



अन्ध्रप्रदेश पश्चिम बंगाल WEST BENGAL

P 802338

UNDERWRITING AGREEMENT
FOR
INITIAL PUBLIC OFFER
OF
BENCH MARK INFOTECH SERVICES LIMITED

DATED: SEPTEMBER 14, 2026



Chief Executive Officer



3866

500/1

14 SEP 2026

NO. VALUE

DATE

SOLD TO

ADDRESS

VENDOR SIGN

SHARMISTHA CHATTERJEE MUKHERJEE
GOVT. LICENCE STAMP VENDOR
SEALDAH CIVIL COURT KOL-14



Surius to

Suranga nanda

Sarini

700054

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AW 805495

AMONGST

BENCH MARK INFOTECH SERVICES LIMITED

("Issuer" / "Company")

AND

PROMOTER SELLING SHAREHOLDER



Uset Kumar



NO. 3274 VALUE 1001 14 SEP 2026

DATE 02/09/2026

SOLD TO Bhandari Infotech

ADDRESS Q-118 Swami Swami

VENDOR SIGN. [Signature]

SHARMISTHA CHATTERJEE MUKHERJEE
GOVT. LICENCE STAMP VENDOR
SEALDAH CIVIL COURT KOL-14

Services 10.
Swamiganda

Not 700054

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AW 805494

AND

GYR CAPITAL ADVISORS PRIVATE LIMITED

("Book Running Lead Manager" / "Underwriter")



Weston Lftr



NO. 2873 VALUE 100 14 SEP 2026

DATE.....
SOLD TO.....
ADDRESS.....

VENDOR SIGN.....

SHARMISTHA CHATTERJEE MUKHERJEE
GOVT. LICENCE STAMP VENDOR
SEALDAH CIVIL COURT KOL-14

2873
100
14 SEP 2026

UNDERWRITING AGREEMENT FOR THE INITIAL PUBLIC OFFER BY BENCH MARK INFOTECH SERVICES LIMITED ON EMERGE PLATFORM OF NATIONAL STOCK EXCHANGE OF INDIA

THIS UNDERWRITER AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") MADE AT KOLKATA, WEST BENGAL ON SEPTEMBER 14, 2026 AND AMONGST:

BENCH MARK INFOTECH SERVICES LIMITED, a Company registered under provisions of the Companies Act, 1956, as amended ("Companies Act"), bearing Corporate Identification Number U72200WB2007PLC112476, and having its registered office at P-118, Swami Swarupnanda Sarani, 4th Floor Kolkata-700054, West Bengal, India hereinafter referred to as "**BENCH MARK INFOTECH SERVICES LIMITED**" or "**Issuer**" or the "**Company**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**

AND

MR. VINEET KUMAR GUPTA, PROMOTER SELLING SHAREHOLDER, as set out in 'Annexure A' of this Agreement (hereinafter referred to individually as "**Selling Shareholder**" which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns), of the **SECOND PART**

AND

GYR CAPITAL ADVISORS PRIVATE LIMITED, a company incorporated under Companies Act, 2013 and having SEBI registration number INM000012810 and having its registered Office at 428, Gala Empire, Near JB Tower, Drive in Road, Thaltej, Ahmedabad -380054, Gujarat, India. (hereinafter referred to as "**GCAPL**" or "**Book Running Lead Manager**" 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**;

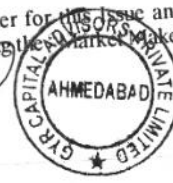
In this Underwriting Agreement, the Company, the Promoter Selling Shareholder and the Book Running Lead Manager / Underwriters are collectively referred to as "**Parties**" and individually as "**Party**".

CAPACITY OF THE PROMOTER SELLING SHAREHOLDER: The obligations, representations, warranties and indemnities of the Promoter Selling Shareholder under this Agreement are several and not joint with those of the Company, and are limited to (a) statements, representation and warranty expressly made by, and in relation to, the Promoter Selling Shareholder, and (b) his title to, and the transferability of, the Offered Shares. The aggregate liability of the Promoter Selling Shareholder under this Agreement shall not exceed the net proceeds of the Offer for Sale actually received by him. The Promoter Selling Shareholder shall not be a necessary party to any dispute which does not allege a breach by him of this clause.

