सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL44425345544289W
Certificate Issued Date	:	28-Aug-2024 02:04 PM
Account Reference	:	IMPACC (IV)/ dl783903/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL783903414460836687 44W
Purchased by	:	NUKLEUS OFFICE SOLUTIONS PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	NUKLEUS OFFICE SOLUTIONS PVT LTD
Second Party	:	SUNDAE CAPITAL ADVISORS PRIVATE LIMITED
Stamp Duty Paid By	:	NUKLEUS OFFICE SOLUTIONS PVT LTD
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

सत्यमेव जयते

₹500 ₹500 ₹500 ₹500 ₹500

₹500

Please write or type below this line IN-DL44425345544289W

This stamp paper forms an integral part of the Issue Agreement dated September 15, 2024 amongst Nukleus Office Solutions Limited and Sundae Capital Advisors Private Limited.

Nukleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL44425651106080W
Certificate Issued Date	:	28-Aug-2024 02:04 PM
Account Reference	:	IMPACC (IV)/ dl783903/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL78390341445419689910W
Purchased by	:	NUKLEUS OFFICE SOLUTIONS PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	NUKLEUS OFFICE SOLUTIONS PVT LTD
Second Party	:	SUNDAE CAPITAL ADVISORS PRIVATE LIMITED
Stamp Duty Paid By	:	NUKLEUS OFFICE SOLUTIONS PVT LTD
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

₹500 ₹500 ₹500 ₹500

₹500

Please write or type below this line IN-DL44425651106080W

This Stamp paper forms an integral part of the Issue Agreement dated September 15, 2024 amongst Nukleus Office Solutions Limited and Sundae Capital Advisors Private Limited.

Nukleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ISSUE AGREEMENT

DATED SEPTEMBER 15, 2024, 2024

AMONGST

NUKLEUS OFFICE SOLUTIONS LIMITED

AND

SUNDAE CAPITAL ADVISORS PRIVATE LIMITED

ISSUE AGREEMENT

THIS ISSUE AGREEMENT (THIS "AGREEMENT") MADE AT NEW DELHI, INDIA ON SEPTEMBER 15, 2024 AND ENTERED INTO BY AND BETWEEN

1. **Nukleus Office Solutions Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at Unit 1102, Barakhamba Tower, 22 Barakhamba Road, New Delhi - 110 001, India, (hereinafter referred to as "**the Company**" or "**Nukleus**" or "**the Issuer**", as the context may require, which expression shall include its successors and assigns, of the **FIRST PART**);

2. **Sundae Capital Advisors Private Limited**, SEBI Registered Category - I Merchant Banker having Registration No. INM000012494, incorporated under the Companies Act, 2013 and having its registered office at 1177, 11th Floor, VEGAS, Plot No. 6, Sector-14 (North), Dwarka City Centre, New Delhi - 110 075, India and correspondence office at 404, 4th Floor, Vaibhav Chambers, Bandra Kurla Complex, Bandra East, Mumbai - 400 051, Maharashtra, India (hereinafter referred to as the "**Lead Manager**" or "**Sundae**", as the context may require which expression shall include its successors and assigns, of the **SECOND PART**).

(In this Issue Agreement, the Company, and the Lead Manager are collectively referred to as the "**Parties**" and individually as a "**Party**") and

WHEREAS:

A. The Company proposes to undertake an initial public offering of equity shares of face value of ₹ 10 each of the Company ("**Equity Shares**") comprising a fresh issue of Equity Shares for an amount not exceeding ₹ 40 Crores by the Company ("**Issue**"). The Equity Shares would be issued to the public through the fixed price method and will also comprise of promoters contribution, as prescribed under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (hereinafter referred to as the "**SEBI ICDR Regulations**") at such price as may be determined or as agreed upon between the Company, in consultation with the Lead Manager, and other applicable laws.

B. The Board of Directors of the Company has authorized the Issue by resolution dated February 01, 2024, 2024 in its meeting of the Board of Directors. Further, the Issuer passed a special resolution under section 62 and other applicable sections of the Companies Act, 2013 at the Extra-Ordinary General Meeting held on August 14, 2024 which authorized the Issuers' Directors, or any other authorized representatives, for the purpose of the Issuing and signing the Draft Prospectus, the Prospectus and the Agreements, 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.

C. The Company has approached the Lead Manager. Sundae have accepted its engagement in terms of engagement letter dated February 06, 2024 (collectively the "**Engagement Letter**"), subject to the approval of the shareholders of the Issuer in its general meeting and entering into an Issue Agreement for the purpose, being these presents.

D. The fees and expenses payable to the Lead Manager in respect of the Issue have been

mutually agreed upon as per the Engagement Letter.

E. The Issuer Company shall be applying for In-principal approval of BSE Ltd for listing of its Equity Shares on the BSE SME platform.

Sundae is a SEBI Registered Category - I Merchant Banker having Registration No. INM000012494 and has agreed to act as the Lead Manager to the Issue subject to the terms and conditions contained herein.

NOW THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"**Affiliates**" with respect to any person means: (a) any persons that directly or indirectly through one or more intermediaries, control or are controlled by or are under common control with such person; (b) any persons in which such person has a significant influence or which has significant influence over such person provided that significant influence over a person is the power to participate in the financial and operating policy decisions of the person but is less than control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediary, a 10% interest in the voting power of the person are presumed to have a significant influence on the person; or (c) any joint venture counter party of any person specified in (a) or (b). As used in this definition of Affiliate, the term "**control**" (including the terms "controlling", "controlled by" or "under common control with") means the possession, direct or indirect of the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting shares by contract or otherwise;

"**Agreement**" shall have the meaning given to such term in the Preamble;

"**Applicable Law**" shall mean any applicable law, bye-law, rule, regulation, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), compulsory guidance, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, inside or outside India, including any applicable securities law in any relevant jurisdiction, the SEBI Act, the SCRA, the SCRR, the Companies Act, the SEBI ICDR Regulations, the Listing Regulations, the Foreign Exchange Management Act, 1999 and the respective rules and regulations thereunder, and the guidelines, instructions, rules, directions, notifications, communications, orders, circulars, notices and regulations issued by any Governmental Authority or Stock Exchange (and rules, regulations, orders and directions in force in other jurisdictions which may apply to the Issue);

"**Arbitration Act**" shall have the meaning given to such term in Section 12.1;

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

"**Basis of Allotment**" shall mean the basis on which Equity Shares will be Allotted to successful applicants under the Issue, as described in the Issue Documents;

"**Board of Directors**" shall have the meaning given to such term in Recital (B);

"**CAN**" shall mean the note or advice or intimation of allocation of Equity Shares sent to the successful Applicants who have been allocated Equity Shares as per Fixed Price Process, including any revisions thereof.

"**Company**" shall have the meaning given to such term in the Preamble;

"**Control**" shall have the meaning set forth under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended, and the terms "**Controlling**" and "**Controlled**" shall be construed accordingly;

"**Depositories**" shall mean National Securities Depository Limited and Central Depository Services (India) Limited;

"**Disputing Parties**" shall have the meaning given in Clause 12.1;

"**Draft Prospectus**", shall mean the draft prospectus used or to be used in connection with the Issue, to be filed with SEBI and Stock Exchange, and issued in accordance with the Companies Act and the SEBI ICDR Regulations, together with any amendments, supplements, notices, corrections or corrigenda thereto;

"**Engagement Letter**" shall have the meaning given in Recital C;

"**Equity Shares**" shall mean Equity shares of the Company having a face value of Rs. 10 each, unless otherwise specified;

"**Governmental Authority**" shall include the SEBI, the Stock Exchange, the Registrar of Companies, the RBI, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, quasi-judicial or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;

"**Indemnified Parties**" shall have the meaning given in Clause 16.3;

"**Indemnifying Parties**" shall have the meaning given in Clause 16.3;

"**Issue**" shall have the meaning given in Recital A;

"**Issue Closing Date**" shall mean the date after which the members of the Syndicate will not accept any applications for the Issue, which date shall be notified in an English national newspaper and a Hindi national newspaper, each with wide circulation;

"**Issue Opening Date**" shall mean the date on which the members of the Syndicate shall start accepting applications for the Issue, which date shall be notified in an English national newspaper and a Hindi national newspaper, each with wide circulation;

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

"**Issue Price**" shall have the meaning given to such term in Recital (A);

"**Issue Documents**" shall mean the Draft Prospectus, the Prospectus together with any supplemental Issue Material and any amendment, supplements, notices, corrections or corrigenda to such issue documents;

"**Issue Material**" shall mean Issue Documents, the application form, and any amendment or supplement;

"**Lead Manager**" / "**Sundae**" shall mean the Lead Manager to the Issue, in this case being Sundae Capital Advisors Private Limited;

"**Material Adverse Change**" shall mean, individually or in the aggregate, a material adverse effect, probable or otherwise, whether or not in the ordinary course of business (a) on the condition, financial or otherwise, or on the business, operations, management, earnings or prospects of the Company, or (b) on the ability of the Company to perform their obligations under, or to consummate the transactions contemplated by, the Transaction Documents or (c) on the ability of the Company to conduct its business, to own, lease or license its assets or properties, in substantially the same manner in which such business were previously conducted or such assets or properties were previously owned, leased or licensed as described in the Draft Issue document and Issue documents;

"**Non-Institutional Applicants**" shall mean all Applicants that are not QIBs or Retail Applicants and who have applied for equity shares for an amount of more than Rs. 2,00,000.00;

"**Other Agreements**" shall mean the Engagement Letter, the Underwriting Agreement, any cash escrow and sponsor bank agreement, any syndicate agreement, any monitoring agency agreement or any other agreement entered into by the Company in connection with the Issue;

"**Offering Memorandum**" means the offering memorandum to be distributed outside India, consisting of the Prospectus and the international wrap, together with all supplements, corrections, amendments or corrigenda thereto;

"**Party**" or "**Parties**" shall have the meaning given to such term in the Preamble;

"**Promoters**" shall mean promoters of the Company being Nipun Gupta and Puja Gupta;

"**Prospectus**" shall mean the prospectus used or to be used in connection with the Issue, to be filed with the Registrar of Companies, and thereafter with SEBI, the Stock Exchange, and any other Governmental Authority, as applicable, and issued in accordance with the Companies Act and the SEBI ICDR Regulations, together with the final international supplement/wrap to such prospectus, and any amendments, supplements, notices, corrections or corrigenda to such prospectus and international supplement/wrap;

"**Qualified Institutional Buyers**" or "**QIBs**" A qualified institutional buyer as defined under the SEBI ICDR Regulations;

"**Retail Individual Applicants**" shall mean individual applicants (including HUFs and NR is) who

have applied for Equity Shares for an amount not more than Rs. 2,00,000.00 in any of the application options in the Issue;

"**SEBI**" shall mean the Securities and Exchange Board of India;

"**SEBI ICDR Regulations**" shall mean SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018;

"**Syndicate**" shall mean collectively, the Lead Manager, the Market Maker and the Syndicate Member(s), if any;

"**Stock Exchange" / "BSE SME**" shall mean the SME Platform of the BSE Limited i.e. BSE SME;

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

(i) capitalized terms used herein that are not specifically defined herein shall have the meanings assigned to them in the Engagement Letter,

(ii) words denoting the singular number shall include the plural and vice versa;

(iii) heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;

(iv) references to the word "include" or "including" shall be construed without limitation;

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

(vi) any reference to any Party to this Issue Agreement or any agreement or deed or instrument shall include its successors or permitted assigns;

(vii) references to a "person" shall include any natural person, firm, general, limited or limited liability partnership, association, corporation, company, limited liability company, joint stock company, trust, joint venture, business trust or other entity or unincorporated organization;

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

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

(ix) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;

(x) any references to a section, paragraph, clause, schedule or annexure is, unless indicated to the contrary, a reference to a section, paragraph, clause, or Annexure of this Agreement;

(xi) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;

(xii) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; and

(xiii) references to "knowledge", "awareness" or similar expressions of a person regarding a matter shall mean the actual knowledge of such person after making due diligence inquiries and investigations which would be expected or required from a person of ordinary prudence, or if the context so requires, the actual knowledge of such person's directors, officers, partners, or trustees regarding such matter.

