भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2026

FB 862499

जिल्हा कोषागार कार्यालय ठाणे

जिल्हा कोषागार कार्यालय ठाणे

18 AUG 2026

प्रमुख लिपीक // लिपीक

This Stamp paper forms an integral part of the Market Making Agreement entered by and between Om Galaxy Limited and Indorient Financial Services Limited and Aikyam Capital Private Limited dated 27th August, 2026.

भारतीय गैर न्यायिक

भारत INDIA

500

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FB 862478

जिल्हा कोषागार कार्यालय ठाणे

जिल्हा कोषागार कार्यालय ठाणे

3 AUG 2026

मुद्रांक प्रमुख लिपीक / लिपीक

This Stamp paper forms an integral part of the Market Making Agreement entered by and between Om Galaxy Limited and Indorient Financial Services Limited and Aikyam Capital Private Limited dated 27th August, 2026

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ 89AB 532334

10 AUG 2026

जिल्हा कोषागार

जिल्हा कोषागार कार्यालय

27 JUL 2026

प्रमुख लिपीक / लिपीक

This Stamp paper forms an integral part of the Market Making Agreement entered by and between Om Galaxy limited and Indorient Financial Services limited and Aikyam Capital Private limited dated 27th August, 2026.

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ 89AB 532335

10 AUG 2026

जिल्हा कोषागार कार्यालय ठाणे

27 JUL 2026

This Stamp paper forms an integral part of the Market Making Agreement entered by and between Om Galaxy Limited and Indorient Financial Services Limited and Aikyam Capital Private Limited dated 27th August, 2026.

DATED AUGUST 27, 2026

MARKET MAKING AGREEMENT

AMONGST

OM GALAXY LIMITED (“ISSUER” OR THE “COMPANY”)

AND

INDORIENT FINANCIAL SERVICES LIMITED (“**BOOK RUNNING LEAD MANAGER**” **or** “**BRLM**”)

AND

AIKYAM CAPITAL PRIVATE LIMITED (“**MARKET MAKER”)**

MARKET MAKING AGREEMENT

This Market Making Agreement is made at Vasai, Maharashtra on this 27th day of August 2026 by and amongst:

OM GALAXY LIMITED, a company incorporated under the Companies Act, 1956, having corporate identity number U33127MH2008PLC187382 and having its Registered Office at 4/5/6 Blue Chip No 5, Industrial Estate, Sativali Road, Village Valiv, Vasai, Thane, Maharashtra - 401208, India (hereinafter referred to as the "**Company**" or "Issuer, which expression shall, unless it is be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART;**

AND

INDORIENT FINANCIAL SERVICES LIMITED, a company incorporated under the Companies Act, 1956 bearing corporate identity number U67190DL1993PLC052085 and having its registered office at Suite No. 2, Ground Floor, Plot No. 23, Block 127, Hanuman Road, Connaught Place, Central Delhi, New Delhi-110001 and acting through its corporate office at B/805, Rustomjee Central Park, Andheri Kurla Road, Chakala, Mumbai – 400093, Maharashtra, 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;**

AND

AIKYAM CAPITAL PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 bearing corporate identity number U67100MH2022PTC394087 and having its registered office at 1203, Level 12, Lotus Link Square, Near D.N. Nagar Metro Station, D.N. Nagar, New Link Road, Andheri (West), Mumbai, Maharashtra – 400053, India (hereinafter referred to as "**Market Maker"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

*(Company, Book Running Lead Manager and Market Maker are collectively referred to as the "**Parties**" and individually as a "**Party**".)*

WHEREAS:

A. The Company proposes to undertake an initial public offering of the equity shares of the Company bearing face value of ₹ 5 each (the "**Equity Shares**") comprising a fresh issue of upto 1,16,67,200 equity shares (the "**Issue**"), in accordance with the Companies Act, 2013 and the rules made thereunder (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**") and other Applicable Laws (*defined below*), at the price determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations in accordance with the Applicable Laws by the Company, in consultation with the Book Running Lead Manager to the Issue (the "**Issue Price**") and to list its Equity Shares on the SME Platform of BSE Limited ("**BSE SME**" or "**Stock Exchange**"), the designated Stock Exchange.

B. The Equity Shares to be offered for allotment in this Issue comprise a net issue to the public of upto 1,16,67,200 equity shares for cash as may be determined or discovered based on the Book Building Process and as agreed by the Company in consultation with the BRLM and a reserved portion for the Market Maker of up to 5,84,000 Equity Shares (the **"Market Maker Reservation Portion"**). The Net Issue to public shall comprise of issue to Individual Investors and other investors including corporate bodies or institutions and Qualified Institutional Buyers (including Anchor Investors) irrespective of the number of Equity Shares applied for.

C. The Company has obtained approval for the Issue from its Board of Directors pursuant to the Board Resolution dated February 10, 2026 and August 25, 2026. The Company has obtained shareholders' approval pursuant to Special Resolution under Section 23 and 62(1)(c) of the Companies Act, 2013 at the Extra Ordinary General Meeting held on February 16, 2026 and August 26, 2026 which has collectively authorised the Company's Directors, or any other authorised representatives, for the purpose of the Issue, to issue and sign the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus, this Agreement, any amendments or supplements thereto, and any other writings as may be legally and customarily required in pursuance of the Issue and to do all acts, deeds or things as may be required.

