

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

Sunkind India Limited	**Hem Securities Limited**

-1 JUN 2026

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खजानो वाला का रास्ता, जयपुर
ला. नं. 44/2012

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

This **Underwriting 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 Act, 2013, 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 SECURITIES LIMITED a Company incorporated under the Companies Act, 1956 bearing CIN U67120RJ1995PLC010390 and having its Registered Office situated at 203, Jaipur Tower, M. I. Road, Jaipur- 302001, Rajasthan, India and Corporate Office at 904, Naman Midtown, Wing A, Senapati Bapat Marg, Elphinstone Road, Lower Parel, Mumbai-400013, Maharashtra, India (hereinafter referred to as **"HSL"** or **"Underwriter"/ "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 **SECOND PART;**

(**The SIL and HSL** are hereinafter collectively referred to as the "Parties" and individually as a "Party" and **Hem Securities Limited** are hereinafter referred to as the "**Book Running Lead Manager" or "Underwriter"**).

WHEREAS:

(A) The Issuer Company proposes to issue upto **64,08,000** Equity Shares having face value of Rs. 10.00 each (the "Issue Shares"), at such Issue Price as determined by the Company in consultation with the BRLM on at the pricing date after the bidding period and which shall be set forth in the Red Herring Prospectus to be filed with the RoC in accordance with the Chapter IX of SEBI (ICDR) Regulations, 2018, as amended (as defined herein) and applicable Indian Securities Laws and to list its Equity Shares at SME Platform of National Stock Exchange Limited (**"NSE Emerge"**).

(B) The Equity Shares to be offered for allotment in this issue comprise a net issue to the public of upto **60,84,000** Equity Shares of the face value of Rs.10.00 each, at such Issue Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC and a reserved portion for the Designated Market Maker of up to **3,24,000** Equity Shares of the face value of Rs.10.00 each, at such Issue Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC.

(C) The Offering of Issue Shares shall be conducted through Book Building Issue as per the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as last amended by the SEBI (ICDR) (Amendment) Regulations, 2025 (notified on March 08, 2025) and as amended from time to time, read with the SEBI Master Circular for Issue of Capital and Disclosure Requirements and other applicable circulars/notifications issued by SEBI.

(D) The Issuer Company has obtained approval for the Issue pursuant to the Board resolution dated **July 13, 2026.** The Issuer Company has obtained shareholder's approval pursuant to Special Resolution under section 62(1)(c) of the Companies Act, 2013 at the Extra Ordinary General Meeting held on **July 20, 2026** which has collectively authorised the Issuer Company's Directors, or any other authorised representatives, for the purpose of the Offering, to issue and sign the Draft Red Herring Prospectus, Red Herring Prospectus & the Prospectus, this Agreement, the Memorandums of Understanding, any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Offering and to do all acts, deeds or things as may be required.

(E) The Company has appointed HSL, to manage the Issue as the Book Running Lead Manager and HSL has accepted the engagement in terms of their Issue Agreement dated **July 29, 2026**, as amended, subject to the terms and conditions set forth therein.

(F) HSL is a Registered Stock Broker/Trading Member of NSE having clearance no. 248 and SEBI Registration No. INZ000168034. The Market Maker to the Company, Hem Finlease Private Limited (**"HFPL"**) has been registered as a Market Maker with the SME Platform of NSE (**"NSE Emerge"**) and has received its registration confirmation from

Sunkind India Limited **(Issuer Company)**	**Hem Securities Limited** **(Book Running Lead Manager** **& Underwriter to the Issue)**
Hanish Gupta	**Prateek Jain**

the NSE vide NSE Code No. 11100. The Company has appointed Hem Finlease Private Limited as Market Maker for this Public Offer vide Market Making Agreement dated October 12, 2026.

(G) One of the requirements of issuing shares to the Public in accordance with the Chapter IX of the SEBI (ICDR) Regulations, 2018, as amended (including by the SEBI (Issue of Capital and Disclosure Requirements) (Amendment) Regulations, 2025 notified on March 08, 2025 and any subsequent amendments thereto) and 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% of the total Issue on their 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) (revised from fifty (50)) under Regulation 268; (ii) minimum application size of two lots aggregating not less than Rs. 2,00,000/-; (iii) the cap on Offer for Sale at twenty percent (20%) of the total issue size and 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 (fifty percent (50%) releasable after one year and the balance after two years from the date of allotment); and (v) the operating profit (EBITDA) eligibility criterion of Rs. 1 crore for at least two out of the three preceding financial years. Thus, HSL hereby agrees to underwrite 100.00% of the total issue.