1.3 The Parties agree that entering into this Agreement or the Engagement Letter shall not create or deem to create any obligation, agreement or commitment, whether express or implied, on the Lead Manager or any of its Affiliates to purchase or place the Equity Shares to be issued pursuant to the Issue, or to enter into any underwriting agreement (the "**Underwriting Agreement**") in connection with the Issue or to provide any financing or underwriting to the Company and its Affiliates. For the avoidance of doubt, this Agreement is not intended to constitute, and should not be construed as, an agreement or commitment, directly or indirectly, among the Parties with respect to the placement, subscription, purchase or underwriting of any Equity Shares. In the event the Company and the Lead Manager enter into an Underwriting Agreement, such agreement shall, inter-alia, include customary representations and warranties, conditions as to closing of the Issue (including the provision of comfort letters, arrangement letters and legal opinions), lock-up from the Company, indemnity, contribution, termination and force majeure provisions, in form and substance satisfactory to the parties thereto.

2. FIXED PRICE ISSUE

2.1 The Company shall not, without the prior written approval of the Lead Manager, file the prospectus with Stock Exchange, the Registrar of Companies or any other authority whatsoever. For the purposes of this Agreement, the terms "**Draft Prospectus**" and "**Prospectus**" shall include the preliminary or final offering memorandum. Also, the terms "Draft Prospectus" and "Prospectus" shall include any amendments or supplements to any such prospectus or any notices, corrections, corrigenda or notices in connection therewith.

Nukleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

2.2 The Company, in consultation with the Lead Manager shall be responsible for deciding the final price of the Issue.

2.3 All allocations made pursuant to the Issue shall be in accordance with applicable guidelines, rules and regulations issued by the Stock Exchange, the Securities and Exchange Board of India ("**SEBI**") and any other laws, statutes and regulations applicable to the Issue and shall be undertaken by the Company in consultation with the Lead Manager.

2.4 The Company undertakes and agrees that it shall not access or have recourse to the money raised in the Issue until receipt of the final listing and trading approvals from the Stock Exchange, till which time such monies will be kept in a separate account in accordance with Applicable Law. Notwithstanding anything contained in this Agreement, the Company shall refund the money raised in the Issue, together with any interest on such money as required under Applicable Law, to the applicants, if required to do so for any reason, including due to the delay or failure to obtain listing or trading approvals or under any direction or order of the SEBI or any other Governmental Authority.

2.5 The Company shall take such steps, as expeditiously as possible, as are necessary to ensure the completion of listing and commencement of trading of the Equity Shares on the Stock Exchange within three Working Days of the Issue Closing Date, or any other time period prescribed under Applicable Law. The Company shall further take all necessary steps, in consultation with the Lead Manager, to ensure the completion of the allotment and/or transfer of the Equity Shares pursuant to the Issue and dispatch of the Allotment Advice promptly, including any revisions thereto, if required, and the unblocking of ASBA Accounts in any case not later than the time limit prescribed under Applicable Law, and in the event of failure to provide refunds within the time period prescribed under the Applicable Law, the Company shall be liable to pay interest as required under Applicable Law in the manner set out in Section 2.5.

2.6 Subject to Section 2.5 and 2.6, the Company agrees and undertakes that refunds to unsuccessful applicants or dispatch of Allotment Advice shall be made in accordance with the methods described in the Issue Documents.

2.7 The Company shall, before filing the Draft Prospectus, apply to receive authentication on the SEBI Complaints Redress System ("SCORES") and comply with the SEBI circular SEBI/HO/OIAE/IGRD/CIR/P/2023/156 dated September 20, 2023 in relation to redressal of investor grievances through SCORES. The Company shall set up an investor grievance redressal system to redress all Issue-related grievances to the satisfaction of the Lead Manager and in compliance with Applicable Law.

2.8 The Company has entered into an agreement with the National Securities Depository Limited and Central Depository Services (India) Limited, both, for dematerialization of the outstanding Equity Shares.

2.9 Prior to the filing of the Prospectus with the Registrar of Companies, the Company shall obtain in-principle approvals from the Stock Exchange for the listing and trading of the Equity Shares, which shall also be the Designated Stock Exchange. The Company shall apply for final listing and trading approvals within the period required under Applicable Law or at the request of the Lead Manager.

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

2.10 The Lead Manager shall have the right to withhold submission of any of the Issue Documents to the SEBI, the Registrar of Companies, the Stock Exchange or any other Governmental Authority in the event that any information requested by the Lead Manager which in the opinion of the Lead Manager is required for such submission is not made available, in a timely manner, by the Company, its Affiliates or Directors, or the information already provided to the Lead Manager is untrue, misleading or incomplete.

2.11 The rights, obligations, representations, warranties, covenants and undertakings and indemnities of each of the Parties (unless otherwise set out herein) under this Agreement shall be several and not joint.

3. REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS, SUPPLY OF INFORMATION AND DOCUMENTS BY THE COMPANY

The Company, as of the date of this Agreement, the date of the Draft Prospectus, the Prospectus, Allotment, Issue Opening Date, Issue Closing Date, and Listing of the Equity Shares, represents, warrants, covenants and undertakes to the Lead Manager the following:

3.1 The Company has been duly incorporated, registered and is validly existing as a company under Applicable Law, has the corporate power and authority to own or lease its respective movable and immovable properties and to conduct its respective business (including as described in the Issue Documents) and no steps have been taken or threatened or notice received, for its winding up, liquidation, initiation of proceedings, or appointment of an insolvency professional (including interim resolution professional or resolution professional in relation to any action initiated against the Company under the Insolvency and Bankruptcy Code, 2016 or receivership under the laws of India. The Company is, and immediately after the Issue Closing Date and immediately upon the consummation of the transactions contemplated in the Underwriting Agreement and the Issue Documents, will be, Solvent. As used herein, the term "Solvent" means, with respect to the Company, on a particular date, that on such date, (i) the fair market value of the assets is greater than the liabilities of the Company, (ii) the present fair saleable value of the assets of the Company is greater than the amount that will be required to pay the probable liabilities of the Company on its debt as they become absolute and mature, or (iii) the Company is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature. The Company has no subsidiary company, associate company, joint venture or any other ventures over which it exercises Control in terms of Applicable Law.

3.2 The Company has obtained and shall obtain all its authorizations, approvals and consents, which may be required under Applicable Law and / or under contractual arrangements by which it may be bound or to which any of its assets and properties may be subject, in relation to the Issue and has complied with, and shall comply with, such authorizations, approvals and consents, all applicable law and its constitutional documents and contractual arrangements by which it may be bound in relation to the Issue. The Company has the corporate power and has duly obtained all approvals for performance of its obligations under this Agreement, the Other Agreements and each of the Issue Documents (including, without limitation, written consents or waivers of lenders and any other third party having any pre-emptive rights) and has complied with, and shall comply with, the terms and conditions of such approvals. The Company has the corporate power and authority or capacity, to invite, offer, issue and allot

the Equity Shares pursuant to the Issue and there are no restrictions under Applicable Law or the Company's constitutional documents, or any agreement or instrument binding on the Company or to which any of its assets or properties are subject, on the invitation, offer, issue, and allotment by the Company of any of the Equity Shares pursuant to the Issue. The Company is eligible to undertake the Issue pursuant to the requirements of the Companies Act, SEBI ICDR Regulations and Applicable Law;

3.3 The Promoters are the only promoters of the Company under the Companies Act, 2013 and the SEBI ICDR Regulations, and are the only persons who are in Control of the Company. The Promoters, the Promoter Group, and the Group Companies have been accurately described without any omission and there is no other promoter or entity or person that is part of the promoter group, or group companies (each such term as defined under the SEBI ICDR Regulations) of the Company, other than the entities disclosed as the Promoters, the Promoter Group, or the Group Companies in the Draft Prospectus, or as will be disclosed in the Prospectus. Further, there are no companies or firms with which the Promoters have disassociated in the preceding three years;

3.4 The Company has obtained approval for the Issue pursuant to a board resolution dated February 01, 2024, and shareholders' resolution dated August 14, 2024 and has complied with and agrees to comply with all terms and conditions of such approvals;

3.5 This Agreement has been and the other agreements will be duly authorized, executed and delivered by the Company, and each is or will be a valid and legally binding instrument, enforceable against the Company, in accordance with its terms, and the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement and the Other Agreements does not and shall not conflict with, result in a breach or violation of, or imposition of any pre-emptive right, lien, negative lien, mortgage, charge, pledge, security interest, defects, claim, trust or any other encumbrance or transfer restriction, both present and future, any covenant, transaction, condition or arrangement, executed directly or indirectly, ("**Encumbrances**") on any property or assets of any of the Company, contravene any provision of Applicable Law or the constitutional documents of the Company or any agreement or other instrument binding on the Company or to which any of the assets or properties of the Company is subject, and no consent, approval, authorization or order of, or qualification with, any Governmental Authority or under any contractual arrangements by which the Company is bound, is required for the performance by the Company of its obligations under this Agreement or the Other Agreements, except such as have been obtained or shall be obtained prior to the completion of the Issue;

3.6 The Company shall ensure that each Group Company has uploaded on its respective website the financial information as required to be disclosed by it pursuant to the SEBI ICDR Regulations;

3.7 There shall be only one denomination for the Equity Shares, unless otherwise permitted by Applicable Law;

3.8 None of the Company, its Directors, its Promoters, members of the Promoter Group, and the companies with which any of the Promoters or Directors are associated as a promoter or director or person in Control are: (i) debarred or prohibited (including under any partial, interim, ad-interim prohibition or prohibition in any other form) from accessing the capital

markets or are restrained from buying, selling, or dealing in securities, in either case under any order or direction passed by the SEBI or any other Governmental Authority; or (ii) none of the Company, its Promoters, Directors and members of Promoter Group and companies with which Promoters and Directors are associated as promoter or directors are suspended from trading on the Stock Exchange including non-compliance with listing requirements as described in the SEBI General Order No. 1 of 2015 or are associated with any such companies. There have not been any violations of securities laws committed by the Company, its Promoters, members of the Promoter Group and Group Companies, and SEBI has not initiated any action or investigation against the Company, its Promoters, Directors, members of the Promoter Group and Group Company;

3.9 (i) Neither the Company, nor the Directors, Promoters, or Promoter Group, have been identified as 'wilful defaulters' or 'fraudulent borrowers' as defined under the SEBI ICDR Regulations, by the RBI or any other Governmental Authority, and (ii) none of the Promoters or Directors of the Company have been (a) identified as 'fugitive economic offenders', under section 12 of the Fugitive Economic Offenders Act, 2018; or (b) associated as director, promoter and persons in control with any company declared to be a vanishing company;

3.10 Neither the Company, nor any of the Company's Directors or Promoters or companies with which any of the Promoters or the Directors were associated as a promoter is / was on the "dissemination board" board established by the SEBI. The Company, Directors and the Promoters of the Company, are not and have not been a director or promoter of any company that is an exclusively listed company on a de-recognised, non-operational or exited stock exchange which has failed to provide these trading platform or exit to its shareholders within eighteen (18) months or such extended time as permitted by the SEBI, during the ten years preceding the date of filing of the Draft Prospectus. None of the Directors or the Promoters of the Company has been (a) a promoter or director of any company or is related to a promoter or director of any company, which has been compulsorily delisted in terms of Regulation 24 of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2009 or in terms of Regulation 34 of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2021 during the 10 years preceding the date of filing the Draft Prospectus with the Stock Exchange; or (b) a director or promoter of any company which has been identified as a shell company by the Ministry of Corporate Affairs, Government of India pursuant to its circular dated June 9, 2017 (bearing reference 03/73/2017-CL-II) and in respect of which no order of revocation has been subsequently passed by SEBI, the relevant stock exchange(s), the Ministry of Corporate Affairs or any other Governmental Authority;

3.11 The proceeds of the shall be utilized for the purposes and in the manner set out in the section titled *"Objects of the Issue"* in the Issue Documents. Any changes to such purposes of utilization of the proceeds of the Fresh Issue after the completion of the Issue shall only be carried out in accordance with the relevant provisions of the Companies Act and other Applicable Law and the Company and the Promoters shall be responsible for compliance with Applicable Law in respect of variation in the terms of utilization of the proceeds of the Issue disclosed in the Issue Documents;

