent to Anchor Investors, who have been allocated the Equity Shares, after the Anchor Investor Bid/ Issue Period;

"**Cap Price**" means the higher end of the Price Band, above which the Issue Price and the Anchor Investor Issue Price will not be finalized and above which no Bids will be accepted;

"**Client ID**" means the client identification number of the Bidder's beneficiary account;

"**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, as amended from time to time (including by the Companies (Amendment) Act, 2017, the Companies (Amendment) Act, 2019, the Companies (Amendment) Act, 2020 and the rules notified thereunder);

"**Companies Act, 1956**" means the Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon the notification of the notified provisions of the Companies Act, 2013) and the rules and regulations framed thereunder;

"**Companies Act, 2013**" shall mean 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 thereunder;

"**Company**" has the meaning assigned to such term in the Preamble hereto;

"**Control**", "**common Control**", "**Controlling**" **or** "**Controlled"** has the meaning set forth 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 Branches**" means such branches of the SCSBs which may collect the Bid cum Application Forms used by the ASBA Bidders, a list of which is available on the website of the SEBI at http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries and updated from time to time;

"**Designated Date**" means the date on which funds are transferred from the Escrow Account or the amounts blocked by the SCSBs are transferred from the ASBA Account, as the case may be, to the Public Issue Account or the Refund Account, as appropriate, after the Prospectus is filed with the Registrar of Companies, following which the Board May Allot Equity Shares to successful Bidders/ Applicants in the Issue;

"**DP ID**" means a depository participant's identification number;

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus dated **August 11, 2026** of the Company which has been filed with NSE in accordance with Section 26 & 32 of the Companies Act, 2013 for getting in-principle listing approval;

"**Equity Shares**" has the meaning assigned to such term in the Recitals hereto;

"**Escrow Account**" means the account opened with the Escrow Collection Bank(s) and in whose favour the Bidders (excluding the ASBA Bidders) will issue cheques or drafts in respect of the Bid Amount when submitting a Bid;

"**Escrow Collection Bank(s)**" means the banks which are clearing members and registered with the SEBI as bankers to the issue and with whom the Escrow Account will be opened, in this case being HDFC Bank Limited;

"**Floor Price**" means the lower end of the Price Band, subject to any revision thereto, at or above which the Issue Price and the Anchor Investor Issue Price will be finalised and below which no Bids will be accepted and which shall not be less than the face value of the Equity Shares;

Sunkind India Limited Chhatrapati	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

"Individual Bidders", submitting Bids, who apply for minimum application size for two lots. Provided that the minimum application size shall be above ₹ 2,00,000/- (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs).

"**IST**" means Indian Standard Time;

"**Issue**" **or** "**Offer**" has the meaning assigned to such term in the Recitals hereto;

"**Issue/ Offer Documents**" shall mean and include the Draft Red Herring Prospectus and the Red Herring Prospectus as and when approved by the Board of Directors of the Issuer Company and filed with NSE;

"**Material Adverse Change**" shall mean, individually or in the aggregate, a material adverse change, as determined by the BRLM in their sole discretion, probable or otherwise, on the reputation, condition (financial, legal or otherwise), assets, liabilities, revenues, profits, cash flows, business, management, operations or prospects of any of the Company Entities, either individually or taken as a whole and whether or not arising from transactions in the ordinary course of business;

"**Mutual Fund Portion**" means 5.00% of the QIB Portion (excluding the Anchor Investor Portion), which shall be available for allocation to Mutual Funds only on a proportionate basis;

"**Mutual Funds**" means mutual funds registered with the SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, as amended;

"**Net Issue**" comprises a Net Issue to the Public of up to **60,84,000** Equity Shares of Rs.10/- each;

"**Non-Institutional Bidders**" means all Bidders that are not QIBs, Individual Bidders or Eligible Employees Bidding in the Employee Reservation Portion and who have Bid for Equity Shares, for application size of more than two lots (but not including NRIs other than Eligible NRIs);

"**NSE**" shall mean National Stock Exchange of India Limited a recognised stock exchange having nationwide terminals.

"**Market Maker**" shall mean any person who is registered as market maker with SME Platform of NSE, Hem Finlease Private Limited is the Market Maker in case of this issue;

"**Market Maker Reservation Portion**", shall mean the reserved portion of up to **3,24,000** Equity Shares of the face value of Rs.10/- each reserved for subscription by Market Maker;

"**Market Making Agreement**" shall mean the Agreement dated **October 12, 2026** entered into between Issuer Company, Book Running Lead Manager and Market Maker;

"**Pay-in Date**" with respect to Anchor Investors means in the event that the Anchor Investor Issue Price is lower than the Issue Price, a date not later than two days after the Bid/Issue Closing Date on or prior to which date the difference between the Anchor Investor Issue Price and the Issue Price will be payable by the Anchor Investors;

"**Parties**" or "**Party**" has the meaning assigned to such term in the Preamble hereto;

"**Permitted Assign**" means such persons as are specified in Section 17 hereof;

"**Price Band**" means the price band of a minimum price per Equity Share (Floor Price) and the maximum price per Equity Share (Cap Price) including any revisions thereof. The Price Band and the minimum Bid Lot for the Issue will be decided by the Company in consultation with the BRLM and will be advertised, in all editions of a widely circulated English national newspaper, all editions of a widely circulated Hindi national newspaper and all editions of a widely circulated regional newspaper where the registered office of the Company is located at least two working Days prior to the Bid/ Issue Opening Date, with the relevant financial ratios calculated at the Floor Price and at the Cap Price and shall be made available to the NSE for the purpose of uploading on their website;

"**Pricing Date**" means the date on which the Company, in consultation with the BRLM, finalises the Issue Price;

"**Prospectus**" means the prospectus to be filed with the RoC on or after the Pricing Date in accordance with Section 26, 32 and 33 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the SEBI (ICDR) Regulations, 2018, each as amended from time to time

Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

containing, *inter alia*, the Issue Price, the size of the issue and certain other information including any addenda and corrigenda thereto;

"**Public Issue Account**" means the account opened in accordance with Section 40(3) of the Companies Act, 2013 with the Banker(s) to the Issue to receive monies from the Escrow Accounts and from the bank accounts of ASBA Bidders maintained with the SCSBs on the Designated Date;

"**QIBs**" or "**Qualified Institutional Buyers**" shall have the meaning given to such term under the SEBI (ICDR) Regulations;

"**QIB Portion**" means the portion of the Issue (including the Anchor Investor Portion) amounting to not more than 50% of the Issue available for allocation to QIBs on a proportionate basis;

"**Red Herring Prospectus**" shall mean the offer document to be issued in accordance with Section 32 read with Sections 26 and 33 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 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 offer. The Red Herring Prospectus will be registered with the ROC at least three working days before the Bid/Offer Opening Date in compliance with Section 32(2) of the Companies Act, 2013 and will become the Prospectus upon filing with the ROC after the Pricing date.

"**Refund Account**" means the account opened with the Refund Bank, from which refunds, if any, of the whole or part of the Bid Amount shall be made to the Bidders (excluding ASBA Bidders);

"**Registered Broker**" means stock brokers registered with any of the Stock Exchanges, having nationwide terminals, other than the members of the Syndicate;

"**Registrar to the Issue** or "**Registrar**" shall mean **KFIN Technologies Limited**, a company within the meaning of the Companies Act, 2013, as amended (the "Companies Act") bearing Corporate Identification Number (CIN) L72400MH2017PLC444072 and having its Registered Office at Selenium Tower-B, Plot 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad – 500 032, Telangana, Tamil Nadu, India.