(H) The Issuer Company has also approached HSL to act as the Underwriter for this Issue and therefore, HSL in effect underwrite 100% of the total Issue including the **"Market Maker Reservation Portion"**. HSL have accepted such proposal and confirmed that there is no conflict of interest arising from such transaction or arrangement.

(I) Hence, HSL and Company have therefore agreed to enter into this Agreement for underwriting and amongst the other things as required under Regulation 14 the Securities and Exchange Board of India (Underwriter) Regulations, 1993, as amended from time to time, read with Regulation 260 of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as last amended on March 08, 2025, and the SEBI (Merchant Bankers) Regulations, 1992, as amended by the SEBI (Merchant Bankers) (Amendment) Regulations, 2025.

(J) The Issuer Company has applied for approval letter for insertion of the name of the Exchange in the Offer Document for listing of its equity shares on the SME Platform of NSE, **"NSE Emerge"**.

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

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

"Allotment" shall mean the allotment of Equity Shares, pursuant to the Issue to the successful Bidders.

"Anchor Investor" means a Qualified Institutional Buyer, who applied under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus and who Bid for an amount of at least Rs. 2 Crores in accordance with Regulation 2(1)(c) of Chapter IX of the SEBI (ICDR) Regulations, 2018, as amended.

"Application" shall mean an indication to make an offer during the Application Period by a prospective bidder to subscribe to the Issue Shares at the Issue Price, including all revisions and modifications thereto.

"**Application Amount**" shall mean the amount at which the Bidder makes an application for the Equity Shares of our Company in terms of the Red Herring Prospectus.

"Application Form" shall mean the form, whether physical or electronic, used by a Bidder to make an application, which will be considered as the application for Allotment for purposes of this Red Herring Prospectus.

"**Applicant/ Bidder**" shall mean any prospective investor who has made an Application in accordance with the Red Herring Prospectus and the Application form.

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

Sunkind India Limited **(Issuer Company)** **Hanish Gupta**	**Hem Securities Limited** **(Book Running Lead Manager & Underwriter to the Issue)** **Prateek Jain**

"ASBA Account" means a Bank account maintained by an ASBA Applicant with a Self-Certified Syndicate Bank(s) **("SCSB")** which will be blocked by such SCSB to the extent of the Application Amount of the ASBA Applicant;

"ASBA Bidder/ ASBA Applicant" means any prospective investor of the Issue who applies for the Equity Shares of the Company through the ASBA facility;

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

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

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

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

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

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

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

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

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

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

"**Closing Date**" shall mean the date of allotment of the Issue Shares by the Company, in accordance with the Prospectus, which will not be later than 90 days after application opening date; provided that the allotment and listing of the Issue Shares shall be completed within the timelines stipulated under the SEBI (ICDR) Regulations, 2018 (as amended), the SEBI Master Circular for Issue of Capital and Disclosure Requirements (as amended) and the SEBI Circular bearing reference no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 09, 2023 read with SEBI Circular bearing reference no. SEBI/HO/CFD/TPD1/CIR/P/2023/184 dated December 04, 2023 mandating T+3 listing timeline (i.e. listing on the third working day from the Bid/ Issue Closing Date), unless otherwise mutually agreed in writing between the BRLM and the Issuer Company.

"**Companies Act**" shall mean the Companies Act, 2013 as notified and the Companies Act, 1956, to the extent applicable.

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

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

"Draft Red Herring Prospectus" shall mean a document prepared in accordance with the ICDR Regulations, which is filed with SME Platform of NSE (**"NSE Emerge"**);

Sunkind India Limited **(Issuer Company)**	**Hem Securities Limited** **(Book Running Lead Manager** **& Underwriter to the Issue)**
Hanish Gupta	**Prateek Jain**

"**Indemnified Party**" shall have the meaning given to such term in Clause 8 of this Agreement and shall be read and construed in context of the text to which it pertains.

"Individual Investors/ II's" shall mean the Investors (including HUFs applying through their karta, Eligible NRIs and Resident Individual Investors) who apply for minimum application size for two lots

"Issue" shall mean the issue of **64,08,000** Equity Shares of face value of Rs. 10.00 each fully paid up at such Issue Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC

"**Issue Agreement**" shall mean the Agreement dated **July 29, 2026** between the Issuer Company and the Book Running Lead Manager.

