भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2022 ◐ BW 331894

- 4 MAY 2023

अनु.क्र. 18827 दि. ..... मु.शु.रक्कम रु. 500/-

दस्ताचा प्रकार:- Agreement

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन .....

मुद्रांक विकत घेणाऱ्याचे नांव TECHKNOWGREEN SOLUTIONS LIMITED....

पत्ता ..... 202, Hem Opal, Plot No. 26, Ekta Society, Wakdewadi, Pune - 411 003.....

Tel No. 020 - 29996577

दुसऱ्या पक्षकाराचे नांव Indorient

हस्ते व्यक्तीचे नांव- ..... पत्ता- Shagar M

Ranjeet Bhagat

संजय रंगनाथ चौधरी
परवाना क्र. २२०१११४
१८४, कसबा पेठ, पुणे-११.

मुद्रांक विकत घेणाऱ्याची सही

ज्या कारणासाठी त्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

वरिष्ठ कोषागार अधिकारी पुणे

26 APR 2023

प्रथम मुद्रांक लिपीक कोषागार पुणे कार्यालय

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE MARKET MAKING AGREEMENT BETWEEN TECHKNOWGREEN SOLUTIONS LIMITED ("TECHKNOWGREEN" OR "ISSUER" OR "THE COMPANY"), ALACRITY SECURITIES LIMITED ("ALACRITY" OR "MARKET MAKER") AND INDORIENT FINANCIAL SERVICES LIMITED ("INDORIENT" OR "LEAD MANAGER")

Indorient Financial Services Ltd. Delhi

ALACRITY SECURITIES LIMITED MUMBAI

Techknowgreen Solutions Limited

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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- 4 MAY 2023

अनु.क्र. 18887 दि. मु.शु.रक्कम रु. 500/00

दस्ताचा प्रकार:- Agreement

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन TECHKNOWGREEN SOLUTIONS LIMITED

मुद्रांक विकत घेणाऱ्याचे नांव 102, Hem Opal, Plot No. 26,

पत्ता Ekta Society, Wakdewadi, Pune - 411 003.
Tel No. 020 - 29996577

दुसऱ्या पक्षकाराचे नांव Indorient

हस्ते व्यक्तीचे नांव- Ranjeet Bhagat पत्ता- Shivaji

संजय दत्तात्रय चौधरी
परवाना क्र. २२०१११९४
१८४, कसबा पेठ, पुणे-११.

मुद्रांक विकत घेणाऱ्याची सही

ज्या कारणासाठी त्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरले पाहिजे अन्यथा दंडनीय आहे.

SOAA 287621

दस्त कोषागार अधिकारी

24 APR 2023

प्रधान मुद्रांक लिपीक
कोषागार पुणे कार्यालय

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE MARKET MAKING AGREEMENT BETWEEN TECHKNOWGREEN SOLUTIONS LIMITED ("TECHKNOWGREEN" OR "ISSUER" OR "THE COMPANY"), ALACRITY SECURITIES LIMITED ("ALACRITY" OR "MARKET MAKER") AND INDORIENT FINANCIAL SERVICES LIMITED ("INDORIENT" OR "LEAD MANAGER")

Indorient Financial Services Ltd. Delhi

ALACRITY SECURITIES LTD. MUMBAI

Techknowgreen Solutions Limited

MARKET MAKING AGREEMENT

THIS AGREEMENT IS MADE AT MUMBAI ON THIS JULY 20, 2023 BETWEEN:

1. **TECHKNOWGREEN SOLUTIONS LIMITED (CIN: U90000PN2023PLC217501)**, a company incorporated under Companies Act, 2013 and having its Registered office at Flat-202, Hem Opal Apartment, Plot No. 26, Ekta Park Society, Wakdewadi, Pune – 411003, Maharashtra, India. (hereinafter referred to as **"the Company"/ "TECHKNOWGREEN"/ "the Issuer 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**;

2. **ALACRITY SECURITIES LIMITED (CIN: L99999MH1994PLC083912)**, a company incorporated under the Companies Act, 1956 and having its registered office at 101-102/B, Hari Darshan, Bhogilal Fadia Road, Kandivali (W), Mumbai – 400067, Mumbai Maharashtra, India (hereinafter referred to as **"ALACRITY"** 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

3. **INDORIENT FINANCIAL SERVICES LIMITED (CIN: U67190DL1993PLC052085)**, a Company incorporated under the Companies Act, 1956 and having its corporate office at Rustomjee Central Park, A-Wing, 501, Executive Spaces, Andheri Kurla Road, Chakala, Mumbai – 400093 Maharashtra, India (hereinafter referred to as **"INDORIENT"** or **"LM" or "Lead Manager"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

(**TECHKNOWGREEN, ALACRITY** and **INDORIENT** are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party"**).

