



महाराष्ट्र MAHARASHTRA

2026

FA 418945

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क्र.८०००००६
18 AUG 2026
सक्षम अधिकारी 5

श्रीमती सुहासिनी पवार

SYNDICATE AGREEMENT

BETWEEN

UNITEC FIBRES LIMITED
(ISSUER COMPANY)

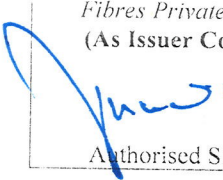
AND

SHRENI SHARES LIMITED
(SYNDICATE MEMBER)

AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED
(BOOK RUNNING LEAD MANAGER AND UNDERWRITER)

DATED THIS – August 21, 2026

For Unitec Fibres Limited (Formerly known as Unitec Fibres Private Limited) (As Issuer Company)	For Shreni Shares Limited (Formerly known as Shreni Shares Private Limited)	For Smart Horizon Capital Advisors Private Limited
 Authorised Signatory	 Authorised Signatory	 Authorised Signatory

UNITEC FIBRES LTD

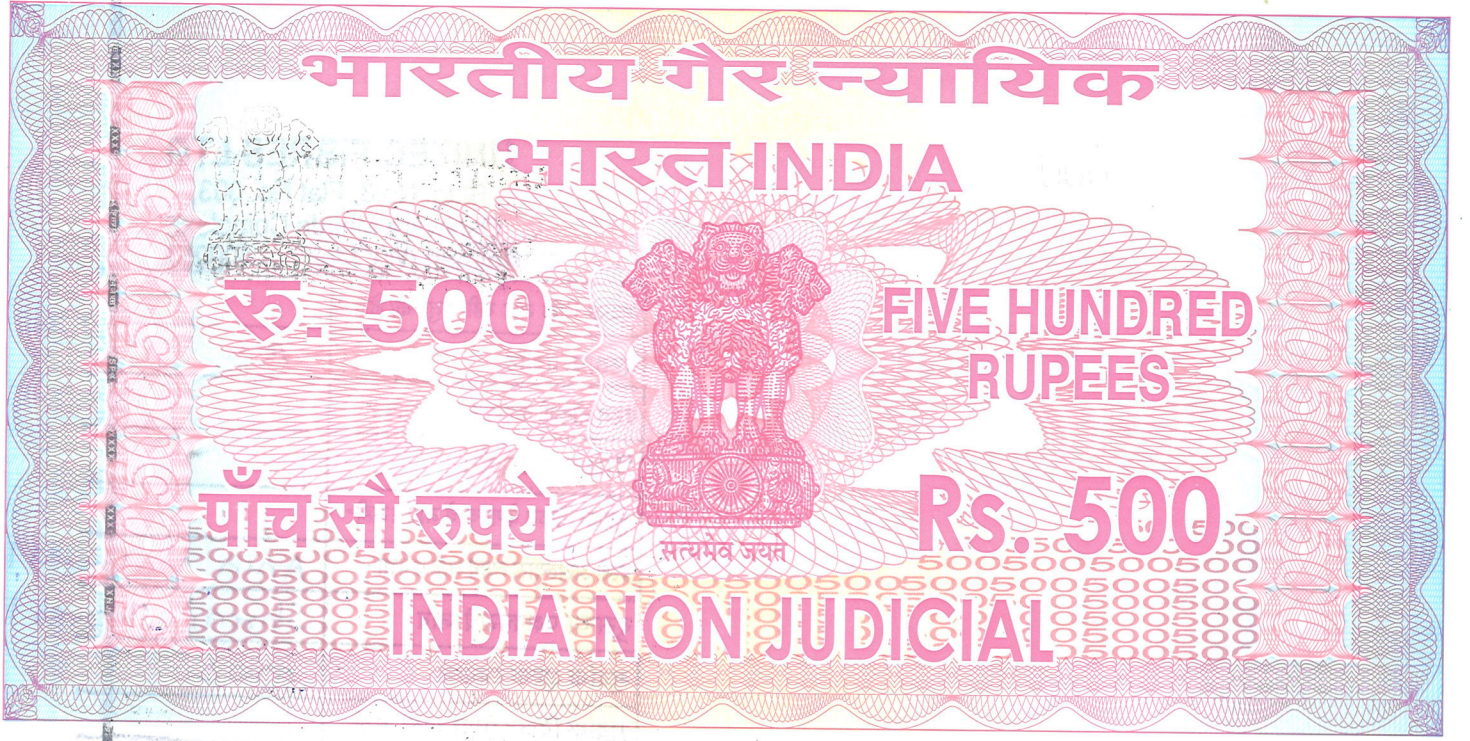
Bldg. No.8, Flat No. 003,

Oshiwara Mhada Complex,

Andheri (W), Mumbai-400053.

मुद्रांक विक्री नोंद वही अनु. क्र/दिनांक	
दस्ताचा प्रकार	A4
दस्त नोंदणी करणार आहेत का ?	
मिळकतीचे वर्णन -	
मुद्रांक विकत घेणाऱ्याचे नाव व सही	
इस्ते असल्यास त्याचे नाव व पत्ता	Arun Walawalkar
दुसऱ्या पक्षकाराचे नाव	Shanti Shanties Ltd
मुद्रांक शुल्क रक्कम	500/-
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	
परवाना क्रमांक : 60000006	
मुद्रांक विक्रीचे ठिकाण/पत्ता : प्रविण एल चव्हाण	
3/2/92, नेविल विझिनेस सेंटर, लकी हाउस, 10, बी.एस. मार्ग, पोस्ट. बंदर, मुंबई	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी	
मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे.	

21 AUG 2026**1016**



महाराष्ट्र MAHARASHTRA

2026

FA 418946

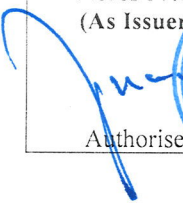
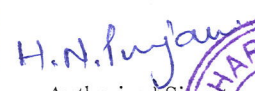
प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क्र.८०००००६
18 AUG 2026
सक्षम अधिकारी

श्रीमती सुहासिनी पवार

SYNDICATE AGREEMENT FOR INITIAL PUBLIC OFFER (IPO) UNITEC FIBRES LIMITED

THIS SYNDICATE AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT" MADE AT MUMBAI (INDIA) ON AUGUST 21, 2026 ENTERED INTO BY AND AMONGST:

UNITEC FIBRES LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Bldg. No. 8, Flat No. 3, Oshiwara, MHADA Complex, Andheri (West), Mumbai – 400 053, Maharashtra, India, (hereinafter referred to as "The Company" or "The Issuer" or "UNITEC"), 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;

For Unitec Fibres Limited (Formerly known as Unitec Fibres Private Limited) (As Issuer Company)	For Shreni Shares Limited (Formerly known as Shreni Shares Private Limited)	For Smart Horizon Capital Advisors Private Limited
 Authorised Signatory	 Authorised Signatory	 Authorised Signatory

UNITEC FIBRES LTD

Bldg. No.8, Flat No. 003,

Oshiwara Mhada Complex,

जो. १०१, मुंबई - ४०००५३

मुद्रांक विक्री नोंद वही अनु. क्र/दिनांक	
दस्तावा प्रकार	AL
दस्त नोंदणी करणार आहेत का ?	
गिळकतीचे वर्णन -	
मुद्रांक विकत घेणाऱ्याचे नाव व सही	
हस्ते असल्यास त्याचे नाव व पत्ता	Amn walawalkar
दुसऱ्या पक्षकाराचे नाव	Shreni shares ltd
मुद्रांक शुल्क रक्कम	500/-
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	

