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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL57886212345632Y
Certificate Issued Date	:	20-Jul-2026 03:10 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF21718161005996Y
Purchased by	:	RAM KUMAR
Description of Document	:	Article 5 General Agreement
Property Description	:	UNDERWRITER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	POOJA LOGISTICS LIMITED
Second Party	:	SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED AND OTHERS
Stamp Duty Paid By	:	POOJA LOGISTICS LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

THIS STAMP PAPER FORMS AN INTEGERAL PART OF THE UNDERWRITING AGREEMENT EXECUTED BETWEEN POOJA LOGISTICS LIMITED ("ISSUER COMPANY", "THE COMPANY") AND SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED ("BOOK RUNNING LEAD MANAGER', "BRLM", "UNDERWRITER TO THE ISSUE-1") AND TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED ("UNDERWRITER TO THE ISSUE-2")

Pooja Logistics Limited 4, Community Centre Ind. Area

Corporate Advisors Pv. Authorised Signatory

Capital Services Private Limited NOIDA

UNDERWRITING AGREEMENT

FOR INITIAL PUBLIC ISSUE OF

POOJA LOGISTICS LIMITED

AMONGST

POOJA LOGISTICS LIMITED

(formerly known as "Pooja Logistics Private Limited")

(Issuer Company)

AND

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED

(Book Running Lead Manager and Underwriter to the Issue)

AND

Turnaround Corporate Advisors Private Limited

(Co-Underwriter)

DATED: 30TH JULY, 2026

UNDERWRITING AGREEMENT

THIS UNDERWRITING AGREEMENT is made at New Delhi on 30th July, 2026, and entered into by and amongst:

POOJA LOGISTICS LIMITED (formerly known as "Pooja Logistics Private Limited"), a Company incorporated under the Companies Act, 1956 and having its Registered Office at 4, Community Centre, Industrial Area, Lawrence Road, Delhi 110035 **(hereinafter referred to as "Pooja Logistics Limited", "PLL" or "Issuer Company")** which expression shall, unless it be repugnant the context or meaning thereof be deemed to mean and include its successor; and permitted assigns, of the **FIRST PART**;

AND

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, bearing Corporate Identity Number (CIN): U60300DL2011PLC228491 SEBI Registration Number INM000012537, having its Registered Office at A-25, Basement, Sector-64, Noida – 201301, Uttar Pradesh, India (hereinafter referred to as **"SICSPL"**, **"BRLM"**, or **"Book Running Lead Manager" or "Underwriter"**), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**.

AND

TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED a Company incorporated under the Companies Act, 2013, bearing Corporate Identity Number (CIN): U74140DL2015PTC278474 and SEBI Registration Number INM000012290 having its registered office at 614, Vishwadeep Building, Plot No. 4 District Centre, Janakpuri A-3, West Delhi 110058, India (hereinafter referred to as "TCAPL" or "Co-**Underwriter**") 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**;

In this Agreement: (i) Share India Capital Services Private Limited is referred to as the "BRLM", "Book Running Lead Manager", or "Underwriter"; (ii) Turnaround Corporate Advisors Private Limited is referred to as "Co-Underwriter"; and (iii) Underwriter and Co-Underwriter are collectively referred to as the "Underwriters" and individually as an "Underwriter".

WHEREAS:

(a) The Issuer Company **POOJA LOGISTICS LIMITED** proposes to make an Initial Public Issue of up to **38,46,000** Equity Shares for cash at a price of Rs. [•] per Equity Share (including a share premium of Rs. [•] per Equity Share), aggregating to Rs. [•] Lakhs (the **"Issue"**), comprising Fresh issue of up to **38,46,000** Equity Shares aggregating to Rs. [•] Lakhs (the **"Fresh Issue"**).

a) The Shares to be issued for allotment in this Issue comprise Market Maker Reservation Portion Up to 1,98,000 Equity Shares of Rs. 10/- (Rupees Ten Only) each (the "**Market Maker Reservation Portion**") and net Issue to the public Up to 36,48,000 Equity Shares (The "**Net Issue**", Collectively the "**Issue**"). The net Issue to the public shall comprise of the Issue to QIB, Non-Institutional Applicants, and Retail Individual Applicants.

b) The Public Issue shall be conducted through Book Building method/process, pursuant to which the shares are to be Issued at the Issue price of Rs. [•]/-per share.

c) The Issuer Company has obtained approval for the Issue pursuant to the Board Resolution dated August 22, 2025. The Issuer Company passed a Special Resolution under Section 62(1)(c) of the Companies Act, 2013, at the Extraordinary General Meeting (EGM) held on **August 23, 2025**, authorising the Directors, or any other authorised representative, to issue and sign the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus, this Agreement, and all other writings required in pursuance of the Issue.

d) This Agreement supersedes and replaces the Underwriting Agreement dated **August 25, 2025** executed between the Issuer and Share India Capital Services Private Limited in relation to the Issue. From the Effective Date, the rights and obligations of the Parties with respect to the subject matter hereof shall be governed exclusively by this Agreement.

e) One of the requirements of issuing shares to the Public in accordance with the Chapter IX of the SEBI ICDR Regulations, 2018, as specified in Regulation 260 of the said Regulations is that the Issue/Issue shall be 100% underwritten and the Book Running Lead Manager shall underwrite at least 15% of the Issue Size on their own account(s). SICSPL being the Book Running Lead Manager to the Issue shall underwrite such portion required as per these regulations.

f) SICSPL, the BRLM and in its capacity as Underwriter along with the Issuer approached Co-Underwriter to also act as an underwriter in respect of the Issue. Underwriter and Co-Underwriter have agreed to underwrite 50% (Fifty per cent.) each of the issue, on a several basis, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In addition to the defined terms contained elsewhere in this Agreement, the following expressions shall have the meanings assigned to them below:

"Affiliate" with respect to a specified Person, means any other Person (a) directly or indirectly controlling, controlled by, or under common control with such specified Person; or (b) who is a Relative of such Person or of their Affiliate. For purposes of this definition, "controlling", "controlled by", or "under common control with" mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" shall have the meaning given to it in the preamble.

"Allotment" Unless the context otherwise requires, allotment of Equity Shares pursuant to the Fresh Issue to the successful Bidders.

"Applicant" means any prospective investor who has made an application in accordance with the Draft Red Herring Prospectus, Red Herring Prospectus, and/or the Prospectus.

"Application" means an indication, during the Application Period, by a prospective investor to subscribe to the Issue Shares at the Issue Price, including all revisions and modifications thereto.

"Application Amount" means the Issue Price indicated in the Application Form and payable by an Applicant upon submission of the Application.

"Application Form" means the form in terms of which the Applicant shall make an Issue to subscribe to the Issue Shares.