D. The Company has filed the Draft Red Herring Prospectus on SME platform of BSE Limited on March 30, 2026 and has obtained in-principle approval dated June 29, 2026 from BSE Limited for insertion of its name in the

Red Herring Prospectus and Prospectus and shall be applying for listing of its Equity Shares on SME platform of BSE Limited.

E. The Company and the Underwriters have entered into an underwriting agreement dated August 27, 2026 ("**Underwriting Agreement**") pursuant to which Indorient Financial Services Limited and Aikyam Capital Private Limited have agreed to underwrite upto 1,16,67,200 Equity Shares which is including upto 5,84,000 Equity Shares of the Market Maker Reservation Portion which are to be subscribed by the Market Maker in order to claim compliance with the requirements of Regulation 261 of the SEBI ICDR Regulations.

F. One of the requirement of issuing shares to the public in accordance with the Chapter IX of the SEBI ICDR Regulations, as specified in Regulation 261(1) of the said Regulations is that Indorient Financial Services Limited, being the Book Running Lead Manager to the Issue has to ensure compulsory market making through the Stock Brokers of the Startup Platform/ SME Exchange (in this case being the SME platform of BSE Limited) for the Compulsory Market Making Period *(as defined herein)*.

G. Market Maker, has agreed to ensure full subscription to its Market Maker Portion of upto 5,84,000 Equity Shares in its own account in terms of this Market Making Agreement. Indorient Financial Services Limited (who is also the Book Running Lead Manager to the Issue) and Aikyam Capital Private Limited (who is also the Market Maker to the Issue) as Underwriters have agreed to ensure that in case of any under subscription in the Issue the same shall be arranged for subscription from its resources as per the specified timeline and in the manner detailed in the Underwriting Agreement *(as defined below)*, and in line with the requirements of the SEBI ICDR Regulations and other Applicable Laws, regulations and guidelines.

H. Aikyam Capital Private Limited is a Registered Stockbroker/Trading Member of BSE Limited having membership no. 6899, SEBI Registration no. INZ000321232 and having its Market Maker Registration No. (SME Segment of BSE Limited) as SMEMM0689911032025.

I. The Company and Book Running Lead Manager have approached Aikyam Capital Private Limited for being appointed as Market Maker for this Issue and Aikyam Capital Private Limited has accepted such proposal and confirmed that there is no conflict of interest arising from such transaction or arrangement. Aikyam Capital Private Limited has understood the preliminary arrangements in place and has agreed to such appointment and these Parties have now therefore agreed to enter into this agreement for the relevant business.

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 this Agreement, the following expressions, as used in this Agreement, shall have the respective meanings set forth below:

"**Affiliate**" with respect to any Party shall mean (i) any other person that, directly or indirectly, through one or more intermediaries, Control or is Controlled by or is in common Control with such party, (ii) any other person which is holding company, subsidiary or joint venture of such Party; and (iii) any other person in which such party has "significant influence" or which has "significant influence" over such Party, where "significant influence" over a person is the power to participate in the management, financial or operating policy decision of that person but is less than Control over those policies and the shareholders beneficially holding, directly or indirectly through one more intermediaries, a 10% or more interest in the voting power of that person is presumed to have significant influence over that person. For the purpose of this Agreement, the term "holding company" and "subsidiary" shall have the respective meaning set forth in the Companies Act. In addition, the Promoter, including the natural person exercising significant influence over the Promoter, the member of the Promoter Group and the Group Companies shall be deemed to be Affiliates of the Company;

"**Agreement**" shall have the meaning assigned to such term in the preamble hereto;

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

"**Anchor Investor**" means a Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified under the SEBI ICDR Regulations and the Red Herring Prospectus and who has Bid for an amount of at least ₹ 200.00 lakhs;

"**Application**" shall mean an indication to make an Issue during the Issue Period by a prospective investor to subscribe to the Equity Shares at the Issue Price, including all revisions and modifications thereto;

"**Applicable Law**" means any applicable law, byelaw, rule, regulation, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), compulsory guidance, rule, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, within or outside India, applicable to the Issue or the Parties including the SEBI Act, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Companies Act, the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, the Foreign Exchange Management Act, 1999, and the rules and regulations thereunder, and the guidelines, instructions, rules, communications, circulars and regulations issued by the Government of India, the RoC, SEBI, RBI, the Stock Exchanges or by any other governmental, statutory or regulatory authority or any court or tribunal;

"**ASBA**" means Application Supported by Blocked Amount;

"**ASBA Account(s)**" means a bank account maintained with an SCSB by an ASBA Bidder, as specified in the ASBA Form submitted by the ASBA Bidders for blocking the Bid Amount mentioned in the relevant ASBA Form and includes the account of a UPI Bidder which is blocked upon acceptance of UPI Mandate Request by the UPI Bidder;

"**ASBA Bidder**" shall mean any prospective investor(s) / Bidder (s) in this Issue who apply(ies) through the ASBA process except Anchor Investor;

"**ASBA Form**" means application form, whether physical or electronic, used by ASBA Bidders to submit Bids, which will be considered as the application for Allotment in terms of the Red Herring Prospectus and the Prospectus;