WHEREAS:

- A. The Company proposed to undertake an Initial Public Offering of up to 40,00,000 Equity Shares ("Equity Shares") of face value of Rs. 10/- each consisting Fresh Issue of up to 35,00,000 Equity Shares ("Fresh Issue") and offer for sale consisting of up to 5,00,000 Equity Shares at issue price to be decided in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, (as defined herein) and applicable Indian securities laws ("The Issue") through book-built process.
- B. The Equity Shares to be allotted in this Issue comprises a net issue to the public and reserved portion for the Market Maker 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. The net issue to public shall comprise of issue to Qualified Institutional Buyers, Retail Individual Investors and Other than Retail Individual Investor.
- C. The Issue shall be conducted through Book Built Issue pursuant to the SEBI (ICDR) Regulations, 2018 as amended.
- D. The Issuer Company has obtained approval for the issue pursuant to the Board Resolution dated June 25, 2026. The Board of Directors has taken on record the respective consent letters of the Promoter Selling Shareholder to participate in the Offer pursuant to its resolution dated June 25, 2026. The Issuer Company passed a special resolution under section 62(1)(c) of Companies Act, 2013 at the Extra Ordinary General Meeting held on June 26, 2026 which collectively authorized the Issuer Company's Directors, or any other authorized representatives, for the purpose of the Issuing and signing the Draft Red Herring Prospectus, Red Herring Prospectus, the Prospectus, this Agreement, the Memorandum of Understanding, any amendments or supplements thereto, and any and all other writings as any be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.
- E. The Company has applied for in-principle approval from NSE for insertion of its name in the Red Herring Prospectus/ Prospectus and shall be applying for listing of its Equity Shares on Emerge Platform NSE.
- F. The Company has appointed GYR Capital Advisors Private Limited to manage the Issue as the Book Running Lead Manager and GYR Capital Advisors Private Limited has accepted the engagement in terms of their Agreement dated July 23, 2026 as amended, subject to the terms and conditions set forth therein.

The Company has also approached Book Running Lead Manager to act as the Underwriter for this Issue and therefore, Book Running Lead Manager in effect underwrite 100% of the total Issue including the Market Maker



Reservation Portion", wherein Book Running Lead Manager as per Regulation 260 of SEBI (ICDR) Regulations, 2018 the Book Running Lead Manager has agreed to underwrite to a minimum extent of 15% of the Issue out of its own account. Book Running Lead Manager has accepted such proposal and confirmed that there is no conflict of interest arising from such transaction or arrangement.

- H. Hence, Book Running Lead Manager shall act as Underwriter to this Issue and all the parties herein have therefore agreed to enter into this Agreement for the purpose of underwriting and amongst the other things as required under SEBI ICDR Regulations

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

1. DEFINITIONS AND INTERPRETATIONS

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

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

"Allotment" shall mean the issue and allotment of Equity Shares pursuant to the Fresh Issue, and the transfer of the Offered Shares pursuant to the Offer for Sale, to successful Applicants.

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

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

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

"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.

"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 Draft 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 Retail Individual Bidders Bidding at Cut Off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such Retail Individual Bidder and mentioned in the Bid cum Application Form and payable by the Retail 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.

"Closing Date" shall mean the date of allotment of the Equity Shares by the Company in accordance with the Prospectus and within the timelines prescribed under the SEBI (ICDR) Regulations, 2018 and the applicable circulars of the Stock Exchange, and in any event not later than 90 days after the Bid/ Issue Opening Date, unless otherwise mutually agreed in writing between the BRLM and the Issuer Company.

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

"Controlling", "Controlled by" or "Control" shall have the same meaning 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.

"Designated Stock Exchange" shall mean National Stock Exchange of India Limited.

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus of the Company filed with NSE in accordance with Section 23, 26 & 32 of the Companies Act.

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

"EMERGE Platform of NSE" shall mean the separate platform for listing companies which have issued shares or match the relevant criteria of Chapter IX of the SEBI (ICDR) Regulations, 2018 as amended from time to time, opened on NSE.

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



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

"Issue" shall mean Fresh Issue of up to 35,00,000 Equity Shares and Offer for Sale of upto 5,00,000 Equity Shares.

"Market Maker" shall mean any person who is registered as a Market Maker with the Emerge platform of NSE. Giriraj Stock Broking Private Limited shall be the **Market Maker in the Offer**.

"Market Maker Reservation Portion" shall mean the reserved portion for the Designated Market Makers.

"Market Making Agreement" shall mean the agreement executed between the Company and Giriraj Stock Broking Private Limited wherein Giriraj Stock Broking Private Limited obligations as the Market Maker for the Issue have been set out.

"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, taken as a whole.

"Net Issue" shall mean Equity Shares to be allotted in this Issue less reserved portion for Market Maker.