"**Revision Form**" means the form used by Bidders, including ASBA Bidders, to modify the quantity of the Equity Shares or the Bid Amount in any of their Bid cum Application Forms or any previous Revision Form(s None of the Bidders are permitted to withdraw their Bids or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage;

"**RoC**" has the meaning assigned to such term in the Recitals hereto;

"**RoC filing Date**" means the date on which the Prospectus is filed with the RoC in terms of Section 26 and 32(4) of the Companies Act, 2013;

"**SCSB**" or "**Self-Certified Syndicate Bank**" means banks registered with SEBI which offer the facility of ASBA and the list of which is available on the website of the SEBI at http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries and updated from time to time and at such other websites as may be prescribed by the SEBI from time to time;

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

"**SEBI (ICDR) Regulations**" shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended from time to time (including by the SEBI (ICDR) (Amendment) Regulations, 2025 notified on March 08, 2025, which inter alia revises the SME framework under Chapter IX, including (i) the minimum number of allottees being two hundred (200), (ii) the cap on Offer for Sale at twenty percent (20%) of the issue size, (iii) the cap of fifty percent (50%) on the offer by individual selling shareholders of their pre-issue holdings, (iv) the phased lock-in on promoters' shareholding in excess of the minimum promoter contribution and (v) the operating profit/EBITDA eligibility criterion of Rs. 1 crore for at least two of the three preceding financial years), read with the SEBI Master Circular for Issue of Capital and Disclosure Requirements (as amended) and as applicable to the Issue;

"**Securities Act**" has the meaning assigned to such term in the Recitals hereto;

"**Specified Locations**" means the bidding centres where the Syndicate shall accept Bid cum Application Forms, a list of which is available at the website of the SEBI (http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries) and updated from time to time and such other websites as may be prescribed by SEBI from time to time;

Sunkind India Limited		
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

"**Stock Exchange**" or "**Exchange**" shall mean NSE;

"**Sub-syndicate Member**" or "**Sub-syndicate Members**" means such authorized representatives and/or sub brokers appointed by the members of the Syndicate subject to the terms and conditions contained in this Agreement;

"**Syndicate ASBA Bidders**" means the ASBA Bidders who submit their Bids through the members of the Syndicate in the Specified Locations;

"**Syndicate ASBA Bidding Locations**" has the meaning assigned to such term in the Recitals hereto;

"**Syndicate Agreement**" means this agreement to be entered into among the members of the Syndicate and the Company on or after the Pricing Date;

"**Underwriter(s)**" shall mean Hem Securities Limited;

"Underwriting Agreement" means the agreement entered into on **October 12, 2026** between the Underwriter and the Company;

"**Working Day**" All days other than second and fourth Saturdays of the month, Sundays or public holidays, on which commercial banks in Mumbai are open for business; provided however, with reference to (a) announcement of Price Band; and (b) Issue Period, shall mean all days, except Saturday, Sunday and public holidays on which commercial banks in Mumbai are open for business; and (c) the time period between the Bid/Issue Closing Date and the listing of the Equity Shares on the Stock Exchanges, shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays, as per the SEBI Circular SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016.

1.3 In this Agreement, unless the context otherwise requires:

a) words denoting the singular shall include the plural and vice versa;

b) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

c) references to the word "include" or "including" shall be construed without limitation;

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

e) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;

f) reference to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or Permitted Assigns;

g) unless otherwise defined the reference to "days" shall be construed as references to calendar days in the Gregorian calendar;

h) a reference to the preamble, the recitals, a section or an annexure is, unless indicated to the contrary, a reference to the preamble, the recitals, a section or an annexure of this Agreement;

i) references to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as it may have been, or may from time to time be, amended, modified or re-enacted; and

j) references to "**Rupees**" and "₹" are references to the lawful currency of the Republic of India;

k) all references to "**Escrow Collection Banks**" and "**Refund Bank(s)**" shall also include references to their respective "**Correspondent Bank(s)**", if such banks have been appointed by such Escrow Collection Banks and Refund Bank(s) and all references to "**Escrow Account(s)**", "**Public Issue Account'** and "**Refund Account(s)**" shall include any accounts established by the Correspondent Bank(s) pursuant to such appointment;

Sunkind India Limited Gurugram	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

1.4 The Parties acknowledge and agree that the Annexures and Schedules attached hereto, if any, form an integral part of this Agreement.

2. SYNDICATE STRUCTURE

2.1 This Agreement sets forth the various obligations and responsibilities of the members of the Syndicate in relation to the procurement of Bids in respect of the Issue (other than Bids submitted by the ASBA Bidders directly to an SCSB or a Registered Broker). For the avoidance of doubt, this Agreement is not intended to constitute, and should not be construed as, an agreement or commitment, directly or indirectly among the Parties with respect to the subscription, purchase, selling or underwriting of any Equity Shares or providing any financing to the Company. In the event the Company, the BRLM and the Syndicate Members enter into a Syndicate Agreement, such agreement shall, inter alia, include customary representations and warranties, conditions as to closing of the Issue and lock-up, indemnity, contribution, termination and *force majeure* provisions, in form and substance satisfactory to the Company, the BRLM and the Syndicate Members.

2.2 The BRLM shall have all the rights, powers, duties and responsibilities in connection with the Issue as specified in the SEBI (ICDR) Regulations, this Agreement, the Banker to the Issue Agreement, the Red Herring Prospectus, the Prospectus, and, if entered into, the Underwriting Agreement.

3. RESPONSIBILITIES OF THE MEMBERS OF THE SYNDICATE

3.1 The Parties acknowledge that pursuant to the SEBI Master Circular for Issue of Capital and Disclosure Requirements (as amended from time to time), the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 (mandating the UPI mechanism in ASBA) and the SEBI (ICDR) Regulations, QIBs (other than Anchor Investors) and Non-Institutional Bidders are required to mandatorily submit their Bids through the ASBA process.

3.2 Subject to Section 3.4 below, the members of the Syndicate shall have the following responsibilities and obligations, and each member of the Syndicate hereby severally (and not jointly) represents, warrants, agrees, covenants and undertakes to the other members of the Syndicate that:

(i) it shall be responsible for collection of Bids from the Bidders and the Syndicate ASBA Bidders, as applicable, in the manner specified in this Agreement, the SEBI (ICDR) Regulations and any other applicable law, rule, regulation or direction issued by NSE, the Red Herring Prospectus, the Prospectus, the terms of the Bid cum Application Form, the Allotment Advice and instructions issued jointly by the BRLM and the Registrar;

(ii) it shall follow all reasonable and necessary instructions issued by the BRLM and the Registrar in dealing with the Bid cum Application Forms (including with respect to the Bids by the ASBA Bidders);

(iii) it shall not register any Bid without first accepting the Bid cum Application Form in writing (including via facsimile) from the Bidder, whether in India or abroad; it shall be responsible for the completion and accuracy of all details to be entered into the online electronic bidding system of the Stock Exchange based on the Bid cum Application Form received by it and shall be responsible for any mistake in the Bid details uploaded by it and for resolving any investor grievances arising as a result of such errors in the data entry; it shall ensure that the required documents are attached to the Bid cum Application Form prior to uploading any Bid, and it shall ensure that such Bids are uploaded on the online electronic bidding systems of the Stock Exchange on a regular basis in compliance with the SEBI (ICDR) Regulations, and within such time as permitted by the Stock Exchange and the SEBI (ICDR) Regulations; it shall, in accordance with the SEBI (ICDR) Regulations, make the necessary changes to certain of the Bid details, in relation to Bids uploaded by it, on the day immediately following the Bid/ Issue Closing Date, and it shall forward a schedule (containing certain information, including the application number and the amount) along with the Bid cum Application Form to the branch named as the 'Syndicate ASBA' of the respective SCSBs for blocking of the funds in respect of Syndicate ASBA Bidders or to the Escrow Collection Bank(s) in respect of other Bidders, within a period of 2 (two) Working Days from the Bid/Issue Closing Date;

