



CHALLAN
MTR Form Number-6



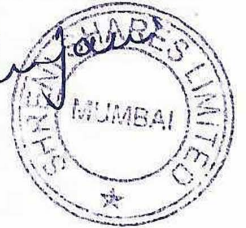
GRN MH012062599202425U	BARCODE	Date 04/12/2024-17:50:21	Form ID
Department Inspector General Of Registration		Payer Details	
Type of Payment Non-Judicial Stamps General Stamps SoS Mumbai only		TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AANCS4073K
Office Name GENERAL STAMP OFFICE MUMBAI		Full Name	SHRENI SHARES LIMITED
Location MUMBAI			
Year 2024-2025 One Time		Flat/Block No.	OFFICE NO 217 HIVE 67 ICON
Account Head Details		Premises/Building	
0030056201 General Stamps	Amount In Rs. 700.00	Road/Street	POISAR GYMKHANA ROAD, POISAR
		Area/Locality	KANDIVALI WEST
		Town/City/District	
		PIN	4 0 0 0 6 7
		Remarks (If Any)	MARKET MAKING AGRE FOR IPO BTW ROYAL ARC ELECTRODES , FEDEX SECURITIES PVT LTD AND SHRENI SHARES LIMITED AND PROMOTER / PROFICTER GROUP SELLING SHAREHOLDER .
		Amount In	Seven Hundred Rupees Only
Total	700.00	Words	
Payment Details STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	00040572024120421222
		Ref. No.	CPAENKLHP6
Cheque/DD No.		Bank Date	04/12/2024-17:24:51
		RBI Date	Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Department ID :

Mobile No. : 7666590727

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलान केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलान लागू नाही.



Handwritten signatures and initials:
 T.B. Sanghavi
 H.N. Pujari
 Di. H. Sghvi
 H.N. Pujari
 H.N. Pujari

MARKET MAKING AGREEMENT DATED THIS December 05, 2024

BETWEEN

ROYAL ARC ELECTRODES LIMITED
(ISSUER COMPANY)

AND

BIPIN SANGHVI

AND

TARULATA SANGHVI

AND

HARDIK SANGHVI

AND

SWAGAT SANGHVI

AND

POOJA SANGHVI

AND

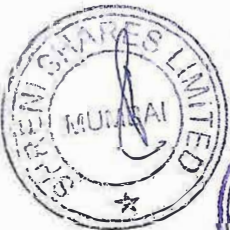
AMI SANGHVI

AND

FEDEX SECURITIES PRIVATE LIMITED
(BOOK RUNNING LEAD MANAGER)

AND

SHRENI SHARES LIMITED
(MARKET MAKER)



[Handwritten signatures]
T.B. Sanghavi

MARKET MAKING AGREEMENT

FOR THE INITIAL PUBLIC OFFER BY

ROYAL ARC ELECTRODES LIMITED AT EMERGE PLATFORM OF NATIONAL STOCK EXCHANGE OF INDIA LIMITED(" NSE EMERGE")-

THIS MARKET MAKING AGREEMENT MADE AT MUMBAI (INDIA) ON THIS DAY OF December 05, 2024, BETWEEN:

ROYAL ARC ELECTRODES LIMITED, company registered under the Companies Act, 1956, bearing CIN **U31100MH1996PLC096296** as amended ("Companies Act") and having its registered office at 72 B, Bombay Talkies Compound, S.V. Road Malad West, Mumbai, Maharashtra, India, 400064 (hereinafter referred to as "**Royal Arc**" or "**Issuer Company or the Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

FEDEX SECURITIES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and bearing CIN **U67120MH1996PTC102140** and having its Registered Office B 7, 3rd Floor, Jay Chambers, Dayaldas Road, Vile Parle - [East], Mumbai - 400 057, Maharashtra, India (hereinafter referred to as "**FEDEX**" or "**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

SHRENI SHARES LIMITED , a company incorporated under Companies Act, 1956 and bearing CIN : **U67190MH2009PLC195845** and having its Registered Office at Office No. 217, Hive 67 Icon, Poisar Gymkhana Road, Lokmanya Tilak Nagar Poisar, Near Raghuleela Mall, Kandivali West, Mumbai, Kandivlai West, Maharashtra, India, 400067, and registered as a Market Maker with NSE (hereinafter referred to as "**SHRENI SHARES**" or "**Market Maker**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**.

- (**ROYAL ARC, FEDEX and SHRENI SHARES** are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").
- Bipin Sanghvi, Tarulata Sanghvi, Hardik Sanghvi and Swagat Sanghvi are collectively referred to as "**Promoter Selling Shareholder**"



Jaw

S. Sanghvi

Bipin

T.B. Sanghvi



T.B. Sanghvi

T.B. Sanghvi

Hardik Sanghvi

- Pooja Sanghvi and Ami Sanghvi are collectively referred to as "**Promoter Group Selling Shareholders**"
- Promoter Selling Shareholders and Promoter Group Selling Shareholders are together referred to as the "**Selling Shareholders**"

WHEREAS:

- (A) INITIAL PUBLIC OFFER OF UPTO 30,00,000* EQUITY SHARES OF FACE VALUE OF ₹ 10/- EACH ("EQUITY SHARES") OF ROYAL ARC ELECTRODES LIMITED ("THE COMPANY" OR THE "ISSUER") FOR CASH AT A PRICE OF ₹ [●] PER EQUITY SHARE (THE "OFFER PRICE"), (INCLUDING A PREMIUM OF ₹ [●] PER EQUITY SHARE), AGGREGATING UPTO ₹ [●] LAKHS ("THE OFFER"), COMPRISING A FRESH ISSUE OF UP TO 18,00,000 EQUITY SHARES OF FACE VALUE OF ₹ 10/- EACH AGGREGATING UP TO ₹ [●] LAKHS (THE "FRESH ISSUE") AND AN OFFER FOR SALE OF UP TO 12,00,000 EQUITY SHARES OF FACE VALUE OF ₹ 10/- EACH AGGREGATING UP TO ₹ [●] LAKHS BY SELLING SHAREHOLDERS (AS DEFINED BELOW), COMPRISING AN OFFER FOR SALE OF UPTO 3,33,000 EQUITY SHARES OF FACE VALUE OF ₹ 10/- EACH AGGREGATING UP TO ₹ [●] LAKHS BY HARDIK SANGHVI, 3,33,000 EQUITY SHARES OF FACE VALUE OF ₹ 10/- EACH AGGREGATING UP TO ₹ [●] LAKHS BY SWAGAT SANGHVI, 1,71,000 EQUITY SHARES OF FACE VALUE OF ₹ 10/- EACH AGGREGATING UP TO ₹ [●] LAKHS BY BIPIN SANGHVI, 1,23,000 EQUITY SHARES OF FACE VALUE OF ₹ 10/- EACH AGGREGATING UP TO ₹ [●] LAKHS BY TARULATA SANGHVI ("PROMOTER SELLING SHAREHOLDER") AND AN OFFER FOR SALE OF UPTO 1,20,000 EQUITY SHARES OF FACE VALUE OF ₹ 10/- EACH AGGREGATING UP TO ₹ [●] LAKHS BY POOJA SANGHVI, AND OF UPTO 1,20,000 EQUITY SHARES OF FACE VALUE OF ₹ 10/- EACH AGGREGATING UP TO ₹ [●] LAKHS BY AMI SANGHVI ("PROMOTER GROUP SELLING SHAREHOLDER") (TOGETHER WITH THE PROMOTER SELLING SHAREHOLDER, "SELLING SHAREHOLDER" AND SUCH EQUITY SHARES OFFERED BY THE SELLING SHAREHOLDERS, THE "OFFERED SHARES"). THE 1,53,600 EQUITY SHARES OF FACE VALUE OF ₹ 10/- FOR CASH AT A PRICE OF ₹ [●] EACH AGGREGATING ₹ [●] LAKHS WILL BE RESERVED FOR SUBSCRIPTION BY MARKET MAKER TO THE OFFER (THE "MARKET MAKER RESERVATION PORTION"). THE OFFER LESS MARKET MAKER RESERVATION PORTION I.E. OFFER OF 28,46,400 EQUITY SHARES OF FACE VALUE OF ₹ 10/- EACH OF FACE VALUE OF ₹ 10 EACH FOR CASH AT A PRICE OF ₹ [●] PER EQUITY SHARE, AGGREGATING TO ₹ [●] LAKHS IS HERE IN AFTER REFERRED TO AS THE "NET OFFER". THE OFFER AND THE NET OFFER WILL CONSTITUTE 27.03 % AND 25.64 % RESPECTIVELY OF THE POST OFFER PAID UP EQUITY SHARE CAPITAL OF THE COMPANY