"**Bid**" shall mean an indication to make an issue during the Issue Period by a Bidder (other than an Anchor Investor) pursuant to submission of the ASBA Form, or during the Anchor Investor Issue Period by an Anchor Investor, pursuant to submission of the Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band. The term "Bidding" shall be construed accordingly;

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

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

"**Bidder**"/ "**Applican**t" shall mean any prospective investor who makes a bid pursuant to the terms of the Red Herring Prospectus and the Bid-Cum-Application Form and unless otherwise stated or implied, which includes an ASBA Bidder and an Anchor Investor;

"**Book Building Process**" shall mean process as provided in Schedule XIII of the SEBI ICDR Regulations, in terms of which the Issue is being made;

"**Book Running Lead Manager**" or "**BRLM**" shall mean the Book Running Lead Manager to the Issue i.e., Indorient Financial Services Limited;

"**BSE**" shall mean the BSE Limited;

"**BSE SME**" shall mean the SME Platform of BSE Limited for listing of equity shares in accordance with Chapter IX of the SEBI ICDR Regulations, as amended from time to time;

"**Companies Act**" shall mean the Companies Act, 2013 and the Companies Act, 1956, to the extent applicable;

"**Compulsory Market Making Period**" shall mean the Market Making period starting from the listing of shares till a minimum period of three years as prescribed under Regulation 261(1) of the SEBI ICDR Regulations. However, it has been provided that in terms of Regulation 277 of the SEBI ICDR Regulations, that a Company may migrate to the Main Board (in this case being the Main Board of BSE Limited) and hence for the purpose of this Agreement, when a Company migrates to the main board, there is no requirement of "Market Making" and hence the Compulsory Market Making period would be reduced 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 from time to time;

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

"**Draft Red Herring Prospectus**" shall mean the Draft Red Herring Prospectus dated March 30, 2026 of the Company which has been filed with the SME Platform of BSE Limited in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Issue, including any addenda or corrigenda thereto;

"**Indemnified Party**" shall have the meaning given to such term in Clause 8 of this Agreement and shall be read and construed in context of the text to which it pertains;

"**Individual Bidder(s)**" shall mean the individual applicants, who have applied for the Equity Shares for a minimum application size of two lots wherein amount exceeds more than ₹ 2,00,000 in any of the bidding options in the Issue (including HUFs applying through their Karta and Eligible NRIs);

"**Issue**" shall have the meaning as prescribed in Recital A;

"**Issue Agreement**" shall mean the Agreement dated March 28, 2026 entered among the Company, and Book Running Lead Manager and read with the amendment to the Issue Agreement dated August 26, 2026;

"**Issue Closing Date**" shall mean, except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, which shall be notified in an English national daily newspaper, Hindi national daily newspaper and a local newspaper of Maharashtra, where the registered office of the Company is located, each with wide circulation;

"**Issue Documents**" 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 the Company and filed with Stock Exchange/SEBI and all concerned and related authorities;

"**Issue Opening Date**" shall mean, except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries shall start accepting Bids, which shall be notified in an English national daily newspaper, Hindi national daily newspaper and local newspaper of Maharashtra, where the registered office of the Company is located, each with wide circulation;

"**Issue Period**" shall mean the period between the Issue Opening Date and the Issue Closing Date (inclusive of both dates) and during which prospective Bidders can submit their Applications;

"**Issue Price**" shall mean the final price at which Equity Shares will be allotted to ASBA Bidders in terms of the Red Herring Prospectus and Prospectus. Equity Shares will be allotted to Anchor Investors at the Anchor Investor Issue Price, which was decided by our Company, in consultation with the Book Running Lead Manager, in terms of the Red Herring Prospectus and the Prospectus;

"**Listing Date**" shall mean the date with effect from which the shares issued through this Issue are permitted for trading by the BSE Limited;

"**Market Maker(s)**" shall mean any person who is registered as a Market Maker with the SME platform of BSE Limited and appointed by the Company for the purpose of Market Making under Regulation 261 of the SEBI ICDR Regulations. Aikyam Capital Private Limited shall be the Market Maker in this Issue;

"**Market Maker Reservation Portion**" shall have the meaning ascribed to it in Recital B;

"**Net Issue**" shall have the meaning as prescribed in Recital B.

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

"**Promoters**" means, collectively, Opindersingh Bachattarsingh Baddhan, Jyothish Rajamohanan Nambiar, Sathyapalan Ayadathil Poyil, Gagandeep Opinder Singh Baddhan and Meena O Baddhan;

"**Promoter Group**" includes such persons and entities constituting the promoter group as per the SEBI ICDR Regulations and disclosed in the Issue Documents;

"**Prospectus**" shall mean the prospectus to be filed with the RoC in accordance with the provisions of Section 26 of the Companies Act and SEBI ICDR Regulations containing, inter alia, the Issue Price, the size of the Issue and certain other information including any addenda or corrigenda thereto;

"**Qualified Institutional Buyers**" or "**QIBs**" shall mean a qualified institutional buyer as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations;

"**Red Herring Prospectus**" shall mean the Issue document to be issued in accordance with section 26 & 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particular of the price at which the Equity Shares will be issued and the size of the Issue. The Red Herring Prospectus will be filed with the ROC at least three days before the Bid/Issue Opening Date and will become the Prospectus upon filing with the ROC after the Pricing date;

"**Registrar of Companies**"/ "**ROC**" shall mean the Registrar of Companies, Mumbai II;

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

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

"**Underwriting Agreement**" shall mean an agreement dated August 27, 2026 executed between the Company, the Book Running Lead Manager and the Underwriters, wherein the Underwriter's obligations to underwrite the unsubscribed portion of the proposed Issue have been set out.