"Banker Agreements" means the agreement(s) entered into, or to be entered into, by and among the Issuer Company, the BRLM, the Registrar, and the Bankers to the Issue.

"Banker to the Issue" means the bank appointed as the Public Issue Bank and Sponsor Bank, with which the Public Issue Account of the Company is to be opened, and which shall also act as Sponsor Bank to manage the UPI payment mechanism for the Issue, in terms of the Bankers to the Issue Agreement and SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019.

"BRLM" means the Book Running Lead Manager to the Issue, being Share India Capital Services Private Limited.

"Business Day" means a day on which the principal commercial banks in New Delhi are open for business during normal banking hours.

"Companies Act" means the Companies Act, 1956 and/or the Companies Act, 2013, as applicable, and as amended from time to time.

"Control / Controlling / Controlled by" shall have the same meaning as prescribed to the term "control" under the SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011, as amended.

"Controlling Person(s)" means, with respect to a specified Person, any other Person who controls such specified Person.

"Designated Stock Exchange" shall mean SME Platform of National Stock Exchange of India Limited ("NSE Emerge").

Logistics Limited New Delhi

Turnaround Corporate Advisors Pvt Ltd Authorised Signatory

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"Draft Red Herring Prospectus (DRHP)" means the Draft Red Herring Prospectus to be filed with the Designated Stock Exchange in accordance with Section 26 read with Section 32 of the Companies Act, 2013, for obtaining in-principle approval.

"Escrow Account" means the escrow account opened, or to be opened, by the Issuer Company with a designated Escrow Collection Bank to collect subscription monies pursuant to this Issue.

"Indemnified Party" shall have the meaning given to it in Clause 10 of this Agreement.

"Indemnifying Party" shall have the meaning given to it in Clause 10 of this Agreement.

"Individual Bidder(s) or Individual Investor(s) or II(s) or IB(s)" Individual Bidders, submitting Bids, who applies 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).

"Issue" means the issue of up to **38,46,000** Equity Shares of face value Rs. **10.00** each at an Issue Price of Rs. [•] per share (including a premium of Rs. [•] per share), aggregating to Rs. [•] Lakhs, in accordance with Chapter IX of the SEBI (ICDR) Regulations, 2018.

"Issue Amount" means the product of the Issue Price and the total number of Equity Shares allotted pursuant to this Issue, including any over-allotment for round lots, if any.

"Issue Agreement" means the agreement dated **August 25, 2025,** between the Issuer Company and the BRLM.

"Issue Document(s)" means and includes the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus, and Application Form, as approved by the Board of Directors of the Issuer Company and filed with the Designated Stock Exchange.

"Issue Shares" means up to **38,46,000** Equity Shares of face value Rs. 10.00 each, proposed to be issued by the Issuer Company in accordance with Chapter IX of the SEBI (ICDR) Regulations, 2018.

"Market Maker Reservation Portion" means the portion of the Issue reserved for Designated Market Makers, comprising up to 1,98,000 Equity Shares of face value Rs. 10.00 each at the Issue Price of Rs. [•] per Equity Share.

"Material Adverse Effect" means, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), earnings, business, management, operations, or prospects of the Company, taken as a whole.

"Non-Institutional Applicants" means all Applicants other than QIBs or Retail Applicants who have applied for Equity Shares for an amount exceeding Rs. 2,00,000/-.

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

"**Pay-in Period**" The period commencing on the Bid/Issue Opening date and extended till the closure of the Anchor Investor Pay-in-Date.

"**Prospectus**" means the Prospectus to be filed with the Designated Stock Exchange, SEBI, and the Registrar of Companies in accordance with Section 26 read with Section 32 of the Companies Act, 2013.

"**Public Issue Account**" The 'no-lien' and 'non-interest bearing' account to be opened in accordance with Section 40(3) of the Companies Act, 2013, with the Public Issue Account Bank(s) to receive money from the Escrow Account(s) and from the ASBA Accounts on the Designated Date.

"**Qualified Institutional Buyers (QIBs)**" Qualified institutional buyers as defined under Regulation 2(1) (ss) of the SEBI (ICDR) Regulations.

"**SEBI**" means the Securities and Exchange Board of India.

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

"**Sponsor Bank**" means the bank appointed by the Company, in consultation with the BRLM, in accordance with SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, to act as conduit between the Designated Stock Exchange and NPCI for pushing mandate collect requests and/or payment instructions of retail investors into the UPI.

"**Stock Exchange**" means the Designated Stock Exchange as specified in the Red Herring Prospectus/ Prospectus.

"**Underwriter" or "BRLM" or "Book Running Lead Manager**" means "Share India Capital Services Private Limited" or "SICSPL".

"**Co-Underwriter" or "TCAPL**" means Turnaround Corporate Advisors Private Limited.

"**Underwriters**" means, collectively, Underwriter and Co-Underwriter, and "Underwriter" means any one of them.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

(a) Words denoting the singular shall include the plural and vice versa.

(b) Headings are included for convenience only and shall be ignored for the purpose of interpretation.

(c) References to "include" or "including" shall be construed without limitation.

(d) A reference to this Agreement or any other agreement, deed, or instrument shall be construed as a reference to such document as it may be amended, varied, supplemented, or replaced from time to time.

(e) A reference to a Party shall, in the case of an individual, include his or her legal heirs, executors, or administrators, and in any other case, its successors or permitted assigns.

(f) A reference to an article, section, paragraph, or schedule is a reference to an article, section, paragraph, or schedule of this Agreement.

(g) A reference to a document includes an amendment or supplement to, or replacement or novation of, that document.

(h) Capitalised terms used but not defined herein shall have the meanings given to them in the Draft Red Herring Prospectus/Red Herring Prospectus/ Prospectus.

2. UNDERWRITING

On the basis of the representations and warranties contained in Clause 4 and subject to the terms and conditions hereof, the Underwriters hereby agrees to underwrite the shares of **POOJA LOGISTICS LIMITED** in the manner and on the terms set out below.