परवाना क्रमांक : ८००००००६

मुद्रांक शिक्षके ठिकाण/पत्ता : प्रविण एल. चव्हाण

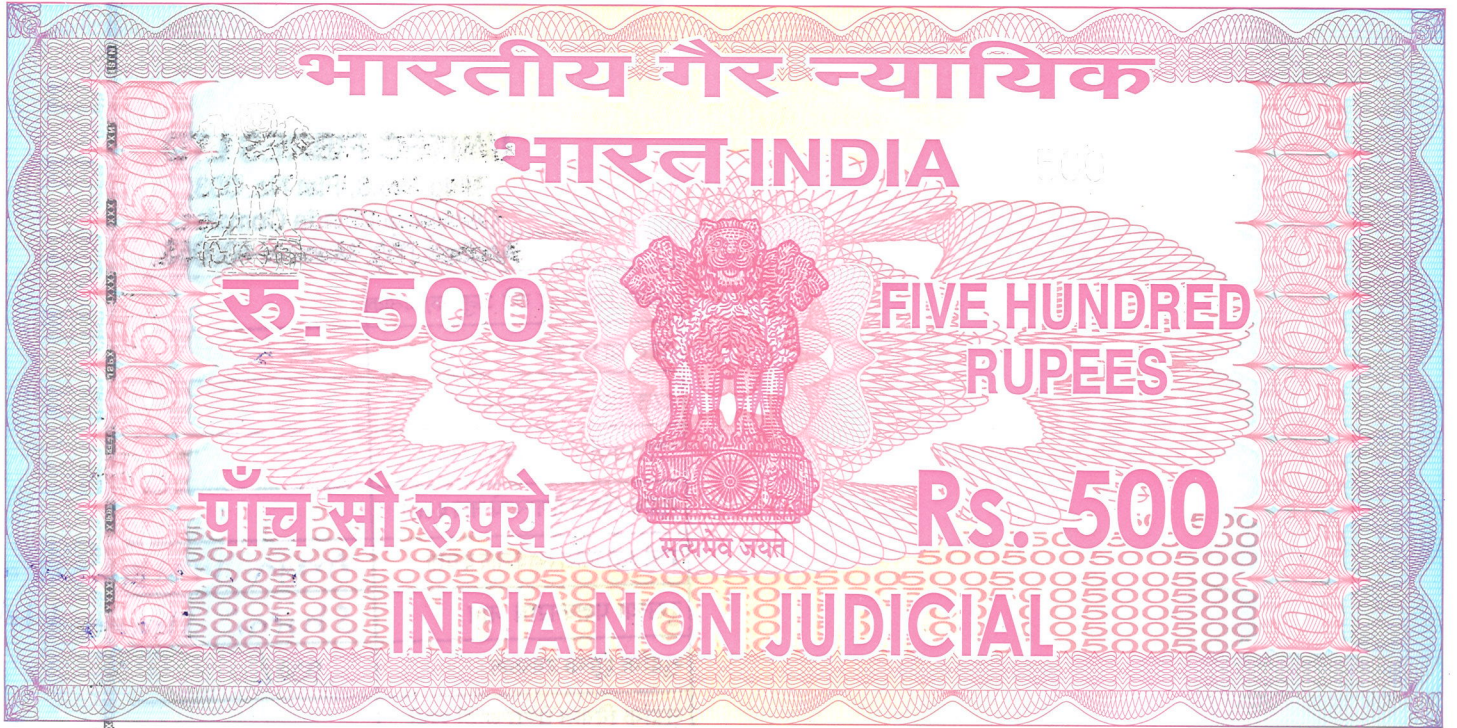
२/२७२, नेविल विहिदेस सेंटर, लकी हाउस, एस.वी.एस. मार्ग, फोर्ट, मुंबई - ४०१.

या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
१.४. खरेदी केल्यापासून २ महिने या मुद्रांकावर कोणताही कर

21 AUG 2026

1017

21 AUG 2026



महाराष्ट्र MAHARASHTRA

2026

FA 418947

प्रधान मुद्रांक कार्यालय, मुंबई
प.सू.वि.क्र.८०००००६
18 AUG 2026
सक्षम अधिकारी

AND

श्रीमती सुहासिनी पवार

SHRENI SHARES LIMITED (Formerly known as Shreni Shares Private Limited), a company incorporated under the Companies Act, 1956 and having its office at Office No. 217, Hive 67 Icon, Poisar Gymkhana Road Lokmanya Tilak Nagar Poisar, Near Raghuleela Mall, Kandivali West, Mumbai-400067, Maharashtra, India (hereinafter referred to as "SSL", "Market Maker" and "Syndicate Member") 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**

For Unitec Fibres Limited
(Formerly known as Unitec
Fibres Private Limited)
(As Issuer Company)

Authorised Signatory

For Shreni Shares
Limited (Formerly known
as Shreni Shares Private
Limited)

Authorised Signatory

For Smart Horizon
Capital Advisors Private
Limited

Authorised Signatory

UNITEC FIBRES LTD

Bldg. No.8, Flat No. 003,

Oshiwara Mhada Complex,

जोडपूर, Andheri (W), Mumbai-400053.

मुद्रांक विक्री नोंद वही अनु. क्र/दिनांक	
दस्तावा प्रकार	AL
दस्त नोंदणी करणार आहेत का ?	
गिळकतीचे वर्णन -	
मुद्रांक विकत घेणाऱ्याचे नाव व सही	
हस्ते असल्यास त्याचे नाव व पत्ता	Arjun Walke walkekar
दुसऱ्या पक्षकाराचे नाव	Shreni Shree Ltd
मुद्रांक शुल्क रक्कम	500/-
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	
परवाना क्रमांक :	60000006
मुद्रांक विक्रीचे ठिकाण/पत्ता :	प्रविण एल. चव्हाण
३/२७२, नेविल बिझिनेस सेंटर, लकी हाउस, एस.वी.एस. मार्ग, फोर्ट, मुंबई - ०९.	
त्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यांत आपले नाव नोंदवून घ्यावे.	

21 AUG 2026

AND

SMART HORIZON CAPITAL ADVISORS PRIVATE, a Company registered under the Companies Act, 2013, and having its Registered Office at B/908, Western Edge II, Kanakia Space, Behind metro mall, Off Western Express Highway, Magathane, Borivali East, Mumbai – 400066, Maharashtra, India (hereinafter referred to as **“Book Running Lead Manager”** or **“BRLM”** or **“SHCAPL”** 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 **THIRD PART**;

The Company, the BRLM and the members of the Syndicate are hereinafter collectively referred to as the **“Parties”** and individually as **“Party”**.

WHEREAS:

- A. The Company proposing an initial public offering of up to 39,16,800 equity shares (**“Equity Shares”**) of face value ₹10.00 each (**“Issue”**) in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) as amended and other applicable Indian securities laws at such price as may be determined through book building process under the SEBI ICDR Regulations (the **“Issue Price”**). The shares are proposed to be offered to the public under Regulation 229(2) of Chapter IX of SEBI (ICDR) Regulations, 2018 via Book Built Process.
- B. The Company have approached and appointed **Smart Horizon Capital Advisors Private Limited** as the Book Running Lead Manager (BRLM) to manage the Issue and as its members of the Syndicate to procure bids for the issue on terms and conditions as more particularly described in this Agreement.
- C. The present Issue has been authorized pursuant to a resolution of our Board dated May 07, 2026 and by Special Resolution passed under Section 62(1)(c) of the Companies Act, 2013 at an Extra-Ordinary General Meeting of our shareholders held on May 12, 2026.
- D. The Company has received the In-Principle Approval dated August 11, 2026 from SME Platform of BSE Limited.
- E. Having regard to the price discovery and bidding process, the procurement of Bids, collection of Bid Amounts by the Syndicate Member and the need to conclude the process of allotment and listing consistent with the SEBI ICDR Regulations, it has become necessary to (i) appoint the Syndicate Members to deal with various matters relating to collection, appropriation and refund of monies in relation to the Issue and other matters related thereto as described in the Red Herring Prospectus. Hence the BRLM, the members of the Syndicate and the Company are required to enter into and be bound by the terms and conditions contained in this agreement for the purposes of laying down the rights, duties and obligations of the Syndicate.
- F. The Parties hereto have agreed to enter into and be bound by the terms and conditions contained in this Syndicate Agreement, a copy of which shall be, after execution, filed with Registrar of Companies.

