UNDERWRITING AGREEMENT

DATED AUGUST 04, 2025

AMONGST

AIRFLOA RAIL TECHNOLOGY LIMITED
("Issuer" / "Company")

AND

GYR CAPITAL ADVISORS PRIVATE LIMITED
("Book Running Lead Manager" / "Underwriter")

தமிழ்நாடு தமிழ்நாடு TAMILNADU

Airfloa rail technology Ltd

4 AUG 2025

AE 571095

S. SARASWATHI
STAMP VENDOR
LC No: 9228/-96/85 DT. 16-4-1996
7, 2nd CRESCENT PARK ROAD,
ADYAR, CHENNAI-20. Cell: 9176850068

UNDERWRITING AGREEMENT FOR THE INITIAL PUBLIC OFFER BY AIRFLOA RAIL TECHNOLOGY LIMITED ON SME PLATFORM OF BSE

This Underwriter agreement is made and entered into at Chennai on this fourth day of August, 2025 between:

AIRFLOA RAIL TECHNOLOGY LIMITED (Formerly known as Airfloa Rail Technology Private Limited and Air Flow Equipments (India) Private Limited), a Company incorporated under the Companies Act, 1956, having its office/ registered office at No. 9 Chelliamman Koilstreet Keelkttalai Chennai-117, Tamil Nadu, 600117, India (hereinafter referred to as "AIRFLOA" or "Issuer" or the "Company") (hereinafter referred to as **"AIRFLOA"** or **"Issuer"** or the **"Company")** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

GYR CAPITAL ADVISORS PRIVATE LIMITED
AHMEDABAD

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு TAMILNADU

AirFloa Rail Technology Limited

Ch. 117

ED 585250

- 4 AUG 2025

S. SARASWATHI
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7, 2nd CRESCENT PARK ROAD,
ADYAR, CHENNAI-20. Cell: 9176650088

GYR CAPITAL ADVISORS PRIVATE LIMITED, a company incorporated under Companies Act, 2013 and having SEBI registration number INM000012810 and having its registered Office at 428, Gala Empire, Near JB Tower, Drive in Road, Thaltej, Ahmedabad -380054, Gujarat, India. (hereinafter referred to as **"GCAPL"** or **"Book Running Lead Manager"** and **"Underwriter"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

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தமிழ்நாடு तमिलनाडु TAMILNADU

ED 585249

Airfloa rail technology Limited

Ch.117

- 4 AUG 2025

S. SARASWATHI
STAMP VENDOR
LC No: 9228/-4/65 DT. 16-4-1986
7, 2nd CRESCENT PARK ROAD,
ADYAR, CHENNAI-20. Cell: 9176650088

In this Agreement:

(i) **GYR Capital Advisors Private Limited** shall be referred to as **"GCAPL"** or **"Book Running Lead Manager"** and **"Underwriter"**,

(ii) The Company, the Book Running Lead Manager / Underwriter are collectively referred to as the "**Parties**" and individually as a "**Party**".

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD

WHEREAS:

A. The Company propose to undertake an initial public offering of upto 65,07,000 Equity Shares of face value of Rs. 10/- each consisting Fresh Issue of upto 65,07,000 Equity Shares ("Fresh Issue") and the amount of Offer to be determined in accordance of book building process as defined under Securities Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

B. The Equity Shares to be allotted in this Offer comprises a net Offer to the public and reserved portion for the Market Maker which shall be at least five per cent of the number of Equity Shares issued to public which shall be determined in accordance of Book Building Process as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018. The net Offer to public shall comprise of Offer to Qualified Institutional Buyers, Retail Individual Investors and Other than Retail Individual Investor.

C. The Offer shall be conducted through Book Built Offer pursuant to the SEBI (ICDR) Regulations, 2018 as amended.

D. The Company has obtained approval for the Offer pursuant to a resolution of our Board dated December 12, 2024 and by a special resolution passed pursuant to Section 62(1)(c) of the Companies Act, 2013 at the Extraordinary General Meeting by the shareholders of our Company held on December 13, 2024. which collectively authorized the Company's Directors, or any other authorized representative, for the purpose of the Public Offer, to Offer and sign the Draft Red Herring Prospectus, The Red Herring Prospectus and the Prospectus, this Agreement, the Memorandum of understanding, any amendments or supplements thereto and any and all other writings as may be legally and customarily required in pursuance of the Offer and to do all acts, deeds or things as may be required.