"**Issue Price**" means the final price at which the Equity shares will be allotted in terms of the Red Herring Prospectus and the Prospectus, as determined by our company in consultation with BRLM on the Pricing date in accordance with the Book – Building process and the Red Herring Prospectus.

"Issue Shares" means the Issuer Company proposes to Issue **64,08,000** Equity Shares having face value of Rs. 10.00 each, at such Issue Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC.

"**Market Maker**" shall mean any person who is registered as a Market Maker with the SME platform of NSE (**"NSE Emerge"**). Hem Finlease Private Limited "HFPL" shall be the Market Maker in the Issue.

"Market Maker Reservation Portion", shall mean the reserved portion of upto **3,24,000** Equity Shares of the face value of Rs. 10.00 each, at an Issue Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC.

"**Market Making Agreement**" shall mean the agreement dated **October 12, 2026** executed between the Company, HFPL and HSL, wherein HFPL obligations as the Market Maker for the Issue have been set out.

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

"Minimum Application Size" shall be two lots per application provided that the minimum application shall be above Rs. 2,00,000/- (Rupees Two Lakhs).

"**Net Issue**" The Issue of up to **60,84,000** Equity Shares of the face value of Rs. 10.00 each, at such Issue Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC.

"**Non-institutional Applicants/ NII's**" shall mean all Applicants that are not QIBs or Individual Investors and who have applied for Equity Shares for a minimum application size.

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

"**Offering Documents**" shall mean and include the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus as and when approved by the Board of Directors of the Company and filed with SME Platform of NSE (**"NSE Emerge"**).

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

"**Prospectus**" shall mean the Prospectus of the Company which will be filed with NSE/SEBI/ROC and others 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.

"Public Issue Account" shall mean account opened with the Banker to the Issue to receive monies from the SCSBS from the bank account of the ASBA applicant, on the designated date

"Qualified Institutional Buyers" or **"QIBs"** shall include Public Financial Institutions as specified in Section 2(72) of the Companies Act, 2013, Scheduled Commercial Banks, Mutual Funds, Foreign Portfolio Investors (other than individuals,

Sunkind India Limited (Issuer Company)	Hem Securities Limited (Book Running Lead Manager & Underwriter to the Issue)
Hanish Gupta	**Prateek Jain**

corporate bodies and family offices) registered with SEBI, Multilateral and Bilateral Development Financial Institutions, Venture Capital funds and Alternative Investment Funds registered with SEBI, State Industrial Development Corporations, Insurance Companies registered with the Insurance Regulatory and Development Authority of India (IRDA), Provident Funds with a minimum corpus of Rs. 25.00 Crores and Pension Funds with a minimum corpus of Rs. 25.00 Crores, National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India, Insurance funds set up and managed by army, navy or air force of the Union of India, Insurance funds set up and managed by the Department of Posts, India and systemically important non-banking financial companies.

"**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.

"**Red Herring Prospectus**" shall mean the offer document to be issued in accordance with Section 32 read with Section 26 of the Companies Act, 2013 and the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the provisions of the SEBI (ICDR) Regulations, 2018, as amended (the "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.

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

"**SEBI (ICDR) Regulations 2018**" shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended from time to time (including the amendments brought by the SEBI (Issue of Capital and Disclosure Requirements) (Amendment) Regulations, 2025 notified on March 08, 2025 and any subsequent amendments) read with the SEBI Master Circular for Issue of Capital and Disclosure Requirements (as amended from time to time) and as applicable to the Offering.

"SME Platform of NSE" ("NSE Emerge"). shall mean a trading platform of a recognised stock exchange having nationwide trading terminals permitted by the Board to list the specified securities issued in accordance with Chapter IX and includes a stock exchange granted recognition for this purpose but does not include the Main Board;

"**Stock Exchange**" shall mean National Stock Exchange of India Limited.

"Underwriter" shall mean **Hem Securities Limited (HSL)**

1.2 In this Agreement, unless the context otherwise requires:

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

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

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

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

e) references to this 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, supplemented or noted;

f) reference to any party to this Agreement or any other agreement or deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and, in any other case, include its successors or permitted assigns;

g) a reference to an article, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, section, paragraph or schedule of this Agreement;

h) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and

i) capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red Herring Prospectus/ Red Herring Prospectus and the Prospectus.