WHEREAS:

(A) The Company propose to make a public issue of upto 20,00,000 equity shares (**"Equity Shares"**) of face value ₹10.00 each fully paid at a fixed issue price of ₹[•] each inclusive of ₹[•] towards premium per equity share to the public aggregating to ₹[•] Lakh in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended, (as defined herein) and applicable Indian securities laws.

(B) The Equity Shares to be issued for allotment in this Issue comprises a net issue to the public of [•] (No. of shares excluding market making shares) Equity Shares of face value of ₹10.00 each (the "Net Issue") and a reserved portion for the Designated Market Maker of [•] Equity Shares of face value of ₹10.00 each (the **"Market Maker Reservation Portion"**), (collectively the **"Issue"**). The Issue less the Market Maker's Reservation Portion is hereinafter referred to as

the "Net Issue". The net issue to public shall comprise of issue to Qualified Institutional Buyers, Non-Institutional Applicants and Retail Applicants.

(C) The Company has obtained approval for the Issue pursuant to the Board resolution dated April 03, 2023. The Company has also obtained its shareholders approval pursuant to Special Resolution under section 62(1)(c) of Companies Act, 2013 at its Extra Ordinary General Meeting (EGM) held on May 02, 2023 which collectively authorises the Company's Directors, or any other authorised representatives, for the purpose of the Issue, to issue and sign the Draft Prospectus and the Prospectus, this Agreement, the Issue Agreement (as defined hereunder), Underwriting Agreement (as defined hereunder), any amendments or supplements thereto, 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 Company has applied for approval letter for insertion of BSE Limited's name in the Draft Prospectus and the Prospectus and for listing of its Equity Shares on the SME Platform of BSE Limited.

(E) One of the requirements of issuing Equity Shares to the Public in accordance with Chapter IX of the SEBI (ICDR) Regulations 2018, as amended is that **Alacrity Securities Limited**, being the **Market Maker to the Issue** shall ensure compulsory Market Making on SME Platform of BSE Limited for the Compulsory Market Making Period (as defined).

(F) **Alacrity Securities Limited** is a Registered Stock Broker/ Trading Member of BSE Limited having SEBI **Registration No. INZ000215936 ALACRITY SECURITIES LIMITED** has also been registered as a Market Maker with the SME Platform of BSE Limited vide **Registration No. SMEMM0636128082014.**

(G) **TECHKNOWGREEN** and **INDORIENT** have approached **ALACRITY** for being appointed as Market Maker for the Issue and **ALACRITY** have accepted such proposal as there is no conflict of interest between Market Maker and the Issuer. The Company 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" shall mean, with respect to any person: (a) any persons that directly or indirectly through one or more intermediaries, control or are controlled by or are under common control with such person; (b) any persons over whom such person has a significant influence or which has significant influence over such person, provided that significant influence over a person is the power to participate in the financial, management and operating policy decisions of the person but is less than

control over those policies and that shareholders beneficially holding a 10% interest in the voting power of the person are presumed to have a significant influence on the person; and (c) any other person which is a holding company, subsidiary or joint venture counterparty of any person in (a) or (b). As used in this definition of Affiliate, the term "control" (including the terms "controlling", "controlled by" or "under common control with") or "influence" means the possession, direct or indirect of the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting shares by contract or otherwise.

"Allotment" shall mean the issue and allotment of equity shares pursuant to Fresh Issue to successful Applicants.

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

"Applicant" shall mean any prospective Investor who has made an application in accordance with the Draft prospectus and the Prospectus.

"Application Supported by Blocked Amount/ ASBA" an application whether physical or electronic, used by applicants to make am application authorizing a SCSB to block the application amount in the ASBA account maintained with the SCSB and will include amounts blocked by RIIs using UPI Mechanism.

"Application Form" shall mean the form in terms of which the Applicant shall make subscription to the Offered shares and which will be considered as the application for Allotment of the Issue in terms of the Draft Prospectus and the Prospectus.

"Application/ Issue Closing Date" shall have the same meaning ascribed to it in the Prospectus.