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

1. DEFINITIONS AND INTERETATION

- 1.1 In this Agreement, the following expressions shall have the respective meanings set forth below, unless otherwise required by context:

“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 offer and allotment of equity shares pursuant to the Issue.

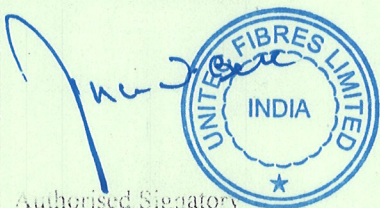
“Agreement” shall mean this agreement or any other agreement as specifically mentioned.

“Applicant” shall mean any prospective Investor who has made an application in accordance with the Draft Red herring prospectus/ Red Herring Prospectus and/or the Prospectus.

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

“Bid/ Issue Closing Date” shall mean any such date on completion of the application hours after which the Collection Banker will not accept any applications for the Issue, which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

For Unitec Fibres Limited
(Formerly known as Unitec Fibres
Private Limited)
(As Issuer Company)


Authorised Signatory

For Shreni Shares Limited (Formerly
known as Shreni Shares Private
Limited)


Authorised Signatory

For Smart Horizon Capital Advisors
Private Limited


Authorised Signatory

"Bid/ Issue Opening Date" shall mean any such date on which the Collection Banker 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.

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

"Bid" shall mean an indication to make an Issue during the Bid/ Issue Period by a Bidder pursuant to submission of the Bid cum 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 in accordance with the Red Herring Prospectus and Bid cum Application Form.

"Bid Amount" shall mean the highest value of optional Bids indicated in the Bid cum Application Form and in the case of Individual Bidders Bidding at 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 Individual Bidder or blocked in the ASBA Account upon submission of the Bid in the Issue.

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

"Bidder" means any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid Cum Application Forms;

"Book Building Process/Method" shall mean the book building route as provided in the SEBI ICDR Regulations as amended from time to time.

"BSE" shall mean BSE Limited

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

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

"Designated Stock Exchange" shall mean BSE Limited .

"Equity Shares" shall mean equity shares of face value of Rs. 10/- of the Company.

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

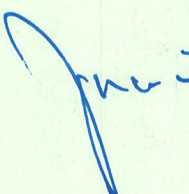
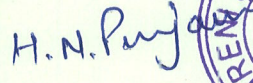
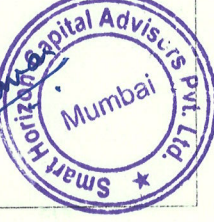
"Issue Agreement" shall mean agreement dated May 18, 2026 entered between the Issuer Company and Book Running Lead Manager.

"Issue Price" shall mean the price determined by the Company and BRLM on the Pricing Date after the Bidding Period and which shall be set forth in the Prospectus to be filed with the Registrar of Companies, at which price the Equity Shares of the Company shall be issued.

"Market Maker" shall mean any person who is registered as a Market Maker with SME Platform of BSE Limited.

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

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

For Unitec Fibres Limited (Formerly known as Unitec Fibres Private Limited) (As Issuer Company)   Authorised Signatory	For Shreni Shares Limited (Formerly known as Shreni Shares Private Limited)   Authorised Signatory	For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)   Authorised Signatory
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“**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 Issue**” shall mean the issue of equity shares in this issue excluding Market Maker Reservation Portion.

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

“**Offer Documents**” shall mean, collectively, the Draft Red herring prospectus, Red Herring prospectus, the Application Form, the Prospectus, any Supplemental Offer Materials, including all supplements, corrections, and amendments, thereto.

“**Pay-In Date**” shall have the same meaning as ascribed to it in the Red Herring Prospectus and the Prospectus.

“**Pay-In Period**” shall have the same meaning as ascribed to it in the Red Herring Prospectus and the Prospectus.

“**Pricing Date**” shall have the same meaning as ascribed to it in the Red Herring Prospectus and the Prospectus.

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

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

“**Prospectus**” shall mean the prospectus of the Company which will be filed with Stock Exchange / SEBI / ROC and others in accordance with Section 26 and 32 of the Companies Act, 2013 after getting in-principle listing approval but before opening the Issue.

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

“**Registrar to the Issuer**” shall mean Bigshare Services Private Limited.

“**Red Herring Prospectus**” shall mean the Red Herring Prospectus of the Company which will be filed with Stock Exchanges / SEBI / ROC and others in accordance with Section 26 and Section 32 of the Companies Act, 2013 after getting in-principle approval but before opening the Issue.

“**Syndicate/Members of the Syndicate**” shall mean Shreni Shares Limited.

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

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

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

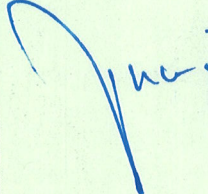
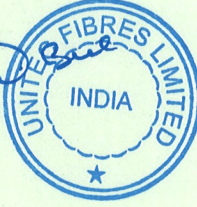
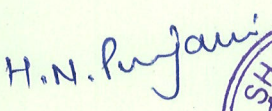
“**SME Platform of BSE**” shall mean SME platform of BSE, approved by SEBI as an SME Exchange for listing of equity shares issued under SEBI ICDR Regulations.

“**Underwriter**” shall mean Smart Horizon Capital Advisors Private Limited

“**Underwriting Agreement**” means the Underwriting Agreement to be entered into between the Company and the Syndicate, which shall set forth the underwriting obligations of the Syndicate in connection with the Issue.

1.2 In this Agreement, unless the context otherwise requires:

- (a) Words denoting the singular shall include the plural and vice versa;
- (b) Words denoting the person shall include an individual, corporation, company, partnership, trust or other entity;
- (c) Headings and bold typeface are only for convenience shall be ignored for the purpose of interpretation;
- (d) References to the word “include” or “including” shall be construed without limitation;

For Unitec Fibres Limited (Formerly known as Unitec Fibres Private Limited) (As Issuer Company)   Authorised Signatory	For Shreni Shares Limited (Formerly known as Shreni Shares Private Limited)   Authorised Signatory	For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)   Authorised Signatory
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- (e) Reference to this agreement or to any other Agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or noted;
- (f) A reference to an article, section, paragraph or schedule of this Agreement is unless indicated to the contrary, reference to an article, section, paragraph or schedule of this Agreement;
- (g) Reference to any party to this Agreement or to any other Agreement, deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and in other case include its successors or permitted assigns;
- (h) Reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
- (i) Capitalized terms used in this agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red herring Prospectus, Red Herring Prospectus and the Prospectus.

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

2. SYNDICATE STRUCTURE

2.1 This Agreement sets forth the various obligations and responsibilities of the members of the Syndicate. No provision herein shall constitute an obligation by the members of the Syndicate to purchase or underwrite, or to sell any securities of the Company, or to enter into the Underwriting Agreement. Such obligations shall be governed by the Underwriting Agreement.

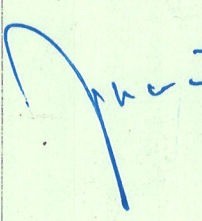
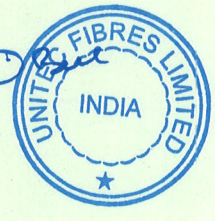
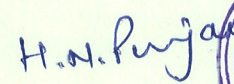
2.2 The BRLM appointed by the Company shall have all the rights, powers, duties and responsibilities in connection with the Issue as specified in the SEBI ICDR Regulations, the Issue Agreement, the Red Herring Prospectus, this Agreement and, the Underwriting Agreement as and when executed. The duties of the BRLM shall include, but not limited to, recommending the Issue Price to the Company, recommending to the Company (ii) Price Band prior to Bid Opening Date and determining after prior consultation with the Company, (a) the Bid Opening and Closing Dates, (b) the Bidding period, (c) the issue of any advertisement, press release or announcement related to the issue, (d) the Pay-in Period, and (e) the Issue Price.