2.1 Underwriting Obligations

Details of Underwriters	No. of Equity Shares Underwritten	Amount Underwritten (in Rs. Lakhs)	% of Total Issue Size Underwritten
Share India Capital Services Private Limited A-25, Basement, Sector-64, Noida – 201301, Uttar Pradesh, India Tel: +91-0120-6483000 **Website: www.shareindia.com** **SEBI Registration: INM000012537** **CIN: U65923UP2016PTC075987** **In case of a notice to SICSPL:** **Contact Person: Mr. Kunal Bansal** Email: kunal.bansal@shareindia.co.in Investor Grievance: mb@shareindia.com	**Up to 19,22,400]**	**[•] Rs. Lakhs**	**Up to [49.98]%**
Turnaround Corporate Advisors Private Limited 614, Vishwadeep Building, Plot No. 4 District Centre, Janakpuri A-3, West Delhi 110058, India | Tel: +91 82873 56934 **Website:** https://tcagroup.in/ **SEBI Registration: INM000012290** **CIN: U74140DL2015PTC278474** **In case of a notice to TCAPL:** **Contact Person: Mr. Rajveer Singh**	**Up to 19,23,600]**	**[•] Rs. Lakhs**	**Up to [50.02]%**

Email: ipo@tcagroup.in			

The parties agree that the Underwriters shall be severally entitled for sub-underwriting of its underwriting obligations on its "OWN" account with any person or persons including its affiliates on terms to be agreed upon between them. Notwithstanding such arrangements, the Underwriter shall be primarily responsible for sub-underwriting obligations, and such sub- underwriting arrangement shall not exempt or discharge, the Underwriter of his underwriting obligation under this agreement.

2.2 The Company shall before delivering to the Registrar of Companies (herein after referred as "ROC") shall take written confirmation from Underwriters and make available to the Underwriters a copy of prospectus, which shall be modified in the light of the observations made by NSE EMERGE while issuing the in-principal approval letter. The Underwriters shall before be executing its obligation under this agreement satisfy itself with the terms of the issue/offer and other information and disclosure contained therein.

2.3 The Red Herring prospectus or Prospectus in respect of public issue/offer shall be delivered by the company to the ROC for registration in accordance with the provisions of the Companies Act, 2013 to the extent applicable within such extended period(s) as the Underwriters may approve in writing, the time being the essence of this Agreement. The Company agrees that, if after filing of the prospectus with the ROC any additional disclosures are required to be made in the interest of the investors in regard to any matter relevant to the Issue, it shall incorporate the same in the prospectus along with such requirements as may be stipulated by the SME Platform of Nation Stock Exchange of India Limited, SEBI or the Book Running Lead Manager and compliance of such requirements shall be binding on the Underwriters; provided that such disclosures are certified by NSE EMERGE and SEBI as being material in nature and for the purpose of the contract of underwriting; the question whether or not such subsequent disclosures are material in nature, the decision of SME Platform of Nation Stock Exchange of India Limited or SEBI shall be final and binding on both the parties.

The Company shall make available to the Underwriters a minimum of two application forms forming part of abridged prospectus and one copy of the Red Herring prospectus.

The subscription list for the public issue shall open not later than three months from the date of this agreement or such extended period(s) as the Underwriters 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 Underwriters, the same shall be extended for maximum permissible period, failing which the Underwriters shall not be bound to discharge the underwriting obligations under this agreement.

The application bearing the stamp of the Underwriter or as the case may be the sub-underwriter whether made on their own behalf or otherwise shall be treated in the same manner as the applications received directly from the members of the public and, in the event of the issue/offer being oversubscribed, such applications shall be treated on par with those received from the public and under no circumstances, the application bearing the stamp of the Underwriter or the sub-underwriter shall be given any preference or priority in the matter of allotment of the Issued Shares.

The Underwriters for the "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, Underwriters shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-underwriter to discharge its respective sub-underwriting obligation shall not exempt or discharge the Underwriters of his underwriting obligation under this agreement.

If the Issue of up to 38,46,000 equity shares (including Market Maker portion) is undersubscribed, Underwriters shall be solely responsible to subscribe/procure subscription to the unsubscribed shares.

If the Net Issue is undersubscribed, the Underwriters for such portion shall be severally and not jointly responsible to subscribe/ procure subscription to the unsubscribed shares, in the proportion of their underwriting obligations. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1 above.

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

The Company shall within 02 days after the date of closure of subscription list communicate in writing to the respective Underwriter, the total number of shares remaining unsubscribed, the number of shares required to be taken up by each Underwriter or subscription to be procured therefore by each Underwriter.

The Company shall make available to the Underwriters, the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from Independent Chartered Accountant.

The Underwriter, upon being satisfied as to the extent of its underwriting obligation, shall, immediately and within such time as may be prescribed following receipt of the communication referred to in sub-clause (a) above, and in the manner specified in this Agreement, either subscribe to the shares itself or procure applications from investors to subscribe to the shares. The Underwriter shall submit such applications, together with the requisite application monies, to the Company by depositing the same into the Escrow Account opened specifically for this Issue.

In the event of failure of the Underwriter to make the application to subscribe to the shares as required under clause (c) above, the Company shall be free to make arrangements with one or more persons to subscribe to such shares.

In case of breach of contract, the maximum liability of the Underwriters is the accrued fees of underwriting which the Underwriters have received towards its underwriting obligations.

3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITERS

Each of the Underwriter hereby, severally and not jointly, makes the following representations, warranties, declarations, covenants, undertakings and agreements to the Issuer as of the date of this Agreement that:

3.1 Net Worth. Each Underwriter severally declares that it satisfies the net worth and capital adequacy requirements specified under the SEBI (Merchant Bankers) Regulations, 1992, including the liquid net worth requirements prescribed under Regulation 22B(2) thereof, and further confirms that its aggregate underwriting obligations under all agreements at any point of time do not exceed twenty (20) times its liquid net worth, as required under Regulation 22B(2) of the SEBI (Merchant Bankers) Regulations, 1992. The Underwriter further confirms that it is competent to undertake the underwriting obligations set out in Clause 2 of this Agreement.

3.2 SEBI Registration.

Each of the Underwriter hereby confirm that SEBI has granted to it a certificate of registration to act as an underwriter in accordance with the Securities and Exchange Board of India (Merchant Bankers) Regulations,1992, as amended, SEBI (Underwriter) Regulations or the Securities and Exchange Board of India (Stock-brokers and Sub-brokers) Regulations, 1992 as amended, as applicable and such certificate is valid and in existence as of the date of this Agreement and that such Underwriter is entitled to carry on business as an underwriter under the SEBI Act, 1992 as amended.

3.3 Each Underwriter confirms that it shall be severally responsible and liable to the Company for any contravention of the SEBI Act, or the rules or regulations framed thereunder, and that it shall abide by its duties, functions, responsibilities, and obligations under the SEBI (Merchant Bankers) Regulations, 1992 and the SEBI (Underwriters) Regulations 1993 including the mandatory underwriting obligations under Regulation 260 thereof, as amended from time to time.

3.4 In addition to any representation of the Underwriting Agreement or the Registration Documents filed with the NSE EMERGE, the Underwriters hereby represents and warrants that:

(a) It has taken all necessary actions to authorise the signing and delivery of this Agreement.

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

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

(d) It shall ensure compliance with the applicable laws and rules prescribed by SEBI and the Designated Stock Exchange with respect to underwriting.

(e) It shall follow fair trade practices and abide by the code of conduct and ethical standards specified by SEBI, the Stock Exchange, and other relevant associations from time to time.