"Application/ Issue Opening Date" shall have the same meaning ascribed to it in the Prospectus.

"Application Period" shall mean the period between the Application/ Issue Opening Date and the Application/ Issue Closing Date (inclusive of both dates) and during which prospective Applicants can submit their Applications.

"BSE" shall mean BSE Limited.

"BSE SME" or "SME Platform of BSE Limited" shall mean the SME Platform of BSE Limited, the separate platform for listing company which have issued shares or match the relevant criteria of Chapter IX of the SEBI (ICDR) Regulation 2018, as amended from time to time.

"Business Day" shall mean any day (other than a Saturday or a Sunday and a public holiday) on which the SEBI, the Stock Exchanges or the commercial banks in Maharashtra, India, are open for business.

"Companies Act" shall mean the Companies Act, 2013, along with the rules framed there under to the extant notified as amended from time to time.

"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 BSE Limited) and hence for the purpose of this agreement, when a Company migrates to the main board, there is no requirement of "Market Making" and hence the Compulsory Market Making period shall stand to 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 has been filed with BSE in accordance with Section 26 of the Companies Act, 2013 for getting in-principle approval.

"Equity Shares" shall have the meaning ascribed to such term in the recital to this Agreement.

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

"Issue/ IPO/ Initial Public Offering" shall mean the public issue of the Equity Shares to be issued/ allotted through Fixed Price Method, at such price as may be determined and, as agreed to by the Company in consultation with the LM, in accordance with SEBI (ICDR) Regulations as amended from time to time and other applicable Indian laws.

"Issue Documents" or **"Offer Documents"** shall mean and include the Draft prospectus and the Prospectus as and when approved by the Board of Directors of the Issuer and filed with BSE.

"Issue Agreement" shall mean agreement dated July 20, 2023 entered between the Issuer Company and LM.

"Issue Price" means price determined by the fixed price process and disclosed in the Prospectus by the Company in consultation with LM.

"LM" shall mean the Lead Manager to the Issue i.e. Indorient Financial Services Limited **(INDORIENT)**.

"Listing Date" shall mean the date with effect from which the Equity Shares Allotted through the Issue is permitted for trading by the SME Platform of BSE Limited;

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Technogreen Solutions Limited

"Market Maker" shall mean any person who is registered as a Market Maker with SME Platform of BSE India Limited in this case being **ALACRITY SECURITIES LIMITED.**

"Market Maker Reservation Portion", shall mean the reserved portion for the Designated Market Maker of [•] Equity Shares of face value of ₹10.00 each at issue Price of ₹[•] (including premium of ₹[•]) each as determined under fixed price process and disclosed in the Draft Prospectus by the Company in consultation with LM out of the total issue of [•] Equity Shares of face value of ₹10.00 each being issued through the "Issue".

"Material Adverse Change" shall mean, individually or in the aggregate, a material adverse effect, probable or otherwise, whether or not in the ordinary course of business (a) on the condition, financial or otherwise, or on the business, operations, management, earnings or prospects of the Company, or (b) on the ability of the Company to perform their obligations under, or to consummate the transactions contemplated by, the Transaction Documents or (c) on the ability of the Company to conduct its business, to own, lease or license its assets or properties, in substantially the same manner in which such business were previously conducted or such assets or properties were previously owned, leased or licensed as described in the Issue Documents;

"Net Issue" shall mean the issue of equity shares in this issue excluding Market Maker Reservation Portion i.e. a net issue to the public of [•] Equity Shares of face value of ₹10.00 each at issue Price of ₹[•] (including premium of ₹[•]) each as determined under fixed price process and disclosed in the Draft Prospectus by the Company in consultation with LM.

"Non-institutional Applicants" shall mean all Applicants that are not QIBs or Retail Applicants and who have applied for equity shares for an amount more than ₹2.00 Lakh.

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

"Prospectus" shall mean the Final Prospectus of the Company. The Prospectus to be registered with the RoC on or after the Pricing Date in accordance with Section 26 of the Companies Act, 2013, and the SEBI ICDR Regulations containing, inter alia, the Issue Price, the size of the Issue and certain other information.

"Public Issue Account" shall mean the Public Issue Account as and when opened by the Issuer Company with a designated Banker to the issue in order to collect the subscription monies procured from this offer of Shares.

