भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU

16.6.2026

AX 046561

M/S. kwick Forensic Solutions limited

K. MAHALAKSHMI
SVL No. 3010/@/2/95.
New No.11, Old No.3, 2nd Street,
Mangalapuram, Chetpet
Chennai-31

UNDERWRITING AGREEMENT

FOR INITIAL PUBLIC ISSUE OF

KWICK FORENSIC SOLUTIONS LIMITED
DATED THIS JUNE 16, 2026

AMONGST

KWICK FORENSIC SOLUTIONS LIMITED
(ISSUER COMPANY)
AND
MR. SHAMMER SARALAL SHAH
(PROMOTER SELLING SHAREHOLDER)
AND
MRS. SEJAL SHAMMER SHAH
(PROMOTER SELLING SHAREHOLDER)
AND
MR. TULSIDAS HINDUJA ASHOK KUMAR
(PROMOTER SELLING SHAREHOLDER)
AND
CORPORATE CAPITALVENTURES PRIVATE LIMITED
(UNDERWRITER)
AND
R. K. STOCKHOLDING PVT. LTD
(MARKET MAKER)

For KWICK FORENSIC SOLUTIONS LIMITED

Shammer S Shah

Managing Director

Shammer S Shah

Sejal S Shah

Corporate CapitalVentures Pvt Ltd

R. K. Stock Holding Pvt. Ltd

Authorised Signatory

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU

16.6.2026

FG 285034

M/S. Kwick Forensic Solutions Limited

K. MAHALAKSHMI

UNDERWRITING AGREEMENT

FOR INITIAL PUBLIC ISSUE OF

KWICK FORENSIC SOLUTIONS LIMITED
DATED THIS JUNE 16, 2026

AMONGST

KWICK FORENSIC SOLUTIONS LIMITED
(ISSUER COMPANY)
AND
MR. SHAMMER SARALAL SHAH
(PROMOTER SELLING SHAREHOLDER)
AND
MRS. SEJAL SHAMMER SHAH
(PROMOTER SELLING SHAREHOLDER)
AND
MR. TULSIDAS HINDUJA ASHOK KUMAR
(PROMOTER SELLING SHAREHOLDER)
AND
CORPORATE CAPITALVENTURES PRIVATE LIMITED
(UNDERWRITER)
AND
R. K. STOCKHOLDING PVT. LTD
(MARKET MAKER)

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Capital Ventures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

UNDERWRITING AGREEMENT

THIS UNDERWRITING AGREEMENT (this "AGREEMENT") made at Chennai on June 16, 2026, and entered into by and between:

KWICK FORENSIC SOLUTIONS LIMITED (CIN-U72200TN2005PLC055566), a Company incorporated under the provisions of Companies Act, 1956, having its registered office at New No 12 Old No 11 East Park Road, Shenoy Nagar, Chennai, Tamil Nadu, India, 600030(hereinafter referred to as **"the Company"** or **"Issuer")** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors, permitted assigns and nominees of the **FIRST PART**; and

AND

MR. SHAMMER SARALAL SHAH, S/o Late. Saralal Manilal Shah, age of 60 Years Residing at 448/745, Khushal Gardens, A Block, 1002, 10th Floor, Poonamallee High Road, Kilpauk, Chennai, Tamil Nadu- 600010, (hereinafter referred as "Promoter Selling Shareholder") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its legal heir/family member, successors and permitted assigns; of the **SECOND PART**;

AND

MRS. SEJAL SHAMMER SHAH w/o Shammer S Shah, age of 55 years Residing at 448/745, Khushal Gardens, A Block, 1002, 10th Floor, Poonamallee High Road, Kilpauk, Chennai, Tamil Nadu- 600010 (hereinafter referred as "Promoter Selling Shareholder") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its legal heir/family member, successors and permitted assigns; of the **THIRD PART**;

AND

MR. TULSIDAS HINDUJA ASHOK KUMAR S/o Late. Tulsidas Gidumal Hinduja, age of 64 Years Residing at Residing at A-1 Katha Crest 1st Floor New No. 3 Old No. 2,7th Cross Street, Shenoy Nagar, Chennai, Tamil Nadu 600030, (hereinafter referred as "Promoter Selling Shareholder") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its legal heir/family member, successors and permitted assigns; of the **FOURTH PART**;

AND

CORPORATE CAPITALVENTURES PRIVATE LIMITED (CIN- U74140DL2009PTC194657), a Company incorporated under the Companies Act, 1956 and having its registered office at Unit 223, 2nd Floor, Udyog Sheel Mahila Sehkari Samiti Complex (U.S.Complex), 120, Mathura Road, Opposite Apollo Hospital, Sarita Vihar, South Delhi, New Delhi, Delhi, India, 110076 (hereinafter refer to as "CCV" or "**Underwriter**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representative, successors and permitted assigns, of the **FIFTH PART**;

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

CapitalVentures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

AND

R. K. STOCKHOLDING PVT. LTD (CIN- U65993DL1995PTC413220), company incorporated under the Companies Act, 1956 and having its registered office at A-7, Block B-1, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044 (hereinafter referred to as "**R. K. Stockholding**" or "**Market Maker**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SIXTH PART**.

WHEREAS:

a) The Company and the Selling shareholders are proposing to undertake an initial public offering of upto 56,41,600 (Fifty Six Lakh Forty One Thousand Six Hundred Only) Equity Shares of face value of Rs. 10 each fully paid up ("Equity Shares") for cash at a price, aggregating upto Rs [●] Lakh comprising of a fresh issue of 45,61,600 Equity Shares aggregating to Rs. [●] Lakh (The "Fresh Issue") and an offer for sale of 10,80,000 Equity Shares by the Promoter Selling Shareholders ("Offer for Sale") aggregating to Rs. [●] Lakh in accordance with the requirements of the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("SEBI ICDR Regulations") and other applicable laws.

