



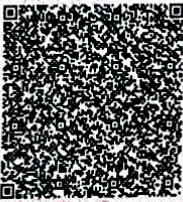
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सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ43669588469239Y
Certificate Issued Date : 13-Aug-2026 01:51 PM
Account Reference : CSCACC (GV)/ gjcsceg07/ GJ-AHLAL1130/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJCSCEG0777859883710263Y
Purchased by : VIVEKANAND COTSPIN LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : UNDERWRITER AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : VIVEKANAND COTSPIN LIMITED
Second Party : SWASTIKA INVESTMART LIMITED
Stamp Duty Paid By : VIVEKANAND COTSPIN LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



IN-GJ43669588469239Y

GG 0037374856**Statutory Alert:**

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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- 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" મોબાઈલ 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-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.



**UNDERWRITING AGREEMENT
FOR INITIAL PUBLIC OFFER OF
VIVEKANAND COTSPIN LIMITED**

DATED AUGUST 13, 2026

AMONGST

**VIVEKANAND COTSPIN LIMITED
(Issuer Company)**

AND

**SWASTIKA INVESTMART LIMITED
(Book Running Lead Manager)**

AND

**JEVIN STOCK BROKER PRIVATE LIMITED
(Underwriter to the Issue)**

UNDERWRITING AGREEMENT

This Underwriting agreement is made and entered in to Ahmedabad on this August 13, 2026 by and between:

VIVEKANAND COTSPIN LIMITED, a company incorporated under the Companies Act, 2013 as amended ("Companies Act") and having its Registered office situated at S/No 181/1, 182/1, At Rangpurda, Kadi, Mahesana-382715, Gujarat, India, India (hereinafter referred to as "**VCL**" or "**The Issuer 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

SWASTIKA INVESTMART LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Office No. 104, 1st Floor, KESHAVA Commercial Building, Plot No.C-5, "E" Block, Bandra Kurla Complex, Opp GST Bhavan, Bandra (East), Mumbai – 400051 (MH) (hereinafter referred to as "**Book Running Lead Manager**" or "**SIL**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**;

AND

JEVIN STOCK BROKER PRIVATE LIMITED, a Company incorporated under the Companies Act, 2013 and having its Registered Office at 1503-1504, X-CHANGE PLAZA, Block-53, Zone 5, Road, 5E Gift City Gandhinagar, 382050 (hereinafter referred to as "**JSBPL**" or "**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 Underwriting Agreement Issuer Company, Book Running Lead Manager, and Underwriter are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

- (A) The Issuer Company proposes to make a Proposed Initial Public Issue 60,00,000 equity shares of face value of Rs. 10/- each ("**equity shares**") of Vivekanand Cotspin Limited ("**VCL**" or the "**Company**" or the "**Issuer**" 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**").
- (B) The Issue comprises of 60,00,000 Equity Shares of Rs. [●]/- per Equity Shares (including premium of Rs. [●]/- per Equity Share) aggregating to Rs. [●] Lakhs ("**Issue**"). Out of which 3,00,000 Equity Shares of Rs. 10/- each at a price of Rs. [●]/- per Equity Shares (including premium of Rs. [●]/- per Equity Share) aggregating to Rs. [●] Lakhs will be reserved for subscription by Market Maker ("**Market Maker Reservation Portion**"). The Issue less the Market Maker Reservation Portion i.e. Net Issue of 57,00,000 Equity Shares of face value of Rs. 10/- each at a price of Rs. [●]/- per Equity Shares (including premium of Rs. [●]/- per Equity Share) aggregating to Rs. [●] Lakhs are hereinafter referred to as the "**Net Issue**". The Issue and the Net Issue will constitute 26.97% and 25.62%, respectively of the post Issue paid up equity share capital of the Issuer Company.
- (C) The Issue shall be conducted through Book Build Issue pursuant to Regulation 250 and 253 of the SEBI (ICDR) Regulations, 2018, pursuant to which the Equity Shares are to be Issue at the Issue Price of Rs. [●]/- per share.
- (D) The Issuer Company has obtained approval for the Issue pursuant to the Board resolution dated April 20, 2026. The Issuer Company has also obtained its shareholders' approval pursuant to Special Resolution under section 62(1)(c) of Companies Act 2013 passed at its Extra-Ordinary General Meeting held on April 20, 2026, which collectively authorises the Issuer Company's Directors, or any other authorised representatives, for the purpose of the Issue, to Issue and sign the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus this Agreement, the Memorandum(s) of

For, **JEVIN STOCK BROKER PRIVATE LIMITED**



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DIRECTOR

Understanding (as defined hereunder), Market Making Agreement (as defined hereunder), any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Issue and to do all acts, deeds or things as may be required.