"Public Issue" shall mean issue of upto 20,00,000 (total no of equity shares for public issue) Equity Shares of face value of ₹10.00 each fully paid by the Company for cash at a price of ₹[•] (including premium of ₹[•]) each as determined under fixed price process and disclosed in the Final Prospectus by the Company in consultation with LM.

"Qualified Institutional Buyers" or "QIBs" shall have the meaning given to such term under the SEBI (ICDR) Regulation 2018 and includes public financial institutions as specified in section 2(72) of the Companies Act, 2013, Scheduled Commercial Banks, Mutual Funds, Foreign Portfolio Investor other than Category III Foreign Portfolio Investor, registered with SEBI, Multilateral and

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Bilateral Development Financial Institutions, Venture Capital Funds and AIFs registered with SEBI, State Industrial Development Corporations, Insurance Companies registered with the Insurance Regulatory and Development Authority, Provident Fund with minimum corpus of ₹2,500 Lakh and Pension Funds minimum corpus of ₹2,500 Lakh. 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 management by the Department of Posts, India and systematically important non-banking financial companies.

"Registrar" shall mean **BIGSHARE SERVICES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Office No. S6 - 2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Cave Road, Andheri (East), Mumbai – 400093, Maharashtra, India.

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

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

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

"Transaction Documents" shall mean, collectively, this Agreement, the Banker to the Issue Agreement and the Underwriting Agreement.

"Underwriting Agreement" shall mean agreement dated July 20, 2023 entered between the Issuer and Underwriter;

"Underwriter" shall mean **Indorient Financial Services Limited**, a company incorporated under the Companies Act, 1956 and having its corporate office at Rustomjee Central Park, A-Wing, 501, Executive Spaces, Andheri Kurla Road, Chakala, Mumbai – 400093 Maharashtra, India

In this Agreement, unless the context otherwise requires:

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

b) words denoting a person shall include an individual, corporation, Company, partnership, trust or other entity;

c) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

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

e) references to this Market Making Agreement or to any other agreement, deed or other instrument shall be construed as a reference to this Market Making Agreement or such

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agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted;

f) reference to any party to this Market Making Agreement or any other agreement or deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and, in any other case, include its successors or permitted assigns;

g) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

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

i) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and

j) capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft prospectus/ the Prospectus.

1.2 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 **TECHKNOWGREEN** in the manner and on the terms and conditions of this Agreement and as mentioned below:

2.1 The Market Maker (**ALACRITY**) shall be required to provide a 2-way quote for 75% of the time in a day. The same shall be monitored by BSE. Further, the Market Maker shall inform BSE in advance for each and every black out period when the quotes are not being issued 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 BSE Limited and SEBI from time to time.

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

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2.4 The minimum depth of the quote shall be ₹1.00 Lakh. However, the investors with holdings of value less than ₹1.00 Lakh shall be allowed to issue 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.

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

2.6 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 preopen call auction. The securities of the company will be placed in Special Pre-Open Session (SPOS) and would remain in Trade for Trade settlement for 10 days from the date of listing of Equity shares on the Stock Exchange.

2.7 There would not be more than five Market Makers for a script at any point of time and the Market Makers may compete with other Market Makers for better quotes to the investors. At this stage, Alacrity Securities Limited is acting as the sole Market Maker.

2.8 The Market Maker shall not sell in lots less than the minimum contract size allowed for trading on the SME Platform of BSE Limited (in this case currently the minimum trading lot size is [•] Equity Shares; however, the same may be changed by the SME Platform of BSE Limited from time to time).

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

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

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

2.12 The shares of the Company will be traded in continuous trading session from the time and day the Company gets listed on SME Platform of BSE Limited and market maker will remain present as per the guidelines mentioned under BSE and SEBI circulars.

2.13 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 SME Platform.

2.14 Market Maker shall not buy the Equity Shares from the Promoters or Persons belonging to promoter group of the **TECHKNOWGREEN** (abbreviation used for the company) or any person who has acquired shares from such promoter or person belonging to promoter group, during the compulsory market making period.

2.15 The Promoters' holding of **TECHKNOWGREEN** (abbreviation used for the company) shall not be eligible for offering to the Market Maker during the Compulsory Market Making Period. However, the promoters' holding of **TECHKNOWGREEN** (abbreviation used for the company) which is not locked-in as per the SEBI (ICDR) Regulations, 2018 as amended, can be traded with prior permission of the SME Platform of BSE Limited, in the manner specified by SEBI from time to time.