*SUBJECT TO FINALISATION OF BASIS OF ALLOTMENT

- (B) THE PRICE BAND AND THE MINIMUM BID LOT WILL BE DECIDED BY THE COMPANY IN CONSULTATION WITH THE BRLM ADVERTISED IN [●] EDITION OF [●] (A WIDELY CIRCULATED ENGLISH NATIONAL DAILY NEWSPAPER) AND [●] EDITION OF [●] CIRCULATED HINDI NATIONAL DAILY NEWSPAPER. AND MUMBAI EDITION OF [●] REGIONAL NEWSPAPER (MARATHI REGIONAL LANGUAGE OF MUMBAI WHERE THE REGISTERED OFFICE IS LOCATED). AT LEAST TWO WORKING DAYS PRIOR TO THE OFFER OPENING DATE AND SHALL BE MADE AVAILABLE TO THE NATIONAL STOCK EXCHANGE OF INDIA LIMITED ("NSE").



M/S
Ami H. Sanghvi
Pooja Sanghvi
T.B. Sanghavi
H.B.

THE EQUITY SHARES TO BE OFFERED FOR ALLOTMENT IN THIS OFFER COMPRISE A NET OFFER TO THE PUBLIC WHICH CONSIST OF WHICH

- a. **ALLOCATION TO QUALIFIED INSTITUTIONAL BUYERS** NOT MORE THAN 14,00,400 EQUITY SHARES OF ₹10/- EACH OF WHICH ANCHOR INVESTOR PORTION UP TO 8,40,000 EQUITY SHARES OF ₹10/- EACH AT AN OFFER PRICE OF ₹ [●]/- PER EQUITY SHARE EACH AGGREGATING TO ₹[●] LAKHS AND NET QIB PORTION (ASSUMING ANCHOR INVESTOR PORTION IS FULLY SUBSCRIBED) UP TO 5,60,400 EQUITY SHARES OF ₹10/- EACH AT AN OFFER PRICE OF ₹[●]/- PER EQUITY SHARE EACH AGGREGATING TO ₹[●] LAKHS
- b. **ALLOCATION TO NON-INSTITUTIONAL INVESTORS:** AT LEAST 4,45,200 EQUITY SHARES OF ₹10/- EACH AT AN OFFER PRICE OF ₹[●]/- PER EQUITY SHARE WILL BE AVAILABLE FOR ALLOCATION TO NON-INSTITUTIONAL INVESTORS
- c. **ALLOCATION TO RETAIL INDIVIDUAL INVESTORS:** AT LEAST 10,00,800 EQUITY SHARES OF ₹10/- EACH AT AN OFFER PRICE OF ₹[●]/- PER EQUITY SHARE WILL BE AVAILABLE FOR ALLOCATION TO RETAIL INVESTORS

IN THE EVENT OF OVER-SUBSCRIPTION, ALLOTMENT SHALL BE MADE ON A PROPORTIONATE BASIS, SUBJECT TO VALID BIDS RECEIVED AT OR ABOVE THE OFFER PRICE. ALLOCATION TO INVESTORS IN ALL CATEGORIES, EXCEPT THE RETAIL PORTION, SHALL BE MADE ON A PROPORTIONATE BASIS SUBJECT TO VALID BIDS RECEIVED AT OR ABOVE THE OFFER PRICE. THE ALLOCATION TO EACH RETAIL INDIVIDUAL INVESTOR SHALL NOT BE LESS THAN THE MINIMUM BID LOT, AND SUBJECT TO AVAILABILITY OF EQUITY SHARES IN THE RETAIL PORTION, THE REMAINING AVAILABLE EQUITY SHARES, IF ANY, SHALL BE ALLOCATED ON A PROPORTIONATE BASIS. OUR COMPANY MAY, IN CONSULTATION WITH THE BOOK RUNNING LEAD MANAGER, ALLOCATE UP TO 60% OF THE QIB PORTION. FURTHER, 5% OF THE NET QIB PORTION SHALL BE AVAILABLE FOR ALLOCATION ON A PROPORTIONATE BASIS TO MUTUAL FUNDS ONLY, AND THE REMAINDER OF THE QIB PORTION SHALL BE AVAILABLE FOR ALLOCATION ON A PROPORTIONATE BASIS TO ALL QIB BIDDERS, INCLUDING MUTUAL FUNDS, SUBJECT TO VALID APPLICATIONS BEING RECEIVED AT OR ABOVE THE OFFER PRICE. HOWEVER, IF THE AGGREGATE DEMAND FROM MUTUAL FUNDS IS LESS THAN 5% OF THE NET QIB PORTION, THE BALANCE EQUITY SHARES AVAILABLE FOR ALLOTMENT IN THE MUTUAL FUND PORTION WILL BE ADDED TO THE NET QIB PORTION AND ALLOCATED PROPORTIONATELY TO THE QIB BIDDERS IN PROPORTION TO THEIR BIDS

- (C) THE SEBI ICDR REGULATIONS PERMIT THE OFFER OF SECURITIES TO THE PUBLIC THROUGH THE BOOK BUILDING PROCESS, WHICH STATES THAT, NOT LESS THAN 15% OF THE NET OFFER SHALL BE AVAILABLE FOR ALLOCATION ON A PROPORTIONATE BASIS TO NON- INSTITUTIONAL BIDDERS AND NOT LESS THAN 35% OF THE NET OFFER SHALL BE AVAILABLE FOR ALLOCATION ON A PROPORTIONATE BASIS TO RETAIL INDIVIDUAL BIDDERS AND NOT MORE THAN 50% OF THE NET OFFER SHALL BE ALLOTTED ON A PROPORTIONATE BASIS TO QIBS, SUBJECT TO VALID BIDS BEING RECEIVED AT OR ABOVE THE OFFER PRICE.
- (D) SUBJECT TO VALID BIDS BEING RECEIVED AT OR ABOVE THE OFFER PRICE, UNDERSUBSCRIPTION, IF ANY, IN ANY CATEGORY, EXCEPT IN THE QIB PORTION, WOULD BE ALLOWED TO BE MET WITH SPILL-OVER FROM ANY OTHER CATEGORY OR COMBINATION OF CATEGORIES OF BIDDERS AT THE



S. Sanghvi
[Signature]



[Signature]



[Signature]

T.M. Sanghvi
T.B. Sanghvi

DISCRETION OF OUR COMPANY IN CONSULTATION WITH THE BOOK RUNNING LEAD MANAGER AND THE DESIGNATED STOCK EXCHANGE, SUBJECT TO APPLICABLE LAWS.

