

INDIA NON JUDICIAL



सत्यमेव जयते

Government of Gujarat

Certificate of Stamp Duty

Certificate No.

IN-GJ27943596571706X

Certificate Issued Date

15-Oct-2025 03:16 PM

Account Reference

CSCACC (GV)/ gjcsceg07/ GJ-SUMAN0372/ GJ-SU

Unique Doc. Reference

SUBIN-GJGJCSCEG0760101558428039X

Purchased by

VINIT MOBILE LIMITED

Description of Document

Article 5(h) Agreement (not otherwise provided for)

Description

UNDERWRITING AGREEMENT AS PER SEBI (ICDR)
REGULATION

Consideration Price (Rs.)

0

(Zero)

First Party

VINIT MOBILE LIMITED

Second Party

COMFORT SECURITIES LTD

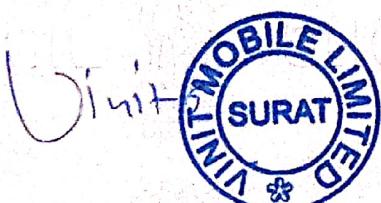
Stamp Duty Paid By

VINIT MOBILE LIMITED

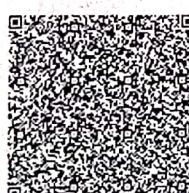
Stamp Duty Amount(Rs.)

1,000

(One Thousand only)



THIS STAMP PAPER FORMS AN INTEGRAL PART OF UNDERWRITER AGREEMENT BETWEEN "VINIT MOBILE LIMITED" ("ISSUER" OR "COMPANY") AND "COMFORT SECURITIES LIMITED" ("BOOK RUNNING LEAD MANAGER" OR "BRLM" OR "MARKET MAKER" AND "UNDERWRITER")



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Statutory Advice

The authenticity of this Stamp certificate should be verified at www.stampitnow.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid. In case of any discrepancy, please inform the Company's Authority.



NOTICE



- The contents of this e-stamp certificate can be verified at www.shcilestamp.com, Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at www.stockholding.com).
- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id estamp.ahmedabad@stockholding.com or visit our Branch/Centre.

સૂચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો www.shcilestamp.com દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઇલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો www.stockholding.com પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઇલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.

UNDERWRITING AGREEMENT

DATED OCTOBER 16, 2025

AMONGST

**VINIT MOBILE LIMITED
(ISSUER COMPANY)**

**COMFORT SECURITIES LIMITED
("BOOK RUNNING LEAD MANAGER" OR "BRLM" OR "MARKET MAKER" AND
"UNDERWRITER")**



UNDERWRITER AGREEMENT

THIS UNDERWRITER AGREEMENT IS MADE AND ENTERED INTO AT MUMBAI ON OCTOBER 16, 2025, AMONGST:

VINIT MOBILE LIMIYED, a company registered under provisions of the Companies Act, 1956, as amended ("Companies Act, 2013") and having its registered office at Plot no. 358, Ground, 1st & 2nd floor, Gopal Nagar, Bamroli Althan Expressway, Pandesara, Surat, Gujarat – 394221 (hereinafter referred to as "VINIT" or "Issuer" or the "Company") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

COMFORT SECURITIES LIMITED, a company incorporated under Companies Act, 1956 and having SEBI registration number INM000011328 and having its registered office at 301, 3rd Floor, 'A' Wing, Hetal Arch, Opp. Natraj Market, S.V. Road, Malad (West), Mumbai, Maharashtra, India, 400064. (hereinafter referred to as "CSL" or "Book Running Lead Manager" or "Market Maker" and "Underwriter", which expressions, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