E. The Company has obtained in-principle approval letter from BSE for insertion of its name in the Prospectus and shall be applying for listing of its Equity Shares on SME Platform BSE.

F. The Company has appointed GYR Capital Advisors Private Limited to manage the Offer as the Book Running Lead Manager and GYR Capital Advisors Private Limited has accepted the engagement letter dated February 21, 2024 read the Issue Agreement dated June 03, 2024, as amended, subject to the terms and conditions set forth therein.

G. The Company has also approached Book Running Lead Manager to act as the Underwriter for this Offer and therefore, Book Running Lead Manager in effect underwrite 100% of the total Offer including the "Market Maker Reservation Portion", wherein Book Running Lead Manager as per Regulation 260 of SEBI (ICDR) Regulations, 2018 the Book Running Lead Manager has agreed to underwrite to a minimum extent of 15% of the Offer out of its own account. Book Running Lead Manager has accepted such proposal and confirmed that there is no conflict of interest arising from such transaction or arrangement.

H. Hence, Book Running Lead Manager shall act as Underwriter to this Offer and all the parties herein have therefore agreed to enter into this Agreement for the purpose of underwriting and amongst the other things as required under Regulation 14 of SEBI (Underwriter) Regulations, 1993.

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

1. DEFINITIONS AND INTERPRETATIONS

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

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

"Allotment" shall mean the Offer and allotment of equity shares pursuant to Fresh Issue to successful Applicants.

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

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

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

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

"Bid/ Opening Date" shall mean any such date on which the Collection Banker shall start accepting applications for the, within the application hours which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

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

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD

"Bid" shall mean an indication to make a during the Bid/ Period by a Bidder pursuant to submission of the Bid cum Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations in accordance with the Draft Red Herring Prospectus and Bid cum Application Form.

"Bid Amount" shall mean the highest value of optional Bids indicated in the Bid cum Application Form and in the case of Retail Individual Bidders Bidding at Cut Off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such Retail Individual Bidder and mentioned in the Bid cum Application Form and payable by the Retail Individual Bidder or blocked in the ASBA Account upon submission of the Bid in the.

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

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

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

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

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

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

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

"**Designated Stock Exchange**" shall mean BSE Limited.

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

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

"**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 Agreement**" shall mean the agreement dated June 03, 2025 entered between the Company and Book Running Lead Manager.

"**Offer Shares**" 65,07,000 Equity Shares having face value of Rs. 10/-.

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

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

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

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

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

"**NSE**" shall mean BSE Limited a recognized stock exchange having nationwide terminals.

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

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

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

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

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

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD

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

"Registrar" shall mean KFIN Technologies Limited, appointed through Registrar Agreement between the Company and Registrar.

"Individual Applicants" shall mean individual applicants (includes HUFs and NRIs) who have applied for equity shares for an amount more than Rs. 2,00,000, in any of the application options in the Offer.

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

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

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

"Stock Exchange" shall mean BSE.

"**Underwriter**" shall mean Book Running Lead Manager i.e. GYR Capital Advisors Private Limited.

In this Agreement, unless the context otherwise requires:

a) word denoting the singular shall include the plural and vice versa;

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

c) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

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

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

f) any reference to any Party to this Issue Agreement, or any other agreement, deed or instrument shall include its successors, heirs or permitted assigns;

g) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

h) references to a Section, Paragraph or Annexure is, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Issue Agreement; and

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

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

2. UNDERWRITING

On the basis of the representations and warranties contained in this Agreement and subjects to its terms and conditions, the Underwriter hereby agrees to underwrite and / or procure subscription for the Offer shares in the manner and on the terms and conditions contained elsewhere in of this Agreement and as mentioned below:

2.1 Following will be the underwriting obligations under:

Details of the Underwriter	No. of shares underwritten*	Amount Underwritten (₹ in Lakh)	% of the total Offer Size Underwritten
GYR Capital Advisors Private Limited 428, Gala Empire, Near JB Tower, Drive in Road, Thaltej, Ahemdabad-380 054, Gujarat, India. **Telephone:** +91 +91 877 756 4648 **Facsimile:** N.A. **Email ID:** info@gyrcapitaladvisors.com **Investor Grievance ID:** investors@gyrcapitaladvisors.com	Upto 65,07,000	Upto [•]	100%

