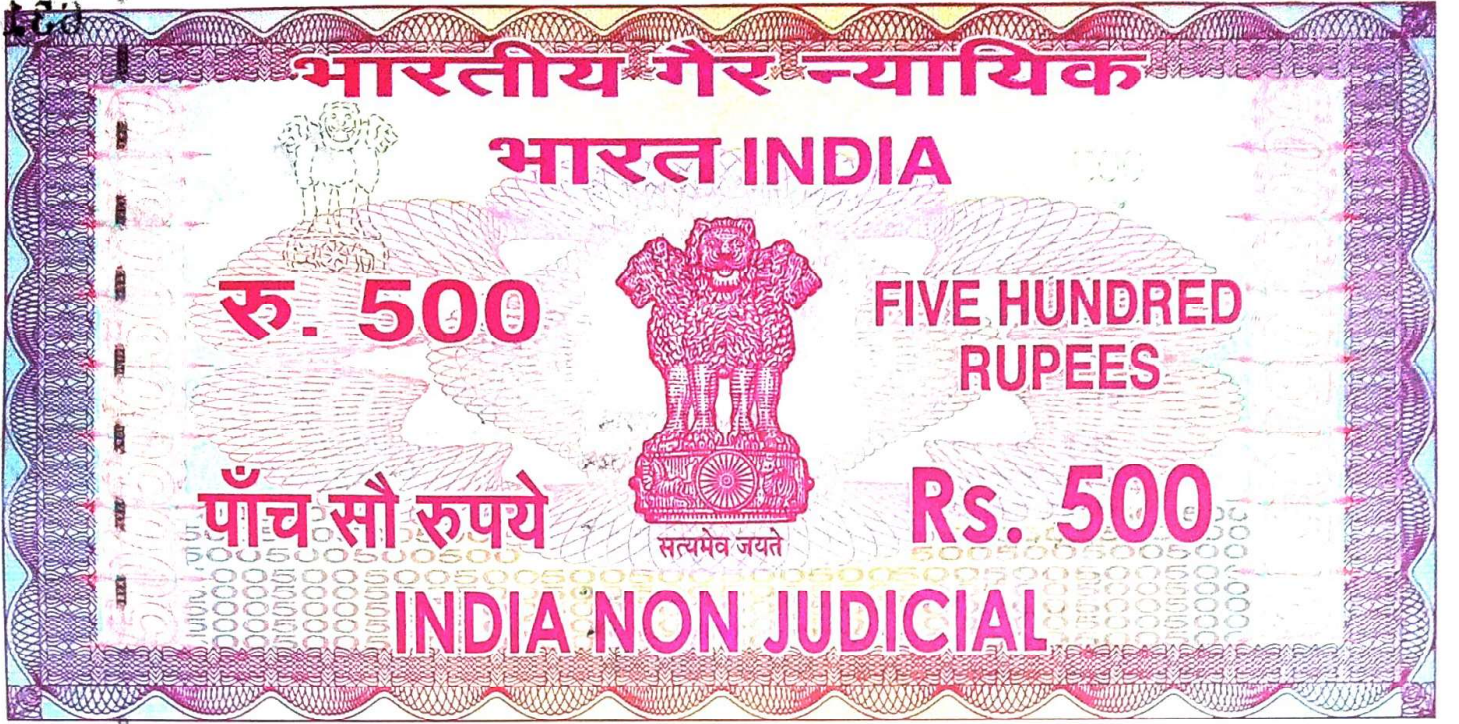




महाराष्ट्र MAHARASHTRA

● 2026 ●

FB 341993

Underwriter Agreement

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९६
- 8 JUL 2026
सक्षम अधिकारी ✓

श्री. विनायक जाधव

अनुसूची-१/Annexure-1
केवल प्रतिज्ञापनासाठी / Only For Affidavit

१) मुद्रांक विक्रीचे पैसेही अनु. के. दिनांक _____

२) मुद्रांक विक्रीचे पैसेही नोंद, प्रतिज्ञापना पत्र व आहे.