- (E) SEBI THROUGH ITS CIRCULAR NO: SEBI/HO/CFD/DIL2/CIR/P/2022/45 DATED APRIL 5, 2022, HAS PRESCRIBED THAT ALL INDIVIDUAL INVESTORS APPLYING IN INITIAL PUBLIC OFFERINGS OPENING ON OR AFTER MAY 1, 2022, WHERE THE APPLICATION AMOUNT IS UP TO ₹5,00,000 SHALL USE UPI. INDIVIDUAL INVESTORS BIDDING UNDER THE NON-INSTITUTIONAL PORTION FOR MORE THAN ₹2,00,000 AND UP TO ₹5,00,000, USING THE UPI MECHANISM, SHALL PROVIDE THEIR UPI ID IN THE BID CUM APPLICATION FORM FOR BIDDING THROUGH SYNDICATE, SUB-SYNDICATE MEMBERS, REGISTERED BROKERS, RTAS OR CDPS, OR ONLINE USING THE FACILITY OF LINKED ONLINE TRADING, DEMAT AND BANK ACCOUNT (3 IN 1 TYPE ACCOUNTS), PROVIDED BY CERTAIN BROKERS
- (F) THE OFFER SHALL BE CONDUCTED THROUGH BOOK BUILDING PROCESS PURSUANT TO REGULATION 253(1) OF THE SEBI (ICDR) REGULATIONS, 2018 AS AMENDED, PURSUANT TO WHICH THE EQUITY SHARES ARE TO BE OFFERED AT THE OFFER PRICE.
- (G) THE OFFER HAS BEEN AUTHORIZED BY A RESOLUTION OF OUR BOARD DATED JULY 3, 2024, AND THE FRESH ISSUE HAS BEEN AUTHORIZED BY A SPECIAL RESOLUTION OF OUR SHAREHOLDERS DATED JULY, 6, 2024. FURTHER, OUR BOARD HAS TAKEN ON RECORD THE CONSENTS OF THE SELLING SHAREHOLDERS BY A RESOLUTION OF OUR BOARD DATED JULY 09, 2024.
- (H) THE OFFER IS BEING MADE IN TERMS OF CHAPTER IX OF THE SEBI (ICDR) REGULATIONS, 2018, AS AMENDED FROM TIME TO TIME. THIS OFFER IS BEING MADE BY OUR COMPANY IN TERMS OF REGULATION OF 229 (2) AND REGULATION 253 (1) OF SEBI ICDR REGULATIONS READ WITH RULE 19(2)(B)(I) OF SCRR WHEREIN NOT LESS THAN 25% OF THE POST – OFFER PAID UP EQUITY SHARE CAPITAL OF OUR COMPANY ARE BEING ISSUED TO THE PUBLIC FOR SUBSCRIPTION.
- (I) THE ISSUER COMPANY HAVE RECEIVED IN-PRINCIPLE APPROVAL FROM NSE DATED OCTOBER 30, 2024 REF: NSE/LIST/4279 FOR LISTING OF ITS EQUITY SHARES ON THE EMERGE PLATFORM OF NSE
- (J) SHRENI SHARES LIMITED, MARKET MAKER TO THE OFFER HAS AGREED TO ENSURE FULL SUBSCRIPTION TO ITS MARKET MAKER PORTION OF 1,53,600 EQUITY SHARES IN TERMS OF THIS MARKET MAKING AGREEMENT. ONE OF THE REQUIREMENTS OF ISSUING EQUITY SHARES TO THE PUBLIC IN ACCORDANCE WITH THE CHAPTER IX OF THE SEBI (ICDR) REGULATIONS 2018, AS AMENDED, AS SPECIFIED IN REGULATION 261 OF THE SAID REGULATIONS IS THAT FEDEX SECURITIES PRIVATE LIMITED BEING THE BOOK RUNNING LEAD MANAGER TO THE OFFER
- (K) BRLM AND ISSUER COMPANY HAS TO ENSURE COMPULSORY MARKET MAKING THROUGH THE STOCK BROKERS APPOINTED BY THE ISSUER COMPANY OF THE NSE FOR THE COMPULSORY MARKET MAKING PERIOD FOR A MINIMUM PERIOD OF THREE YEARS FROM THE DATE OF LISTING OF THE SPECIFIED SECURITIES OR FROM THE DATE OF MIGRATION FROM THE MAIN BOARD IN TERMS OF REGULATION 276. SHRENI SHARES LIMITED IS A REGISTERED MARKET MAKER WITH NSE HAVING SEBI REGISTRATION NO. INZ000268538 AND NSE MEMBER CODE 14109. SUBSEQUENTLY IT IS REGISTERED AS A MARKET MAKER AND CAN ACT AS MARKET MAKER TO THE OFFER.



Signature



T.B. Sanghavi

Signature

Signature

- (L) THE ISSUER- "ROYAL ARC ELECTRODE LIMITED" AND BOOK RUNNING LEAD MANAGER- FEDEX SECURITIES PRIVATE LIMITED HAVE APPROACHED SHRENI SHARES LIMITED FOR BEING APPOINTED AS MARKET MAKER FOR THIS INITIAL PUBLIC ISSUE AND SHRENI SHARES LIMITED HAS ACCEPTED SUCH PROPOSAL AND CONFIRMED THAT THERE IS NO CONFLICT OF INTEREST ARISING FROM SUCH TRANSACTION OR ARRANGEMENT. THE ISSUER HAS UNDERSTOOD THE PRELIMINARY ARRANGEMENTS IN PLACE AND 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, Controls or is Controlled by or is under common Control with such Party, (ii) any other person which is a holding company, subsidiary or joint venture of such Party, and/or (iii) any other person in which such Party has a "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 decisions of that person, but, is less than Control over those policies and shareholders beneficially holding, directly or indirectly, through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, the terms "holding company", "subsidiary" and "joint venture" have the respective meanings set forth in Sections 2(46), 2(87) and 2(6) of the Companies Act, 2013, respectively.

"Addendum" means the addendum to the Draft Red Herring Prospectus dated October 24, 2024, filed with SEBI and the Stock Exchanges and issued in accordance with the SEBI ICDR Regulations;

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

"Agreement" shall mean this Agreement or any other agreement as specifically mentioned and all amendments thereto.

"Applicant" shall mean any prospective investor who makes an application pursuant to the terms of the Prospectus and the Application Form.

"Application" shall mean an indication to make an offer during the Offer Period by an ASBA Applicant, pursuant to submission of Application Form, to subscribe for or purchase Equity Shares at the Offer Price including all revisions and modifications thereto, to the extent permissible under the SEBI (ICDR) Regulations.



[Handwritten signature]



[Handwritten signature]

“Anchor Investor” A Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus and who has Bid for an amount of at least ₹ 200 lakhs

“Anchor Investor Allocation Price” The price at which the Equity Shares will be allocated to the Anchor Investors in terms of the Red Herring Prospectus and Prospectus, which will be decided by our Company, in consultation with the BRLM, during the Anchor Investor Bidding Date.

“Anchor Investor Bid/Offer Period” or “Anchor Investor Bidding Date” One Working Day prior to the Bid / Offer Opening Date, on which Bids by Anchor Investors shall be submitted, prior to and after which the Book Running Lead Manager will not accept any Bids from Anchor Investors, and allocation to Anchor Investors shall be completed.

“Anchor Investor Offer Price” The final price at which the Equity Shares will be Allotted to the Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which price will be equal to or higher than the Offer Price but not higher than the Cap Price. The Anchor Investor Offer Price will be decided by our Company, in consultation with the BRLM

“Anchor Investor Pay-in Date” With respect to the Anchor Investor(s), it shall be the Anchor Investor Bidding Date, and in the event the Anchor Investor Allocation Price is lower than the Offer Price, a date not later than 2 (two) Working Days after the Bid/ Offer Closing Date.

“Anchor Investor Portion” Up to 60% of the QIB Portion, which may be allocated by our Company in consultation with the BRLM, to the Anchor Investors on a discretionary basis, in accordance with the SEBI ICDR Regulations. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price, in accordance with the SEBI ICDR Regulations.