1.2 In this agreement, unless the context otherwise requires:

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

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

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

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

(e) references to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;

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

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

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

(i) capitalized terms used in this Agreement not specifically defined herein shall have the meanings given to such terms in the Draft Red Herring Prospectus/ Red Herring Prospectus and or the Prospectus;

(j) otherwise defined the reference to "days" shall be construed as references to calendar days in the Gregorian calendar;

(k) a reference to the preamble, the recitals, a clause, a section or an annexure is, unless indicated to the contrary, a reference to the preamble, the recitals, a section or an annexure of this Agreement;

(l) references to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as it may have been, or may from time to time be, amended, modified or re- enacted; and

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

2. MARKET MAKING

2.1 On the basis of the representations and warranties contained in this Agreement and subject to its terms and conditions, the Market Maker hereby agrees to ensure Market Making in the shares of the Company in the manner and on the terms and conditions contained elsewhere in this Agreement and as mentioned below:

(a) Subscribe to upto 5,84,000 Equity Shares of face value of ₹ 5 being the market maker reservation portion as specified in the Red Herring Prospectus and the Prospectus on a firm basis and pay the amounts as are specified in the Red Herring Prospectus. The Market Maker agrees not to withdraw its application.

(b) Ensure market making in the Equity Shares of the Company in the manner and on terms and conditions contained in this Agreement, and as specified by SEBI and BSE SME from time to time.

2.2 The Market Maker shall comply the net worth adequacy requirement.

2.3 The Market Maker shall be required to provide a 2-way quote for 75% of the time in a day. The same shall be monitored by the BSE SME. Further, the Market Maker shall inform BSE SME in advance for each and every black out period when the quotes are not being offered by the Market Maker.

2.4 The prices quoted by Market Maker shall be in compliance with the Market Maker Spread Requirements and other particulars as specified or as per the requirements of the BSE Limited (BSE SME) and SEBI from time to time. The Market Maker spread (i.e., the difference between the buy and the sell quote) shall not be more than 10% in compliance with the Market Maker spread requirements or as specified by BSE SME and/or SEBI from time to time.

2.5 The minimum depth of the quote shall be ₹ 1,00,000. However, the investors with holdings of value less than ₹ 1,00,000 shall be allowed to offer their holding to the Market Maker in that scrip provided that he sells his entire holding in that scrip in one lot along with a declaration to the effect to the selling broker.

2.6 The Market Maker shall not sell in lots less than the minimum contract size allowed for trading on the BSE SME (in this case currently the minimum trading lot size shall be as determined in the prospectus; however, the same may be changed by the BSE SME from time to time).

2.7 The Market Maker shall comply with SEBI ICDR Regulations, circulars issued by SEBI and the relevant exchange from time to time.

2.8 After completion of the first three (3) months of market making, the Market Maker shall be exempt from providing buy quote on attaining the prescribed threshold limits issued by SEBI and the Stock Exchange (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.

2.9 The Inventory Management and Buying/Selling Quotations and its mechanism shall be as per the relevant circulars issued by SEBI and BSE SME from time to time.

2.10 There shall be no exemption/ threshold on downside. However, in the event the Market Maker exhausts his inventory through market making process, the BSE SME may intimate the same to SEBI after due verification.

2.11 There would not be more than (5) five Market Makers for a script at any point of time. These would be selected on the basis of objective criteria to be evolved by the Stock Exchange which would include capital adequacy, net worth, infrastructure, minimum volume of business etc. The Market Makers may compete with other market makers for better quotes to the investors. At this stage, Aikyam Capital Private Limited is acting as the sole Market Maker.

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

2.13 The Market Maker may also be present in the opening call auction, but there is no obligation on it to do so.

2.14 The Market Maker shall 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 Stock Exchange.

2.15 On the first day of listing, there will be pre-opening session (call auction) and there after the trading will happen as per the equity market hours. The circuits will apply from the first day of the listing on the discovered price during the pre-open call auction.

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

2.17 The shares of our Company will be traded in continuous trading session from the time and day our Company gets listed on BSE SME and the Market Maker will remain present as per the guidelines mentioned under BSE and SEBI circulars

2.18 Market Maker shall not buy the Equity Shares from the Promoters or persons belonging to Promoter Group of the Company or any person who has acquired shares from such Promoter or person belonging to Promoter Group, during the Compulsory Market Making Period.

2.19 The Promoters' holding in the Company shall not be eligible for offering to the 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 BSE Limited, in the manner specified by SEBI from time to time.

2.20 The Market Maker shall not be responsible to maintain the price of the Equity Shares of the Company at any particular level and is purely supposed to facilitate liquidity on the counter via its 2-way quotes. The price of the Equity Shares shall be determined and be subject to market forces.

2.21 **Risk Containment Measures and monitoring for Market Maker**: BSE SME will have all margins which are applicable on the BSE Main Board viz., Mark-to-Market, Value-At-Risk (VAR) Margin, Extreme Loss Margin, Special Margins and Base Minimum Capital etc. BSE can impose any other margins as deemed necessary from time-to-time.