३) परवानाधारक मुद्रांक विक्रीसाठी आहे

व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता
परवाना क्रमांक ८००००१६

मुद्रांक विक्रीचे ठिकाण/पत्ता: कोला बार असोसिएशन
भास्कर बिल्डींग, २रा मज्जा, लॉवर सेंटर, कोला मेट्रोपोलिटन
मॅजिस्ट्रेट कोर्ट, ए. के. मार्ग, कोला पूर्व, मुं.-४०००५१.

शासकीय कार्यालयासभर/न्यायालयासभर प्रतिज्ञापन सादर
करणेसाठी मुद्रांक जागदाची आवश्यकता नाही.

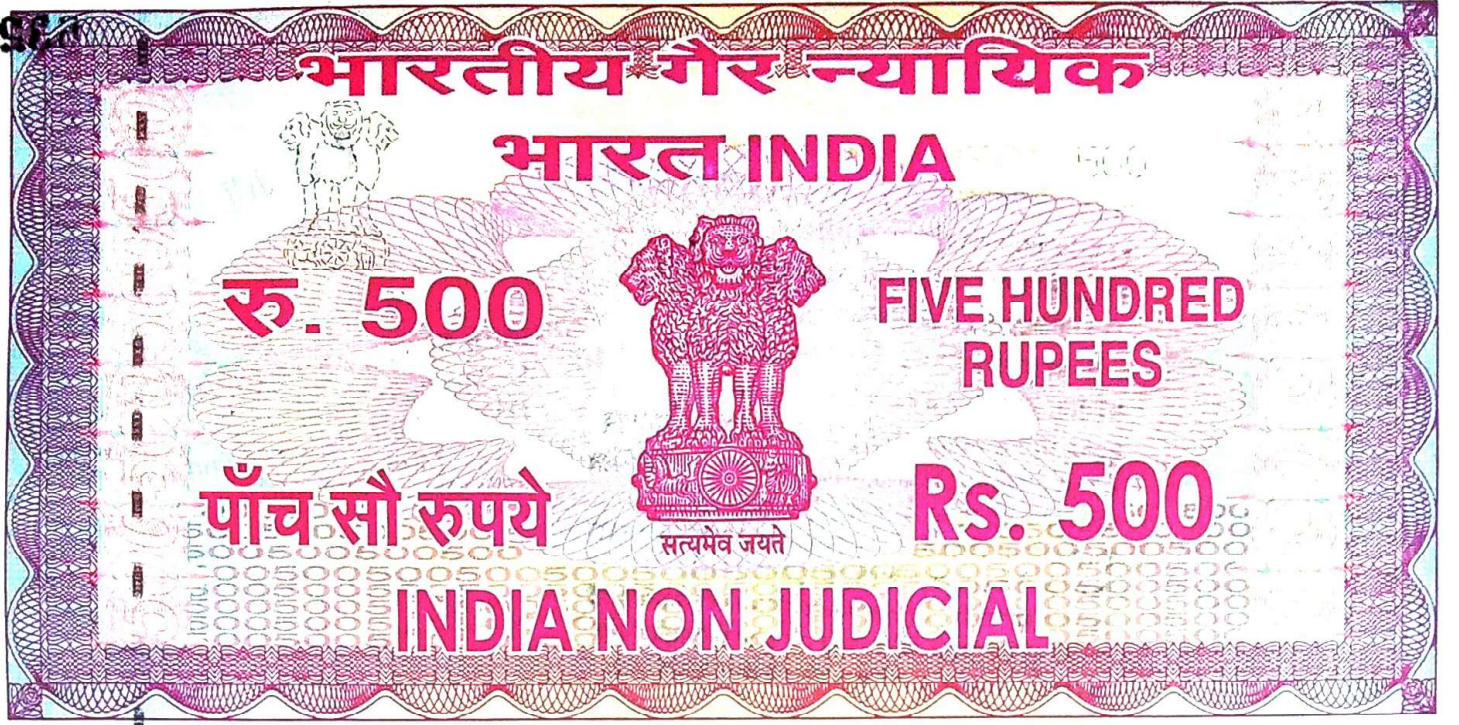
(शामन आदेश दि. ०१/०७/२००४ नुसार) ज्या कारणासाठी
ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक
खरेदी केल्यापासून व भविष्यात वापरणे बंदीनकारक आहे.



