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INDIA NON JUDICIAL

Government of Punjab

e-Stamp

Certificate No.	:	**IN-PB52429926454450X**
Certificate Issued Date	:	09-Jul-2025 01:23 PM
Certificate Issued By	:	pbsnjvdas
Account Reference	:	NEWIMPACC (SV)/ pb7060004/ AMRITSAR/ PB-AS
Unique Doc. Reference	:	SUBIN-PBPB70600040274396222355 8X
Purchased by	:	ARVIND KUMAR
Description of Document	:	Article 5(d) Agreement - if not otherwise provided for
Property Description	:	Not Applicable
Area of Property	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	KAYTEX FABRICS LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	KAYTEX FABRICS LTD
Stamp Duty Amount(Rs.)	:	600 (Six Hundred only)
Social Infrastructure Cess(Rs.)	:	0 (Zero)
Total Stamp Duty Amount(Rs.)	:	600 (Six Hundred only)

SANJEEV DAVESAR
ACC PB7060004
AMRITSAR

IN-PB52429926454450X

Please write or type below this line

PF 0009943277

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.
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.

THIS UNDERWRITING AGREEMENT MADE AND ENTERED AT MUMBAI, MAHARASHTRA ON JULY 18, 2025 BETWEEN:

KAYTEX FABRICS LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Batala Road Post Office Khanna Nagar, Amritsar, 143001, Punjab, India (hereinafter referred to as **"the Company"/ "the Issuer Company"/ "Issuer"/ "Kaytex Fabrics"**) 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

SOCRADAMUS CAPITAL PRIVATE LIMITED, a Company registered under the Companies Act, 2013, and having its registered office at Gala No. 303, Cama Industrial Estate, Sun Mill Compound, Lower Parel, Delisle Road, Mumbai-400 013, Maharashtra, India (hereinafter referred to as **"Book Running Lead Manager" or "BRLM" and "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 **SECOND PART;**

AND

MR. SANJEEV KANDHARI, residing at H. No 292A, Police Line, Lawrence Road, Amritsar – 143001, Punjab (Hereinafter referred to as the "**Selling Shareholder 1**"), 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**;

AND

MR. AMIT KANDHARI, residing at H.No.293A, Police Line, Lawrence Road, Amritsar -143001, Punjab (Hereinafter referred to as the "**Selling Shareholder 2**"), 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 **FOURTH PART**;

In this Underwriter Agreement, Selling Shareholder 1 and Selling Shareholder 2 are collectively referred to as "**Selling Shareholders**".

In this Underwriting Agreement, the Company, Selling Shareholders, BRLM and Underwriter are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

A. The Company is proposing to an initial public offer of equity shares of Rs. 10 each (the "**Equity Shares**") of the Company comprising a fresh issue of up to 31,99,200 Equity Shares by the Company (the "**Fresh Issue**") ") and an Offer of Sale of up to 6,79,200 Equity Shares by the Selling Shareholders (the "**Offer for Sale**" and together with the Fresh Issue, the "**Offer**") in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company in consultation with the Book Running Lead Manager in accordance with the Book Building Process under the SEBI ICDR Regulations, as amended from time to time at a price as may be disclosed in Prospectus filed with ROC being (the "**Offer Price**"). The Offer will be made (i) within India to Indian institutional investors, including QIBs, Anchor Investors, Non-Institutional and Individual Bidders in reliance on Regulation S under the United States Securities Act of 1933, and (ii) outside the United States and India, in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law.

FOR KAYTEX FABRICS LIMITED	FOR SOCRADAMUS CAPITAL PRIVATE LIMITED	FOR SANJEEV KANDHARI	FOR AMIT KANDHARI
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B. The Offer comprises of a Net Offer to Public of as disclosed in the Prospectus ("**Net Offer**") and a reservation of Market Maker of as disclosed in the Prospectus of the Company. The Net Offer to public shall comprise of Offer to Qualified Institutional Buyers, Anchor Investors, Non-Institutional Bidders and Individual Bidders.

C. The Issuer Company has obtained approval for the Offer pursuant to the Board resolution dated December 23, 2024. The Issuer Company passed a special resolution under section 62(1)(c) at the Annual General Meeting held on December 27, 2024.