(iv) it will enter each Bid option into the electronic bidding system as a separate Bid and generate a Transaction Registration Slip ("**TRS**") for each price and demand option and give the same to the Bidder. It shall also furnish TRS to the Bidder on request;

(v) it shall accept Bids only during the Bid/Issue Period in case of Individual Bidders and Non-Institutional Bidders. With respect to Bids by QIBs, it shall not accept any Bids before the Bid/Issue Opening Date and after the Bid/Issue Closing Date as notified for Bids by QIBs. In case of Anchor Investors, it shall accept Bids only during the Anchor Investor Bid/ Issue Period;

Sunkind India Limited	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

(vi) at the end of each day of the Bid/Issue Period, the demand for the Equity Shares (including allocation made to the Anchor Investors) shall be shown graphically on its bidding terminals for information to the public;

(vii) it shall procure Bid cum Application Forms from Syndicate ASBA Bidders only at the Syndicate ASBA Bidding Locations;

(viii) it shall ensure that at least one of the members of the Syndicate shall be present at the Syndicate ASBA Bidding Locations so that at least one electronically linked computer terminal at all the Syndicate ASBA Bidding Locations is available for the purpose of Bidding;

(ix) except in relation to the Bids received from Anchor Investors, Bids and any revisions in Bids will be accepted only between 10 a.m. and 5 p.m. IST during the Bid/Issue Period except that on the Bid/Issue Closing Date. On the Bid/Issue Closing Date, Bids shall be uploaded until 4 p.m. IST. Bids will be accepted only on Working Days. Any revision in the uploading time instructed by the Stock Exchange shall be communicated to the Sub-syndicate Members who in turn shall communicate such revision to their agents;

(x) it shall provide the identification numbers (terminal IDs) of all its bidding centers and those of its Sub-Syndicate Members, if any, to the Registrar to the Issue together with such other information that may be necessary to enable the Registrar to the Issue to keep a record of the bidding at each such bidding center at the end of each day during the Bid/Issue Period;

(xi) it shall register the Bids received by it and its Sub-syndicate Members on the same Working Day on which the Bids are received (subject to the Stock Exchange permitting such upload on the same Working Day) and will deposit the Bid Amounts collected by it and its Sub-syndicate Members, if any, in relation to the Bid into the Escrow Account of the Company maintained with the designated Escrow Collection Bank(s) for Bidders other than ASBA Bidders, on the same day on which the Bid was received and in any event no later than the next Working Day subject to the Stock Exchange permitting such upload on the next Working Day, or any other period as agreed with the BRLM in consultation with the Registrar within the time period prescribed under the SEBI (ICDR) Regulations and other applicable law, after uploading the Bids onto the electronic bidding system, and for the remaining Bid Amount, if any, in relation to the Anchor Investors, prior to the Pay-in Date; and it acknowledges that if it does not comply with its obligations, within the time period stipulated herein, the relevant Escrow Collection Bank or SCSB, as the case may be, on the advice of the Registrar and/or the BRLM, may not accept the relevant Bid Amounts and the Bid cum Application Forms; and it shall not collect or deposit payment instruments drawn in favor of the Company or any other party or account, other than in favor of the designated Escrow Account as specified in the Bid cum Application Form, the Red Herring Prospectus; and with respect to Bids by the Syndicate ASBA Bidders, it shall not accept any Bid cum Application Form without satisfying itself that the SCSB whose name has been entered in the Bid cum Application Form has named a branch in that center in which member of the Syndicate or its Sub-syndicate is accepting the Bid cum Application Form;

(xii) in relation to the Bids procured pursuant to the Bid cum Application Form, it shall be responsible for providing a schedule (including application number, payment instrument number and Bid Amount paid by Bidders other than ASBA Bidders) along with the Bid cum Application Form (carrying its identification mark irrespective of the terminal from which the Bid has been uploaded) and the payment instrument (in case of Bidders other than ASBA Bidders bidding through any member of the Syndicate or their respective sub-Syndicate Members, as applicable) to the Escrow Collection Bank(s) no later than two Working Days from the Bid/Issue Closing Date or any other period as agreed with the BRLM in consultation with the Registrar or to the branch named as the 'Syndicate ASBA' of the respective SCSBs for blocking of the fund (in respect of ASBA Bidders bidding through any member of the Syndicate;

(xiii) the members of the Syndicate or any of their subsidiaries which is an entity otherwise eligible to act as a Syndicate Member and has a valid SEBI registration certificate shall enter the following details of an investor in the on-line system:

a. Name of the Bidder;
b. Name of the Company;
c. Investor Category – Individual, Corporate, QIBs, Eligible NRI, FPI, FVCI, FII or Mutual Fund, etc.;
d. PAN number (of the sole/first Bidder);
e. Number of Equity Shares Bid for;

Sunkind India Limited	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

f. Price per Equity Share;
g. Bid cum Application Form number;
h. For all Bidders other than ASBA Bidders, the Bid amount and cheque number; and
i. DP ID and Client ID of the beneficiary account of the Bidder.

In addition to the details set out above, for ASBA Bidders, the amount blocked and details of the bank account number of such ASBA Bidder shall also be entered. Further, for Syndicate ASBA Bidders, the bank code for the SCSB where the ASBA Account is maintained and the location of the Specified Locations where such Syndicate ASBA Bidders submit their Bids shall also be entered;

(xiv) it shall ensure that all Bid cum Application Forms, together with supporting documents, are forwarded to the Registrar within the time periods specified by the Stock Exchange or the SEBI (ICDR) Regulations;

(xv) it shall ensure that all Bid cum Application Forms submitted by the Syndicate ASBA Bidders, together with supporting documents, are forwarded to the SCSBs for further action, within the time periods specified by the Stock Exchange or the SEBI (ICDR) Regulations;

(xvi) it shall provide the Registrar with a daily record, with a separate section for each of its bidding centers and those of its Sub-Syndicate Members, details relating to the Bid cum Application Forms received from the Bidders, details regarding registration of the Bids, and the Bid Amounts deposited with the Escrow Collection Bank(s). This record shall be made available to the Registrar no later than 4 p.m. IST on any given day;

(xvii) it shall ensure that it has affixed its stamp on each Bid Cum Application Form forwarded by it to SCSBs or Escrow Collection Banks, as applicable, under "Broker's/ SCSB Branch's Stamp" as an acknowledgement of upload of the Bid in the electronic bidding system of the Stock Exchange;

(xviii) it shall take all necessary steps and co-operate with the Escrow Collection Bank(s), the Refund Bank and their correspondent banks, if any, and the Registrar to ensure that the Allotment of the Equity Shares and refund, if any, of any amount collected on the Anchor Investor Bid/ Issue Period and during the Bid/ Issue Period is completed within the time period specified in the Red Herring Prospectus, the Prospectus, and the SEBI (ICDR) Regulations;

(xix) it shall ensure that, before accepting Bid cum Application Forms from Syndicate ASBA Bidders at the Syndicate ASBA Bidding Locations in the Specified Locations, the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has named at least one branch at that location for the members of the Syndicate to deposit such Bid cum Application Forms (A list of such branches is available on the website of SEBI;