- (E) The Issuer Company shall be applying for In-Principle approval for insertion of name of Stock Exchange in the Draft Red Herring Prospectus, Red Herring Prospectus, and Prospectus and for listing of its Equity Shares on the SME Platform of Stock Exchange.
- (F) The Company has appointed SIL, to manage the Issue as the Book Running Lead Manager and SIL has accepted the engagement in terms of their Memorandum of Understanding dated May 07, 2026 as amended, subject to the terms and conditions set forth therein.
- (G) One of the requirements of Issue 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 shall be hundred percent underwritten and that the Book Running Lead Manager shall underwrite at least 15% of the Issue.
- (H) Hence, SIL shall along with JSBPL act as Underwriters to the Issue and all the parties herein have therefore agreed to enter into this Agreement for the purpose of underwriting and amongst the other things as required under Regulation 14 of SEBI (Underwriters) Regulations, 1993.

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

1. DEFINITIONS AND INTERPRETATIONS

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

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

"Allotment" shall mean the Issue, allotment and transfer of Equity Shares to successful Applicants pursuant to this Issue.

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

"Application" shall mean an indication to make an Issue during the Issue period by an Applicant, pursuant to submission of Application Form, to subscribe for or purchase Equity Shares at the Issue Price including all revisions and modifications thereto, to the extent permissible under the SEBI (ICDR) Regulations, 2018.

"Application Amount" shall mean the number of Equity Shares applied for and as indicated in the Application Form multiplied by the price per Equity Share payable by the Applicants on submission of the Application Form.

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

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

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

For, JEVIN STOCK BROKER PRIVATE LIMITED

DIRECTOR



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"Book Running Lead Manager" Book Running Lead Manager shall mean, in this case being Swastika Investmart Limited ("SIL").

"Companies Act" shall mean the Indian Companies Act, 1956 and/or the Companies Act, 2013, 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, as amended from time to time.

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

"Designated Intermediaries" shall mean:

- i. an SCSB, with whom the bank account to be blocked, is maintained;
- ii. a syndicate member (or sub-syndicate member);
- iii. a stock broker registered with a recognized stock exchange (and whose name is mentioned on the website of the stock exchange as eligible for this activity) ('broker');
- iv. a registrar to an Offer and share transfer agent ('RTA');
- v. a depository participant ('DP') (whose name is mentioned on the website of the stock exchange as eligible for this activity).

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus of the Company which will be filed with Stock Exchange in accordance with 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 and shall be read and construed in context of the text to which it pertains.

"Issue" shall mean Fresh Issue of 60,00,000 Equity Shares having face value of Rs. 10/- each, in accordance with the Companies Act as defined herein, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other applicable laws at an Issue Price ("Issue Price") of Rs. [●]/- per share aggregating to Rs. [●] Lakhs.

"Issue Documents" shall mean and include the Draft Red Herring Prospectus/Red Herring Prospectus/Prospectus as and when approved by the Board of Directors of the Issuer Company and filed with Stock Exchange.

"Issue Closing Date" shall mean any such date on completion of the application hours after which the Collection Bankers will not accept any Applications for the Issue, which shall be notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper in Ahmedabad.

"Issue Opening Date" shall mean any such date on which the Designated Intermediaries shall start accepting Applications for the Issue, within the Application hours which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper in Ahmedabad.

"Issue Price" means Rs. [●]/- per Equity Share of face value Rs. 10/- each.

"Individual Investor Applicants" shall mean Individual Investor Applicants (including HUFs and NRIs) who have applied for Equity Shares, for minimum 2 lots and an amount more than Rs. 2,00,000 in any of the application options in the Issue.