Sunkind India Limited **(Issuer Company)**	**Hem Securities Limited** **(Book Running Lead Manager** **& Underwriter to the Issue)**
Hanish Gupta	**Prateek Jain**

1.3 The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.

2. UNDERWRITING:

On the basis of the representations and warranties contained in this Agreement and subject to its terms and conditions, the Underwriter hereby agrees to underwrite and/ or procure subscription for the Issue shares in the manner and on the terms and conditions contained elsewhere in this Agreement and as mentioned below:

2.1 Following will be the underwriting obligations:

Name of Underwriter	No. of shares Underwritten	Amount Underwritten (Rs. in Lakh)	% of the Total Issue Size Underwritten
Hem Securities Limited (HSL)	Up to **64,08,000** Equity Shares	Will be determined in accordance with Book Building process as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018	100.00%

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

2.3 The Red Herring Prospectus & Prospectus in respect of the public issue shall be delivered by the Issuer Company to the ROC for registration in accordance with the provisions of the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the SEBI (ICDR) Regulations, 2018, each as amended from time to time, and the Red Herring Prospectus shall be filed with the ROC at least three working days prior to the Bid/ Issue Opening Date in compliance with Section 32(2) of the Companies Act, 2013 and the Prospectus shall be filed with the ROC after determination of the Issue Price, in any event prior to the date of opening of the Issue, and not later than the validity period of the observations issued by BSE on the Draft Red Herring Prospectus (i.e., twelve months from the date of issuance of in-principle approval, or such other period as may be prescribed by SEBI/BSE or such extended period(s) as the Underwriter may approve in writing, the time being the essence of this Agreement. The Issuer Company agrees that, if after filing of the Red Herring Prospectus or Prospectus with the ROC, any additional disclosures are required to be made in the interest of the investors in regard to any matter relevant to the Issue, the Company shall comply with such requirements as may be stipulated by NSE, SEBI, ROC or the Book Running Lead Manager and compliance of such requirements shall be binding on the Underwriter; provided that such disclosures shall not give a right to the underwriter to terminate or cancel its Underwriting obligations unless such subsequent disclosures are certified by NSE or SEBI as being material in nature and essential for the contract of Underwriting;

2.4 The Issuer Company shall make available to the Underwriter a minimum of 2 application forms forming part of abridged Prospectus and 1 copy of the Red Herring Prospectus or Prospectus for every 1 lakh of rupees and every 10 lakhs rupees of Underwriting accepted by the Underwriter. If the Underwriter desires to have more application forms, Red Herring Prospectus and Prospectus than specified, he must state its requirements which would then be considered as a condition for acceptance of this Underwriting Agreement. Thereafter, it is the responsibility of the Company to deliver to the Underwriter the accepted quantity of application forms, Red Herring Prospectus and Prospectus as soon as is filed with the ROC but in any case, not later than 3 working days prior to the date of opening of the public issue, proof of such delivery, should be retained by the Company. The application forms / Bid cum Application Forms shall mandatorily comply with the ASBA mechanism and the UPI process as prescribed by SEBI vide Circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 read with subsequent SEBI circulars and the SEBI Master Circular for Issue of Capital and Disclosure Requirements (as amended).

2.5 The subscription list for the public issue shall open not later than twelve months from the date of issuance of the in-principle approval letter by NSE under Regulation 246 of the SEBI (ICDR) Regulations, 2018, as amended, or such extended period(s) as the Underwriter may agree to in writing. The subscription list shall be kept open by the Company for a minimum period of 3 working days and if required by the Underwriter, the same may be kept open up to a maximum of 10 working days in accordance with Regulation 271 of the SEBI (ICDR) Regulations, 2018, as amended, failing which the Underwriter shall not be bound to discharge the underwriting obligations under this agreement.

2.6 All the applications made by any applicant except by Hem Finlease Private Limited "HFPL" in its **"OWN"** account shall be construed to be part of the **"Net Issue"** applications.

Sunkind India Limited **(Issuer Company)** **Hanish Gupta**	**Hem Securities Limited** **(Book Running Lead Manager** **& Underwriter to the Issue)** **Prateek Jain**

2.7 With regard to the Market Maker Reservation Portion, it is compulsory that the Market Maker i.e. HFPL subscribe to the specific portion of the Issue set aside as **"Market Maker Reservation Portion"** as it needs to be subscribed in its OWN account in order to claim compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, 2018, as amended. Accordingly, HFPL shall ensure that their portions of up to **3,24,000** Equity Shares are subscribed in its OWN account prior to the closure of the Issue.

2.8 In terms of para 2.7 above, HSL i.e. the Underwriter for the **"Net Issue"** shall be entitled to arrange for sub-underwriting of its underwriting obligation on its own account with any person or persons on terms to be agreed upon between them. Notwithstanding such arrangement, the Underwriter shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-Underwriter to discharge their respective sub-underwriting obligations, shall not exempt or discharge the Underwriter of its underwriting obligation under this agreement.