“ASBA Account” A bank account maintained with an SCSB and specified in the Bid cum Application Form which will be blocked by such SCSB to the extent of the appropriate Bid Amount in relation to a Bid by a Bidder (other than a Bid by an Anchor Investor) and includes a bank account maintained by a UPI Bidder linked to a UPI ID, which will be blocked upon acceptance of a UPI Mandate Request made by UPI Bidders using the UPI Mechanism.

“Bid” An indication to make an Offer during the Bid/Offer Period by an ASBA Bidder pursuant to submission of the ASBA Form to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations and in terms of the Red Herring Prospectus and the relevant Bid cum Application Form. The term “Bidding” shall be construed accordingly.

“Bid lot” 1200 Equity Shares and in multiples of 1200 Equity Shares thereafter



H.N. Pujan
FEDEX SECURITIES PVT. LTD.
ROYAL ARC ELECTRODES LTD.
MUMBAI
SEBI
7

“Bid/Offer Closing Date” The date after which the Designated Intermediaries will not accept any Bids, being [●], which shall be published in [●] editions of [●] (a widely circulated English national daily newspaper), [●] and editions of [●] (a widely circulated Hindi national daily newspaper), [●] and editions of [●] (a widely circulated Regional language daily newspaper) (Marathi being the regional language of Maharashtra, where our Registered Office is located). Our Company in consultation with the BRLM, may, consider closing the Bid/Offer Period for QIBs one Working Day prior to the Bid/Offer Closing Date in accordance with the SEBI ICDR Regulations. In case of any revision, the extended Bid/ Offer Closing Date shall be widely disseminated by notification to the Stock Exchanges, and also be notified on the websites of the BRLM and at the terminals of the Syndicate Members, if any and communicated to the Designated Intermediaries and the Sponsor Bank, which shall also be notified in an advertisement in same newspapers in which the Bid/ Offer Opening Date was published, as required under the SEBI ICDR Regulations

“Bid/Offer Opening Date” The date on which the Designated Intermediaries shall start accepting Bids, being [●], which shall be published in [●] editions of [●] (a widely circulated English national daily newspaper), [●] and editions of [●] (a widely circulated Hindi national daily newspaper), [●] and editions of [●] (a widely circulated Regional language daily newspaper) (Marathi being the regional language of Maharashtra, where our Registered Office is located).

“Bid/ Offer Period” The period between the Bid/ Offer Opening Date and the Bid/ Offer Closing Date, inclusive of both days, during which prospective Bidders can submit their Bids, including any revisions thereof in accordance with the SEBI ICDR Regulations and the terms of the Red Herring Prospectus. Provided, however, that the Bidding shall be kept open for a minimum of three Working Days for all categories of Bidders. Our Company in consultation with the Book Running Lead Manager may consider closing the Bid/Offer Period for the QIB Portion One Working Day prior to the Bid/Offer Closing Date which shall also be notified in an advertisement in same newspapers in which the Bid/Offer Opening Date was published, in accordance with the SEBI ICDR Regulations. In cases of force majeure, banking strike or similar circumstances, our Company in consultation with the BRLM, for reasons to be recorded in writing, extend the Bid / Offer Period for a minimum of one Working Days, subject to the Bid/ Offer Period not exceeding 10 Working Days

“Book Building Process” Book building process, as provided in Part A of Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made.

“BRLM / Book Running Lead Manager or Lead Manager” Book Running Lead Manager to the Offer, in this case being Fedex Securities Private Limited.

“Cap Price” The higher end of the Price Band, above which the Offer Price and the Anchor Investor Offer Price will not be finalized and above which no Bids will be accepted, including any revisions thereof. The Cap Price shall be at least 105% of the Floor Price and shall not be more than 120% of the Floor Price



[Handwritten signature]

[Handwritten signature]



T. B. Samghavi



dr. H. Sghvi

[Handwritten signature]

"Companies Act" shall mean the Companies Act, 2013, to the extent in force pursuant to the notification of the notified sections, read with the rules, regulations, clarifications and modifications thereunder.

"Companies Act, 1956" shall mean Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon notification of the notified sections of the Companies Act, 2013).

"Companies Act, 2013" shall mean Companies Act, 2013, to the extent in force pursuant to the notification of the notified sections, read with the rules, regulations, clarifications and modifications thereunder.

"Compulsory Market Making Period" shall mean the Market Making period starting from the listing of shares of Royal Arc on NSE EMERGE till a minimum period of 3 (three) years as prescribed under Regulation 261 of the SEBI (ICDR) Regulations 2018, as amended. However, it has been provided that in terms of Regulation 276 of the SEBI (ICDR) Regulations, 2018, that a Company may migrate to the Main Board (in this case being the Main Board of NSE) 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, or as may be amended from time to time.

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

"Cut-off Price" Offer Price, authorized by our Company, in consultation with the BRLM which shall be any price within the Price Band. Only Retail Individual Bidders are entitled to Bid at the Cut-off Price. QIBs (including Anchor Investors) and Non-Institutional Bidders are not entitled to Bid at the Cut-off Price.

"Cut-off time" For all pending UPI Mandate Requests, the Sponsor Bank(s) shall initiate requests for blocking of funds in the ASBA Accounts of relevant Bidders with a confirmation cut-off time of 5:00 pm on after the Bid/Offer Closing Date

"Designated Stock Exchange" shall mean EMERGE Platform of the NSE Limited (NSE EMERGE).

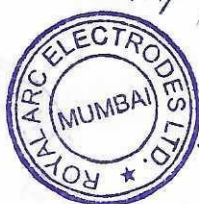
"Draft Red Herring Prospectus" Draft Red Herring prospectus dated August 02, 2024 issued in accordance with Section 32 of the Companies Act, 2013 and SEBI (ICDR) Regulations.

"Designated Market Maker" SHRENI SHARES LIMITED will act as the Market Maker and has agreed to receive or deliver the specified securities in the market making process for a period of



Handwritten signature

T.B. Sanyal



Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature

three years from the date of listing of our Equity Shares or for a period as may be notified by amendment to SEBI ICDR Regulations

"Escrow Agreement" An agreement to be entered among our Company, Selling Shareholder, the Registrar to the Offer, the Escrow Collection Bank(s)/Refund Bank(s)/Sponsor Bank and the Book Running Lead Manager for the collection of Application Amounts and where applicable, for remitting refunds, on the terms and conditions thereof

"Escrow Collection Bank(s)" Banks which are clearing members and registered with SEBI as bankers to an Offer and with whom the Escrow Accounts will be opened, in this case being Kotak Mahindra Bank

"Floor Price" The lower end of the Price Band subject to any revision thereto, not being less than the face value of the Equity Shares at or above which the Offer Price and the Anchor Investor Offer Price will be finalised and below which no Bids will be accepted.

Fresh Issue: The fresh issue component of the Offer comprising an issuance by our Company of 18,00,000 Equity Shares* of face value ₹10 each at ₹[●] per Equity Share (including a premium of ₹[●] per Equity Share) aggregating to ₹[●] Lakhs*

*Subject to finalisation of the Basis of Allotment

"General Information Document/ GID" The General Information Document for investing in public offers, prepared and issued in accordance with the circular (SEBI/HO/CFD/DIL1/CIR/P/2020/37) dated March 17, 2020 issued by SEBI and the UPI Circulars, as amended from time to time. The General Information Document shall be available on the websites of the Stock Exchanges and the BRLM

"Listing Date" shall mean the date with effect from which the shares issued through this Offer being made by Royal Arc are permitted for trading by the EMERGE Platform of NSE .

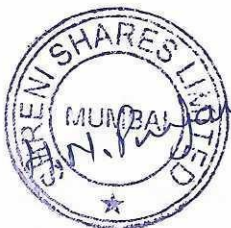
"Indemnified Party" shall have the meaning given to such term in this Agreement and shall be read and construed in context of the text to which it pertains.