"Mandate Letter" shall mean, engagement letter dated December 17, 2025 executed between Merchant Banker and Issuer Company".



"Market Maker Reservation Portion", shall mean the reserved portion of 3,00,000 Equity Shares of the face value of 10/- each, at an Issue Price of Rs. [●]/- per Equity Share aggregating to Rs. [●] Lakhs reserved for subscription by Market Maker.

"Market Making Agreement" shall mean the Agreement to be entered between Issuer Company, Book Running Lead Manager and Market Maker.

"Market Maker" shall mean any person who is registered as market maker with Stock Exchange.

"Material Adverse Effect" shall mean, individually or in the aggregate, a material adverse effect on the condition, financial or otherwise, or in the earnings, business, management, operations or prospects of the Issuer Company.

"Memorandum(s) of Understanding" shall mean the memorandum of understanding dated May 07, 2026 entered between the Issuer Company, and the Book Running Lead Manager.

"Net Issue" comprise a Net Issue to the Public of 57,00,000 Equity Shares of Rs. [●]/- each at Issue Price of Rs. [●]/- each, aggregating to Rs. [●] Lakhs.

"Non-Institutional Applicants" shall mean all Applicants that are not QIBs or Individual Applicants and who have applied for Equity Shares for more than 2 lots and an amount of more than ₹ 2,00,000.

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

"Prospectus" shall mean the Prospectus of the Company which will be filed with Stock Exchange / SEBI/ ROC and others in accordance with Section 26 and 32 of the Companies Act, 2013 and as per Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (after getting in-principle listing approval but before opening the Issue).

"Qualified Institutional Buyers" or "QIBs" shall mean a qualified institutional buyer as defined under Regulation 2(1)(ss) of the SEBI (ICDR) Regulations.

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

"SEBI (ICDR) Regulations 2018" shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 as applicable to the Issue.

"SEBI (Underwriters) Regulations 1993" shall mean SEBI (Underwriters) Rules and Regulations, 1993.

"SME Platform of Stock Exchange" shall mean the separate platform for listing companies which have Issue shares on matching the relevant criteria of Chapter IX of the SEBI (ICDR) Regulations, 2018, opened by the Stock Exchange.

"Stock Exchange" shall mean a recognised stock exchange having nationwide terminals.

"Underwriter" shall mean SIL and JSBPL.

1.2 In this Agreement, unless the context otherwise requires:

- Words denoting the singular shall include the plural and vice versa;
- Words denoting a person shall include an individual, corporation, Company, partnership, trust or other entity;
- Headings and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- References to the word "include" or "including" shall be construed without limitation;



- References to this Underwriting Agreement or to any other agreement, deed or other instrument shall be construed as a reference to this Underwriting Agreement or such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted;
 - Reference to any party to this Underwriting Agreement or any other agreement or deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and, in any other case, include its successors or permitted assigns;
 - References to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
 - A reference to an article, clause, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, paragraph or schedule of this Agreement;
 - Reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
 - Capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus.
- 1.3 The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.

2. UNDERWRITING

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

2.1 Following will be the underwriting obligations:

Details of Underwriter	No. of shares Underwritten	Amount Underwritten (₹ in Lakh)	% of the Total Issue Size Underwritten
SWASTIKA INVESTMART LIMITED; Office No. 104, 1st Floor, KESHAVA Commercial Building, Plot No.C-5, "E" Block, Bandra Kurla Complex, Opp GST Bhavan, Bandra (East), Mumbai – 400051; Merchant Banking Division: 48 Jaora Compound, M.Y.H Road, Indore (MP) – 452001; Tel. No.: +91 0731 664 4244; Email: mb@swastika.co.in ; Website: www.swastika.co.in ; Investor Grievance Email: mb.investorgrievance@swastika.co.in ; Contact Person: Mr. Mohit R. Goyal; SEBI Registration No.: INM000012102.	Upto 9,00,000	[•]	15.00%
JEVIN STOCK BROKER PRIVATE LIMITED; 1503-1504, X-Change Plaza, Block-53, Zone5, Road 5e Gift City, Gandhinagar, Gujarat, India, 380006; Tel No.: 079-69530000; Email: jevinstockbroking@gmail.com ; Website: www.jevin.in ; Contact Person: Tirth Ketanbhai Thakkar; SEBI Registration No.: INZ000317139	Upto 51,00,000*	[•]	85.00%