2.3 The Company shall make payment of fees as per Clause 8.2 of this Agreement.

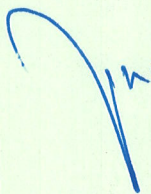
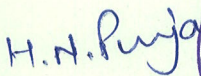
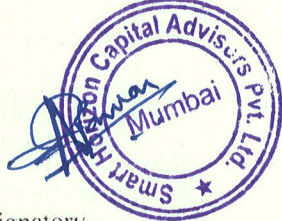
3. RESPONSIBILITIES OF THE SYNDICATE

3.1 The members of the Syndicate shall have the following duties and responsibilities, and they hereby agree covenants and undertake with the Company that:

- (a) The members of the Syndicate shall be responsible for collection of Bids from the Bidders in the manner specified in this Agreement, the SEBI ICDR Regulations, the Red Herring Prospectus, the Bid cum Application Form, Prospectus, applicable guidelines and/or other applicable laws and the instructions issued jointly by the BRLM and/or the Registrar to the Issue.
- (b) The members of the Syndicate shall follow the reasonable and necessary instructions issued by the Registrar to the Issue in relation to dealing with the Bid-cum-Application Forms;
- (c) Members of the Syndicate shall not collect money or instrument in favour of the Company or any other party or other account other than in favour of designated Public Issue Account.
- (d) At the end of each day of the Bidding Period, the demand, shall be shown graphically on its Bidding terminals of the Syndicate Members and websites of recognized Stock Exchanges issuing electronically linked transparent bidding facility, for information to the public;
- (e) The Syndicate Members shall be present at the Bidding centres so that at least one electronically linked computer terminal at all the Bidding centres is available for the purpose of Bidding;
- (f) The Syndicate Members shall provide to the Registrar to the Issue, substantially in the format provided in **Annexure A** hereto, with a daily record, with a separate section for each of its bidding centres and those of its Sub-Syndicate Members, the details relating to the Bid cum Application Forms, as received from the Bidders, details regarding registration of the Bids, and the Bid Amount and, if applicable, deposited in the Public Issue Account. This record shall be made available to the Registrar no later than 4:00 pm India time on any given day;

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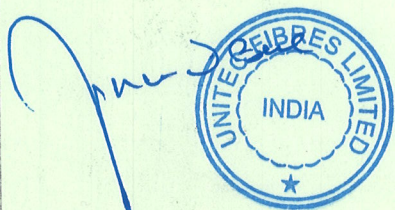
- (g) The members of the Syndicate shall be responsible for the completion and accuracy of all details to be entered into the electronic bidding system based on the Bid cum Application Form for the respective bids. The members of the Syndicate shall ensure that the Bids collected by them are uploaded on the online electronic bidding systems of the Stock Exchange on a half hourly basis;
- (h) The members of the Syndicate shall register the Bids received by them on the same day on which the Bids are received on a half hourly basis and will deposit the Bid Amounts collected by them and their sub-members of the Syndicate, if any, during the Pay-in Period in relation to the Bid into the Public Issue Account for the Issue maintained with the designated Public Issue Bankers. Provided however that the Syndicate Member shall not register any Bid without first accepting the Bid cum Application Form in writing (including via facsimile) from a prospective investor, in India or abroad;
- (i) The members of the Syndicate shall not accept any Bids after the closing of the Bidding Period;
- (j) The members of the Syndicate shall take all necessary steps and co-operate with the Registrar to the Issue in ensuring that the allocation of Equity shares and refund, if any, of any amount collected during the Bidding Period is completed within the time period specified in the Red Herring Prospectus;
- (k) The members of the Syndicate shall be bound by and shall follow the operational instructions pertaining to the method and manner of the Issue process as prescribed herein, in the Red Herring Prospectus and in the SEBI ICDR Regulations;
- (l) The members of the Syndicate will be bound by and shall comply with all applicable restrictions for Issue of Equity shares inside India and outside India including those specified in the Red Herring Prospectus, Prospectus, the Underwriting Agreement, SEBI ICDR Regulations and FEMA;
- (m) The members of the Syndicate shall be fully responsible for the accurate collection of the Bid Amounts and the deposit thereof into the Public Issue Account for the Issue in respect of all Bids procured under the Bid cum Application Form carrying their identification mark irrespective of the terminal from which the Bid had been registered, and in case of any mistake, error or miscalculation by the Bidder in paying the said amount, the members of the Syndicate concerned shall be solely responsible to collect the monies due and payable in respect of the bid;
- (n) The members of the Syndicate shall not accept multiple Bid cum Application Forms. In the event that there is any ambiguity on whether any Bid cum Application Form constitutes a multiple Bid cum Application Form or not, the Syndicate Member and the BRLM shall review such Bid cum Application Forms and determine in consultation with the Registrar to the Issue and the Company whether such Bid cum Application Form constitutes multiple Bid/Application or not and shall take necessary steps in relation thereto;
- (o) The members of the Syndicate shall be responsible for collecting the Bid amount from the Bidder, who have bid through him, where no Bid Amount or less than full amount was collected at the time of registering the Bids, in accordance with the terms of this Agreement. The Syndicate undertakes to collect and arrange to deposit the monies into the relevant Public Issue Account. Subsequent to allocation and after execution of the Underwriting Agreement, if for any reason, the Bid against which the allocation is made is withdrawn or is found to be incomplete, the Syndicate Member shall, subject to the terms of the Underwriting Agreement and to the extent stipulated therein, be required to subscribe for the Equity Shares in its name and pay to the Company the Issue Price in respect of such Equity Shares for such allocation;
- (p) The members of the Syndicate shall not accept any Bid Amount in cash;
- (q) The members of the Syndicate shall collect full Bid Amount from Individual Bidders and non-institutional Bidders. No Bid amount would be collected by the members of the Syndicate from QIBs at the time of Bidding. In case of QIBs, the members of the Syndicate shall collect the amount equivalent to the Issue Price multiplied with the Equity Shares allocated to the QIB and deposit the same in the Public Issue Account for the Issue prior to the expiration of the Pay-In Period. The Margin Amount for Individual Bidders shall be 100% for Non-institutional Bidders shall be 100% and for QIBs shall be Nil.
- (r) Bidding at Cut-off Price is permitted only by Individual Bidders, as provided in the Red Herring Prospectus and the Prospectus. The Syndicate Member shall however ensure that the Bid Amounts collected from Individual Bidders bidding at "Cut-off Price" shall be at the maximum price of the Price Band;
- (s) In respect of any Bids accompanied with a non-MICR cheques and demand drafts, the members of the Syndicate will encourage and assist the Bidders to submit MICR cheques and demand drafts in order to facilitate quick clearance of

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cheques and demand drafts; For the avoidance of any doubt, it is clarified that, in the event the Underwriting Agreement is entered into, subject to the terms of the Underwriting Agreement and to the extent stipulated therein, the relevant member of the syndicate shall be liable to the Company for any loss resulting from any non-payment by a Bidder procured by it, of amounts due from him in respect of his Bid on the Business Day immediately following the last day of the Pay-in Period;