"IPO/ Issue/ Issue Size/ Public Issue" Initial Public Offering

"Market Maker Reservation Portion" The reserved portion of 1,53,600 Equity Shares* of face value of ₹ 10.00/- each fully paid-up for cash at a price of ₹ [●]/- per Equity Share aggregating to ₹ [●] Lakhs for the Market Maker in this Offer

*Subject to finalization of the Basis of Allotment

"Market Maker" shall mean any person who is registered as a Market Maker with the stock exchange, in this case being SHRENI SHARES LIMITED.

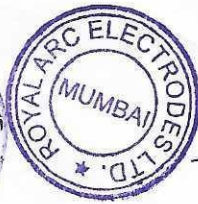


Handwritten signature: B. Sanjay

Handwritten signature: [unclear]



Handwritten signature: T.B. Sanjay



Handwritten signature: [unclear]

Handwritten signature: Anil H. Sanjay

Handwritten signature: T.B. Sanjay

Handwritten signature: [unclear]

"Mutual Fund Portion" 5% of the Net QIB Portion or [●] Equity Shares of face value ₹10 which shall be available for allocation to Mutual Funds only on a proportionate basis, subject to valid Bids being received at or above the Offer Price

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

"Net Proceeds" Proceeds of the Fresh Issue less our Company's share of the Offer expenses. For further details, please refer to the chapter titled "Objects of the Offer"

"Net Offer" The offer less market maker reservation portion

"Non-institutional Applicants" shall mean all Applicants that are not QIBs or Retail Applicants and who have applied for Equity Shares for an amount more than Rs. 2,00,000;

"Non-Institutional Bidders / Non-Institutional Investor / NIB/ NII" The portion of the Offer being not less than 15% of the Offer comprising 4,45,200 Equity Shares of face value ₹10 each which shall be available for allocation on a proportionate basis or any other manner as introduced in accordance with applicable laws, to Non-Institutional Bidders, subject to valid Bids being received at or above the Offer Price. All Bidders (including Eligible NRIs), who are not QIBs or Retail Individual Bidders and who have applied for Equity Shares for an amount of more than ₹ 2,00,000

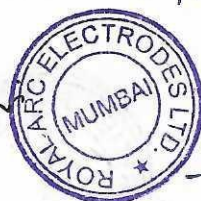
"Net QIB Portion" The portion of the QIB Portion less the number of Equity Shares Allotted to the Anchor Investor

"Offer/ Offer Size / Public Offer / IPO" The initial public offer of Equity Shares comprising the Fresh Issue and the Offer for Sale. Initial public offer of up to 30,00,000* Equity Shares of face value ₹10 each for cash at a price of ₹ [●] per Equity Share (including a share premium of ₹ [●] per equity share) aggregating to ₹ [●] Lakhs. The Offer comprises of a Fresh Issue of up to 18,00,000 Equity Shares of face value ₹10 each aggregating to ₹ [●] Lakhs and an Offer for Sale of up to 12,00,000 Equity Shares of face value ₹10 aggregating to ₹ [●] Lakhs by the Selling Shareholders.

*Subject to finalisation of the Basis of Allotment

"Offer Agreement" The agreement dated July 3, 2024, between our Company, Selling Shareholders and the Book Running Lead Manager, pursuant to which certain arrangements are agreed to in relation to the Offer

"Offer Price" ₹ [●] per Equity Share, being 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 Offer Price in terms of the Red Herring Prospectus. The Offer Price was decided by our Company in consultation with the BRLM on the



Pricing Date, in accordance with the Book Building Process and in terms of the Red Herring Prospectus

"Offer for Sale" The offer for sale component of the Offer of up to 1,71,000 Equity Shares of face value of ₹10 each aggregating up to ₹ [●] Lakhs by Bipin Sanghvi, up to 1,23,000 Equity Shares of face value of ₹10 each aggregating up to ₹ [●] Lakhs by Tarulata Sanghvi, up to 3,33,000 Equity Shares of face value of ₹10 each aggregating up to ₹ [●] Lakhs by Hardik Sanghvi, up to 3,33,000 Equity Shares of face value of ₹10 each aggregating up to ₹ [●] Lakhs by Swagat Sanghvi, up to 1,20,000 Equity Shares of face value of ₹10 each aggregating up to ₹ [●] Lakhs by Pooja Sanghvi and up to 1,20,000 Equity Shares of face value of ₹10 each aggregating up to ₹ [●] Lakhs by Ami Sanghvi

"Offer Proceeds" The proceeds of the Fresh Issue which shall be available to our Company and the proceeds of the Offer for Sale which shall be available to the Selling Shareholders

"Offered Shares" up to 12,00,000 Equity Shares of face value of ₹10 each aggregating up to ₹ [●] lakhs by our Selling Shareholders

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

"Price Band" Price band ranging from a minimum price of ₹ [●] per Equity Share (Floor Price) to the maximum price of ₹ [●] per Equity Share (Cap Price). The Cap Price was at least 105% of the Floor Price. The Price Band and the minimum Bid Lot for the Offer were decided by our Company in consultation with the BRLM, and were advertised in all editions of [●] (a widely circulated Hindi national daily newspaper), and the Mumbai edition of [●] (a widely circulated Marathi daily newspaper, Marathi being the regional language of Maharashtra, where our Registered Office is located) at least two Working Days prior to the Bid / Offer Opening Date, with the relevant financial ratios calculated at the Floor Price and at the Cap Price, and were made available to the Stock Exchange for the purpose of uploading on their respective websites.

"Prospectus" The Prospectus to be filed with the ROC in accordance with the Companies Act, 2013, and the SEBI ICDR Regulations containing, inter alia, the Offer Price that is determined at the end of the Book Building Process, the size of the Issue and certain other information, including any addenda or corrigenda thereto.

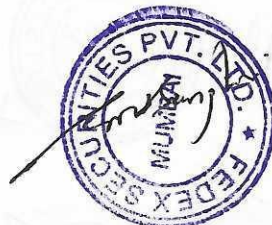
"Pricing Date" The date on which our Company in consultation with the BRLM, finalized the Offer Price, being [●]

"Prospectus" Prospectus dated [●], to be filed with the RoC in accordance with the Companies Act, 2013, and the SEBI ICDR Regulations containing, inter alia, the Offer Price that is determined in accordance with the Book Building Process, the size of the Offer and certain other information, including any addenda or corrigenda hereto



Pooja Sanghvi

Pooja



T.B. Sanghvi



A.H. Sanghvi

A.H. Sanghvi

"Public Offer Account" The account to be opened with the Banker to the Offer under Section 40 of Companies Act, 2013 to received monies from the ASBA Accounts

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

"QIB Category" or "QIB Portion" The portion of the Offer (including the Anchor Investor Portion) being not less than 50% of the Offer consisting of 14,00,400 Equity Shares which shall be available for allocation to QIBs (including Anchor Investors), subject to valid Bids being received at or above the Offer Price or Anchor Investor Offer Price (for Anchor Investors)

"Red Herring Prospectus or RHP" The Red Herring Prospectus dated [●] issued in accordance with Section 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, did not have complete particulars of the price at which the Equity Shares will be offered and the size of the Offer, including any addenda or corrigenda thereto. The Red Herring Prospectus will be filed with the RoC not less than three Working Days before the Bid / Offer Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date

"Registrar Agreement" The agreement dated July 3, 2024, entered between our Company, Selling Shareholders and the Registrar to the Offer, in relation to the responsibilities and obligations of the Registrar pertaining to the Offer

"Registrar to the Offer/Registrar" Registrar to the Offer being KFin Technologies Limited

"Retail Individual Investors" shall mean individual Applicants (including Hindu Undivided Family and Non-Resident Indians) who have applied for Equity Shares for an amount not more than Rs. 2,00,000 in any of the application options in the Offer.