3.5 The Underwriters acknowledges their duty to notify the Designated Stock Exchange immediately upon becoming aware of any breach of a representation or warranty given by it under this Agreement.

4. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

The Issuer Company represents, warrants, and undertakes to the Underwriters, as of the date hereof and as of the Closing Date, as follows:

4.1. The Issuer Company has been duly incorporated and is validly existing as a public limited company under the laws of the Republic of India and no steps have been taken or proposed to be taken for its winding up, liquidation or receivership under the laws of the Republic of India and has all requisite corporate power and authority to own, operate and conduct its business as described in the Issue Documents and to enter into and perform its obligations under each of the Issue Documents. The Issuer Company is duly qualified or licensed to transact business in each jurisdiction in which it operates, except to the extent that a failure to be so would amount to a Material Adverse Change.

4.2. The Company warrants that all consents, sanctions, clearance, approvals, permissions, licenses, etc., in connection with the public issue as detailed in the prospectus or required for completing the prospectus have been obtained or will be obtained and the same shall remain effective and in force until the allotment of all the shares are completed.

4.3. The Issuer has taken all necessary actions to authorize the signing and delivery of this agreement.

4.4. The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Issuer.

4.5. The Issuer will comply with all of its respective obligations set forth in this Agreement.

4.6. The Issuer shall ensure compliance with the applicable laws and rules laid down by the SEBI and the Designated Stock Exchange.

4.7. The Issuer 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.

4.8. The Issuer acknowledges that it is under a duty to notify the Underwriters and designated stock exchange immediately in case it becomes aware of any breach of a representation or warranty.

4.9. The Draft Red Herring Prospectus/ Red Herring Prospectus/Prospectus did not contain and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4.10. The Company has been duly incorporated and is valid under the laws of the Republic of India and has the corporate power and authority to enter into and perform its obligations under this Agreement and the Bankers to the Issue Agreement. The Company is duly qualified or licensed to transact business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the conduct of its business requires it to be so qualified.

4.11. Except as described in the Issue Documents, no filling with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency, including, but not limited to the RBI is necessary or required for the performance by the Company of its obligations under this Agreement or the Bankers to the Issue Agreement, in connection with the offering, issuance sale or delivery of the Equity Shares hereunder or in connection with the consummation of the transactions contemplated by this Agreement and the Bankers to the Issue Agreement, except such as have been already obtained.

4.12. This Agreement has been duly authorized, executed and delivered by and is valid and legally binding obligations of, the Company, enforceable against the Company in accordance with their respective terms.

4.13. The Equity Shares conform in all material respects to the descriptions thereof contained in the Issue/Issue Documents.

4.14. The Company has an authorized capital as set forth in the Issue Documents, and all of the issued equity shares of the Company have been duly authorized and are validly issued and fully paid and are not subject to any pre-emptive or similar rights; except as described in or expressly contemplated by the Issue Documents, there are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock of the Company, any such convertible or exchangeable securities or any such rights, warrants or options.

4.15. The Equity Shares have been duly authorized for issuance and sale and when delivered in accordance with the terms of this Agreement, the Draft Red Herring Prospectus and the Red Herring Prospectus/ Prospectus, will be validly issued and fully paid. The issuance of the Equity Shares will not be subject to any option, warrant, put, call, pre-emptive right, right of first refusal or other right to acquire or purchase any such Equity Shares other than pursuant to this Agreement, and the Equity Shares to be issued are not, and at the Closing Date, will not be, except as disclosed in the Prospectus, subject to any restrictions on transfer, including, without limitation, any lock-up, standstill or other similar agreements or arrangements.

4.16. Except as described in the Issue Documents, under current Indian law, there are no limitations on the rights of holders of the issued equity shares of the Company or the Equity Shares to hold or vote or transfer their respective securities.

4.17. Except as described in the Issue Documents no approvals of any governmental or regulatory authorities are required in India (including any foreign exchange or foreign currency approvals) in order for the Company to pay dividends declared by the Company to the holders of Equity Shares.

4.18. The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, will not contravene any provision of applicable law or the constitutive or charter documents of the Company. No consent, approval, authorization, filling or order of, or qualification with, any governmental or regulatory body, agency or court is required for the performance by the Company of its obligations under, or for the consummation of the transactions contemplated by, this Agreement or in relation to the issuance or the sale of the Equity Shares in accordance with this Agreement, except such as may be required by SEBI or by designated stock exchange, in connection with the Issue and except such as have been obtained and are in full force and effect. All authorizations or approvals necessary for the performances by the Company of its obligations under, or for the consummation of the transactions contemplated by, this Agreement and the Bankers to the Issue Agreement or in relation to the issuance or the sale of the Equity Shares in accordance with this Agreement have been obtained and are in full force and effect.

4.19. Except as disclosed in the Draft Red Herring Prospectus / Red Herring Prospectus/ Prospectus, there has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earning, properties, business, management, shareholders' equity or operations of the Company taken as a whole from that set forth in the Prospectus. There have been no additional transactions entered into by the Company, other than those in the ordinary course of business, which are material with respect to the Company considered as one enterprise from that set forth in the Prospectus.

4.20. Except as disclosed in Draft Red Herring Prospectus / Red Herring Prospectus/ Prospectus, there are no actions, suits, litigation, proceedings, inquires or investigations, threatened or otherwise, before or brought by any court or governmental agency or body, domestic or foreign, or any arbitration proceeding now pending, or to the knowledge of the Company, threatened, against or affecting the Company, which might result in a Material Adverse Effect, or which might materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated by this Agreement or the performance by the Company of its obligations hereunder.

4.21. The Company has all necessary licenses, consents, authorizations, approvals, orders, certificates and permits to own, lease, license, operate and use their properties and assets and their conduct its business in the manner described in the Issue Documents; there are no proceedings pending or, to the knowledge of the Company threatened, relating to the revocation, modification, or non-renewal of any such license, consent, authorization, approval, order, certificate or permit.

4.22. The Company is not (i) in violation of its respective constitutive or charter documents, (ii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its branch offices are a party or by which it may be bound, or to which any of the property or assets of the Company is subject, or (ii) in violation or default of any statute, law, rule, regulation (including, without limitation, any applicable law or regulation regarding money laundering or banking practices), any judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of their respective properties, as applicable, except where such violation or default under (ii) or (iii) would not reasonably be expected to result in a Material Adverse Effect,

4.23. All descriptions of contracts or other material documents described in the Issue Documents are accurate descriptions in all material respects, fairly summaries the contents of such contracts or documents and do not omit any material information that affects the import of such descriptions. There are no contracts or documents that would be required to be described in the Issue Documents under Indian law or SEBI regulations that have not been so described.