2.16 The Market Maker shall not be responsible to maintain the price of the Equity Shares of the Company at any particular level and is purely supposed to facilitate liquidity on the counter of **TECHKNOWGREEN** (abbreviation used for the company) via its 2-way quotes. The price of the Equity Shares shall be determined and be subject to market forces.

2.17 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.

2.18 The Market Maker shall have the right to terminate said arrangement by giving one month notice or on mutually acceptable terms to the Company, who shall then be responsible to appoint a replacement Market Maker.

2.19 In case of termination of the abovementioned Market Making Agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the Company to arrange for another Market Maker(s) in replacement during the term of the notice period being served by the Market Maker but prior to the date of releasing the existing Market Maker from its duties in order to ensure compliance with the requirements of Regulation 261 of the SEBI ICDR Regulations. Further the Company reserve the right to appoint other Market Maker(s) either as a replacement of the current Market Maker or as an additional Market Maker subject to the total number of Designated Market Makers does not exceed 5 (five) or as specified by the relevant laws and regulations applicable at that particular point of time.

2.20 **Risk containment measures and monitoring for Market Maker**: BSE SME 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.

2.21 **Punitive Action in case of default by Market Maker(s):** 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.

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

2.22 **Price Band and Spreads:** Pursuant to SEBI Circular bearing reference no: CIR/MRD/DP/ 02/2012 dated January 20, 2012, has laid down that for issue size up to ₹ 250 crores the applicable price bands for the first day shall be:

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

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

2.23 The following spread will be applicable on the BSE SME:

Sr. No.	Market Price Slab (in ₹)	Proposed Spread (in % to sale price)
1.	Up to 50	9
2.	50 to 75	8
3.	75 to 100	7
4.	Above 100	6

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

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

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2.25 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 from time to time.

2.26 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 (ALACRITY).

3.1 In addition to any representations of the Market Maker under this Agreement or the Registration Documents filed with the SME Platform of BSE Limited, the Market Maker hereby represents and warrants that:

a) it has taken all necessary actions to authorize the signing and delivery of this Agreement;

b) the signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Market Maker;

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

d) it shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of BSE Limited with respect to Market Making in general and Market Making in the Equity Shares of TECHKNOWGREEN in specific;

e) it shall follow fair trade practices and application by the code of conducts and ethics, standards specified by SEBI, Stock Exchange and other related associations from time to time;

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

4. REPRESENTATIONS AND WARRANTIES BY THE LEAD MANAGER (INDORIENT) (LM).

4.1 In addition to any representations of the LM under the Due Diligence Certificate and Underwriting Agreement, the LM 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 LM.

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

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d) it shall ensure compliance with the applicable laws and rules laid down by SEBI and the SME Platform of BSE Limited with respect to the role of the LM in the Market Making process in general and Market Making process in the Equity Shares of **TECHKNOWGREEN** in specific.

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

4.2 INDORIENT in its capacity as the LM acknowledges that it is under a duty to notify the Market Makers and the SME Platform of BSE Limited immediately in case it becomes aware of any breach of a representation or a warranty.

5. REPRESENTATIONS AND WARRANTIES BY THE COMPANY (TECHKNOWGREEN SOLUTIONS LIMITED).

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

a) it has taken all necessary actions to authorize the signing and delivery of this Agreement;

b) the signing and delivery of this Agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Company.

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

d) it shall ensure compliance with the applicable laws and rules laid down by SEBI and the SME Platform of BSE Limited with respect to the role of the Company in the Market Making process in general and Market Making process in the Equity Shares of **TECHKNOWGREEN** in specific.

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

6. CONDITIONS TO THE MARKET MAKERS' OBLIGATIONS (ALACRITY)

6.1 The several obligations of **ALACRITY** 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 BSE Limited 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.

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6.1.1 The representations and warranties of the Company and the Lead Manger 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.

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

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

b) 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 LM, the Company and the SME Platform of BSE Limited immediately and take necessary actions to correct this failure upon discovery. **INORIENT** shall in this regard take note of the same in its capacity as the LM.

6.2 If any condition specified in Clause 6.1 shall not have been fulfilled as and when required to be fulfilled, this Agreement may be terminated by the Market Maker by written notice of three months to the LM any time on or prior to the Listing Date; provided, however, that the provisions of Clause 5, 6, 7, 8, 11, 12, 13, 16, 17, and 21 shall survive the termination of this Agreement.