2.9 If the Net Issue of up to **60,84,000** Equity Shares is undersubscribed, HSL being the Underwriter for such portion shall be responsible to subscribe/ procure subscription to the unsubscribed shares. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1 above.

2.10 The said underwriting obligations for Underwriter in case of shortage in the respective portions shall be discharged in the manner mentioned below:

2.11 The Company shall within 10 days after the date of closure of subscription list communicate in writing to the Underwriter, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the Underwriter or subscription to be procured therefore by the Underwriter.

a) The Company shall make available to the Underwriter the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from the Issuer Company's auditors.

b) The Underwriter on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case within 60 days from the date of closure of the Issue, in the manner specified in clauses 2.8, 2.9 and elsewhere in this Agreement, make or procure the applications to subscribe to the shares/ debentures and submit the same together with the application moneys to the Company in its Escrow Account opened specifically for this Issue.

c) In the event of failure of the Underwriter to make the application to subscribe to the shares as required under clause (c) above, the Company shall be free to make arrangements(s) with one or more persons to subscribe to such shares without prejudice to the rights of the Company to take such measures and proceedings as may be available to it against the Underwriter including the right to claim damages for any loss suffered by the Company by reason of failure on the part of the Underwriter to subscribe to the shares as aforesaid.

2.12 The Company is free to quantify the damages up to a value of the shares not subscribed by the Underwriter in terms of its commitment under this Agreement.

3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITER:

3.1 **Net worth of the Underwriter:** The Underwriter hereby declares that it satisfies the net worth/ capital adequacy requirements specified under the SEBI (Underwriters) Rules and Regulations, 1993, as amended from time to time, or the bye-laws of the stock exchange of which the Underwriter is a member and that it is competent to undertake the underwriting obligations mentioned in Clause 2 hereinabove.

3.2 **Registration with the SEBI:** The Underwriter hereby declare that the Underwriter, being a Merchant Banker or a Stock Broker, is entitled to carry on the business as Underwriter without obtaining a separate certificate under the SEBI (Underwriter) Regulations 1993, as amended from time to time, framed under the SEBI Act, 1992.

3.3 The Underwriter confirms to the Issuer Company that it is responsible and liable to the Issuer Company for any contravention of the Securities and Exchange Board of India Act, 1992 and the rules or regulations made thereunder. The Underwriter further confirms that it shall abide by its duties, functions, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992 (as amended by the SEBI (Merchant Bankers) (Amendment) Regulations, 2025), the SEBI (Stock Brokers) Regulations, 1992, the SEBI (Underwriter) Regulations, 1993, the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 (as amended by the SEBI (ICDR) (Amendment) Regulations, 2025 dated March 08, 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, each as amended from time to time, and the SEBI Master Circular for Issue of Capital and Disclosure Requirements (as amended).

Sunkind India Limited **(Issuer Company)** **Hanish Gupta**	**Hem Securities Limited** **(Book Running Lead Manager** **& Underwriter to the Issue)** **Prateek Jain**

In addition to any representations of the Underwriter under the Registration of Documents filed with the SME Platform of NSE, the Underwriter(s) hereby represents and warrants that:

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

b) the signing and delivery of this Agreement and the compliance with this Agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Underwriter;

c) it will comply with all of its respective obligations set forth in this Agreement;

d) it shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of NSE with respect to Underwriting in general and Underwriting this Public Issue in specific;

e) it shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time;

f) that all actions required to be taken, fulfilled or things required to be done (including, but without limitation, the making of any filing or registration) for the execution, delivery and performance by the Underwriter of its obligations under this Agreement and performance of the terms thereof have been taken, fulfilled or done and all consents, authorizations, orders or approvals required for such execution, delivery and performance have been unconditionally obtained and remain in full force and effect;

g) unless otherwise expressly authorized in writing by the Issuer Company, neither the Underwriter nor any of its Affiliates nor any of its or their respective directors, employees or agents, has made or will make any verbal or written representations in connection with the Issue other than those representations made pursuant to the terms and conditions set forth in this Agreement or contained in the Offering Document(s) or in any other document, the contents of which are or have been expressly approved or provided for in writing for the Issue purpose by the Issuer Company.

3.4 The Underwriter acknowledges that it is under a duty to notify the Issuer Company and the SME Platform of NSE immediately in case it becomes aware of any breach of a representation or a warranty.

4. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY:

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

4.2 In addition to any representations of the Issuer Company under the Draft Red Herring Prospectus, Red Herring Prospectus/ Prospectus, the Issuer Company hereby represents and warrants that:

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

b) the signing and delivery of this agreement and the compliance with this agreement do not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Issuer Company.

c) it will comply with all of its respective obligations set forth in this Agreement.

d) it shall ensure compliance with the applicable laws and rules laid down by SEBI and the SME Platform of NSE with respect to the role of the Issuer Company in the Market Making process in general and Market Making process in the shares of the Issuer Company in specific.

e) it shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, stock exchanges and related associations from time to time.

f) the Issuer Company represents and undertakes that it complies with the SME IPO eligibility criteria specified under Chapter IX of the SEBI (ICDR) Regulations, 2018 (as amended by the SEBI (ICDR) (Amendment) Regulations, 2025), including, without limitation, the requirements relating to (i) operating profit (EBITDA) of not less than Rs. 1 crore for at least two out of the three immediately preceding financial years, (ii) the cap on the Offer for Sale at twenty percent (20%) of the total issue size, (iii) the restriction on each selling shareholder

Sunkind India Limited **(Issuer Company)**	**Hem Securities Limited** **(Book Running Lead Manager** **& Underwriter to the Issue)**
Hanish Gupta	**Prateek Jain**

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, (v) the minimum number of allottees being two hundred (200), (vi) the restriction on monitoring and use of issue proceeds, and (vii) all other applicable disclosure, lock-in and listing requirements as may be prescribed by SEBI from time to time, including any subsequent amendments to the SEBI (ICDR) Regulations, 2018 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

4.3 The Issuer Company acknowledges that it is under a duty to notify the Underwriter/ Book Running Lead Manager and the SME Platform of NSE immediately in case it becomes aware of any breach of a representation or a warranty.

5. REPRESENTATIONS AND WARRANTIES BY THE BOOK RUNNING LEAD MANAGER:

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

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

b) The signing and delivery of this Agreement and the compliance with this Agreement do not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Book Running Lead Manager.

c) It will comply with all of its respective obligations set forth in this Agreement.

d) It shall ensure compliance with the applicable laws and rules laid down by SEBI and the NSE with respect to the role of the Company in the Market Making process in general and Market Making process in the shares of the Issuer Company in specific.

e) It shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, the stock exchanges and related associations from time to time.

5.2 The Book Running Lead Manager acknowledges that it is under a duty to notify the Issuer Company and the SME Platform of NSE immediately in case it becomes aware of any breach of a representation or a warranty.

6. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS:

6.1 The several obligations of the Underwriter under this Agreement are subject to the following conditions:

a) Subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, the SME Platform of NSE (**"NSE Emerge"**) or any other governmental, regulatory or judicial authority, which in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to carry out the Underwriting Obligations.

b) Subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company and its subsidiaries, taken as a whole, which in the judgment of the BRLM, is material and adverse and that makes it, in the judgment of the BRLM, impracticable to market the Issue Shares or to enforce contracts for the sale of the Issue Shares on the terms and in the manner contemplated in the Offering Document(s).

c) If the Underwriter is notified or becomes aware of any such filing, communication, occurrence or event, as the case may be, that makes it impracticable to carry out its Underwriting obligations, it may give notice to the Issuer Company to the effect, with regard to the Issue Shares, and this Agreement shall terminate and cease to have effect, subject as set out herein.

d) The representations and warranties of the Issuer Company contained in this Agreement shall be true and correct on and as of the Bid/ Issue Closing Date and that the Issuer Company shall have complied with all the conditions and obligations under this Agreement and the Agreement for Issue Management dated July 29, 2026 on its part to be performed or satisfied on or before the Closing Date.

e) The Underwriter shall have received evidence satisfactory to it that the Equity Shares have been approved in-principle for listing on the SME Platform of the NSE and that such approvals are in full force and effect as of the Closing Date.

Sunkind India Limited **(Issuer Company)** **Hanish Gupta**	**Hem Securities Limited** **(Book Running Lead Manager** **& Underwriter to the Issue)** **Prateek Jain**

f) Prior to the Bid/ Issue Closing Date, the Book Running Lead Manager and the Issuer Company shall have furnished to the Underwriter such further information, certificates, documents and materials as the Underwriter shall reasonably request in writing.

