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Certificate Issued Date	:	20-Jul-2026 02:50 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF21674871367374Y
Purchased by	:	RAM KUMAR
Description of Document	:	Article 5 General Agreement
Property Description	:	MARKET MAKER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	POOJA LOGISTICS LIMITED
Second Party	:	SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED AMD OTHERS
Stamp Duty Paid By	:	POOJA LOGISTICS LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

THIS STAMP PAPER FORMS AN INTEGRAL PART OF MARKET MAKING AGREEMENT AMONG ("POOJA LOGISTICS LIMITED" OR "ISSUER" OR "THE COMPANY") AND ("SHARE INDIA SECURITIES LIMITED" OR "SISL" OR "MARKET MAKER-1") AND ("PRABHAT FINANCIAL SERVICES LIMITED" OR "PFSL" PR MARKET MAKER-2") OR ("SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED" OR "BOOK RUNNING LEAD MANAGER" OR "BRLM")

Logistics New Delhi

PRABHAT FINANCIAL SERVICES LTD.

Share India Securities Ltd. NOIDA

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED NOIDA

MARKET MAKING AGREEMENT

FOR INITIAL PUBLIC ISSUE OF

POOJA LOGISTICS LIMITED

AMONGST

POOJA LOGISTICS LIMITED

(formerly known as "Pooja Logistics Private Limited")

(Issuer Company)

AND

SHARE INDIA SECURITIES LIMITED

(Market Maker – 1)

AND

PRABHAT FINANCIAL SERVICES LIMITED)

(Market Maker – 2)

AND

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED

(Book Running Lead Manager)

DATED: 30TH JULY, 2026

MARKET MAKING AGREEMENT

This Market Making Agreement (hereinafter referred to as the "Agreement") is made at New Delhi on the 30th day of July, 2026 and entered into by and among:

POOJA LOGISTICS LIMITED (formerly known as "Pooja Logistics Private Limited"), a Company incorporated under the Companies Act, 1956 and having its Registered Office at 4, Community Centre, Industrial Area, Lawrence Road, Delhi 110035 **(hereinafter referred to as "Pooja Logistics Limited", "PLL" 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**;

SHARE INDIA SECURITIES LIMITED, a company incorporated under the Companies Act, 2013, having SEBI Registration No. INZ000178336, and having its registered address at Unit No. 615 and 616, 6th Floor, X-Change Plaza, Dalal Street Commercial Co-operative Society Limited, Road 5E, Block 53, Zone 5, GIFT City, Gandhinagar, Gujarat – 382355, and corporate office at A-15, Sector-64, Noida, District Gautam Buddha Nagar, Uttar Pradesh – 201301 **(hereinafter referred to as "SISL" or "Market Maker – 1")**, 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**;

PRABHAT FINANCIAL SERVICES LIMITED a company incorporated under the Companies Act, 2013, having SEBI Registration No. [INZ000169433] and having its registered office at 205, Navjeevan Complex, 29, Station Road, Jaipur, Rajasthan, 302006 **(hereinafter referred to as "[PFSL]" or "Market Maker – 2")**, 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 **THIRD PART**;

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, a Company incorporated under the Companies Act, 2013, having SEBI registration number INM000012537, and having its registered corporate office at A-25, Basement, Sector-64, Noida – 201301, Uttar Pradesh, India **(hereinafter referred to as "BRLM" or "Book Running Lead Manager")**, 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 **FOURTH PART**.

The Issuer Company, **Market Maker – 1, Market Maker – 2** and the BRLM are hereinafter collectively referred to as the "Parties" and individually as a "Party". Market Maker – 1 and Market Maker – 2 are collectively referred to as the "Market Makers".

WHEREAS:

(A) The Issuer Company proposes to make a public issue of up to 38,46,000 Equity Shares of face value of ₹10.00 (Rupees Ten Only) each, in accordance with Chapter IX of the SEBI (ICDR) Regulations, 2018, as amended, and applicable Indian securities laws, for cash at a price of ₹ [•] per Equity Share ("Issue Price") (including a premium of ₹ [•] per share) aggregating to ₹ [•] Lakhs ("The Issue").

(B) The Equity Shares to be allotted in this Public Issue comprises a net issue to the public of upto 35,76,000 Equity Shares ("Net Issue") of the Company of face value Rs. **10/-**each at an Issue Price of **[•]** each per Equity Share (including securities premium of Rs. **[•]** per equity share) aggregating to Rs. **[•] Lakhs** and reserved portion for the Market Makers aggregating upto **1,98,000** Equity Shares of the Company of face value Rs. **10**/- each at an Issue Price of Rs. **[•]** each per Equity Share (including securities premium of Rs. **[•]** per equity share) aggregating to Rs. **[•] Lakhs** and reserved portion for the employee aggregating upto 72,000 Equity Shares of the Company of face value Rs. 10/- each at an Issue Price of Rs. **[•]** each per Equity Share (including securities premium of Rs. [•] per equity share) **aggregating to Rs. [•] Lakhs**. The net issue to public shall comprise of issue to Retail Individual Investors, Qualified Institutional Buyers and Non-Institutional Investors.

(C) The Issuer Company has obtained approval for the Issue pursuant to a Board Resolution dated August 22, 2025. The Issuer Company has passed a special resolution under Section 62(1)(c) of the Companies Act, 2013 at the Extra-Ordinary General Meeting held on August 23, 2025, collectively authorising the Issuer Company's Directors, or any other authorised representatives, for the purpose of issuing and signing the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus, this Agreement, the Memorandum of Understanding, any amendments or supplements thereto, and all other writings as may be legally and customarily required in pursuance of the Issue.