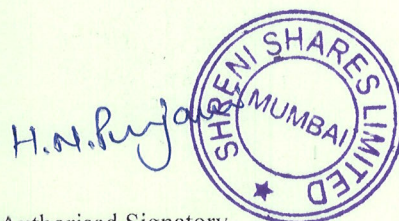
- (t) The members of the Syndicate shall not accept any Bid through stock-invest, money-order or postal order;
- (u) The members of the Syndicate agree that in case of any revisions of the Bid during the Bidding Period made in accordance with procedure described in the Red Herring Prospectus, they shall be responsible for collecting the differential amount on each such revised Bid, if any;
- (v) The members of the Syndicate shall be responsible for the appropriate use of the software and hardware required for the purposes of registering the Bids on the online electronic terminals of the Stock Exchange.
- (w) The members of the Syndicate agree that they shall not submit any Bids for the Issue and shall not subscribe to the Issue except in terms of the Underwriting Agreement, in the event the Underwriting Agreement is entered into and as otherwise stated in the Red Herring Prospectus;
- (x) Subject to Clause 3.1(w) of this Syndicate Agreement, the members of the Syndicate agree and undertake that they or any of their associates (except an asset management company on behalf of a mutual fund, public sector banks of Indian Financial Institutions) shall not participate in the bidding process where allocation is discretionary, unless specifically exempted by SEBI;
- (y) The members of the Syndicate shall be obliged to accept the Bid cum Application form in writing from all the prospective investors, in India or abroad;
- (z) The members of the Syndicate shall not make any disclosure or any announcements to the public or the press regarding any aspect of the Issue between the Bid Opening Date, except as may be directed or permitted by the Company (in consultation with the BRLM) in writing or as required by law or regulation;
- (aa) The members of the Syndicate shall not make any commitments to any of the Bidders as to the allocation of Equity shares and each member of the Syndicate shall be fully liable for any statements made by them to potential Bidders in this regard.
- (ab) The members of the Syndicate hereby agree and acknowledge that the allocation shall be made in accordance with clause 7 hereto and the Red Herring Prospectus and shall be binding on the members of the Syndicate, and the members of the Syndicate agree to fully comply with such allocation made and SEBI ICDR Regulations;
- (ac) The members of the Syndicate acknowledge that allocation may not necessarily be in proportion to the respective underwriting commitment. Further allocation to QIBs shall be in accordance with the terms of the Red Herring Prospectus and may not be proportionate in any way and patterns of allocation to QIBs may be different across the members of the Syndicate;
- (ad) The members of the Syndicate shall not give any incentives in cash or kind to any potential Bidders or any other person for procuring of Bids; provided that the members of the Syndicate shall be eligible and solely liable to pay sub brokerage to registered sub-members of the Syndicate and sub-brokers;
- (ae) The members of the Syndicate may appoint sub-members of the Syndicate to obtain Bids for the Issue subject to and on the terms of the SEBI ICDR Regulations, the Red Herring Prospectus, this Agreement and the Prospectus. The Bids registered with sub-members of the Syndicate shall bear the stamp of members of the Syndicate and will be deemed to have been registered by and with the relevant member of the Syndicate. The members of the Syndicate, including restrictions on payments of incentive / sub brokerage mentioned above and the Syndicate shall be liable to the Company in the event of the default on the part of the relevant sub-members of the Syndicate including, without limitation, any penalty, interest or liability thereon;
- (af) The members of the Syndicate shall ensure that the sub-syndicate member(s) appointed by them and sub-brokers procuring Bids for the sub-syndicated members shall:
 - i) not represent themselves or hold themselves out as members of the Syndicate;

For Unitec Fibres Limited
(Formerly known as Unitec Fibres Private Limited)
(As Issuer Company)



Authorised Signatory

For Shreni Shares Limited (Formerly known as Shreni Shares Private Limited)



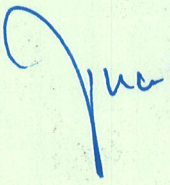
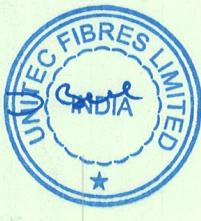
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- ii) abide by the terms and conditions mentioned in the Red Herring Prospectus, the Prospectus, this Agreement, Bid cum Application Form and all instructions issued by the Company, BRLM and/or the Registrar to the Issue;
 - iii) abide by and be bound by the SEBI ICDR Regulations and any other applicable Regulations as may be issued by SEBI from time to time;
 - iv) not pay any incentive, commission, pay-out or other remuneration (a) to the Bidders at all or (b) any other party except mentioned in sub-clause 3.1(z) hereinabove;
 - v) route all the procurement through the members of the Syndicate for whom or on whose behalf it is acting;
 - vi) not accept any Bid before the Bidding Period commences or after the Bidding Period ends; and
 - vii) ensure that in all cases where a bid is received, the permanent account number ("PAN") is quoted in the Bid cum Application form and necessary evidence for verifying the PAN number is attached along with such form.
 - viii) comply with any selling restrictions imposed on the Syndicate under this Agreement, the Red Herring Prospectus and the Prospectus;
- (ag) The members of the Syndicate agree and confirm that in case of non-payment of the monies due by the Bidder at the close of the Pay-in Period for the Equity shares in respect of which the Bid Amount is outstanding, the allocation, if any, against such Bid made shall stand cancelled and subject to the terms of the Underwriting Agreement if such Agreement is entered into and subject to the terms of the Underwriting Agreement and to the extent stipulated therein, such Equity Shares shall be subscribed upon payment by the Syndicate Member on the Business Day immediately following the Pay-in Period;
- (ah) The members of the Syndicate shall be severally responsible, irrespective of termination of this Agreement for addressing all complaints or grievances arising out of any Bid obtained by them;
- (ai) The members of the Syndicate shall not refuse a Bid at the Bidding terminal, during bidding hours in the Bidding Period, if it is accompanied by the full Bid Amount and a duly completed Bid cum Application Form, except in the case of the Bid Closing Date wherein bids may be accepted as indicated on the Bid cum Application Form. Provided however that the Company in consultation with the BRLM may reject any QIB Bid; that such rejection is made at the time of acceptance of such Bid; that the reason for rejection of the Bid is communicated to the Bidder at the time of the rejection of the Bid;
- (aj) The members of the Syndicate, including their sub-syndicate member(s) in whose respect the members of the Syndicate are liable shall be bound by and shall comply with the terms of the Red Herring Prospectus, the Prospectus, the terms of the Bid-cum-application Form, the Confirmation of Allocation Note, the Underwriting Agreement, SEBI ICDR Regulations and other application laws.
- (ak) The members of the Syndicate represent and warrant that they have complied with all applicable laws in connection with the Issue, including the SEBI ICDR Regulations and specifically the SEBI ICDR Regulations in relation to Advertisements and Research Reports. Each member of the Syndicate agrees and undertakes that it shall not distribute any information extraneous to the Prospectus to investors in any manner whatsoever, including at but not limited to road shows, presentations, in research or sales reports or at bidding centres etc.
- (al) Following the filing of the Draft Red Herring Prospectus with Stock Exchange, the members of the Syndicate and their associates shall not, circulate any information (including but not limited to any research report or research Material in relation to the Company) other than the contents of Red Herring Prospectus and the Prospectus until the expiry of 40 days after the date of listing of the Equity Shares issued pursuant to this Issue.
- (am) The members of the Syndicate shall maintain records of the bids collected during the Book-Building Process. The SEBI shall have the right to inspect the records, books and documents relating to the Book Building Process and the members of the Syndicate shall extend full co-operation.
- (an) The members of the Syndicate agree that they shall be bound by its respective obligations, representations, warranties and liabilities to be set out in the Underwriting Agreement.
- (ao) Each of the Syndicate Member agrees and confirms that it shall abide by the client allocation to be agreed on by the members among the Syndicate;
- 3.2 The Syndicate Members shall be responsible and liable under this Agreement in connection with actions or omissions or breach of any representations, warranties, undertakings as stated in this Agreement.

For Unitec Fibres Limited (Formerly known as Unitec Fibres Private Limited) (As Issuer Company)   Authorised Signatory	For Shreni Shares Limited (Formerly known as Shreni Shares Private Limited)   Authorised Signatory	For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)   Authorised Signatory
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3.3 The Syndicate Members and the BRLM shall also ensure that it meets with the following obligations in compliance with the SEBI ICDR Regulations, as may be amended from time to time:

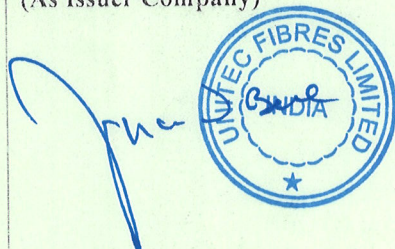
1. The Issuer on having entered into an Underwriting Agreement with the BRLM, who in turn shall enter into underwriting agreement with Syndicate Members, shall indicate there in the number of specified securities which the Syndicate Member shall subscribe to at the predetermined price in the event of under subscription in the Issue. If Syndicate Members fail to fulfill their underwriting obligations, the BRLM shall fulfill the underwriting obligations.
2. The BRLM and Syndicate Members shall not subscribe to the Issue in any manner except for fulfilling their underwriting obligations.
3. The post-Issue book running lead merchant bankers shall actively associate themselves with post-Issue activities such as allotment, refund, dispatch and giving instructions to Syndicate Members, SCSBs and other intermediaries and shall regularly monitor redressal of investor grievances arising therefrom.
4. The BRLM / Syndicate Member shall appoint stock brokers who are members of the recognized stock exchange and registered with SEBI, for the purpose of accepting bids, applications and placing orders with the issuer and ensure that the stock brokers so appointed are financially capable of honoring their commitments arising out of defaults of their clients/investors, if any; Provided that in case of ASBA, SCSBs shall also accept and upload the details of such applications in electronic bidding system of the Stock Exchange(s).
5. In the event of any revisions in the Price Band, the same shall be widely disseminated by informing the stock exchanges, by issuing press release and also indicating the change on the relevant website and the terminals of the Syndicate Member. In case the price band is revised, the bidding period shall be extended as per provisions of sub-regulation (2) of regulation 46 of the SEBI ICDR Regulations.