6.2 If any condition specified in Section 5.1 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Underwriter(s) by written notice to the Issuer Company any time on or prior to the Issue Closing Date; provided, however, that this Section 5.2, Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 shall survive the termination of this Agreement.

7. FEES, COMMISSIONS AND EXPENSES:

7.1 In consideration of the underwriting obligations performed by the Underwriter, the Company shall pay the Underwriting Commission as per Schedule A in respect of the obligations undertaken by them. Such fee shall be paid to the Underwriter or such other persons as directed by the Underwriter from time to time. However, it may be noted that the rates or fees so agreed upon shall be subject to the ceiling prescribed under Section 40(6) of the Companies Act, 2013 read with Rule 13 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Articles of Association of the Issuer Company and applicable SEBI Regulations and circulars issued thereunder, each as amended from time to time and that the obligation to pay underwriting commission shall arise upon execution of this agreement irrespective of the fact whether there is any devolvement or no devolvement on the Underwriter towards under subscription.

7.2 The Company shall not bear any other expenses or losses, if any, incurred by the Underwriter in order to fulfil its Obligations, except for the fees/ commissions etc. mentioned in this Agreement.

8. INDEMNITY:

a) The Underwriter shall indemnify and keep indemnified the Issuer Company for its own account and on the account of its Affiliates and all the respective directors, officers, employees, duly authorised agents and Controlling Persons (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to the failure of underwriting obligations under this agreement and failure to perform as Underwriter. Provided, however, that the Underwriter will not be liable to the Issuer Company to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from the Issuer Company or due to bad faith or gross negligence or wilful misconduct, illegal or fraudulent acts, in performing the services under this Agreement by the Issuer Company. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings.

b) The Issuer Company shall indemnify and keep indemnified, the Book Running Lead Manager, the Underwriter and Market Maker for its own account and on the account of its Affiliates and all the respective directors, officers, employees, professionals, duly authorised agents and Controlling Persons (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus or omission or alleged omission there from of a material fact necessary in order to make the statements therein in light of the circumstances under which they were made not misleading, or which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the willful default or gross negligence on the part of the Issuer Company. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings. Provided however that the Issuer Company will not be liable to the Book Running Lead Manager, Underwriter and Market Maker to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from the Underwriter or due to bad faith or gross negligence or wilful misconduct, illegal or fraudulent acts, in performing the services under this Agreement by the Underwriter.

c) The indemnity provisions contained in this Clause 8 and the representations, warranties and other statements of the Issuer Company, the Book Running Lead Manager and the Underwriter contained in this Agreement shall remain operative and in full force and effect regardless of (i) termination of this Agreement, (ii) any investigation made by or on behalf of the Underwriter or its directors, officers, employees, agents and representatives, or by or on behalf of the Issuer Company, its respective officers or directors or any Affiliate or person Controlling the Company and (iii) acceptance of and payment for any of the Equity Shares.

Sunkind India Limited **(Issuer Company)**	**Hem Securities Limited** **(Book Running Lead Manager** **& Underwriter to the Issue)**
Hanish Gupta	**Prateek Jain**

9. TERMINATION:

9.1 This agreement shall be in force from the date of execution until the allotment of securities in this issue and fulfilment of the obligations of the Underwriter as set out in this agreement.

9.2 Notwithstanding anything contained herein, the Underwriter/ Book Running Lead Manager shall have the option of terminating this Agreement by giving a notice in writing to the Issuer Company, to be exercised by it at any time prior to the opening of the Issue as notified in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus under any or all of the following circumstances-

i. if any representations/ statements made by the Issuer Company to the Underwriter/Book Running Lead Manager and/or in the application forms, negotiations, correspondence, the Prospectus or in this letter are or are found to be incorrect;

ii. a complete breakdown or dislocation of business in the major financial markets, affecting the cities of Kolkata, Mumbai, Chennai, New Delhi;

iii. declaration of war or occurrence of insurrection, civil commotion or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Mumbai, Chennai, New Delhi;

iv. there shall have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the assets, liabilities, earnings, business, prospects, management or operations of the Issuer Company, whether or not arising in the ordinary course of the business that, in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable or inadvisable to market the Equity Shares on the terms and conditions and in the manner contemplated in the Offering Document(s) and this Agreement.

v. the Book Running Lead Manager may terminate this Agreement with immediate effect, which in view of the Book Running Lead Manager, affects the ability of the Underwriter to carry out its obligations or negatively affects the goodwill of the Issuer Company, provided that such termination shall take occur only after receipt of the written consent of the Issuer Company by the Book Running Lead Manager.