D. Each of the Selling Shareholders have, severally and not jointly, authorized and consented to participate in the Offer for Sale to the extent of their respective Offered Shares, pursuant to their respective board resolution dated December 23, 2024.

E. One of the requirements of issuing shares to the Public in accordance with the Chapter IX of the SEBI ICDR Regulations, as specified in Regulation 260 (2) of the said Regulations is that the Offer shall be 100% underwritten and that the Book Running Lead Manager shall underwrite at least 15% of the total Offer, Socradamus Capital Private Limited being the Book Running Lead Manager to the Offer.

F. The Issuer Company and Selling Shareholders have approached Socradamus Capital Private Limited for being appointed as Book Running Lead Manager and Underwriter for this Offer. Socradamus Capital Private Limited has accepted such proposal and has confirmed that there is no conflict of interest arising from such transaction or arrangement.

G. Socradamus Capital Private Limited shall act as Underwriter to this Offer and all the parties herein have therefore agreed to enter into this agreement for the purpose of underwriting.

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:

"**Affiliates**" with respect to any person means (a) any persons that directly or indirectly, through one or more intermediaries, control or are controlled by or are under common control with, the specified person.

"**Allotment**" shall mean the Issue and allotment of Equity Shares pursuant to the Fresh Issue and transfer of the Offered Shares pursuant to the Offer for Sale to the successful Bidder;

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

"**Anchor Investor(s)**" shall mean Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus and who has applied for an amount of at least ₹200.00 lakhs.

"**Bid**" shall mean an indication to make an offer during the Bid/Offer Period by an ASBA Bidder pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/Offer Period by an Anchor Investor, pursuant to submission of the

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Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations and in terms of the Red Herring Prospectus and the Bid cum Application Form. The term "**Bidding**" shall be construed accordingly.

"**Bid Amount**" shall mean the highest value of optional Bids indicated in the Bid cum Application Form and, in the case of RIBs Bidding at the Cut off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such Individual Bidder and mentioned in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the Bidder, as the case may be, upon submission of the Bid.

"**Bid cum Application Form**" shall mean the Anchor Investor Application Form or the ASBA Form, as the context requires.

"**Bidder**" shall mean any prospective investor who makes a Bid for Equity Shares in terms of the Red Herring Prospectus and the Bid cum Application Form.

"**Bid/Offer Closing Date**" shall mean except in relation to Anchor Investors, any such date on completion of the application hours after which the Designated Intermediaries will not accept any Bids for the Offer which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

Bid/ Offer Opening Date" shall mean, except in relation to Anchor Investors, any such date on which the Designated Intermediaries shall start accepting Bids for the offer, 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.

"**Bid/Offer Period**" shall mean, except in relation to Anchor Investors, the period between the Bid/Offer Opening Date and the Bid/Offer Closing Date, inclusive of both days, during which Bidders can submit their Bids, including any revisions thereof.

"**Book Running Lead Manager**" or "**BRLM**" shall mean Socradamus Capital Private Limited;

"**Cap Price**" shall mean higher end of the Price Band, above which the Offer Price and the Anchor Investor Offer Price will not be finalised and above which no Bids will be accepted. The Cap Price shall be at least 105% of the Floor Price and less than or equal to 120% of the Floor Price.

"**Companies Act**" shall mean the Indian Companies Act, 1956 and Companies Act, 2013, as amended from time to time;

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

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

"**Draft Red Herring Prospectus**" shall mean the Draft Red Herring Prospectus issued in accordance with the ICDR Regulations, which did not contain complete particulars of the price at which the Equity Shares will be Allotted.

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

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"**Fresh Issue**" shall mean issue of upto 31,99,200 Equity Shares having face value of Rs. 10/- each (the "**Equity Shares**") in accordance with the Chapter IX SEBI ICDR Regulations, (as defined herein) and applicable Indian securities laws.

"**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.

"**Individual Bidders**" shall mean Bidders, who have applied for the Equity Shares for a minimum bid size of two lots wherein the amount exceeds more than ₹2.00 lakhs in any of the Bidding options in the Issue (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs).

"**Market Maker Reservation Portion**" shall be not be less than 5% of shares offered under the IPO as required as per Regulation 261, sub regulation (4) of SEBI ICDR Regulations.

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

"**Net Offer**" shall mean issue of equity shares in the Offer excluding Market Maker Reservation Portion.