"Retail Portion" The portion of the Offer being not less than 35% of the Offer comprising of 10,00,800 Equity Shares which shall be available for allocation to Retail Individual Bidders in accordance with the SEBI ICDR Regulations, which shall not be less than the minimum Bid Lot, subject to valid Bids being received at or above the Offer Price.

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

"SEBI (ICDR) Regulations, 2009" shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2009, as amended.

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

"Share Escrow Agreement" Agreement dated shall be entered into amongst our Company, the Selling Shareholders and the Share Escrow Agent in connection with the transfer of Equity Shares under the Offer for Sale by the Selling Shareholders and credit of such Equity Shares to the demat account of the Allottees



T.B. sanghavi

T.B.

Dr. H. Singh

Dr. H. Singh

Dr. H. Singh

T.B.

“Syndicate Member” Intermediaries registered with the SEBI are eligible to act as syndicate members and who is permitted to carry on the activity as an underwriter

“Underwriters” Shall mean **Fedex Securities Private Limited** and/or **SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED**

“Underwriting Agreement” The Agreement shall be entered between the Underwriters, Selling Shareholders and our Company on or after the Pricing Date but prior to filing of the Red Herring Prospectus or the Prospectus, with the RoC as the case may be

“UPI Bidder” Collectively, individual investors applying as (i) Retail Individual Bidders, in the Retail Portion, and (ii) Non-Institutional Bidders with an application size of up to ₹500,000 in the Non-Institutional Portion, and Bidding under the UPI Mechanism through ASBA Form(s) submitted with Syndicate Members, Registered Brokers, Collecting Depository Participants and Registrar and Share Transfer Agents.

Pursuant to Circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022 issued by SEBI, all individual investors applying in public issues where the application amount is up to ₹500,000 shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an Offer and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity)

“UPI Circular” SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular number SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2020 dated March 30, 2020, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular number SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular number SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, SEBI master circular with circular number SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 (to the extent that such circulars pertain to the UPI Mechanism), SEBI master circular with circular number SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, SEBI circular SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, and any subsequent circulars or notifications issued by SEBI in this regard, along with the circulars issued by the Stock Exchanges in this regard, including the circular issued by the NSE having reference no. 25/2022 dated August 3, 2022, and the circular issued by BSE

S. B. Sanghavi

T.B. sanghavi

[Handwritten signature]



[Handwritten signature]



Sh. H. Sghvi

[Handwritten signature]

having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or Stock Exchanges in this regard.

“Working Days” All days on which commercial banks in Mumbai, India are open for business, provided however, for the purpose of announcement of the Price Band and the Bid/Offer Period, “Working Day” shall mean all days, excluding all Saturdays, Sundays and public holidays on which commercial banks in Mumbai, India are open for business and the time period between the Bid/Offer Closing Date and listing of the Equity Shares on the Stock Exchanges, “Working Day” shall mean all trading days of the Stock Exchanges excluding Sundays and bank holidays in India in accordance with circulars issued by SEBI, including UPI Circulars

1.2 In this Agreement, unless the context otherwise requires:

- a) words denoting the singular shall include the plural and vice versa;
- b) words denoting a person shall include an individual, corporation, Company, partnership, trust or other entity;
- c) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- d) references to the word "include" or "including" shall be construed without limitation;
- e) references to this Market Making Agreement or to any other agreement, deed or other instrument shall be construed as a reference to this Market Making Agreement or such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted;
- f) reference to any party to this Market Making Agreement or any other agreement or deed or other instrument 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;
- g) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- h) 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) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
- j) capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft 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

2.1. On the basis of the representations and warranties contained in this Agreement and subject to the terms and conditions herein, the Market Maker hereby agrees to;



T.B. Sanghavi



Ji.H. Sahni

- A) subscribe to 1,53,600 Equity shares being the market maker reservation portion as specified in the Prospectus, on a firm basis and pay the amounts as are specified in the Prospectus. The Market Maker agrees not to withdraw its application.
- B) ensure Market Making in the Equity Shares of ROYAL ARC ELECTRODES LIMITED" in the manner and on the terms and conditions contained this Agreement, and as specified by SEBI and NSE from time to time.
- 2.2. The Market Maker(s) (individually or jointly) shall be required to provide a 2-way quote for 75% of the time in a day. The same shall be monitored by Stock Exchange. Further, the Market Maker shall inform Stock Exchange in advance for each and every black out period when the quotes are not being offered by the Market Maker.
- 2.3. The minimum depth of the quote shall be Rs.1,00,000/-. However, the investors with holdings of value less than Rs. 1,00,000/- shall be allowed to offer their holding to the Market Maker(s) (individually or jointly) in that scrip provided that he/she sells his/her entire holding in that scrip in one lot along with a declaration to the effect to the selling broker.
- 2.4. After completion of the first three months of market making, in terms of SEBI Circular No. CIR/MRD/DSA/31/2012 dated November 27, 2012; 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 Offer). 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. 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.
- 2.6. The Inventory Management and Buying/Selling Quotations and its mechanism shall be as per the relevant circulars issued by SEBI and EMERGE Platform of NSE from time to time.
- 2.7. Execution of the order at the quoted price and quantity must be guaranteed by the Market Maker(s), for the quotes given by them.
- 2.8. The Market Maker shall not sell in lots less than the minimum contract size allowed for trading on the SME Platform of NSE EMERGE(in this case currently the minimum trading lot size is as mentioned in prospectus Equity Shares; however, the same may be changed by the SME Platform of NSE EMERGE from time to time).

Blenshi - *T.B. Sanghavi* *T.M.A.*
W.H. Jethi



Signature



J.P.B.

- 2.9. The prices quoted by the Market Maker shall be in compliance with the Market Maker Spread requirements and other particulars as specified or as per the requirements of the NSE EMERGE and SEBI from time to time.
- 2.10. The Market Maker shall not be responsible to maintain the price of the Equity Shares of the Issuer Company at any particular level and is purely supposed to facilitate liquidity on the counter of Issuer Company via its 2-way quotes. The price of the Equity Shares shall be determined and be subject to market forces.
- 2.11. There would not be more than (5) five Market Makers for the Company's Equity Shares at any point of time and the Market Makers may compete with other Market Makers for better quotes to the investors. At this stage, Shreni Shares Limited is acting as the sole Market Maker.
- 2.12. 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 the NSE EMERGE
- 2.13. 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.
- 2.14. The Market Maker may also be present in the opening call auction, but there is no obligation on him to do so.
- 2.15. The securities of the company will be placed in SPOS and would remain in Trade for Trade settlement for 10 days from the date of listing of Equity share on the Stock Exchange.
- 2.16. 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 EMERGE and SEBI circulars.
- 2.17. The Market Maker has to act in that capacity for a period of three years.
- 2.18. 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 Exchange, while force-majeure will be applicable for non-controllable reasons. The decision of the Exchange for deciding controllable and non-controllable reasons would be final.
- 2.19. The Market Maker(s) shall have the right to terminate said arrangement by giving three month notice to the Lead Manager/Merchant Banker and to the Issuer Company, who shall then be responsible to appoint a replacement Market Maker(s).
- 2.20. 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



HS

T.B. Sanghavi

HS

Shri H. Sanghavi

Sanghavi

poorja

Running Lead Manager/Issuer Company to arrange for another Market Maker(s) 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 the Company and BRLM reserve the right to appoint other Market Maker(s) either as a replacement of the current Market Maker or as an additional Market Maker subject to the total number of Designated Market Makers does not exceed 5 (five) 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 till issue Issuing closing date.