9.3 Notwithstanding anything contained in clause 9.1 above, in the event of the Issuer Company failing to perform all or any of the covenants within time limits specified wherever applicable under this letter of underwriting, the Underwriter/ Book Running Lead Manager shall inform the Issuer Company with adequate documentary evidence of the breach/non-performance by Registered post/Speed post and acknowledgment obtained therefore, whereupon the Underwriter shall be released from all or any of the obligations required to be performed by it.

9.4 The provisions of Clauses 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 shall survive the termination of this Agreement.

10. NOTICES:

Any notice or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, (b) sent by tele facsimile or other similar facsimile transmission, (c) or sent by registered mail, postage prepaid, address of the Party specified in the recitals to this Agreement, or to such fax number as may be designated in writing by such Party. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause 10 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by tele facsimile or similar facsimile transmission, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

11. CHANGE IN LEGAL ENVIRONMENT:

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

Sunkind India Limited **(Issuer Company)** **Hanish Gupta**	**Hem Securities Limited** **(Book Running Lead Manager & Underwriter to the Issue)** **Prateek Jain**

12. TIME IS THE ESSENCE OF AGREEMENT:

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

13. SEVERAL OBLIGATIONS:

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

14. MISCELLANEOUS:

The Agreement shall be binding on and ensure to the benefit of the Parties hereto and their respective successors. The Underwriter shall not assign or transfer any of its rights or obligations under this Agreement or purport to do so without the consent of the Issuer Company. The Issuer Company shall not assign or transfer any of its rights or obligations under this Agreement or purport to do so without the consent of the Underwriter.

15. GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, including without limitation the Companies Act, 2013 and the rules framed thereunder, the Securities and Exchange Board of India Act, 1992 and regulations/circulars made thereunder (including the SEBI (ICDR) Regulations, 2018, the SEBI (Underwriter) Regulations, 1993, the SEBI (Merchant Bankers) Regulations, 1992, the SEBI (LODR) Regulations, 2015, the SEBI (PIT) Regulations, 2015 and the SEBI (PFUTP) 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 the 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. The Parties shall pay applicable stamp duty on this Agreement in accordance with the applicable stamp laws of the State where this Agreement is executed.

16. ARBITRATION:

Reference to arbitration - Any dispute arising out of this Agreement between the Underwriter and the Company shall be referred to the Arbitration Committee constituted by the National Stock Exchange of India Limited (**"NSE Emerge"**) in which the shares/ debentures are to be listed and the decision of the Arbitration Committee shall be final and binding on both the parties.

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

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

17. AMENDMENT:

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

18. 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.

Sunkind India Limited **(Issuer Company)** **Hanish Gupta**	**Hem Securities Limited** **(Book Running Lead Manager** **& Underwriter to the Issue)** **Prateek Jain**

19. 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.

20. CUMULATIVE REMEDIES:

The rights and remedies of each of the Parties and each indemnified person under Sections 7 and 8 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

21. ILLEGALITY:

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

22. ASSIGNMENT:

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

The undersigned hereby certifies and consents to act as Underwriter to the aforesaid Offering and to their name being inserted as Underwriter in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus which the Issuer Company intends to issue in respect of the proposed Offering and hereby authorize the Issuer Company to deliver this Agreement to SEBI and the SME Platform of National Stock Exchange of India Limited (**"NSE Emerge"**).

In witness whereof, the Parties have entered into this Agreement on the date mentioned above.

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

Witness

Name: Abhishek Thakur **Address:** A-33/39, Flat No. 02, 2nd Floor, Deoli Road, Khampur, Delhi-110080 Abhishek **Signature**	**Name:** Ravi Gupta **Address:** 203, Jaipur Tower, M.I. Road, Jaipur - 302001 Rgupta **Signature**

SCHEDULE A

FEES, COMMISSIONS AND EXPENSES

- The Company shall pay to HSL Underwriting Commission as per the engagement letter December 04, 2024.
- All the above-mentioned fees are exclusive of applicable taxes.
- Further, if the Company decides to discontinue the work during the tenure of the assignment and the Company appoints any other intermediary, then the Company would be liable to pay the entire mandate fees to Hem Securities Limited.

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

Witness

Name: Abhishek Thakur Address: A-38/39, Flat No. B2, 2nd Floor, Deoli Road, Khanpur, Delhi -110062 Signature	Name: Ravi Gupta Address: 203, Jaipuri Tower, M.I. Road, Jaipur - 302001 Signature