"**Non-Institutional Bidders**" shall mean all Bidders that are not QIBs or Individual Bidders and who have Bid for Equity Shares for an amount of more than two lots (but not including NRIs other than Eligible NRIs);

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

"**Offer Agreement**" shall mean agreement dated January 10, 2025 between Book Running Lead Manager and the Issuer company and Selling Shareholders.

"**Offer Document**" shall mean and include the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus as and when approved by the Board of Directors of Issuer Company and to be filed with SME Platform of NSE.

"**Offer for Sale**" shall mean the offer for sale component of the Offer of up to 6,79,200 Equity Shares offered by Selling Shareholders, comprising of an offer for sale of up to 3,39,600 by Sanjeev Kandhari and up to 3,39,600 Equity Shares by Amit Kandhari.

"**Offer Price**" shall mean the final price at which Equity shares will be allotted in terms of the Red Herring Prospectus, the Offer price will be decided by our company in consultation with BRLM on the pricing date in accordance with the Book Building Process and the Red Herring Prospectus.

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

"**Pricing Date**" shall mean the date on which our Company in consultation with the Book Running Lead Manager, will finalise the Offer Price.

"**Selling Shareholders**" has the meaning ascribed to it in Preamble to this Agreement.

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"**Selling Shareholder's Offered Shares**" shall mean the Equity Shares offered for sale by the Selling Shareholders in the Offer.

"**Prospectus**" shall mean the prospectus to be filed with the RoC on or after the Pricing Date in accordance with Section 32 of the Companies Act, 2013, and the SEBI ICDR Regulations containing, *inter-alia*, the Offer Price, the size of the Offer and certain other information, including any addenda or corrigenda thereto.

"**Public Offer Account**" shall mean the bank account opened with the Public Offer Account Bank under Section 40 of the Companies Act, 2013 to receive monies from the Escrow Accounts and the ASBA Accounts on the Designated Date.

"**Qualified Institutional Buyers**" or "**QIBs**" shall have the meaning given to such term under the SEBI (ICDR) Regulations 2018, and includes public financial institutions as specified in Section 4A of the Companies Act, 1956, scheduled commercial banks, mutual funds registered with SEBI, state industrial development corporations, insurance companies registered with the Insurance Regulatory and Development Authority, provident funds with minimum corpus of Rs.250 million and pension funds with minimum corpus of Rs.250 million;

"**Red Herring Prospectus**" shall mean the Red Herring Prospectus to be issued by our Company 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 price at which the Equity Shares will be offered and the size of the Offer, including any addenda or corrigenda thereto. The Red Herring Prospectus will be filed with the RoC at least three Working Days before the Bid/ Offer Opening Date and will become the Prospectus 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 ICDR Regulations**" shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended and as applicable to the Offering.

"**SME Platform of NSE**" shall mean the separate platform for listing company which have issued shares/or whose shares have been offered or match the relevant criteria of Chapter IX of the SEBI ICDR Regulations, as amended from time to time.

"Stock Exchange" shall mean NSE.

"**Underwriters**" shall mean Socradamus Capital Private Limited and having its registered office at Gala No. 303, Cama Industrial Estate, Sun Mill Compound, Lower Parel, Delisle Road, Mumbai-400 013, Maharashtra, India.

1.2 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;

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AUTHORISED SIGNATORY	Kritika Rupda **AUTHORISED SIGNATORY**	**AUTHORISED SIGNATORY**	**AUTHORISED SIGNATORY**

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

(f) references to any Party shall also include such Party's authorized representatives, successors in interest and permitted assigns or heirs, executors, administrators and successors, as the case maybe, under any agreement, instrument, contract or other document;

(g) references to statutes or regulations or statutory or regulatory provisions include such statutes or statutory provisions and any orders, rules, regulations, guidelines, clarifications, instruments or other subordinate legislation made under them as amended, supplemented, extended, consolidated, re-enacted or replaced from time to time;

(h) references to a Section, Paragraph or Annexure are, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Offer Agreement;

1.3 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 and the Red Herring Prospectus.