4. OBLIGATIONS OF THE COMPANY

In addition to the obligations as set out in the issue agreement entered into between the Company and the BRLM, the Company agrees as follows:

- (a) The Company confirms that the information with respect to its business and operations contained in the Red Herring Prospectus is true and correct in all material respects as of the date of such Red Herring Prospectus.
- (b) The Company undertakes to provide all relevant information to the members of the Syndicate with respect to the Issue in a timely manner and in order for the members of the Syndicate to complete all Issue formalities as and when required.
- (c) The Company authorizes the members of the Syndicate to circulate the Red Herring Prospectus to prospective investors subject to compliance with applicable laws and regulations.
- (d) The Company undertakes to have the Equity Shares listed on the Stock Exchanges within the time limits prescribed under law or any applicable Regulations, rules or agreements; and
- (e) The Company undertakes to Issue all instructions to the members of the Syndicate and make all payments including fees and commissions contemplated under this Agreement directly to the members of the Syndicate as stipulated herein.
- (f) The Company shall pay selling commission to the member of the Syndicate, RTAs, CDPs and Registered Brokers ("ASBA Processing Fee") and submitted with the SCSBs for blocking, the SCSBs shall be entitled to processing fees including NPCI processing fees, as set forth in Annexure B. In case of Bid cum Application Forms procured directly by the SCSBs from the Individual Bidders, Non-Institutional Investors and QIBs other than the commission payable as per Clause 7.1 read with Annexure B, no additional commission or ASBA Processing Fees shall be payable to them. The manner of disbursement shall be in accordance with the terms of the Cash Escrow and Sponsor Bank Agreement and the Underwriting Agreement. The Company hereby agrees that the aggregate amount of commission payable to the SCSBs, NPCI, Registered Brokers, Collecting Depository Participants, Collecting RTA and processing fees in relation to the UPI Mechanism from UPI Bidders, in relation to the Issue as mutually agreed with the parties shall be deposited by the Company with the Stock Exchanges prior to the receipt of the final listing and trading approvals. The final payment of the said commission shall be made by the Stock Exchanges. It is hereby clarified that the selling commissions should only be paid by the Company, once all the relevant intermediaries have confirmed to the BRLM that there are no pending complaints

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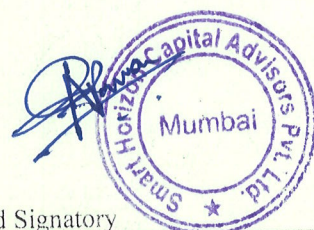
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in relation to blocking or unblocking of Bids made through the UPI Mechanism and that all accounts in ASBA have been unblocked in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI ICDR Master Circular and any other circular issued by SEBI in this regard. Once, such confirmations are received, the Book Running Lead Manager will instruct the Company to pay the selling commission to the relevant intermediaries. Furthermore, applicable tax will be separately invoiced and payable by the Company.

- (g) The Company shall be responsible for disbursing the aggregate amount of fees, commissions, expenses and other charges payable to the Registered Brokers in relation to the Issue to the Stock Exchanges, and to CDPs, RTAs, Sponsor Banks in accordance with the Cash Escrow and Sponsor Bank Agreement (the relevant provisions for payment in respect of Individual Bidders, and Non-Institutional Bidders are set forth in Annexure B). The Parties acknowledge that the aggregate amount of commission payable to the Registered Brokers by the Company in relation to the Issue shall be calculated by the Registrar to the Issue. The final payment of commission to the RTAs and CDPs, Sponsor Banks shall be determined on the basis of (i) applications which have been considered eligible for the purpose of Allotment and (ii) the terminal from which the Bid has been uploaded (to determine the particular RTA or CDP Sponsor Banks to whom the commission is payable).

5. UNDERWRITING

The BRLM and the members of the Syndicate hereby agree to the underwriting pattern as contained in the Red Herring Prospectus/Prospectus, and all the parties agree that the underwriting obligations of the BRLM and the members of the Syndicate will be as specified only in the Underwriting Agreement.

6. PRICING

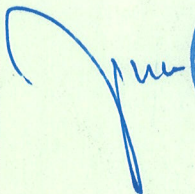
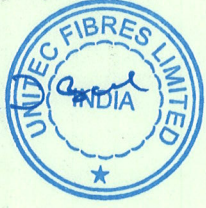
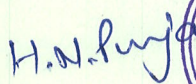
- 6.1 The Price Band including revisions, (if any), will be determined by the Company in consultation with the BRLM and shall be advertised in the pre-Bid advertisement prior to the Bid Opening Date and the Issue Price shall be as contained in the Prospectus.
- 6.2 The Issue Price shall be determined by the Company in consultation with the BRLM based on the Bids received during the Bidding Period. The Issue Price shall be advertised in accordance with the SEBI ICDR Regulations and shall be contained in the Prospectus.

7. ALLOCATION

- 7.1 The Issue shall be made in compliance with applicable SEBI ICDR Regulations and applicable laws, rules, regulations, guidelines and approvals in India. No Equity Shares in this Issue will be issued to persons or entities that are not eligible to acquire Equity Shares of the Company pursuant to applicable laws, regulations, rules, guidelines and approvals in India.
- 7.2 Allocation to Bidders in the Issue will be as specified in the Red Herring Prospectus and the Prospectus.
- 7.3 There shall be no guarantees of allocations or assurance of minimum allocation to any Bidder prior to final allocation at the time of pricing. Furthermore, allocations to QIB Bidders will be discretionary and will be decided by the Company in consultation with the BRLM.
- 7.4 The members of the Syndicate shall not guarantee any amount as allocation to their Bidders.
- 7.5 For QIB Bidders, different number of Equity Shares may be allocated to different QIB Bidders even though they bid for the same number of Equity Shares at the same price.

8. FEES

- 8.1 The fees as per the Issue Agreement and Mandate Letter shall be paid to the BRLM immediately upon receiving the Listing and Trading Approvals in the manner set forth in this Agreement.
- 8.2 The Company shall pay Fees all-inclusive to the BRLM in accordance with this Agreement and the Underwriting Agreement and in case of any inconsistency between the provisions of this Agreement and the Underwriting Agreement, the terms of the Underwriting Agreement shall prevail. BRLM shall distribute the Brokerage / Selling Commission to the Syndicate Member to the extent of successful allotment against the applications sourced, procured and bided by the Syndicate Member.

For Unitec Fibres Limited (Formerly known as Unitec Fibres Private Limited) (As Issuer Company)   Authorised Signatory	For Shreni Shares Limited (Formerly known as Shreni Shares Private Limited)   Authorised Signatory	For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)   Authorised Signatory
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8.3 In the event of default on the part of the members of the Syndicate ("Defaulting Member") in the performance of their respective obligations, including those defined in the Underwriting Agreement, the Defaulting Members shall forfeit all or any right to the Fees and/or any other money payable by the Company pursuant to this Agreement, as the case may be, and the Company shall in such event not be under any obligation to make any payment on any account whatsoever of any amounts to the Defaulting Members. Notwithstanding non-payment by the Company pursuant to any default on the part of any member of the Syndicate, the Company shall be free to pursue any other remedy available to it against the Defaulting Members.