   The shares to be issued for allotment in this issue comprises market maker portion of 2,83,200 Equity Shares having face value of Rs.10/- each (the "Market Maker Reservation Portion") therefore, a Net Issue to the public of 53,58,400 Equity Shares (the "Net Issue", collectively the "offer").

b) The Public issue shall be conducted through Book Built method/process, pursuant to which the shares are to be offered at the Offer price of Rs. [●]/-per share.

c) The Company has obtained approval for the Issue pursuant to the Board Resolution dated September 02, 2025. The Issuer Company passed a special resolution under section 62(1)(c) at the Extra Ordinary General Meeting ("EGM") held on September 7, 2025 which collectively authorized the Issuer Company's Directors, or any other authorized representative, for the purpose of the Public Issue, to issue and sign the Draft Red Herring Prospectus, the Red Herring Prospectus, this Agreement, the Memorandums of understanding, any amendments or supplements thereto and any and all other writings as may be legally and customarily required in pursuance of the Issue and to do all acts, deeds or things as may be required.

d) One of the requirements of issuing shares to the Public in accordance with the Chapter IX of the SEBI ICDR Regulations, 2018, as specified in Regulation 260 of the said Regulations is that the Issue shall be 100% underwritten and the Lead Manager shall underwrite at least 15% of the total Issue, CCV being the Lead Manager to the Issue has therefore agreed to underwrite 100% of the Total Issue.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

CapitalVentures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd

Authorised Signatory

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

1. DEFINITIONS AND INTERPRETATIONS

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

"Affiliate" with respect to a specified Person, shall mean any other Person (a) directly or indirectly controlling, controlled by or under common control with such specified Person; or (b) who is a Relative of such a Person or their Affiliate; provided, however, that, for purposes of this definition, the terms "controlling", "controlled by" or "under common control with" mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, or the power to elect or appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person.

"Allotment" shall mean the Issue of Equity Shares pursuant to the Issue to the successful Applicants as the context requires.

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

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

"Application Amount" shall mean the Issue Price indicated in the Application Form and payable by an Applicant on submission of the Application in the Offer.

"Application Form" shall mean the form in terms of which the Applicant shall make an offer to subscribe to the Offer shares and which will be considered as the application for Allotment of the Offer Shares in terms of the Draft Red Herring Prospectus and/or the Red Herring Prospectus.

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

"Issue Opening Date" shall mean any such date on which the Collection Bankers shall start accepting Applications for the Issue, within the Application hours which shall be the date notified in a widely circulated English National Newspaper and a Hindi National Newspaper and regional newspaper.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

"Issue Closing Date" shall mean any such date after which the Collection Banker will not accept any application for the issue, which shall be the date notified in an English National Newspaper, a Hindi National Newspaper and a Regional Newspaper, all with wide circulation.

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

"Business Day" shall mean a day on which the principal commercial banks at Delhi are open for business during normal banking hours;

"Banker Agreements" shall mean the agreement entered / to be entered into by and among the Issuer Company, the Lead Manager, the Registrar and the Bankers to the Issue;

"Banker to the Offer" shall mean the bank which is appointed as the Public Issue Bank and Sponsor Bank, with which the Public issue account of the Company to be opened and which act as such and also which shall act as Sponsor Bank to manage UPI Payment mechanism for the Issue, in terms of the Bankers to the Issue Agreement and SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated March 25, 2021.

"Closing / Allotment Date" shall mean the date of allotment of the Offer Shares by the Issuer Company, in accordance with the RHP/Prospectus, which date will not be later than as stated in the applicable laws.

"Companies Act" shall mean the Indian Companies Act, 1956 or Companies Act 2013, as amended from time to time.

"Confirmation of Allocation Note" or **"CAN"** shall mean the note or advice or intimation of allocation of the Equity Shares sent to the applicants who have been allocated Equity Shares.

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

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

"Designated Stock Exchange" shall mean SME Platform of BSE Limited (BSE SME).

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus of the Company that was filed with SME Platform of BSE Limited in accordance with Section 26 read with Section 32 of the Companies Act, 2013 for getting in- principle approval.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Corporate CapitalVentures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

"Escrow Account" shall mean the Escrow Account as and when opened by the Company with a designated Escrow Collection Bank in order to collect the subscription monies procured from this offer of shares.

"FEMA" shall mean the Foreign Exchange Management Act, 1999, as amended, and the regulations framed there under;

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

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

"Issue Shares" means the Company proposes to issue 56,41,600 Equity shares face value of Rs. 10/- each comprising of a fresh issue upto 45,61,600 and an offer for sale upto 10,80,000 equity shares in accordance with the Chapter IX SEBI (ICDR) Regulations 2018.

"Issue/ Offering" shall mean issue of 56,41,600 Equity Shares having face value of Rs. 10/- each (the "Issued Shares" or "Offered Share") in accordance with the Chapter IX SEBI (ICDR) Regulations 2018, (as defined herein) and applicable Indian securities laws at an Issue Price ("Issue Price") of Rs. [●]/- per share aggregating to Rs. [●]/- Lakh.

"Issue Amount" shall mean the product of the Issue Price and the number of Equity Shares of the Company under this Issue (including the over-allotment for round lots, if any).

"Issue Documents" shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus, Prospectus and Application form.

"Issue Price" shall mean Rs. [●]/-per share.

"Issued Shares" shall have the meaning given to such term in the recitals to this Agreement.

"LM" shall mean the lead manager to the issue, or Corporate CapitalVentures Private Limited.

"Market Maker Reservation Portion" shall mean the reserved portion for the Designated Market Makers of 2,83,200 Equity shares of face value Rs.10/- each at issue price of Rs. [●]/- per share aggregating to Rs. [●]/- Lakh.

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

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

CapitalVentures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

"Net Issue" the issue of Equity shares to be offered in this Public Issue comprise of a Net Issue to the Public of 53,58,400 equity shares of Rs.10/- each at Issue Price of Rs. [●]/- each, aggregating to Rs. [●]/- Lakh.

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

"BSE" shall mean BSE Limited (BSE).

"BSE SME" shall mean SME Platform of BSE Limited (BSE SME).

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

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

"Public Issue Account of the Company" means the accounts opened with the Banker to the Issue to receive monies from the accounts held with the SCSBs by the Applicant/ ASBA Applicants, in each case on the Designated Date in terms of Section 40 of the Companies Act, 2013;

"Pay-in Date" shall mean the issue Closing Date;

"Pay-in Period" shall mean the period commencing on the issue Opening Date extending upto the issue Closing Date.