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

2.22. Punitive Action in case of default by Market Makers: 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 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 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 Circular bearing reference no: CIR/MRD/DP/ 02/2012 dated January 20, 2012, has laid down that for Issue size up to Rs. 250 Crores, the applicable price bands for the first day shall be:

- 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.
- In case equilibrium price is not discovered in the Call Auction, the price band in the normal trading session shall be 5% of the Offer 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 the buy quote) shall be within 10% or as intimated by Exchange from time to time.

The following spread will be applicable on the SME Exchange Platform.



H. S. Sharma

Boyer

T.B. Senghavi



T.M.M.

Shi.H. Singh



H.B.A.

H.B.A.

Sr. No.	Market Price Slab (in Rs.)	Proposed spread (in % to sale price)
1.	Up to 50	9
2.	50 to 75	8
3.	75 to 100	6
4.	Above 100	5

2.25. Pursuant to SEBI Circular number /2012 dated November 27, 2012, limits on the upper side for Market Makers 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)
Up to Rs.20 Crores	25%	24%
Rs.20 to Rs.50 Crores	20%	19%
Rs.50 to Rs.80 Crores	15%	14%
Above Rs.80 Crores	12%	11%

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 / NSE EMERGE from time to time.

3. REPRESENTATIONS AND WARRANTIES BY THE MARKET MAKER:

3.1 In addition to any representations of the Market Maker under the Registration Documents filed with the NSE EMERGE, the Market Maker hereby represents and warrants that:

- It has taken all necessary actions to authorize the signing and delivery of this Agreement;
- 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.
- It will comply with all of its respective obligations set forth in this Agreement.
- It will 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 Equity Shares of Royal Arc in specific.
- It shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.
- It shall promptly apply to NSE and get empanelled as market maker for NSE EMERGE.

3.2 The Market Maker acknowledges that it is under a duty to notify the Book Running Lead Manager and the NSE EMERGE immediately in case it becomes aware of any breach of a representation or warranty.



3.3 Further Shreni Shares Limited, had confirm the requirement and they are eligible for marketing making of the Issuer Company as per circular of NSE NSE/MSD/58186/54/2023 dated August 31, 2023 ("NSE Circular"). Furthermore, in case of any non-compliance, the market maker may have to face regulatory action for the same.

3.4 The Market maker who are acting in the capacity of market maker for the Issuer Company are required to be compliant with net worth requirement based on number of companies undertaken for market making as per the NSE circular during their market making period.

3.5 The market maker who wants to facilitate market making for multiple companies is required to have enhanced net worth based as per NSE circular

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 will ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of NSE EMERGE with respect to role of the Book Running Lead Manager in the Market Making process in general and Market Making process in the Equity Shares of Royal Arc in specific.
- e) It will follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, Stock Exchanges and related associations from time to time.

4.2 The Book Running Lead Manager acknowledges that it is under a duty to notify the Market Maker and the NSE EMERGE of 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 Issuer. As per the SEBI (ICDR) Regulations, 2018, 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 ISSUER:

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

[Handwritten signatures and names]
T.B. Sanghavi
H. N. Pujari
H. H. Sghai



[Handwritten signature]



[Handwritten signature]

- 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 Issuer.
- 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 SME Platform of NSE EMERGE with respect to role of the Issuer in the Market Making process in general and Market Making process in the Equity Shares of MLCL in specific.
- e) It shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, Stock Exchanges and related associations from time to time.

6. CONDITIONS TO THE MARKET MAKERS' OBLIGATIONS:

6.1 The several obligations of Shreni Shares in its capacity as 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 SEBI, the EMERGE NSE 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 Issuer 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 Issuer has been granted final listing approval by the NSE EMERGE 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 Issuer shall have furnished to the Market Maker such further information, certificates, documents and materials as the Market Maker shall reasonably request in writing.
- e) Further, if Market Maker fail to comply to NSE circular or any other provision as per applicable laws or any other condition shall indemnify and keep indemnified Book Running Lead Manager and the Issuer Company for 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 any non compliance. 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.

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



Shri. H. D. Gohri

HBZ

Pooja

HBZ

HBZ

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, Issuer and the NSE EMERGE immediately and take necessary actions to correct this failure upon discovery.

6.2 If any condition specified in Section 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 6 (six) months to the Book Running Lead Manager any time on or prior to the Listing Date; provided, however, that the provisions of Sections 5, 6, 7, 8, 11, 12, 13, 16, 17, and 21 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 of the SEBI (ICDR) Regulations, 2018. In such a case, revised agreement like this present Agreement 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 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 Royal Arc as required under the SEBI (ICDR) Regulations, 2018. Such aggregate fees 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 Issuer shall not bear any other expenses or losses, if any, incurred by Shreni Shares as the Market Maker in order to fulfil its obligations, except for the fees mentioned in Schedule A of this Agreement.

Provided further that the Market Maker may, if so required, demand for an interest free good faith deposit from the Issuer and if the Issuer deems fit, it may agree to provide the same. The Book Running Lead Manager shall facilitate such transaction and ensure fair dealing in this matter. Provided further that, such an interest free good faith deposit shall remain refundable and shall have to be refunded, upon retiring the said Market Maker from its duties. Also, it is hereby confirmed by all parties that such Interest Free Good Faith deposit shall not exceed 10% of the total Issue Size i.e.

8. INDEMNITY



H. A. Rajwade

T.B. Sangharvi

[Signature]



H. A. Rajwade

[Signature]

8.1 The Book Running Lead Manager and the Market Maker shall indemnify and keep indemnified the Issuer ("**Indemnified Party**") for its own account and on account of their respective Affiliates and all the respective directors, officers, employees, duly authorized agents and Controlling Persons (each, an "**Indemnifying 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 IPO subscription, trading, liquidity and failure to make minimum market requirement from time to time which are determined by a court or arbitral tribunal of the competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the wilful defaults or gross negligence on the part of the Book Running Lead Manager or Market Maker, respectively. 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.

8.2 The Issuer shall indemnify and keep indemnified, the Book Running Lead Manager and Market Maker (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, 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 Issuer will not be liable to the Book Running Lead Manager and 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 any of the Book Running Lead Manager and/or the Market Maker jointly or severally, as the case may be, and/or as a result of bad faith or gross negligence or willful misconduct, illegal or fraudulent acts, in performing the services under this Agreement.

9. TERMINATION

9.1 The Market Maker shall be allowed to terminate this Agreement by giving a written notice to the Book Running Lead Manager 3 (Three) months prior to the date from which it wishes to discontinue its services. 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. Provided further that, the Market Maker may be replaced with a successor Market Maker, which is acceptable to NSE, the Book Running Lead Manager and the Issuer from time to time.

9.2 Notwithstanding Section 9.1 above, the Book Running Lead Manager may terminate this agreement with immediate effect in case of a material event pertaining to the Market Maker,



Handwritten signature in blue ink, possibly "H.N.P.", written below the stamp.

Handwritten signature in blue ink, possibly "T.B. Samyhar", written above the stamp.

Handwritten signature in blue ink, possibly "H. H. Syhi", written to the right of the stamp.

Handwritten signature in blue ink, possibly "Pooja", written below the other signatures.

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 Issuer.

- 9.3 The Book Running Lead Manager shall have a right to terminate this agreement if the Market Maker is unable to get itself empanelled with the SME Platform of NSE EMERGE as Market Maker within 7 (seven) days from the date of execution of this Agreement.
- 9.4 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.
- 9.5 It is agreed to between the Parties hereto that in the event of the Issuer migrating to the Main Board of NSE, during the Compulsory Market Making Period, this Agreement shall stand terminated and the Market Maker shall no longer be obliged to provide the Issuer any market making services.
- 9.6 The provisions of Sections 6, 7, 8, 11, 12, 13, 16, 17, and 21 shall survive the termination of this Agreement.
- 9.7 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 current Market Maker (i.e. Shreni Shares Limited) 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, as amended. In such a case, revised agreement like this present Agreement 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.