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

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD

2.3 The Prospectus in respect of the public Offer shall be delivered by the Company to the ROC for registration in accordance with the provisions of the Companies Act, 2013 as may be amended from time to time, but not later than one year from the date of this Agreement or such extended period(s) as the Underwriter may approve in writing, the time being the essence of this Agreement. The Company agrees that, if after filing of the Prospectus with the ROC, any additional disclosures are required to be made in the interest of the investors in regard to any matter relevant to the Offer, the Company shall comply with such requirements as may be stipulated by BSE, SEBI, ROC or the Book Running Lead Manager and compliance of such requirements shall be binding on the Underwriter; provided that such disclosures shall not give a right to the Underwriter to terminate or cancel its Underwriting obligations unless such subsequent disclosures are certified by BSE or SEBI as being material in nature and essential for the contract of Underwriting;

2.4 The Company shall make available to the Underwriter a minimum of 2 application forms forming part of abridged Prospectus and 1 copy of the Prospectus for every 1 lakh of rupees and every 10 lakhs rupees of Underwriting accepted by the Underwriter. If the Underwriter desires to have more application forms and Prospectus than specified, they must state its requirements which would then be considered as condition for acceptance of this Underwriting Agreement. Thereafter, it is responsibility of the Company to deliver to the Underwriter the accepted quantity of application forms and Prospectus as soon as the Prospectus is filed with the ROC but in any case, not later than 3 days prior to the date of opening of the public Offer, proof of such delivery, should be retained by the Company.

2.5 The subscription list for the public Offer shall open not later than three months from the date of this agreement or such extended period(s) as the Underwriter may agrees to in writing. The subscription list shall be kept open by the Company for a minimum period of 3 working days and if required by the Underwriter, the same may be kept open upto a maximum of 10 calendar days failing which the Underwriter shall not be bound to discharge the underwriting obligations under this Agreement.

2.6 All the applications made by any applicant except by Underwriter on its "OWN" account shall be construed to be part of the "Net Offer" applications.

2.7 With regard to the Market Maker Reservation Portion, it is compulsory that the Market Maker subscribe to the specific portion of the Offer set aside as "Market Maker Reservation Portion" as it needs to be subscribed in its OWN account in order to claim compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, 2018, as amended.

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

2.9 The Underwriter should ensure that subscription is received upto the amount underwritten. It will be the responsibility of the Underwriter to ensure that Applications received from its side are properly stamped by its name / code. In the event of any undersubscription, the responsibility of the Underwriter will be decided based on the amount of applications already received from its side Book Running Lead Manager.

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

2.11 The underwriting obligations for Underwriter in case of shortage shall be discharged in the manner mentioned below:

a) the Company shall within 30 days after the date of closure of subscription list communicate in writing to the Underwriter, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the Underwriter or subscription to be procured therefore by the Underwriter.

b) the Company shall make available to the Underwriter, the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from the Company's auditors.

c) The Underwriter on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case within 60 days from the date of closure of the Offer, in the manner specified in clauses 2.8, 2.9 and elsewhere in this Agreement, make or procure the applications to subscribe to the shares / debentures and submit the same together with the application moneys to the Company in its Escrow Account opened specifically for this Offer.

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

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD

2.12 The Company is free to quantify the damages upto a value of the shares not subscribed by the Underwriter in terms of its commitment under this Agreement.

3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITER

3.1 **Net worth of the Underwriter.** The Underwriter, hereby declares that it satisfies 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 member and that it is competent to undertake the underwriting obligations mentioned in clause 2 hereinabove.

3.2 **Registration with the SEBI**: The Underwriter i.e. GYR Capital Advisors Private Limited hereby declares that the Underwriter Being Merchant Banker (Book Running Lead Manager) is entitled to carry on the business as an Underwriter without obtaining a separate certificate under the SEBI (Underwriter) Regulations 1993 framed under the SEBI Act.

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

3.4 In addition to any representations of the Underwriter under the Regulation of Document filed with SME Platform of BSE (BSE), 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 Underwriter.

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

d) It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the Start-up Platform of BSE w.r.t underwriting in general and underwriting this Public Offer in specific.