2.22 **Punitive Action in case of default by Market Maker**: BSE SME 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 BSE SME 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 Stock Exchange from time to time. BSE SME will impose a penalty on the Market Maker in case he 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.

2.23 The Department of Surveillance and Supervision of the Stock 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.

2.24 **Price Band and Spreads**: SEBI has laid down that for Issue size up to ₹ 250 crores, the applicable price bands for the first day shall be:

(a) In case equilibrium price is discovered in the Call Auction, the price band in the normal trading session shall be 5% of the equilibrium price.

(b) In case equilibrium price is not discovered in the Call Auction, the price band in the normal trading session shall be 5% of the Issue price.

Additionally, the trading shall take place in TFT segment for first 10 days from commencement of trading.

The price band shall be 20% and the market maker spread (difference between the sell and buy quote) shall be within 10% or as intimated by Exchange from time to time.

2.25 Additionally, on the first day of the listing, there will be pre-opening session (call auction) and there after the trading will happen as per the equity market hours. The circuits will apply from the first day of the listing on the discovered price during the pre-open call auction. In case equilibrium price is not discovered the price band in the normal trading session shall be based on Issue Price. The securities of the Company will be placed in Special Pre-Open Session (SPOS) and would remain in Trade for Trade settlement for first 10 days from commencement of trading.

2.26 Pursuant to circulars issued by SEBI and the Stock Exchange, the limits on the upper side for Market Maker 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 size)**	**Re-Entry threshold for buy quote (including mandatory initial inventory of 5% of the Issue size)**
Upto ₹20 Crore	25%	24%
₹20 Crore to ₹50 Crore	20%	19%
₹50 Crore to ₹80 Crore	15%	14%
Above ₹80 Crore	12%	11%

2.27 The Market Making arrangement, trading and other related aspects including all those specified above shall be subject to the applicable provisions of law and / or norms issued by SEBI/ BSE Limited from time to time.

2.28 All the above-mentioned conditions and systems regarding the Market Making Arrangement are subject to change based on changes or additional regulations and guidelines from SEBI and BSE SME from time to time.

3. REPRESENTATIONS AND WARRANTIES BY THE MARKET MAKER

3.1 In addition to any representations of the Market Maker under this Agreement or the registration documents filed with the BSE SME, the Market Maker 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 Maker;

(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 BSE SME w.r.t. market making in general and market making in the shares of the Company in specific;

(e) it shall follow fair trade practices and abide by the code of conduct and ethical standards specified by SEBI, Stock Exchanges and other related associations from time to time; and

(f) 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 Market Maker, the Market Maker shall inform the Company and the Book Running Lead Manager in advance about such action/investigation.

3.2 The Market Maker acknowledges that it is under a duty to notify Book Running Lead Manager and the Company and BSE SME immediately in case it becomes aware of any breach of a representation or a 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 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 Limited w.r.t. role of the Book Running Lead Manager in the Market Making process in general and Market Making process in the Equity Shares of the Company; and

(e) it shall follow fair trade practices and abide by the code of conducts and ethical standards specified by SEBI, Stock Exchanges and related associations from time to time.

4.2 Indorient Financial Services Limited in its capacity as the Book Running Lead Manager acknowledges that it is under a duty to notify the BSE SME immediately in case it becomes aware of any breach of a representation or a warranty.

4.3 Notwithstanding the above, the Book Running Lead Manager shall not be responsible for market price movements and the orders which would be executed by the Market Maker in the scrip of the Company. As per the SEBI ICDR Regulations, the responsibility of the Book Running Lead Manager shall be to ensure continuity of Market Maker for the 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.

5. REPRESENTATIONS AND WARRANTIES BY THE COMPANY:

5.1 In addition to any representations of the Company under the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus and Underwriting Agreement and 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 SEBI and BSE Limited with respect to the role of the Company in the Market Making process in general and Market Making process in the Equity Shares of the Company in specific.

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

6. CONDITIONS TO THE MARKET MAKER'S OBLIGATIONS

6.1 The several obligations of each of the Market Maker 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 Securities and Exchange Board of India, the BSE SME or any other governmental, regulatory or judicial authority which, in the judgment of the Market Maker, is material and adverse and that makes it, in the judgment of the Market Maker, impracticable to carry out Market Making.

(b) The representations and warranties of the Book Running Lead Manager and the Company contained in this Agreement shall be true and correct on and as of the Listing Date and both these Parties shall have complied with all the conditions and obligations under this Agreement and the Underwriting Agreement on its part to be performed or satisfied on or before the Listing Date.

(c) The Market Maker shall have received evidence satisfactory to them that the Company has been granted final listing approval by BSE Limited and that such approvals are in full force and effect as of the Listing Date.

(d) Prior to the Listing Date, the Book Running Lead Manager and the Company shall have furnished to the Market Maker such further information, certificates, documents and materials as the Market Maker shall reasonably request in writing.

(e) Subsequent to the Listing Date and without having served the notice period required to terminate this agreement, the Market Maker shall not be released from its obligations in any situation, except for technical failures or Force Majeure Event. In case of technical failure or Force Majeure Event occurring due to the Market Maker's own systems, the Market Maker shall inform the Book Running Lead Manager, Company and BSE Limited immediately and take necessary actions to correct this failure upon discovery.