(xx) it shall be responsible for collection of the Bid cum Application Forms and other documents attached to the Bid cum Application Forms from Syndicate ASBA Bidders at the Syndicate ASBA Bidding Locations and deposit thereof (with relevant schedules) with the relevant branch of the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained and named by such SCSB to accept such Bid cum Application Form, no later than 12.00 p.m. IST on the second Working Day after the Bid/ Issue Closing Date or any other period as agreed with the BRLM in consultation with the Registrar, after uploading the Bids onto the electronic bidding system. The members of the Syndicate acknowledge that if they do not comply with their obligations, within the time period stipulated herein, the relevant SCSB, on the advice of the Registrar and the other members of the Syndicate, may not accept the Bid cum Application Form;

(xxi) it shall ensure that, a schedule (containing the application number, payment instrument number and the amount), the application forms and the payment instruments shall be forwarded to the SCSBs, no later than 12.00 p.m. IST on the second Working Day from the Bid/ Issue Closing Date or any other period as agreed with the BRLM in consultation with the Registrar, to enable blocking of funds in the ASBA Accounts. The members of the Syndicate acknowledge that if they do not comply with their obligations, within the time period stipulated herein, the relevant SCSB, on the advice of the Registrar and the other members of the Syndicate, may not accept the relevant Bid cum Application Form;

(xxii) it shall deposit only such Bids with the respective SCSB branches in the particular Syndicate ASBA Bidding Location, which have been validly registered on the electronic bidding system of the Stock Exchange;

(xxiii) it shall be bound by and shall follow the operational instructions relating to the method and manner of the Issue process as prescribed in this Agreement, the Red Herring Prospectus, the Prospectus, and

Sunkind India Limited	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

the SEBI (ICDR) Regulations, in relation to the Bids submitted by the Bidders, including Syndicate ASBA Bidders, who shall submit their Bids in the Syndicate ASBA Bidding Location;

(xxiv) except for the Bids submitted to the Registered Brokers and Bids made under the ASBA process, it shall be fully responsible for the collection of the Bid Amounts and the deposit thereof into the Escrow Account(s) in respect of all Bids procured under the Bid cum Application Form carrying its identification mark irrespective of the terminal from which the Bid has been registered, and in case of any mistake, error or miscalculation by the Bidder in paying such amount, it shall be solely responsible for the collection of the monies due and payable in respect of such Bid to the extent of, and subject to, its obligations under the Syndicate Agreement, if any;

(xxv) it shall be fully responsible for the collection of the Bid cum Application Forms submitted to it by the Syndicate ASBA Bidders and forward such Bid cum Application Forms in respect of all Bids procured under the Bid cum Application Forms from Syndicate ASBA Bidders carrying its identification mark irrespective of the terminal from which the Bid has been registered, and in case of any mistake, error, or miscalculation by the Bidder, it shall be solely responsible for the collection of the monies due and payable in respect of such Bid to the extent of, and subject to, its obligations under the Syndicate Agreement, if any;

(xxvi) it acknowledges that Bids are liable to be rejected either before entering the Bid into the electronic bidding system or at any time prior to the Allotment of Equity Shares in the Issue;

(xxvii) it shall not accept multiple Bid cum Application Forms from the same Bidders, except as stated in the Red Herring Prospectus and the Prospectus. However, Bids by QIBs under the Anchor Investor Portion and the QIB Portion (excluding the Anchor Investor Portion) will not be treated as multiple Bids. Also Bids by separate schemes of a Mutual Fund registered with the SEBI shall not be treated as multiple Bids. In the event that there is any ambiguity on whether any Bid cum Application Form constitutes a multiple Bid or not, the BRLM shall determine in consultation with the Registrar and the Company whether or not such Bid cum Application Form constitutes a multiple Bid and shall take necessary steps in relation thereto;

(xxviii) it shall be responsible for collecting the Bid Amount from the Bidders who have Bid through it or through any Sub-Syndicate Member appointed by it. It undertakes to collect and arrange to deposit the monies into the relevant Escrow Account of the Company. It shall collect the Bid cum Application Forms submitted by the Syndicate ASBA Bidders and submit such forms to a branch of an SCSB that is eligible to accept the Bid cum Application Forms from Syndicate ASBA Bidders. Subsequent to allocation of Equity Shares and after execution of the Underwriting Agreement, but prior to Allotment, if for any reason, the Bid against which the allocation is made is withdrawn or is found to be incomplete, if its identification mark is reflected on the relevant Bid cum Application Form, it shall, subject to the terms of the Underwriting Agreement and to the extent stipulated therein, be required to subscribe for, or procure the subscription of, such Equity Shares allocated and pay into the Escrow Account the Issue Price in respect of such Equity Shares. Provided that in case of apparent data entry error by any member of the Syndicate in entering the application number, the other details remaining unchanged, such application may be considered valid;

(xxix) it shall not accept any Bid Amount in cash, money order, postal order or through stock invest;

(xxx) it shall collect the entire Bid Amount from the Non-ASBA Bidders at the time of submission of the relevant Bid cum Application Form. In case of any revisions of the Bid during the Bid/Issue Period, including on account of any change in the Price Band made in accordance with the procedure described in the Red Herring Prospectus, it shall be responsible for collecting the differential amount on each such revised Bid, if any.

(xxxi) Placing bids on Cut-off price shall not be applicable/available to any of the category of bidding, if made such Bids shall be treated as invalid Bids and rejected

(xxxii) it shall not collect in respect of any Bids any non-MICR (non-magnetic ink character recognition) cheque or demand draft where the clearing system in the bidding center where such Bids are collected does not permit daily clearance of non-MICR cheques and demand drafts or outstation cheques on banks participating in the clearing process;

(xxxiii) it acknowledges that QIBs (including Anchor Investors), Individual Investors, Non-Institutional Bidders are neither permitted to withdraw their Bids nor lower the size of their Bid(s) (in terms of quantity of Equity Shares or the Bid Amount) at any stage. In such cases, the members of the Syndicate will revise the earlier Bid details with the revised Bid and provide the cheque or demand draft number

Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

of the new payment instrument in the electronic book. The members of the Syndicate shall no later than two days from the Bid/ Issue Closing Date or any other period as agreed by the BRLM in consultation with the Registrar, after uploading the revised Bid onto the electronic bidding system, forward the Revision Form, cheque/demand draft (if any) and related enclosures/attachments to the relevant Escrow Collection Bank.;

With respect to an ASBA Bid, in case of a revision submitted through a member of the Syndicate, such member of the Syndicate will revise the earlier ASBA Bid details with the revised ASBA Bid in the electronic book. In such cases, the Revision Form and upward revision of the ASBA Bid at the time of one or more revisions should be provided to the member of the Syndicate through whom such ASBA Bidder had placed the original ASBA Bid. The member of the Syndicate shall, no later than two days from the Bid/ Issue Closing Date or any other period as agreed by the BRLM in consultation with the Registrar, after uploading the revised Bid onto the electronic bidding system, forward the Revision Form, blocking instructions (if any) and related enclosures/ attachments to the same SCSB at the relevant Syndicate ASBA Bidding Locations where the original Bid cum Application Form received from ASBA Bidder was deposited;

(xxxiv) Downward Modification and cancellation shall not be applicable to any of the category of bidding;

(xxxv) UPI Mandate Acceptance/ Confirmation shall be available upto 5:00 PM on the last day of bidding

(xxxvi) it shall be responsible for the appropriate use of the software and hardware required for the purposes of registering the Bids on the online electronic terminals of the Stock Exchange;

(xxxvii) it shall not collect, in respect of any Bids, cheques or demand drafts not drawn in favour of the designated Escrow Account(s) as specified in the Red Herring Prospectus;