In this Agreement,

- (i) Comfort Securities Limited is referred to as the "CSL / Book Running Lead Manager" or "BRLM" or "Market Maker" and "Underwriter" and;
- (ii) the Company and Underwriter are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Company proposes to undertake an initial public offering of up to 21,60,000 equity shares of face value of ₹10 each of the Company (the "Equity Shares") (the "Issued Shares"), as set out in Schedule A (such Fresh Issue the "Issue") in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the "ICDR Regulations") and other Applicable Law, at such price as may be determined through the book building process under the ICDR Regulations and as per the terms mentioned in consultation with the BRLM (the "Issue Price"). The Issue may also include reservation for subscription by certain eligible investors, as determined by the Company in consultation with the BRLM. On a discretionary basis, the Issue may be underwritten for all or any portion of the Issue for allocation to Indian institutional, non-institutional and individual investors in accordance with the ICDR Regulations.
- B. The Board of Director of the Company ("Board of Directors") pursuant to a resolution dated October 14, 2025, and by a special resolution of its shareholders passed at its annual general meeting held on October 15, 2025, in accordance with Section 62(1)(c) of the Companies Act have approved and authorised the Issue.
- C. The Company will apply for seeking in-principle approval for listing the Equity Shares issued in the Issue on National Stock Exchange of India Limited. Such approvals will be in full force and effect once received.
- D. The Issue shall be conducted through the Book Building Process pursuant to the SEBI (ICDR) Regulations, 2018 as amended.
- E. The Company has appointed Comfort Securities Limited to manage the Issue as the Book Running Lead Manager and Comfort Securities Limited has accepted the engagement in terms of their Agreements, subject to the terms and conditions set forth therein.
- F. **Comfort Securities Limited** is a Registered Stockbroker with SEBI; SEBI Registration No INZ000192537 and is a SEBI Category-I Merchant banker vide SEBI Registration No INM000011328. The Company has approached to appoint the BRLM to act as Underwriter and Market Maker for the public issue and has given its consent.

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 the 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.



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"Allotment" shall mean the Issue and allotment of equity shares pursuant to Fresh Issue to successful Applicants.

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

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

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

"Application Amount" shall mean the value of Application shares indicated in the Application Form and payable by the Applicant or blocked in the ASBA Account upon submission of the bid cum Application Form.

"Application form" shall mean form used by an Applicant, to make an Application and which will be considered as the application for Allotment in terms of the Red Herring Prospectus.

"BRLM" shall mean the Book Running Lead Manager to the Issue i.e., **Comfort Securities Limited**.

"Closing Date" shall mean the date of allotment of the Shares by the Company, in accordance with the Red Herring Prospectus, which date will not be later than 90 days after the application opening date, unless otherwise mutually agreed in writing between the BRLM and the Issuer Company.

"Companies Act" shall mean the Companies Act, 1956 and the Companies Act, 2013, along with the rules framed there under to the extent notified as amended from time to time.

"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, or as amended.

"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 the Draft Red Herring Prospectus of the Company which was filed with Emerge Platform of the National Stock Exchange of India Limited ("NSE EMERGE") in accordance with Section 26 & 32 of the Companies Act, 2013 for getting in-principle listing approval.

"Indemnified Party" shall have the meaning given to such term in this Agreement.

"Indemnifying Party" shall have the meaning given to such term in this Agreement.

"Issue" shall mean the Initial Public Offering of ₹ 21,60,000 Equity Shares of face value of ₹10/- each (including a premium of ₹ [●]- per equity share aggregating to ₹ [●] lakhs) comprising a Fresh Issue upto 21,60,000 Equity Shares.

"Issue Agreement" shall mean the Agreement dated October 16, 2025 between our Company, and the BRLM pursuant to which certain arrangements are agreed to in relation to the Issue.

"Issue Closing Date" shall mean such date on which the Collection Banker shall close the Issue which is the last date on which the Collection Banker will not accept any application for the Issue. The Issue may be closed on such earlier date or extended date as may be decided by the Company in consultation with the BRLM.

"Issue Opening Date" shall mean any such date on which the Collection Banker shall start accepting applications for the Issue.

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus of the Company which will be filed with NSE / SEBI / RoC and others in accordance with Section 26 and 32 of the Companies Act, 2013 for seeking in-principle listing approval from the Stock Exchange

"Individual Applicants" shall mean Applicants (including HUFs and NRIs) who have applied for Equity Shares for an amount not more than Rs. 2,00,000 in any of the application options in the Issue.