6.3 In case of termination of this Agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the 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. In such a case, revised agreement like this one shall have to be entered into and this too shall be the responsibility of the LM. However, certain terms and conditions may be modified on mutual consent of the Company and the LM, 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 Company shall pay the Market Makers, 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 **TECHKNOWGREEN** (abbreviation used for 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.

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ALACRITY SECURITIES LTD. MUMBAI

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7.2 The Company shall not bear any other expenses or losses, if any, incurred by **ALACRITY** as the Market Maker in order to fulfil its obligations, except for the fees mentioned in Schedule A of this Agreement.

8. INDEMNITY

The Market Maker shall indemnify and keep indemnified the Company and LM (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 Market Maker will not be liable to the Company to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from the Company, as the case may be, in bad faith or gross negligence or wilful 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.

The Company shall indemnify and keep indemnified, the LM, Underwriter and Market Maker for its 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 prospectus and the 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 wilful default or gross negligence on the part of the Company. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings. Provided however that the Company will not be liable to the LM, 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 wilful 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 LM three months prior to the date from which they wish to discontinue their services. Provided however that, if the LM 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 BSE, the LM and the Company from time to time.

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

9.3 The LM 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 LM.

9.4 It is agreed to between the Parties hereto that in the event of the Company 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 Company any market making services.

9.5 The provisions of Clause 5, 6, 7, 8, 11, 12, 13, 16, 17, and 21 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 LM to arrange for another Market Maker in replacement during the term of the notice period being served by the Current Market Maker (i.e. **ALACRITY**) 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 LM. However, certain terms and conditions may be modified on mutual consent of the Company and the LM, 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 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.

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ALACRITY SECURITIES LTD. MUMBAI

Techknowgreen Solutions Limited

ISSUER:
TECHKNOWGREEN SOLUTIONS LIMITED
Flat-202, Hem Opal Apartment, Plot No. 26,
Ekta Park Society, Wakdewadi,
Pune – 411003, Maharashtra, India
Tel: +91 9011060174/ 9607002553
Email: management@techknowgreen.com
Contact Person: Ajay Ramakant Ojha

MARKET MAKER:
ALACRITY SECURITIES LIMITED
101-102/B, Hari Darshan, Bhogilal Fadia Road,
Kandivali West,
Mumbai – 400067
Tel: 022-69527500
Email: alacritysec@gmail.com
Contact Person: Kishore V. Shah

LEAD MANAGER:
INDORIENT FINANCIAL SERVICES LIMITED
A-Wing, 501, Rustomjee Central Park,
Executive Spaces, Andheri Kurla Road, Chakala,
Mumbai – 400093, Maharashtra, India
Tel: +91 79772 12186
Email: compliance-ifsl@indorient.in
Contact Person: Mr. Ivor Anil Misquith

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 **INORIENT & ALACRITY** in capacity of LM & Market Maker, respectively 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 **INORIENT & ALACRITY** till such date under this Agreement.

12. CHANGE IN LEGAL ENVIRONMENT

The terms of this agreement for services by **ALACRITY** 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 Exchange/s 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 **ALACRITY** and the Company's control shall not be counted as the **ALACRITY**'s failure. In case of such an event, **ALACRITY** shall not be liable or legally bound to any proceedings or actions for refund of fees received by it till such date.

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13. TIME IS THE ESSENCE OF AGREEMENT

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

14. SEVERAL OBLIGATIONS

The Company, the Market Maker and the LM acknowledges and agrees that they are all liable on a several bases 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 LM and the Company. The LM 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 the 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 three arbitrators (one to be appointed by the Market Maker and the LM, one to be appointed by the Company and the third to be appointed by the two 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, Maharashtra, India.

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Alacrity Securities Ltd. MUMBAI

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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 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 LM.

The undersigned hereby certifies and consents to act as LM and Market Maker to the aforesaid Issuing and to their name being inserted as LM and Market Maker in Draft prospectus and the Prospectus which the Company intends to issue in respect of the proposed Issuing and hereby authorize the Company to deliver this Agreement to SEBI, ROC and the SME Platform of BSE Limited.

