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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ96809350211927X
Certificate Issued Date : 16-Apr-2025 04:28 PM
Account Reference : IMPACC (SV)/ gj13025904/ SURAT2/ GJ-SU
Unique Doc. Reference : SUBIN-GJGJ1302590401522269566992X
Purchased by : VYARA TILES LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : SELLING AND DISTRIBUTION AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : VYARA TILES LIMITED
Second Party : SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED
Stamp Duty Paid By : VYARA TILES LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



HBF

0032228449

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. There is no checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SELLING AND DISTRIBUTION AGREEMENT

FOR INITIAL PUBLIC ISSUE

OF

VYARA TILES LIMITED

(Formerly known as Vyara Tiles Private Limited)

DATED

APRIL 22ND, 2025

AMONGST

VYARA TILES LIMITED

(Formerly known as Vyara Tiles Private Limited)

(Issuer Company)

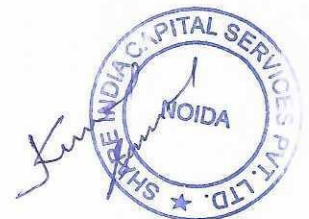
AND

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED

(Book Running Lead Manager)



A handwritten signature in blue ink, appearing to be "Sri", written below the Vyara Tiles Limited stamp.



A handwritten signature in blue ink, appearing to be "Sri", written below the Share India Capital Services Pvt. Ltd. stamp.

AGREEMENT

THIS AGREEMENT (this "AGREEMENT") made at Surat, Gujarat on 22nd April, 2025 and entered into by and between:

VYARA TILES LIMITED (Formerly known as Vyara Tiles Private Limited), a Company incorporated under the Companies Act, 1956 and having its Registered Office at 903-904, Rajhans Montessa, Nr. Le Meridian Hotel, Dumas Road, Magdalla, Surat, Gujarat - 395007 (hereinafter referred to as "**Vyara Tiles Limited**" or "**Issuer Company**") which expression shall, unless it be repugnant the context or meaning thereof be deemed to mean and include its successor; and permitted assigns, of the **FIRST PART**;

AND

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, a Company incorporated under Companies Act, 2013 and having SEBI registration number INM000012537 and having its registered office at A-15, Basement, Sector-64, Noida – 201301, Uttar Pradesh, India (hereinafter referred to as "**Book Running Lead Manager**", or "**BRLM**" 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**;

WHEREAS:

- a) The Issuer Company is proposing an Initial Public Issue of up to 44,00,000 (Forty Four Lakhs Only) Equity Shares of the Company ("**Equity Shares**") having face value of Rs. 10/- (Rupees Ten each) (the "Issued Shares") in accordance with Chapter IX of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (hereinafter referred to as the "SEBI ICDR Regulations") and applicable Indian securities laws for an Issue Size not exceeding [●] Lakhs ("Issue Size") (such public issue being hereinafter referred to as the "Issue") in accordance with the requirements of the Companies Act, the SEBI Regulations and other applicable laws.
- b) The Public issue shall be conducted through Book Built method/process, pursuant to which the shares are to be offered in the Issue.
- c) The Issuer Company has obtained approval for the Issue pursuant to the Board Resolution dated 01st March, 2025. The Issuer Company passed a special resolution under section 62 (1) (c) at the Extra Ordinary General Meeting (EGM) held on 10th March, 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, Red Herring Prospectus and the 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.
- d) The Issuer Company desires to engage the services of the BRLM for the distribution and marketing of the Issue;
- e) The BRLM possesses the necessary expertise and capabilities to provide such services effectively.

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

1. Engagement of Services

- a. The Issuer Company hereby engages the BRLM to act as its exclusive financial advisor for the Selling, distribution and marketing, of the Issue ("Services").
- b. The BRLM accepts the engagement and agrees to diligently perform the Services outlined herein.



2. Scope of Services

2.1. The BRLM shall undertake the following services ("Services"):

- a. Develop and execute comprehensive marketing and distribution strategy for the Issue, aiming to maximize investor interest and subscription.
- b. Preparation of Investor Presentations, one pagers, flyers, daily Info graphic short messages for circulation on social media.
- c. Conduct meets/ Roadshows/ virtual meets with potential Investors and Issuer Company.
- d. Advisory support throughout the issuance process, including guidance on market conditions, investor feedback, and potential adjustments to the strategy.

2.2. The BRLM shall use its best efforts and expertise to ensure the successful distribution, marketing, and underwriting of the Issue, in accordance with industry standards and regulatory requirements.

3. FEES, COMMISSIONS AND EXPENSES

3.1. In consideration of the obligations performed by the BRLM, the Issuer Company shall agree to pay an amount of 5% of the Issue Size as marketing fees and commissions as mutually agreed by the parties in respect of the obligations undertaken by them, as per the individual engagement/mandate letters. Such aggregate fee shall be paid to the BRLM or such other persons as directed by the BRLM from time to time. Furthermore, all the applicable taxes will be charged in addition to the above-mentioned fees.

3.2. The Issuer Company shall not bear any other expense or losses, if any, incurred by the BRLM in order to fulfill their respective Obligations, except for the fees/commissions etc. as mutually agreed.

4. TERMINATION

4.1. This Agreement shall commence on the date first written above and shall continue until the completion of the Services, unless terminated earlier in accordance with this Agreement.

4.2. 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.

5. NOTICES

Any notice or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, (b) sent by telefacsimile 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 18 will (x) if delivered personally or by overnight courier, be deemed given upon delivery; (y) if delivered by telefacsimile or similar facsimile transmission be deemed given when electronically confirmed; and (z) if sent by registered mail, be deemed given when received.

(i) In case of a notice to the Company at:

Mr. Mehul Padamkumar Jain (Managing Director)
903-904, Rajhans Montessa, Nr. Le Meridian Hotel
Dumas Road, Magdalla, Surat, Gujarat - 395 007
Telephone: +91 93740 01414
E-mail: mehul@vyaratiles.in



(ii) In case of a notice to Share India Capital Services Private Limited:

Mr. Kunal Bansal (Associate Vice President)

A-15, Basement, Sector-64, Noida – 201301,

Uttar Pradesh, India

Tel: +91 0120-4910000

Email: mb@shareindia.com

6. TIME IS THE ESSENCE OF THE AGREEMENT

All obligations of the Issuer Company, the BRLM, are subject to the conditions that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company or the BRLM to adhere to the time limits shall unless otherwise agreed between the Company and the BRLM, discharge the BRLM or Company of his / their obligations under the Agreement. This Agreement shall be in force from the date of execution and will expire on completion of allotment for this Issue.

7. SEVERAL OBLIGATIONS

The Issuer Company and the BRLM 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.

8. MISCELLANEOUS

The Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors. The BRLM 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 Issuer 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 BRLM.

9. 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.

10. ARBITRATION

Reference to arbitration - Any dispute arising out of this agreement between the BRLM and the Issuer 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 New Delhi, India.

11. 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.

12. 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



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and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

13. 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.

14. 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.

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

<p>For and on behalf of VYARA TILES LIMITED</p>   <p>Mehul Padamkumar Jain (Managing Director)*</p>	<p>Witness: Name: PRITESH Y. SHROFF Address: 902, ROSE-3, AAGAM HEIGHTS, MR. SARANIYA CONVENTION CENTRE, BHMRAD, SURAT- 395007 Signature P. Y. Shroff</p>
<p>For and on behalf of Share India Capital Services Private Limited</p>   <p>Kunal Bansal Associate Vice President</p>	<p>Witness: Name: Harshita Arora Address: Atar PG, Noida-201301 Signature Harshita</p>