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

"Offer / Issue Documents" shall mean, collectively, the Draft Red Herring Prospectus, the Application Form, the Red Herring Prospectus, Prospectus, any Supplemental Issue Materials, including all supplements, corrections, and amendments, thereto.

"Market Maker" shall mean any person who is registered as a Market Maker i.e. **Comfort Securities Limited** with NSE.

"Market Maker Reservation Portion" shall mean the reserved portion for the Designated Market Maker of such number of Equity Shares of the face value of ₹10/- each out of the total Issue, at the Issue Price, out of the number of Equity Shares issued to public which shall be determined in accordance with Book Building Process as defined by the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018.



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“Market Making Agreement” shall mean the Agreement entered into between the Issuer Company, Book Running Lead Manager and Market Maker.

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

“Net Issue” shall mean the Issue of equity shares in this Issue excluding Market Maker Reservation Portion.

“Non-institutional Applicants” shall mean all Applicants that are not QIBs or Individual Applicants and who have applied for equity shares for an amount more than Rs. 2,00,000.

“NSE” shall mean National Stock Exchange of India Limited.

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

“Public Issue Account” shall mean the Public Issue Account as and when opened by the Issuer Company with a designated Banker to the Issue in order to collect the subscription monies procured from this Issue of Shares.

“Prospectus” shall mean the prospectus of the Company which will be filed with NSE / SEBI / RoC and others in accordance with Section 26 of the Companies Act, 2013.

“Qualified Institutional Buyers” or **“QIBs”** Qualified Institutional Buyers as defined under Regulation 2(1) (ss) of the SEBI (ICDR) Regulations, 2018.

“Red Herring Prospectus” shall mean the Red Herring Prospectus to be issued in accordance with Section 32 of the Companies Act, and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the Issue Price and the size of the Issue, including any addendum or corrigendum thereto. The Red Herring Prospectus will be filed with the ROC at least three Working Days before the Bid/ Issue Opening Date and will be filed with the respective upon filing with the ROC after the Pricing Date.

“Registrar” shall mean Bigshare Services Private Limited

“SEBI” shall mean the Securities and Exchange Board of India.

“SEBI Act” shall mean the Securities and Exchange Board of India Act, 1992, as amended and as applicable to the Issue.

“SEBI (ICDR) Regulation 2018” shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended and as applicable to the Issuing.

“SME Platform of the NSE” shall mean EMERGE platform of National Stock Exchange of India Limited (“NSE EMERGE”), approved by SEBI as an SME Exchange for listing of equity shares issued under Chapter IX of the SEBI ICDR Regulations.

“Underwriter” shall mean **Comfort Securities Limited**.

In this Agreement, unless the context otherwise requires:

- a. word 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. heading 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 instrument shall be construed as a reference to this Agreement or to such other agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or noted;
- f. any reference to any Party to Underwriter Agreement or any other agreement, deed or instrument shall include its successors, heirs or permitted assigns;
- g. reference to a statute or statutory provision shall be considered as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- h. reference to a Section, Paragraph or Annexure is, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Agreement; and
- i. reference to a document includes an amendment, or supplement to, or replacement or novation of, that document; and
- j. capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus.



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2. UNDERWRITING

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

2.1. Following will be the underwriting obligation under:

Name of Underwriter	Share Underwritten	% of the Total Issue Size Underwritten
Comfort Securities Limited	Upto 21,60,000*	100%

**Includes Equity Shares of Market Maker Reservation Portion which are to be subscribed by the Market Maker, Comfort Securities Limited in its own account in order to claim compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations 2018, as amended.*