(D) The Issuer Company and the BRLM have jointly decided to appoint SISL as Market Maker – 1 and PFSL as Market Maker – 2 for the specified securities of the Issuer Company. In accordance with Chapter IX of the SEBI (ICDR) Regulations, 2018, as amended, and as specified in Regulation 261 thereof, the Market Makers shall jointly and severally ensure compulsory market making in the scrip of the Issuer Company on the Designated Stock Exchange for the three-year Compulsory Market Making Period. Both Market Makers shall be registered with the Designated Stock Exchange prior to commencement of market making.

(E) **SISL (Market Maker – 1)** is a Registered Stock Broker having SEBI Registration No. INZ000178336 and has been registered as a Market Maker with the Designated Stock Exchange. **PFSL (Market Maker – 2)** is a Registered Stock Broker / Trading Member of the Designated Stock Exchange having SEBI Registration No. INZ000169433 and has also been registered / applied for registration as a Market Maker with the Designated Stock Exchange.

(F) According to Regulation 261 of the SEBI (ICDR) Regulations 2018, the BRLM being a Book Running Lead Manager to the public issue has to ensure compulsory Market Making through the stock brokers of the SME Exchange during the compulsory Market Making Period.

(G) The Issuer Company and the BRLM has jointly decided to appoint **SISL and PFSL** as a market makers in the scrip of the Company. In accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended and as specified in Regulation 261 of the said regulations and ensure compulsory market making in the scrip of the Company on the NSE Emerge for the remaining compulsory market making period. On execution of this market making agreement, SISL and PFSL will be the joint Market Makers.

(H) Each of Market Maker – 1 and Market Maker – 2 has confirmed that there is no conflict of interest arising from their respective appointments as Market Makers for this Issue, and the Issuer Company has accepted such appointments and is satisfied that no conflict of interest exists.

(I) The Issuer Company has understood the preliminary arrangements in place and agreed to such appointments, and the Parties have now therefore agreed to enter into this Agreement for the relevant matter.

NOW THEREFORE, this Agreement, witnesses, the terms and conditions agreed upon by the Market Makers, Issuer Company and the Book Running Lead Manager for the market making of the equity shares of the Issuer Company, as specified in the SEBI Regulations and the requirements of the Stock Exchange as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

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

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

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

"Allotment" shall mean the issue and allotment of Equity Shares pursuant to the Issue.

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

"Application" means an indication, during the Application Period, by a prospective investor to subscribe to the Issue Shares at the Issue Price, including all revisions and modifications thereto.

"Bid" shall mean an indication to make an issue during the Bid/Issue Period by an ASBA Bidder pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/Issue Period by an Anchor Investor, 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, 2018 and in terms of the Red Herring Prospectus and the 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 the Cut-Off Price, the Cap Price multiplied by the number of Equity Shares bid for by such Retail Individual Bidder.

"Bid cum Application Form" shall mean the Anchor Investor Application Form or the ASBA Form, as the context requires.

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

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

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

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

"Compulsory Market Making Period" shall mean the market making period starting from the date of listing of specified securities on the Designated Stock Exchange until the completion of a minimum period of three (3) years, as prescribed by Regulation 261(1) of the SEBI (ICDR) Regulations, 2018. However, in terms of Regulation 277 (Migration to the Main Board) of the SEBI (ICDR) Regulations, upon migration of the Issuer Company to the Main Board, the requirement of compulsory market making shall cease and the Compulsory Market Making Period shall stand terminated to that extent.

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

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

"Designated Stock Exchange" shall mean the NSE Emerge platform of National Stock Exchange of India Limited or the BSE SME platform of BSE Limited, as applicable to this Issue and as confirmed in the Draft Red Herring Prospectus/Prospectus.

"Distribution Table" shall mean Schedule B to this Agreement, setting out the respective allocation of the Market Maker Reservation Portion and the market making fee between Market Maker – 1 and Market Maker – 2.

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus of the Issuer Company filed with the Designated Stock Exchange in accordance with Section 32 of the Companies Act, 2013.

"Indemnified Party" shall have the meaning given to such term in Clause 8 of this Agreement.

"Indemnifying Party" shall have the meaning given to such term in Clause 8 of this Agreement.

"Individual Investors" Individual Investor, submitting Bids, who applies for minimum application size for two lot . Provided that the minimum application size shall be above ₹2,00,000/- (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs).

"Issue" shall mean the initial public issue of up to 38,46,000 Equity Shares of face value of ₹10.00 (Rupees Ten Only) each, in accordance with Chapter IX of the SEBI (ICDR) Regulations, 2018 and applicable Indian securities laws.

"Issue Agreement" shall mean the Issue Agreement dated August 25, 2025 entered between the Issuer Company and the BRLM.

"Issue Price" shall mean ₹ [•] per Equity Share (including a share premium of ₹ [•]), as determined in accordance with the Book Building Process and as disclosed in the Red Herring Prospectus.

"Market Maker – 1" shall mean Share India Securities Limited (SISL), having SEBI Registration No. INZ000178336, registered as a Market Maker ~~with the~~ Designated Stock Exchange.

"Market Maker – 2" shall mean Prabhat Financial Services Limited (PFSL), having SEBI Registration No. INZ000169433, registered / to be registered as a Market Maker with the Designated Stock Exchange.

"Market Makers" shall mean Market Maker – 1 and Market Maker – 2 collectively.