"NSE" shall mean National Stock Exchange of India Limited, a recognized stock exchange having nationwide terminals.

"Non-Institutional Applicants" shall mean all applicants other than QIBs or Retail Applicants and who have applied for Equity shares for an amount more than Rs. 2,00,000.

"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 Company and filed with Emerge platform of NSE.

"Offer Agreement" shall mean the agreement dated 23rd July, 2026 entered between the Company and Book Running Lead Manager.

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

"Prospectus" shall mean the Prospectus of the Company which will be filed with NSE/ SEBI/ ROC and other in accordance with Section 32 of the Companies Act after getting in-principle listing approval but before opening the Issue.

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

"Qualified Institutional Buyers" or **"QIBs"** shall have the meaning given to such term under the SEBI (ICDR) Regulations, 2018.

"Registrar" shall mean KFin Technologies Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Selenium Tower-B, Plot 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad - 500 032, Telangana.

"Retail Individual Investors" shall mean individual applicants (including HUFs and Eligible 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 Offer.

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

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

"Stock Exchange" shall mean National Stock Exchange of India Limited.

"Working Day" shall have the meaning given to such term under the SEBI (ICDR) Regulations, 2018.

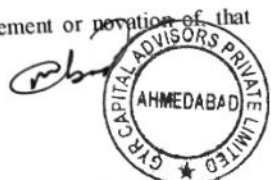
"Underwriters" shall mean The BRLM who has underwritten this Offer pursuant to the provisions of the SEBI (ICDR) Regulations and the Securities and Exchange Board of India (Underwriters) Regulations, 1993, as amended from time to time, The BRLM shall act as the underwriter to the Offer.

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;
 - e) references to this Issue Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Issue Agreement or to such other agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or noted;
 - f) any reference to any Party to this Issue Agreement, or any other agreement, deed or instrument shall include its successors, heirs or permitted assigns;
 - g) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
 - h) references to a Section, Paragraph or Annexure is, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Issue Agreement; and
- reference to a document includes an amendment or supplement to, or replacement or revocation of that document; and



[Handwritten Signature]



j) capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Prospectus and the Prospectus.

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 Issue shares 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 under:

Name of Underwriters	No. of shares Underwritten	Amount Underwritten (Rs. In Lakhs)	% of the Total Issue Size Underwritten
GYR Capital Advisors Private Limited	Up to 40,00,000	[•]	100 %

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

2.3 The Prospectus in respect of the public Issue shall be delivered by the Company to the ROC for registration in accordance with the provisions of the Companies Act, 2013 as may be amended from time to time, but not later than one year from the date of this Agreement or such extended period(s) as the parties may agree in writing, such agreement not to be unreasonably withheld and any period of delay attributable to SEBI, the Stock Exchange, the Registrar of Companies or any other authority being deemed to extend such period in accordance with applicable law, the time being the time being the essence of this Agreement. The Company agrees that, if after filing of the Prospectus with the ROC, any additional disclosures are required to be made in the interest of the investors in regard to any matter relevant to the Issue, the Company shall comply with such requirements as may be stipulated by NSE, SEBI, ROC or the Book Running Lead Manager and compliance of such requirements shall be binding on the Underwriters; provided that such disclosures shall not give a right to the Underwriters 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;

2.4 The Company shall make available to the Underwriters a minimum of 2 application forms forming part of abridged Prospectus and 1 copy of the Prospectus for every 1 lakh of rupees and every 10 lakhs rupees of Underwriting accepted by the Underwriters. If the Underwriters desires to have more application forms and Prospectus than specified, they must state its 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 accepted quantity of application forms and Prospectus as soon as the Prospectus is filed with the ROC but in any case, not later than 3 days prior to the date of opening of the public Issue, proof of such delivery, should be retained by the Company. Delivery in electronic form of the abridged prospectus, the Prospectus and the Bid cum Application Form shall constitute sufficient compliance with this clause.

2.5 The subscription list for the public Issue shall open not later than three months from the date of this agreement or such extended period(s) as the parties may agree in writing, such agreement not to be unreasonably withheld. The subscription list shall be kept open by the Company for a minimum period of 3 working days and if required by the Underwriters, the same may be kept open upto a maximum of 10 calendar days failing which the Underwriters shall not be bound to discharge the underwriting obligations under this Agreement; provided that where the Bid/ Issue Period is extended in accordance with the SEBI (ICDR) Regulations, 2018, including on account of revision of the Price Band or force majeure, or on the direction of SEBI or the Stock Exchange, the Underwriters' obligations under this Agreement shall continue unaffected.