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

- 2.2. The Red Herring Prospectus and Prospectus in respect of the public issue shall be delivered by the Company to the ROC for registration in accordance with the provisions of the Companies Act, 2013 as may be amended from time to time, but not later than one year from the date of this Agreement or 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 Red Herring Prospectus and Prospectus with the ROC, any additional disclosure are required to be made in the interest of the investors in regards 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 Underwriters; provided that such disclosure shall not give a right to the Underwriters to terminate or cancel its Underwriting obligations unless such subsequent disclosure are certified by NSE or SEBI as being material in nature and essential for the contract of Underwriting;
- 2.3. The Company shall make available to the Underwriter a minimum of 2 application form forming part of abridged prospectus and 1 copy of the Red Herring Prospects for every 1 lakh of rupees and every 10 lakh rupees of Underwriter accepted by the Underwriters. If the Underwriters desires to have more application forms and Red Herring Prospectus than specified, the must state its requirements which would then be considered as condition to deliver to the underwriters the accepted quantity of application forms and Prospectus as soon as the Red Herring Prospectus is filled with the RoC but in any case, not later than 3 days prior to the date of the Public Issue, proof of such delivery, should be retained by the Company.
- 2.4. 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 may be kept open up a maximum of 10 calendar days failing which the Underwriters shall not be bound to discharge the underwriting obligations under this Agreement.
- 2.5. All the applications made by any applicant except a Underwriters on their "OWN" account shall be construed to be part of the "Net Issue" applications.
- 2.6. With regard to the Market Maker Reservation Portion, it is compulsory that the Market Maker subscribe to the specific portion of the Issue set aside as "Market Maker Reservation Portion" at its 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.
- 2.7. The Underwriters 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 agreement, the Underwriting shall be primarily responsible for sub-underwriting and any failure to default on the part of the sub-Underwriters to discharge sub-underwriting obligations, shall not exempt or discharge the Underwriters of its underwriting obligation under this Agreement.
- 2.8. The Underwriters should ensure that subscription is received up to the amount underwritten. It will be the responsibility of the Underwriters to ensure that Applications received from its side are properly stamped by its name / code. In the event of any under subscription, the responsibility of the Underwriters will be decided based on the amount of applications already received from its side by the Book Running Lead Manager.



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2.9. If the Net Issue is undersubscribed, the Underwriters shall be responsible to subscribe/procure subscription to the unsubscribed shares.

2.10. The underwriting obligations for Underwriters in case of shortage shall be discharged in the manner mentioned below:

- The Company shall within 30 days after the date of closure of subscription list communicate in writing to the Underwriters, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the Underwriters or subscription to be procured therefore by the Underwriters;
- The Company shall make available to the Underwriters, the manner of computation of underwriting obligations and also furnish a certificate in support of such computation from the Company's Auditors;
- The Underwriters 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 application to subscribe to the shares / debenture and submit the same together with the application money to the Company in its Escrow Account opened specified for this Issue;
- In the event of failure of the Underwriters to make the application to subscribe to the shares as required under clause (c) above, the Company shall be free to make arrangements with one or more persons to subscribe to such shares without prejudice to the rights of the Company to take such measures and proceedings as may be available to it against the Underwriters including the rights to claim damage for any loss suffered by the Company by reason of failure on the part of the Underwriters to subscribe to the shares as aforesaid.

2.11. The Company is not bound to pay any commission on a value of the shares not subscribed by the Underwriters and also from the date of termination of this Agreement.

3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITER

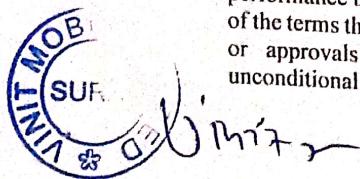
3.1. **Net worth of the Underwriter.** The Underwriter hereby declares that they satisfy the Net Worth/Capital Adequacy Requirement specified under the SEBI (Underwriter) Rules and Regulations 1993 or the bye-laws of the stock exchange of which the Underwriter are members and that they are competent to undertake the underwriting obligations mentioned in clause 2 hereinabove.

3.2. **Registration with the SEBI.** The Underwriter i.e. Comfort Securities Limited hereby declares that the Underwriter being Merchant Banker (Book Running Lead Manager) and Stock Broker, respectively are entitled to carry on the business as an Underwriter without obtaining a separate certificate under the SEBI (Underwriter) Regulations 1993 framed under the SEBI Act.