1.4 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 subjects to its terms and conditions, the Underwriters hereby agrees to underwrite and / or procure subscription for the equity shares offered in the Offer in the manner and on the terms and conditions contained elsewhere in of this Agreement and as mentioned below:

2.1 Following will be the underwriting obligations of each respective under:

Name of the Underwriter	No. of shares underwritten	% of the Total Offer underwritt
Socradamus Capital Private Limited	Upto 38,78,400	100.00
Total	**Upto 38,78,400**	**100.00**

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

2.3 The Company agrees that, if after filing of Red Herring Prospectus with the ROC any additional disclosures are required to be made in the interest of the investors in regards to any matter relevant to the offer, the Company shall with such requirements as may be stipulated by NSE or SEBI or the Book Running Lead Manager and compliance of such requirements shall be binding on the underwriter; provided that such disclosures shall not give a right to the underwriter to terminate or cancel its underwriting obligations unless such subsequent disclosures are certified by NSE or SEBI as being material in nature and essential for the contract of underwriting; the question whether or not

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such subsequent disclosures are material in nature, the decision of NSE or SEBI shall be final and binding on both the parties.

2.4 The Company shall make available to the Underwriters a minimum of two [bid cum application forms forming part of abridged prospectus and 1 copy of the Red Herring prospectus for every lakh of rupees and every 10 lakhs rupees of underwriting accepted by the underwriter respectively. If the underwriters desire to have more bid cum application forms and Red Herring prospectus than specified he must state his requirements which would then be considered as condition for acceptance of this underwriting Agreement. Thereafter, it is responsibility of the Company to deliver to the underwriters the mutually accepted between the Company and the Underwriter, the quantity of application forms and Red Herring prospectus as soon as the Red Herring prospectus is filed with the ROC but in any case, not later than 3 days prior to the date of opening of the Offer, proof of which, should be retained by the company.

2.5 The subscription list for the public offer shall open not later than three months from the date of this agreement or such extended period(s) as the underwriters may agrees to in writing. The subscription list shall be kept open by the company for a minimum period of 3 working days and if required by the underwriter, the same may be kept open upto a maximum of 10 working days failing which the underwriter shall not be bound to discharge the underwriting obligations under this agreement.

2.6 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 offer 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.

2.7 All the applications made by any applicant except by Market Maker in its "OWN" account shall be construed to be part of the "Net Offer" applications. In case of shortage in any of the specific portion (i.e., Market Maker Reservation Portion and the Net Offer Portion), the other Underwriter shall not be liable for any damages or losses as long as it has completed its individual obligations stated in 2.1 of this agreement.

2.8 In relation to the Market Maker Reservation Portion, it is compulsory that the Market Maker i.e., Alacrity Securities Limited subscribes to the specific portion of the Offer set aside as "Market maker Reservation Portion" as it needs to be subscribed in its own account in order to claim compliance with the requirements of Regulation 261 of the SEBI ICDR Regulations, as amended from time to time. Hence, Alacrity Securities Limited shall ensure that its portion of equity shares is subscribed prior to the Closure of the Offer and that there are no relevant shortages in the same. However, if in any situation there is a shortage in the same upon the closure of the offer, then the shortage shall have to be met by the BRLM by arranging for additional application in its "OWN" Account and BRLM shall not be allowed to procure applications from the Public at large in order to meet such shortages.

2.9 Only the Underwriter for the "Net Offer" 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 Underwriters 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.

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2.10 If the Net Offer is undersubscribed, Socradamus Capital Private Limited being the Underwriters for such portion shall be responsible to subscribe/ procure subscription to the unsubscribed shares. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1 above.

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

a) the Company shall within 30 days after the date of closure of subscription list communicate in writing to the respective underwriter, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the underwriter or subscription to be procured therefore by the underwriter.

b) the Company shall make available to the respective underwriter, the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from the company's auditors.

c) the respective underwriter on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case not later than 30 days after receipt of the communication under sub-clause (a) above, in the manner specified in clauses 2.7, 2.8 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 its Public Offer Account opened specifically for this Offer.

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.

2.12 The Company is free to quantify the damage being a multiple of the value of the shares not subscribed by the respective underwriter.

3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITERS

3.1 **Net worth of the Underwriter.** The underwriter(s), hereby declares that they satisfy the Net Worth/ Capital Adequacy Requirements specified under the SEBI (Merchant Bankers) Regulations, 1992.

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

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

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

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

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

d) It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of NSE w.r.t underwriting in general and underwriting this Public Offer in specific.