20 JUL 2024

Propshop Events And Exhibitions Limited
18E AC Shed (Recognized as Plot No. 837,
TPS 3), 'Mori Road, Mahim (W),
Mumbai-400016.

श्री. राजेश गोपाळ नाईक



महाराष्ट्र MAHARASHTRA

● 2026 ●

FB 341994

Underwriter Agreement

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु वि क. ८००००९६

- 8 JUL 2026

सक्षम अधिकारी

श्री. विनायक जाधव

जोड़पत्र-१ / Annexure-1
केवल प्रतिज्ञापत्रासाठी / Only For Affidavit

- १) मुद्रांक विक्री नोंदवही अनु. क्र./दिनांक _____
 २) मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही.
 ३) परवानाधारक मुद्रांक विक्रेत्याची सही

व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता
 परवाना क्रमांक ८००००१६

मुद्रांक विक्रीचे ठिकाण/पत्ता: जॉर्ज बार असोसिएशन
 बॉस्कर बिल्डींग, २रा माऊ, लॉवर चेंबर, बांद्रा मेट्रोस्टेशन
 मॅजिस्ट्रेट कोर्ट, ए. के. मार्ग, बांद्रा पूर्व, मुं.-४०००५१.
 शासकीय कार्यालयात/न्यायालयात प्रतिज्ञापत्र सादर
 करणेसाठी मुद्रांक कागदाची आवश्यकता नाही.
 (शासन आदेश दि. ०१/०७/२००४ नुसार) ज्या कारणासाठी
 ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक
 खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

20 JUL 2026

Propshop Events And Exhibitions Limited
 18E AC Shed (Recognized as Plot No. 837,
 TPS 3), Mori Road, Mahim (W),
 Mumbai-400016.

Mr. Dail
 श्री. राजेश गोपाळ नाईक.

**THIS STAMP PAPER FORMS AN INTERGRAL PART OF UNDERWRITER
AGREEMENT BETWEEN**

**PROPSHOP EVENTS AND EXHIBITIONS LIMITED (“THE COMPANY” /
“OFFEROR” / “PROPSHOP”)**

AND

**UNISTONE CAPITAL PRIVATE LIMITED (“BOOK RUNNING LEAD MANAGER”/
“UCPL”/ “UNDERWRITER”),”)**

AND

**PERSONS IDENTIFIED IN ANNEXURE A
(AS THE PROMOTER SELLING SHAREHOLDERS)**

UNDERWRITER AGREEMENT FOR INITIAL PUBLIC OFFERING (IPO) BY PROPSHOP EVENTS AND EXHIBITIONS LIMITED

THIS UNDERWRITER AGREEMENT IS (“AGREEMENT”) MADE ON JULY 20, 2026 AT MUMBAI, INDIA BY AND BETWEEN:

(i) **PROPSHOP EVENTS AND EXHIBITIONS LIMITED** (CIN: U92490MH2019PLC329470), a Company incorporated under the Companies Act, 2013 and having its Registered Office at 18E AC Shed, Plot No. 837, TPS 3, Mori Road, Mahim West, Mahim, Mumbai - 400016, Maharashtra, India, (Hereinafter referred to as “**The Company**”/ “**The Offeror Company**”/ “**Offeror**”/ “**Propshop**”) 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 PARTY**”;