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

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THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE MARKET MAKING AGREEMENT ENTERED BETWEEN AND AMONG **TECHKNOWGREEN SOLUTIONS LIMITED, INDORIENT FINANCIAL SERVICES LIMITED** AND **ALACRITY SECURITIES LIMITED**

For and on behalf of

TECHKNOWGREEN SOLUTIONS LIMITED
(Company)

Name: Ajay Ramakant Ojha
Designation: Managing Director
DIN: 03549762

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE MARKET MAKING AGREEMENT ENTERED BETWEEN AND AMONG **TECHKNOWGREEN SOLUTIONS LIMITED, INDORIENT FINANCIAL SERVICES LIMITED** AND **ALACRITY SECURITIES LIMITED**

For and on behalf of

INDORIENT FINANCIAL SERVICES LIMITED

Ivor Anil Misquith
Designation: Director
DIN: 07025270

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE MARKET MAKING AGREEMENT ENTERED BETWEEN AND AMONG **TECHKNOWGREEN SOLUTIONS LIMITED, INDORIENT FINANCIAL SERVICES LIMITED** AND **ALACRITY SECURITIES LIMITED**

For and on behalf of

ALACRITY SECURITIES LIMITED

Authorized Signatory

SCHEDULE A

MARKET MAKING FEES PAYABLE BY THE COMPANY TO THE MARKET MAKER

- The Company shall pay to the Market Maker **Alacrity Securities Limited**, a Market Making Fees of ₹2,40,000 Lakh (Rupees Two Lakh Forty Thousand Only) per annum (payable half yearly in advance).
- All applicable taxes will be additional and would be borne by the Company.
- The total cost to the Company for Market Making shall not exceed the amount as stated above plus applicable taxes per annum.
- 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.

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

Tacit Solutions Limited

Indorient Financial Services Ltd. Delhi

ALACRITY SECURITIES LTD. MUMBAI

महाराष्ट्र MAHARASHTRA ⊕ 2023 ⊕

THIS STAMP PAPER FORMS AN INTERGRAL PART OF ADDENDUM TO THE MARKET MAKING AGREEMENT BETWEEN TECHKNOWGREEN SOLUTIONS LIMITED ("TECHKNOWGREEN" OR "ISSUER" OR "THE COMPANY"), ALACRITY SECURITIES LIMITED ("ALACRITY" OR "MARKET MAKER") AND INDORIENT FINANCIAL SERVICES LIMITED ("INDORIENT" OR "LEAD MANAGER")

भारतीय गैर न्यायिक

Rs. 100

ONE HUNDRED RUPEES

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2023 ©

71AA 629529

TECHKNOWGREEN SOLUTIONS LIMITED

11 SEP 2023

Techknowgreen Solutions Limited

THIS STAMP PAPER FORMS AN INTERGRAL PART OF ADDENDUM TO THE MARKET MAKING AGREEMENT BETWEEN TECHKNOWGREEN SOLUTIONS LIMITED ("TECHKNOWGREEN" OR "ISSUER" OR "THE COMPANY"), ALACRITY SECURITIES LIMITED ("ALACRITY" OR "MARKET MAKER") AND INDORIENT FINANCIAL SERVICES LIMITED ("INDORIENT" OR "LEAD MANAGER")

Indorient Financial Services Ltd. Delhi

ADDENDUM TO MARKET MAKING AGREEMENT

THIS DOCUMENT IS EXECUTED ON SEPTEMBER 12, 2023 IN REFERENCE TO MARKET MAKING AGREEMENT DATED JULY 20, 2023 BETWEEN THE FOLLOWING PARTIES THAT ARE NAMED BELOW THIS DOCUMENT:

1. **TECHKNOWGREEN SOLUTIONS LIMITED (CIN: U90000PN2023PLC217501)**, a company incorporated under Companies Act, 2013 and having its Registered office at Flat-202, Hem Opal Apartment, Plot No 26, Ekta Park Society, Wakdewadi, Pune – 400064, Maharashtra, India. (hereinafter referred to as **"the Company"/ "TECHKNOWGREEN"/ "the Issuer 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**;

2. **ALACRITY SECURITIES LIMITED (CIN: L99999MH1994PLC083912)**, a company incorporated under the Companies Act, 1956 and having its registered office at 101-102/B, Hari Darshan, Bhogilal Fadia Road, Kandivali (W), Mumbai – 400067, Mumbai Maharashtra, India (hereinafter referred to as **"ALACRITY"** 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

3. **INDORIENT FINANCIAL SERVICES LIMITED (CIN: U67190DL1993PLC052085)**, a Company incorporated under the Companies Act, 1956 and having its corporate office at Rustomjee Central Park, A-Wing, 501, Executive Spaces, Andheri Kurla Road, Chakala, Mumbai – 400093 Maharashtra, India (hereinafter referred to as **"INDORIENT"** or **"LM"** or **"Lead Manager"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

(**TECHKNOWGREEN, ALACRITY** and **INDORIENT** are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party"**).