"Prospectus" shall mean the Prospectus of the Issuer Company which will be filed with BSE/SEBI/ROC and others in accordance with Section 26 read with Section 32 of the Companies Act, 2013 after getting in-principle approval but before opening the issue.

"Public Issue Amount" shall mean amount received and credited to the Public Issue Account pursuant to the applications received for subscription to the Issue.

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

"Registrar" shall mean as Registrar to the Issue as mentioned in the RHP/Prospectus.

"Retail Applicants" shall mean individual applicants (includes HUFs and NRIs) who have applied for equity shares for an amount not more than Rs. 2,00,000/- in any of the application options in the Offer.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Corporate Capital Ventures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

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

"SEBI ICDR Regulations" shall mean Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended from time to time;

"Sponsor Bank" shall mean the bank appointed by the Company in consultation with the Lead Manager as per the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019 issued by SEBI, to act as conduit between the Designated Stock Exchange and NPCI in order to push the mandate collect requests and / or payment instructions of the retail investors into the UPI;

"Stock Exchange" shall mean BSE Limited.

"Underwriter" shall mean Corporate CapitalVentures Private Limited.

1.2. In this Agreement, unless the context otherwise requires:

1.2.1 words denoting the singular shall include the plural and vice versa;

1.2.2 words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;

1.2.3 headings and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;

1.2.4 reference to the word "include" or "including" shall be construed without limitation;

1.2.5 reference to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;

1.2.6 reference to any party to this Agreement or any other agreement or deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors of administrators and in any other case, include its successors or permitted assigns;

1.2.7 a reference to an article, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, section, paragraph or schedule of this Agreement;

1.2.8 reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and

1.2.9 capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in Red Herring Prospectus.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Corporate CapitalVentures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.
Authorised Signatory

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

2. UNDERWRITING

On the basis of the representations and warranties contained in Section 4 and subject to its terms and conditions, the Underwriter hereby agrees to underwrite the shares of Kwick Forensic Solutions Limited in the manner and on the terms and conditions contained elsewhere in this Agreement and as mentioned below:

2.1. Following will be the underwriting obligations:

Name of the Underwriter	No. of shares Underwritten	Amount Underwritten (Rs. In Lakh)	% of the Total Issue Size Underwritten
Corporate Capital Ventures Private Limited	56,41,600	[•]/-	100.00
R. K. Stockholding Pvt. Ltd	Nil	[•]/-	Nil
Total		[•]/-	**100.00**

2.2. The Company shall before delivering to the Registrar of Companies (herein after referred as "ROC") shall take written confirmation from Underwriter and make available to the underwriter a copy of RHP/ Prospectus, which shall be modified in the light of the observations made by BSE while issuing the in-principal approval letter. The underwriter shall before executing its obligation under this agreement satisfy itself with the terms of the issue and other information and disclosure contained therein.

2.3. The RHP/ Prospectus in respect of public issue shall be delivered by the company to the ROC for registration in accordance with the provisions of the Companies Act, 2013 to the extent applicable not later than 60 days from the date of this Agreement or such extended period(s) as the underwriter may approve in writing, the time being the essence of this Agreement. The Company agrees that, if after filing of the RHP/Prospectus with the ROC any additional disclosures are required to be made in the interest of the investors in regard to any matter relevant to the issue, it shall incorporate the same in the RHP/Prospectus along with such requirements as may be stipulated by the BSE, SEBI or the Lead Manager and compliance of such requirements shall be binding on the underwriter; provided that such disclosures are certified by BSE and SEBI as being material in nature and for the purpose of the contract of underwriting; the question whether or not such subsequent disclosures are material in nature, the decision of BSE or SEBI shall be final and binding on both the parties.

2.4. The Company shall make available to the underwriter a minimum of two application forms forming part of abridged prospectus and one copy of the RHP/Prospectus.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

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

2.6. The application bearing the stamp of the underwriter or as the case may be the sub-underwriter whether made on their own behalf or otherwise shall be treated in the same manner as the applications received directly from the members of the public and, in the event of the issue being oversubscribed, such applications shall be treated on par with those received from the public and under no circumstances, the application bearing the stamp of the underwriter or the sub-underwriter shall be given any preference or priority in the matter of allotment of the Issued Shares.

2.7. The Underwriter for the "Issue" shall be entitled to arrange for sub-underwriting of its underwriting obligation on his own account with any person or persons on terms to be agreed upon between them. Notwithstanding such arrangement, underwriter shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-underwriter to discharge its respective sub-underwriting obligation shall not exempt or discharge the underwriter of his underwriting obligation under this agreement.

2.8. Only the Underwriter for the "Issue" shall be entitled to arrange for sub-underwriting of its underwriting obligation on his own account with any person or persons on term to be agreed upon between them. Notwithstanding such arrangement, the Underwriter shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-Underwriter to discharge their respective sub-underwriting obligations shall not exempt or discharge the underwriter of his underwriting obligation under this agreement.

2.9. If the Issue of 56,41,600 (Fifty Six Lakh Forty One Thousand Six Hundred Only) equity shares (including Market Maker portion) is undersubscribed, underwriter shall be solely responsible to subscribe/procure subscription to the unsubscribed shares.

2.10. If the Issue is undersubscribed, CCV being the Underwriter for such portion shall be responsible to subscribe/ procure subscription to the unsubscribed shares. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1 above.

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

a) The Company shall within 02 days after the date of closure of subscription list communicate in writing to the respective underwriter, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the underwriter or subscription to be procured therefore by the underwriter.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Capital Ventures Pvt. Ltd.

b) The Company shall make available to the underwriter, the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from Independent Chartered Accountant.

c) The underwriter on being satisfied about the extent of devolvement of the underwriting obligation shall immediately and in any case not later than 58 days after receipt of the communication under sub-clause (a) above, in the manner specified in this agreement, make itself or procure from investors the applications to subscribe to the shares and submit the same together with the application moneys to the Company in its Escrow Account opened specifically for this Issue.

d) In the event of failure of the underwriter to make the application to subscribe to the equity shares as required under clause (c) above, the Company shall be free to make arrangements with one or more persons to subscribe to such shares.

e) In case of breach of contract the maximum liability of the underwriter is the accrued fees of underwriting which the underwriter has received towards its underwriting obligations.