3.3. The Underwriter confirms to the Company they are responsible and liable to the Company, for any contravention of the SEBI Act, rules or regulations thereof. The Underwriters further confirms that they shall abide with its duties, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992.

3.4. In addition to any representations of the Underwriters under the Regulation of Document filed with Emerge Platform of National Stock Exchange India Limited (the "NSE MERGE"), the Underwriters hereby represents and warrants that:

- They have taken all necessary actions to authorize the signing and delivery of this Agreement;
- the signing and delivery of this Agreement and the compliance with this Agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Underwriters;
- they will comply with all its obligations set forth in this Agreement;
- they shall ensure compliance with the applicable laws and rules laid down by the SEBI and the Emerge Platform of National Stock Exchange India Limited (the "NSE MERGE") w.r.t underwriting in relation to underwriting this Public Issue of the Company.
- they shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other regulatory authorities from time to time.
- 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 Underwriters of their obligations under this Agreement and performance of the terms thereof have been taken, fulfilled or done and all consents, authorisations, orders or approvals required for such execution, delivery and performances have been unconditionally obtained and remain in full force and effect;



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- g. unless otherwise expressly authorized in writing by the Company, neither the Underwriters nor any of their Affiliates nor any of their respective directors, employees, or agents, has made or will make any verbal or written representation in connection with the Issue other than those representations made pursuant to the terms and conditions set forth in this Agreements or contained in the Issue Documents(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 Company.

4. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

4.1. Warranty as to statutory and other approvals. The Company warrants that all consent, 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/ debenture are completed.

In addition to any representations of the Issuer under the Red Herring Prospectus the 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 does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the 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 the SEBI and the Emerge Platform of National Stock Exchange India Limited (the “NSE EMERGE”) with respect to the role of the Company in the Underwriting process in general and Underwriting in the Equity Shares of the Company in the Issue in particular;
- 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.

4.2. The Company acknowledges that it is under a duty to notify the Underwriter and the Emerge Platform of National Stock Exchange India Limited (the “NSE EMERGE”) 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 does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Book Running Lead Manager;
- c. it will comply with all of its respective obligations set forth in this Agreement;
- d. it shall ensure compliance with the applicable laws and rules laid down by SEBI and the NSE with respect to the role of the BRLM in the Underwriting process in general and Underwriting process in the shares of the Company in specific;
- e. it shall follow fair trade practices and abide by the code of conducts 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 Company and the Emerge Platform of National Stock Exchange India Limited (the “NSE EMERGE”) immediately in case it becomes aware of any breach of a representation or a warranty.

6. CONDITIONS OF 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 changes, or any development involving a prospective regulatory changes or any order or directive from SEBI, the Emerge Platform of National Stock Exchange India Limited (the “NSE EMERGE”) or any other governmental, regulatory or judicial authority that, in the judgment of the Underwriters/Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter/Underwriters, impracticable to carry out Underwriters/Underwritten obligations;



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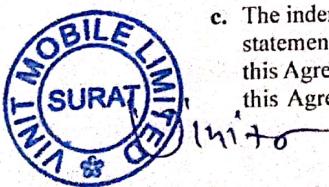


- b. subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the business, prospects, management, or operations of the Company and its subsidiaries, taken as a whole, that, 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 on the terms and in the manner contemplated in the Issue Documents.
- c. If the Underwriter / Underwriters is / are so notified or become aware of any such filing, communication, occurrence or event, as the case may be, that makes it impracticable to carry out its / their Underwriting obligations, it / they may give notice to the Company to the effect, with regards to the Issue Shares this agreement shall terminate and cease to have effect as set out herein;
- d. the representations and warranties of the Company contained in this Agreement shall be true and correct as of the Issue Closing Date and that the Company shall have complied with all the conditions and obligations under this Agreement or satisfied on or before the Issue 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 Emerge Platform of National Stock Exchange India Limited (the "NSE EMERGE") and that such approvals are in full force and effect as of the Issue Closing Date;
- f. prior to the Issue Closing Date, the Book Running Lead Manager and the Company shall have furnished to the Underwriter such information, certificates, documents and material as the Underwriter shall reasonably request in writing