2.6 All the applications made by any applicant except by Underwriters on their "OWN" account shall be construed to be part of the "Net Issue" applications.

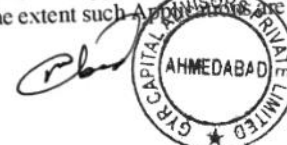
2.7 With regard to the Market Maker Reservation Portion, it is compulsory that the Market Maker subscribe to the specific portion of the Issue set aside as "Market Maker Reservation Portion" as it needs to be subscribed in its OWN account in order to claim compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, 2018, as amended. If the Market Maker fails to subscribe to the Market Maker Reservation Portion in full, the same shall devolve upon and be subscribed to by the Underwriters within the timelines set out in clause 2.11, without prejudice to the rights of the Company against the Market Maker, and no obligation in respect thereof shall attach to the Promoter Selling Shareholder.

2.8 In terms of para 2.7 above, the Underwriters for the "Net Issue" shall be entitled to arrange for sub-underwriting of its underwriting obligation on its own account with any person or persons on terms to be agreed upon between them. Notwithstanding such arrangement, the Underwriters shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-Underwriters to discharge sub-underwriting obligations, shall not exempt or discharge the Underwriters of its underwriting obligation under this Agreement.

2.9 The Underwriters should ensure that subscription is received upto the amount underwritten. It will be the responsibility of the Underwriters to ensure that Applications received from its side are properly stamped by its name / code. In the event of any undersubscription, the underwriting obligation of the Underwriters shall be 100% of the Issue including the Market Maker Reservation Portion as set out in clause 2.1, and Applications procured by the Underwriters shall be counted towards discharge of that obligation only to the extent such Applications are



[Handwritten signature]



actually allotted and the application monies in respect thereof are realised. Applications which are withdrawn, rejected, technically rejected, or in respect of which the application monies are not realised, shall not reduce the underwriting obligation of the Underwriters.

2.10 If the Net Issue is undersubscribed, the Underwriters 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 underwriting obligations for Underwriter in case of shortage shall be discharged in the manner mentioned below:

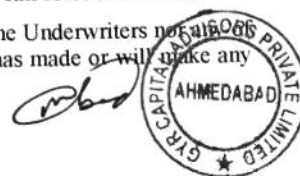
- a. the Company shall, within 1 (one) Working Day of receipt of the final subscription data from the Registrar, communicate in writing to the Underwriters the total number of shares remaining unsubscribed and the number of shares required to be taken up by the Underwriters or subscription to be procured therefore by the Underwriters.
- b. the Company shall make available to the Underwriters, the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from the Company's auditors. The Underwriters shall within 1 (One) working day of receipt of the communication under clause 2.11(a) and in any event prior to finalisation of the basis of allotment, in the manner specified in clauses 2.8, 2.9 and elsewhere in this Agreement, make or procure the applications to subscribe to the shares and submit the same together with the application moneys to the Company in its Escrow Account opened specifically for this Issue, so that Allotment, refund of application monies and listing are completed within the timelines prescribed under the SEBI (ICDR) Regulations, 2018 and the applicable circulars of the Stock Exchange.
- c. in the event of failure of the Underwriters to make the application to subscribe to the shares as required under clause (c) above, the Company shall be free to make arrangements with one or more persons to subscribe to such shares without prejudice to the rights of the Company to take such measures and proceedings as may be available to it against the Underwriters including the right to claim damage for any loss suffered by the Company by reason of failure on the part of the Underwriters to subscribe to the shares as aforesaid. In such event the Underwriters shall, in addition, (i) refund to the Company all fees and commission received under this Agreement within 7 (seven) days of demand, and (ii) bear the interest payable on refund of application monies, all Offer related expenses rendered nugatory, and any penalty or other liability imposed on the Company or the Promoter Selling Shareholder by SEBI, the Registrar of Companies or the Stock Exchange, in each case arising from such failure..
- d. The Company is free to quantify the damages upto a value of the shares not subscribed by the Underwriters in terms of its commitment under this Agreement.

1. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITERS

- 1.1 **Net worth of the Underwriters.** The Underwriters, hereby declares that they satisfy the Net Worth/ Capital Adequacy Requirements specified under the SEBI (Underwriter) Rules and Regulations, 1993 or the bye-laws of the stock exchange of which the Underwriters are members and that they are competent to undertake the underwriting obligations mentioned in clause 2 hereinabove. The Underwriters shall maintain such net worth at all times until completion of Allotment. The Underwriters further represent that their SEBI registration is valid and subsisting..
- 1.2 **Registration with the SEBI:** The Underwriter i.e. GYR Capital Advisors Private Limited hereby declares that the Underwriters being Merchant Banker (Book Running Lead Manager) are entitled to carry on the business as an Underwriters without obtaining a separate certificate under the SEBI (Underwriter) Regulations 1993 framed under the SEBI Act.
- 1.3 The Underwriters confirms to the Company they are responsible and liable to the Company, for any contravention of the SEBI Act, rules or regulations thereof. The Underwriters further confirms that they shall abide with its duties, function, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992 and the SEBI (Underwriter) Regulations 1993.
- 1.4 In addition to any representations of the Underwriters under the Regulation of Document filed with Emerge Platform of NSE (NSE), the Underwriters hereby represents and warrants that:
 - a) They have 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 Underwriters.
 - c) They will comply with all of its obligations set forth in this Agreement.
 - d) They shall ensure compliance with the applicable laws and rules laid down by the SEBI and the Emerge Platform of NSE w.r.t underwriting in general and underwriting this Public Issue in specific.
 - e) They 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.
 - f) That all actions required to be taken, fulfilled or things required to be done (including, but without limitation, the making of any filing or registration) for the execution, delivery and performance by the Underwriters of their obligations under this Agreement and performance of the terms thereof have been taken, fulfilled or done and all consents, authorizations, orders or approvals required for such execution, delivery and performance have been unconditionally obtained and remain in full force and effect;
 - g) Unless otherwise expressly authorized in writing by the Company, neither the Underwriters nor any of their Affiliates nor any of their respective directors, employees or agents, has made or will make any



[Signature]



verbal or written representations in connection with the Issue other than those representations made pursuant to the terms and conditions set forth in this Agreement or contained in the Offering Document(s) or in any other document, the contents of which are or have been expressly approved or provided for in writing for the Issue purpose by the Company.

- 1.5 The Underwriters acknowledge that they are under a duty to notify the Company and the Emerge Platform of NSE immediately in case it becomes aware of any breach of a representation or warranty.

2. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

- 2.1 **Warranty as to statutory and other approvals.** The Company warrants that all consent, sanctions, clearance, approvals, permissions, licenses, etc., in connection with the public Issue as detailed in the prospectus or required for completing the prospectus have been obtained or will be obtained and the same shall remain effective and in force until the allotment of all the shares is complete; provided that this warranty shall not extend to (i) any consent, approval or registration which it is the responsibility of the Book Running Lead Manager, the Underwriters, the Registrar, the Bankers to the Issue or the Market Maker to maintain.

In addition to any representations of the Issuer under the Prospectus the Company hereby represents and warrants that:

- a) It has taken all necessary actions to authorize the signing and delivery of this agreement;
 - b) The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Company.
 - c) It will comply with all of its respective obligations set forth in this Agreement.
 - d) It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the Emerge Platform of NSE with respect to the role of the Company in the Market Making process in general and Market Making in the Equity Shares of the Company 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.
- 2.2 The Company acknowledges that it is under a duty to notify the Underwriters and the Emerge Platform of NSE immediately in case it becomes aware of any breach of a representation or a warranty.

3. REPRESENTATIONS AND WARRANTIES BY THE BOOK RUNNING LEAD MANAGER:

- 3.1 In addition to any representations of the Book Running Lead Manager under the Due Diligence Certificate and Underwriting Agreement, the Book Running Lead Manager hereby represents and warrants that:

- a) It has taken all necessary actions to authorize the signing and delivery of this Agreement;
- b) The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Book Running Lead Manager.
- c) It will comply with all of its respective obligations set forth in this Agreement.
- d) It shall ensure compliance with the applicable laws and rules laid down by SEBI and the NSE with respect to the role of the Company in the Market Making process in general and Market Making process in the shares of the Company in specific.
- e) It shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, the stock exchanges and related associations from time to time.

- 3.2 The Book Running Lead Manager acknowledges that it is under a duty to notify the Company and the Emerge Platform of NSE (NSE) immediately in case it becomes aware of any breach of a representation or a warranty.