3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITER

3.1. **Net worth of the Underwriter:** The underwriter hereby declares that it satisfy the Net Worth/ Capital Adequacy Requirements specified under the SEBI (Underwriter) Rules and Regulations, 1993 or the bye-laws of the stock exchange of which the underwriter is a member and that it is competent to undertake the underwriting obligations mentioned in clause 2 hereinabove.

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

3.3. In addition to any representation of the Underwriting Agreement or the Registration Documents filed with the the SME Platform of BSE Limited, the Underwriter hereby represents and warrants that:

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

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

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

d. It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the the SME Platform of BSE Limited with respect to underwriting in general and specific.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Capital Ventures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

e. It shall follow fair trade price practices and abide by the code of conducts and ethical standards specified by SEBI, Stock Exchange and other related associations from time to time.

3.4. The Underwriter acknowledges that it is under a duty to notify the the SME Platform of BSE Limited immediately in case it becomes aware of any breach of a representation or warranty.

4. REPRESENTATIONS AND WARRANTIES BY THE COMPANY.

The Company represents warrants and undertakes to the Underwriter as of the date of this Agreement and as of the Closing Date that:

4.1. *Warranty as to statutory and other approvals*: The Company warrants that all consents, sanctions, clearance, approvals, permissions, licenses, etc., in connection with the public issue as detailed in the RHP/Prospectus or required for completing the RHP/Prospectus have been obtained or will be obtained and the same shall remain effective and in force until the allotment of all the shares are completed.

4.2. The Issuer has taken all necessary actions to authorize the signing and delivery of this agreement;

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

4.4. The Issuer will comply with all of its respective obligations set forth in this Agreement.

4.5. The Issuer shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of BSE Limited .

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

4.7. The Issuer acknowledges that it is under a duty to notify the Underwriter and the SME Platform of BSE Limited immediately in case it becomes aware of any breach of a representation or warranty.

4.8. The Draft Red Herring Prospectus/ Red Herring Prospectus did not contain and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4.9. The Company has been duly incorporated and is valid under the laws of the Republic of India and has the corporate power and authority to enter into and perform its obligations under this Agreement and the Bankers to the Issue Agreement. The Company is duly qualified or licensed to transact

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Capital Ventures Pvt. Ltd.

R. K. Stock Holding

business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the conduct of its business requires it to be so qualified.

4.10. Except as described in the Issue Documents, no filling with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency, including, but not limited to the RBI is necessary or required for the performance by the Company of its obligations under this Agreement or the Bankers to the Issue Agreement, in connection with the offering, issuance sale or delivery of the Equity Shares hereunder or in connection with the consummation of the transactions contemplated by this Agreement and the Bankers to the Issue Agreement, except such as have been already obtained.

4.11. This Agreement has been duly authorized, executed and delivered by and is valid and legally binding obligations of, the Company, enforceable against the Company in accordance with their respective terms.

4.12. The Equity Shares conform in all material respects to the descriptions thereof contained in the issue Documents.

4.13. The Company has an authorized capital as set forth in the Issue Documents, and all of the issued equity shares of the Company have been duly authorized and are validly issued and fully paid and are not subject to any pre-emptive or similar rights; except as described in or expressly contemplated by the Issue Documents, there are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock of the Company, any such convertible or exchangeable securities or any such rights, warrants or options.

4.14. The Equity Shares have been duly authorized for issuance and sale and when delivered in accordance with the terms of this Agreement, the Draft Red Herring Prospectus and the Red Herring Prospectus, will be validly issued and fully paid. The issuance of the Equity Shares will not be subject to any option, warrant, put, call, pre-emptive right, right of first refusal or other right to acquire or purchase any such Equity Shares other than pursuant to this Agreement, and the Equity Shares to be issued are not, and at the Closing Date, will not be, except as disclosed in the Prospectus, subject to any restrictions on transfer, including, without limitation, any lock-up, standstill or other similar agreements or arrangements.

4.15. Except as described in the Issue Documents, under current Indian law, there are no limitations on the rights of holders of the issued equity shares of the Company or the Equity Shares to hold or vote or transfer their respective securities.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Corporate CapitalVentures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

4.16. Except as described in the Issue Documents no approvals of any governmental or regulatory authorities are required in India (including any foreign exchange or foreign currency approvals) in order for the Company to pay dividends declared by the Company to the holders of Equity Shares.

4.17. The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, will not contravene any provision of applicable law or the constitutive or charter documents of the Company. No consent, approval, authorization, filling or order of, or qualification with, any governmental or regulatory body, agency or court is required for the performance by the Company of its obligations under, or for the consummation of the transactions contemplated by, this Agreement or in relation to the issuance or the sale of the Equity Shares in accordance with this Agreement, except such as may be required by SEBI or by BSE, in connection with the Issue and except such as have been obtained and are in full force and effect. All authorizations or approvals necessary for the performances by the Company of its obligations under, or for the consummation of the transactions contemplated by, this Agreement and the Bankers to the Issue Agreement or in relation to the issuance or the sale of the Equity Shares in accordance with this Agreement have been obtained and are in full force and effect.

4.18. Except as disclosed in the Draft Red Herring Prospectus / Red Herring Prospectus, there has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earning, properties, business, management, shareholders' equity or operations of the Company taken as a whole from that set forth in the Prospectus. There have been no additional transactions entered into by the Company, other than those in the ordinary course of business, which are material with respect to the Company considered as one enterprise from that set forth in the Prospectus.

4.19. Except as disclosed in the Draft Red Herring Prospectus / Red Herring Prospectus, there are no actions, suits, litigation, proceedings, inquires or investigations, threatened or otherwise, before or brought by any court or governmental agency or body, domestic or foreign, or any arbitration proceeding now pending, or to the knowledge of the Company, threatened, against or affecting the Company, which might result in a Material Adverse Effect, or which might materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated by this Agreement or the performance by the Company of its obligations hereunder.