"Market Maker Reservation Portion" shall mean the reserved portion for the designated Market Makers of such number of Equity Shares of face value of ₹10/- each, being not less than five per cent (5%) of the number of Equity Shares offered to the public in this Issue, as required under Regulation 261, sub-regulation (4) of the SEBI (ICDR) Regulations, 2018. The distribution of the Market Maker Reservation Portion between Market Maker – 1 and Market Maker – 2 shall be as set out in the Distribution Table (Schedule B).

"Non-Institutional Applicants/Bidders" All Bidders, including FPIs other than individuals, corporate bodies and family offices, registered with SEBI that are not QIBs (including Anchor Investors), or Individual Investors, Eligible Employees Bidding in the Employee Reservation Portion who have Bid for Equity Shares for an amount of more than ₹2,00,000/- (but not including NRIs other than Eligible NRIs, QFI other than Eligible QFIs and Market Maker).

"Offer Documents" shall mean, collectively, the Draft Red Herring Prospectus, the Red Herring Prospectus, the Application Form, the Prospectus, any supplemental issue materials, and all supplements, corrections and amendments thereto.

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

"Pricing Date" shall mean the date on which the Issuer Company, in consultation with the Book Running Lead Manager, will finalise the Issue Price.

"Prospectus" shall mean the Prospectus of the Issuer Company filed with the Designated Stock Exchange, SEBI and ROC in accordance with Section 32 of the Companies Act, 2013, after obtaining in-principle listing approval but before opening the Issue.

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

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

"Registrar" or "Registrar to the Issue" Registrar to the Issue, in this case being Maashitla Securities Private Limited

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

"SEBI Act" shall mean the Securities and Exchange Board of India Act, 1992, as amended from time to time.

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

"Underwriter" or "BRLM" or "Book Running Lead Manager" means "Share India Capital Services Private Limited" or "SICSPL".

"Co-Underwriter" or "[TCAPL]" means Turnaround Corporate Advisors Private Limited or "TCAPL".

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- Words denoting the singular shall include the plural and vice versa;
- Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- Headings and bold typeface are for convenience only and shall be ignored for the purposes of interpretation;
- References to the word "include" or "including" shall be construed without limitation;

- References to this Agreement or to any other agreement, deed or instrument shall be construed as references to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented or noted;
- A reference to an article, section, paragraph or schedule of this Agreement is, unless indicated to the contrary, a reference to an article, section, paragraph or schedule of this Agreement;
- Reference to any Party shall, in the case of an individual, include his or her legal heirs, executors or administrators and in any other case include its successors or permitted assigns;
- Reference to a document includes any amendment or supplement to, or replacement or novation of, that document; and
- Capitalised terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus.

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

2. MARKET MAKING

On the basis of the representations and warranties contained in this Agreement and subject to its terms and conditions, Market Maker – 1 and Market Maker – 2 hereby jointly and severally agree to ensure Market Making in the Equity Shares of **Pooja Logistics Limited** in the manner and on the terms and conditions contained in this Agreement and as set out below:

2.1 Market Maker – 1 and Market Maker – 2 shall jointly subscribe to the Market Maker Reservation Portion in the proportion set out in the Distribution Table (Schedule B), on a firm basis, and shall pay the amounts as specified in the Red Herring Prospectus and Prospectus. Neither Market Maker – 1 nor Market Maker – 2 shall withdraw its application for its respective portion of the Market Maker Reservation Portion.

2.1.1 Ensure Market Making in the Equity Shares of **Pooja Logistics Limited** in the manner and on the terms and conditions contained in this Agreement, and as specified by SEBI and the Designated Stock Exchange from time to time.

2.1.2 The Market maker shall comply with the net worth adequacy requirement specified by the Stock Exchange and SEBI regarding this matter from time to time.

2.2 Each of Market Maker – 1 and Market Maker – 2 shall independently be required to provide a 2-way quote for at least 75% of the time in a day during the Compulsory Market Making Period. The same shall be monitored by the Designated Stock Exchange. Further, each Market Maker shall inform the Exchange in advance for each and every black-out period when the quotes are not being offered by Market Makers.

2.3 The prices quoted by Market Maker – 1 and Market Maker – 2 shall independently be in compliance with the Market Maker spread requirements and other particulars as specified by the Designated Stock Exchange and SEBI from time to time.

2.4 In terms of SEBI Circular No. CIR/MRD/DSA/31/2012 dated November 27, 2012, as amended from time to time, or as consolidated under any subsequent SEBI circular or Master Circular, the Market Maker shall be exempt from providing buy quote on attaining the prescribed threshold limits (including the mandatory allotment of 5% of Equity Shares of the Issue). Further, the Market Maker can offer buy quotes only after the Market Maker complies with prescribed re-entry threshold limits. Only those Equity Shares which have been acquired by the Market Maker on the platform of the SME Exchange during market making process shall be counted towards the Market Maker's threshold. The Market Maker shall be required to provide two-way quotes during the first three months of the market making irrespective of the level of holding.

2.5 The minimum depth of the quote by each Market Maker shall be ₹1,00,000/- (Rupees One Lakh Only). However, investors with holdings of value less than ₹1,00,000/- shall be allowed to offer their holding to either Market Maker in that scrip, provided that such investor sells the entire holding in one lot along with a declaration to that effect to the selling broker.

2.6 There shall be no exemption/ threshold on downside. However, in the event the Market Maker exhausts its inventory through market making process, the concerned Stock Exchange may intimate the same to SEBI after due verification.