4.24. Except as disclosed in the Issue Documents, no labour dispute with the employees of the Company exists or, to the knowledge of the Company, is threatened,

4.25. Except as disclosed in the Issue Documents, no indebtedness (actual or contingent) and no contract or series of similar contracts (other than employment contracts) is outstanding between the Company and (i) any director or key managerial personnel (as set forth in the Issue Documents) of the Company, (ii) such Director's or key managerial personnel's spouse or any of his or her children, or (iii) any, company undertaking or entity in which such director or an officer (as defined under the Companies Act) holds a controlling interest.

4.26. All material transaction, including any indebtedness, liability or obligation, between the company and (i) entities that control or are controlled by, or are under common control, with the company, (ii) entities over which the Company has a significant influence over the company, (iii) person owning an interest in the voting power of the company that gives them significant influence over the company (including their Relatives, if applicable), (iv) management personnel having authority and responsibility for planning, directing controlling the activities of the company (including directors and senior management of the company and their respective relatives) (v) entities in which a substantial interest in the voting power is owned, directly or indirectly, by any person described in (iii) or (iv) or over which such person is able to exercise significant influence (including entities owned by directors or major shareholders of company and entities that have member of key management in common with the company) except for transaction among the company and its Relatives as disclosed in the Issue Documents (A) that have been and are fair and conducted on an arm's length basis and (B) are adequately disclosed in all material respect in the Issue Documents.

4.27. Delivery of the Equity Shares to be issued pursuant to this Agreement, the Red Herring Prospectus, and Prospectus will pass good and clear title to such Equity Shares free of all restriction on transfer, liens, encumbrances, security interests and claim whatsoever.

4.28. Except as described in the Issue Documents, the company has not entered into any agreement, oral or written, including but not limited to any letter of intent, memorandum of understanding or memorandum of agreement, in relation to the acquisition of or investment in, in whole or in part, any company or entity.

4.29. No transaction tax, issue tax, stamp duty or other issuance or transfer tax or duty or withholding tax is payable by or on behalf of the Underwriters in connection with the issue, subscription, allocation, distribution, sale or delivery of the Equity Shares as contemplated by this Agreement or in connection with the execution, delivery and performance of this Agreement or the Bankers to the Issue Agreement.

4.30. As at the date of any amended Issue Documents or supplement to an Issue Documents prepared by the company in accordance with the terms of this agreement, the representations and warranties of the company contained in this section 4 hereof will be true and accurate with respect to any Issue Documents as so amended or supplemented as if repeated as at such date.

4.31. Subject to the provision of the SEBI (Underwriters) Rules and Regulations, 1993, and SEBI (Merchant Bankers) Rules and Regulation, 1992, The company acknowledges and agrees that the Underwrites are acting solely in the capacity of an arm's length contractual counterparty to the company with respect to the Equity Shares (including in connection with determining the terms of the Offer) and not as a financial advisor, agent or fiduciary to the company or any other person. Additionally, the Underwriters are not advising the company of any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The company has consulted and will consult with its own advisors concerning legal, tax, investment, accounting and regulatory matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this agreement, and the Underwriters shall have no responsibility or liability to the company with respect thereto. Any review by the Underwriters of the company, the transaction contemplated by this agreement or the matters relating to such transactions will be performed solely for the benefit of the Underwriter and shall not be on behalf of the company.

4.32. The representation and warranties made by the company are true and correct and it shall comply with the covenants and agreements made by it.

5. UNDERTAKINGS BY THE ISSUER COMPANY

5.1 Not later than two (2) Business Days from the date hereof, the Company shall furnish to the Underwriters, without charge, such number of copies of the Issue Documents (and any amendments or supplements thereto) as the Underwriters may reasonably request.

5.2 Prior to the date upon which the BRLM notifies the Company in writing that the distribution is complete, the Company shall immediately notify the BRLM: (i) of any filing made relating to the Issue; (ii) if anything occurs that would render untrue or incorrect any representation or warranty in section 4; or (iii) if any event or condition makes it necessary to amend or supplement the Prospectus. If so notified, the BRLM may:

(a) agree to allow the Issue to proceed on the basis of the Prospectus, subject, if required, to the publication of amended or supplementary Issue Documents at the Company's expense; or

(b) in its absolute discretion, give notice to the Company that this Agreement shall terminate and cease to have effect.

(c) Subject to the foregoing, the Company shall prepare such amendment or supplement as is necessary to correct the relevant statement or omission, and shall furnish to the Underwriters, at the Company's expense, such copies as may be reasonably requested.

5.3 The Company shall advise the BRLM of any proposal to amend or supplement the Prospectus at least ten (10) Business Days in advance, providing the BRLM with full details of the proposed amendment or supplement and the reasons therefor, and shall not effect such amendment or supplement without the BRLM's prior written consent, which the BRLM may grant or withhold in its sole and absolute discretion. Such consent shall not constitute a waiver of any conditions in Section 11. In addition, the Issuer Company shall, upon the written direction of the BRLM, promptly make such amendments or supplements to the Prospectus or any Issue Document as the BRLM considers necessary or appropriate in the interests of investors or regulatory compliance, and the Issuer Company shall not be entitled to resist such direction or require any reason therefor from the BRLM.

5.4 The Company shall promptly pay all fees, stamp duty, registration charges, and other taxes and duties payable in connection with the issue or sale of the Equity Shares.

5.5 The Company shall make all communications with any legal authority, department, intermediary, SEBI, and the Stock Exchange through the BRLM. The Issuer Company shall not, directly or through any agent, representative, director, officer, or employee, make any independent communication to SEBI, the Designated Stock Exchange, any other regulatory authority, or any financial media, in relation to the Issue, without the prior written approval of the BRLM. All responses to SEBI or Exchange queries shall be drafted by or in consultation with the BRLM, and the final version shall be approved by the BRLM before submission. The BRLM shall have the right to review and edit any draft communication before it is submitted or published. Any violation of this clause by the Issuer Company shall entitle the BRLM to terminate this Agreement forthwith without notice.

5.6 At any time prior to the Closing Date, if there is any change in the information referred to in Section 4, the Company shall immediately notify the BRLM.

5.7 Following completion of the Issue, the Company agrees to prepare and disclose its financial information as required by Indian law and the SEBI Regulations with the Designated Stock Exchange.

5.8 The company will apply the net proceeds from the issue of the Equity Shares as described in the Draft Red Herring Prospectus / Red Herring Prospectus/ Prospectus under the heading "Objects of the Issue".

5.9 For a period of 180 days from the date hereof, the company will, and will cause the all other parties acting on its behalf to, obtain the written approval of the BRLM, prior to issuing any public announcement or participating in any press or other financial conference that could be material in the context of the market for the shares of the company, provided that such approval is not to be reasonably withheld by the BRLM.