For, JEVIN STOCK BROKER PRIVATE LIMITED

Tishu

DIRECTOR

Details of Underwriter	No. of shares Underwritten	Amount Underwritten (₹ in Lakh)	% of the Total Issue Size Underwritten
Total	Upto 60,00,000	[●]	100.00%

**Includes Upto 3,00,000 Equity shares of Rs. 10/- each for cash of Rs. [●]/- the Market Maker Reservation Portion which are to be subscribed by the Market Maker in its own account in order to claim compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, as amended.*

- 2.2 Issuer Company shall before delivering to the Registrar of Companies (hereinafter referred to as "ROC") make available to the underwriter, a copy of the Red Herring Prospectus, Prospectus, which shall be as modified in the light of the observations made by Stock Exchange while issuing the in-principle approval letter. The Underwriter shall before executing its obligations under this Agreement satisfy itself with the Terms of the Issue and Other Information and disclosures contained therein.
- 2.3 The Red Herring Prospectus, Prospectus in respect of the Public Issue shall be delivered by the Issuer Company to the ROC for filing in accordance with the provisions of the Companies Act, 2013 as may be amended from time to time, and as the Underwriter may approve in writing, time being the essence of this Agreement. The Issuer Company agree that, if after filing of the Red Herring Prospectus, Prospectus with the ROC, any additional disclosures are required to be made in the interest of the investors in regard to any matter relevant to the Issue, the Issuer Company shall comply with such requirements as may be stipulated by Stock Exchange, SEBI, ROC or the Book Running Lead Manager and compliance of such requirements shall be binding on the Underwriter; provided that such disclosures shall not give a right to the Underwriter to terminate or cancel its Underwriting obligations unless such subsequent disclosures are certified by Stock Exchange or SEBI as being material in nature and essential for the contract of Underwriting.
- 2.4 The Issuer Company shall make available to the Underwriter a requisite application forms forming part of Abridged Prospectus and copies of the Red Herring Prospectus, Prospectus to the Underwriter. If the Underwriter desires to have more application forms and Red Herring Prospectus, Prospectus than specified it must state its requirements which would then be considered as condition for acceptance of this Underwriting Agreement. Thereafter, it is responsibility of the Issuer Company to deliver to the Underwriter the accepted quantity of application forms and Red Herring Prospectus, Prospectus prior to the date of opening of the Public Issue proof of such delivery, should be retained by the Company.
- 2.5 The subscription list shall be kept open by the Issuer Company for a minimum period of 3 working days and if required by the underwriter, the same may be kept open up to a maximum of 10 working days failing which the Underwriter shall not be bound to discharge the underwriting obligations under this Agreement.
- 2.6 All the applications made by any applicant except by Market Maker in its account shall be construed to be part of the "Net Issuer" applications.
- 2.7 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" as it needs to be subscribed in its account in order to claim compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, 2018. Accordingly, Market Maker shall ensure that its portion of 3,00,000 Equity Shares is subscribed in its account prior to the closure of the Issue.
- 2.8 In terms of para 2.7 above, SIL and JSBPL i.e. 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 arrangement, the Underwriter shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-underwriters/market maker to discharge their respective sub-underwriting/subscription obligations shall not exempt or discharge the Underwriter of its underwriting obligation under this Agreement.