3.12 The Draft Prospectus has been, and the Prospectus will be, each as on its respective dates, shall be, prepared in compliance with all Applicable Laws. Each of the Issue Documents as on their respective dates: (A) contains and shall contain information that is and shall be true, fair, correct, complete and adequate as required under Applicable Law to enable the investors to

make a well-informed decision with respect to an investment in the Issue; and (B) does not and shall not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading;

3.13 All of the issued, subscribed, paid-up and outstanding share capital of the Company, including the Equity Shares proposed to be issued and allotted in the Fresh Issue, have been duly authorized and validly issued under Applicable Law and are free and clear from all Encumbrances and fully paid-up in compliance with Applicable Law including the Companies Act, the foreign investment regulations in India and the Foreign Exchange Management Act, 1999 and rules and regulations thereunder, and conforms as to legal matters to the description contained in the Issue Documents, except as disclosed in the Draft Prospectus, and will be disclosed in the Prospectus. Further, the Company has made all necessary declarations and filings under Applicable Law in this regard. The Company does not have any partly paid-up shares;

3.14 The Company, the Promoters, and the Promoter Group are in compliance with the Companies (Significant Beneficial Owners) Rules, 2018, as amended, to the extent applicable;

3.15 Other than as disclosed in the Draft Prospectus under the section *"History and Certain Corporate Matters"*, the Company has not undertaken any material acquisitions or divestments of business/undertakings, mergers, amalgamation in the 10 years preceding the date of the Draft Prospectus. Other than as disclosed in the Draft Prospectus under the section *"History and Certain Corporate Matters"*, there are no (a) subsisting material contracts to which the Company is a party, other than in the ordinary course of business; (b) subsisting shareholders' agreement with respect to the shareholding of the Company (even if the Company is not party to such agreements but is aware of them), or (c) other agreements, deed of assignments, acquisition agreements, inter-se agreements, agreements of like nature other. Further, there are no inter-se agreements or arrangements and clauses or covenants which are material in nature and that there are no clauses or covenants which are adverse or pre-judicial to the interest of the minority or public shareholders. Further, no Shareholder is entitled to any special rights vis-à-vis the Company. Further, except as disclosed in the Draft Prospectus and as will be disclosed in the Prospectus, there have been no (i) time or cost overrun in setting up projects, and (ii) defaults or rescheduling or restructuring of borrowings with financial institutions or banks;

3.16 Except as disclosed in the Draft Prospectus, or as will be disclosed in the Prospectus, the operations of the Company are, and have been conducted, at all times, in compliance with Applicable Law, except where a failure to comply with Applicable Law would not result in Material Adverse Change;

3.17 The Company is not in default in the performance or observance of any obligation, agreement, covenant or condition contained in any agreement, indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which it is a party or by which it is bound or to which its properties or assets are subject, except where such default would not result in a Material Adverse Change or in violation of its constitutional documents. There has been no notice or communication, written or otherwise, issued by any lender or third party to the Company with respect to any default or violation of or acceleration of repayment or seeking enforcement of any security interest with respect to any indenture, mortgage, loan or

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

credit agreement, or any other agreement or instrument to which it is a party or by which it is bound or to which its properties or assets are subject except where such notice or communication would not result in a Material Adverse Change. The Company is not in violation of, or default under, and there has not been any event that has occurred that with the giving of notice or lapse of time or both may constitute a default in respect of any judgment, order or decree of any Government Authority except where such violation or default would not result in a Material Adverse Change;

3.18 Except as disclosed in the Draft Prospectus and as will be disclosed in the Prospectus, the Company has not since March 31, 2024 other than in the ordinary course of business: (i) entered into or assumed or agreed to enter into or assume any material contract or binding memorandum of understanding; (ii) incurred or agreed to incur any liability or other obligation, that would be material to the Company; or (iii) acquired or disposed of or agreed to acquire or dispose of any material business or any other asset that would be material to the Company;

3.19 All of the Equity Shares held by the Promoters and members of the Promoter Group is already in dematerialized form and shall continue to be in dematerialized form thereafter;

3.20 The terms of the SEBI (Framework for Rejection of Draft Offer Documents) Order, 2012 and the SEBI (Issuing Observations on Draft Offer Documents Pending Regulatory Actions) Order, 2020, are not applicable to the Issue or the Issue Documents;

3.21 The Company, its Directors or its Promoters shall not resort to any legal proceedings in respect of any matter having a bearing on the Issue, except after consultation with, and after approval from the Lead Manager, which shall not be unreasonably withheld. The Company and the Directors, upon becoming aware, shall keep the Lead Manager immediately informed in writing of the details of any legal proceedings they may initiate as set forth in this paragraph or may be required to defend in connection with any matter that may have a bearing, directly or indirectly, on the Issue;

3.22 Except where it does not result in a Material Adverse Change, there is no labour dispute, slow-down, work stoppages, disturbance or dispute with the Directors or employees of the Company or any of the sub-concessionaires exists or is threatened, and the Company is not aware, after due and careful inquiry, of any existing or threatened labor dispute by the employees of any of the principal suppliers, contractors or customers of the Company and no key management personnel and senior management personnel who has been named in the Draft Prospectus, has terminated or indicated or expressed to the Company, a desire to terminate his or her relationship with the Company. Further, the Company has no intention, and is not aware of any such intention to terminate the employment of any key management personnel and senior management personnel whose name appears in the Draft Prospectus;

3.23 In compliance with the SEBI ICDR Regulations, the Company has uploaded or will upload by the date of filing of the Draft Prospectus on its website the audited financial statements for the three years preceding the date of the Draft Prospectus of the Company (to the extent required under the SEBI ICDR Regulations);

3.24 Other than as disclosed in the Issue Documents, the Company has good and marketable title to all real property and land owned by it and in each case, free and clear of all Encumbrances. The Company has not received any written notice of any claim of any sort that has been

asserted by anyone adverse to its rights under any of the leases or subleases to which they are party, or affecting or questioning the rights of the Company to the continued possession of the leased / subleased premises under any such lease or sublease;

3.25 The restated financial statements of the Company, together with the related annexures and notes as of and for the financial years ended March 31, 2022, March 31, 2023 and March 31, 2024 ("**Restated Financial Information**") included in the Draft Prospectus (and to be included in the Prospectus): (i) have been derived from audited financial statements prepared in accordance with Indian Generally Accepted Accounting Principles ("GAAP") as at and for the financial years ended March, 31, 2022, 2023 and 2024 together with the annexures and notes thereto ("**Indian GAAP Financial Statements**"), prepared in accordance with Indian GAAP and restated in accordance with requirements of Section 26 of Part I of Chapter III of the Companies Act, the SEBI ICDR Regulations and the Guidance Note on "Reports in Company Prospectuses (Revised 2019)" issued by the ICAI and other Applicable Law, and (ii) present a true and fair view of the financial position of the Company as of and for the dates indicated therein and the statement of profit and loss and cash flows of the Company for the periods specified. The selected financial data and the summary financial information included in the Issue Documents present, truly and fairly, the information shown therein and have been derived from the Restated Financial Information. No acquisition or divestment has been made by the Company after March 31, 2024 due to which certain companies become or cease to be direct or indirect subsidiaries, joint ventures or associates of the Company and the financial statements of such acquired or divested entity is material to the financial statements of the Company. No proforma financial information or financial statements are required to be disclosed in the Draft Prospectus under ICDR Regulations and Applicable Laws. There are no qualifications, reservations, adverse remarks or matters of emphasis made in the audit reports on the Audited Financial Statements issued by the statutory auditor of the Company which have not been addressed. The statutory auditor has consented to the use of the examination report in connection with the Restated Financial Information and such consent is valid and subsisting on the date of the Draft Prospectus. There are no qualifications, reservations, adverse remarks or matters of emphasis made in the examination report on the Restated Financial Information issued by the statutory auditors of the Company;

3.26 The Company confirms that the financial statements of the Company included in the Draft Prospectus (and to be included in the Prospectus), together with the respective related notes, schedules and annexure thereto, are complete and correct in all respects and present fairly and truly, in all respects, the financial position of the Company as of the date shown and its results of operations and cash flows for the periods shown, and such financial statements have been prepared in accordance with Indian GAAP, applied on a consistent basis throughout the periods involved.

3.27 The Company undertakes to furnish and has furnished complete audited (and reviewed or unaudited, if required, including special purpose audits conducted) financial statements, Restated Financial Information along with the relevant statutory auditors' reports, certificates, annual reports and other relevant documents and papers to enable the Lead Manager to review all necessary information and statements given in the Issue Documents. The Restated Financial Information included or to be included in the Issue Documents has been examined and will be certified by auditors who (i) have been appointed in accordance with Applicable Law, and (ii) have provided a valid peer review certificate issued by the "Peer Review Board" of the ICAI;

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

3.28 Prior to the filing of the Prospectus with the RoC, the Company shall provide the Lead Manager with such selected unaudited financial information as may be mutually agreed (the "**Management Accounts**"), for the period commencing from the date of restated financial statements included in the Prospectus, and ending on the month which is prior to the month in which the Prospectus is filed with the RoC; provided, however, that if the date of filing of the Prospectus with the RoC occurs prior to the fifteenth day of such month, the Management Accounts shall only be provided for the period ending on the penultimate month prior to the filing of the Prospectus;

3.29 The Company shall obtain, in form and substance satisfactory to the Lead Manager, all assurances, certifications or confirmations from the Company's statutory auditors as required under Applicable Law or as required by the Lead Manager. The Company confirms that the Lead Manager can rely upon such assurances, certifications and confirmations issued by the Company's statutory auditors;

3.30 Except as expressly disclosed in the Draft Prospectus and as will be disclosed in the Prospectus, no material indebtedness and no material contract or arrangement (other than employment contracts or arrangements) is outstanding between the Company or any member of the Board of Directors or any shareholder of the Company;

3.31 Since March 31, 2024, there have been no developments that result or would result in the financial statements as presented in the Draft Prospectus not presenting fairly in all material respects the financial position of the Company, and there has not occurred any Material Adverse Change, other than as disclosed in the Draft Prospectus and/or as will be disclosed in the Prospectus;

3.32 The Company has complied with the corporate governance requirements of Applicable Law including those set out in the Listing Regulations and the Companies Act including with respect to constitution of the Board of Directors and the committees thereof. The Directors and Key Management Personnel of the Company, including the Key Management Personnel stated or to be stated in the Draft Prospectus and the Prospectus have been and will be appointed in compliance with Applicable Law;

3.33 The Company has obtained written consent or approval where required, for the use of information procured from third parties or the public domain and included or to be included in the Issue Documents and such information is based on or derived from sources that the Company believes to be reliable and accurate and such information has been, or shall be, accurately reproduced in the Issue Documents. The Company is not in breach of any agreement or obligation with respect to any third party's confidential or proprietary information in relation to the information included or to be included in the Issue Documents;

3.34 The Company has appointed and undertakes to have at all times, for the duration of this Agreement, a compliance officer, in relation to compliance with Applicable Law and who shall also attend to matters relating to investor complaints;

3.35 Neither the Company nor any of its Affiliates, the Directors, Promoters, Promoter Group or Key Managerial Personnel and Senior Management Personnel shall offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise, to

any person for making an application in the Issue, and shall not make any payment, whether direct or indirect, whether in the nature of discounts, commission, allowance or otherwise, to any person who makes an application in the Issue or (ii) take or shall take, directly or indirectly, any action designed, or that may be expected, to cause, or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Equity Shares, including any buy- back arrangements for the purchase of Equity Shares to be issued, offered and sold in the Issue;