4. CONDITIONS OF THE UNDERWRITERS' OBLIGATIONS

- 4.1 The several obligations of the Underwriters under this agreement are subject to the following conditions:

- a) Subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any regulatory changes, or any order or directive from SEBI, the Emerge Platform of NSE or any other governmental, regulatory or judicial authority, that is material and adverse and that makes it unlawful or impracticable for the Underwriters to carry out their obligations under this Agreement, excluding any change in law of general application; and the Underwriters shall exercise any right under this sub-clause only by written notice to the Company stating the ground relied upon and enclosing supporting material.
- b) Subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any change, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company, taken as a whole, that is material and adverse and that makes it, impracticable to market the Offer Shares or to enforce contracts for the sale of the Offer Shares on the terms and in the manner contemplated in the Offering Documents;



Heathen Jete



- c) If the Underwriter/Underwriters is/are so notified or become aware of any such filing, communication, occurrence or event, as the case may be, that makes it impracticable to carry out its/their Underwriting obligations, it/they at any time prior to the Bid/Closing and not thereafter, may give notice in writing to the Company stating the grounds relied upon and enclosing supporting material, whereupon, with regard to the Offer shares, this agreement shall terminate and cease to have effect, subject as set out herein.
 - d) The representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects, on and as of the Issue Closing Date and the Company shall have complied in all material respect with the conditions and obligations under this Agreement and the Offer Agreement dated 23rd July, 2026 on its part to be performed or satisfied on or before the Issue Closing Date.
 - e) The Underwriters shall have received evidence satisfactory to it that the Equity Shares have been approved in-principle for listing on the Emerge Platform of NSE and that such approvals are in full force and effect as of the Closing Date.
 - f) Prior to the Issue Closing Date, the Book Running Lead Manager and the Company shall have furnished to the Underwriters such further information, certificates, documents and materials as the Underwriter shall reasonably request in writing, being information, certificates, documents and materials reasonably necessary for the discharge of the Underwriters' obligations under this Agreement and within the possession or control of the Company.
- 4.2 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 Underwriters by written notice to the Company, stating material, at any time prior to the Bid/ Issue Closing Date. The obligations of the Underwriters under clause 2 shall be irrevocable on and from the Bid/ Issue Opening Date. Upon any termination permitted under this Section, the Underwriters shall refund to the Company all fees and commission received under this Agreement within 15 (fifteen) days and shall bear the out-of-pocket costs incurred by the Company in reliance upon the underwriting. Provided, however, that this Section 5.2, Sections 3, 4, 7, 9, 10, however, that this Section 5.2, Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall survive the termination of this Agreement.

5. INDEMNITY

- a. The Underwriters herein shall indemnify and keep indemnified the Issuer and the Promoter Selling Shareholder for their own account and their respective Affiliates and all the respective directors, Officers, employees, duly authorised agents and controlling persons (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which it incurs or which is made against it as a result of or arising out of, any bad faith, dishonesty, illegal or fraudulent act, wilful default 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 Company shall indemnify and keep indemnified, each of the Book Running Lead Manager, Underwriters 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 it incur or which is made against it as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the draft 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, Underwriters to the extent that any loss, claim, damage or liability is found in a judgment by the court to have resulted solely and directly from any of the Underwriters 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.
- (i) The indemnity provisions contained in this Clause 7 and the representations, warranties and other statements of the Company, the Book Running Lead Manager and the Underwriters contained in this Agreement shall remain operative and in full force and effect regardless of (i) termination of this Agreement, (ii) any investigation made by or on behalf of Underwriters or its directors, officers, employees, agents and representatives, or by or on behalf of the Company, its respective officers or directors or any Affiliate or person Controlling the Company and (iii) acceptance of and payment for any of the Equity Shares.

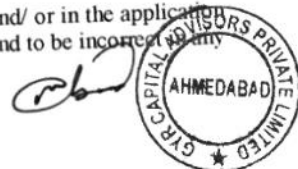
6. TERMINATIONS

- 6.1 This agreement shall be in force from the date of execution until the allotment of securities in this Issue and fulfilment of the obligations of the Underwriters as set-out in this agreement.
- 6.2 Notwithstanding anything contained herein, the Underwriters shall have the option of terminating this Agreement by giving a notice in writing to the Company, to be exercised by him at any time prior to the opening of the Issue as notified in the prospectus of terminating this agreement under any or all of the following circumstances –

- i. if any representations/ statement made by the Company to the Underwriters and/ or in the application forms, negotiations, correspondence, the prospectus or in this letter is or is found to be incorrect



Handwritten signature



material respect, and the Company has failed to remedy the same, where capable of remedy, within 7 (seven) days of written notice from the Underwriters specifying the same;