(xxxviii) it agrees that it shall not submit any Bids in the Issue and shall not subscribe to the Equity Shares offered in the Issue except in accordance with the terms of the Syndicate Agreement, if and when executed, and as otherwise stated in the Red Herring Prospectus and the Prospectus. The associates and affiliates of the BRLM and the Syndicate Members may apply in the Issue either in the QIB Category or in the Non-Institutional Category as may be applicable to such Bidders, where the allocation is on a proportionate basis and such subscription may be on their own account or on behalf of their clients. Except for the Mutual Funds sponsored by entities related to the BRLM, the BRLM shall not submit any Bids in the Issue with respect to the Anchor Investor Portion;

(xxxix) it shall not make any disclosure or any announcements to the public or the press regarding any aspect of the Issue until the commencement of trading of Equity Shares pursuant to the Issue, except as may be directed or permitted, in writing by the Company and the BRLM or as may be permitted under any contractual understanding or agreement or as may be directed by NSE or required by any law or regulation;

(xl) it hereby agrees and acknowledges that the allocation and Allotment of the Equity Shares offered in the Issue shall be made by the Company in consultation with the BRLM and NSE, in terms of the Red Herring Prospectus, the Prospectus, and in accordance with the SEBI (ICDR) Regulations, any other applicable rules, regulations, guidelines and clarifications issued by the SEBI and NSE and any other laws, statutes and regulations applicable to the Issue. The allocation and Allotment shall be binding on the members of the Syndicate, and each member of the Syndicate hereby agrees to fully accept and comply with such allocation and Allotment;

(xli) it shall not make any commitments to any of the Bidders as to the allocation or Allotment of the Equity Shares and each member of the Syndicate shall be fully liable for any statements made by it to potential Bidders in this regard;

(xlii) it acknowledges that the allocation among the members of the Syndicate shall be in accordance with the terms of the Red Herring Prospectus and Prospectus, and may not be in proportion to their respective underwriting commitments and may be different for different members of the Syndicate;

(xliii) it shall not give, and shall ensure that its Sub-Syndicate Members do not give any incentive, commission, pay-out or other remuneration in cash or in kind or in services or otherwise, to any potential Bidder for the procurement of Bids; provided that it shall be eligible, and shall be solely liable to pay, sub-brokerage or incentives to registered Sub-Syndicate Members and sub-brokers registered with the SEBI, acting in such capacity;

Sunkind India Limited	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

(xliv) it agrees that QIBs (including Anchor Investors) shall register their Bids only through the BRLM or their Affiliates. No other member of the Syndicate shall solicit orders or collect Bids from any QIBs (including Anchor Investors). In case of Bids by QIBs, the Company, in consultation with the BRLM may at the time of submission of the Bid, reject any QIB Bid procured, provided that the reasons for rejecting such Bid shall be provided to such Bidder in writing. Further, Bids from QIBs can also be rejected on technical grounds. Bids from Non-Institutional Bidders and Individual Bidders can be rejected on technical grounds only. It shall not accept any Bids from QIBs (other than Anchor Investors) and Non-Institutional Bidders that are not made through the ASBA process;

(xlv) subject to Section 3.2 (xliv), it shall not refuse a Bid at the bidding terminal, within bidding hours, including bidding on the Anchor Investor Bid/ Issue Period and during the Bid/ Issue Period, if it is accompanied by a duly completed Bid cum Application Form and the full Bid Amount in case of a Non-ASBA Bidder;

(xlvi) it shall maintain records of the Bids collected during the Book Building Process and shall extend full co-operation in case the SEBI or any other regulatory authority inspects the records, books and documents relating to the Book Building Process;

(xlvii) it shall be severally (and not jointly, or jointly and severally) responsible, irrespective of termination of this Agreement, for addressing all complaints or grievances arising out of any Bid obtained or procured by it or any Sub-Syndicate Member appointed by it, provided however, that the Company shall provide all required assistance for the redressal of such complaints or grievances;

(xlviii) it agrees that it shall not register any Bid that does not have the DP ID, Client ID and the PAN number stated in the Bid cum Application Form, except as provided in the Issue Documents;

(xlix) it may appoint Sub-Syndicate Members to obtain Bids for the Issue subject to and in accordance with the SEBI (ICDR) Regulations, this Agreement, the Red Herring Prospectus and the Prospectus. Bids registered with such Sub-Syndicate Members shall bear the relevant Syndicate Member's stamp and will be deemed to have been registered by and with such member of the Syndicate. Each member of the Syndicate shall be fully responsible for the performance of the obligations of its respective Sub-syndicate Members, and not for the Sub-syndicate Members of any other member of the Syndicate including restrictions on payments of incentive/sub-brokerage mentioned above and each member of the Syndicate shall be liable to the other members of the Syndicate for any loss suffered or damage incurred including, without limitation, any penalty, interest or liability thereon, by the other members of the Syndicate as a consequence of a default by any of its Sub-syndicate Members;

(l) in the event the Issue Price is higher than the price at which allocation is made to Anchor Investors, the Anchor Investors shall be required to pay such additional amount to the extent of shortfall between the price at which allocation is made to them and the Issue Price as per the Pay-In Date mentioned in the revised CAN. If an Anchor Investor does not pay the requisite amount by the close of the Pay-In Date, the allocation, if any, against such Bid shall stand cancelled and to the extent of reduction in the Anchor Investor Portion arising out of such cancellation, the Net QIB Portion would stand increased;

(li) it shall ensure that each Sub-Syndicate Member appointed by it shall:

(a) not collect any Bids from QIB bidders;

(b) accept Bids from Non-Institutional Bidders only through the ASBA process;

(c) not represent itself or hold itself out as a BRLM or member of the Syndicate;

(d) abide by the terms and conditions mentioned in the Red Herring Prospectus, the Prospectus, this Agreement, the Bid cum Application Form, the Allotment Advice, the Underwriting Agreement and all instructions issued by the Company, the BRLM and the Registrar in connection with the collection of Bids;

(e) abide by and be bound by the SEBI (ICDR) Regulations and any other applicable law, rule, regulation or guideline, including in respect of advertisements and research reports;

(f) not distribute any advertisement promising incentive, pay any incentive, commission, pay-out or other remuneration in cash or in kind or in services or otherwise to any potential Bidder or any other person for the procurement of Bids; *provided* that the Sub-Syndicate Members shall be eligible and solely liable to pay sub-brokerage to sub-brokers/agents procuring Bids;

Sunkind India Limited		
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

(g) route all the procurement through the member of the Syndicate on whose behalf it is acting;

(h) not accept any Bid before the Bid/ Issue Period commences or after the Bid/ Issue Period ends;

(i) ensure that the PAN, DP ID and Client ID of the Bidder is quoted in the Bid cum Application Form, except for Bids on behalf of the Central or State Government, officials appointed by a court of law and Bidders residing in the state of Sikkim. In case of residents of Sikkim, each member of the Syndicate shall verify the veracity of the claim of the investors that they are residents of Sikkim by collecting sufficient documentary evidence in support of their address as provided in the SEBI Circular MRD/DOP/Dep/cir-29/2004 dated August 24, 2004;

(j) comply with any selling and distribution restrictions imposed on the members of the Syndicate under this Agreement, the Red Herring Prospectus, the Prospectus and applicable laws, regulations and guidelines and any contractual understanding that any of the BRLM and/or its Affiliates may have. No member of the Syndicate shall accept any Bids from any Overseas Corporate Body; and

(k) maintain records of its Bids including the Bid cum Application Form and supporting documents collected during the Book Building Process and ensure that such records are sent to the Registrar in accordance with the SEBI (ICDR) Regulations;

3.3 The rights, obligations, representations, warranties, undertakings and liabilities of the members of the Syndicate under this Agreement shall be several (and not joint, or joint and several). No member of the Syndicate shall be responsible or liable under this Agreement in connection with the advice, representations, warranties, undertakings, opinions, actions or omissions of the other members of the Syndicate (or the agents of such other members, including their respective Sub-Syndicate Members) in connection with the Issue;

3.4 No provision of this Agreement will constitute any obligation on the part of any of the members of the Syndicate to comply with the applicable instructions prescribed under the SEBI (ICDR) Regulations in relation to the Bids submitted to Registered Brokers and the ASBA Bids, except in relation to the Bids submitted by the Syndicate ASBA Bidders; and

3.5 Subject to the foregoing, the members of the Syndicate shall not be liable for ensuring that the Bids collected by the Registered Brokers, whether from ASBA or non-ASBA Bidders, are uploaded onto the Stock Exchange platform.