For the purpose of this clause, Force Majeure Event include war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any Party from performing its respective obligations under this Agreement.

6.2 If any condition specified in Clause 6.1 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Market Maker by written notice of 3 (three) months to the Book Running Lead Manager, the Company any time on or prior to the Listing Date; provided, however, that this Clause 6.2, Clauses 4, 5, 6.3, 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.

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 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(1) of the SEBI ICDR Regulations. In such a case, 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 Company and the Book Running Lead Manager, subject to such modifications being legal and allowed under the Applicable Laws, rules and regulations.

7. MARKET MAKING FEES AND OTHER RELATED ARRANGEMENTS

7.1 The Company shall pay the Market Maker, the fees 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 Company as required under the SEBI ICDR Regulations. Such aggregate fee shall be paid in the manner set forth in **Schedule A** and will be paid to the Market Maker or such other persons as directed by the Market Maker from time to time.

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

8. INDEMNITY

8.1 The Book Running Lead Manager and the Market Maker severally and not jointly shall indemnify and keep indemnified the Company, (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 make minimum market requirement from time to time. Provided however that the Book Running Lead Manager and Market Maker will not be liable to the 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 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.

8.2 The Company shall indemnify and keep indemnified, the Book Running Lead Manager and Market Maker for its own account and their respective Affiliates and all the respective directors, officers, employees, professionals, duly authorised agents and Controlling Persons 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, any misrepresentation or alleged misrepresentation of a material fact 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 a court or arbitral tribunal of competent jurisdiction to have resulted from any 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 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 & Market Maker 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 Underwriters, as the case may be, bad faith or gross negligence or willful Misconduct, illegal or fraudulent acts, in performing the services under this Agreement.

9. TERM & TERMINATION

9.1 The Market Maker shall have the right to terminate said arrangement by giving three (3) months notice prior to the date from which it wishes to discontinue its services or on mutually acceptable terms to the Book Running Lead Manager, who shall then be responsible to appoint a replacement Market Maker(s) and execute a fresh arrangement. Provided however that, if the Book Running Lead Manager agrees to the same, the notice period may be reduced in order to provide mutual comfort. In case of termination of the above-mentioned Market Making 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. 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 Market Makers does not exceed five or as specified by the relevant laws and regulations applicable at that particulars point of time. The Market Making Agreement is available for inspection at the registered office of the Company from 11.00 a.m. to 5.00 p.m. on working days.

9.2 Notwithstanding the indemnity concerning the Book Running Lead Manager in Clause 8 above, the Book Running Lead Manager may terminate this Agreement with immediate effect in case of a material event pertaining to the Market Maker, which in view of the Book Running Lead Manager, affects the ability of the Market Maker to carry out his obligations or negatively affects the goodwill of the Company.

9.3 The Book Running Lead Manager agrees to consult with the Market Maker, to the extent practicable, prior to exercising its right to terminate this Agreement on the occurrence of a material event as specified above, it being acknowledged by the Market Maker that the exercise of the right to terminate this Agreement on such an occurrence is at the absolute discretion of the Book Running Lead Manager.

9.4 It is agreed to between the Parties hereto that in the event of the Company migrating to the Main Board of BSE Limited, during the Compulsory Market Making Period, this Agreement shall stand terminated and the Market Maker shall no longer be obliged to provide the Company any market making services.

9.5 The provisions of Clauses 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall survive the termination of this Agreement.

9.6 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 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. In such a case, 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 Company and the Book Running Lead Manager, subject to such modifications being legal and allowed under the then Applicable Laws, rules and regulations.

10. 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(s) specified below, 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 Clause 10 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by tele facsimile or similar facsimile transmission, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

If to the Company:

OM GALAXY LIMITED

Address: 4/5/6 Blue Chip No 5,
Industrial Estate, Sativali Road, Village Valiv,
Vasai, Thane, Maharashtra-401208
Telephone: +91-7770017943
Email: cs@omgalaxymould.com
Attention: Priya Ashwini Gupta

If to the Book Runing Lead Manager:

INDORIENT FINANCIAL SERVICES LIMITED

Address: B/805, Rustomjee Central Park,
Andheri Kurla Road,
Chakala, Mumbai – 400093,
Maharashtra, India
Tel: +91-7977212186
E-mail: compliance@indorient.in/compliance-ifsl@indorient.in
Attention: Prashant Parashar Dhebar
Designation: Director
DIN: 11833070

If to the Market Maker:

AIKYAM CAPITAL PRIVATE LIMITED

Address: 1203, Level 12, Lotus Link Square,
Near D.N. Nagar Metro Station, D.N. Nagar,
New Link Road, Andheri (West), Mumbai,
Maharashtra – 400053, India
Telephone: +91 022 69752600
Email: Anand Mody
Attention: Director

11. MAXIMUM LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in aggregate, of Indorient Financial Services Limited in capacity of Book Running Lead Manager & of Aikyam Capital Private Limited in capacity of Market Maker, towards the Company and anyone claiming by or through the Company, for any and all claims, actions, losses, damages, penalties, liabilities, costs, charges, expenses, suits or proceedings, shall be limited to the extent it has been determined, by a final non–appealable judgment of a competent court, to have resulted directly from the relevant aforementioned Part's fraud, gross negligence or wilful default.