9. CONFIDENTIALITY AND INDEMNITY

- 9.1.1 Save as required under the SEBI ICDR Regulations or pursuant to any arrangement, executed by the Company and the BRLM or pursuant to any other regulatory requirement, the Company and each member of the Syndicate (on behalf of itself and its sub-syndicate members, if any) shall maintain confidentiality with regard to all matters relating to the Book Building Process including disclosure of the electronic book during the Bidding Period.
- 9.1.2 The Syndicate shall indemnify and hold harmless the Company and the BRLM and each of their employees, directors, managers, affiliates and advisors, at all times, from and against any claims, actions, losses, damages, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent upon or arising out of any breach in the performance of the obligations or breach of any representation, warranty or undertaking by Syndicate Member under this Agreement. In case any such default arises in relation to its obligations towards the Company, the Syndicate Member shall forfeit any right to the selling commission and/or the underwriting commission and/or any other amount payable by the Company pursuant to this Agreement and/or the Underwriting Agreement and/or the Issue Agreement and the Company shall not be responsible to pay the defaulting Syndicate Member.
- 9.1.3 The Company shall indemnify and hold harmless the Syndicate at all times, from and against claims, actions, losses, damages, penalties, expenses, suits or proceedings made, suffered or incurred consequent upon or arising out of any breach in the performance of the obligations by the Company under this Agreement or consequent upon or arising out of any non-disclosure, mis-representations made, in the offer document or otherwise. However, the Company shall only indemnify the Syndicate Member up to the amount of total benefit derived by the Company from the Syndicate Member.

It is clarified that the Syndicate Member shall be fully responsible for and liable for all such acts or omissions of itself and sub syndicate members, if any, appointed by it.

10. SYNDICATE'S CONFIRMATION

The members of the Syndicate confirm that they are responsible and liable for any contravention of the SEBI Act, rules or regulations thereof. The members of the Syndicate further confirm that they shall abide by their duties, functions, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992.

11. TERMINATION

- 11.1 The Company and the members of the Syndicate may terminate this Agreement with mutual consent in writing.
- 11.2 This Agreement shall be subject to termination after the execution and delivery of this Agreement, if:
- (i) after the execution of the Underwriting Agreement is terminated pursuant to its terms;
 - (ii) there shall have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business, management or operations of the Company and its subsidiaries, taken as a whole, whether or not arising in the ordinary course of business that, in the judgment of the BRLM, is material and adverse and that makes, it in the judgment of the BRLM, impracticable or inadvisable to market the Equity Shares or to enforce contracts for the sale of the Equity Shares on the terms and in the manner contemplated in the Red Herring Prospectus and the Prospectus; or
 - (iii) there shall have occurred and regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, ROC or any other Indian governmental or Judicial authority that, in the judgment of the BRLM, is material and adverse and that makes it, in the judgment of the BRLM, impracticable or inadvisable to market the Equity Shares or to enforce contracts for the sale of the Equity Shares on the terms and in the manner contemplated in the Red Herring Prospectus and the Prospectus.

For Unitec Fibres Limited
(Formerly known as Unitec Fibres
Private Limited)
(As Issuer Company)

Authorised Signatory

For Shreni Shares Limited (Formerly
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Authorised Signatory

For Smart Horizon Capital Advisors
Private Limited (Formerly known as
Shreni Capital Advisors Private
Limited)

Authorised Signatory

11.3 Notwithstanding anything stated in clause 11.1 and 11.2 above, on the occurrence of the following *force majeure* conditions, the Parties shall meet to mutually decide on the future courses of action and in the event they fail to arrive at a mutually agreeable course of action within a period of fifteen days from the date on which the *force majeure* event occurred, then either of the Parties shall be entitled to terminate this Agreement after the expiry of the said period of fifteen days by giving a written notice thereof to the other Parties:

- (i) a complete break down or dislocation of business in the major financial markets affecting any or all of the cities of New Delhi, Mumbai, Kolkata, Chennai as a result of which the success of the Issue is likely to be prejudicially affected;
- (ii) Declaration of war or occurrence of insurrection, civil commotion or any other serious or sustained financial, political or industrial emergency or disturbance affecting the financial markets in any or all of the cities of New Delhi, Mumbai, Kolkata and Chennai as a result of which the success of the Issue is likely to be prejudicially affected;
- (iii) any material adverse change in the international financial or political conditions as a result of which trading generally on the Stock Exchange is suspended for a continuous period of more than 5 working days or future trading on the Stock Exchange is likely to be materially limited or restricted as a result of which the success of the Issue is likely to be prejudicially affected; or

11.4 Upon termination of this Agreement in accordance with this Clause 11, the Parties to this Agreement shall (except for any liability arising before or in relation to such termination and except as otherwise provided herein) be released and discharged from their respective obligations under or pursuant to this Agreement.

12. AUTHORITY

Each of the parties hereto represents and warrants that they have the requisite authority to enter into this Agreement and perform the obligations contained herein.

13. ARBITRATION

If any dispute, difference or claim arises between the parties hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement of anything done or omitted to be done pursuant to this Agreement, the parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 7 days after commencement of negotiations, then any party may refer the dispute for resolution to arbitration tribunal consisting of three arbitrators (one to be appointed by the Company, one by the members of the Syndicate, and the third appointed by the two arbitrators so appointed). All proceedings in any such Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 and shall be conducted in English. The Arbitration shall take place in Ahmedabad, India and shall be governed by the laws of India. The parties shall share the costs of such arbitration equally unless otherwise awarded or fixed by the arbitral tribunal. The arbitral award shall state the reasons on which the award is based.

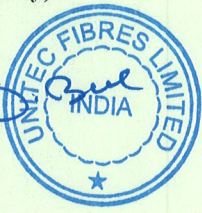
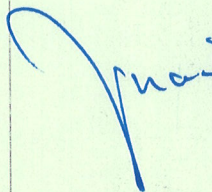
14. REMEDIES

In the event that the members of the Syndicate commit any breach of the terms and conditions of this Agreement or the terms and conditions of the Red Herring Prospectus, the Prospectus, or applicable Regulations, rules, and/or regulations or the operating instruction(s) issued by the BRLM, without prejudice to any other action or relief that the Company may seek, the Company has the right to withhold the payment of any commissions even if due and payable to that Defaulting Member of the Syndicate under this Agreement. The Company however will afford reasonable opportunity to be heard to the concerned Defaulting Member of the Syndicate before exercising the right/remedy under this Agreement.

15. NOTICES

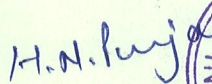
Any notice, request or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, (b) sent by tele facsimile or other similar facsimile transmission, or (c) sent by registered mail, postage prepaid or established courier service to the address of the party mentioned above or such other address as such party notifies to the other parties from time to time, 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 (a) if delivered personally or by an established courier service, be deemed given upon delivery (b) if sent by tele facsimile or similar facsimile transmission, be deemed given when electronically confirmed; and (c) if sent by registered mail, be deemed given when actually received.