WHEREAS:

(A) The Company propose to make a public issue of 19,44,000 equity shares (**"Equity Shares"**) of face value ₹10.00 each fully paid at a fixed issue price of ₹86.00 each inclusive of ₹76.00 towards premium per equity share to the public aggregating to ₹1,671.84 Lakh in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended, (as defined herein) and applicable Indian securities laws.

(B) The Equity Shares to be issued for allotment in this Issue comprises a net issue to the public of 18,46,400 (No. of shares excluding market making shares) Equity Shares of face value of ₹10.00 each (the "Net Issue") and a reserved portion for the Designated Market Maker of 97,600 Equity Shares of face value of ₹10.00 each (the **"Market Maker Reservation Portion"**), (collectively the **"Issue"**). The Issue less the Market Maker's Reservation Portion is hereinafter referred to as the **"Net Issue"**. The net issue to public shall comprise of issue to Qualified Institutional Buyers, Non-Institutional Applicants and Retail Applicants

NOW THEREFORE IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

I. 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:

"Market Maker Reservation Portion", shall mean the reserved portion for the Designated Market Maker of 97,600 Equity Shares of face value of ₹10.00 each at issue Price of ₹86.00 (including premium of ₹76.00) each as determined under fixed price process and disclosed in the Prospectus by the Company in consultation with LM out of the total issue of 19,44,000 Equity Shares of face value of ₹10.00 each being issued through the "Issue"

"Net Issue" shall mean the issue of equity shares in this issue excluding Market Maker Reservation Portion i.e. a net issue to the public of 18,46,400 Equity Shares of face value of ₹10.00 each at issue Price of ₹86.00 (including premium of ₹76.00) each as determined under fixed price process and disclosed in the Prospectus by the Company in consultation with LM

"Public Issue" shall mean issue of 19,44,000 (total) no of equity shares for public issue Equity Shares of face value of ₹10.00 each fully paid by the Company for cash at a price of ₹86.00 (including premium of ₹76.00) each as determined under fixed price process and disclosed in the Final Prospectus by the Company in consultation with LM.

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 TECHKNOWGREEN in the manner and on the terms and conditions of this Agreement and as mentioned below:

2.8 The Market Maker shall not sell in lots less than the minimum contract size allowed for trading on the SME Platform of BSE Limited (in this case currently the minimum trading lot size is 1,600 Equity Shares; however, the same may be changed by the SME Platform of BSE Limited from time to time).

No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this here stated addendum.

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

ALACRITY SECURITIES LTD.

Marwari Financial Services Ltd.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF ADDENDUM TO THE MARKET MAKING AGREEMENT ENTERED BETWEEN AND AMONG TECHKNOWGREEN SOLUTIONS LIMITED, INDORIENT FINANCIAL SERVICES LIMITED AND ALACRITY SECURITIES LIMITED

For and on behalf of

TECHKNOWGREEN SOLUTIONS LIMITED
(Company)

Name: Prasad Rangrao Pawar
Designation: Director and CEO
DIN: 02033491

Techknowgreen Solutions Limited

ALACRITY SECURITIES LTD. MUMBAI

Indorient Financial Services Ltd. Delhi

Techknowgreen Solutions Limited

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF ADDENDUM TO THE MARKET MAKING AGREEMENT ENTERED BETWEEN AND AMONG TECHKNOWGREEN SOLUTIONS LIMITED, INDORIENT FINANCIAL SERVICES LIMITED AND ALACRITY SECURITIES LIMITED

For and on behalf of

INDORIENT FINANCIAL SERVICES LIMITED

Indorient Financial Services Ltd. Delhi

Ivor Anil Misquith
Designation: Director
DIN: 07025270

ALACRITY SECURITIES LTD. MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF ADDENDUM TO THE MARKET MAKING AGREEMENT ENTERED BETWEEN AND AMONG TECHKNOWGREEN SOLUTIONS LIMITED, INDORIENT FINANCIAL SERVICES LIMITED AND ALACRITY SECURITIES LIMITED

For and on behalf of

ALACRITY SECURITIES LIMITED

For Alacrity Securities Ltd.

Director/Authorised Signatory