12. CHANGE IN LEGAL ENVIRONMENT

The terms of this Agreement for services by Market Maker for the Issue and for market making 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, Ministry of Company Affairs ("**MCA**"), Registrar of Companies ("**ROC**"), SEBI, Stock Exchange 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 Issue or market making unsuccessful for the reasons beyond Market Maker, Book Running Lead Manager and the Company's control shall not be counted as Market Maker's failure. In case of such an event, Market Maker shall not be liable or legally bound to any proceedings or actions for refund of fees received till such date.

13. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Company, the Book Running Lead Manager, the Market, 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, the Book Running Lead Manager or the Market Maker to adhere to the time limits shall unless otherwise agreed among the Company, The Book Running Lead Manager and the Market Maker, discharge the Market Maker or Company or The Book Running Lead Manager of its/ their obligations under this Agreement. This Agreement shall be in force from the date of execution and will expire on expiry of the Compulsory Market Making Period or as and when agreed between parties after serving the notice of termination.

14. SEVERAL OBLIGATIONS

The Company, the Market Maker and the Book Running Lead Manager 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.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and subject to Clause 16 below, the courts of competent jurisdiction at Mumbai, India shall have exclusive jurisdiction for adjudicating any dispute arising out of this Agreement.

16. DISPUTE RESOLUTION

16.1 In the event a dispute, controversy or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, enforceability, alleged breach or breach of this Agreement (the "**Dispute**"), the parties to such Dispute (the "**Disputing Parties**") shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of fifteen (15) calendar days from the commencement of such discussions (or such longer period that may be mutually agreed upon by the parties to the Dispute in writing), either of the Disputing Parties shall, by notice in writing to each other, refer the Dispute to binding arbitration to be conducted at the Mumbai Centre for International Arbitration ("**MCIA**") an institutional arbitration centre in India in accordance with the rules of MCIA in force at the time a Dispute arises (the "**MCIA Arbitration Rules**"), provisions of the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**") and Clause 16.3 below.

16.2 Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.

16.3 The arbitration shall be conducted as follows:

(a) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;

(b) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration in Mumbai, India. The seat of the arbitration will be in Mumbai, India;

(c) the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators, each Disputing Party shall appoint one arbitrator within a period of 10 (ten) Working Days from the initiation of the Dispute and the two arbitrators shall appoint the third or the presiding arbitrator within a period of 14 (fourteen) Working Days of the receipt of the second arbitrator's confirmation of his/her appointment or failing such joint nomination within this period shall be appointed by the Chairperson of the Council of Arbitration of the MCIA. In the event that there are more than two Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Arbitration Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;

(d) Arbitrators shall use their best efforts to produce a final, conclusive and binding award within 12 (twelve) months from the date the arbitrators enter upon reference, as prescribed under the Arbitration Act. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective. Further, in the event that despite best efforts by the Disputing Parties, the arbitration award is not passed within such 12-month period, the Parties agree that such period may extend for a further period of 6 (six) months, subject to written consent of the Parties;

(e) the arbitrators shall have the power to award interest on any sums awarded;

(f) the arbitration award shall state the reasons, in writing, on which it was based;

(g) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;

(h) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;

(i) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);

(j) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and

(k) subject to the foregoing provisions, the courts in Mumbai shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim relief, brought under the Arbitration Act.

16.4 Nothing in this Clause 16 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Laws. The Parties agree that the competent courts at Mumbai, India shall have exclusive jurisdiction to grant any interim relief in relation to any Dispute under this Agreement or enforcement of the arbitral award.

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

16.6 The Parties, agree and acknowledge that in accordance with paragraph 3(b) of the SEBI master circular dated December 28, 2023, bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195, as may be amended from time to time, the Parties have elected to adopt institutional arbitration as the dispute resolution mechanism as described in this Clause 16. Provided that, in the event any Dispute involving any Party is mandatorily required to be resolved by harnessing any other form as may be prescribed under Applicable Law, the Disputing Parties agree to adhere to such mandatory procedures for resolution of the Dispute notwithstanding the option exercised by such respective Disputing Party in this Clause 16.

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.

18. SEVERABILITY

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

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 Clause 8 and 9 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 enforceability of the remainder of this Agreement shall not be affected. In case any provision of this Agreement conflict with any provision of law including SEBI ICDR Regulations, and/or any other norms to be issued by SEBI, in force on the date of this Agreement or any time in future, the latter shall prevail.

22. CONFIDENTIALITY

The Parties shall keep all information confidential which will be shared by the other Parties during the course of this Agreement for a period of two (2) years from the end of the Bid/Issue Period and shall not disclose such confidential information to any third party without prior permission of the respective Party, except where such information is in public domain other than by reason of breach of this clause or when required by law, regulation or legal process or statutory requirement or by any governmental authority or by Stock Exchange to disclose the same. The terms of the confidentiality clause shall survive the termination of the Agreement for reasons whatsoever.

23. ASSIGNMENT

No Party shall assign any of its 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 Book Running Lead Manager.