5.10 The company agrees that it will not, without the prior written consent of the BRLM, during the period from the date hereof and ending 180 days after the date of the prospectus: (i) issue, offer, lend, pledge, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell or issue, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of directly or indirectly, any shares of the company or any securities convertible into or exercisable or exchangeable for shares of the company, provided that the foregoing restriction shall not apply to (a) the issue of the company's securities to employees of the company under an employee stock option plan or employee share purchase scheme in accordance with applicable SEBI guidelines or (b) the pledge of securities of the company in connection with obtaining financial facilities from banks/financial institutions as may be permitted by relevant SEBI guidelines; (ii) enter into any swap or other agreement that transfer, in whole or in part, any of the economic consequences of ownership of shares of the company or any securities convertible into or exchangeable for shares of the company; or (iii) publicly announce any attention to enter into any transaction described in (i) or (ii) above, whether any such transaction described in (i) or (ii) above is to be settled by delivery of the company or such other securities, in cash otherwise.

5.11 The representations and warranties made by the company are true and correct and it shall comply with the covenants and agreements made by it.

6. CONDITIONS OF THE UNDERWRITERS' OBLIGATIONS

The obligations of the Underwriters under this Agreement are subject to the following conditions:

6.1 Subsequent to the execution of this Agreement and prior to the Listing Date, there shall not have occurred any regulatory change, or any order or directive from SEBI, the Designated Stock Exchange, or any other governmental, regulatory, or judicial authority, that in the judgement of the Underwriters is material and adverse and makes it impracticable for the Underwriters to carry out its obligations hereunder, to market the Issue Shares, or to enforce contracts for their sale on the terms contemplated in the Issue Documents.

6.2 Subsequent to the execution of this Agreement and prior to the Listing Date, there shall not have occurred any regulatory change, or any order or directive from SEBI, the Designated Stock Exchange, or any other governmental, regulatory, or judicial authority, that in the judgement of the BRLM is material and adverse and makes it impracticable to market the Issue Shares or to enforce contracts for their sale on the terms contemplated in the Issue Documents.

6.3 If the Underwriter becomes aware of any such occurrence or event, it may give notice to the Company that this Agreement shall terminate and cease to have effect, subject to the provisions hereof.

6.4 The representations and warranties of the Issuer Company shall be true and correct as at the Issue Closing Date, and the Issuer Company shall have complied with all conditions and obligations under this Agreement and the Issue Agreement dated **August 25, 2025** for Issue management between Issuer and BRLM on its part to be performed or satisfied on or before the Issue Closing Date.

6.5 The underwriting obligation is subject to listing approval by the Designated Stock Exchange. If listing approval is not granted, the rights and liabilities of the Parties under this Agreement shall stand infructuous.

6.7 Further Certificates and Materials. Prior to the Issue Closing Date, the BRLM and the Issuer Company shall have furnished to the Underwriters such further information, certificates, legal opinions, comfort letters, documents, and materials as the Underwriters may reasonably request in writing in connection with the Issue, including, without limitation, a certificate from the Issuer Company's statutory auditors confirming the accuracy of the financial statements included in the Issue Documents.

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6.8 Promoter Lock-In. The Equity Shares held by the promoters and promoter group of the Issuer Company shall be locked-in in accordance with Chapter IX of the SEBI (ICDR) Regulations, 2018, and the Issuer Company shall take all steps necessary to give effect to such lock-in requirements prior to the date of Allotment.

7. ISSUE

7.1 Notwithstanding anything contained elsewhere in this Agreement, the maximum number of Equity Shares the Underwriters are required to underwrite is up to **38,46,000** Equity Shares.

7.2 In the Issue, the Underwriters shall be responsible for ensuring completion of subscription in respect of the following:

(a) default in full and timely payment of the Issue Price in respect of Equity Shares for which the Applicant has placed an application and received an allocation; or

(b) withdrawal of an application, in respect of which an allocation of Equity Shares has been made, prior to allotment of such Equity Shares.

8. PROCEDURE FOR DISCHARGE OF UNDERWRITING OBLIGATIONS

8.1 The underwriting obligations, if any, determined in terms of this Agreement shall be discharged in the following manner:

8.1.1.

A. The Company shall, immediately not later than 2 days following the expiration of the Pay-in period, provide written notice to the Underwriters of the details of any applications for which payment has not been received or in respect of which applications have been withdrawn, and accordingly, the extent of the obligation of the Underwriters, to procure purchasers for, or purchase itself, Equity Shares, computed in the manner set forth in Section 7.

B. An Underwriter shall, immediately following the receipt of the notice referenced in Section 8.1.1(A), procure subscription as required under this Agreement and/or make the applications to purchase the Equity Shares and submit the same to the Company and pay or cause the payment of the Offer price for such Equity Shares into the Public Issue Account of the Company.

8.1.2.

A. The Company shall, not later than one day following the dispatch of the notice set forth in Section 8.1.1(A), provide written notice to the Underwriters of the details of any applications for which the applicants have received allocations and for which payment has not been received or in respect of which applications have been withdrawn, and the underwriting commitments of the respective Underwriter for which payment has not been received and accordingly, the extent of the obligations of the Underwriters to procure purchasers for, or purchase itself Equity Shares computed in the manner set forth in Section 7.

B. The Underwriters shall, immediately following the receipt of the notice referenced in Section 8.1.2(A), procure subscription as required under this Agreement and/or make the applications to purchase the Equity Shares and submit the same to the Company and pay or cause the payment of the Issue/Offer Price for such Equity Shares into the Public Issue/Offer Account.

8.1.3. The Underwriters, upon being satisfied as to the extent of the devolvement of their underwriting obligation, shall, as soon as practicable and in any event within such period as may be prescribed from the date of receipt of the communication referred to in Clauses 8.1.1 and 8.1.2 above, make or procure applications for subscription to the shares and submit the same, together with the applicable application monies, to the Company.

8.1.4. In the event of any failure by Underwriters to procure purchasers for, or purchase itself, the Equity Shares as required under Section 8.1.1 or 8.1.2, the Company, on behalf of itself, may make arrangements with one or more persons to purchase such Equity Shares.

9. FEES, COMMISSIONS, AND EXPENSES

9.1 In consideration of the underwriting obligations performed by the Underwriters, the Issuer Company shall remunerate the Underwriters at a rate of **up to 5% (five percent)** of the Issue Size as underwriting commission, as mutually agreed by the Parties in accordance with the respective engagement/mandate letters.

The aggregate underwriting commission shall be divided equally between the two Underwriters, with each Underwriter being entitled to **2.5% (two and one-half percent)** of the Issue Size, or such lower amount as may be mutually agreed in writing.