10. NOTICES

Any notice or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, or (b) sent by registered mail, postage prepaid, to the address of the respective Party specified in the recitals to this Agreement, or to such fax 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 Section will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by tele facsimile or other similar facsimile transmission, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

11. MAXIMUM LIABILITY



Handwritten signature

T. B. Sanghavi
Handwritten signature



Handwritten signature
H. H. Sghvi

Handwritten signature
H. H. Sghvi

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the Book Running Lead Manager and/or the Market Maker shall be liable, respectively, for any claims, actions, losses, damages, penalties, liabilities, costs, charges, expenses, suits, or proceedings, 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 Party's fraud, gross negligence or willful default.

12.CHANGE IN LEGAL ENVIRONMENT

The terms of this agreement for services by Shreni Shares Limited for the Offer and 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, Department of Company Affairs, Registrar of Companies, SEBI, Stock Exchanges and other governing authorities. Any change or alteration by the respective bodies in the prevailing laws and regulations in future times, that may render the accomplishment of the Issue or market making unsuccessful for the reasons beyond Shreni Shares Limited and the Issuer's control shall not be counted as SBLP's failure. In case of such an event, Shreni Shares Limited shall not be liable or legally bound to any proceedings or actions for refund of fees received by us till such date.

13.TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Issuer, the Market Maker, 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 Issuer, the Underwriter or the Market Maker to adhere to the time limits shall unless otherwise agreed between the Issuer, the Underwriters and the Market Maker, discharge the Underwriter, the Market Maker or Issuer of his / their obligations under this Market Making 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 Issuer, 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 representation, warranties, indemnities, undertakings and other obligations given, entered into or made by each of them in this Agreement.

15.MISCELLANEOUS

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



T.B. Sanghavi



HBFA

Handwritten signatures and initials, including 'HBFA' and 'SBLP'.

their respective rights or obligations under this Agreement or purport to do so without the consent of the Market Maker and the Issuer.

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

17. ARBITRATION

If any dispute, difference or claim arises between the Parties (the "Disputing Parties") hereto in connection with the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within fifteen business days after a written request by any Disputing Party to commence discussions (or such longer period as the Disputing Parties may agree in writing) then the dispute shall be referred for final resolution to a sole arbitrator. The Parties shall co-operate in good faith to appoint a sole arbitrator to decide the dispute. In such arbitrator(s) shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in Mumbai, Maharashtra.

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

18. 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.

19. SEVERABILITY

If any provision or any portion of a provision of this Agreement or the Engagement Letter is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Agreement or the Engagement Letter, 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.

20. COUNTERPARTS



Pujari

T.B. Senghavi
T.B. Senghavi



H.B.

H.B.

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.

21. CUMULATIVE REMEDIES

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

22. ILLEGALITY

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In case any provision of this Agreement conflicts with any provision of law including SEBI (ICDR) Regulations, 2018, 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.

23. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. The Parties may not, without the prior written consent of the other Parties, assign or transfer any of their respective rights or obligations under this Agreement to any other person, provided however, that the BRLM may assign or transfer any of its rights or obligations under this Agreement to an Affiliate without the consent of the Parties. Any such person to whom such assignment or transfer has been duly and validly effected shall be referred to as a permitted assign.

No Party shall assign any of its rights under this Agreement without the consent of the Parties 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 Book Running Lead Manager and Market Maker (as the case may be) to the aforesaid Offering and to their name being inserted as Book Running Lead Manager and Market Maker (as the case may be) in the Red Herring Prospectus and Prospectus which the Issuer intends to issue in respect of the proposed Offering and hereby authorize the Issuer to deliver this Agreement to SEBI, ROC and the NSE EMERGE

T.B. Sanghavi
S. B. Sanghavi

[Signature]

Ch. H. Sghvi

[Signature]

H.B. [Signature]

H.B. [Signature]



This signature page forms an integral part of Market Making Agreement in connection with the proposed initial public offering by Royal Arc Electrodes Limited.

IN WITNESS WHEREOF, this Market Making Agreement has been executed by the parties or their duly authorised signatories the day and year first above written.

Signed for and on behalf of **ROYAL ARC ELECTRODES LIMITED**



Hardik Sanghvi
Whole Time Director & Chief Financial Officer
DIN: 00617415



This signature page forms an integral part of Market Making Agreement in connection with the proposed initial public offering by Royal Arc Electrodes Limited.

IN WITNESS WHEREOF, this Market Making Agreement has been executed by the parties or their duly authorised signatories the day and year first above written.



BIPIN SANGHVI
PROMOTER SELLING SHAREHOLDER

This signature page forms an integral part of Market Making Agreement in connection with the proposed initial public offering by Royal Arc Electrodes Limited.

IN WITNESS WHEREOF, this Market Making Agreement has been executed by the parties or their duly authorised signatories the day and year first above written.

T.B. Sanghvi

TARULATA SANGHVI
PROMOTER SELLING SHAREHOLDER

This signature page forms an integral part of Market Making Agreement in connection with the proposed initial public offering by Royal Arc Electrodes Limited.

IN WITNESS WHEREOF, this Market Making Agreement has been executed by the parties or their duly authorised signatories the day and year first above written.



HARDIK SANGHVI
PROMOTER SELLING SHAREHOLDER

This signature page forms an integral part of Market Making Agreement in connection with the proposed initial public offering by Royal Arc Electrodes Limited.


IN WITNESS WHEREOF, this Market Making Agreement has been executed by the parties or their duly authorised signatories the day and year first above written.



SWAGAT SANGHVI
PROMOTER SELLING SHAREHOLDER

This signature page forms an integral part of Market Making Agreement in connection with the proposed initial public offering by Royal Arc Electrodes Limited.

IN WITNESS WHEREOF, this Market Making Agreement has been executed by the parties or their duly authorised signatories the day and year first above written.



POOJA SANGHVI
PROMOTER GROUP SELLING SHAREHOLDER

This signature page forms an integral part of Market Making Agreement in connection with the proposed initial public offering by Royal Arc Electrodes Limited.

IN WITNESS WHEREOF, this Market Making Agreement has been executed by the parties or their duly authorised signatories the day and year first above written.




AMI SANGHVI
PROMOTER GROUP SELLING SHAREHOLDER

This signature page forms an integral part of Market Making Agreement in connection with the proposed initial public offering by Royal Arc Electrodes Limited.

IN WITNESS WHEREOF, this Market Making Agreement has been executed by the parties or their duly authorised signatories the day and year first above written.

Signed for and on behalf of **FEDEX SECURITIES PRIVATE LIMITED**


SAIPAN SANGHVI
AUTHROISED SIGNATORY



This signature page forms an integral part of Market Making Agreement in connection with the proposed initial public offering by Royal Arc Electrodes Limited.

IN WITNESS WHEREOF, this Market Making Agreement has been executed by the parties or their duly authorised signatories the day and year first above written.

Signed for and on behalf of **SHRENI SHARES LIMITED**

H.N. Punjani

Hitesh Punjani
Whole-time Director
DIN No: 02072811



SCHEDULE A

MARKET MAKING FEES PAYABLE BY THE ISSUER TO THE MARKET MAKER

- The Issuer shall pay to the Market Maker (Shreni Shares Limited), a Market Making Fee of Rs. 5,00,000/- (Rupees Five Lakhs Only) per annum payable during the Compulsory Market Making Period as per the provisions of Clause 7 of this Agreement (*Market Making Fees and Other Related Arrangements*).
- All applicable taxes will be additionally payable and would be borne by the Issuer.
- The total cost to the Issuer for Market Making shall not exceed the amount as stated above plus applicable taxes per quarter.
- 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.

[Handwritten signature]

[Handwritten signature]




Shri. H. Sanghavi
[Handwritten signature]
H.B. Sanghavi
[Handwritten signature]
[Handwritten initials]


[Handwritten signature]