For Unitec Fibres Limited
(Formerly known as Unitec Fibres
Private Limited)
(As Issuer Company)



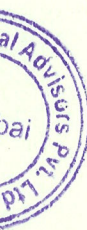
Authorised Signatory

For Shreni Shares Limited (Formerly
known as Shreni Shares Private
Limited)



Authorised Signatory

For Smart Horizon Capital Advisors
Private Limited (Formerly known as
Shreni Capital Advisors Private
Limited)



Authorised Signatory

If notices to the Book Running Lead Manager, deliver to it at:

If notices to the Company:

Unitec Fibres Limited
BLDG No 8 Flat No 3, Oshiwara Mahda Complex
Andheri (W), Mumbai-400053, Maharashtra, India.
Tel No: +91 8657019917
Email : investors@unitecfibres.com
Website: <https://unitecfibres.in/>
CIN: U17120MH2005PLC151224
Attention: Ms. Disha Vijay Rane

If notices to the Book Running Lead Manager and Underwriter:

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED
Address: B/908, Western Edge II, Kanakia Space, Behind metro mall,
Off Western Express Highway, Magathane, Borivali East,
Mumbai – 400066, Maharashtra, India.
Telephone: 022-28706822
Email: director@shcapl.com
Attention: Mr. Parth Shah

If notices to the Syndicate Member:

SHRENI SHARES LIMITED
(Formerly Known as Shreni Shares Private Limited)
Address: Office No. 217, Hive 67 Icon, Poisar Gymkhana Road,
Lokmanya Tilak Nagar Poisar, Near Raghuleela Mall,
Kandivali West, Mumbai – 400067, Maharashtra, India
Tel. No.: 022 - 2089 7022
Email: shrenisharespvtltd@yahoo.in
Attention: Mr. Hitesh Punjani

16. GOVERNING LAW

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

17. JURIDISCTION

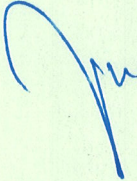
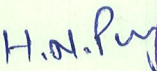
Subject to clause 13 of this Syndicate Agreement, the courts in Mumbai shall have exclusive jurisdiction in respect of all disputes, differences, controversies or claims arising out of or relating to this Agreement or the breach, termination or validity thereof.

18. SEVERABILITY

If any provision of this Agreement is held to be prohibited by or invalid under applicable law or unenforceable in whole or in part, such provision shall be ineffective only to the extent of such prohibition, invalidity or unenforceability, and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

19. ASSIGNMENT

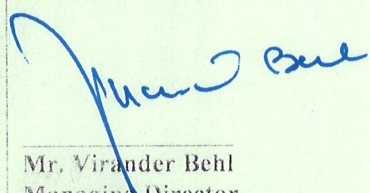
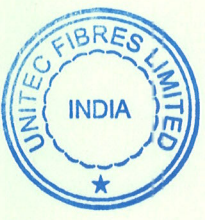
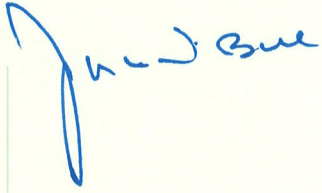
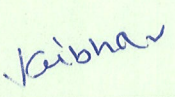
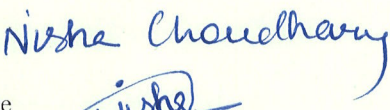
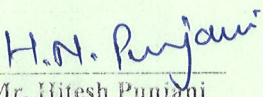
This Agreement shall be binding on and endure to the benefit of the Parties and their respective successors. The Parties may not, without the prior written consent of the other Parties, assign or transfer any of their respective rights or obligations under this Agreement to any other person. Any such person to whom such assignment or transfer has been duly and validly effected shall be referred to as a "Permitted Assign".

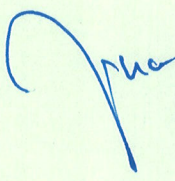
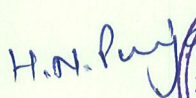
For Unitec Fibres Limited (Formerly known as Unitec Fibres Private Limited) (As Issuer Company)   Authorised Signatory	For Shreni Shares Limited (Formerly known as Shreni Shares Private Limited)   Authorised Signatory	For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)   Authorised Signatory
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20. MODIFICATIONS

This Agreement may only be modified by a written instrument signed by all the parties.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THE DAY AS HEREINBEFORE IS APPEARING:

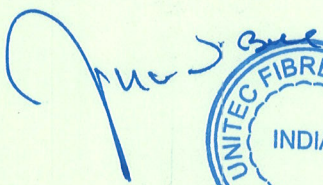
For and on behalf of Unitec Fibres Limited (Formerly known as Unitec Fibres Private Limited) (As Issuer Company)  Mr. Virander Behl Managing Director DIN: 01322448 	Witness Name: Signature 
For And on Behalf Of SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED (As Book Running Lead Manager)  Mr. Vaibhav Mithia Deputy Manager 	Witness Name:  Signature 
For and on behalf of Shreni Shares Limited (Formerly Known as Shreni Shares Private Limited) (As Syndicate Member)  Mr. Hitesh Punjani Whole Time Director DIN: 02072811 	Witness Name:  Signature 

For Unitec Fibres Limited (Formerly known as Unitec Fibres Private Limited) (As Issuer Company)   Authorised Signatory	For Shreni Shares Limited (Formerly known as Shreni Shares Private Limited)   Authorised Signatory	For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)   Authorised Signatory
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Annexure A

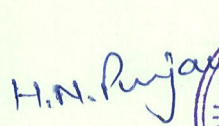
Sr. No	Center	Bid cum Application Forms collected		Bid cum Application Forms Registered		Cumulative Bid cum Application Forms Deposited with Public Issue Banks as on [Date of Report]							
		Cumulative Bid cum-Application Forms collected as on [Date prior to date of Report]	Cumulative Bid cum-Application Forms collected as on [Date of Report]	Cumulative Bid cum-Application Forms Registered as on [Date prior to date of Report]	Cumulative Bid cum-Application Forms Registered as on [Date of Report]								Total

For Unitec Fibres Limited
(Formerly known as Unitec Fibres Private Limited)
(As Issuer Company)




Authorised Signatory

For Shreni Shares Limited (Formerly known as Shreni Shares Private Limited)




Authorised Signatory

For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)




Authorised Signatory

Annexure B.

SELLING COMMISSION STRUCTURE

1. SCSBs will be entitled to a processing fee of ₹10/- per Application Form for processing of the Application Forms only for the Successful Allotments procured by other Application Collecting Intermediary and submitted to them.
2. Selling commission payable to Registered broker, SCSBs, RTAs, CDPs on the portion directly procured from Individual Investors and Non-Institutional Investors, would be 0.01% on the Allotment Amount.
3. No additional uploading/processing charges shall be payable to the SCSBs on the applications directly procured by them.
4. The commission and processing fees shall be released only after the SCSBs provide a written confirmation to the Book Running Lead Manager not later than 30 days from the finalization of Basis of Allotment by Registrar to the Issue in compliance with SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 read with SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022.
5. Amount Allotted is the product of the number of Equity Shares Allotted and the Issue Price.
6. The Selling Commission payable to the Syndicate Member shall be [●].

For clarification, if a Syndicate ASBA application on the application form number/ series of a Syndicate/ Sub-Syndicate Member, is bid by an SCSB, the Selling Commission will be payable to the SCSB and not the Syndicate/ Sub-Syndicate Member. Bidding Charges payable to members of the Syndicate (including their sub-Syndicate Members), CRTAs and CDPs on the portion for RIBs and Non-Institutional Applicants which are procured by them and submitted to SCSB for blocking, would be as follows: ₹10 (plus applicable taxes), per valid application bid by the Syndicate (including their sub-Syndicate Members), CRTAs and CDPs.

The selling commission and bidding charges payable to Registered Brokers the CRTAs and CDPs will be determined on the basis of the bidding terminal ID as captured in the Bid Book of BSE Limited.

All such commissions and processing fees set out above shall be paid as per the timelines in terms of the Syndicate Agreement and Escrow and Sponsor Bank Agreement. Further, the processing fees for applications made by UPI Applicants using the UPI Mechanism may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation on compliance with SEBI Circular No: SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 read with SEBI Circular No: SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021

The processing fees for applications made by Individual Bidders using the UPI Mechanism may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation on compliance with SEBI Circular No: SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 as amended pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 02, 2021 read with SEBI Circular No: SEBI/HO/CFD/DIL2/CIR/P/2022/51 April 20, 2022.

For Unitec Fibres Limited
(Formerly known as Unitec Fibres
Private Limited)
(As Issuer Company)

Authorised Signatory

For Shreni Shares Limited (Formerly
known as Shreni Shares Private
Limited)

Authorised Signatory

For Smart Horizon Capital Advisors
Private Limited (Formerly known as
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