

This stamp paper of Rs. 500/- forms an integral part of Market Making Agreement dated October 12, 2026 between Sunkind India Limited ("Issuer" or "Company" or "SIL") and Hem Finlease Private Limited ("HFPL" or "Market Maker") and Hem Securities Limited ("Book Running Lead Manager" or "BRLM" or "HSL") at Jaipur Rajasthan.

Sunkind India Limited	**Hem Finlease Private Limited**	**Hem Securities Limited**

क्र.स 3776 दिनांक 30 JUL 2026

मुद्रांक का मुल्य 100/–

केता का नाम – **HEM FINLEASE PVT. LTD.**

केता का पता – **JAIPUR**

वास्ते – **AFFIDAVIT**

ह. मुद्रांक विक्रेता

30 JUL 2026

रमेश चन्द्र कुमावत

ला. न.–44/2012

1804, खजाने वालो का रास्ता, चौथा चौराहा, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के
अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार

1. आधारभूत आवसंरचना सुविधाओ हेतू
(धारा 3 क) 10/– रूपये

2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतू/
प्राकृतिक आपदाओं एवं मानव निर्मित आपदाओ के निवारण हेतू
(धारा 3 ख) 20/ रूपये

कुल योग 30/
अक्षर स्टाम्प विक्रेता
रमेश चन्द कुमावत ला. न. 44/2012

MARKET MAKING AGREEMENT FOR THE INITIAL PUBLIC OFFER BY SUNKIND INDIA LIMITED AT SME EXCHANGE

This **Market Making Agreement** (hereinafter referred to as the "**Agreement**") is made at Jaipur, Rajasthan on this **October 12, 2026,** by and amongst:

SUNKIND INDIA LIMITED, a Company incorporated under the Companies Act 2013, as amended (the **"Companies Act"**), bearing CIN U35105HR2019PLC082656 and having its Registered Office at Plot No-97A, AIHP Skyline, 1st Floor, Sector 32, Gurugram, Urban Estate, Gurgaon – 122001, Haryana, India. (hereinafter referred to as **"The Company"/ "Issuer"/ "SIL"**), 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

HEM FINLEASE PRIVATE LIMITED a Company incorporated under the Companies Act, 1956, bearing CIN U67120RJ1996PTC011799 and having its Registered Office at 203, Jaipur Tower, M. I. Road, Jaipur-302001, Rajasthan, India (hereinafter referred to as **"HFPL"** 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 **SECOND PART**;

AND

HEM SECURITIES LIMITED a Company incorporated under the Companies Act, 1956 bearing CIN U67120RJ1995PLC010390 and having its Registered Office at 203, Jaipur Tower, M. I. Road, Jaipur-302001, Rajasthan, India and Corporate Office at 904, A Wing, Naman Midtown, Senapati Bapat Marg, Elphinstone Road, Lower Parel, Mumbai-400013, Maharashtra, India (hereinafter referred to as **"HSL" 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 **THIRD PART**;

(The SIL, HFPL & HSL are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party").**

WHEREAS:

(A) The Issuer proposes an Initial Public Issue of upto **64,08,000** Equity Shares (**"The Issue"**), having face value of Rs. 10.00 each through an Issue of Equity Shares in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended, (as defined herein) and applicable Indian securities laws through Book Built Process for cash at an Issue price which shall be decided by the company in consultation with the Book Running Lead Manager and to list its Equity Shares at SME Platform of National Stock Exchange Limited (**"NSE Emerge"**).

(B) The Equity Shares to be offered for allotment in this Issue comprise a Net Issue to the public of up to **60,84,000** Equity Shares at an Issue Price 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 **3,24,000** Equity Shares (the **"Market Maker Reservation Portion"**), (collectively the "Issue"). The Net issue to public shall comprise of issue to Individual Investors, Individual Applicants other than 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 issue of shares shall be conducted through **Book Building Process** pursuant to Schedule XIII of the SEBI (ICDR) Regulations, 2018 in terms of which this issue is being made.