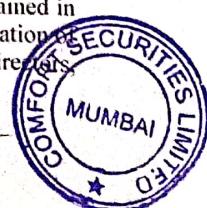
6.2. If any condition specified in Section 5.1 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Underwriter by written notice to the Company any time on or prior to the Issue Closing Date; provided, however, that this Section 5., Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 shall survive the termination of this Agreement.

7. INDEMNITY

- a. The Underwriter herein shall indemnify and keep indemnified the Issuer for their own account and their respective Affiliates and all the respective directors, Officers, employees, duly authorised agent 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 it incur or which is made against it as a result of the or arising out of or in relation to the IPO subscription, trading, liquidity and failure to make minimum market requirement from time to time which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from bad faith, dishonesty, illegal or fraudulent acts or willful default or gross negligence or misconduct on the part of the Underwriter. 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, charges, demand or action or proceeding.
- b. The Company shall indemnify and keep indemnified, each of the Book Running Lead Managers, Underwriter and Market Maker for its own account and their respective Affiliates and all other respective directors, officers, employees, professionals, duly authorised agents and controlling persons (each, an "**Indemnified Party**") from against any and all losses, liabilities, costs, charges, actions, proceedings, damage, expenses or demands which it incur or which is made against it 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 and 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 the light of the circumstances under which they were made not misleading, unless it has been determined by the court or arbitral tribunal of competent jurisdiction to have resulted from bad faith, dishonesty, illegal or fraudulent acts or the willful default or gross negligence on the part of the 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 liability, cost, claim, charge, demand or action or proceeding. Provided, however, that the Company will not be liable to the Book Running Lead Manager, Underwriter, Market Makers to the extent that any loss, claim, damage or liability is found in a judgment by the court to have resulted solely and directly from any of the Underwriter, Book Running Lead Manager or Market Maker's gross negligence or willful misconduct, illegal or Fraudulent acts, in performing the services under this agreement.
- c. The indemnity provisions contained in this Clause 7 and the representations, warranties and other statements of the 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 Underwriter or its directors,



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officers, employees, agents and representatives, or by or on behalf of the Company or its directors, and payment for any of the Equity Shares.

8. TERMINATIONS

- 8.1. 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.
- 8.2. Notwithstanding anything contained here, the Underwriter shall have the option of terminating this Agreement by giving a notice in writing to the Company, to be exercised by them at any time prior to the opening of the Issue as notified in the Prospectus or if the obligations under this Agreement under any or all of the following:
 - a. If any representations/statement made by the Company to the Underwriter and/or in or through application forms, negotiations, correspondence, the Prospectus or in this Agreement or in the reports are found to be incorrect;
 - b. a complete breakdown or disclosure of business in the major financial markets, affecting the cities of Kolkata, Mumbai, Chennai or New Delhi;
 - c. 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 Mumbai, Chennai, Kolkata and New Delhi;
 - d. 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, prospectus management or operations of the 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 Issue Document(s) and this Agreement;
 - e. 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 Company.
- 8.3. Notwithstanding anything contained in section 8.1 above, in the event of the Company failed to perform all or any of the covenants within limit specified wherever applicable under the Agreement of underwriting, the Underwriter shall inform the Company with adequate documentary evidence of the breach/non-performance by Registered post/Speed post and acknowledge objection, if any, whereupon the Underwriter shall be released from all or any of the obligations required to be performed by him.
- 8.4. The provision of Section 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall survive the termination of this agreement.

9. 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, post, postage prepaid, address of the Party specified in the recitals to this Agreement, registered mail, post, postage prepaid, address of the Party specified in the recitals to this Agreement, or to required or permitted under this agreement that are addressed as provided in this section will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivery by telefacsimile or similar facsimile transmission be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when electronically confirmed.