3.36 Except as disclosed in the Draft Prospectus and as will be disclosed in the Prospectus, none of the Equity Shares held by the Promoters and the Promoter Group are under any Encumbrances, including pledge rights, liens, mortgages or charges. Any Encumbrance on Equity Shares held by the Promoters shall only be created in accordance with disclosure in the Issue Documents and the SEBI ICDR Regulations. All the Equity Shares held by the Promoters which shall be locked-in upon the completion of the Issue are eligible as of the date of the Draft Prospectus, for computation of promoters' contribution under Regulation 14 and Regulation 15 of the ICDR Regulations, and shall continue to be eligible for such contribution at the time of filing the Prospectus with the Registrar of Companies and upon the listing and trading of the Equity Shares in the Issue. The Company further agrees and undertakes that: (a) it will procure undertakings from the Promoters and members of the Promoter Group that they will not dispose, sell or transfer such Equity Shares during the period starting from the date of filing the Draft Prospectus until the date of Allotment, except as permitted under the SEBI ICDR Regulations and with prior written intimation to the Lead Manager; (b) in accordance with Regulation 54 of the SEBI ICDR Regulations, any transactions in securities (including the Equity Shares) by the Promoters and Promoter Group between the date of filing of the Draft Prospectus and the date of closure of the Issue shall be subject to prior intimation to the Lead Manager and shall also be reported to the Lead Manager immediately after the completion of such transaction and to the Stock Exchange, no later than 24 hours of such transaction; and (c) subject to the termination of this Agreement in accordance with Section 15 (*Term and Termination*), the Promoters will not sell or transfer their Equity Shares forming a part of the promoter's contribution during the period starting from the date of filing the Draft Prospectus until the date of Allotment;

3.37 The Company undertakes, and shall cause its Promoters, Promoter Group, Directors, Key Managerial Personnel and Senior Management Personnel, to, promptly upon request, unless required by any Governmental Authority or Stock Exchange to be provided within a specified time, furnish all Physical Documents which may have been reviewed and inspected by the Lead Manager or the legal counsel appointed in relation to the Issue as part of their due diligence exercise. For the purpose of this clause, "Physical Documents" shall mean all information, documents, certificates, reports and any other documents, which has been reviewed physically or digitally, but have not been made available to the Lead Manager as part the documents provided for their records;

3.38 The Company authorizes the Lead Manager to circulate the Issue Documents (other than the Draft Prospectus) to prospective investors in compliance with Applicable Law in any relevant jurisdiction;

3.39 The Company agrees that it shall pay the Lead Manager immediately but not later than 2 (two) working days of receiving an intimation from them, for any compensation and/or other amounts required to be paid by the Lead Manager or liabilities (including applicable taxes and

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

statutory charges, interest or penalty charged, if any) for delay or failure in unblocking of ASBA funds by SCSBs or non-performance of roles by the Registrar to the Issue and/or the SCSBs as set out in the SEBI circular no. circular no. (SEBI/HO/CFD/DIL2/CIR/P/2021./2480/1/M) dated March 16, 2021, circular no. (SEBI/HO/CFD/DIL1/CIR/P/2021/47) dated March 31, 2021, circular no. (SEBI/HO/CFD/DIL2/CIR/P/2019/76) dated June 2, 2021 and any subsequent circulars that may be issued by SEBI in this regard (collectively, "**SEBI Circulars**") and/or any other Applicable Law. The Lead Manager, upon being aware of any of such liabilities will intimate the Company;

3.40 The Company undertakes to sign, and cause each of the Directors and the chief financial officer of the Company to sign the Draft Prospectus to be filed with the SEBI and the Prospectus to be filed with the Registrar of Companies and thereafter filed with the SEBI and the Stock Exchange, as applicable. Such signatures will be construed by the Lead Manager and any Governmental Authority to mean that the Company agrees that:

(a) each of the Issue Documents is not misleading and is true, fair and adequate to enable prospective investors to make a well informed decision, and all opinions and intentions expressed in each of the Issue Documents are honestly held;

(b) each of the Issue Documents, as of the date on which it has been filed, does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; and

(c) the Lead Manager shall be entitled to assume without independent verification that each such signatory has been duly authorized by the Company to execute such undertakings, documents and statements, and that the Company is bound by such signatures and authentication.

3.41 In connection with the issuing of the Equity Shares, neither the Company, nor any of its Affiliates, nor any person acting on its or their behalf (other than the Lead Manager, as to whom no representation or warranty is made), has engaged or will engage in any "directed selling efforts" (as defined in Regulation S) with respect to the Equity Shares;

3.42 Neither the Company, nor any of its Affiliates, nor any person acting on its or their behalf (other than the Lead Manager or any of their Affiliates, as to whom no representation or warranty is made), has, directly or indirectly, sold nor will sell, made nor will make offers or sales, solicited nor will solicit offers to buy, or otherwise negotiated nor will negotiate, in respect of any "securities" (as defined in the U.S. Securities Act) of the Company which is or will be "integrated" (as that term is used in Rule 502 under the U.S. Securities Act) with the sale of the Equity Shares in a manner that would require registration of the Equity Shares under the U.S. Securities Act;

3.43 Neither the Company nor any of its Affiliates, nor any of its or their respective directors, officers, employees, agents, representatives, or any persons associated with or acting on any of their behalf:

(a) is, or is, directly or indirectly, owned or controlled by or 50% or more owned in the aggregate or is acting on behalf of, a Restricted Party;

Nukleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

(b) is located, organised or resident in a Sanctioned Country;

(c) has engaged in, is now engaged in, and will engage in, or has any plans to engage in any dealings, transactions, connections, or business operations with or for the benefit of any person, or in any country or territory, that at the time of such dealing or transaction is or was a Restricted Party in violation of Sanctions; or

(d) has received notice of or is aware of or has any reason to believe that it is or may become subject of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.

and the Company and its Affiliates have conducted their businesses in compliance with Sanctions and have instituted and maintained policies and procedures designed to ensure continued compliance therewith by the Company and its Affiliates and their respective employees, agents, and representatives. The Company neither knows nor has reason to believe that it, or any of its Affiliates is or may become the subject of Sanctions-related investigations or judicial proceedings;

3.44 If any event shall occur or condition exist as a result of which it is necessary to amend or supplement any Issue Document in order to make the statements therein, in the light of the circumstances, not misleading, or if, in the opinion of the Lead Manager, it is necessary to amend or supplement such Issue Document to comply with Applicable Law, the Company shall prepare and furnish, at its own expense, to the Lead Manager upon request, either amendments or supplements to such Issue Document so that the statements so amended or supplemented will not, in the light of the circumstances when delivered to a prospective purchaser, be misleading and that such Issue Document, as amended or supplemented, will comply with Applicable Law;

3.45 That Company undertakes and agrees that it shall make prompt, true and fair disclosure of all material developments which take place between the date of filing the Prospectus with the Registrar of Companies and the date of Allotment, relating to its business and securities, which may have a material effect on the Company or the Issue, by issuing public notices in all the newspapers in which the pre-Issue advertisement was made;

3.46 All the information, reports, statements, declarations, undertakings, clarifications, documents and certifications provided or authenticated by the Company, the Directors, Promoters, Promoter Group, Group Companies, or any of their respective directors, key managerial personnel, senior management personnel, employees or authorized signatories and their respective agents, advisors and representatives in connection with the Issue and/ or the Issue Documents shall be updated, authentic, true, fair, correct, reasonable, valid, accurate, complete, not misleading and without omission of any matter that is likely to mislead, and adequate to enable prospective investors to make a well informed decision;

3.47 The Lead Manager shall have the right to withhold submission of the Issue Documents to SEBI / the Registrar of Companies or the Stock Exchange in case any of the particulars, information called for is not made available to it by the Company. The Company agrees that until the commencement of trading of Equity Shares sold in the Offer on the Stock Exchange, they shall promptly (i) update the information provided by them to the Lead Manager and notify the

Lead Manager upon discovery that any information provided in the Issue Documents, maybe inaccurate, untrue, incomplete, or misleading or of any omission or failure to provide any information that could have a material effect and (ii) keep the Lead Manager informed promptly of material developments in the operations or business of the Company or of any of the entities in which it has a stake including its Affiliates, or of its promoter; promoter group companies and group entities that may have an impact on the Issue.

3.48 The Company shall furnish to the Lead Manager legal opinions and certificates, including all relevant advice received by the Company and its other professional advisers, in the form and substance satisfactory to the Lead Manager, on the date of each of the Issue Documents and Allotment;

3.49 The Company undertakes, and shall cause the Company's Affiliates, their respective directors, employees, key managerial personnel, senior management personnel, representatives, agents, consultants, experts, auditors, advisors, intermediaries and others to promptly furnish all information, documents, certificates, reports and particulars in relation to the Issue as may be required under Applicable Law by the Lead Manager or their Affiliates to (i) enable them to comply with any Applicable Law, including the filing, in a timely manner, of such documents, certificates, reports and particulars, including any post-Issue documents, certificates (including any due diligence certificate), reports or other information as may be required by the SEBI, the Stock Exchange, the Registrar of Companies and any other Governmental Authority in respect of the Issue; (ii) enable them to comply with any request or demand from any Governmental Authority prior to or after the date of the Issue of Equity Shares by the Company pursuant to Issue; or (iii) enable them to prepare, investigate or defend in any proceedings, action, claim or suit in relation to the Issue;

3.50 The Company shall keep the Lead Manager promptly informed, until the commencement of trading of Equity Shares Allotted in the Issue, if it encounters any difficulty due to disruption of communication systems or any other adverse circumstance which is likely to prevent or which has prevented compliance with its obligations, whether statutory or contractual, in respect of any matter relating to the Issue, including matters relating to Allotment, issuance of unblocking instructions to intermediaries from ASBA Accounts and dispatch of refund orders and dematerialized credits for the Equity Shares;

3.51 The Company accepts full responsibility for (i) the authenticity, correctness, validity and reasonableness of the information, reports, statements, declarations, undertakings, clarifications, documents and certifications provided or authenticated by any of the Company, its Directors, or their Affiliates, Group Companies, or key managerial personnel, or senior management personnel, or delivered to the Lead Manager in connection with the Issue, and (ii) the consequences, if any, of the Company, its Directors, Group Companies, or their respective Affiliates, or key managerial personnel, or senior management personnel making a misstatement, providing misleading information or withholding or concealing material facts relating to the respective Equity Shares being issued by it in the Issue and other information provided by the Company which may have a bearing, directly or indirectly, on the Issue. The Company expressly affirms that the Lead Manager and their respective Affiliates can rely on these statements, declarations, undertakings, clarifications, documents and certifications, and the Lead Manager and their respective Affiliates shall not be liable in any manner for the foregoing;

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

3.52 The Company has complied and will comply with each of the selling restrictions set forth in the Issue Documents;

3.53 In the event that the Company requests the Lead Manager to deliver any documents or information relating to the Issue, or delivery of any such documents or information is required by Applicable Law to be made, via electronic transmissions, the Company acknowledges and agrees that the privacy or integrity of electronic transmissions cannot be guaranteed. To the extent that any documents or information relating to the Issue are transmitted electronically by the Lead Manager, the Company releases, to the fullest extent permissible under Applicable Law, the Lead Manager and their respective Affiliates, and their respective directors, employees, agents, representatives and advisors, from any loss or liability that may be incurred whether in contract, tort or otherwise, in respect of any error or omission arising from, or in connection with, electronic communication of any information, or reliance thereon, by it or its Affiliates or their respective directors, employees, agents, representatives and advisors, and including any act or omission of any service providers, and any unauthorized interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties;

3.54 The Company confirms that all statements pertaining to the Promoters and Promoter Group, as appearing in the Draft Prospectus, or will appear in the Prospectus, (A) contain and shall contain information that is and shall be true, fair, correct, complete and adequate as required under Applicable Law to enable the investors to make a well-informed decision with respect to an investment in the Issue; and (B) do not and shall not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading;

3.55 There are no material complaints from present or past employees of the Company or whistle blower complaints involving the Company, the Promoter, the Directors, the Key Managerial Personnel or the Senior Management Personnel, and there are no findings in relation to thereto, which have been received by the Company and the Promoter, the Directors, the Key Managerial Personnel, the Senior Management Personnel.