4.20. The Company has all necessary licenses, consents, authorizations, approvals, orders, certificates and permits to own, lease, license, operate and use their properties and assets and their conduct its business in the manner described in the Issue Documents; there are no proceedings pending or, to the knowledge of the Company threatened, relating to the revocation, modification, or non-renewal of any such license, consent, authorization, approval, order, certificate or permit.

4.21. The Company is not (i) in violation of its respective constitutive or charter documents, (ii) in 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

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Capital Ventures Pvt. Ltd

B. K. Stock Holding Pvt. Ltd.
Authorised Signatory

agreement or instrument to which the Company or any of its branch offices are 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 of any statute, law, rule, regulation (including, without limitation, any applicable law or regulation regarding money laundering or banking practices), any judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of their respective properties, as applicable, except where such violation or default under (ii) or (iii) would not reasonably be expected to result in a Material Adverse Effect,

4.22. All descriptions of contracts or other material documents described in the Issue Documents are accurate descriptions in all material respects, fairly summaries the contents of such contracts or documents and do not omit any material information that affects the import of such descriptions. There are no contracts or documents that would be required to be described in the Issue Documents under Indian law or SEBI regulations that have not been so described.

4.23. Except as disclosed in the Issue Documents, no labour dispute with the employees of the Company exists or, to the knowledge of the Company, is threatened,

4.24. The Company is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are customary for the business in which it is engaged; the Company does not have any reason to believe that either the Company will not be able to renew their respective existing insurance coverage as and when such coverage expires or to obtain similar coverage as may be necessary to continue their respective business at a cost that result in a Material Adverse Effect.

4.25. The Company has maintained a system of internal accounting controls sufficiently to provide reasonable assurance that (i) transactions are executed in accordance with management's general and specific authorizations; (ii) transaction are recorded as necessary to enable the preparation of financial statements in conformity with applicable Indian Accounting Standards and guidelines and to maintain accountability for its assets; (iii) access to assets of the Company is permitted only in accordance with management's general or specific authorization and (iv) the recorded assets of the Company are compared to existing assets at periodic intervals of time, and appropriate action is taken with respect to any differences.

4.26. Except as disclosed in the Issue Documents, no indebtedness (actual or contingent) and no contract or series of similar contracts (other than employment contracts) is outstanding between the Company and (i) any director or key managerial personnel (as set forth in the Issue Documents) of the Company, (ii) such Director's or key managerial personnel's spouse or any of his or her children, or (iii) any, company undertaking or entity in which such director or an officer (as defined under the Companies Act) holds á controlling interest.

Corporate CapitalVentures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

4.27. All material transaction, including any indebtedness, liability or obligation, between the company 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 over the company, (iii) person owning an interest in the voting power of the company that gives them significant influence over the company (including their Relatives, if applicable), (iv) management personnel having authority and responsibility for planning, directing controlling the activities of the company (including directors and senior management of the company and their respective relatives) (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 person is able to exercise significant influence (including entities owned by directors or major shareholders of company and entities that have member of key management in common with the company) except for transaction among the company and its Relatives as disclosed in the Issue Documents (A) have been and are fair and conducted on an arm's length basis and (B) are adequately disclosed in all material respect in the Issue Documents.

4.28. The financial statement of the Company as on March 31, 2026, March 31, 2025, March 31, 2024, as included in the Issue Documents are complete and correct in all respect and present fairly, in all respects, the financial position of the company as of the dates shown, and its results of operation and cash flows for the periods shown, and such financial statements have been prepared in accordance with Accounting standards and guidelines thereof, applied on a consistent basis throughout the periods involved. The auditors who have certified or reviewed such financial statements, as the case may be, 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 of the Company contained in the Issue Documents have been derived from such financial statements.

4.29. The financial statements of the company included in the Issue Documents, to the extent required, have been prepared in accordance with Indian GAAP, guidelines issued by the RBI from time to time and applicable provisions of the SEBI ICDR Regulations.

4.30. Delivery of the Equity Shares to be issued pursuant to this Agreement, the Prospectus will pass good and clear title to such Equity Shares free of all restriction on transfer, liens, encumbrances, security interests and claim whatsoever.

4.31. Except as described in the Issue Documents, the company has not entered into any agreement, oral or written, including but not limited to any letter of intent, memorandum of understanding or memorandum of agreement, in relation to the acquisition of or investment in, in whole or in part, any company or entity.

4.32. No transaction tax, issue tax, stamp duty or other issuance or transfer tax or duty or withholding tax is payable by or on behalf of the underwriter in connection with the issue, subscription, allocation, distribution, sale or delivery of the Equity Shares as contemplated by this Agreement or

Capital Ventures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

in connection with the execution, delivery and performance of this Agreement or the Bankers to the Issue Agreement.

4.33. As at the date of any amended Issue Documents or supplement to an issue Documents prepared by the company in accordance with the terms of this agreement, the representations and warranties of the company contained in this section 4 hereof will be true and accurate with respect to any issue Documents as so amended or supplemented as if repeated as at such date.

4.34. The representation and warranties made by the company are true and correct and it shall comply with the covenants and agreements made by it.

5. UNDERTAKINGS BY THE COMPANY

5.1. Not later than two business days from the date of this agreement, the company and the selling shareholders will prepare and furnish to underwriter, without charge, such number of copies of the issue Documents (and any amendments or supplements thereto) as the underwriter may reasonably request.

5.2. Prior to the date upon which the LM notifies the company in writing that the distribution is complete, the company will immediately notify the LM (i) of any filing made by the company of information relating to the issue (ii) if anything occurs which would or might render untrue or incorrect in any respect any of the representations and warranties contained in Section 4 hereof, or (iii) if any event shall occur or condition shall exist as a result of which it is necessary to amend or supplement the prospectus and the prospectus will not include any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading, in the light of the circumstance existing at the time it is delivered to a prospective purchaser or Applicant, or if it shall be necessary, in the opinion of such counsel, at any time prior to the date on which all of the Equity Shares have been sold by the underwriter, to amend or supplement the prospectus. If the LM is so notified or becomes aware of any such filing, communication, occurrence or event, as the case may be, they may:

a. agree with the company to allow the issue of the Equity Shares to proceed on the basis of the prospectus subject, if the LM so request, to the publication of amended or supplementary issue Documents at the expense of the company; or

b. in their absolute discretion, give notice to the Company to the effect that, with regard to the Equity Shares this Agreement shall terminate and cease to have any effect, subject as set out herein.

c. Subject to the forgoing, the company will prepare such amendment or supplement as may be necessary to correct such representation, warranty, statement or omission, and the company will promptly take such steps as may be reasonably requested by the LM to remedy and/or publicize

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Capital Ventures Pvt. Ltd

R. K. Stock Holding Pvt. Ltd.
Authorised Signatory

the same and furnish at the expense of the company to the underwriter such number of copies of such amendment or supplement as the underwriter reasonably may request.