The commission payable to each Underwriter shall be paid to the relevant Underwriter or to such other person(s) as may be directed by such Underwriter in writing. All applicable taxes shall be charged in addition to the above commission.

The underwriting commission payable to each Underwriter shall be paid by the Issuer Company upon receipt of the final invoice from the relevant Underwriter and, in any event, not later than five (5) Business Days from the date of listing of the Equity Shares on the Designated Stock Exchange, whichever is earlier.

Provided, however, that:

(i) the rate and quantum of underwriting commission shall be subject to, and compliant with, the provisions of Rule 12 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended from time to time;

(ii) the underwriting commission shall be payable upon receipt of the final invoice from the Underwriter, irrespective of whether or not any devolvement of Equity Shares occurs under this Agreement;

(iii) the Underwriter shall not derive any direct or indirect benefit from underwriting the Issue other than the commission payable under this Agreement, in accordance with Regulation 22B(1) of the SEBI (Merchant Bankers) Regulations, 1992; and

(iv) all applicable taxes, including Goods and Services Tax, shall be borne by the Issuer Company in addition to the agreed commission.

9.2 The Issuer Company shall not bear any other expenses or losses incurred by **either Underwriter** in fulfilling its obligations under this Agreement, except for the fees and commissions expressly agreed under this Agreement.

10. INDEMNITY

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The Issuer agrees to indemnify and hold harmless the Underwriters, its Affiliates, its directors, officers, employees and agents and each person who Controls the Underwriter as follows: (a) against any and all loss, liability, claim, damage, costs, charge and expenses, including without limitation, any legal or other expenses reasonably incurred in connection with investigating, defending, disputing or preparing such claim or action, whatsoever, as incurred, arising out of or based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any of the Issue Documents (or any amendment or supplement thereto) or the omission or alleged omission to state therein 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 (ii) any breach of the representations, warranties or covenants contained in this Agreement; (b) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body commenced, or of any claim whatsoever arising out of or based upon (i) any such untrue statement or omission or any such alleged untrue statement or omission; provided that any such settlement is effected with the written consent of the Issuer; or (ii) any breach of the representations, warranties or covenants contained in this Agreement; provided that any such settlement is effected with the written consent of the Issuer; and (c) against any and all expense whatsoever, as incurred (including the fees and disbursements of the legal counsel chosen by the Underwriter (as the case may be), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever arising out of or based upon (i) any such untrue statement or omission or any such alleged untrue statement or omission; to the extent that any such expense is not paid; or (ii) any breach of the representations, warranties or covenants contained in this Agreement; to the extent that any such expense is not paid;

In case any proceeding (including any governmental or regulatory investigation) is instituted involving the Indemnifying Party in respect of which indemnity is sought pursuant to the above Clause hereof, the Indemnified Party shall promptly notify the Indemnifying Party in writing, against whom such indemnity may be sought (provided that the failure to notify the Indemnifying Party shall not relieve it from any liability that it may have under this Clause except to the extent that it has been materially prejudiced through the forfeiture of substantive rights or defences by such failure; and provided further that the failure to notify the Indemnifying Party shall not relieve it from any liability that it may have to Indemnified otherwise than under this Clause.

The Indemnifying Party on receipt of notice in writing under the above and upon request of the Indemnified Party, shall retain counsel reasonably satisfactory to the Indemnified Party and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless-

- the Indemnifying Party and the Indemnified Party shall have mutually agreed in writing to the retention of such counsel;
- the Indemnifying Party has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party;
- the Indemnified Party shall have reasonably concluded that there may be legal defence available to it that are different from or in addition to those available to the Indemnifying Party; or
- the named parties to any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them.
- The remedies provided for in this Clause are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Party at law or in equity.
- The indemnity provisions contained in this Clause and the representations warranties and other statements of the Issuer contained in this Agreement shall remain operative and in full force and effect regardless of

(i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Underwriter or any person controlling the Underwriter or by or on behalf of the Issuer, its officers or directors or any person controlling the Issuer and (iii) acceptance of and payment for any of the Equity Shares.

11. TERMINATION

11.1 Notwithstanding anything contained herein, the Underwriters shall have the option, exercisable at any time prior to the date of Allotment (including, where the circumstances so warrant, after the opening of the Issue but before the date of Allotment), to terminate this Agreement under any one or more of the following circumstances:

(i) If any representation or statement made by the Company to the Underwriters, in the Application Forms, negotiations, correspondence, the Prospectus, or this Agreement is or is found to be incorrect;

(ii) If any event having a Material Adverse Effect on the Issue occurs and renders the Issue infructuous for investors;

(iii) A complete breakdown or dislocation of business in the major financial markets affecting the cities of Kolkata, Mumbai, Chennai, and New Delhi; or

(iv) A declaration of war or occurrence of insurrection, civil commotion, or any other serious, sustained financial, political, or industrial emergency or disturbance affecting the financial markets.

11.2 Notwithstanding anything contained herein, in the event of the Company failed to perform all or any of the covenants within limit specified wherever applicable under this letter of underwriting, the Underwriter shall inform the Company with documentary evidence of the breach/non-performance by Registered post/ Speed post and acknowledge obtained therefore, where upon the Underwriter shall be released from all or any of the Obligations required to be performed by him.

11.3 In case of termination either party can send an intimation of termination of this agreement in writing through electronic mode, digital mode or otherwise, which shall be construed as delivered and such intimation shall be conclusive notwithstanding any communication held in past or future.

11A. CHANGE IN LEGAL ENVIRONMENT

The terms of this Agreement for services by the BRLM for the Issue and underwriting are based upon the prevailing legal and regulatory environment in India as prescribed by applicable rules and regulations issued by the Ministry of Finance, the Ministry of Corporate Affairs, the Registrar of Companies, SEBI, the Designated Stock Exchange, and other governing authorities. Any change or alteration by the respective bodies in the prevailing laws and regulations in the future that may render the completion of the Issue or the performance of underwriting obligations unsuccessful for reasons wholly beyond the control of both the BRLM and the Issuer Company (and not attributable to the negligence or default of either Party) shall not be construed as a failure on the part of the BRLM. In the event of such a change in law or regulatory environment: (i) both Parties shall consult each other in good faith to determine an appropriate course of action to give effect to the original intent of this Agreement to the extent legally and commercially practicable; and (ii) neither Party shall be liable to the other for any loss, cost or damage arising solely from such change in law or regulatory environment, provided that this Clause 11A shall not in any manner limit, waive or extinguish the BRLM's mandatory statutory underwriting obligations under Regulation 260 of the SEBI (ICDR) Regulations, 2018.

12. NOTICES

Any notice or other communication pursuant to this Agreement must be in writing and shall be:

- delivered personally;
- sent by telefacsimile or similar transmission; or
- sent by registered mail, postage prepaid, to the address of the respective Party as set out below.