- ii. a complete breakdown or dislocation of business in the major financial markets, affecting the cities of Calcutta, Mumbai, Chennai or New Delhi;
- 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 Mumbai, Chennai, Kolkata and New Delhi.
- iv. there shall have occurred any change in the condition, financial or otherwise, or in the assets, liabilities, earnings, business, management or operations of the Company that is material and adverse and that makes it impracticable to market the Equity Shares on the terms and conditions and in the manner contemplated in the Offering Document(s) and this Agreement; provided that no account shall be taken of (i) general market, economic, financial or political conditions, (ii) events or conditions affecting the industry in which the Company operates generally, or (iii) any change in law or accounting standards of general application, and provided further that the Underwriters shall furnish to the Company written particulars of the change relied upon.
- v. the Book Running Lead Manager may terminate this agreement with immediate effect, which in view of the Book Running Lead Manager, affects the ability of the Underwriters to carry out its obligations or negatively affects the goodwill of the Company provided that such termination shall take effect only after receipt of the written consent of the Company by the Book Running Lead Manager.

6.3 Notwithstanding anything contained in section 6.2 above, in the event the Company fails to perform any material covenant within the time specified wherever applicable under this Agreement, the Underwriters shall inform the Company with adequate documentary evidence of the breach/ non-performance by Registered post/ Speed post/email with acknowledgement obtained therefor, and if the Company fails to remedy such breach within 7 (seven) days of receipt of such notice, the Underwriters shall thereupon be released only from that obligation the performance of which is directly and demonstrably prevented by the Company's breach, and shall not be released from their remaining obligations under this Agreement.

6.4 The provision of Section 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall survive the termination of this agreement.

7. 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 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 on the third working day after dispatch.

8. MAXIMUM LIABILITY:

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

10. CHANGE IN LEGAL ENVIRONMENT

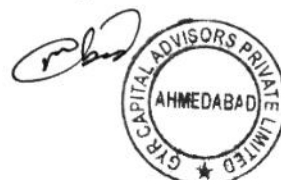
The terms of this agreement for services by Book Running Lead Manager for the Issue and underwriting are based upon the prevailing legal environment in India by way of prescribed rules and regulations by regulatory bodies such as the Ministry of Finance, Department of Company Affairs, Registrar of Companies, SEBI, Stock Exchanges and other governing authorities. Any change or alteration by the respective bodies in the prevailing laws and regulations in future times, that may render the accomplishment of the Issue or underwriting unsuccessful for the reasons beyond Book Running Lead Manager and the Issuer's control shall not be counted as Book Running Lead Manager's failure. In case of such an event, Book Running Lead Manager shall not be liable or legally bound to any proceedings or actions for refund of fees received by us till such date.

11. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Company and the Underwriters, are subject to the condition that time wherever stipulated, shall be of the essence of the Agreement. Consequently, no failure on the part of the Company or the Underwriters to adhere to a time limit shall discharge any Party from its obligations under this Agreement unless such failure is material, is not attributable to SEBI, the Stock Exchange, the Registrar of Companies or any other authority, and remains unremedied for 7 (seven) days after written notice specifying the same; and any period stipulated in this Agreement shall be deemed to stand extended by the period of any delay caused by regulatory or Stock Exchange processing. The agreement shall be in force from the date of execution and will expire on completion of allotment for this Issue.



West Kumar Gupta



12. SEVERAL OBLIGATIONS

The Company the Promoter Selling Shareholder and the Underwriters acknowledge and agree that they are each liable on a several, and not joint 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.

13. MISCELLANEOUS

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

14. 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 Kolkata jurisdiction.

15. ARBITRATION

Reference to arbitration - Any dispute difference or claim arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration by a sole arbitrator appointed by mutual consent of the disputing Parties, and failing such consent within 30 (thirty) days, by an arbitrator appointed on an application under section 11 of the Arbitration and Conciliation Act, 1996. The award shall be binding on the Parties, subject to the rights of the Parties under the Arbitration and Conciliation Act, 1996. The Promoter Selling Shareholder shall not be joined to any arbitration which does not allege a breach by him of his obligations under this Agreement.

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 seat and venue of the arbitration shall be Kolkata, West Bengal India.

Any reference of any dispute, difference or claim to arbitration under this Agreement shall not affect the performance by the Parties of their respective obligations under this Agreement other than the obligations relating to the dispute, difference or claim referred to arbitration.

16. AMENDMENT

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement.

17. SEVERABILITY

If any provision 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.

18. COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

19. CUMULATIVE REMEDIES

The rights and remedies of each of the parties and each indemnified person under Sections 7 and 23 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

20. ILLEGALITY

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

21. ASSIGNMENT

No party may assign any of their rights under this Agreement without the consent of the Party against whom the right operates. No provision of this Agreement may be varied without the consent of the Underwriters, Book Running Lead Manager and Company, and in the case of any variation which increases the obligations or liability of the Promoter Selling Shareholder or reduces his rights, without the written consent of the Promoter Selling Shareholder.

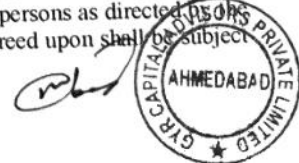
The undersigned hereby certifies and consents to act as Underwriters to the aforesaid Issue and to their name being inserted as Underwriters in the Draft Prospectus, Prospectus and Issue Memorandum which the Company intends to Issue in respect of the proposed Issue and hereby authorize the Company to deliver this Agreement to SEBI and the Emerge Platform of NSE (NSE).

22. FEES, COMMISSION AND EXPENSES

In consideration of the underwriting obligations performed by the Underwriters, the Company shall pay the Underwriters the fees and commissions mutually agreed by the parties as per Schedule A in respect of the obligations undertaken by it. Such fee shall be paid to the Underwriters or such other persons as directed by the Underwriters from time to time. However, it may be noted that the rates or fees so agreed upon shall be subject



Ventura Gupta



to the provisions of Companies Act, 2013. The obligation to pay underwriting commission shall arise only upon listing of and commencement of trading in the Equity Shares on the Emerge Platform of NSE, and against a valid tax invoice. No commission shall be payable, and any amount already paid shall be refunded to the Company within 7 (seven) days of demand, if (a) the Issue is withdrawn, abandoned or does not proceed for any reason, (b) the Underwriters terminate this Agreement, or (c) the Underwriters fail to discharge their obligations under clause 2.11. The underwriting commission, fees and all Offer related expenses shall be borne solely by the Company, and no part thereof shall be payable by, recovered from, or adjusted against the proceeds of the Offer for Sale of, the Promoter Selling Shareholder.

The Company shall not bear any other expenses or losses, if any, incurred by the Underwriters in order to fulfil its Obligations, except for the fees / commissions etc. mentioned in Schedule A of this Agreement.

23. EXECUTION

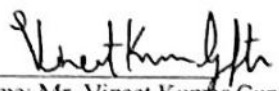
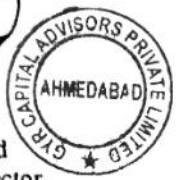
This Agreement and amendment to this agreement, if any, may be executed in any number of counterparts, or using separate signature pages. Each such executed counterpart and each counterpart to which such signature pages are attached shall be deemed to be an original instrument, but all such counterparts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



Handwritten signature



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

For and on behalf of Bench Mark Infotech Services Limited  Name: Vineet Kumar Gupta DIN: 00967830 Designation: Chairman and Managing Director	Witness Name: Jitenra Kumar shw Address: 93 Canal Street Shreebhumi Kolkata- 700040 Signature: Jitenra Kumar shw
For and on behalf of Promoter Selling Shareholder  Name: Mr. Vineet Kumar Gupta Designation: Promoter Selling Shareholder	Witness Jitenra Kumar shw Name: Jitenra Kumar shw Address: 93 Canal Street Shreebhumi Kolkata- 700040 Signature: Vineet Kumar Gupta
For and on behalf of GYR Capital Advisors Private Limited   Name: Mohit Baid Designation: Director DIN: 08594571	Witness Name: Address: Signature: Sukanta pal

SCHEDULE A

FEES, COMMISSIONS AND EXPENSES

- The Company shall pay Underwriting Commission to the Underwriters at 5 % of the total offer size
- No commission or fee shall accrue or be payable unless and until the Equity Shares are listed and trading commences on the Emerge Platform of NSE. All fees shall be payable against a valid tax invoice and shall be refundable in the circumstances set out in clause 23.
- The Underwriting Commission shall be borne solely by the Company. No part of the Underwriting Commission, fees or Offer related expenses shall be payable by the Promoter Selling Shareholder or adjusted against the proceeds of the Offer for Sale.
- It shall be noted that the Underwriters, on its sole discretion, may reduce the Underwriting Commission if it deems fit.
- All applicable taxes will be additional and would be borne by the Company.

Annexure A

Name	Type	Number of the Equity Shares offered / amount in ₹	Date of the consent letter
Vineet Kumar Gupta	Promoter Selling Shareholder	Up to 5,00,000	June 25, 2026



Vineet Kumar Gupta