2.7 The Market Maker shall not sell lots less than the minimum contract size allowed for trading on the NSE Emerge and the same may be changed by the NSE Emerge from time to time.

2.8 The shares of the Issuer Company will be traded in a continuous trading session from the time and day the Issuer Company gets listed on the Designated Stock Exchange, and both Market Makers will remain present as per the guidelines issued by the Designated Stock Exchange and SEBI from time to time.

2.9 Execution of the order at the quoted price and quantity must be guaranteed by the Market Maker, for the quotes given by them.

2.10 The shares of the Company will be traded in continuous trading session from the time and day the Company gets listed on NSE Emerge and market maker will remain present as per the guidelines mentioned under NSE and SEBI circulars.

2.11 Each of Market Maker – 1 and Market Maker – 2 shall start providing quotes from the day of listing / the day when designated as a Market Maker for the relevant scrip, and shall be subject to the guidelines laid down for market making by the Designated Stock Exchange and SEBI circulars.

2.12 On the first day of listing, there will be a pre-opening session (call auction) and thereafter trading shall happen as per equity market hours. The circuits shall apply from the first day of listing on the price discovered during the pre-open call auction. The securities of the Issuer Company will be placed in the Trade-for-Trade (TFT) settlement segment / SPOS segment for the first ten (10) trading days from the date of commencement of trading on the Designated Stock Exchange. Each Market Maker may also be present in the opening call auction on the first day of listing, but there is no obligation to do so.

2.13 There will be special circumstances under which a Market Maker may be allowed to withdraw temporarily/fully from the market — for instance, due to system problems or any other problems. All controllable reasons require prior approval from the Exchange, while force-majeure will be applicable for non-controllable reasons. The decision of the Exchange for deciding controllable and non-controllable reasons shall be final.

2.14 Neither Market Maker – 1 nor Market Maker – 2 shall buy the Equity Shares from the Promoters or persons belonging to the promoter group of **Pooja Logistics Limited**, or any person who has acquired shares from such promoter or person belonging to the promoter group, during the Compulsory Market Making Period.

2.15 The promoters' holding in **Pooja Logistics Limited** Equity Shares shall not be eligible for offering to any Market Maker during the Compulsory Market Making Period. However, the promoters' holding which is not locked-in as per the SEBI (ICDR) Regulations can be traded with prior permission of the Designated Stock Exchange, in the manner specified by SEBI from time to time.

2.16 The Book Running Lead Manager may, subject to mutual agreement with the Issuer Company and in compliance with Regulation 261(8) of the SEBI (ICDR) Regulations, 2018, be represented on the board of directors of the Issuer Company during the Compulsory Market Making Period. Such representation shall not be construed as an unconditional right of the Book Running Lead Manager.

2.17 Neither Market Maker – 1 nor Market Maker – 2 shall be responsible to maintain the price of the Equity Shares of the Issuer Company at any particular level. The Market Makers are purely supposed to facilitate liquidity on the counter of **Pooja Logistics Limited** via their respective 2-way quotes. The price of the Equity Shares shall be determined and shall be subject to market forces.

2.18 The BRLM, if required, has a right to appoint a nominee director on the Board of the Issuer any time during the Compulsory Market Making period provided it meets requirements of the SEBI ICDR Regulations.

2.19 Once registered as a Market Maker, he has to act in that capacity for a period as mutually decided between the Book Running Lead Manager and Market Maker. Once registered as a Market Maker, he has to start providing quotes from the day of the listing/the day when designated as the Market Maker for the respective scrip and shall be subject to the guidelines laid down for market making by the Stock Exchange.

2.20 The Market Maker shall have the right to terminate said arrangement by giving a One-month notice or on mutually acceptable terms to the Book Running Lead Manager, who shall then be responsible to appoint a replacement Market Maker.

2.21 In case of termination of the above-mentioned Market Making agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the Book Running Lead Manager to arrange for another Market Maker in replacement during the term of the notice period being served by the Market Maker but prior to the date of releasing the existing Market Maker from its duties in order to ensure compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, 2018. Further our Company and the Book Running Lead Manager reserve the right to appoint other Market Makers either as a replacement of the current Market Maker or as an additional Market Maker subject to the total number of Designated Market Makers not exceeding five (5) or as specified by the relevant laws and regulations applicable at that particular point of time. The Market Making Agreement is available for inspection at our Registered Office from 11.00 a.m. to 5.00 p.m. on working days.

2.22 Risk Containment Measures: The Designated Stock Exchange will have all margins which are applicable on its Main Board viz., Mark-to-Market, Value-At-Risk (VAR) Margin, Extreme Loss Margin, Special Margins and Base Minimum Capital etc., applicable separately and independently to Market Maker – 1 and Market Maker – 2. The Designated Stock Exchange may impose any other margins as deemed necessary from time to time.

2.23 Punitive Action in case of default by Market Maker(s): NSE Emerge will monitor the obligations on a real time basis and punitive action will be initiated for any exceptions and/or non- compliances. Penalties/ fines may be imposed by the Exchange on the Market Maker, in case he is not able to provide the desired liquidity in a particular security as per the specified guidelines. These penalties/ fines will be set by the Exchange from time to time. The Exchange will impose a penalty on the Market Maker in case it is not present in the market (offering two-way quotes) for at least 75% of the time. The nature of the penalty will be monetary as well as suspension in market making activities/ trading membership.

The Department of Surveillance and Supervision of the Exchange would decide and publish the penalties / fines/ suspension for any type of misconduct/ manipulation/ other irregularities by the Market Maker from time to time.