4. CONFIRMATIONS BY THE COMPANY

4.1 The Company hereby confirms that:

- it has authorized the Syndicate, their respective Sub-Syndicate Members and their respective Affiliates to circulate the Red Herring Prospectus, the Bid cum Application Form and when finalized and the Prospectus to prospective investors subject to compliance with applicable laws and regulations, the Underwriting Agreement, if and when executed, and the terms set out in the Red Herring Prospectus and the Prospectus;

- the information contained in the Red Herring Prospectus is, and the information contained in the Prospectus, as of their respective dates, will be (a) true, fair, correct, accurate; (b) adequate to enable prospective investors to make an informed decision with respect to an investment in the Issue; and (c) will not contain any untrue statement of a material fact nor omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or likely mislead;

- it shall, in a timely manner, furnish information, documents, certificates, reports and particulars as may be required or requested by the Syndicate in respect of the Issue in order for the Syndicate to complete all Issue and post-Issue formalities or to enable such member of the Syndicate to cause the filing of such information, documents, certificates, reports or other particulars with the SEBI, the RoC, NSE and/or any other regulatory or supervisory authority or court or tribunal (within or outside India) in respect of the Issue or to enable the Syndicate to confirm the correctness and/or adequacy of the statements made in the Red Herring Prospectus and the Prospectus and it shall extend full cooperation to the members of the Syndicate in connection with the foregoing;

- it undertakes to have the Equity Shares listed on the Stock Exchange within the time limits prescribed under law or any applicable guidelines, rules, regulations or agreements (including the mandatory T+3 listing timeline prescribed under SEBI Circular bearing reference no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 09, 2023 read with SEBI Circular bearing reference

Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

no. SEBI/HO/CFD/TPD1/CIR/P/2023/184 dated December 04, 2023, requiring listing of equity shares on the third working day from the Bid/Issue Closing Date), including the SEBI (ICDR) Regulations, failing which the entire application money collected shall be refunded to the beneficiaries within the stipulated time as mentioned in the Red Herring Prospectus, and the Prospectus;

- it has complied and will comply with all applicable laws in connection with the Issue, including the SEBI (ICDR) Regulations specifically relating to advertisements and research reports. It shall procure and provide all information and certifications (including from any publicity agency) to enable the BRLM to furnish the certificate to the SEBI as required under Regulation 27 of the SEBI (ICDR) Regulations, 2018 (as amended) read with the SEBI Master Circular for Issue of Capital and Disclosure Requirements (as amended from time to time), and shall further comply with the SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003, the SEBI (Prohibition of Insider Trading) Regulations, 2015 and applicable advertisement code prescribed thereunder.

4.2 The rights and obligations of the Company are mentioned under this Agreement. The Company for breach of any of its representations, warranties, agreements, covenants, undertakings or obligations under this Agreement for the avoidance of doubt is responsible for the actions or omissions of any Party except itself.

4.3 The Company agrees that it, and/or any of its Affiliates shall not make any statement or release any material or other information relating to the Issue or give any selective or additional information or information which is extraneous to the information disclosed to the public through the Red Herring Prospectus or the Prospectus, to any particular section of the investors or to any research analyst in any manner whatsoever, including at road shows, presentations, in research or sales reports or at bidding centers.

5. PRICING

5.1 The Price Band, including revisions, if any, shall be determined by the Company in consultation with the BRLM, and advertised at least Two (2) Working Days prior to the Issue Opening Date in accordance with the SEBI (ICDR) Regulations. Any revisions to the Price Band shall also be advertised in accordance with the SEBI (ICDR) Regulations.

5.2 The Issue Price shall be determined by the Company in consultation with the BRLM, based on the Bids received during the Bid/ Issue Period. The Anchor Investor Issue Price shall be determined by the Company in consultation with the BRLM, based on the Bids received on the Anchor Investor Bid/ Issue Period. The Issue Price and the Anchor Investor Issue Price together with any required allocation details shall be advertised by the Company, after consultation with the BRLM, in accordance with the SEBI (ICDR) Regulations and shall be incorporated in the Prospectus.

6. ALLOCATION

6.1 Subject to valid Bids being received at or above the Issue Price, 50% of the Issue shall be Allotted on a proportionate basis to QIBs. Up to 60% of the QIB Portion may be Allotted to Anchor Investors on a discretionary basis, of which 40% of the Anchor Investor Portion shall be reserved for, (i) 33.33% shall be available for allocation to domestic Mutual Funds, and (ii) 6.67% for life insurance companies and pension funds, subject to valid Bids being received from domestic Mutual Funds, life insurance companies and pension funds at or above the Anchor Investor Allocation Price. In the event of under-subscription in (ii) above, the allocation may be made to domestic Mutual Funds in accordance with the SEBI ICDR Regulations.; 5% of the QIB Portion (excluding the Anchor Investor Portion), shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the QIB Portion shall be available for allocation on a proportionate basis to all QIB bidders (other than Anchor Investors), including Mutual Funds, *provided*, *however* that, subject to and in accordance with the terms of the Red Herring Prospectus, if the aggregate demand by Mutual Funds is less than 5% of the QIB Portion, the balance Equity Shares, available for allocation in the Mutual Fund Portion will be added to the QIB Portion and be Allotted proportionately to the QIBs. Mutual Funds participating in the Mutual Fund portion will also be eligible for allocation in the remaining QIB Portion.

6.2 Subject to valid Bids being received at or above the Issue Price, not less than 15% of the Net Issue shall be available for allocation to Non-Institutional Bidders (of which one third of the Non-Institutional Portion shall be reserved for Bidders with an application size of more than two lots and up to such lots equivalent to not more than ₹10 lakhs and two-thirds of the Non-Institutional Portion shall be reserved for Bidders with an application size exceeding ₹ 10 lakhs) and under-subscription in either of these two subcategories of Non-Institutional Portion may be allocated to Bidders in the other subcategory of Non-Institutional Portion.

6.3 Subject to valid Bids being received at or above the Issue Price, not less than 35% of the Issue shall be available for allocation to Individual Bidders, such that each Individual Bidder shall be allotted not less than the minimum Bid lot, subject to availability of Equity Shares in the Individual Investor Portion and the remaining

Sunkind India Limited	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

Equity Shares in the Individual Investor Portion shall be allotted on a proportionate basis, in the manner and in accordance with the terms of the Red Herring Prospectus and the Prospectus.

6.4 Under-subscription, if any, in any category, except in the QIB category, will be allowed to be met with spill-over from any other category or combination of categories at the discretion of the Company in consultation with the BRLM and the Designated Stock Exchange. If the aggregate demand by Mutual Funds is less than the Mutual Fund Portion, the balance Equity Shares available for Allotment in the Mutual Fund Portion will be added to the QIB Category available less the Mutual Fund Portion and be allocated proportionately to QIBs in proportion to their Bids.

6.5 There shall be no guarantees of allocations or assurance of minimum allocation to any Bidder prior to final allocation at the time of pricing, other than as required under the SEBI (ICDR) Regulations.

6.6 The members of the Syndicate shall not be guaranteed any proportion of the Issue as available for allocation to the Bidders procured by them prior to final allocation at the time of pricing.

6.7 The Allotment shall be in the manner and in accordance with the terms specified in the Red Herring Prospectus, the Prospectus, and the SEBI (ICDR) Regulations.

7. FEES AND COMMISSIONS

7.1 The Company shall pay the commissions to the members of the Syndicate in accordance with clause 7.1 of the Underwriting Agreement.

7.2 The Company shall not be responsible for the payment of the fees and commissions to the Sub-Syndicate Members of the members of the Syndicate. The members of the Syndicate shall be responsible for the payment of fees and commissions to their respective Sub-Syndicate Members.

8. CONFIDENTIALITY

The Parties shall keep all information confidential which will be shared by the other Parties during the course of this Agreement until the completion of the Issue or termination of this Agreement, whichever is earlier, and shall maintain the confidentiality of the Bids received during the Bid/Issue Period or the Anchor Investor Bid/Issue Period and the Book Building Process. The Parties shall not disclose such confidential information to any third party without prior permission of the concerned Party, except:

(i) any disclosure pursuant to requirements under any law, rule or regulation or the order of any court or tribunal or stock exchange or pursuant to any direction, demand, request or requirement (whether or not having the force of law) of any central bank or any governmental, regulatory, supervisory or other authority (including tax authorities and stock exchanges) or administrative agency or in any pending legal or administrative proceeding provided, however, that in the event of any such proposed disclosure (wherever possible) and only if permitted by applicable law, the disclosing Party will provide the other Parties with prompt and reasonable notice of such request or requirement to enable the other Parties to seek an appropriate protective order or similar remedy with respect to such disclosure;

(ii) in relation to any information, to the extent that such information was or becomes publicly available other than by reason of disclosure by the disclosing Party in violation of this Agreement;

(iii) any disclosure to the investors or prospective investors of the Equity Shares for and in connection with the Issue, as required under applicable law;

(iv) in relation to any information which, prior to its disclosure in connection with the Issue, was already lawfully in the possession of the Syndicate Member;

(v) in relation to any information that the Syndicate Member needs to disclose with respect to any proceeding for the protection or enforcement of any of their respective rights arising out of this Agreement; or

(vi) in relation to any information which is required to be disclosed in the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus or which may have been filed with relevant regulatory authorities or otherwise in connection with the Issue, including at investor presentations and in advertisements pertaining to the Issue.

The Parties undertake that their Affiliates, to whom they disclose information pursuant to this Agreement, shall abide by the confidentiality obligations imposed by this Section 8.

Sunkind India Limited	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

9. INDEMNITY

Each member of the Syndicate (only for itself, and not any other member of the Syndicate) shall indemnify and hold harmless each other member of the Syndicate and each of their respective employees, directors, BRLM, Affiliates and advisors, at all times, from and against any claims, actions, losses, damages, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent upon or arising out of any breach of any representation, warranty or undertaking or in the performance of the obligations by such member or arising out of the acts or omissions of such member of the Syndicate (and not any other member of the Syndicate) under this Agreement.

Notwithstanding anything stated in this Agreement, the aggregate liability of the BRLM under this Agreement shall not exceed the fees actually received pursuant to the Issue Agreement.

10. TERMINATION

10.1 This Agreement may be immediately terminated by the BRLM, upon service of written notice to the other BRLM and the Company, if, after the execution and delivery of this Agreement and on or prior to Allotment of Equity Shares in the Issue:

(i) the Company and the members of the Syndicate mutually consent in writing to terminate this Agreement;

(ii) the Company withdraws the Issue prior to the execution of the Underwriting Agreement in accordance with the Red Herring Prospectus;

(iii) any event due to which the process of bidding or the acceptance of Bids cannot start, including the Bid/Issue Opening Date not taking place for any reason

(iv) the Underwriting Agreement is not executed on or prior to the RoC Filing Date, unless such date is otherwise extended by the BRLM;

(v) the declaration of the intention of the Company to withdraw and/or cancel the Issue at any time after the Bid/Issue Opening Date until the Designated Date;

(vi) the Issue becomes illegal or is injuncted or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Issue;

(vii) if any of the representations or statements made by the Company and/or its Directors in the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the Bid cum Application Form, advertisements, publicity materials or any other media communication, in each case in relation to the Issue, or in this Agreement, are determined by the BRLM to be incorrect or misleading either affirmatively or by omission;

(viii) any authority or organization in any relevant jurisdiction commences any investigation or initiate other action against the Company and/ or any of its directors and/ or Promoters which, in the sole opinion of the BRLM, is likely to result in a Material Adverse Change;

(ix) if there is non-compliance by the Company of applicable laws or regulations in connection with the Issue or its obligations under this Agreement;

(x) the Underwriting Agreement, after its execution, is terminated in accordance with its terms or this Agreement becomes illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or regulatory authority having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Issue Account.

10.2 Upon termination of this Agreement in accordance with this Section 10, subject to Section 10.5 below, the Parties 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 this Agreement.

10.3 The termination of this Agreement in respect of one member of the Syndicate shall not mean that this Agreement is automatically terminated in respect of any other members of the Syndicate.

Sunkind India Limited	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

10.4 This Agreement shall stand automatically terminated if the Underwriting Agreement, after its execution, is terminated in accordance with its terms or becomes illegal or unenforceable or is rendered infructuous for any reason or, in the event that its performance has been injuncted or prevented by any judicial, statutory or regulatory authority having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Issue Account.

10.5 The provisions of this Section 10.4, and Sections 3.3, 4.3, 7, 8, 9, 12, 13, 14, 15 and 18 shall survive the termination of this Agreement.

11. AUTHORITY

Each Party hereto represents and warrants that it has the requisite authority to enter into this Agreement and perform the obligations contained herein.

12. NOTICES

Any notice or other communication given pursuant to this Agreement must be in writing and (i) sent by tele facsimile or other similar facsimile transmission to such facsimile numbers as specified below or to such other facsimile numbers as each Party may notify in writing to the others, or (ii) sent by registered mail or overnight courier, postage prepaid, to the address of the Party specified below, or as may be designated in writing by such Party. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 12 will (i) if delivered by telefacsimile or similar facsimile transmission, be deemed given when electronically confirmed; and (ii) if sent by registered mail or overnight courier, be deemed given when received.