(D) The Issuer Company has obtained approval for the issue of its equity shares from its Board of Directors pursuant to the Board Resolution dated **July 13, 2026**. The Issuer Company has obtained shareholders' approval pursuant to Special Resolution under section 62(1)(c) of Companies Act 2013 at the Extra Ordinary General Meeting held on **July 20, 2026** which has collectively authorised the Issuer Company's Directors, or any other authorised representatives, for the purpose of the Offering, to issue and sign the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus, this Agreement, the Memorandum(s) of Understanding (as defined hereunder), Underwriting Agreement

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(as defined hereunder), any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Offering and to do all acts, deeds or things as may be required.

(E) The Issuer Company has applied for approval letter for insertion of name of National Stock Exchange Limited in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus and for listing of its Equity Shares on the SME Platform of National Stock Exchange Limited **("NSE Emerge").**

(F) HFPL, Market Maker to the Issue has agreed to ensure full subscription to its Market Maker Portion of up to **3,24,000** Equity Shares in its OWN account in terms of this Market Making Agreement. Hem Securities Limited, as Underwriter (who are also the Book Running Lead Manager to the Issue) has agreed to ensure that in case of any under subscription in the Issue of upto **64,08,000** Equity Shares, the same shall be arranged for subscription from its resources as per the specified timeline in terms of the Underwriting Agreement dated **October 12, 2026** executed between the Issuer Company and HSL, and in line with the requirements of the SEBI (ICDR) Regulations, 2018 and other applicable laws, regulations and guidelines.

(G) 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(1) of the said Regulations is that **HSL,** being the **Book Running Lead Manager to the Issue,** shall ensure compulsory Market Making on SME Platform of NSE **("NSE Emerge")** for the Compulsory Market Making Period (as defined).

(H) Hem Finlease Private Limited (HFPL) is a Registered Stock Broker/Trading Member of BSE & NSE having **SEBI Registration No.** INZ000167734. HFPL has also been registered as a Market Maker with the SME Platform of NSE vide **SEBI Registration No.** INZ000167734 and **NSE Code No**. 11100 since March 15, 2018.

(I) The Issuer Company has approached Hem Finlease Private Limited (HFPL) for being appointed as Market Maker for this Initial Public Issue and HFPL has accepted such proposal. The company 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 a specified person, shall mean any other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

"Allotment" shall mean the issue and allotment of Issued 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 has made an Application in accordance with the Draft Red Herring Prospectus/ Red Herring Prospectus and/ or the Prospectus.

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

"ASBA Account" means a Bank account maintained by an ASBA Applicant with a Self-Certified Syndicate Bank(s) **("SCSB")** which will be blocked by such SCSB to the extent of the Application Amount of the ASBA Applicant;

"ASBA Bidder/ ASBA Applicant" means any prospective investor of the Issue who apply for the Equity Shares of the Company through the ASBA facility;

"Basis of Allotment" means the basis on which the Equity Shares will be Allotted to successful Bidders under the Issue approved by Designated Stock Exchange and which is described in the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus;

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"Bid/ Issue" shall mean an indication to make an Issue during the Bid/Issue Period by ASBA Bidders pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/ 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, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations and in terms of the Red Herring Prospectus and the Bid cum Application Form. 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 Bidders Bidding at, the Cap price multiplied by the number of Equity Shares Bid for by such Individual Bidder and mentioned in the Bid cum Application Form and payable by the Individual Bidder or blocked in the ASBA Account of the ASBA Bidder or Escrow Account of the Anchor Investor, as the case may be, upon submission of the Bid in the Issue.

"Bid cum Application Form" shall mean the form used by the Bidder to Bid, including the Anchor Investor Application Form or the ASBA Form, as applicable.

"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 or LM or Lead Manager" shall mean the Book Running Lead Manager to the Issue and shall also include Lead Manager to the issue, in the present case being Hem Securities Limited.

"Bid/ 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 all editions of the English national newspaper, all editions of the Hindi national newspaper and the Gurugram edition of the Regional daily newspaper, (Hindi being the regional language of Gurugram, where the Registered Office of our Company is situated), each with wide circulation.

Our Company may, in consultation with the BRLM, consider closing the Bid/Issue Period for QIBs one Working Day prior to the Bid/Issue Closing Date in accordance with the SEBI ICDR Regulations.

"Bid/ Issue Opening Date" shall mean Except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids, which shall be notified in all editions of the English national newspaper, all editions of the Hindi national newspaper and the Gurugram edition of the Regional daily newspaper, (Hindi being the regional language of Gurugram, where the Registered Office of our Company is situated), each with wide circulation.

"Bidder" 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, includes an Anchor Investor.

"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 2018, as amended. 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 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.

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus dated **August 11, 2026** of the Company which has been filed with NSE Emerge in accordance with Section 26 & 32 of the Companies Act, 2013 for getting in-principle listing approval;

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

"Issue Agreement" shall mean the Agreement dated **July 29, 2026** entered among the Issuer Company and Book Running Lead Manager.

"Issue Price" means the price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC.

"Individual Investors/ II's" shall mean the Investors (including HUFs applying through their karta, Eligible NRIs and Resident Individual Investors) who apply for minimum application size for two lots;

"**Listing Date**" shall mean the date with effect from which the shares issued through this offer being made by the company are permitted for trading by the SME Platform of NSE.

"**Market Maker**" shall mean any person who is registered as a Market Maker with the SME platform of NSE. **HFPL** shall be the Market Maker in this Issue.

"Market Maker Reservation Portion" shall mean the reserved portion of up to **3,24,000** Equity Shares of the face value of Rs. 10.00 each, at an Issue Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Red Herring Prospectus/ Prospectus to be filed with the RoC.

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

"Minimum Application Size" shall be two lots per application provided that the minimum application not be less than Rs. 2,00,000/- (Rupees Two Lakhs) per application.

"Net Issue" The Issue of upto **60,84,000** Equity Shares of the face value of Rs. 10.00 each, at an Issue Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC.

"Non-institutional Applicants" shall mean all Applicants, including Category III FPIs that are not QIBs or Individual Investors who have made Application for Equity Shares for an amount of more than two lots (but not including NRIs other than Eligible NRIs)

"NSE" shall mean National Stock Exchange of India Limited, a recognized stock exchange having nationwide terminals;

"Offer Shares" means share the Issuer Company proposes to issue through Public Issue i.e., upto **64,08,000** Equity Shares of the face value of Rs. 10.00 each, at an Issue Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC in accordance with the Chapter IX of SEBI (ICDR) Regulations 2018, as amended.

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

"Prospectus" shall mean the Prospectus of the Company which will be filed with NSE/SEBI/ROC and others in accordance with Section 26 & 32 of the Companies Act, 2013.

"Public Issue Account" means the bank account opened with the Banker(s) to the Issue by the Company under Section 40 of the Companies Act, 2013/ to receive money from the SCSBs the bank accounts of ASBA Applicants on the Designated Date;

"Qualified Institutional Buyers" or **"QIBs"** shall include Public Financial Institutions as specified in 2(72) of the Companies Act, 2013, Scheduled Commercial Banks, Mutual Funds, Foreign Portfolio Investors registered with SEBI under the SEBI (Foreign Portfolio Investors) Regulations, 2019, Multilateral and Bilateral Development Financial Institutions, Venture Capital funds registered with SEBI, Alternative Investment Funds (AIF) registered with SEBI, State Industrial Development Corporations, Insurance Companies registered with the Insurance Regulatory and

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Development Authority (IRDA), Provident Funds with a minimum corpus of Rs. 25 Crores and Pension Funds with a minimum corpus of Rs. 25 Crores, National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India, Insurance funds set up and managed by army, navy or air force of the Union of India, Insurance funds set up and managed by the Department of Posts, India and systemically important non-banking financial companies.

"Red Herring Prospectus" shall mean the offer 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 registered 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.

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

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

"SME Platform of NSE" shall mean the separate platform for listing companies for the purpose of issuing its Equity Shares to the public in terms of Chapter IX of the SEBI (ICDR) Regulations, 2018, as amended, opened and operated by the National Stock Exchange of India Limited or "**NSE Emerge**"

"**Stock Exchange**" shall mean National Stock Exchange of India Limited "**NSE Emerge**".

"Underwriting Agreement" shall mean the agreement dated **October 12, 2026** executed between the Issuer Company and HSL, wherein HSL'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) 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 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, supplemented or noted;
f) reference to any party to this 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) 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;
h) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
i) 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

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 Equity shares of the Company in the manner and on the terms and conditions of this Agreement and as mentioned below:

2.1 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 NSE. Further, the Market Maker shall inform NSE in advance for each and every blackout period when the quotes are not being offered by the Market Maker.

2.2 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 SME Platform of NSE and SEBI from time to time.

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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 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.

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

2.5 After a period of three (3) months from the market making period, the Market Maker would be exempted to provide quote if the Shares of the Market Maker in our company reach 25% of the Issue Size. Any Equity Shares allotted to the Market Maker under this Issue over and above 25% of the Issue Size would not be taken into consideration for computing the threshold of 25% of the Issue Size. As soon as the Shares of the Market Maker in our Company reduces to 24% of the Issue Size, the Market Maker will resume providing 2-way quotes.

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

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

2.8 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 exchange.

2.9 Market Maker shall not buy the Equity Shares from the Promoters or Persons belonging to the promoter group of the company or any person who has acquired shares from such promoter or person belonging to the promoter group, during the compulsory market making period.

2.10 The Promoters' holding of the company shall not be eligible for offering to the Market Maker during the Compulsory Market Making Period. However, the promoters' holding of the company which is not locked-in as per the SEBI (ICDR) Regulations as amended, can be traded with prior permission of the SME Platform of NSE, in the manner specified by SEBI from time to time.

2.11 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 the company via its 2-way quotes. The price of the Equity Shares shall be determined and be subject to market forces.

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 SME Platform of NSE, 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 do 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 SME Platform of NSE w.r.t. Market Making in general and Market Making in the Equity Shares of the Company in specific.

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

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:

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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 SME Platform of NSE 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.

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

4.2 HSL in its capacity as the Book Running Lead Manager acknowledges that it is under a duty to notify the SME Platform of NSE immediately in case it becomes aware of any breach of a representation or a warranty.

5. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

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

a) it has taken all necessary actions to 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 Company.

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

d) it shall ensure compliance with the applicable laws and rules laid down by SEBI and the SME Platform of NSE w.r.t role of the Issuer 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 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 HFPL 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 SME Platform of 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 Issuer Company contained in this Agreement shall be true and correct on and as of the Listing Date and it 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 Offer Shares have been granted final listing approval by the SME Platform of NSE and that such approvals are in full force and effect as of the Listing Date.

d) Prior to the Listing Date, the Issuer 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

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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 Company and the SME Platform of NSE immediately and take necessary actions to correct this failure upon discovery. HSL shall in this regard, take note of the same in its capacity as the Book Running Lead Manager.

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 3 months to the Issuer Company any time on or prior to the Listing Date; provided, however, that this Section 6.2, Sections 4, 5, 6.3, 7, 9, 10 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Agreement.

6.3 In case of termination of the 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, 2018. 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 Issuer 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 Issuer 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 Issuer Company 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.

7.3 Provided further that the Market Maker may, if so required, demand an interest-free good faith deposit from the Issuer Company and if the Issuer Company 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 (Which will be determined based on the price as determined based on the book building process).

8. INDEMNITY

a) The Book Running Lead Manager & Market Maker shall indemnify and keep indemnified the Issuer (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to the Issue subscription, trading, liquidity and failure to make minimum market requirement from time to time. Provided however that the Book Running Lead Manager & Market Maker will not be liable to the Issuer Company to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from the Issuer Company, as the case may be, bad faith or gross negligence or willful Misconduct, illegal or fraudulent acts, in performing the services under this Agreement. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings.

b) The Issuer Company shall indemnify and keep indemnified, the Book Running Lead Manager, Underwriter and Market Makers for its own account and their respective Affiliates and all the respective directors, officers, employees, professionals, duly authorised agents and Controlling Persons (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which 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

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or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings. Provided however that the issuer Company will not be liable to the Book Running Lead Manager, Underwriter & 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 Underwriter, 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. 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 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 Company from time to time.

9.2 Notwithstanding the indemnity concerning the Book Running Lead Manager in Section 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 Issuer 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 Issuer Company 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 Company any market making services.

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

9.6 In case of termination of the 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 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, a revised agreement like this one shall have to be entered into and this too shall be the responsibility of the Book Running Lead Manager. However, certain terms and conditions may be modified on mutual consent of the Issuer 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 in the recitals to this Agreement, or to such fax number as may be designated in writing by such Party. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 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.

11. MAXIMUM LIABILITY

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

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12. CHANGE IN LEGAL ENVIRONMENT

The terms of this agreement for services by HFPL 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 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 reasons beyond HSL, HFPL and the Issuer's control shall not be counted as HFPL's failure. In case of such an event, HFPL 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 THE AGREEMENT

All obligations of the Issuer Company, the Book Running Lead Manager, the Market Maker and the Underwriter, are subject to the condition that time wherever stipulated shall be of the essence of the Agreement. Consequently, any failure on the part of the Issuer Company, the Book Running Lead Manager or the Market Maker to adhere to the time limits shall, unless otherwise agreed among the Issuer Company, the Book Running Lead Manager and the Market Maker, discharge the Market Maker or Issuer 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 Issuer 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. MISCELLANEOUS

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

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 arbitrator shall be appointed by agreement between the Disputing Parties within 10 business days after a written notice served by any of them proposing a named arbitrator, or, if there is no such agreement, the disputes will be referred to four arbitrators (one to be appointed by the Market Maker, one to be appointed by the Book Running Lead manager, one to be appointed by the Issuer Company and the fourth to be appointed by the three arbitrators so appointed). 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 Jaipur, Rajasthan, India.

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

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

20. 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.

21. CUMULATIVE REMEDIES

The rights and remedies of each of the parties and each indemnified person under Sections 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.

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.

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 Book Running Lead Manager and Market Maker to the aforesaid Offering and to their name being inserted as Book Running Lead Manager and Market Maker in Red herring Prospectus and Prospectus which the Issuer Company intends to issue in respect of the proposed Offering and hereby authorize the Issuer Company to deliver this Agreement to SEBI, ROC and the SME Platform of NSE.

In witness whereof, the Parties have entered into this Agreement on the date mentioned above.

For and on behalf of Sunkind India Limited (Issuer Company)	For and on behalf of Hem Finlease Private Limited (Market Maker)	For and on behalf of Hem Securities Limited (Book Running Lead Manager)
Hanish Gupta (Managing Director) DIN: 02194659	Prateek Jain (Managing Director) DIN: 03518736	Prateek Jain (Managing Director) DIN: 03518736

Witness

Name: Abhishek Thakur **Address:** A-36/39, Flat No. B2, 2nd Floor, Dedi Road, Khampur, Delhi-110080 **Signature**	**Name:** Divyansh Agarwal **Address:** 203, Jaipur Tower, M.I. Road, Jaipur-302001 **Signature**	**Name:** Ravi Gupta **Address:** 203, Jaipur Tower, M.I. Road, Jaipur-302001 **Signature**

SCHEDULE A

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

- The Issuer Company shall pay to the Market Maker a Market Making Fee of Rs. 5,00,000 (Rupees Five Lakh only) per annum for the Compulsory Market Making Period of 3 years, payable at the time of listing.
- In case of any extension in the Compulsory Market Making Period due to change in rules and regulations, the Issuer Company shall pay Market Making fees for such extended period as agreed above.
- In case the Issuer Company decides to change the market maker before the completion of the Compulsory Market making period than market maker shall be entitled to the entire fees for 3 years as mentioned above and shall not be liable to make any refund to the Issuer Company of any part of the fees for the remaining period.
- All applicable taxes will be additional and would be borne by the Issuer Company.
- The total cost to the Issuer Company for Market Making shall not exceed the amount as stated above plus applicable taxes.
- 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.

For and on behalf of **Sunkind India Limited** **(Issuer Company)**	**For and on behalf of** **Hem Finlease Private Limited** **(Market Maker)**	**For and on behalf of** **Hem Securities Limited** **(Book Running Lead Manager)**
Hanish Gupta **(Managing Director)** **DIN: 02194659**	**Prateek Jain** **(Managing Director)** **DIN: 03518736**	**Prateek Jain** **(Managing Director)** **DIN: 03518736**

Witness

Name: Abhishek Thakur **Address:** A-36/39, Flat No. B2, 2nd Floor, Deoli Road, Khampur, Delhi-110080 **Signature**	**Name:** Divyansh Agarwal **Address:** 203, Jaipur Tower, M.I. Road, Jaipur **Signature**	**Name:** Ravi Gupta **Address:** 203, Jaipur Tower, M.I. Road, Jaipur **Signature**