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

3.4 The Underwriter(s) acknowledge that it is under a duty to notify the Issuer Company, the Selling Shareholders and the SME Platform of NSE immediately in case it become aware of any breach of a representation or warranty

4. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY AND SELLING SHAREHOLDERS

4.1 **Warranty as to statutory and other approvals.** The Company and the Selling shareholders, severally and jointly, warrants that all consent, sanctions, clearance, approvals, permissions, licenses, etc., in connection with the public offer 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.

4.2 In addition to any representations of the Issuer and the Selling Shareholder under the Draft Red Herring prospectus and Red Herring prospectus the Issuer Company and Selling Shareholders hereby severally 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 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 the SEBI and the SME Platform of NSE with respect to the role of the Issuer Company in the Market Making process in general and Market Making in the shares Kaytex Fabrics Limited, in specific.

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

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

5. CONDITIONS OF THE UNDERWRITERS' OBLIGATIONS

5.1 The several obligations of the Underwriter(s) under this agreement are subject to the following conditions:

a) Subsequent to the execution and delivery of this Agreement and prior to the Bid/Offer Closing Date there shall not have occurred any regulatory changes, or any development involving a prospective regulatory

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changes or any order or directive from SEBI, the SME Platform of NSE or any other governmental, regulatory or judicial authority that, in the judgment of the Underwriter(s), is material and adverse and that makes its, in the judgment of the Underwriter(s), impracticable to carry out Underwriter(s) obligations.

b) Subsequent to the execution and delivery of this Agreement and prior to the Bid/Offer Closing Date there shall not have occurred any change, or any development involving a prospective changes, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company and its subsidiaries, taken as a whole, that, in the judgment of the BRLM, is material and adverse and that makes it, in the judgment of BRLM, impracticable to market the Offer Shares on the terms and in the manner contemplated in the Offer Documents.

c) If the Underwriter(s) are so notified or become aware of any such filing, communication, occurrence or event, as the case may be, they may give notice to the company to the effect, with regard to the Offered shares this agreement shall terminate and cease to have effect, subject as set out herein.

d) The representations and warranties of the Issuer Company and Selling Shareholders contained in this Agreement shall be true and correct on and as of the Bid/Offer Closing Date and that the Issuer Company and the Selling Shareholders shall have complied with all the conditions and obligations under this Agreement and the Offer Agreement dated January 10, 2025 on its part to be performed or satisfied on or before the Bid/Offer Closing Date.

e) Prior to the Bid/Offer Closing Date, the BRLM and the Company shall have furnished to the Market Maker such further information, certificates, documents and materials as the Market Maker shall reasonably request in writing.

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

6. FEES, COMMISIONS AND EXPENSES

6.1 In consideration of the underwriting obligations performed by the underwriter the Company shall pay the Underwriter the fees and commissions mutually agreed by the parties as per Schedule A in respect of the obligations undertaken by them. Such aggregate fee shall be divided in the manner set forth in Schedule A and will 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 so agreed upon shall be subject to the provisions of the Companies Act and that the obligation to pay underwriting commission shall arise only upon the underwriter fulfilling his underwriting obligation and duly subscribing to the shares, if any, devolved on him.

6.2 The Company and the Selling Shareholders shall not bear any other expenses or losses, if any, incurred by the Underwriter in order to fulfil their respective Obligations, except for the fees/commissions etc. mentioned in Schedule A of this Agreement.

7. INDEMINITY

FOR KAYTEX FABRICS LIMITED	FOR SOCRADAMUS CAPITAL PRIVATE LIMITED	FOR SANJEEV KANDHARI	FOR AMIT KANDHARI
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a) The Underwriters herein shall indemnify and keep indemnified the Issuer and the Selling Shareholders for its 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 they (or any of them) incur or which is made against them (or any of them) 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 any bad faith, dishonesty, illegal or fraudulent acts or the willful defaults or gross negligence on the part of the underwriters. 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 other proceeding.

b) The Issuer Company shall indemnify and keep indemnified, the Book Running Lead Manager, Underwriters and Market Makers 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, claims, charges, actions, proceedings, damage, expenses or demands which they (or any of the 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 the light of the circumstances under which they were made not misleading, or which are 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 other 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 Company will not be liable to the Book Running Lead Manager and the, 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 the Underwriter severally, as the case may be, bad faith or gross negligence or willful misconduct, illegal or fraudulent acts, in performing the services under this Agreement.

c) Each of the Selling Shareholders shall indemnify, keep indemnified, and hold harmless the Indemnified Party at all times, from and against any and all losses, to which such Indemnified Party may become subject under any Applicable Law or otherwise consequent upon or arising, directly or indirectly, out of or in connection with or in relation to (i) any breach or alleged breach by the Selling Shareholder of any obligation, representation, warranty, undertaking or covenant under this Agreement and the respective Selling Shareholder Documents, or (ii) any untrue statement or alleged untrue statement of a material fact relating to itself or its portion of the Offered Shares contained in the Offer Documents, or in any other information or documents, prepared by or on behalf of the Selling Shareholder, or any amendment or supplement to the foregoing, or any marketing materials, presentation, or road show materials or any other information or document prepared by or on behalf of it in relation to itself or its portion of the Offered Shares or the omission or the alleged omission to state therein a material fact which is required to be stated or necessary in order to make the statements therein in light of the circumstances under which they were made not misleading, or (iii) the transfer or transmission of any information relating to itself or its portion of the Offered Shares to any Indemnified Party by such Selling Shareholder, or their respective directors, officers, employees or representatives, as applicable, in violation or alleged violation of any Applicable Law and/or contract or regulation in relation to confidentiality (including in relation to furnishing information to analysts) and/ or consequent to information furnished by the Selling Shareholder, and/ or their advisors, agents, representatives, consultants, directors, employees and official; or (iv) payment of any taxes (including interest and penalties) to be borne by it pursuant to the Offer, including the securities transaction tax in relation to the Offer,

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and (v) any correspondence with SEBI, the RBI, the Registrar of Companies, the Stock Exchanges, or any other Governmental Authority in connection with the Offer or any information provided by or on behalf of such Selling Shareholder or its employees or representatives, or agents, consultants and advisors to an Indemnified Party to enable such Indemnified Party to correspond with any Governmental Authority with respect to the Offer. The Selling Shareholders shall reimburse any Indemnified Party for all expenses (including, without limitation any legal or other expenses and disbursements) as they are incurred by such Indemnified Party in connection with investigating, disputing, preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation to which the Indemnified Party may become subject, in each case, as such expenses are incurred or paid.

d) Provided however that the Selling Shareholders will not be liable under this Clause to the extent that any claims, actions, losses, damages, penalties, liabilities, costs, charges, expenses, suits, or proceedings of whatever nature, has resulted, as has been finally judicially determined by an order of a court of competent jurisdiction, after exhausting any appellate, revisional or writ remedies, solely and directly from the relevant Indemnified Party's bad faith, wilful misconduct, gross negligence or fraud in performing the services described in this Agreement or the Engagement Letter.

8. TERMINATION

8.1 Notwithstanding anything contained herein, the underwriter(s) shall have the option to be exercised by him at any time prior to the opening of the offer as notified in the Red Herring Prospectus of terminating this agreement under any or all of the following circumstances –

i. if any representations/ statement made by the Company and the Selling Shareholders to the underwriter and/ or in the bid cum application forms, negotiations, correspondence, the red herring prospectus and the prospectus or in this letter are or are found to be incorrect;

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

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 India.

8.2 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 this letter of underwriting, the underwriter shall inform the Company or the Selling Shareholders with adequate documentary evidence of the breach/non-performance by Registered post/ Speed post and acknowledge obtained therefore, whereupon the underwriter shall be released from all or any of the obligations required to be performed by him.

8.3 The provision of Section 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 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, postage prepaid, address of the Party specified in the recitals to this Agreement, or to such fax number as may be designated in writing by such Party. All

FOR KAYTEX FABRICS LIMITED	FOR SOCRADAMUS CAPITAL PRIVATE LIMITED	FOR SANJEEV KANDHARI	FOR AMIT KANDHARI
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notices and other communications 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 tele facsimile or similar facsimile or similar facsimile transmission, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when electronically confirmed.