Any punitive action in case of default by market maker, **Both the Market Makers** will take responsibility for punitive action and penalty from the date of listing and till the period of compulsory Market Making period. Any penalty, fine, or other liability arising from any non-compliance or irregularity during the Market Maker period shall be jointly borne by both Market Makers in such proportion and for such period as may be mutually agreed between them in writing. If either Market Maker pays any such penalty, fine, or other amount on behalf of both Market Makers or in excess of its agreed share, the other Market Maker shall promptly reimburse and compensate the paying Market Maker to the extent of its agreed share, in accordance with the mutual understanding between the Parties.

2.24 Pursuant to SEBI Circular number CIR/MRD/DSA/31/2012 dated November 27, 2012, limits on the upper side for market maker(s) during market making process has been made applicable, based on the issue size and as follows:

Issue Size	Buy quote exemption threshold (including mandatory initial inventory of 5% of the Issue	Re-Entry threshold for buy quote (including mandatory initial inventory of 5% of the Issue Size)
Up to Rs.20 Crore	25%	24%
Rs.20 to Rs.50 Crore	20%	19%
Rs.50 to Rs.80 Crore	15%	14%
Above Rs.80 Crore	12%	11%

3. REPRESENTATIONS AND WARRANTIES BY MARKET MAKERS

3.1 In addition to any representation of the Market Makers under the Underwriting Agreement or the Registration Documents filed with the SME Platform of National Stock Exchange of India Limited (NSE EMERGE), the Market Makers 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 Market Makers.

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

d. It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the NSE Emerge with respect to Market Making in general and Market Making in the shares of **Pooja Logistics Limited** in specific.

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.

f. Market Maker shall comply with all applicable bye-laws, laws, rules, guidelines and regulations for the term of this Agreement;

g. In case of any regulatory action or investigation on Market Maker, which if materialized, may negatively and substantially impact the financial position of the Market Maker or may result in suspension/cancellation of license of the Market Maker, the Market Maker shall inform the Issuer and the BRLM in advance about such action/investigation.

3.2 The Market Makers acknowledge their obligation to promptly notify the Book Running Lead Manager and NSE Emerge upon becoming aware of any breach of any representation or warranty.

4. REPRESENTATIONS AND WARRANTIES BY THE BOOK RUNNING LEAD MANAGER

4.1 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 authorise the signing and delivery of this Agreement;
(b) the signing and delivery of this Agreement and compliance herewith 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 Designated Stock Exchange with respect to the role of the Book Running Lead Manager in the market making process; and
(e) it shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.

4.2 The Book Running Lead Manager acknowledges that it is under a duty to notify both Market Makers and the Designated Stock Exchange immediately in case it becomes aware of any breach of a representation or warranty.

4.3 Notwithstanding the representations and warranties set out above, the Book Running Lead Manager shall not be responsible for market price movements and the orders which would be executed by Market Maker – 1 or Market Maker – 2 in the scrip of the Issuer Company. As per the SEBI (ICDR) Regulations, 2018, the responsibility of the Book Running Lead Manager shall be to ensure the continuity of market making for the minimum period specified thereunder, and the Book Running Lead Manager shall not in any way get involved in day-to-day trading, pricing or similar operational matters of market making.

5. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

5.1 In addition to any representations of the Issuer Company under the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus and Underwriting Agreement, the Issuer Company hereby represents and warrants that:

(a) it has taken all necessary actions to authorise the signing and delivery of this Agreement;
(b) the signing and delivery of this Agreement and compliance herewith does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Issuer 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 SEBI and the Designated Stock Exchange with respect to its role in the market making process;
(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; and
(f) it shall comply with the Listing Agreement and the provisions of the SEBI Act, 1992 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and all Regulations made thereunder, as applicable from time to time.

6. CONDITIONS TO THE MARKET MAKERS' OBLIGATIONS

6.1 The obligations of each of Market Maker – 1 and Market Maker – 2 under this Agreement are subject to the following conditions:

(a) 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 Designated Stock Exchange or any other governmental, regulatory or judicial authority that, in the judgment of the relevant Market Maker, is material and adverse and that makes it, in the judgment of the relevant Market Maker, impracticable to carry out market making.
(b) The representations and warranties of the BRLM and the Issuer Company contained in this Agreement shall be true and correct on and as of the Listing Date and both such parties shall have complied with all conditions and obligations under this Agreement and the Underwriting Agreement on their part to be performed or satisfied on or before the Listing Date.
(c) Each Market Maker shall have received evidence satisfactory to it that the Issuer Company has been granted final listing approval by the Designated Stock Exchange and that such approvals are in full force and effect as of the Listing Date.
(d) The Market Maker shall have received evidence satisfactory to them that the Equity Shares have been granted final listing approval by the SME portal of the Designated Exchange and that such approvals are in full force and effect as of the Listing Date.
(e) Subsequent to the Listing Date and without having served the notice period required to terminate this Agreement, neither Market Maker shall be released from its obligations in any situation, except for technical failures or a Force Majeure Event. In case of a technical failure or force majeure event occurring due to a Market Maker's own systems, such Market Maker shall inform the Book Running Lead Manager, the Issuer Company and the Designated Stock Exchange immediately and take necessary actions to correct such failure upon discovery.

6.2 If any condition specified in Clause 6.1 shall not have been fulfilled when and as required to be fulfilled, the Agreement may be terminated by the relevant Market Maker by written notice to the BRLM any time on or prior to the Listing Date; provided, however, that Clauses 3, 4, 5, 6.3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall survive the termination of this Agreement.