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- 2.9 If the Net Issue is undersubscribed, SIL and JSBPL being the Underwriters for such portions shall be responsible to subscribe/ procure subscription to the unsubscribed shares. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1 above.
- 2.10 The 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 being oversubscribed, such applications shall be treated on par with those received from the public and under no circumstances, the applications bearing the stamp of the Underwriter or the sub-underwriter shall be given any preference or priority in the matter of allotment of the Issue Shares.
- 2.11 Only the Underwriter for the "Net Issue" shall be entitled to arrange for sub-underwriting of its underwriting obligation on his own account with any person or persons on term to be agreed upon between them. Notwithstanding such arrangement, the Underwriter shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-underwriters to discharge their respective sub-underwriting obligations, shall not exempt or discharge the underwriter of his underwriting obligation under this Agreement.
- 2.12 The said underwriting obligations for Underwriter in case of shortage in the respective portions shall be discharged in the manner mentioned below:
- a) The Company shall within 5 days, after the date of closure of subscription list, communicate in writing to the Underwriter, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the Underwriter or subscription to be procured therefore by the Underwriter.
 - b) The Company shall make available to the Underwriter, the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from the Issuer Company's auditors.
 - c) The Underwriter on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case within 60 days from the date of closure of the Issue, in the manner specified in clauses 2.8, 2.9 and elsewhere in this Agreement, make or procure the applications to subscribe to the shares and submit the same together with the application moneys to the Company in Public Issue Account opened specifically for this Issue.
 - d) 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 without prejudice to the rights of the Company to take such measures and proceedings as may be available to it against the Underwriter including the right to claim damage for any loss suffered by the Company by reason of failure on the part of the Underwriter to subscribe to the shares as aforesaid.

3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITER

- 3.1 **Net worth of the Underwriter:** The Underwriter hereby declares that it satisfies the net worth/capital adequacy requirements specified under the SEBI (Underwrites) and Regulations, 1993 or the bye-laws of the Stock Exchange of which the Underwriter is a member and that it is competent to undertake the underwriting obligations mentioned in Clause 2 hereinabove.
- 3.2 **Registration with the SEBI:** The Underwriter hereby declares that the Underwriter being a Merchant Banker/Stock Broker is entitled to carry on the business as an Underwriter without obtaining a separate certificate of registration under the SEBI (Underwriters) Regulations, 1993 framed under the SEBI Act, 1992.
- 3.3 The Underwriter confirms to the Issuer Company that it is responsible and liable to the Issuer Company for any contravention of the SEBI Act, 1992 and the rules or regulations made thereunder. The Underwriter further confirms that it shall abide by its duties, functions, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992 and the SEBI (Underwriters) Regulations 1993.

For, JEVIN STOCK BROKER PRIVATE LIMITED

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DIRECTOR



3.4 In addition to any representations of the Underwriter under the registration of Documents filed with the Stock Exchange, the Underwriter(s) hereby represents and warrants that:

- a) it has taken all necessary actions to authorize the signing and delivery of this Agreement;
- b) the signing and delivery of this Agreement and the compliance with this Agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Underwriter;
- c) it will comply with all of its respective obligations set forth in this Agreement;
- d) it shall ensure compliance with the applicable laws and rules laid down by the SEBI and Stock Exchange with respect to Underwriting in general and Underwriting this Public Issue in specific;
- e) it shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time;
- f) that all actions required to be taken, fulfilled or things required to be done (including, but without limitation, the making of any filing or registration) for the execution, delivery and performance by the Underwriter of its obligations under this Agreement and performance of the terms thereof have been taken, fulfilled or done and all consents, authorizations, orders or approvals required for such execution, delivery and performance have been unconditionally obtained and remain in full force and effect;
- g) unless otherwise expressly authorized in writing by the Issuer Company, neither the Underwriter nor any of its Affiliates nor any of its or their respective directors, employees or agents, has made or will make any verbal or written representations in connection with the Issue other than those representations made pursuant to the terms and conditions set forth in this Agreement or contained in the Offer Document(s) or in any other document, the contents of which are or have been expressly approved or provided for in writing for the Issue purpose by the Issuer Company.

3.5 The Underwriter acknowledges that it is under a duty to notify the Issuer Company and the Stock Exchange immediately in case it becomes aware of any breach of a representation or a warranty.