5.3. The company will advise the LM promptly of any proposal to amend or supplement the prospectus and will not effect such amendment or supplement without the consent of the LM. Neither the consent of the LM, nor the delivery by the LM of any such amendment or supplement, shall constitute a waiver of any of the conditions set forth in Section 11 hereof waiver of termination rights.

5.4. The company shall pay (or, in compliance with all applicable laws, procure payment of), promptly upon the same becoming due, any fees, stamp, registration or other taxes and duties, including interest and penalties, payable on or in connection with the issue or sale of the Equity Shares, provided, however, that any taxes, and duties charges payable in connection with the payment of commission and fees payable to the underwriter shall be in accordance with term of the agreement. The company agrees that the underwriter may each elect to deduct from the payments to be made by them to the company under this agreement, any amounts required to be paid by the company under this Section.

5.5. The Company shall make all communications with any legal authority, department, all intermediaries related to the Issue, SEBI and Stock Exchange etc. through LM.

5.6. At any time prior to the closing date, if there is any change in the information referred to in Section 4 above, the company will immediately notify the LM of such change.

5.7. In respect of all periods following the completion of the issue, the company agrees that following this issue, the financial information of the company as required by Indian law and the SEBI Regulations with the stock exchanges shall be prepared and disclosed as required under the SEBI Regulations with the stock exchanges and in accordance with the Indian law.

5.8. The company will apply the net proceeds from the issue of the Equity Shares as described in the Draft Red Herring Prospectus/ Red Herring Prospectus under the heading "Objects of the issue".

5.9. For a period of 180 days from the date hereof, the Company will, and will cause the all other parties acting on its behalf to, obtain the written approval of the LM, prior to issuing any public announcement or participating in any press or other financial conference that could be material in the context of the market for the shares of the company, provided that such approval is not to be reasonably withheld by the LM.

5.10. The company agrees that it will not, without the prior written consent of the LM, during the period from the date hereof and ending 180 days after the date of the prospectus: (i) issue, offer, lend, pledge, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell or issue, grant any option, right or warrant to purchase, lend or otherwise transfer

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Capital Ventures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

or dispose of directly or indirectly, any shares of the company or any securities convertible into or exercisable or exchangeable for shares of the company, provided that the foregoing restriction shall not apply to (a) the issue of the company's securities to employees of the company under an employee stock option plan or employee share purchase scheme in accordance with applicable SEBI guidelines or (b) the pledge of securities of the company in connection with obtaining financial facilities from banks/financial institutions as may be permitted by relevant SEBI guidelines; (ii) enter into any swap or other agreement that transfer, in whole or in part, any of the economic consequences of ownership of shares of the company or any securities convertible into or exchangeable for shares of the company; or (iii) publicly announce any attention to enter into any transaction described in (i) or (ii) above, whether any such transaction described in (i) or (ii) above is to be settled by delivery of the company or such other securities, in cash otherwise.

5.11. The representations and warranties made by the company are true and correct and it shall comply with the covenants and agreements made by it.

6. UNDERTAKING BY THE PROMOTER GROUP SELLING SHAREHOLDERS

The Promoter Group Selling Shareholder hereby represents, warrants, undertakes and convents to the Underwriter, the BRLMs that:

(a) This Agreement constitutes a valid, legal and binding obligation on the Promoter Group Selling Shareholder and is enforceable against her in accordance with the terms hereof;

(b) The execution, delivery and performance of this Agreement and any other document related hereto by the Promoter Group Selling Shareholder has been duly authorised and does not and will not contravene (a) any Applicable Laws, or (b) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which the Promoter Group Selling Shareholder is a party or which is binding on such Party and no consent, approval, authorization or order of, or qualification with, any Government Authority is required for the performance by the Promoter Group Selling Shareholder of her obligations under this Agreement, the Offer Agreement, the other agreements to which she is a party, except such as have been obtained or shall be obtained prior to the completion of the Offer;

(c) No mortgage, charge, pledge, lien, trust, or any other security interest or other encumbrance is existing or shall exist on the shares being held by her which are offered through the Offer Document; and

(d) The Promoter Group Selling Shareholder shall not have recourse to any proceeds of the Offer. The Parties hereby agree that the BRLMs shall not be liable in any manner whatsoever for collection, payment or deposit of any tax, which the Promoter Group Selling Shareholder may be liable to pay under Applicable Law and as may be determined by the Indian revenue authorities.

7. CONDITIONS OF THE UNDERWRITERS' OBLIGATIONS

The several obligations of the Underwriter under this Agreement are subject to the following conditions:

CapitalVentures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

R. K. Stock

7.1 Subsequent to the execution and delivery of this Agreement and prior to the Listing Date there shall not have occurred any regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, the SME Platform of BSE Limited or any other governmental, regulatory or judicial authority that, in the judgment of the Underwriter, is material and adverse and that makes it, the judgment of the Underwriter, impracticable to carry out Underwriter Obligations.

7.2 Subsequent to the execution and delivery of this Agreement and prior to the Listing Date there shall not have occurred any regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, the SME Platform of BSE Limited or any other governmental, regulatory or judicial authority that, in the judgment of the LM is material and adverse and that makes it, the judgment of the LM, impracticable to Market the Offer Shares or to enforce contracts for the sale of the Offer Shares on the terms and in the manner contemplated in the Offering Documents.

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

7.4 The representation and warranties of the Issuer Company contained in this Agreement are true and shall be true and correct as on the Issue Closing Date and Issuer Company shall have complied with all the conditions and obligations under this Agreement and the Agreement dated June 15, 2026 entered between the Issuer Company and Lead Manager on its part to be performed or satisfied before the Issue Closing Date.

7.5 The Underwriting obligation is subject to Listing approval by the Stock Exchange and in the situation where stock exchange does not grant listing approval, the rights and liabilities under this agreement shall stand infructuous.

8. ISSUE

8.1 Notwithstanding anything contained elsewhere or otherwise in this Agreement, the Company agrees that the maximum number of Equity Shares in the Issue that the Underwriter has to underwrite 56,41,400 (Fifty-Six Lakh Forty One Thousand Four Hundred) Equity Shares.

8.2 In the Issue, Underwriter shall only be responsible for ensuring completion of the subscription in respect of such applicants, including ensuring full payment of the Issue Price in respect of the Equity Shares for which such applications are made, in the manner set forth in this Section.

a) the default in full and timely payment of the Issue Price in respect of the Equity Shares for which the applicant has placed an application and received allocation in respect of such application; or

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Capital Ventures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.
Authorised Signatory

b) the withdrawal of an applicant, in respect of which an allocation of Equity Shares has been made, by the applicant prior to allotment of the Equity Shares subscribed by such applicant;

9. PROCEDURE FOR EFFECTING DISCHARGE OF UNDERWRITING OBLIGATIONS

9.1 The underwriting obligations, if any, determined in terms of this Agreement shall be discharged in the manner set forth below:

9.1.1

A. The Company shall, immediately not later than 2 days following the expiration of the Pay-in period, provide written notice to the Underwriter of the details of any applications for which payment has not been received or in respect of which applications have been withdrawn, and accordingly, the extent of the obligation of the Underwriter, to procure purchasers for, or purchase itself, Equity Shares, computed in the manner set forth in Section 7,

B. An Underwriter shall, immediately following the receipt of the notice referenced in Section 9.1.1(A), procure subscription as required under this Agreement and/or make the applications to purchase the Equity Shares and submit the same to the Company and pay or cause the payment of the Issue price for such Equity Shares into the Public Issue Account of the Company.

9.1.2

A. The Company shall, not later than one day following the dispatch of the notice set forth in Section 9.1.1(A), provide written notice to the Underwriter of the details of any applications for which the applicants have received allocations and for which payment has not been received or in respect of which applications have been withdrawn, and the underwriting commitments of the respective Underwriter for which payment has not been received and accordingly, the extent of the obligations of the Underwriter to procure purchasers for, or purchase itself Equity Shares computed in the manner set forth in Section 6.

B. The underwriter shall, immediately following the receipt of the notice referenced in Section 9.1.2(A), procure subscription as required under this Agreement and/or make the applications to purchase the Equity Shares and submit the same to the Company and pay or cause the payment of the Issue Price for such Equity Shares into the Public Issue Account.

9.1.3 The underwriter on being satisfied about the extent of devolvement of the underwriting obligation shall immediately and in any case not later than 58 days after receipt of the communication under clause 9.1.1 & 9.1.2 above, make or procure the applications to subscribe to the shares and submit the same together with the application moneys to the company.

9.1.4 In the event of any failure by Underwriter to procure purchasers for, or purchase itself, the Equity Shares as required under Section 9.1.1 or 9.1.2, the Company, on behalf of itself, may make arrangements with one or more persons to purchase such Equity Shares.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Capital Ventures Pvt. Ltd.

B. K. Stock Holding Pvt. Ltd.
Authorised Signatory

10. FEES, COMMISIONS AND EXPENSES

In consideration of the underwriting obligations agreed to be performed by the Underwriter, the Issuer and the Promoter Selling Shareholder shall pay an underwriting fee of 5.00% (Five per cent of the funds raised through the Fresh Issue and Offer for Sale) and a selling and distribution commission of 5.00% (Five per cent of the funds raised through the Fresh Issue and Offer for Sale), as mutually agreed between the parties in respect of the obligations undertaken by CCV, in accordance with the respective engagement/mandate letter(s). It is hereby clarified that the milestone fee of Rs. 30,00,000 (Rupees Thirty Lakhs only), as specified in the engagement/mandate letter(s), shall form part of and be adjusted against the aforesaid selling and distribution commission of 5.00%.

Such aggregate fee shall be paid to the Underwriter (CCV) or to such other person(s) as may be directed by the Underwriter. However, it may be noted that the rate so agreed upon shall be subject to the provisions of Section 40 of the Companies Act, 2013.

The Issuer and the Promoter Selling Shareholder shall pay the aforesaid fees on a pro rata basis, in proportion to the number of Equity Shares issued and allotted by the Company pursuant to the Fresh Issue and the number of Equity Shares offered by the Promoter Selling Shareholder pursuant to the Offer for Sale.

11. INDEMNITY

The Issuer and selling shareholder shall indemnify and keep indemnified, Lead Manager, Underwriter for its own account and their respective Affiliates and all other respective directors, officers, employees, professionals, duly authorized agents and controlling persons (each, an "Indemnified Party") from against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damage, expenses or demands which they (or any of the them) incur or which is made against them (or any of them) as a result of or arising out of or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the draft red herring prospectus and red herring prospectus or omission or alleged omission there from of a material fact necessary in order to make the statements therein in the light of the circumstances under which they were made not misleading, or which are determined by the court or arbitral tribunal of competent jurisdiction to have resulted from bad faith, dishonesty, illegal or fraudulent acts or the willful default or gross negligence on the part of the company. Such indemnity will extend to include all reasonable costs, charges and other expenses that such Indemnified party may pay or incur in disputing or defending any such loss liability, cost, claim, charge, demand or action or other proceedings. Provided however that the issuer will not be liable to the lead manager, Underwriter to the extent that any loss, claim, damage or liability is found in a judgment by the court to have resulted solely and directly from any of the Underwriter severally as the case may be, bad faith or gross negligence or willful misconduct, illegal or fraudulent acts, in performing the services under this Agreement.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Corporate Capitalventures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

12. TERMINATION

12.1 Notwithstanding anything contained herein, the underwriter shall have the option to be exercised by him at any time prior to the opening of the issue as notified in the prospectus of terminating this agreement under any or all of the following circumstances –

i. if any representations/ statement made by the Company to the underwriter and/ or in the application forms Negotiations, correspondence, the Red Herring Prospectus or in this Agreement are or found to be incorrect;

ii. any event having material adverse effect on the Issue and is infructuous to the investors.

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

iv. declaration of war or occurrence of insurrection, civil commotion or any other serious sustained financial political or industrial emergency or disturbance affecting the financial markets of Mumbai, Chennai, Kolkata and New Delhi.

a. Notwithstanding anything contained herein, in the event of the Company failed to perform all or any of the covenants within limit specified wherever applicable under this letter of underwriting, the underwriter shall inform the Company with documentary evidence of the breach/nonperformance by Registered post/ Speed post/e-mail and acknowledge obtained therefore, where upon the underwriter shall be released from all or any of the Obligations required to be performed by him.

b. In case of termination either party can send an intimation of termination of this agreement in writing through electronic mode, digital mode or otherwise, which shall be construed as delivered and such intimation shall be conclusive notwithstanding any communication held in past or future.

13. NOTICES

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

Corporate Capital Ventures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

All notices to the Parties shall be addressed as under:

To the Issuer

Kwick Forensic Solutions Limited
NEW NO 12 OLD NO 11 EAST PARK ROAD, SHENOY NAGAR, Shenoy Nagar, Chennai, Tamil Nadu, India, 600030
E-mail: cs@kwickforensic.com
Attention: Mr. Shammer Saralal Shah

To the Promoter Selling Shareholders:

Mr. Shammer Saralal Shah
Managing Director
Tel: +91- 9840018123
E-mail: shammershah@kwickforensic.com

Mrs. Sejal Shammer Shah
Director
Tel: +91- 8667845462
Email: sejsam89@gmail.com

Mr. Tulsidas Hinduja Ashok Kumar
Chief Operating Officer
Tel: +91- 9884093400
Email: ashokhinduja@kwickforensic.com

To the BRLM:

Attention: Mrs. Harpreet Parashar
Designation: Whole time Director
Address: Corporate CapitalVentures Private Limited
Unit-223, 2nd Floor, Udyog Sheel Mahila Sehkari Samiti,
120, Mathura Road, New Delhi-110076
Tel No: +919711971044
Email: smeipo@ccvindia.com

To the Market Maker

Name: Mr. Navdeep Varshneya
Designation: Director
Address: R. K. Stockholding Pvt. Ltd
A-7, Block B-1, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044
Tel No: +91-9810046444
Email: navdeep@rkfml.com

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Capital Ventures Pvt. Ltd

R. K. Stock Holding Pvt. Ltd

Authorised Signatory

14. TIME IS THE ESSENCE OF THE AGREEMENT

All obligations of the Issuer, the Underwriter, are conditional as time stipulated for happening of any event/ work shall be of the essence of the Agreement. The parties to the agreement must perform by the time to which the parties have agreed, consequently any failure on the part of the Company or the Underwriter to adhere to the time limits, unless otherwise agreed between the Company and the Underwriter, discharge the Underwriter or Company of its / their all other obligations under the Underwriting Agreement and such breach shall be considered as material breach under the said agreement. This Agreement shall be in force from the date of execution and will expire on completion of allotment for this Offer.

15. SEVERAL OBLIGATIONS

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

16. MISCELLANEOUS

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

17. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and shall be subject to Jurisdiction of Delhi Courts only.

18. ARBITRATION

Reference to arbitration - Any dispute arising out of this agreement between the underwriter and the Company shall be referred to the Arbitrator who shall be appointed mutually by both the parties and the decision of such Arbitrator shall be final and binding on both the parties.

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

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

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Capital Ventures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

19. AMENDMENT

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

20. SEVERABILITY

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

21. COUNTERPARTS

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

22. ILLEGALITY

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

23. ASSIGNMENT

No party may assign any rights under this Agreement without the consent of the party against whom the right operates. No provision of this Agreement may be varied without the consent of the Lead Manager. The undeısigned hereby certifies and consents to act as Underwriter to the aforesaid Issue and to its name being inserted as underwriter in the Draft Red Herring Prospectus, Red Herring Prospectus which the Company intends to issue in respect of the proposed Issuing and hereby authorize the Company to deliver this Agreement to SME Platform of BSE Limited, ROC and SEBI.

Corporate Capitalventures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

IN WITNESS WHEREOF, the Parties have entered this agreement on the date mentioned above.

For and on behalf of **Kwick Forensic Solutions Limited** **(Issuer Company)**	**Signature and Stamp** For KWICK FORENSIC SOLUTIONS LIMITED Shammer S Shah Managing Director **Mr. Shammer Saralal Shah** **Managing Director** **DIN: 01929867**
For Promoter Selling Shareholder	**Signature** Shammer S Shah **Mr. Shammer Saralal Shah**
For Promoter Selling Shareholder	**Signature** Sejal S Shah **Mrs. Sejal Shammer Shah**
For Promoter Selling Shareholder	**Signature** **Mr. Tulsidas Hinduja Ashok Kumar**
For and on behalf of **Corporate CapitalVentures Private Limited** **(Book Running Lead Manager)**	**Signature and Stamp** Harpreet Parashar Corporate CapitalVentures Pvt. Ltd. **Mrs. Harpreet Parashar** **Whole-time Director** **DIN: 03584659**
For and on behalf of **R. K. Stockholding Pvt. Ltd** **(Market Maker)**	**Signature and Stamp** **Mr. Navdeep Varshneya** **Authorized Signatory**

For KWICK FORENSIC SOLUTIONS LIMITED
Shammer C Shah
Managing Director
Shammer C Shah
Sejal Shah

Harpreet
Corporate CapitalVentures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd
Authorised Signatory

Witness:

Sr. No.	Name	Complete Address	Signature
1.	VISHAL JAIN	36/4, 4TH LANE SASTRI NAGAR ADAYAR, CHENNAI- 600020	C.Vishal
2.	Parul Rathore	J37, Lajpat Nagar II, New Delhi - 110024	Parul Rathore

R. K. Stock Holding Pvt. Ltd.
Authorised Signatory

For KWICK FORENSIC SOLUTIONS LIMITED

Chamman C Shah
Managing Director
Chamman C Shah

Witness:

Sr. No.	Name	Complete Address	Signature
1.			
2.			

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director