10. MAXIMUM LIABILITY:

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

11. CHANGE IN LEGAL ENVIRONMENT

The terms of this agreement for services by Book Running Lead Manager for the Issue and underwriting are based upon the prevailing legal environment in India by way of prescribed rules and regulations by regulatory body such as Ministry of Finance, Department of Companies Affairs, Registrar of Companies, SEBI, Stock Exchanges and other governing authorities. Any change or alteration by the respective bodies in the prevailing and regulations in future times, that may render the accomplishment of the Issue's control shall not be countered as Book Running Lead Manager.



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failure in case of such an event, Book Running Lead Manager shall not be liable or legally bound to any proceedings or actions for refund of fees received by us till such date.

12. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Company and the Underwriters, 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 Underwriters to adhere to the time limits shall unless otherwise agreed between the Company and the Underwriter, discharge the Underwriter or Company of their / its obligation under the Underwriting Agreement. The Agreement shall be in force from the date of execution and will expire on completion of allotment for this Issue.

13. SEVERAL OBLIGATIONS

The Company and the Underwriters acknowledge and agrees that they are all liable on a several basis to each other in respect of the representative, warranties, indemnities, undertaking and other obligation given, entered into or made by each of them in this Agreement.

14. MISCELLANEOUS

The Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors. The Underwriter shall not assign or transfer any of their respective rights or obligations under this Agreement or purpose to do so without the prior consent of the 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 Underwriter.

15. 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 Mumbai, Maharashtra jurisdiction.

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 by the NSE 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 Mumbai, Maharashtra, 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 or any portion of a 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 provision of this Agreement shall continue to remain in full force and effect.

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 23 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 to not form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.



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22. ASSIGNMENT

No party may assign any of their 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 Underwriter, Book Running Lead Manager and Company.

The Underwriter hereby certifies and consent to act as Underwriter to the aforesaid Issue and to their name being inserted as Underwriter in the Draft Red Herring Prospectus and Issue Memorandum which the Company intends to Issue in respect of the proposed Issue and hereby authorized the Company to deliver this Agreement to SEBI and the Emerge Platform of National Stock Exchange India Limited (the "NSE EMERGE").

23. FEES, COMMISSION AND EXPENSES

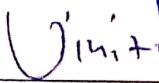
In consideration of the underwriting obligations performed by the Underwriter, the Company shall pay to the Underwriter fees and commissions mutually agreed by the Parties as per **Schedule A** in respect of the obligation undertaken from time to time. However, it may be noted that the rates or fees so agreed upon shall be subjected to the provisions of the Companies Act and that the obligation to pay underwriting commission shall arise upon execution of the agreement irrespective of the fact whether there is any development or no development on the Underwriters towards under subscription.

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 **Schedule A** of this Agreement.

24. EXECUTION

This Agreement and amendment to this Agreement, if any, may be executed in any number of counterparts, or using separate signature pages. Each such counterpart and each counterpart to which such signature pages are attached be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mail or other means of electronics transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE DATE MENTIONED ABOVE

<p>For and on behalf of <i>Vinit Mobile Limited</i></p>   <p>Name: Mr. Vinit Ravi Shankar Jalan Designation: Chairman and Managing Director DIN: 08666210</p>	<p><u>Witness</u></p> <p>Name: <i>Piyush Pansari</i> Address: <i>Flat No. 701A, Shringar Heavens, Alkaan Pandesara Road, Opp. D Mart Surat 394221</i> Signature: <i>Piyush</i></p>
<p>For and on behalf of <i>Comfort Securities Limited</i></p>   <p>Name: Mr. Alok Prasad Designation: Compliance Officer SEBI Registration Number: INM000011328</p>	<p><u>Witness</u></p> <p>Name: <i>Indrajit Soun</i> Address: <i>F-203, Nikki Nagar CHS, Adharwadi Tal Road, Gandhara, Kalyan (west)- 421301</i> Signature: <i>Indrajit Soun</i></p>