The undersigned hereby certifies and consents to act as Market Maker (as the case may be) to the aforesaid Issue and to their name being inserted as Market Maker (as the case may be) in the Red herring Prospectus/ Prospectus which the Company intends to issue in respect of the proposed Issue and hereby authorize the Company to deliver this Agreement to SEBI, ROC and the BSE SME.

24. MISCELLANEOUS

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

24.2 No Party shall assign or delegate any of its rights or obligations hereunder without the prior written consent of the other Parties; provided, however, that the Market Maker may assign its rights under this Agreement to an Affiliate without the consent of the other Parties.

24.3 No failure or delay by any of the Parties in exercising any right or remedy provided by the Applicable Laws under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

24.4 Other than as provided in this Agreement, the Parties do not intend to confer a benefit on any person that is not a party to this Agreement, and any provision of this Agreement shall not be enforceable by a person that is not a party to this Agreement.

24.5 The Company acknowledge that the Market Maker is providing services to the Company in relation to the Issue. The Market Maker will not regard any other person (including any person who is a director, employee or shareholder of the Company) as its client in relation to the Issue and will not be responsible to such other person.

24.6 This Agreement may be executed by delivery of a facsimile copy or portable document format ("PDF") copy of an executed signature page with the same force and effect as the delivery of an executed signature page. In the event any of the Parties delivers a facsimile copy or signature page in PDF, such Party shall deliver an executed signature page, in original, within seven (7) Working Days of delivering such facsimile or PDF copy or at any time thereafter upon request; provided, however, that the failure to deliver any such executed signature page in original shall not affect the validity of the signature page delivered by facsimile or in PDF format or that of the execution of this Agreement.

[*Signature Page Follow*]

This signature page forms an integral part of the Market Making Agreement entered into between the Company, the Market Maker and the Book Running Lead Manager

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an Original, and all of which shall constitute one and the same instrument.

SIGNED for and on behalf of **Om Galaxy Limited**

Opindersingh Bachittarsingh Baddhan

Digitally signed by Opindersingh Bachittarsingh Baddhan
Date: 2026.08.27 22:31:15 +05'30'

Name: Opindersingh Bachattarsingh Baddhan
Designation: Chairman and Managing Director
DIN: 02258211

This signature page forms an integral part of the Market Making Agreement entered into between the Company, the Market Maker and the Book Running Lead Manager

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an Original, and all of which shall constitute one and the same instrument.

SIGNED for and on behalf of **Indorient Financial Services Limited**

PRASHANT PARASHAR DHEBAR

Digitally signed by PRASHANT PARASHAR DHEBAR
Date: 2026.08.27 22:07:07 +05'30'

Name: Prashant Parashar Dhebar
Designation: Director
DIN: 11833070

This signature page forms an integral part of the Market Making Agreement entered into between the Company, the Market Maker and the Book Running Lead Manager

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an Original, and all of which shall constitute one and the same instrument.

SIGNED for and on behalf of **Aikyam Capital Private Limited**

ANAND
YOGESH
MODY

Digitally signed by ANAND YOGESH MODY
DN: c=IN, o=AIKYAM CAPITAL PRIVATE LIMITED, ou=NA, postalCode=400053, l=Mumbai, st=Maharashtra, street=Mumbai 400053 Mumbai Mumbai Mumbai Maharashtra, 2.5.4.20=438d0460acb1a68ea78e939560e4e4bb007414402c268cfd773d518bd41a2f2b, serialNumber=d864efceb1a655ad4a1a85cf4fe36c10c83f38d6a82ef8397c36070d451d2a62, email=anand@aikyamcap.com, cn=ANAND YOGESH MODY
Date: 2026.08.27 22:02:48 +05'30'

____

Name: Anand Mody
Designation: Director
DIN: 08123721

SCHEDULE A

MARKET MAKING FEES PAYABLE BY THE COMPANY TO THE MARKET MAKER

1. The fees payable to Market Maker towards market making will be ₹ 5 lakhs per annum which shall be exclusive of all taxes for period of three years starting from the listing of shares till a minimum period of three years or till the time shares of the company are migrated to Main Board platform of BSE whichever is earlier. Fee for every year shall be payable in advance and the Company is required to pay it within 10 days from the date of invoice. In case if this agreement is terminated, the Market Maker shall be eligible for fees for the time period it has served as Market Maker on a proportionate basis.

2. The aforesaid fees do not include any third-party expenses which shall be borne by the Company directly. All such charges including but not limited to legal charges, registrar's expenses, depository charges, Stock Exchange fees, penalties, stamp duty, compounding charges or any other charges if any, etc. shall be borne by the Company only.

3. All pre-approved out-of-pocket expenses in connection with the provision of services under this *"Proposal for Services"* will be borne by the Company. The pre-approved out-of-pocket expenses shall be including but not restricted to communication; travel and travel-related and such similar expenses.

4. All payments due to us shall be made directly by the Company to Market Maker. All fees paid to Market Maker shall be 'non-refundable' under any circumstances.

5. The above fees do not include taxes (payable under law on services), which will be charged separately wherever applicable.

6. Invoices for fees and expenses shall be raised and stated above and payable upon presentation.

7. In case the Company at any point of time decides not to proceed with the Issue, then it shall pay the fees due and payable as per the fees schedule given in point 1 above.

8. The above-mentioned fees or terms would be changed and modified, subject to mutual written consent of all the Parties any day from the date of signing this Agreement.