3.56 The Company agrees that all representations, warranties, undertakings and covenants in this Agreement or the Fee Letters relating to or given by the Company: (i) on its behalf has been made by it after due consideration and inquiry, and (ii) on behalf of its Promoter, Promoter Group, Directors, Group Companies, and Affiliates, as applicable, have been made by them after due consideration and inquiry and are based on certifications received from such Promoter, Promoter Group, Directors, and Group Companies, as applicable. Further, no amendments, supplements, corrections, corrigenda or notices to the Draft Prospectus and Prospectus shall cure the breach of a representation or warranty made as of the date of the respective Draft Prospectus or Prospectus to which such amendment, supplement, correction, corrigendum or notice was made.

3.57 The Parties agree that entering into this Issue Agreement or the Engagement Letter shall not create any obligation, whether express or implied, on the Lead Manager to enter into any underwriting agreement with the Company in connection with the Issue or provide any financing to the Company.

Nuvens Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

4. ISSUE TERMS

(i) The Company, in consultation with the Lead Manager, shall decide the terms of the Issue and the Issue Opening Date and Issue Closing Date.

(ii) The Company shall not, without the prior approval of the Lead Manager, file any Issue Documents with SEBI, any Stock Exchange, the Registrar of Companies or any other authority whatsoever.

(iii) The Company hereby declares that:

(iv) It has obtained and will obtain all necessary approvals and consents (which may be required under law and/or under contractual arrangements by which it or any of the entities in which it has a stake which includes its subsidiaries, partnership firms and associate/group entities may be bound or to which its assets or the assets of any of its subsidiaries, partnership firms or associates/group entities may be subject to) in relation to the Issue and has complied with or agrees to comply with the terms and conditions of such approvals and all laws and regulations applicable to the Company, and the Issue, including without limitation, the Act, the Securities Contract (Regulations) Rules, 1957, the Securities and Exchange Board of India Act, 1992, the SEBI ICDR Regulations, SEBI (Prohibition of Insider Trading) Regulations, 1992, and other relevant statutes, circulars or communications issued by SEBI, guidelines, and any other statutory authority including the Reserve Bank of India and the Foreign Investment Promotion Board as may be applicable, to enable the Company to make the Issue, all applicable guidelines, instructions, rules and regulations issued by the Stock Exchange, including those issued by the Ministry of Finance, Government of India, Stock Exchange Division; and any rules and regulations in countries where the Issue is to be launched.

(v) It shall duly obtain the relevant certifications from appropriate persons concerning the Issue including statutory auditors of the Company;

(vi) In relation to certain information in the Issue Documents which have been procured from the public domain or third party sources, it has obtained the consent or approval from such concerned persons/ such consent and approval is not required and the Company has duly verified the same to the satisfaction of the Lead Manager.

(vii) Consent of the lenders and any other third party having pre-emptive rights in respect of the Equity Shares or the Issue have been duly obtained (to the extent applicable) and it has complied with or agrees to comply with the terms and conditions of such approvals;

(viii) The Equity Shares proposed to be Issued by the Company in the Issue are free and clear from any liens, charges or any other encumbrances, present or future; and

(ix) The Company has obtained approvals for the Issue through board resolution dated February 01, 2024 and a shareholders' resolution dated August 14, 2024.

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

(x) Except as disclosed in the Draft Issue document and Issue documents and except where it would not result in a Material Adverse Change: (i) the Company has all necessary licenses, consents, authorisations, approvals, orders, certificates and permits to own, lease, license, operate and use their properties and assets, to conduct its business as conducted; (ii) each such governmental licenses, consents, authorisations, approvals, orders, certificates and permits has been duly obtained by the Company, as applicable, and is held in the name of the Company, was validly Issued, is in full force and effect; and (iii) there are no proceedings pending, relating to the revocation, modification or non-renewal of any such license, consent, authorisation, approval, order, certificate or permit.

4.1 The Lead Manager hereby severally declare that they:

(i) have complied with or agree to comply with all laws and regulations relating to itself in connection with the Issue, including without limitation, the Act and the SEBI ICDR Regulations, as amended, and other relevant statutes, circulars or communications Issued by statutory authority as applicable; and

(ii) have and will until completion of the Issue possess on a valid basis all approvals required for them to assume the position of Lead Manager, as applicable to them, and to discharge their obligations in connection with the Issue.

4.2 The Company shall take such steps as are necessary to ensure the completion of allotment and dispatch of allotment advices, including CAN and refund orders to the applicants including NRIs, immediately after the basis of allotment has been approved by the Designated Stock Exchange where the Equity Shares of the Company are proposed to be listed, and in any case, not later than the applicable statutory time limit, and in the event of failure to do so, pay interest to the applicants as provided under the Act as amended or any statutory re-enactment thereof or any other applicable regulations.

4.3 The Company shall set up an Investor Grievance Redressal System to redress all Issue related grievances to the satisfaction of the Lead Manager.

4.4 The Company shall ensure that the underwriting commission, procurement commission, if any, and brokerage due to the ASBA Banks, Syndicate ASBA Banks, underwriters, sub-brokers / stock brokers and such other intermediaries as required under the SEBI ICDR Regulations in relation to the Issue shall be paid within the prescribed time as per the listing agreement with the Stock Exchange and applicable guidelines and regulations.

4.5 The Company shall not resort to any legal proceedings otherwise than against the Lead Manager for a breach of the terms of this Issue Agreement in respect of any matter having a bearing on the Issue, except in consultation with and after receiving written approval from the Lead Manager, which approval shall not be unreasonably withheld. The Company shall keep the Lead Manager immediately informed of details of any legal proceedings and all developments thereto, in respect of any matter that may have a bearing on the Issue.

4.6 The Company and their respective Affiliates shall not engage in any "general solicitation" or "general advertising" with respect to the Issue as those terms are defined in the U.S. Securities Act, as amended and the rules and regulations there under.

Nukleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

4.7 The Company shall not access the money raised in the Issue, until receipt of listing and trading approvals from the Stock Exchange. The Company shall refund the money raised in the Issue to the Applicants, Issue instructions for the release of Issue Amount blocked and earmarked in the bank accounts of the respective ASBA Applicants maintained with the SCSBs, if required to do so for any reason such as failing to get listing permission or under any direction or order of SEBI, the Stock Exchange, or the Registrar of Companies.

4.8 In the event the Company and the Lead Manager enter into an underwriting agreement, such agreement shall, inter alia, include customary representations and warranties, conditions as to closing of the Issue, indemnity, contribution, lock-in, termination, and force majeure provisions, provided that nothing contained in this Issue Agreement or Engagement Letter shall create, or be deemed to impose, any obligation, express or implied, to enter into an underwriting agreement or any commitment on the part of the Lead Manager to provide financing or underwrite the Issue.

4.9 The Issue shall be conditional, *inter alia*, upon the following:

(i) Any change in the type of securities proposed to be Issued in the Issue will be made only with the prior written consent of the Lead Manager;

(ii) Existence of market conditions before launch that, in the opinion of all of the Lead Manager are satisfactory for launch of the Issue;

(iii) Absence of, any material adverse change or prospective material adverse change in the condition, business, results, operations or prospects of any of the Company or any entity in which it has a stake which includes its Affiliates, whether or not arising from transactions in the ordinary course of business that are described in the Issue Documents;

(iv) The completion of due diligence to the satisfaction of the Lead Manager in their sole discretion as is customary in offering of the kind contemplated herein and in order to enable the Lead Manager to file the due diligence certificate;

(v) Finalization of the terms and conditions of the Issue, including without limitation, Issue price and size of the Issue, to the satisfaction of the Lead Manager;

(vi) Approval by the Lead Manager of any changes to the terms and conditions of the Issue from those set forth in the Issue Documents;

(vii) Completion of all applicable regulatory requirements (including receipt of all necessary approvals and authorizations) and receipt of and compliance with all consents under applicable contracts as the case may be, compliance with all applicable laws, regulations and guidelines (including those governing the Issue) and disclosure in the Issue Documents, to the satisfaction of the Lead Manager;

(viii) Execution of certifications, (including from the statutory auditors of the Company) undertakings, customary agreements for the Issue, including, without limitation, the underwriting agreement(s) between the Company and the underwriters and/or the

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

syndicate members to the Issue, satisfactory in form and substance to the Lead Manager;

(ix) The benefit of a "clear market" to the Lead Manager prior to the Issue, and in connection therewith, no debt, equity or hybrid Issuing of any type will be undertaken by the Company without prior consultation with Lead Manager;

(x) the Company not breaching any terms of this Agreement or the Engagement Letter; and

(xi) The absence of any of the events as set out in Clause 17.8 of this Issue Agreement;

5 SUPPLY OF INFORMATION AND DOCUMENTS

5.1 The Company undertakes and declares that it shall disclose and furnish to the Lead Manager all relevant and/or material information relating to its business, operations, financial condition and financial results, any pending, potential or threatened litigation, complaints or investigations in relation to the Company, its subsidiaries, its joint ventures, partnership, firms, its promoters, its promoter group, group entities and Affiliates; land or interests in the lands (held directly or indirectly or through its Affiliates or group entities) as disclosed in the Issue Documents; any of its projects (including completed, ongoing, forthcoming or such other projects) as disclosed in the Issue Documents, until commencement of trading in the Equity Shares on the Stock Exchange, whether or not it is material and whether or not they affect the operations and/or finances of the Company and shall furnish relevant documents, papers, information in relation to the items specified above to enable the Lead Manager to diligence the information and statements in the Issue Documents.

5.2 The Company undertakes to furnish such relevant information and particulars for the purpose of the Issue as may be required by the Lead Manager to enable them to cause filing of such reports in time as may be required by SEBI and/or other regulatory bodies, to enable the Lead Manager to file the due diligence certificates as may be required under the SEBI ICDR Regulations.

5.3 The Company shall, if so required, extend such facilities as may be called for by the Lead Manager to enable them to visit the project site, office of the Company or such other places to ascertain for themselves the state of affairs of the Company including the progress made in respect of the project implementation, status and/or any other facts relevant to the Issue.

5.4 The Company further undertakes to provide the investors such information and particulars in relation to the Issue as to enable investors to make an informed decision as to their investment and as may be required and advised by the Lead Manager.

5.5 The Company shall extend all necessary facilities to the Lead Manager to interact on any matter relevant to the Issue with the solicitors/legal advisors, architects, auditors, consultants, advisors to the Issue, legal advisors to the land title, the financial institutions, banks or any other organization, and also with any other intermediaries including the Registrars to the Issue who may be associated with the Issue in any capacity whatsoever.

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

5.6 The Company undertakes to provide the Lead Manager with all information and documents, including all information and documentation required to enable the Lead Manager file their due diligence certificate with Stock Exchange and / or SEBI. The Company undertakes to prepare the Issue Documents in compliance with:

5.6.1 The legal requirements connected with the Issue;

5.6.2 The SEBI ICDR Regulations, instructions or other regulations Issued by SEBI, the Government of India and any other competent authority in this behalf;

5.6.3 Customary disclosure norms that enable the investors to make an informed decision with respect to an investment in the Issue; and

5.6.4 All other applicable laws and contractual obligations.

5.7 The Company declares that any information made available or to be made available to the Lead Manager or any statement made in the Issue Documents will be complete and updated in all material respects until the commencement of trading of Equity Shares allotted in the Issue on the Stock Exchange and will be true and correct without any material omission and that under no circumstances will the Company give any information or statement which is likely to mislead the Lead Manager, any regulatory authorities and/or investors.

5.8 The Company shall be solely responsible for the authenticity, correctness, validity and reasonableness of the information, reports, statements, declarations, undertakings, clarifications, documents, certifications in the Issue Documents. The Lead Manager shall not be liable in any manner for the foregoing, except to the extent of the information provided by and in relation to the Lead Manager for inclusion in the Issue Documents, it being understood and agreed that the only such information provided by and in relation to the Lead Manager is the name and contact details of the Lead Manager.

5.9 The Lead Manager shall have the right to withhold submission of the Issue Documents to SEBI / the Registrar of Companies or the Stock Exchange in case any of the particulars, information called for is not made available to it by the Company. The Company agrees that until the commencement of trading of Equity Shares sold in the Issue on the Stock Exchange, they shall promptly (i) update the information provided by them to the Lead Manager and notify the Lead Manager upon discovery that any information provided in the Issue Documents, maybe inaccurate, untrue, incomplete, or misleading or of any omission or failure to provide any information that could have a material effect and (ii) keep the Lead Manager informed promptly of material developments in the operations or business of the Company or of any of the entities in which it has a stake including its Affiliates, or of its promoter; promoter group companies and group entities that may have an impact on the Issue.