4. REPRESENTATIONS AND WARRANTIES BY THE OFFEROR COMPANY

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

4.2 In addition to any representations of the Issuer Company under the Draft Red Herring Prospectus/Red Herring Prospectus / Prospectus, the Issuer Company hereby represent and warrant 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 Issuer Company;
- c) it will comply with all of its respective obligations set forth in this Agreement;
- d) It shall ensure compliance with the applicable laws and rules laid down by SEBI and the Stock Exchange with respect to the role of the Issuer Company in the Market Making process in general and Market Making process in the shares of the Issuer Company in specific;
- e) it shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, stock exchanges and related associations from time to time.

4.3 The Issuer Company acknowledges that they are under duty to notify the Underwriter/Book Running Lead Manager and the Stock Exchange immediately in case they 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 Stock Exchange with respect to the role of the Book Running Lead Manager in the Market Making process in general and Market Making process in the shares of the Issuer Company in specific;
- e) it shall follow fair trade practices and abide by the code of conducts and ethical standards specified by SEBI, the stock exchanges and related associations from time to time.

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

6. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS:

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

- a) Subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, Stock Exchange or any other governmental, regulatory or judicial authority, which in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to carry out the Underwriting Obligations;
- b) Subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company, taken as a whole, which in the judgment of the Book Running Lead Manager, is material and adverse and that makes it, in the judgment of the Book Running Lead Manager, impracticable to market the Issue Shares on the terms and in the manner contemplated in the Offer Document(s);
- c) If the Underwriter is notified or becomes aware of any such filing, communication, occurrence or event, as the case may be, that makes it impracticable to carry out its Underwriting obligations, it may give notice to the Issuer Company to the effect, with regard to the Issue Shares, and this Agreement shall terminate and cease to have effect, subject as set out herein;
- d) The representations and warranties of the Issuer Company contained in this Agreement shall be true and correct on and as of the Issue Closing Date and that the Issuer Company shall have complied with all the conditions and obligations under this Agreement and the Memorandum of Understanding dated May 07, 2026 on its part to be performed 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 SME Platform of Stock Exchange 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 Issuer Company shall have furnished to the Underwriter such further information, certificates, documents and materials as the Underwriter shall reasonably request in writing.

6.2. If any condition specified in Clause 6.1 shall not have been fulfilled as and when required to be fulfilled, this Agreement may be terminated by the Underwriter(s) by written notice to the Issuer

For, JEVIN STOCK BROKER PRIVATE LIMITED

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DIRECTOR



Company any time on or prior to the Issue Closing Date; provided, however, that the provisions of Clause 7, 8, 11, 14, 15, 17, and 21 shall survive the termination of this Agreement.

7. FEES, COMMISSIONS AND EXPENSES

- 7.1. In consideration of the underwriting obligations performed by the Underwriter, the Issuer Company shall pay the Underwriter the fees and commissions mutually agreed by the parties in respect of the obligations undertaken by them. Such fee shall be paid to the Underwriter or such other persons as directed by the Underwriter from time to time. However, it may be noted that the rates or fees so agreed upon shall be subject to the provisions of the Companies Act, 2013 and that the obligation to pay underwriting commission shall arise upon execution of this Agreement irrespective of the fact whether there is any devolvement or no devolvement on the underwriter towards under subscription.
- 7.2. The Issuer 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 mandate letter.

8. INDEMNITY

- 8.1. The Underwriter shall indemnify and keep indemnified the Issuer Company for its own account and on the account of its Affiliates and all the respective directors, officers, employees, duly authorised agents and Controlling Persons (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to the failure of underwriting obligations under this Agreement and failure to perform as Underwriter.

Provided however that the Underwriter will not be liable to the Issuer Company to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from the Issuer Company or due to bad faith or gross negligence or wilful misconduct, illegal or fraudulent acts, in performing the services under this Agreement by the Issuer Company. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings.

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

- 8.3. The indemnity provisions contained in this Clause 8 and the representations, warranties and other statements of the Issuer Company, the Book Running Lead Manager and the Underwriter contained in this Agreement shall remain operative and in full force and effect regardless of (i) termination of this



Agreement, (ii) any investigation made by or on behalf of any Underwriter or its directors, officers, employees, agents and representatives, or by or on behalf of the Issuer Company, its respective officers or directors or any Affiliate or person Controlling the Company and (iii) acceptance of and payment for any of the Equity Shares.