Prior to the listing date, the Issuer Company shall furnish to the Market Maker such further information, certificates, documents and materials as the Market Maker shall reasonably request in writing.

6.3 In case of termination of this Agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the Book Running Lead Manager to arrange for another Market Maker during the term of notice period being served by the Market Maker but prior to the date of releasing the existing Market Maker from its duties in order to ensure compliance with the requirements of regulation 261 of the SEBI ICDR Regulations. In such a case, a revised agreement like this one shall have to be entered into and this too shall be the responsibility of the Book Running Lead Manager. However, certain terms and conditions may be modified on mutual consent of the Issuer and the Book Running Lead Manager, subject to such modifications being legal and allowed under the then applicable laws, rules and regulations.

7. MARKET MAKING FEES AND OTHER RELATED ARRANGEMENTS

7.1 The Issuer Company shall pay to the Market Maker the fees and commissions as per Schedule A in respect of the obligations undertaken by the Market Maker to ensure that there is an active Market Making in the Equity Shares of the Issuer Company as required under the SEBI (ICDR) Regulations 2018. Such aggregate fees shall be divided in the manner set forth in Schedule A and will be paid to the Market Maker or such other persons, as may be applicable as directed by the Book Running Lead Manager from time to time.

7.2 The Issuer Company and/or Book Running Lead Manager shall not bear any other expenses or losses, if any, incurred by the Market Maker in order to fulfill their market making obligations, except for the fees/commissions etc. mentioned in Schedule A of this Agreement.

7.3 The Market Maker – 1 or Market Maker – 2 may, if so required, demand an interest-free good faith deposit from the Issuer Company up to a maximum of ten per cent (10%) of the total Issue Size. If the Issuer Company agrees to provide the same, the BRLM shall facilitate such transaction and ensure fair dealing. Such deposit shall remain refundable and shall be refunded upon the retirement or termination of the respective Market Maker.

7.4 The Issuer shall take steps to pay the Market Maker's fees as per the engagement letter entered into with the Market Maker.

8. INDEMNITY

The Market Makers shall indemnify and keep indemnified the Issuer Company (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to the Offer/Issue subscription, trading, liquidity and failure to make minimum market requirement from time to time. Provided however that the Market Maker will not be liable to the Issuer Company to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from the Issuer Company, as the case may be, bad faith or gross negligence or willful misconduct, illegal or fraudulent acts, in performing the services under this Agreement. 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, charge, demand or action or other proceedings. Notwithstanding anything contained in this Agreement, Market Maker's total liability (direct or indirect) under this Agreement shall be limited only to the extent of Market Making Fee paid by the Issuer Company;

The Issuer Company shall indemnify and keep indemnified, the Book Running Lead Manager, Underwriters and Market Makers for its account and their respective Affiliates, and all the respective directors, officers, employees, professionals, duly authorized agents and Controlling Person (each party being referred to as an "**Indemnified Party**") from and against any and all losses, liabilities, cost, claims, charges, actions, proceedings, damages, expenses or demands which they (or of them) incur or which is made against them (or any of them) as a result of or arising out of or in relation to misrepresentation of any material facts contained in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus or omission or alleged omission there from of a material fact necessary in order to make the statements therein, in 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 any bad faith, dishonesty, illegal or fraudulent acts or the wilful default or gross negligence on the part of the Company. Such indemnity will extend to include all reasonable cost, charges and 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 Company will not be liable to the Book Running Lead Manager, Underwriters and Market Makers to the extent that any loss, claim, damage or liability is found in a judgment by court to have resulted solely and directly from any of the Underwriters severally, as the case may be, bad faith or gross negligence or wilful misconduct, illegal or fraudulent acts, in performing the service under the agreement.

9. TERM AND TERMINATION

9.1 The engagement of each of Market Maker – 1 and Market Maker – 2 shall commence with effect from the date of this Agreement and shall, unless terminated earlier, remain in force for a minimum period of three (3) years from the date of listing of the Equity Shares pursuant to the Issue. Once each Market Maker is registered with the Designated Stock Exchange, it shall mandatorily act as a Market Maker for a minimum period of three (3) months plus one (1) month's notice to the Designated Stock Exchange before de-registration or termination. In case either Market Maker gets de-registered within three (3) years from the date of listing, the Book Running Lead Manager shall be responsible to appoint a replacement Market Maker on mutually acceptable terms. The remaining Market Maker's obligations under this Agreement shall continue unaffected.

9.2 Either Market Maker shall be allowed to terminate its obligations under this Agreement by giving a written notice to the BRLM, one (1) month prior to the date from which it wishes to discontinue its services, and simultaneously notifying the Designated Stock Exchange in accordance with applicable exchange regulations. Provided, however, that if the BRLM agrees to the same, the notice period may be reduced. Provided further that the outgoing Market Maker may be replaced with a successor Market Maker acceptable to the Designated Stock Exchange, the BRLM and the Issuer Company.

9.3 Notwithstanding Clause 9.2, the BRLM may terminate the engagement of a Market Makers with immediate effect in case of a material event pertaining to such Market Maker, which in the view of the BRLM, affects the ability of such Market Maker to carry out its obligations or negatively affects the goodwill of the Issuer Company. Termination of one Market Maker shall not result in termination of this Agreement or of the other Market Maker's obligations.

9.4 The BRLM shall have a right to terminate the engagement of a Market Maker under this Agreement if such Market Maker is unable to get itself empanelled with the Designated Stock Exchange as a Market Maker within seven (7) days from the date of execution of this Agreement.