In case of notice to the Company:

If to the Company:

SUNKIND INDIA LIMITED
CIN: U35105HR2019PLC082656
Registered Address: Plot No-97A, AIHP Skyline, 1st Floor, Sector 32, Gurugram, Urban Estate, Gurgaon – 122001, Haryana, India.
Kind Attn: Mr. Hanish Gupta
Designation: Managing Director
Tel: +91-124-4064684
E-mail: cs@sunkind.in

If to the BRLM:

HEM SECURITIES LIMITED
904, A Wing, Naman Midtown, Senapati Bapat Marg,
Elphinstone Road, Lower Parel, Mumbai - 400013, Maharashtra, India.
E-mail: ib@hemsecurities.com
Attention: Mr. Prateek Jain

If to the Syndicate Members:

HEM FINLEASE PRIVATE LIMITED
CIN: U67120RJ1996PTC011799
Address: 203, Jaipur Tower, M I Road, Jaipur 302001, Rajasthan, India
Telephone: 141-4051000
Email: ib@hemsecurities.com
Website: www.hemsecurities.com
Contact Person: Mr. Ashok Soni
SEBI Registration Number: INZ000167734

13. GOVERNING LAW

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, including without limitation, the Companies Act, 2013 and the rules made thereunder, the Securities and Exchange Board of India Act, 1992 and the regulations and circulars issued thereunder (including the SEBI (ICDR) Regulations, 2018 as last

Sunkind India Limited Gurugram	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

amended by the SEBI (ICDR) (Amendment) Regulations, 2025 dated March 08, 2025, the SEBI (Underwriters) Regulations, 1993, the SEBI (Merchant Bankers) Regulations, 1992 as amended by the SEBI (Merchant Bankers) (Amendment) Regulations, 2025, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003), the Securities Contracts (Regulation) Act, 1956 and the Securities Contracts (Regulation) Rules, 1957, the Depositories Act, 1996, the Indian Contract Act, 1872, the Indian Stamp Act, 1899 (and applicable State stamp laws including the Rajasthan Stamp Act, 1998 and the Maharashtra Stamp Act, 1958, as applicable), the Prevention of Money Laundering Act, 2002, each as amended from time to time. Applicable stamp duty on this Agreement shall be borne and paid as per applicable State stamp laws.

14. DISPUTE RESOLUTION

14.1 In the event a dispute arises out of or in relation to or in connection with the validity, interpretation, implementation or alleged breach of this Agreement (the "**Dispute**"), the parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of seven days after the first occurrence of the Dispute, the parties (the "**Disputing Parties**") shall, by a notice in writing to each other, refer the Dispute to binding arbitration to be conducted in accordance with the provisions of the Arbitration Act.

14.2 Any reference of a Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement, the Banker to the Issue Agreement and the Underwriting Agreement (as applicable).

14.3 The arbitration shall be conducted as follows:

(i) all proceedings in any such arbitration shall be conducted and the arbitral award shall be rendered in the English language;

(ii) all Disputes shall be referred to or submitted to arbitration in Jaipur, Rajasthan, India;

(iii) the Disputing Parties shall co-operate in good faith to appoint a sole arbitrator to decide the Dispute. In the event the Disputing Parties are unable to appoint a sole arbitrator to decide the Dispute, the Company shall collectively appoint one arbitrator and the members of the Syndicate shall collectively appoint one arbitrator and the two arbitrators shall appoint the third or the presiding arbitrator. In the event that the members of the Syndicate or the Company fail to appoint an arbitrator or the arbitrators fail to appoint the third arbitrator as provided herein within 30 Working Days from the date of receipt of a request to do so or the two arbitrators fail to appoint the third arbitrator within 30 Working Days from the date of the last appointed arbitrator, such arbitrator(s) shall be appointed in accordance with the Arbitration Act, and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;

(iv) the arbitrators shall have the power to award interest on any sums awarded;

(v) the arbitration award shall state the reasons on which it was based;

(vi) the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;

(vii) the Disputing Parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitration tribunal;

(viii) the arbitrators may award to a Disputing Party its costs and actual expenses (including fees and expenses of its counsel);

(ix) the Disputing Parties shall co-operate in good faith to expedite, the conduct of any arbitral proceedings commenced pursuant to this Agreement; and

(x) subject to the foregoing provisions, the courts in Jaipur, Rajasthan shall have exclusive jurisdiction in relation to proceedings, including with respect to grant of interim relief, brought under the Arbitration Act.

15. CONFLICT OF INTEREST

Sunkind India Limited	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

The Company understand that the members of the Syndicate and their respective Affiliates (together, the "Group") are engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research). The members of each such Group and businesses within each such Group generally act independently of other members of their Group, both for their own account and for the account of clients. Accordingly, there may be situations where certain members of each such Group and/ or their clients either have or may in the future have interests, or take actions, which may conflict with the Company's interests. For example, each Group may, in the ordinary course of business, engage in trading in financial products or undertake other investment businesses for their own account or on behalf of other clients, including, but not limited to, trading in or holding long, short or derivative positions in securities, loans or other financial products of the Company or other entities connected with the Issue.

In recognition of the foregoing, the Company agree that each Group is not required to restrict its activities as a result of this Agreement, and that each member of the respective Groups may undertake any business activity without further consultation with or notification to the Company. Neither this Agreement, nor the receipt by a member of the Syndicate of confidential information nor any other matter shall give rise to any fiduciary, equitable or contractual duties (including without limitation any duty of trust or confidence) that would prevent or restrict its Group from acting on behalf of other customers or for its own account. Furthermore, the Company acknowledge that each of the members of the Syndicate and their respective Affiliates may have fiduciary or other relationships whereby the respective member of the Syndicate and its Affiliates may exercise voting power over securities of various persons, which securities may from time to time include securities of the Company, potential purchasers of Equity Shares or others with interests in respect of the Issue. The Company acknowledge that each of the members of the Syndicate and their respective Affiliates may exercise such powers and perform its other functions in connection with such fiduciary or other relationships without regard to the relationship of the respective member of the Syndicate to the Company under this Agreement. Furthermore, the Company agree that neither such Group nor any member or business of such Group is under a duty to disclose to the Company or use on behalf of the Company any information whatsoever about or derived from those activities or to account for any revenue or profits obtained in connection with such activities. However, consistent with each Group's long-standing practice to hold in confidence the affairs of its customers, each such Group will not disclose confidential information obtained from the Company in connection with the Issue except in connection with its services to, and its relationship with, the Company (except as provided under Section 8).

16. 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. The Parties will use their best reasonable efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

17. ASSIGNMENT

This Agreement shall be binding on and ensure to the benefit of the Parties and their respective successors. The Parties shall not, without the prior written consent of the other Parties, assign or transfer any of their respective rights or obligations under this Agreement to any other person, provided however, that the BRLM may assign or transfer its rights under this Agreement to an Affiliate without the consent of the other Parties. Any such person to whom such assignment or transfer has been duly and validly effected shall be referred to as a "**Permitted Assign**".

18. 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.

Sunkind India Limited	HEM FINLEASE PVT. LTD.	HEM SECURITIES LIMITED
Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

19. MISCELLANEOUS

In the event of any inconsistency between the terms of this Agreement and the terms of the Underwriting Agreement, the terms of the Underwriting Agreement shall prevail over any inconsistent terms of this Agreement, to the extent of such inconsistency.

The rights, obligations, representations, warranties, covenants and undertakings of each of the Parties under this Agreement shall be several, and not joint, and none of the Parties shall be responsible for any information, obligations, representations, warranties, acts or omissions of any other Party.

20. 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.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

For and on behalf of Sunkind India Limited (Issuer Company)	For and on behalf of Hem Finlease Private Limited (Market Maker/ Syndicate Member)	For and on behalf of Hem Securities Limited (Book Running Lead Manager)
Hanish Gupta (Managing Director) DIN: 02194659	Prateek Jain (Managing Director) DIN: 03518736	Prateek Jain (Managing Director) DIN: 03518736

Witness

Name: Abhishek Thakur **Address:** A-38/39, Flat No. B2, 2nd Floor, Delhi Road, Khanpur, Delhi-110080 **Signature**	**Name:** Ravi Gupta **Address:** 203, Jaipur Tower, M.I. Road, Jaipur-302001 **Signature**