9. TERMINATION

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

- i. if any representations/statements made by the Issuer Company to the Underwriter/Book Running Lead Manager and/or in the application forms, negotiations, correspondence, the Red Herring Prospectus, Prospectus or in this Agreement are or are found to be incorrect;
- ii. a complete breakdown or dislocation of business in the major financial markets, affecting the cities of Kolkata, Mumbai, Chennai, New Delhi, Ahmedabad;
- iii. declaration of war or occurrence of insurrection, civil commotion or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Mumbai, Chennai, New Delhi, Ahmedabad;
- iv. there shall have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the assets, liabilities, earnings, business, prospects, management or operations of the Issuer Company, whether or not arising in the ordinary course of the business that, in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable or inadvisable to market the Equity Shares on the terms and conditions and in the manner contemplated in the Issuer Document(s) and this Agreement.
- v. the Book Running Lead Manager may terminate this Agreement with immediate effect, which in view of the Book Running Lead Manager, affects the ability of the Underwriter to carry out its obligations or negatively affects the goodwill of the Issuer Company.

Provided that such termination shall occur only after receipt of the written consent of the Issuer Company by the Book Running Lead Manager.

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

9.3 The provisions of Clause 5, 6, 7, 8, 11, 12, 13, 16, 17, 19, 20 and 21 shall survive upon termination of this Agreement.

10. NOTICES

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

11. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Issuer Company and the Underwriter are subject to the condition that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company or



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the Underwriter to adhere to the time limits shall unless otherwise agreed between the Company and the Underwriter, discharge the Underwriter or the Issuer Company of its obligations under the Underwriting Agreement. This agreement shall be in force from the date of execution and will expire on completion of allotment for the Issue.

12. SEVERAL OBLIGATIONS

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

13. 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 its rights or obligations under this Agreement or purport to do so without the consent of the Issuer Company. The Issuer Company shall not assign or transfer any of its/their rights or obligations under this Agreement or purport to do so without the consent of the Underwriter.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

15. ARBITRATION

Reference to arbitration: Any dispute arising out of this Agreement between the Underwriter and the Company shall be referred to the Arbitration Committee constituted by the Stock Exchange in which the shares are proposed to be listed and the decision of the Arbitration Committee shall be final and binding on both the parties.

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

16. 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.

17. SEVERABILITY

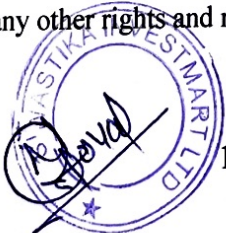
If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

18. 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.

19. CUMULATIVE REMEDIES

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



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For, JEVIN STOCK BROKER PRIVATE LIMITED

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DIRECTOR

20. ILLEGALITY

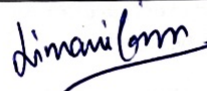
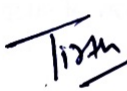
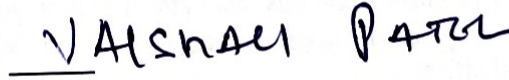
If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of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

21. ASSIGNMENT

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

The undersigned hereby certifies and consents to act as Underwriter to the aforesaid Issue and to their name being inserted as Underwriter in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus which the Issuer Company intends to Issue in respect of the proposed Issue and hereby authorize the Issuer Company to deliver this Agreement to SEBI and the SME Platform of Stock Exchange.

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

For, VIVEKANAND COTSPIN LIMITED  NIRAV BHARATBHAI PATEL Managing Director DIN: 02055489 	Witness Signature:  Name: Ankit Sandhikher Address: Futale Daxwara Soniyaki gali nathdwara.
For, SWASTIKA INVESTMART LIMITED (As Book Running Lead Manager)  Mr. Mohit Goyal Principal Officer	Witness 2. Signature:  Name: Himani Jain Address: 1541, Scheme No. 71, Indore
For, JEVIN STOCK BROKER PRIVATE LIMITED (As Underwriter)  Tirth Ketnabhai Thakkar Director DIN: 08244015 	Witness 1. Signature:   Name: Valsahi Patel Address: 1109 Sankalp Square 