AND

(ii) **UNISTONE CAPITAL PRIVATE LIMITED**, a company incorporated under Companies Act, 2013 and having SEBI registration number INM000012449 and having its registered Office at A/305, Dynasty Business Park, Andheri Kurla Road, Andheri East, Mumbai 400059, Maharashtra (hereinafter referred to as “**UCPL**” 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 **SECOND PART**;

AND

THE PERSONS IDENTIFIED IN SCHEDULE I HERETO (referred to as the “Selling Shareholder(s)” or “Promoter Selling Shareholder(s)”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **THIRD PART**;

In this Agreement,

- (i) Unistone Capital Private Limited is referred to as the “Unistone/ Book Running Lead Manager” or “BRLM” or “Underwriter”;
- (ii) Prathamesh Shantaram Pusalkar and Aarti Prathamesh Pusalkar, “Promoter Selling Shareholder(s)”
- (iii) Unistone Capital Private Limited is referred to as the “Underwriter”
- (iv) the Company, Underwriter, the Promoter Selling Shareholders, are collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS:

1. The Company and the Promoter Selling Shareholders, propose to undertake an initial public offering of up to 41,40,000* equity shares of face value of ₹ 10 each of the Company (the “Equity Shares”), comprising a fresh issue of up to 33,40,000* Equity Shares by the Company aggregating up to ₹ [●] (the “Fresh Issue”) and an offer for sale of up to 8,00,000* Equity Shares held by the Selling Shareholders of value aggregating up to ₹ [●] and (together, the “Offered Shares”), as set out in Schedule A (such Fresh Issue together with the Offer for Sale, the “Offer”) in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “ICDR Regulations”) and other Applicable Law, at such price as may be determined through

the book building process under the ICDR Regulations and agreed to by the Company and the Selling Shareholders, in consultation with the BRLM (the "Offer Price"). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the ICDR Regulations.

*Subject to finalization of Basis of Allotment

2. The present offer has been authorized pursuant to a resolution of our Board dated July 10, 2026 and pursuant to a special resolution of our Shareholders passed in an Extra-Ordinary General Meeting dated July 13, 2026 under Section 62(1)(c) of the Companies Act, 2013.
3. The Issuer Company has received an in-principle approval dated December 31, 2025 from National Stock Exchange of India Limited ('NSE') for listing of its equity shares on the Emerge Platform of the NSE.
4. The Offer shall be conducted through the Book Building Process route pursuant to the SEBI (ICDR) Regulations, 2018 as amended.
5. The Company has appointed Unistone Capital Private Limited to manage the Offer as the Book Running Lead Manager and Unistone Capital Private Limited has accepted the engagement in terms of their Agreement dated September 22, 2025 subject to the terms and conditions set forth therein.

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

1. DEFINITIONS AND INTERPRETATIONS

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

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

"Allotment" shall mean the Offer and allotment of Equity Shares pursuant to successful applicants.

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

"Applicant" shall mean any prospective investor who makes an application for Equity Shares in terms of the Draft Red Herring Prospectus or Red Herring Prospectus or Prospectus.

"Application" shall mean an indication to make an Application during the application period by a prospective investor at the Offer price, including all revisions and modifications thereto.

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

"Bid/Offer Opening Date" shall mean, except in relation to Anchor Investors, any such date on which the Designated Intermediaries shall start accepting Bids for the offer, within the application hours which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

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

“Bid” shall mean an indication to make an offer during the Bid/Offer Period by an ASBA Bidder pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/Offer Period by an Anchor Investor, pursuant to submission of the Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the ICDR Regulations and in terms of the Red Herring Prospectus and the Bid cum Application Form. The term “Bidding” shall be construed accordingly;

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

“Bid cum Application Form” shall mean the Anchor Investor Application Form or the ASBA Form, as the context requires;

“Book Running Lead Manager” or **“BRLM”** shall mean Unistone Capital Private Limited;

“Companies Act” shall mean the Companies Act, 2013, as amended from time to time.