Notices shall be deemed given:

- upon delivery, if delivered personally or by overnight courier;
- when electronically confirmed, if delivered by telefacsimile; and
- when received, if sent by registered mail.

(i) In case of a notice to the POOJA LOGISTICS LIMITED (Issuer Company):

Mr. Deepak Khana
4, Community Centre, Industrial Area,
Lawrence Road, Delhi 110035
Telephone: +91 9811484046
E-mail: cs.legal@poojalogistics.in

(ii) In case of a notice to SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED (Underwriter):

Mr. Kunal Bansal, Vice President
A-25, Basement, Sector-64, Noida – 201301, Uttar Pradesh, India
Telephone: 0120-6483000
E-mail: mb@shareindia.com

(iii) In case of a notice to the TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED Co-Underwriter:

Mr. Rajveer Singh (Authorized Signatory)
Address: 614, Vishwadeep Building, Plot No. 4 District Centre, JanakPuri A-3, West Delhi 110058, India
Telephone: +91 82873 56934
Email: ipo@tcagroup.in

13. TIME IS OF THE ESSENCE

All obligations of the Issuer Company and the Underwriters are subject to the condition that time, wherever stipulated, is of the essence of this Agreement. Any failure by either Party to adhere to the time limits specified herein shall, unless otherwise agreed in writing, discharge the defaulting Party's counterpart from its obligations. *Provided, however, that notwithstanding any failure or delay by the Issuer Company in adhering to any time limit specified in this Agreement, the BRLM and the Underwriters shall not, by reason of such failure or delay, be discharged or released from their mandatory statutory obligations to underwrite the Issue and to subscribe to any*

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Turnaround Corporate Advisors Pvt. Authorised Signatory
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devolved Equity Shares, as prescribed under Regulation 260 of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, read with Regulation 22B of the SEBI (Merchant Bankers) Regulations, 1992. Such statutory obligations shall continue in full force and effect regardless of any breach or delay by the Issuer Company in the performance of its contractual obligations hereunder.

This Agreement shall remain in force from the date of execution and shall expire upon completion of allotment for the Issue.

14. SEVERAL OBLIGATIONS

The Issuer Company and each Underwriters acknowledge and agree that each of them is severally, and not jointly, liable in respect of all representations, warranties, indemnities, undertakings, and other obligations given, entered into, or made by each of them in this Agreement.

15. MISCELLANEOUS

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

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and shall be subject to the exclusive jurisdiction of the courts at New Delhi.

17. ARBITRATION

In the event of any dispute, controversy or claim arising out of or in connection with this Agreement between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation, breach or alleged breach, termination, or legal relationships established by this Agreement (the "**Dispute**"), the parties to such Dispute shall attempt, in the first instance, to resolve such Dispute amicably through negotiations between the disputing parties. In the event that such Dispute cannot be resolved through negotiations within a period of fifteen (15) days from the commencement of discussions on the Dispute (or such longer period as the disputing parties may mutually agree to in writing), then any of the disputing party (the "**Disputing Parties**") shall, by notice in writing to each other, refer the Dispute to be conducted at, and in accordance with the rules of, the Delhi Centre for International Arbitration, in accordance with Clause 3(b) of the SEBI circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131, as amended, including amendments pursuant to the SEBI circulars dated August 4, 2023 and December 20, 2023 bearing reference numbers SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 and SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191, respectively ("**SEBI ODR Circulars**"), which the Parties have elected to follow for the purposes of this Agreement provided that the seat of such institutional arbitration shall be New Delhi, India.

If the resolution of the Dispute through the SEBI ADR Procedures is not mandatory under the Applicable Law, or not applicable to the Disputing Parties under the law applicable to the Agreement in connection with the Issue,

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the Disputing Parties shall provide a written notice ("**Dispute Notice**") to the other party(ies) that a Dispute has arisen and invite the other party in the first instance to resolve the Dispute through mediation. All Disputes which remain unresolved for a period of seven Business Days after receipt of a Dispute Notice (or such longer period as the Disputing Parties may agree to in writing) shall be referred to and finally be resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Arbitration Rules of the New Delhi Centre of International Arbitration ("**MCIA Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

Any reference of the 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.

Subject to and in accordance with the Applicable Laws, SEBI ODR Circulars and the rules of the New Delhi Centre for International Arbitration, the arbitration shall be conducted as follows:

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

(b) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration in New Delhi, India

(c) Each of the Disputing Party shall appoint one arbitrator each arbitrators so appointed shall appoint the presiding arbitrator. In the event that the Parties fail to appoint an arbitrator or the arbitrators fail to appoint the presiding arbitrator as provided herein within 30 (thirty) days from the date of receipt of the notice required under clause above, 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

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

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

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

(g) the Disputing Parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitrators

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

(i) the arbitrators may award to a Disputing Party that substantially prevails on merits, its costs and actual expenses (including actual fees of its advocates and arbitration proceedings);

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

subject to the foregoing provisions, the courts in New Delhi shall have jurisdiction in relation to proceedings, including with respect to grant of interim relief, brought under the Arbitration Act.

Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause.

Nothing in this shall be construed as preventing any Party from seeking conservatory or similar interim relief in

Poojs Logistics Limited

Corporate Advisors Pvt. Authorised Signatory accordance with Applicable Laws.

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 Parties.

19. 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 thereof. The remaining provisions shall continue in full force and effect.

20. COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original; however, all counterparts together shall constitute one and the same Agreement.

21. ILLEGALITY

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

22. ASSIGNMENT

No party may assign any 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.

CONSENT AND AUTHORISATION

The Underwriters hereby certifies their consent to act as Underwriter to the aforesaid Issue and to its name being included as Underwriter in the Draft Red Herring Prospectus, Red Herring Prospectus, and Prospectus which the

Issuer Company proposes to issue. The Underwriter hereby authorises the Issuer Company to deliver this Agreement to the Designated Stock Exchange, the Registrar of Companies, and SEBI.

IN WITNESS WHEREOF

The Parties have executed this Agreement as of the date first written above.

For and on behalf of **POOJA LOGISTICS LIMITED** **(formerly known as "Pooja Logistics Private Limited")** Signature: ____ Mr. Deepak Khanna Designation: Managing Director DIN: 05130667	**Witness:** Name: ASHISH BISHT Address: A-89, T-2, DILSHAD COLONY, DELHI - 110095 Signature: ____
For and on behalf of **SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED** Signature: ____ Mr. Kunal Bansal Vice President	**Witness:** Name: Shilpi Address: Noida, UP Signature: ____
For and on behalf of **TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED** Signature: ____ Mr. Rajveer Singh Authorised Signatory	Witness: Name: Sandeep Kumar Address: Gurgaon Signature: ____