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

f) That all actions required to be taken, fulfilled or things required to be done (including, but without limitation, the making of any filing or registration) for the execution, delivery and performance by the Underwriter of its obligations under this Agreement and performance of the terms thereof have been taken, fulfilled or done and all consents, authorizations, orders or approvals required for such execution, delivery and performance have been unconditionally obtained and remain in full force and effect;

g) Unless otherwise expressly authorized in writing by the Company, neither the Underwriter nor any of its Affiliates nor any of its respective directors, employees or agents, has made or will make any verbal or written representations in connection with the Offer other than those representations made pursuant to the terms and conditions set forth in this Agreement or contained in the Offering Document(s) or in any other document, the contents of which are or have been expressly approved or provided for in writing for the Offer purpose by the Company.

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

4. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

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

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

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

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

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

d) It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of BSE with respect to the role of the Company in the Market Making process in general and Market Making in the Equity Shares of the Company in specific.

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

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD

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

5. REPRESENATIONS AND WARRANTIES BY THE BOOK RUNNING LEAD MANAGER:

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

a) It has taken all necessary actions to authorize the signing and delivery of this Agreement;

b) The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Book Running Lead Manager.

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

d) It shall ensure compliance with the applicable laws and rules laid down by SEBI and the BSE with respect to the role of the Company in the Market Making process in general and Market Making process in the shares of the Company in specific.

e) It shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, the stock exchanges and related associations from time to time.

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

6. CONDITIONS OF THE UNDERWRITERS' OBLIGATIONS

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

a) Subsequent to the execution and delivery of this Agreement and prior to the Offer Closing Date there shall not have occurred any regulatory changes, or any development involving a prospective regulatory changes or any order or directive from SEBI, the SME Platform of BSE or any other governmental, regulatory or judicial authority that, in the judgment of the Underwriter, is material and adverse and that makes its, in the judgment of the Underwriter, impracticable to carry out Underwriter's obligations.

b) Subsequent to the execution and delivery of this Agreement and prior to the Offer Closing Date there shall not have occurred any change, or any development involving a prospective changes, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company and its subsidiaries, taken as a whole, that, in the judgment of the BRLM, is material and adverse and that makes it, in the judgment of BRLM, impracticable to market the Offer Shares or to enforce contracts for the sale of the Offer Shares on the terms and in the manner contemplated in the Offering Documents.

c) If the Underwriter is so notified or become aware of any such filing, communication, occurrence or event, as the case may be, that makes it impracticable to carry out its Underwriting obligations, 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.

d) The representations and warranties of the Company contained in this Agreement shall be true and correct on and as of the Offer Closing Date and that the Company shall have complied with all the conditions and obligations under this Agreement and the Issue Agreement dated June 03, 2025 on its part to be performed or satisfied on or before the Offer Closing Date.

e) The Underwriter shall have received evidence satisfactory to it that the Equity Shares have been approved in-principle for listing on the SME Platform of the BSE and that such approvals are in full force and effect as of the Closing Date.

f) Prior to the Offer Closing Date, the Book Running Lead Manager and the Company shall have furnished to the Underwriter such further information, certificates, documents and materials as the Underwriter shall reasonably request in writing.

6.2 If any condition specified in Section 5.1 shall not have been fulfilled when and as required to be fulfilled, this agreement may be terminated by the Underwriter by written notice to the Company any time on or prior to the Offer Closing Date; provided, however, that this Section 5.2, Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall survive the termination of this Agreement.

7. INDEMINITY

a. The Underwriter herein shall indemnify and keep indemnified the Issuer for its own account and their respective Affiliates and all the respective directors. Officers, employees, duly authorized agent and controlling persons (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, Claims, charges, actions, proceedings, damages, expenses or demands which it incur or which is made against it as a result of the or arising out of, or in relation to the IPO subscription, trading, liquidity and failure to make minimum market requirement from time to time which are determined by a court or arbitral tribunal of

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD

competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the willful defaults or gross negligence on the part of the Underwriter. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charges, demand or action or other proceeding.

b. The Company shall indemnify and keep indemnified, each of the Book Running Lead Manager, Underwriter and Market Maker 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 it incur or which is made against it as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the draft prospectus and prospectus or omission or alleged omission there from of a material fact necessary in order to make the statements therein in the light of the circumstances under which they were made not misleading, or which are determined by the court or arbitral tribunal of competent jurisdiction to have resulted from bad faith, dishonesty, illegal or fraudulent acts or the willful default or gross negligence on the part of the Company. Such indemnity will extend to include all reasonable costs, charges and other expenses that such Indemnified party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings. Provided however that the Company will not be liable to the Book Running Lead Manager, Underwriter, Market Maker to the extent that any loss, claim, damage or liability is found in a judgment by the court to have resulted solely and directly from any of the Underwriters severally, as the case may be, bad faith or gross negligence or willful misconduct, illegal or Fraudulent acts, in performing the services under this agreement.