5.10 The Company accepts full responsibility for consequences, if any, of making a false statement, providing misleading information or withholding or concealing material facts which have a bearing on the Issue.

5.11 The Company undertakes to furnish complete audited financial statements, other relevant documents, papers, information relating to pending litigation, etc in relation to the Company or to any of the entities in which is has a stake including its Affiliates to enable the Lead

Manager to corroborate all information and statements given in the Issue Documents. Additionally, the Lead Manager shall have the right to call for any reports, documents or information necessary from the Company, to enable them to verify that the statements made in the Issue Documents are true and correct and not misleading, and do not contain any omissions required to make them true and correct and not misleading.

5.12 The Company shall furnish such relevant information and particulars regarding the Issue as may be required by the Lead Manager to enable them to cause filing of such post-Issue reports as may be required by SEBI. The Lead Manager shall have the right to request for any necessary reports, documents, papers or information from the Company to enable the Lead Manager to file such report as specified in this Clause 4.12 with SEBI.

5.13 The Company shall keep the Lead Manager informed, if it encounters any difficulty due to dislocation of communication systems or any other adverse circumstance which is likely to prevent or which has prevented compliance with its obligations, whether statutory or contractual, in respect of any matter pertaining to the Issue, including matters pertaining to allotment and dispatch of refund orders, and/or demat credits for the Equity Shares. The Company shall update the information provided to the Lead Manager and duly communicate to the Lead Manager, any change or material development in the Company or any of the entities in which it has a stake including its Affiliates or any of the directors of the Company or Affiliates that could have an impact on the ability of the Company to undertake the Issue.

5.14 The Company undertake to sign, and cause each of the directors of the Company or a director duly authorized by the directors of the Company, to sign, the Issue Documents to be filed with SEBI, the Registrar of Companies and/or the Stock Exchange and such signature will be construed by the Company and the Lead Manager and any statutory authority to mean that the Company agrees that:

5.14.1 Each of the Issue Documents gives a fair, true and accurate description of the Company and the Equity Shares being Issued in the Issue; and

5.14.2 The Issue Documents including the Application Form and CAN as of the date on which it has been filed does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. This signing off also means that no relevant material information has been omitted from the Issue Documents.

5.15 The Company authorizes the Lead Manager to Issue and circulate the Prospectus to prospective investors and also agrees that such issuance and circulation will be made in accordance with applicable laws.

5.16 The Company acknowledges and agrees that all information, documents and statements required for any purpose related to the Issue and the Issue Documents will be signed/authenticated by their authorised signatories and that the Lead Manager shall be entitled to assume without independent verification that each such signatory is duly authorized by the Company to execute such undertakings, documents and statements, and that the Company shall be bound by such signatures and authentications.

Nukleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

5.17 The Company agrees that the Lead Manager shall at all times and as they deem appropriate, have access to the directors of the Company, and its Affiliates, subject to reasonable notice, and other key personnel of the Company and its Affiliates and, with prior approval, the external advisors thereof.

5.18 If the Company requests the Lead Manager to deliver documents or information relating to the Issue via electronic transmissions or delivery of such documents or any information is required by law or regulation to be made via electronic transmissions, the Company acknowledges and agrees that the privacy or integrity of electronic transmissions cannot be guaranteed. To the extent that any documents or information relating to the Issue are transmitted electronically by the Lead Manager, the Company hereby releases the Lead Manager from any loss or liability that may be incurred in connection with the electronic transmission of any such documents or information, including any unauthorized interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties provided the same has not occurred by reason willful misconduct or gross negligence of the Lead Manager and/or the Company, as the case may be.

5.19 The Company undertakes that the execution and delivery by the Company of, and the performance by the Company of its obligations under each of the Draft Issue document and Issue documents did not, and will not, result in a breach or violation or constitute a default under (i) any provision of applicable law or the articles of association of the Company; (ii) agreement, obligation, condition, covenant or other instrument binding upon the Company; or (iii) any judgment, order or decree of any governmental or regulatory body, agency or court having jurisdiction over the Company. No consent, approval, authorisation, filing or order of, or qualification with, any governmental or regulatory body, agency or court is required for the performance by the Company of any of its obligations under, or for the consummation of the transactions contemplated by, each of the Draft Issue document and Issue documents, this Agreement or in relation to the issuance of Equity Shares, except such as may be required by the SEBI, RoC and the Stock Exchange in connection with the Issue and except such as have been obtained and are in full force and effect.

5.20 The Company confirms that there has not occurred any Material Adverse Change, in the condition, financial or otherwise, or in the business, management, assets or prospects of the Company, from that set forth in the Issue Documents.

5.21 There have been no additional transactions entered into by the Company, which, in its opinion, are material with respect to those set forth in Issue Documents.

5.22 The Company confirms that is not (i) in violation of its articles of association, (ii) except as described in Draft Issue document and Issue documents, in default (and there has not been any event that has occurred that with the giving of notice or lapse of time or both would constitute a default) in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company is a party or by which it may be bound, or to which any of the property or assets of the Company is subject, or (iii) in violation or default (and there has not been any event that has occurred that with the giving of notice or lapse of time or both would constitute a default) of any Law, judgement, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company.

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

5.23 The Company confirms that it owns or possess, or can acquire on reasonable terms, all material patents, patent rights, licenses, inventions, copyrights, know how (including trade secrets and other unpatented and/ or un-patentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the business now operated by them, and the Company has not received any notice of infringement of, or conflict with, asserted rights of others with respect to any of the foregoing, except as disclosed in the Draft Prospectus and Prospectus, which would result in an unfavourable decision, ruling or finding, against the Company which would result in a Material Adverse Change.

5.24 The Company confirms that all transactions and loans, liability or obligation between the Company on the one hand and (i) entities that Control or are Controlled by, or are under common Control with, the Company, (ii) entities over which the Company has a significant influence or which has a significant influence over the Company, (iii) persons owning an interest in the voting power of the Company that gives them significant influence over the Company, (iv) management personnel having authority and responsibility for planning, directing and Controlling the activities of the Company (including relatives of such management personnel, directors and senior management of the Company) and (v) entities in which a substantial interest in the voting power is owned, directly or indirectly, by any person described in (iii) or (iv) or over which such a person is able to exercise significant influence (including entities owned by directors or major shareholders of the Company and entities that have a member of key management personnel in common with the Company) on the other hand(a) have been and are, or will be, as the case may be, fair and on terms that are no less favourable to the Company than those that would have been obtained in a comparable transaction by the Company with an unrelated person and (b) are, or will be, adequately disclosed in all material respects in the Draft Issue document and Issue documents and (c) are, or will be, as the case may be, to the Company's knowledge, legally binding obligations of and fully enforceable against the persons enumerated in (i) to (v) above.

5.25 The Company confirms that the financial statements of the Company included in the Draft Prospectus and Prospectus, together with the respective related notes, schedules and annexure thereto, are complete and correct in all respects and present fairly and truly, in all respects, the financial position of the Company as of the date shown and its results of operations and cash flows for the periods shown, and such financial statements have been prepared in accordance with Indian GAAP, applied on a consistent basis throughout the periods involved.

5.26 The Company confirms that the auditors including peer reviewed Auditor appointed and who have certified or reviewed the financial statements of the Company are independent chartered accountants within the rules of the code of professional ethics of the Institute of Chartered Accountants in India, as applicable. The selected financial data and the summary financial information of the Company included in the Draft Issue document and Issue documents have been derived from such financial statements.

5.27 The Company confirms that the financial statements of the Company included in the Draft Prospectus and Prospectus, to the extent required, have been prepared in accordance with and in conformity with Indian GAAP, the Companies Act, the applicable provisions of the SEBI ICDR Regulations and any other applicable regulations.

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

5.28 The Company confirms that the operations of the Issuer are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements and applicable anti-money laundering statutes of jurisdictions where the Issuer conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body, or any arbitrator involving the Issuer with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Issuer, threatened.

5.29 The Issuer represents and undertakes that neither (a) the Issuer and its Promoters, directors and Affiliates, nor (b) the companies with which any of the Affiliates, Promoters and directors of the Company are or were associated as a promoter, director or person in control, are debarred or prohibited from accessing the capital markets under any order or direction passed by the SEBI or any other regulatory or administrative authority or agency or have proceedings alleging violations of securities laws initiated or pending against them by such authorities or agencies.

5.30 The Company agrees that all representations, warranties, undertakings and covenants in this Issue Agreement or the Engagement Letter relating to or given by Company on its behalf or on behalf of its directors, promoters or Affiliates have been made by the Company, as the case may be, after due consideration and inquiry, and that the Lead Manager may seek recourse from the Company, as the case may be, for any breach of any representations, warranties, undertakings or covenants.

5.31 The Company undertakes to appoint a compliance officer in relation to compliance with various laws, rules and regulations and other directives issued by SEBI from time to time, as applicable, and shall also attend to matters relating to investor complaints.

6 INDEPENDENT VERIFICATION BY THE LEAD MANAGER

The Company shall extend such facilities as may be requested by the Lead Manager to enable their representatives to visit the offices of the Company and other relevant entities (including its Affiliates) or such other place(s) to conduct due diligence, including the review of relevant documents, to understand the progress made in respect of any facts relevant to the Issue. If, in the opinion of the Lead Manager, the verification or diligence of any of the aforesaid matters requires hiring of services of technical, legal or other experts in a specialized field, the Company will permit access to such independent agency hired by the Lead Manager, with the approval of the Company (where such approval shall not be unreasonably withheld), to all relevant and material facts on record of the Company, as may be required.

The expenses incurred in relation to any fees, comfort letter, report, opinion or other documents of similar nature obtained from any such person specified in this Clause 6 shall be borne entirely by the Company.

7 APPOINTMENT OF INTERMEDIARIES





7.1 The Company shall not without the prior consent of the Lead Manager appoint other intermediaries (except Self Certified Syndicate Banks) or other persons, such as Registrars to the Issue, Bankers to the Issue, Brokers to the Issue, Refund Bankers, Advertising Agencies and Printers for printing the Issue Documents and application forms, allotment advices, refund orders or any other instruments, circulars, or advices.

7.2 The Parties agree that any intermediary who is appointed shall have to be necessarily registered with SEBI under the applicable SEBI ICDR Regulations, and such other applicable rules and regulations. The Parties acknowledge that any such intermediary, being an independent entity shall be fully and solely responsible for the performance of its duties and obligations. Whenever required, the Company shall enter into an agreement with the concerned intermediary associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified copy of such executed agreement shall be furnished to the Lead Manager.

7.3 All costs and expenses relating to the Issue including listing fees, and expenses paid to any intermediaries as referred to in Clause 7.1 above shall be paid by the Company as disclosed in the Issue Documents, as required by law and as per the appointment or engagement letter or memorandum of understanding of such intermediaries.

7.4 The Lead Manager shall not be responsible directly or indirectly for any action or inaction of any intermediary. The Lead Manager shall, to the extent required by law or any agreements to which they are each a party, be responsible for co-ordination of all the activities amongst various intermediaries connected in the Issue.

8 PUBLICITY FOR THE ISSUE

8.1 The Company agrees that it will not during the period from the date hereof and such period after the date of the Prospectus, as may be required by the SEBI ICDR Regulations indulge in any publicity activities prohibited under the SEBI ICDR Regulations and shall at all times comply with research and publicity restrictions memorandum as circulated by the international and domestic legal counsel to the Company and shall ensure that their employees are aware of and comply with such guidelines. The Company also agrees that it will not indulge in publicity activities in any other jurisdiction in which the Equity Shares under the Issue are being Issued, during the period in which it is prohibited under each the laws of such jurisdiction.

8.2 The Company shall obtain prior approval of the Lead Manager in respect of all Issue advertisements, publicity material or any other media communications in connection with the Issue and shall make available to them copies of all such Issue related material, and shall ensure that the foregoing comply with all applicable regulations and guidelines including SEBI ICDR Regulations and any applicable international regulations or guidelines. The Company shall not make any statement, or release any material or other information, which is not contained in the Issue Documents, in any advertisements or at any press, brokers, or investors conferences.

8.3 The Company agrees that the Lead Manager may, at their own expense, place advertisements in newspapers and other external publications describing their involvement in the Issue and the services rendered by them, and may use the Company's corporate name, brand and logo

Nucleus Office Solutions Limited DELHI
Sundae Capital Advisors Private Limited

in this regard. The Lead Manager agree that such advertisements shall be issued only after the closure of the Issue.

8.4 The Company shall not Issue, release and / or arrange to have Issued directly or through any other entity, any advertisements, literature, publication, circular, letter, brochure or pamphlets or circulate the same in any other manner in relation to the Issue.

9 DUTIES OF THE LEAD MANAGER

9.1 The Lead Manager hereby undertake to observe the Code of Conduct for Merchant Bankers as stipulated in the SEBI (Merchant Bankers) Regulations, 1992, as amended, taking due diligence and care in discharging their obligations relating to the Issue and to manage the Issue process in accordance with the SEBI ICDR Regulations.

9.2 The services rendered by the Lead Manager shall be performed in a professional manner and in an advisory capacity. The Lead Manager shall not be held responsible for any acts of commission or omission of the Company, other intermediaries or their Affiliates, respective directors, officers, agents, employees or other authorised persons. The Lead Manager shall each act as an independent contractor and any duties arising herein or in terms of the Engagement Letter shall be owed only to the Company.

9.3 The duties and responsibilities of the Lead Manager under this Issue Agreement shall not include general financial or strategic advice, and shall be limited to those expressly set out in this Issue Agreement or the Engagement Letter, and in particular shall not include providing services as bankers or registrars. No tax, legal, regulatory, accounting or technical or specialist advice is being given by the Lead Manager.

9.4 Lead Manager is providing services pursuant to this Issue Agreement on a several basis and independent of any other underwriter or syndicate member or any other intermediary in connection with the Issue. Accordingly, the Company acknowledge and agree that the Lead Manager will be liable to the Company only for its own acts and omissions but not for acts and omissions of any other intermediaries.

9.5 The Company acknowledge and agree that (i) in connection with the Issue, and the process leading to such transaction, the Lead Manager shall act solely as a principal and not as the agent or the fiduciary of the Company or its respective shareholders, creditors, employees or any other party; and (ii) the Lead Manager have not assumed nor will the Lead Manager assume a fiduciary responsibility in favour of the Company with respect to the Issue or the process leading thereto (irrespective of whether the Lead Manager have advised or are currently advising the Company on other matters) and the Lead Manager do not have any obligation to the Company with respect to the prospective Issue contemplated hereby except the obligations expressly set forth herein.

9.6 The Company understand and agree that the Lead Manager and/or their Affiliates may be engaged in providing investment banking and financial advisory services. In the ordinary course of its business, the Lead Manager or their Affiliates may at any time hold long or short positions and may trade or otherwise effect transaction for its own account or account of customers in debt or equity securities or senior loans of any company that may be involved in the Issue. The Company hereby acknowledge and agree that, by reason of law or duties of

confidentiality owed to other persons, or the rules of any regulatory authority, the Affiliates of the Lead Manager will be prohibited from disclosing information to the Company (or if such disclosure may be inappropriate), in particular information as to the Lead Manager's possible interests as described in this Clause 9.6.

This Issue Agreement is not intended to constitute, and should not be construed as a commitment between the Company and the Lead Manager with respect to underwriting or purchasing the Equity Shares in the Issue and Lead Manager and the Company may, in each of their sole judgment and discretion, determine at any time not to proceed with the Issue.

10 CONFIDENTIALITY

10.1 The Lead Manager agree that all information shared with them shall be kept confidential, from the date hereof till end of period of 3 months from the completion of the Issue or termination of this Issue Agreement, provided that nothing herein shall prevent the Lead Manager from disclosing any such information:

10.1.1 To purchasers or prospective purchasers of the Equity Shares in connection with the Issue, in accordance with the applicable laws;

10.1.2 Pursuant to any law, rule, regulation or the order of any court or administrative agency or in any pending legal or administrative proceeding;

10.1.3 Upon the request or demand of any regulatory authority having jurisdiction over the Lead Manager or any of its Affiliates; or

10.1.4 To the extent that such information was or becomes publicly available other than by reason of disclosure by the Lead Manager in violation of this Issue Agreement or was or becomes available to the Lead Manager or its Affiliates from a source which is not known by the Lead Manager to be subject to a confidentiality obligation to the Company;

10.1.5 To its Affiliates, including any research analysts, its and their respective employees, legal counsel, independent auditors and other experts or agents who need to know such information for and in connection with the Issue;

10.1.6 To any information made public with the prior consent of the Company;

10.1.7 To any information which, prior to its disclosure in connection with this Issue was already lawfully in the possession of the Lead Manager;

10.1.8 To any information which is required to be disclosed in the Issue documents or in connection with the Issue, including at investor presentations and in advertisements pertaining to the Issue;

10.1.9

10.1.10 To any information, which is or comes into public domain without any default on the part of the Lead Manager or comes into the possession of Lead Manager other than in breach of any confidentiality obligation of which they are aware; or

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

10.1.11 To defend or protect a claim in connection with any litigation/potential litigation arising from or otherwise involving the Issue to which the Lead Manager become a party; or

10.1.12 To the extent that Lead Manager in their discretion reasonably deem appropriate to disclose the same with respect to any proceeding for the protection or enforcement of any of their respective rights arising out of this Issue Agreement.

10.2 The term "**Confidential Information**" shall not include any information that is stated in the Issue Documents, which may have been filed with relevant regulatory authorities excluding any filings where the documents are treated in a confidential manner, or to any information in the opinion of the Lead Manager, is necessary to make the statements therein not misleading, upon the delivery to prospective investors or the public filing of such Issue Documents.

10.3 Any advice or opinions provided by the Lead Manager under or pursuant to this Issue shall not be disclosed or referred to publicly or to any third party except in accordance with the prior written consent from the Lead Manager except where such information is required by law or in connection with disputes between the Parties or if required by a court of law or any other regulatory authority. Subject to this Clause 9.3, the Parties agree to keep confidential the terms specified under the Engagement Letter and agree that no public announcement or communication relating to the subject matter of this Issue Agreement or the Engagement Letter shall be Issued or dispatched without the prior consent of the parties to this Issue Agreement.

10.4 All correspondence, records, work products and other papers supplied or prepared by the Lead Manager or its Affiliates in relation to this engagement held on disk or in any other media (including, without limitation, financial models) shall be the sole property of the Lead Manager. Copies of the product of financial models prepared by the Lead Manager shall only be released to the Company in hard copy.

10.5 Neither the Lead Manager nor their respective Affiliates shall have any liability, whether in contract, tort (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information and reliance by the Company on such information and including (but not limited to) the acts or omissions of relevant service providers. Such exclusions of liability shall not, however, apply in the event of such acts, omissions or misrepresentations to the extent that they are in any case criminal, dishonest or fraudulent on the part of that person.

10.6 Neither the Company nor its Affiliates shall have any liability, whether in contract, tort (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information and reliance by the Lead Manager on such information and including (but not limited to) the acts or omissions of relevant service providers. Such exclusions of liability shall not, however, apply in the event of such acts, omissions or misrepresentations to the extent that they are in any case criminal, dishonest or fraudulent on the part of that person or result in the statements made in the Issue Documents being untrue or incorrect.

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

11 CONSEQUENCES OF BREACH

11.1 In the event of breach of any of the terms of this Issue Agreement, the non defaulting Parties shall, without prejudice to the compensation payable to them in terms of the Issue Agreement, have the absolute right to take such action as they may deem fit including but not limited to withdrawing from the Issue. The defaulting Party shall have the right to cure any such breach within a period of ten (10) days of the earlier of:

(i) becoming aware of the breach; and

(ii) being notified of the breach by the non-defaulting Parties. In the event that the breach is not cured within the aforesaid period, the defaulting Party shall be liable for the consequences if any, resulting from such termination and withdrawal.

11.2 Notwithstanding Clause 11.1 above, in the event that the Company fails to comply with any of the provisions of this Issue Agreement, the Lead Manager shall have the right to immediately withdraw from the Issue either temporarily or permanently, without prejudice to the compensation payable to them in accordance with the terms of this Issue Agreement.

11.3 The Lead Manager shall not be liable to refund the monies paid to it for reimbursement of out-of-pocket expenses, if breach is caused due to acts of the Company. If the breach is caused due to gross negligence, willful default, willful misconduct or fraud of the Lead Manager, the Company shall not be liable to pay any fees or reimbursement of out-of-pocket expenses to the Lead Manager.

12 ARBITRATION

12.1 In the event a dispute arises out of or in relation to or in connection with the interpretation or implementation of this Issue Agreement (including the Engagement Letter), between any of the Parties to the dispute ("Disputing Parties") shall attempt in the first instance to resolve such dispute through friendly consultations between the Disputing Parties. If the dispute is not resolved through friendly consultations within seven (7) Business Days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing) then either of the Disputing Parties may by notice in writing to each other, refer the dispute for resolution by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 and any amendments thereto.

12.2 Any reference made to the Arbitration Tribunal under this Issue Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by Parties under the Issue Agreement and the Engagement Letter.

12.3 The arbitration shall be conducted as follows:

12.3.1 All claims, disputes and differences between the Parties arising out of or in connection with this Issue Agreement shall be referred to or submitted for arbitration in Mumbai and shall be governed by the laws of India;

12.3.2 The arbitration shall be conducted by a panel consisting of three arbitrators, one to be appointed by the Lead Manager and one by Company. The third arbitrator would

be appointed by the aforesaid two arbitrators appointed by the Company and the Lead Manager respectively and the arbitrator so appointed shall have relevant expertise in the area of securities and commercial laws;

12.3.3 All proceedings shall be conducted in the English language;

12.3.4 The arbitrator shall have the power to award interest on any sums awarded;

12.3.5 Notwithstanding the power of the arbitrator to grant interim relief, the Disputing Parties shall have the power to seek appropriate interim relief from the courts of India;

12.3.6 The arbitration award shall state the reasons on which it was based and shall be final and binding on the Disputing Parties and the Disputing Parties agree to be bound thereby and to act accordingly;

12.3.7 The arbitrator may award to a Disputing Party that substantially prevails on the merits, its costs and actual expenses (including actual fees of its counsel); and

12.3.8 The Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Issue Agreement.

12.3.9 Any reference made to the arbitration tribunal under this Issue Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by Parties under the Issue Agreement and the Engagement Letter.

12.4 The courts of New Delhi shall have jurisdiction only in so far as is necessary for the purpose of enforcement of any arbitral award obtained in accordance with the provisions hereof.

13 SEVERABILITY

If any provision or any portion of a provision of this Issue Agreement or the Engagement Letter is or becomes invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the Issue Agreement or the Engagement Letter, but rather will be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligation of the Parties hereto will be construed and enforced accordingly. The Parties hereto will use best reasonable efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties hereto the benefits of the invalid or unenforceable provision.

14 GOVERNING LAW

This Issue Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, will be governed by and construed in accordance with the laws of India and subject to Clause 11 above.

15 BINDING EFFECT, ENTIRE UNDERSTANDING

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

15.1 These terms and conditions will be binding on and inure to the benefit of the Parties hereto, their successors, and permitted assigns. Except for the Engagement Letter, these terms and conditions supersede and replace any and all prior contracts, understandings or arrangements, whether oral or written, heretofore made between any of the Parties hereto and relating to the subject matter hereof, and as of the date hereof constitute the entire understanding of the Parties with respect to the Issue.

15.2 No initiatives, agreements, commitments or understandings (whether legally binding or not) relevant to this Issue Agreement or the Issue will be entered into with any person or be taken which may directly or indirectly affect or be relevant in connection with the Issue without the prior consent of the Lead Manager. The Company further confirms that neither they nor any of their Affiliates or Promoters have or will enter into any contractual arrangement, commitment or understanding relating to the Issue, sale, distribution or delivery of any shares in the capital of the Company without the prior written consent of the Lead Manager.

16 INDEMNITY

16.1 The Company agree to indemnify and hold harmless the Lead Manager, its Affiliates and their respective directors, officers, employees, agents and controlling persons of the Lead Manager and each of their respective Affiliates (the Lead Manager and each such person, an "**Indemnified Party**") at all times, from and against any and all claims, actions, losses, damages, penalties, expenses, suits, or proceedings of whatever nature made, suffered or incurred including, without limitation, any legal or other fees and expenses incurred in connection with investigating, disputing, preparing or defending any action or claim, to which such Indemnified Party may become subject under any applicable laws in India or outside India caused due to or arising directly or indirectly out of this Issue Agreement or the Engagement Letter or the Issue, breach or alleged breach of any representation, warranty or covenant by the Company in this Issue Agreement or the Engagement Letter, including without limitation arising out of any untrue statement or alleged untrue statement of a material fact contained in any Issue Documents, the application form, and any amendment or supplement (together with such documents and materials (the "**Materials**"), or the omission or the alleged omission to state a material fact necessary in order to make the statements not misleading in light of the circumstances under which they were made in the Issue materials. The Company will however not be liable (under the foregoing clause to the extent that any loss, claim, damage or liability (or expenses relating thereto) has resulted as determined by final judgment of a court of competent jurisdiction or an award passed by the arbitrator appointed by the Parties in accordance with the terms of this Issue Agreement solely and directly from the Lead Manager or its Affiliates' bad faith or gross negligence or wilful misconduct in performing the services described in the Issue Agreement and the Engagement Letter or resulted from any untrue statement or omission or alleged untrue statement or omission based upon information relating to the Lead Manager supplied by the Lead Manager, expressly for use in the Issue Documents, it being understood that the only information supplied by the Lead Manager shall be the name and address of the Lead Manager's and/or their representatives, employees and officials.

16.2 The Lead Manager agree to indemnify and hold harmless the Company and its directors, officers and employees, at all times, from and against any and all claims, actions, losses, damages, liabilities, penalties, expenses, suits or proceedings, suffered or incurred, which are caused with reference to the information relating to themselves, which the Lead Manager

have furnished or undertaken to furnish to the Company in writing and contained in the Issuing Materials. Provided however, that in no event shall, the liability of the Lead Manager under this clause exceed the fees received by the Lead Manager.

16.3 In case any proceeding (including any governmental or regulatory investigation) involving any person in respect of which indemnity may be sought pursuant to clause 15.1 and clause 15.2 above is instituted, such person (the "**Indemnified Party**") shall promptly notify in writing the person against whom such indemnity may be sought (the "**Indemnifying Party**") (provided that the failure to notify the Indemnifying Party shall not relieve it from any liability that it may have under this Clause 15 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Party shall not relieve it from any liability that it may have to as an Indemnified Party) and the Indemnifying Party, upon request of the Indemnified Party, shall retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party and any others the Indemnifying Party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel, (ii) the Indemnifying Party has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party, (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Party or (iv) the named Parties to any such proceeding include both the Indemnifying Party and the Indemnified Party and representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such Indemnified Parties and that all such fees and expenses shall be reimbursed as they are incurred. In case of any such separate firm for the Lead Manager and such Affiliates, such firm shall be designated in writing by the Lead Manager and the Company in respect of Clause 15. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Party agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Party shall have requested an Indemnifying Party to reimburse the Indemnified Party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the Indemnifying Party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such Indemnifying Party of the aforesaid request and (ii) such Indemnifying Party shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such proceeding.

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

16.4 The remedies provided for in this Clause 15 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Party at law or in equity.

16.5 The indemnity provisions contained in this Clause 15 shall remain operative and in full force and effect regardless of:

16.5.1 Any termination of this Issue Agreement

16.5.2 Any investigation made by or on behalf of the Lead Manager, or any person controlling the Lead Manager, or by or on behalf of the Company, its officers or directors or any person controlling the Company; and

16.5.3 Acceptance of and payment for any of the Equity Shares.

17 TERM AND TERMINATION

17.1 The Lead Manager's engagement shall commence on the date of the Engagement Letter and shall, unless terminated earlier pursuant to the terms of the Engagement Letter or this Issue Agreement, continue until the earlier of:

17.1.1 Approval for trading for the Equity Shares in the Issue is obtained from the applicable Stock Exchange;

17.1.2 The Underwriting Agreement relating to the Issue not being entered into on or before issue opening; or

17.1.3 The termination of this Issue Agreement or the Engagement Letter.

17.2 Any of the Parties (with regard to its obligations pursuant to this Issue Agreement) may terminate this Issue Agreement with or without cause upon giving ten (10) days written notice at any time prior to the execution of the Underwriting Agreement. Following the execution of the Underwriting Agreement, the Issue may be withdrawn and/or the services of the Lead Manager may be terminated only in accordance with the terms of the Underwriting Agreement. Provided however that, the provisions of Clause 9.4, 9.5, 10 (Confidentiality), 12 (Arbitration), 13 (Severability), 14 (Governing Law), 16 (Indemnity), 17.5, 17.6 and 19.2 of this Issue Agreement shall survive any termination of this Issue Agreement.

17.3 Upon termination of this Issue Agreement in accordance with this Clause 16, the Parties shall (except for any liability arising before or in relation to such termination and except as otherwise provided herein) be released and discharged from their respective obligations under or pursuant to this Issue Agreement.

17.4 The termination of this Issue Agreement will not affect the Lead Manager's right to receive any fees which may have accrued to it prior to the date of termination and reimbursement for out of pocket and other Issue related expenses incurred prior to such termination as set forth in the Engagement Letter.

17.5 In case the Issue is postponed or withdrawn or abandoned for any reason, no fees, other than the expenses as set forth in the Engagement Letter incurred up to the date of such postponement or withdrawal or abandonment and the fees payable to domestic legal counsel

Nukleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

appointed in respect of the Issue, shall be payable in accordance with the terms of the Engagement Letter.

17.6 In case of any inconsistency or dispute between the terms of this Issue Agreement and the Engagement Letter, the terms of the Issue Agreement shall prevail. However, the Engagement Letter shall prevail over the Issue Agreement solely where such inconsistency or dispute relates to the fees or expenses payable to the Lead Manager for the Issue.

17.7 This Issue Agreement shall be subject to termination by notice in writing given by the Lead Manager to the Company, after the execution and delivery of this Issue Agreement, in the event that:

17.7.1 Any of the representations or statements made by the Company in any of the Issuing Materials in relation to the Issue, or in this Issue Agreement are determined by the Lead Manager to be misleading, including by omission;

17.7.2 The Issue is postponed beyond the term as provided in Clause 16.1 above, withdrawn or abandoned for any reason prior to twelve months from date of the Engagement Letter;

17.7.3 If there is any material non-compliance by the Company of applicable laws or regulations;

17.7.4 Trading generally on the National Stock Exchange of India Limited has been suspended or materially limited or minimum or maximum prices for trading have been fixed, or maximum ranges have been required, by the Stock Exchange or any other applicable governmental or regulatory authority or a material disruption has occurred in commercial banking, securities settlement or clearance services in India or U.K. or United States or in any of the cities of Kolkata, Mumbai, Chennai or New Delhi shall have occurred;

17.7.5 A general banking moratorium shall have been declared by Indian, U.K., United States Federal or New York State authorities; or

17.7.6 There shall have occurred any material adverse change in the financial markets in India, U.K., the United States or the international financial markets, any outbreak of hostilities or acts of terrorism or escalation thereof or any calamity or crisis or any other change or development involving a prospective change in United States, U.K., Indian or international political, financial or economic conditions (including the imposition of or a change in exchange controls or a change in currency exchange rates) in each case the effect of which event, singularly or together with any other such event, is such as to make it, in the judgment of the Lead Manager, in consultation with the Company, impracticable or inadvisable to market the Equity Shares or to enforce contracts for the sale of the Equity Shares on the terms and in the manner contemplated in the Issue Documents;

17.7.7 There shall have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business, management or operations of the Company or any of the entities in which it has a

stake including its Affiliates, whether or not arising in the ordinary course of business that, in the judgment of the Lead Manager, is material and adverse and that makes it, in the judgment of the Lead Manager, impracticable to market the Equity Shares or to enforce contracts for the sale of the Equity Shares on the terms and in the manner contemplated in the in the Issue Documents; or

17.7.8 There shall have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business, management or operations of the Company or any of the entities in which it has a stake including its subsidiaries, partnership firms or associates, if any, on a consolidated basis whether or not arising in the ordinary course of business that, in the judgment of the Lead Manager is material and adverse and that makes it, in the judgment of the Lead Manager, impracticable to market the Equity Shares or to enforce contracts for the sale of the Equity Shares on the terms and in the manner contemplated in the Issue Documents; or

17.7.9 Any change in the type of securities proposed to be Issued in the Issue;

17.7.10 Due diligence is not to the satisfaction of Lead Manager in their sole discretion in order to enable the Lead Manager to file the due diligence certificate with SEBI and as is customary in Issuing of the kind contemplated herein;

17.7.11 Finalisation of terms and conditions of the Issue is not to the satisfaction of Lead Manager, including, without limitation, Issue price and size of the Issue;

17.7.12 Changes to the terms and conditions of the Issue from those set forth in the Draft Prospectus are not to the satisfaction of the Lead Manager;

17.7.13 Completion of all applicable regulatory and corporate requirements (including receipt of all necessary approvals), compliance with all applicable laws, regulations and guidelines (including those governing the Issue of Equity Shares) and disclosure in the Issue Documents is not to the satisfaction of the Lead Manager; or

17.7.14 Certifications, undertakings, customary agreements, including, without limitation, the execution of an Underwriting Agreement (as defined hereinafter) and other necessary agreements that include representations and warranties, conditions as to the closing of the Issue, force majeure provisions term and termination provisions lock in provisions and provisions as to the indemnification of the Lead Manager satisfactory in form and substance to the Lead Manager.

17.8 Notwithstanding anything contained in this Clause 16, in case the Engagement Letter are terminated, this Issue Agreement shall stand automatically terminated.

18 COUNTERPARTS

This Issue 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.

Nucleus Office Solutions Limited DELHI

Sundae Capital Advisors Private Limited

19 MISCELLANEOUS

19.1 No modification, alteration or amendment of this Issue Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.

19.2 The terms and conditions of this Issue Agreement are not assignable by any Party hereto without the prior written consent of all the other Parties hereto.

19.3 Any notice between the Parties hereto relating to the Issue Agreement shall be strictly effective upon receipt and shall, except as otherwise expressly provided herein, be sent by hand delivery, by registered post or airmail, or by facsimile transmission to:

If to the Company:

Nukleus Office Solutions Limited
Unit 1102, Barakhamba Tower,
22 Barakhamba Road, New Delhi - 110001, India
Attn: Pooja Jaiswal
Tel: +91 96 6704 9487
E-mail: cs@nukleus.work

If to the Lead Manager:

Sundae Capital Advisors Private Limited
404, 4th floor, Vaibhav Chambers
Bandra Kurla Complex, Bandra (East)
Mumbai - 400 051, Maharashtra, India
Attn: NitiN Somani
Tel: +91 22 4515 5887
E-mail: nitin@sundaecapital.com

19.4 Any Party hereto may change its address by a notice given to the other Parties hereto in the manner set forth above.

19.5 Any notice sent to any Party shall also be marked to all the remaining Parties to this Issue Agreement as well.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, WE HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED BY OUR DULY AUTHORISED REPRESENTATIVE ON THE DATE AND YEAR FIRST HEREINABOVE WRITTEN.

For Nukleus Office Solutions Limited

Name: Nipun Gupta
Designation: Managing Director



IN WITNESS WHEREOF, WE HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED BY OUR DULY AUTHORISED REPRESENTATIVE ON THE DATE AND YEAR FIRST HEREINABOVE WRITTEN.

For Sundae Capital Advisors Private Limited

Name: Ridima Gulati
Designation: Sr. Manager