If to the Company:

KAYTEX FABRICS LIMITED
Name: Amit Kandhari
Batala Road, Post Office Khanna Nagar,
Amritsar – 143 001, Punjab, India
Tel. No.: 0183 – 400 9025
Designation: Whole Time Director & CFO
Tel. No.: 0183 – 400 9025
E-mail: info@kaytexfabrics.com

If to the Book Running Lead Manager and Underwriter:

SOCRADAMUS CAPITAL PRIVATE LIMITED
Name: Kritika Rupda
Gala No. 303, Cama Industrial Estate,
Sun Mill Compound, Delisle Road, Lower Parel (West),
Mumbai – 400 013, Maharashtra, India
Tel No.: 022 – 4961 4235
E-mail: info@socradamus.in

If notices to the Selling Shareholders:

Name: Sanjeev Kandhari
Batala Road, Post Office Khanna Nagar,
Amritsar – 143 001, Punjab, India
Tel. No.: 0183 – 400 9025
E-mail: info@kaytexfabrics.com

10. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Company, the Selling Shareholders 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, the Selling Shareholders or the Underwriter to adhere to the time limits shall unless otherwise agreed between the Company, the Selling Shareholders and the Underwriter, discharge the Underwriter or Selling Shareholders or Company of his / their 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 Offer.

11. SEVERAL OBLIGATIONS

FOR KAYTEX FABRICS LIMITED	FOR SOCRADAMUS CAPITAL PRIVATE LIMITED	FOR SANJEEV KANDHARI	FOR AMIT KANDHARI
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The Issuer Company, the Selling Shareholders and the Underwriter(s) acknowledge and agrees that they are all liable on a several basis 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.

12. MISCELLANEOUS

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

13. 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 jurisdiction.

14. ARBITRATION

Any dispute arising out of this agreement between the underwriter, the Issuer Company and the Selling Shareholders shall be referred to the Arbitration Committee by the NSE in which the share is 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 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.

15. 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.

16. 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 unenforceable 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.

17. 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.

18. CUMULATIVE REMEDIES

FOR KAYTEX FABRICS LIMITED	**FOR SOCRADAMUS CAPITAL PRIVATE LIMITED**	**FOR SANJEEV KANDHARI**	**FOR AMIT KANDHARI**
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The rights and remedies of each of the parties and each indemnified person under Sections 8 and 9 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

19. 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 enforceable of the remainder of this Agreement shall not be affected.

20. ASSIGNMENT

No party may 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.

The undersigned hereby certifies and consents to act as Book Running Lead Manager or Underwriter (as the case may be) to the aforesaid Offer and to their name being inserted as Book Running Lead Manager or Underwriter (as the case may be) in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus and Offering Memorandum which the Issuer Company and the Selling Shareholders intends to Offer in respect of the proposed Offer and hereby authorize the Issuer Company to deliver this Agreement to SEBI and the SME Platform of NSE.

IN WITNESS WHEREOF the Parties have entered into this Agreement on the date mentioned above.

For and on behalf of **KAYTEX FABRICS LIMITED** **Sanjeev Kandhari** **Managing Director** **DIN: 08351262**	**Witness** **Name:** Danish Wali **Signature** Danish Wali
For and on behalf of **SOCRADAMUS CAPITAL PRIVATE LIMITED** Kritika Rupda **Kritika Rupda** **Director** **DIN: 07920553**	**Witness** **Name:** Laaghavi Sawant **Signature**
For and on behalf of **SANJEEV KANDHARI**	**Witness** Komal Preet Singh Komalpreet Singh **Name:** **Signature**

FOR KAYTEX FABRICS LIMITED	**FOR SOCRADAMUS CAPITAL PRIVATE LIMITED**	**FOR SANJEEV KANDHARI**	**FOR AMIT KANDHARI**
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(Selling Shareholder)	
For and on behalf of AMIT KANDHARI (Selling Shareholder)	Witness Sahil Kandhari Name: Signature

FOR KAYTEX FABRICS LIMITED	FOR SOCRADAMUS CAPITAL PRIVATE LIMITED	FOR SANJEEV KANDHARI	FOR AMIT KANDHARI
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SCHEDULE A

FEES, COMMISIONS AND EXPENSES

The Company shall pay an Underwriting fees of Rs. 349.00 lakhs plus GST on the date of listing. All applicable taxes will be additional and would be borne by the Company.

FOR KAYTEX FABRICS LIMITED	FOR SOCRADAMUS CAPITAL PRIVATE LIMITED	FOR SANJEEV KANDHARI	FOR AMIT KANDHARI
	Kritika Rupda		
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