c. The indemnity provisions contained in this Clause 7 and the representations, warranties and other statements of the Company, the Book Running Lead Manager and the Underwriter contained in this Agreement shall remain operative and in full force and effect regardless of (i) termination of this Agreement, (ii) any investigation made by or on behalf of Underwriters or its directors, officers, employees, agents and representatives, or by or on behalf of the Company, its respective officers or directors or any Affiliate or person Controlling the Company and (iii) acceptance of and payment for any of the Equity Shares.

8. TERMINATIONS

8.1 This agreement shall be in force from the date of execution until the allotment of securities in this Offer and fulfilment of the obligations of the Underwriter as set-out in this agreement.

8.2 Notwithstanding anything contained herein, the Underwriter shall have the option of terminating this Agreement by giving a notice in writing to the Company, to be exercised by him at any time prior to the opening of the Offer as notified in the prospectus of terminating this agreement under any or all of the following circumstances –

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

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

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

iv. there shall have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the assets, liabilities, earnings, business, prospects, management or operations of the Company, whether or not arising in the ordinary course of the business that, in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable or inadvisable to market the Equity Shares on the terms and conditions and in the manner contemplated in the Offering Document(s) and this Agreement.

v. the Book Running Lead Manager may terminate this agreement with immediate effect, which in view of the Book Running Lead Manager, affects the ability of the Underwriter to carry out its obligations or negatively affects the goodwill of the Company provided that such termination shall take occur only after receipt of the written consent of the Company by the Book Running Lead Manager.

8.3 Notwithstanding anything contained in section 8.1 above, in the event of the Company failed to perform all or any of the covenants within limit specified wherever applicable under this letter of underwriting, the Underwriter shall inform the Company with adequate documentary evidence of the breach/non-performance by Registered post/ Speed post and acknowledge obtained therefore, whereupon the Underwriter shall be released from all or any of the obligations required to be performed by him.

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

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

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9. NOTICES

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

10. MAXIMUM LIABILITY:

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

11. CHANGE IN LEGAL ENVIRONMENT

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

12. TIME IS THE ESSENCE OF AGREEMENT

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

13. SEVERAL OBLIGATIONS

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

14. 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 obligations under this Agreement or purport to do so without the consent of the Company. The Company shall not assign or transfer any of its respective rights or obligations under this Agreement or purport to do so without the consent of the Underwriter.

15. 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 Delhi jurisdiction.

16. ARBITRATION

Reference to arbitration - Any dispute arising out of this agreement between the Underwriter and the Company shall be referred to the Arbitration Committee by the BSE and the decision of the Arbitration Committee shall be final and binding on both the parties.

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

17. 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.

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CUMULATIVE REMEDIES

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

21. ILLEGALITY

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

22. ASSIGNMENT

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

The undersigned hereby certifies and consents to act as Underwriter to the aforesaid Offer and to its name being inserted as Underwriter in the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus and Offer Memorandum which the Company intends to Offer in respect of the proposed Offer and hereby authorize the Company to deliver this Agreement to SEBI and the SME Platform of BSE (BSE).

23. FEES, COMMISSION AND EXPENSES

In consideration of the underwriting obligations performed by the Underwriter, the Company shall pay the Underwriter the fees and commissions mutually agreed by the parties as per Schedule A in respect of the obligations undertaken by it. Such fee shall be paid to the Underwriter or such other persons as directed by the Underwriter from time to time. However, it may be noted that the rates or fees so agreed upon shall be subject to the provisions of Companies Act and that the obligation to pay underwriting commission shall arise upon execution of this agreement irrespective of the fact whether there is any devolvement or no devolvement on the Underwriter towards under subscription.

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

24. EXECUTION

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

For AIRFLOA RAIL TECHNOLOGY LIMITED

Managing Director

GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD

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

For and on behalf of **AIRFLOA RAIL TECHNOLOGY LIMITED** **Name:** Mr. Venkatesan Dakshinamoorthy **DIN:** 00232210 **Designation:** Chairman and Managing Director	**Witness** Name: Address: Signature:
For and on behalf of **GYR Capital Advisors Private Limited** **Name:** Mohit Baid **Designation:** Director **DIN:** 08594571	**Witness** Name: Address: Signature: