

MARKET MAKING AGREEMENT
FOR THE INITIAL PUBLIC ISSUE OF

YAASHVI JEWELLERS LIMITED AT SME PLATFORM OF BSE - SME

THIS MARKET MAKING AGREEMENT MADE ON MAY 05, 2026 AT JAIPUR, INDIA AMONG:

Yaashvi Jewellers Limited (Formerly known as *Yaashvi Jewellers Private Limited*) (CIN: U27200RJ2016PLC056519), a Company incorporated under the Companies Act, 2013 and having its Registered Office at Plot No. 486 Nemi Sagar Colony Vaishali Nagar, Jaipur, Rajasthan, India, 302021, (Hereinafter referred to as “the Company”/ “Issuer”) 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

Shreni Shares Limited, a Company incorporated under the Companies Act, 1956, having SEBI registration number INZ000268538, and a registered market maker under SME Segment of Bombay Stock Exchange of India Limited having its Registered Office at Office No. 217, Hive 67 Icon, Poisar Gymkhana Road Lokmanya Tilak Nagar Poisar, Near Raghuleela Mall, Kandivali West, Mumbai – 400067, Maharashtra, India, (hereinafter referred to as “SSL” and “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

Smart Horizon Capital Advisors Private Limited (Formerly known as *Shreni Capital Advisors Private Limited*), a Company registered under the Companies Act, 2013, and having its Registered Office at B/908, Western Edge II, Kanakia Space, Behind Metro Mall, off Western Express Highway, Magathane, Borivali East, Mumbai – 400066, Maharashtra, India I (hereinafter referred to as “Lead Manager” or “LM” or “SHCAPL” or “Underwriter” 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**;

“(YJL”, “SSL” and “SHCAPL” are hereinafter collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS:

- (A) The Company is proposing to an initial public offer of equity shares of Rs. 10/- each (the “Equity Shares”) of the Company comprising a fresh issue of up to 52,86,400 Equity Shares by the Company (the “Fresh Issue”) in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company in consultation with the Lead Manager (the “Issue Price”) in accordance with the Fixed Price Process under the SEBI ICDR Regulations, as amended from time.
- (B) The Net Issue to public shall comprise of the Issue of minimum 50% to the Individual Investors applying for minimum application size and the balance shall be issued to individual other than Individual Investors applying for minimum application size and other investors including Corporate Bodies or Institutions, QIBs and Non-Institutional Investors..
- (C) The Company has obtained approval for the Issue pursuant to the Board resolution dated September 01, 2025. The Company passed a special resolution under section 62(1)(c) at the EGM held with a shorter notice on September 01, 2025 which collectively authorised the Company’s Directors, or any other authorised representatives, for the purpose of the Issue , to issue and sign the Draft Prospectus, the Prospectus, this Agreement, the Issue Agreement, any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.
- (D) The Issuer Company will apply for listing approval to BSE SME for Listing of its equity shares on the BSE SME.
- (E) The Company and the Underwriters have entered into an Underwriting Agreement dated May 05, 2026 pursuant to which Smart Horizon Capital Advisors Private limited (Lead Manager and Underwriter) has agreed to ensure full subscription to the in case of under subscription, the entire unsubscribed portion of the Net Issue as mention in prospectus the equity shares shall be arranged for subscription from its resources as per the specified timeline in that agreement and in line with the requirements of the SEBI (ICDR) Regulations, 2018 and other applicable laws, regulations and guidelines.
- (F) One of the requirements of issuing shares to the Public in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as specified in Regulation 261(1) of the said Regulations is that the Lead Manager to the Issue have to ensure compulsory Market Making through the Stock Brokers of the SME Exchange (*in this case being the BSE SME*) for the compulsory market making period (as defined herein).



Pratik Rajewal

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Shreni Shares Limited is a registered stock broker /trading member of BSE having Clearing No. 6219 and SEBI registration number INZ000268538 is also registered as a Market Maker of the SME Platform of Bombay Stock Exchange of India Limited i.e., BSE SME.

(H)

The Issuer- "Yaashvi Jewellers Limited" and Lead Manager- "Smart Horizon Capital Advisors Private Limited" have approached SSL for being appointed as Market Maker for this Initial Public Issue and SSL 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 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 Equity Shares pursuant to the Issue.

"**Agreement**" shall mean this agreement or any other agreement as specifically mentioned.

"**Applicant**" shall mean any prospective purchaser who has made an Application in accordance with the Draft Prospectus and/or the Prospectus.

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

"**Companies Act**" shall mean the Indian Companies Act, 1956 and Companies Act, 2013, as amended from time to time.

"**Compulsory Market Making Period**" shall mean the Market Making period starting from the listing of shares of the issuer on BSE SME 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 BSE) 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 amended.

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

"**Draft Prospectus**" shall mean the Draft Prospectus of the Company which is filed with BSE SME in accordance with Section 26 of the Companies Act.

"**Indemnified Party**" shall have the meaning given to such term in this Agreement.

"**Indemnifying Party**" shall have the meaning given to such term in this Agreement.

"**Individual Investors**" shall mean the Individual Investors who applies for minimum application size.

"**Issue**" shall mean Issue of 52,86,400 equity shares having face value of Rs. 10/- each (the "**Equity Shares**") in accordance with the Chapter IX SEBI (ICDR) Regulations 2018, (as defined herein) and applicable Indian securities laws at such price as may be determined by the Company in consultation with the Lead Manager (**the "Issue Price"**) in accordance with the Fixed Price Process under the SEBI ICDR Regulations, as amended from time.

"**Issue Agreement**" shall mean the agreement entered between the Company and Lead Manager.

"**Issue Price**" shall mean the final price at which Equity shares will be allotted in terms of the Pre- Issue advertisement and Prospectus, the Issue price will be decided by our company in consultation with LM in accordance with the Fixed price Process.

"**Listing Date**" shall mean the date with effect from which the shares issued through this Issue being made by Yaashvi Jewellers Limited are permitted for trading by the BSE SME.

"**LM**" shall have the meaning given to such term in the preamble to this Agreement and "**LM**" shall mean the Lead Manager to the Issue, or Smart Horizon Capital Advisors Limited.

"**Market Maker**" shall mean any person who is registered as a Market Maker with the BSE SME.

"**Market Maker Reservation Portion**" shall mean the reserved portion for the Designated Market Maker, i.e. 2,67,200 Equity Shares of face value of Rs. 10/- each at such price as may be determined by the Company in consultation with the Lead Manager (**the "Issue Price"**) in accordance with the Fixed Price Process under the SEBI ICDR Regulations, as amended from time.



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"**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.

"**Net Issue**" shall mean Issue of Equity share in the Issue excluding Market Maker Reservation Portion.

"**Non-institutional Applicants**" shall mean all Applicants that are not QIBs or Applicants applying for minimum application size and who have applied for Equity Shares for more than the minimum application size.

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

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

"**Prospectus**" shall mean the Prospectus of the Company which will be filed with BSE / SEBI/ ROC and others in accordance with Section 26 of the Companies Act before opening the Issue.

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

"**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 Issue.

"**Stock Exchange**" shall mean BSE SME.

"**Underwriters**" shall mean Smart Horizon Capital Advisors Private Limited.

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 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 shares of the company in the manner and on the terms and conditions contained elsewhere in of this Agreement and as mentioned below:

1. The Market maker shall subscribe to 2,67,200 Equity Shares being the market maker reservation portion as specified in the Draft Prospectus/Prospectus, on a firm basis and pay the amounts as are specified in the Draft Prospectus and Prospectus. The Market Maker agrees not to withdraw its application; and b) ensure Market Making in the Equity Shares of Company in the manner and on the terms and conditions contained this Agreement, and as specified by SEBI and BSE from time to time.

2. The Market Maker shall be required to provide a 2-way quote for 75% of the time in a day. The same shall be monitored by the Stock Exchange. The spread (difference between the sell and buy quote) shall not be more than 10% or as specified by the Stock Exchange from time to time Further, the Market Maker shall inform the exchange in advance for each and every black out period when the quotes are not being offered by the Market Maker.



Arvind Daga

H.N. Sharma

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 BSE-SME and SEBI from time to time.

The minimum depth of the quote shall be ₹1,00,000. However, the investors with holdings of value less than ₹1,00,000 shall be allowed to issue their holding to the Market Maker in that scrip provided that he sells his holding

holding in that scrip in one lot along with a declaration to the effect to the selling broker. Based on the IPO price per share, the minimum lot size shall be as disclosed in the Prospectus thus minimum depth of the quote shall be such lot size until the same, would be revised by BSE.

5. After a period of three (3) months from the market making period, the market maker would be exempted to provide quote if the Equity Shares of market maker in our Company reaches to 25%. Or upper limit (Including the 5% of Equity Shares ought to be allotted under this Issue). Any Equity Shares allotted to Market Maker under this Issue over and above 25% equity shares would not be taken into consideration of computing the threshold of 25%. As soon as the Shares of market maker in our Company reduce to 24%, the market maker will resume providing 2-way quotes.
6. There shall be no exemption / threshold on downside. However, in the event the Market Maker exhausts his inventory through market making process, the concerned stock exchange may intimate the same to SEBI after due verification.
7. Execution of the order at the quoted price and quantity must be guaranteed by the Market Maker, for the quotes given by him.
8. There would not be more than 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.
9. 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. 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.
10. The Market maker may also be present in the opening call auction, but there is no obligation on him to do so.
11. 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.
12. The Market Maker(s) shall have the right to terminate said arrangement by giving a six months' notice or on mutually acceptable terms to the Merchant Banker, who shall then be responsible to appoint a replacement Market Maker(s) and execute a fresh arrangement. 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 LM 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, as amended. Further our Company and the LM reserve the right to appoint other Market Makers either as a replacement of the current Market Maker or as an additional Market Maker subject to the total number of Designated Market Makers does not exceed 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 office from 10.00 a.m. to 5.00 p.m. on working days.
13. **Risk containment measures and monitoring for Market Maker:** BSE SME Platform will have all margins which are applicable on the Main Board viz., Mark-to-Market, Value-At-Risk (VAR) Margin, Extreme Loss Margin, Special Margins and Base Minimum Capital etc. BSE can impose any other margins as deemed necessary from time-to-time.
14. **Punitive Action in case of default by Market Maker:** BSE SME will monitor the obligations on a real time basis and punitive action will be initiated for any exceptions and / or non-compliances. Penalties / fines may be imposed by the 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. 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.
15. **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:
 - i. 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.
 - ii. In case equilibrium price is not discovered in the Call Auction, the price band in the normal trading session shall be 5% of the Issue price.

Additionally, the trading shall take place in TFT segment for first 10 days from commencement of trading. The price band shall be 20% and the Market Maker Spread (difference between the sell and the buy quote) shall be within 10% or as intimated by Exchange from time to time.



Pooja Poonam



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16. The following spread will be applicable on the BSE SME.

| S. No. | Market Price Slab (In Rs) | Proposed spread (in % to sale price) |
|--------|---------------------------|--------------------------------------|
| 1 | Upto 50 | 9 |
| 2 | 50 to 75 | 8 |
| 3 | 75 to 100 | 6 |
| 4 | Above 100 | 5 |

17. Pursuant to SEBI Circular number CIR/MRD/DSA/31/2012 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 Crore | 25% | 24% |
| Rs 20 crore to Rs 50 crore | 20% | 19% |
| Rs 50 to Rs 80 crore | 15% | 14% |
| Above Rs 80 crore | 12% | 11% |

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

19. All the above-mentioned conditions and systems regarding the Market Making Arrangement are subject to change based on changes or additional regulations and guidelines from SEBI and Stock Exchange 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 Underwriting Agreement or the Registration Documents filed with the BSE SME, 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 shall ensure compliance with the applicable laws and rules laid down by the SEBI and the BSE SME w.r.t Market Making in general and Market Making in the shares of the company in specific.
- 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.

3.2 The Market Maker acknowledges that it is under a duty to notify the Lead manager and the BSE SME immediately in case it becomes aware of any breach of a representation or a warranty.

4. REPRESENTATIONS AND WARRANTIES BY THE LEAD MANAGER

4.1 In addition to any representations of the Lead Manager under the Due Diligence Certificate and Underwriting Agreement the Lead Manager 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 Lead Manager.
- it will comply with all of its respective obligations set forth in this Agreement.
- it shall ensure compliance with the applicable laws and rules laid down by SEBI and the BSE SME w.r.t role of the Lead Managers in the Market Making process in general and Market Making process in the shares of the company in specific.
- 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.

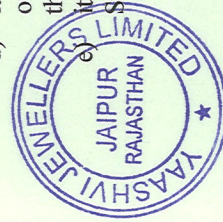
4.2 The Lead Manager acknowledges that it is under a duty to notify the Market Maker and the company immediately in case it becomes aware of any breach of a representation or a warranty.

5. REPRESENTATIONS AND WARRANTIES BY THE COMPANY

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

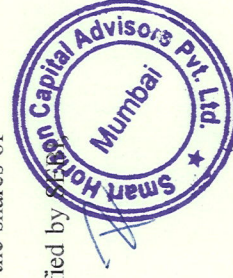
- it has taken all necessary actions to authorize the signing and delivery of this agreement;
- the signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Company.
- it will comply with all of its respective obligations set forth in this Agreement.
- it shall ensure compliance with the applicable laws and rules laid down by SEBI and the BSE SME w.r.t role of the Company in the Market Making process in general and Market Making process in the in the shares of the company in specific.

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.



Ravi Agarwal

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6. CONDITIONS TO THE MARKET MAKERS' OBLIGATIONS

- 6.1 The several obligations of the Market Maker under this Agreement are subject to the following conditions:
- a) Subsequent to the execution and delivery of this Agreement and prior to the Listing Date there shall not have occurred any regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, the BSE SME or any other governmental, regulatory or judicial authority that, 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 Lead Manager and Company contained in this Agreement shall be true and correct on and as of the Listing Date and both these parties shall have complied with all the conditions and obligations under this Agreement and the Underwriting Agreement on its part to be performed or satisfied on or before the Listing Date.
 - c) The Market Maker shall have received evidence satisfactory to them that the Equity Shares offered through this Issue have been granted listing approval by the BSE SME and that such approvals are in full force and effect as of the Listing Date.
 - d) Prior to the Listing Date, the Lead Manager and 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 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 Lead Managers, Company and the BSE SME 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 to the Lead Manager any time on or prior to the Listing Date; provided, however, that this Section 6.2, Sections 3, 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 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 one shall have to be entered into and this too shall be the responsibility of the Lead Manager. However, certain terms and conditions may be modified on mutual consent of the Company and the Lead Manager, subject to such modifications being legal and allowed under the then applicable laws, rules and regulations.

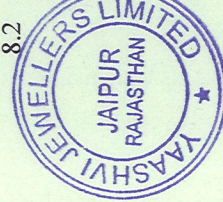
7. MARKET MAKING FEES AND OTHER RELATED ARRANGEMENTS

- 7.1 The Issuer shall pay to Market Maker the fees and commissions as per Schedule A in respect of the obligations undertaken by the Market Maker to ensure that there is an active Market Making in the Equity Shares of the Company as required under the SEBI (ICDR) Regulations, 2018. Such aggregate fees shall be divided in the manner set forth in Schedule A and will be paid to the Market Maker or such other persons, as may be applicable as directed by the Lead Manager from time to time.
- 7.2 The Issuer or Lead Manager shall not bear any other expenses or losses, if any, incurred by the Market Maker in order to fulfill their respective Obligations, except for the fees/commissions etc. mentioned in Schedule A of this Agreement.
- 7.3 Provided further that together with annual Market Making fees, the Market Maker may demand for an interest free good faith deposit from the Company up-to 10% of total Issue Size. The Company hereby agrees to provide the same. 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.

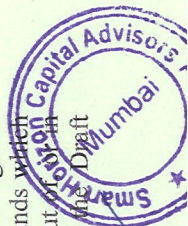
8. INDEMNITY

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



Anuraj Rawal



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 Company will not be liable to the Lead Manager, Underwriters & 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 any of the Underwriters severally, 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 Lead Manager one month prior to the date from which he wishes to discontinue his services. Provided however that, if the 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 Bombay Stock Exchange of India Limited, the Lead Manager and the Company from: time to time.
- 9.2 Notwithstanding section 9.1 above, the 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 Lead Manager, affects the ability of the Market Maker to carry out his obligations or negatively affects the goodwill of the Company.
- 9.3 The Lead Manager shall have a right to terminate this agreement if the Market Maker is unable to get itself empanelled with BSE SME as Market Maker with 7 (Seven) days from the date of execution of this Agreement.
- 9.4 The 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 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 BSE, 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 3, 4, 5, 7, 9, 10 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Agreement.
- 9.7 In case of termination of the agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the 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. In such a case, revised agreement like this one shall have to be entered into and this too shall be the responsibility of the Lead Manager. However, certain terms and conditions may be modified on mutual consent of the Company and the 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 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 9 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.

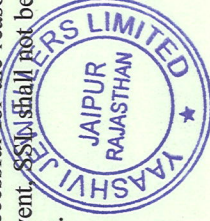
11. MAXIMUM LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this agreement, the 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 SSL for the Issue 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 SSL and the Issuer's control shall not be counted as SSL's failure. In case of such an event, ~~SSL 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



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All obligations of the Company, the Market Maker and the Underwriters, are subject to the condition that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company or the Underwriters to adhere to the time limits shall unless otherwise agreed between the Company and the Underwriters, discharge the Underwriters or Company of his / their obligations under the Underwriting Agreement. This agreement shall be in force from the date of execution.

14. SEVERAL OBLIGATIONS

The Company, the Market Maker and the Lead Manager acknowledges and agrees 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 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 Lead manager and Company. The 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 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 Lead manager, one to be appointed by the Company and the fourth to be appointed 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 Mumbai, 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.

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, the illegality, validity and enforceability of the remainder of this Agreement shall not be affected.



23. ASSIGNMENT

Any party may assign any of its rights under this Agreement without the consent of the party against which it operates. No provision of this Agreement may be varied without the consent of the Lead Managers or the Company. The undersigned hereby certifies and consents to act as Lead Manager or Market Maker (as the case may be) to the

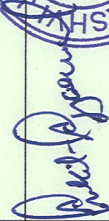







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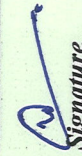

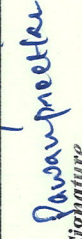
H. N. Bhatnagar

aforesaid Issue and to their name being inserted as Lead Manager or Market Maker (as the case may be) in the Draft Prospectus, Prospectus and Issuing Memorandum which the Company intends to issue in respect of the proposed Issue and hereby authorize the Company to deliver this Agreement to SEBI and the BSE SME.

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

| | | |
|---|---|---|
| For and on behalf of YAASHVI JEWELLERS LIMITED <i>(Formerly known as Yaashvi Jewellers Private Limited)</i> (As Issuer Company) | For and on behalf of SHRENI SHARES LIMITED (As Market Maker) | For and on behalf of SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED <i>(Formerly known as Shreni Capital Advisors Private Limited)</i> (As Lead Manager) |
|  Authorized Signatory |  Authorized Signatory |  Authorized Signatory |
|  |  |  |

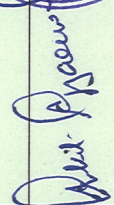


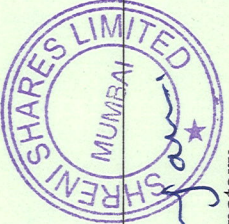
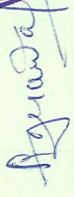

Witness

| | | |
|--|--|---|
| Name: <u>UMANG JAIN</u>  Signature | Name: <u>Hardik Makwana</u>  Signature | Name: <u>Pawanpreet Kaur</u>  Signature |
|--|--|---|

SCHEDULE A

MARKET MAKING FEES PAYABLE BY THE ISSUER TO THE MARKET MAKER

- The Issuer shall pay to the Market Maker (SSL), a Market Making Fee of Rs 5,00,000/- (Rupees Five Lakhs Only) per annum payable for the Compulsory Market Making Period of 3 years payable lumpsum in the first year as per the provisions of Clause 7 of the 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.

| | | |
|--|---|--|
| <p>For and on behalf of YAASHVI JEWELLERS LIMITED (Formerly known as Yaashvi Jewellers Private Limited) (As Issuer Company)</p>   <p>Authorised Signatory</p> | <p>For and on behalf of SHRENI SHARES LIMITED (As Market Maker)</p>   <p>Authorised Signatory</p> | <p>For and on behalf of SMART HORIZON CAPITAL ADVISORS LIMITED (Formerly known as Shreni Capital Advisors Private Limited) (As Lead Manager)</p>   <p>Authorised Signatory</p> |
|--|---|--|