9.5 The BRLM agrees to consult with the relevant Market Maker, to the extent practicable, prior to exercising its right to terminate under Clause 9.3, it being acknowledged that such exercise is at the absolute discretion of the BRLM.

9.6 In case of termination of the engagement of a Market Maker prior to the completion of the Compulsory Market Making Period, it shall be the responsibility of the BRLM to arrange another Market Maker in replacement during the term of the notice period, in order to ensure compliance with Regulation 261 of the SEBI (ICDR) Regulations, 2018. In such a case, a revised / supplemental agreement shall have to be entered into and this too shall be the responsibility of the BRLM. Certain terms and conditions may be modified on mutual consent of the Issuer Company and the BRLM, subject to compliance with applicable laws, rules and regulations.

9.7 It is agreed between the Parties hereto that in the event of the Issuer Company migrating to the Main Board of the Designated Stock Exchange during the Compulsory Market Making Period, this Agreement shall stand terminated and neither Market Maker shall be obliged to provide any further market making services to the Issuer Company.

10. NOTICES

Any notices or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, or (b) sent by telefacsimile/fax or other similar facsimile transmission, (c) sent by registered mail, postage prepaid, to the address of the respective Party specified below, or to fax number given below or any other number as may be designated in writing by such Party from time to time. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause 10 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by telefacsimile/fax or other similar facsimile transmission, be deemed to be given electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

NOTICE DETAILS	
If to the Issuer Company:	POOJA LOGISTICS LIMITED Attn: Mr. Deepak Khanna Address: 4, Community Centre, Industrial Area, Lawrence Road, Delhi 110035 Telephone: +91 9811484046 Email: cs.legal@poojalogistics.in
If to Market Maker – 1:	**Share India Securities Limited** Attn: Mr. Vikas Agarwal (Company Secretary and Compliance Officer) Address: Unit No. 615 and 616, 6th Floor, X-Change Plaza, Road 5E, Block 53, Zone 5, GIFT City, Gandhinagar, Gujarat – 382355 Telephone: 0120-4910000 Email: info@shareindia.com
If to Market Maker – 2:	**Prabhat Financial Services Limited** Attn: Mr. Shri Prakash Kabra Address: 205, Navjeevan Complex, 29, Station Road, Jaipur, Rajasthan, 302006 Telephone: 0141-4162029 Email: pfslindia@hotmail.com
If to the Book Running Lead Manager:	**Share India Capital Services Private Limited** Attn: Mr. Kunal Bansal (Vice President) Address: A-25, Basement, Sector-64, Gautam Buddha Nagar, Noida – 201301, Uttar Pradesh, India Telephone: 0120-6483000 Email: mb@shareindia.com

11. TIME IS THE ESSENCE OF THE AGREEMENT

All obligations of the Issuer Company, Market Maker – 1, Market Maker – 2 and the BRLM are subject to the condition that time, wherever stipulated, shall be of the essence of this Agreement. Consequently, any failure on the part of the Issuer Company or either Market Maker to adhere to the time limits shall, unless otherwise agreed, discharge the defaulting party of its obligations under this Agreement. This Agreement shall be in force from the date of execution and shall remain in full force and effect until the completion of the Compulsory Market Making Period (i.e., a minimum period of three (3) years from the date of listing of the specified securities on the Designated Stock Exchange), unless earlier terminated in accordance with Clause 10 hereof.

12. SEVERAL OBLIGATIONS

NOIDA

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The Issuer Company, Market Maker – 1, Market Maker – 2 and the BRLM acknowledge and agree 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. The obligations of Market Maker – 1 and Market Maker – 2 are separate, distinct and independent of each other. Neither Market Maker shall be liable for the acts, omissions or defaults of the other.

13. MISCELLANEOUS

The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

The Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors. The Market Maker and BRLM shall not assign or transfer any of its respective rights or obligations under this Agreement or purport to do so without the written consent of the other Parties.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. The Courts and Tribunals in New Delhi shall have supervisory jurisdiction over arbitration proceedings under this Agreement to the extent permitted by the Arbitration and Conciliation Act, 1996.

15. ARBITRATION

If any dispute, difference or claim arises between the Parties (the "Disputing Parties") in connection with the validity, interpretation, implementation or alleged breach of the terms of this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through mutual negotiation within fifteen (15) business days after a written request. If the dispute is not so resolved, it shall be referred for final resolution to a sole arbitrator appointed by agreement between the Disputing Parties within ten (10) business days of a written notice proposing a named arbitrator, or, if there is no such agreement, to a panel of three (3) arbitrators — one to be appointed by the Market Makers jointly (or, failing agreement, one each by Market Maker - 1 and Market Maker - 2 respectively), one to be appointed by the BRLM and the Issuer Company jointly, and the third to be appointed by the two appointed arbitrators, in accordance with Section 11 of the Arbitration and Conciliation Act, 1996.

All proceedings shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, in English, with the seat and venue of arbitration in Delhi, India.

The arbitrator shall give a reasoned decision or award, including as to costs, which shall be final and binding on the Parties. Each Party shall bear and pay its own costs in connection with the arbitration proceedings, except as may be otherwise determined by the arbitrator.

16. 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.

17. SEVERABILITY/ ILLEGALITY

If any provision of this Agreement is determined 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 case any provision of this Agreement conflicts with any provision of law including SEBI ICDR Regulations, the latter shall prevail.

18. 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.

19. CUMULATIVE REMEDIES

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

20. 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 BRLM.