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

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

“Draft Red Herring Prospectus” shall mean the Draft Red Herring Prospectus dated September 26, 2025 issued in accordance with the ICDR Regulations, which did not contain complete particulars of the price at which the Equity Shares will be Allotted.;

“Individual Investor” means an individual investor (including HUFs and Eligible NRIs and does not include NRIs other than Eligible NRIs), who applies for a minimum of **two (2) lots of Equity Shares** in the Offer and for an **application amount of more than ₹2,00,000**, in accordance with the provisions of the *Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018*, as amended from time to time.

“Fresh Offer” shall mean offer of Upto 33,40,000 Equity Shares.

“Public Offer Account” shall mean the bank account opened with the Public Offer Account Bank under Section 40(3) of the Companies Act, 2013 to receive monies from the Escrow Accounts and the ASBA Accounts on the Designated Date;

“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.

“Offer Agreement/” shall mean agreement dated Offer Agreement dated September 22, 2025, between our Company, the Selling Shareholders and the Book Running Lead Manager.

“Offer Documents” shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the Bid cum Application Form including the abridged prospectus, the Confirmation of Allocation Notes, the Allotment Advice and any amendments, supplements, notices, corrections or corrigenda to such offering documents;

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

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

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

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

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

“NSE” shall mean National Stock exchange of India Limited

“Offer Document” shall mean and include the Draft Red Herring Prospectus and the Prospectus as and when approved by the Board of Directors of Offeror Company and filed with Emerging Platform of NSE ("NSE").

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

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

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

“Registrar” shall mean MUFG Intime India Private Limited.

“Retail Applicants” shall mean individual applicants (includes 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 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.

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

“Stock Exchange” shall mean EMERGE Platform of NSE.

“Underwriter” shall mean Unistone Capital Private Limited

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 Offer Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Offer Agreement or to such other agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or noted;
- (f) any reference to any Party to this Offer 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 Offer Agreement; and capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red Herring Prospectus 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 Offer 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 of each respective under:

Name of the Underwriter	No. of shares Underwritten	% of the Total Issue Size Underwritten
Unistone Capital Private Limited	Upto 41,40,000	100%
Total	Upto 41,40,000	100%

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

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

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

- 2.4** The subscription list for the public offer shall open not later than three months from the date of this agreement or such extended period(s) as the underwriters may agree to in writing. The subscription list shall be kept open by the company for a minimum period of 3 working days and if required by the underwriter, the same may be kept open up to a maximum of 10 calendar days failing which the underwriter shall not be bound to discharge the underwriting obligations under this agreement.
- 2.5** The application bearing the stamp of the underwriter or as the case may be the sub-underwriter whether made on their own behalf or otherwise shall be treated in the same manner as the applications received directly from the members of the public and, in the event of the offer being oversubscribed, such applications shall be treated on par with those received from the public and under no circumstances, the applications bearing the stamp of the underwriter or the sub-underwriter shall be given any preference or priority in the matter of allotment of the offer shares.
- 2.6** There is no provision for inter-changeability of the underwriting obligation i.e. **UCPL** shall have to underwrite their respective obligations as stated in 2.1 of this agreement and that they shall not be allowed to interchange any portion of the said obligations. All the applications made by any applicant except by **UCPL** in its "OWN" account shall be construed to be part of the "Net Offer" applications. In case of shortage in any of the specific portion (i.e. Market Maker Reservation Portion and the Net Offer Portion), the other Underwriter shall not be liable for any damages or losses as long as it has completed its individual obligations stated in 2.1 of this agreement.
- 2.7** With regard to the Market Maker Reservation Portion, it is compulsory that the Market Maker subscribe to the specific portion of the Offer set aside as "Market Maker Reservation Portion" as it needs to be subscribed in its OWN account in order to claim compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, 2018, as amended.
- 2.8** Only the Underwriter for the "Net Offer" shall be entitled to arrange for sub-underwriting of its underwriting obligation on his own account with any person or persons on term to be agreed upon between them. Notwithstanding such arrangement, the Underwriters shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-underwriters to discharge their respective sub-underwriting obligations, shall not exempt or discharge the underwriter of his underwriting obligation under this agreement.
- 2.9** If the Net Offer is undersubscribed, **UCPL**, the Underwriters for such portion shall be responsible to subscribe/ procure subscription to the unsubscribed shares. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1 above.
- 2.10** The said underwriting obligations for each underwriter in case of shortage in its respective portions shall be discharged in the manner mentioned below:
- a) the Company and Selling shareholder shall within 3 days after the date of closure of subscription list communicate in writing to the respective underwriter, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the underwriter or subscription to be procured therefore by the underwriter.
 - b) the Company and Selling shareholder shall make available to the respective underwriter, the manner of computation of underwriting obligation and furnish a certificate in support of such computation from the company's auditors.
 - c) the respective underwriter on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case not later than 30 days after receipt of the communication under sub-clause (a) above, in the manner specified in clauses 2.7, 2.8 and elsewhere in this agreement,

make or procure the applications to subscribe to the shares and submit the same together with the application moneys to the Company in its Public Offer Account opened specifically for this Offer.

- d) in the event of failure of the underwriter to make the application to subscribe to the shares as required under clause (c) above, the Company shall be free to make arrangements with one or more persons to subscribe to such shares without prejudice to the rights of the Company to take such measures and proceedings as may be available to it against the underwriter including the right to claim damage for any loss suffered by the Company by reason of failure on the part of the underwriter to subscribe to the shares as aforesaid.

2.11 The Company is and Selling shareholder free to quantify the damage, being a multiple of the value of the shares not subscribed to by the respective underwriter.

3. Underwriting Fees, Commission and Expenses

In consideration of the underwriting obligations performed by the Underwriter, the Company shall pay the Underwriter the fees and commissions mutually agreed by the parties as per Schedule A in respect of the obligations undertaken by it. Such fee shall be paid to the Underwriter or such other persons as directed by the Underwriter from time to time. However, it may be noted that the rates or fees so agreed upon shall be subject to the provisions of Companies Act and that the obligation to pay underwriting commission shall arise upon execution of this agreement irrespective of the fact whether there is any devolvement or no devolvement on the Underwriter towards under subscription. The Company shall not bear any other expenses or losses, if any, incurred by the Underwriter in order to fulfil its Obligations, except for the fees / commissions etc. mentioned in Schedule A of this Agreement.

4. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITERS

4.1 Net worth of the Underwriter. The underwriter(s), hereby declares that they satisfy the Net Worth/ Capital Adequacy Requirements specified under the SEBI (Underwriter) Rules and Regulations, 1993 or the byelaws of the stock exchange of which the underwriter is a member and that he is competent to undertake the underwriting obligations mentioned in clause 2 hereinabove.

4.2 Registration with the SEBI: The underwriter(s) hereby declares that the underwriters being Merchant Banker or stockbrokers are entitled to carry on the business as an underwriter without obtaining a separate certificate under the SEBI (Underwriters) Regulations 1993 framed under the SEBI Act.

4.3 The Underwriters confirm to the Company that they are responsible and liable to the Company, for any contravention of the SEBI Act, rules or regulations thereof. The Underwriters further confirm that they shall abide with their duties, function, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992 and the SEBI (Underwriters) Regulations 1993.

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

- a) It has taken all necessary actions to authorize the signing and delivery of this agreement.
- b) The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Underwriter.
- c) It will comply with all 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 NSE w.r.t underwriting in general and underwriting this Public Offer in specific.

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

4.5 The Underwriter(s) acknowledge that it is under a duty to notify the Offeror Company and the NSE immediately in case it becomes aware of any breach of a representation or warranty.

5. REPRESENTATIONS AND WARRANTIES BY THE OFFEROR COMPANY

5.1 Warranty as to statutory and other approvals. The Company warrants that all consent, sanctions, clearance, approvals, permissions, licenses, etc., in connection with the public offer as detailed in the prospectus or required for completing the prospectus have been obtained or will be obtained and the same shall remain effective and in force until the allotment of all the shares/ debenture are completed.

5.2 In addition to any representations of the Offeror under the Prospectus the Offeror 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 Offeror 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 NSE with respect to the role of the Offeror Company in the Market Making process in general and Market Making in the shares of **Unsitone Capital Private Limited**, in specific.
- e) It shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.

5.3 The Offeror Company acknowledges that it is under a duty to notify the Underwriters and the NSE immediately in case it becomes aware of any breach of a representation or a warranty.

6. CONDITIONS OF THE UNDERWRITERS' OBLIGATIONS

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

- a) Subsequent to the execution and delivery of this Agreement and prior to the Offer Closing Date there shall not have occurred any regulatory changes, or any development involving a prospective regulatory changes or any order or directive from SEBI, NSE or any other governmental, regulatory or judicial authority that, in the judgment of the Underwriter(s), is material and adverse and that makes its, in the judgment of the Underwriter(s), impracticable to carry out Underwriter(s) obligations.
- b) Subsequent to the execution and delivery of this Agreement and prior to the Offer Closing Date there shall not have occurred any change, or any development involving a prospective changes, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company and its subsidiaries, taken as a whole, that, in the judgment of the BRLM, is material and adverse and that makes it, in the judgment of BRLM, impracticable to market the Offer Shares on the terms and in the manner contemplated in the Offer Documents.
- c) If the Underwriter(s) are so notified or become aware of any such filing, communication, occurrence or event, as the case may be, they may give notice to the company to the effect, with regard to the Offer shares this agreement shall terminate and cease to have effect, subject as set out herein.

- d) The representations and warranties of the Offeror Company contained in this Agreement shall be true and correct on and as of the Offer Closing Date and that the Offeror Company shall have complied with all the conditions and obligations under this Agreement and the offer Agreement dated September 22, 2025, on its part to be performed or satisfied on or before the Offer Closing Date.
- 6.2** If any condition specified in Section 5.1 shall not have been fulfilled when and as required to be fulfilled, this agreement may be terminated by the Underwriter(s) by written notice to the Offeror Company any time on or prior to the Offer Closing Date; provided, however, that this Section 5.2, Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Agreement.
- 6.3** The Offeror Company shall not bear any other expense or losses, if any, incurred by the Underwriters in order to fulfill their respective Obligations, except for the fees/commissions etc. as mutually agreed.

7. INDEMNITY

The Underwriters herein (UCPL) shall indemnify and keep indemnified the Offeror for its own account and their respective Affiliates and all the respective directors. Officers, employees, duly authorised agent and controlling persons (each, an “Indemnified Party”) from and against any and all losses, liabilities, costs, Claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of the or arising out of, or in relation to the IPO subscription, trading, liquidity and failure to make minimum market requirement from time to time which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the willful defaults or gross negligence on the part of the underwriters. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charges, demand or action or other proceeding.

The Offeror Company and Selling shareholder shall indemnify and keep indemnified, each of the Book Running Lead Manager, Underwriters and Market Makers for its own account and their respective Affiliates and all other respective directors, officers, employees, professionals, duly authorised agents and controlling persons (each, an “Indemnified Party”) from against any and all losses, Liabilities, costs, claims, charges, actions, proceedings, damage, expenses or demands which they (or any of the them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the draft red herring prospectus 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 offeror company and Selling Shareholders will not be liable to the Book Running lead manager, underwriters, Market Makers to the extent that any loss, claim, damage or liability is found in a judgment by the court to have resulted solely and directly from any of the 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.

8. TERMINATIONS

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

- i. if any representations/ statement made by the Company to the underwriter and/ or in the application forms, negotiations, correspondence, the prospectus or in this letter are or are found to be incorrect;
- ii. a complete breakdown or dislocation of business in the major financial markets, affecting major cities of India;
- iii. declaration of war or occurrence of insurrection, civil commotion or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of India.

8.2 Notwithstanding anything contained in section 7.1 above, in the event of the Company failed to perform all or any of the covenants within limit specified wherever applicable under this letter of underwriting, the underwriter shall inform the Company with adequate documentary evidence of the breach/non-performance by Registered post/ Speed post and acknowledge obtained therefore, whereupon the underwriter shall be released from all or any of the obligations required to be performed by him.

8.3 The provisions of Section 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 shall survive the termination of this agreement.

9. NOTICES

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

10. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Company and the Underwriters, are subject to the condition that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company or the Underwriter to adhere to the time limits shall unless otherwise agreed between the Company and the Underwriter, discharge the Underwriter or Company of his / their obligation under the Underwriting Agreement. The agreement shall be in force from the date of execution and will expire on completion of allotment for this Offer.

11. SEVERAL OBLIGATIONS

The Offeror Company and the Underwriter(s) acknowledge and agrees that they are all liable on a several basis to each other in respect of the representations, warranties, indemnities, undertakings and other obligations given, entered into or made by each of them in this Agreement.

12. MISCELLANEOUS

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

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and shall be subject to Mumbai, Maharashtra, jurisdiction.

14. ARBITRATION

Reference to arbitration - Any dispute arising out of this agreement between the underwriter and the Offeror Company shall be referred to the Arbitration Committee by the NSE in which the share is to be listed and the decision of the Arbitration Committee shall be final and binding on both the parties.

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

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

15. AMENDMENT

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

16. SEVERABILITY

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

17. COUNTERPARTS

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

18. CUMULATIVE REMEDIES

The rights and remedies of each of the parties and each indemnified person under Sections 8 and 9 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

19. ILLEGALITY

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

20. ASSIGNMENT

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

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

For and on behalf of
Selling Shareholder

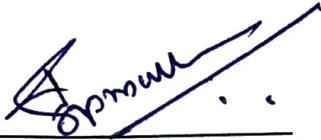


Prathamesh Shantaram Pusalkar

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

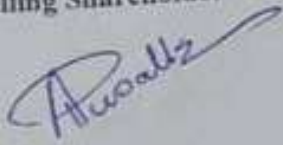
For and on behalf of

Propshop Events And Exhibitions Limited

A handwritten signature in blue ink, appearing to read 'Prathamesh', is written over a horizontal line.

Prathamesh Shantaram Pusalkar
Managing Director

For and on behalf of
Selling Shareholder

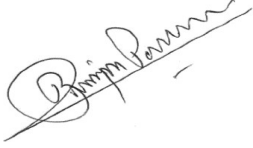


Aarti Prathamesh Pusalkar

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

For and on behalf of

Unistone Capital Private Limited.



Brijesh Parekh
Director

Annexure A

Details of the Promoter Selling Shareholders

Sr. No.	Name of Selling Shareholder	Date of Consent	Equity Shares Offered	Demat Account Number	Address
1	Mrs. Aarti Prathamesh Pusalkar	September 10, 2025	Up to 3,00,000 Equity Shares	IN30051381011106	384/YADAV PATIL WADI, VEER SAVARKAR MARG, PRABHADEVI, MUMBAI - 400025
2	Mr. Prathamesh Shantaram Pusalkar	September 10, 2025	Up to 5,00,000 Equity Shares	IN30051318833456	384/YADAV PATIL WADI, VEER SAVARKAR MARG, PRABHADEVI, MUMBAI - 400025