The undersigned hereby certify and consent to act in their respective capacities to the aforesaid Issue and to their name being inserted as such in the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus and Information Memorandum, and hereby authorise the Issuer Company to deliver this Agreement to the Designated Stock Exchange, ROC and SEBI.

21. CONFIDENTIALITY

The Parties shall keep all information confidential which will be shared by the other Parties during the course of this Agreement and shall not disclose such confidential information to any third party without prior permission, except where such information is in the public domain or when required by law, regulation or legal process or statutory requirement. The terms of this confidentiality Section shall survive the termination of the Agreement.

22. CONFLICTS OF INTEREST

The Market Maker does not have any conflict of interest with the Issuer, except to the extent of its proposed shareholding in the Issuer, by virtue of being the Market Maker to this Agreement. Such appointment of Market Maker is in compliance with all the applicable provisions of the SEBI Act, 1992 and related regulations.

The BRLM and each of the Market Makers also hereby certifies and consents to act as Book Running Lead Manager and Market Maker to the aforesaid Public Issue and to their name being inserted as Book Running Lead Manager and Market Maker in the Issue Documents and hereby authorize the Issuer Company to deliver this Agreement to SEBI and the Designated Stock Exchange.

IN WITNESS WHEREOF

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

PARTY	WITNESS
For and on behalf of **POOJA LOGISTICS LIMITED** **(formerly known as "Pooja Logistics Private Limited")** (Issuer Company) Authorised Signatory: Mr. Deepak Khanna Designation: Managing Director DIN: 05130667	Name: ASHISH BISHT Address: A-89, T-2, DILSHAD COLONY, DELHI-110095 Signature:
For and on behalf of **SHARE INDIA SECURITIES LIMITED** (Market Maker – 1) Authorised Signatory: Mr. Vikas Agarwal Designation: Company Secretary and Compliance Officer	Name: Esha Agarwal Address: Sector 64, Noida Signature:
For and on behalf of **PRABHAT FINANCIAL SERVICES LIMITED** (Market Maker – 2) Authorised Signatory: Mr. Shri Prakash Kabra Designation: Director DIN: 00450754	Name: SURBHI AGRAWAL Address: 212, Navjeevan Complex, Station Road, Jaipur - 302006 Signature:
For and on behalf of **SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED** (Book Running Lead Manager) Authorised Signatory: Mr. Kunal Bansal Designation: Vice President	Name: Shilpi Address: Noida, UP Signature: Shilpi

SCHEDULE A

MARKET MAKING FEES PAYABLE BY THE ISSUER COMPANY TO THE MARKET MAKERS

(1) The Issuer Company shall pay a fee of ₹10,00,000/- (Rupees Ten Lakhs only) to each Market Maker, i.e., ₹10,00,000/- to Market Maker – 1 and ₹10,00,000/- to Market Maker – 2, for a period of three (3) years from the date of listing. The fee shall be payable in advance at the time of listing.

(2) All applicable taxes (including GST) will be additional and shall be borne by the Issuer Company.

(3) Any other claims or other documentation and miscellaneous expenses will be borne by the Issuer Company alone and that the total cost of the Issuer Company and / or Book Running Lead Manager for availing his market making Services shall be such amount as may be agreed by the parties in Clause 1.

(4) The above-mentioned fees or terms may be changed and modified, subject to mutual written consent of all the Parties, at any time from the date of signing of this Agreement.

SCHEDULE B

DISTRIBUTION TABLE

(Distribution of Market Maker Reservation Portion and Market Making Fee between Market Maker – 1 and Market Maker – 2)

Sr. No.	Particulars	Market Maker – 1 (Share India Securities Limited)	Market Maker – 2 ([•]) Prabhat Financial Services Limited
1	Total Issue Size (No. of Equity Shares)	38,46,000	38,46,000
2	Total Market Maker Reservation Portion (minimum 5% of Issue as per Reg. 261(4) SEBI ICDR 2018)	[99,600] Equity Shares (50.3%)	[98,400] Equity Shares (49.7%)
3	Face Value per Equity Share	₹10/-	₹10/-
4	Issue Price per Equity Share	₹[•]/-	₹[•]/-
5	Aggregate Value of Market Maker Reservation Portion	₹[•] Lakhs	₹[•] Lakhs
6	Market Making Fee (lump sum for 3 years)	₹10,00,000	₹10,00,000
7	Ratio of Market Maker Reservation Portion Allocation	50.3%	49.7%
8	Ratio of Market Making Fee Sharing	50%	50%
9	SEBI Registration No. (Stock Broker / Trading Member)	INZ000178336	INZ000169433
10	Market Maker Registration No. with National Stock Exchange of India	INZ000178336	INZ000169433
11	Contact Person	Mr. Vikas Agarwal	Mr. Shri Prakash Kabra
12	Telephone No.	0120-4910000	0141-4162029
13	Email Address	info@shareindia.com	pfslindia@hotmail.com

Note: The allocation of the Market Maker Reservation Portion between Market Maker – 1 and Market Maker – 2, as set out above, is subject to the aggregate Market Maker Reservation Portion not being less than five per cent (5%) of the total number of Equity Shares proposed to be listed on the Designated Stock Exchange, in compliance with Regulation 261, sub-regulation (4) of the SEBI (ICDR) Regulations, 2018. Any change in the above distribution shall require the prior written consent of all Parties and shall be disclosed in the Red Herring Prospectus/ Prospectus.

Prabhat Financial Services Ltd. NOIDA Share India Securities Ltd. Share India Capital Services Pvt. Limited NOIDA