



தமிழ்நாடு தமில்நாடு TAMILNADU

23 JUL 2025

FLYSBS AVIATION LIMITED

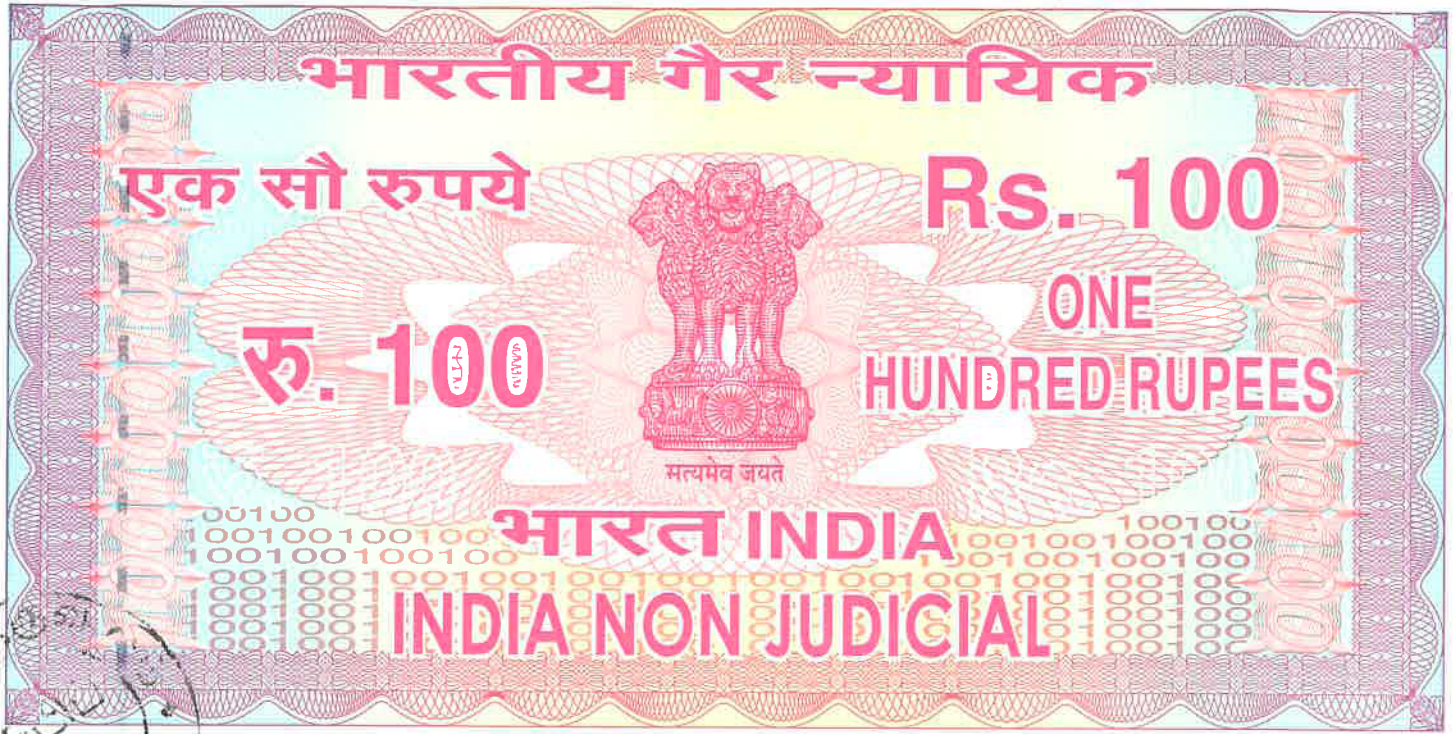
AW 559474

V.BEDHARAJAN  
Stamp Vendor  
L.No: 127/2024/96  
Ekkattuthangal, Ch-32  
Mobile No: 9710019474

This Stamp Paper forms an integral part of the Banker to the Market Making Agreement amongst FlySBS Aviation Limited ("Company" or "Issuer"), Vivro Financial Services Private Limited ("Book Running Lead Manager" or "BRLM") and Giriraj Stock Broking Private Limited ("Market Maker").







தமிழ்நாடு தமில்நாடு TAMILNADU

23 JUL 2025

FLYSBS AVIATION LIMITED

ED 860403

V.BEDHARAJAN

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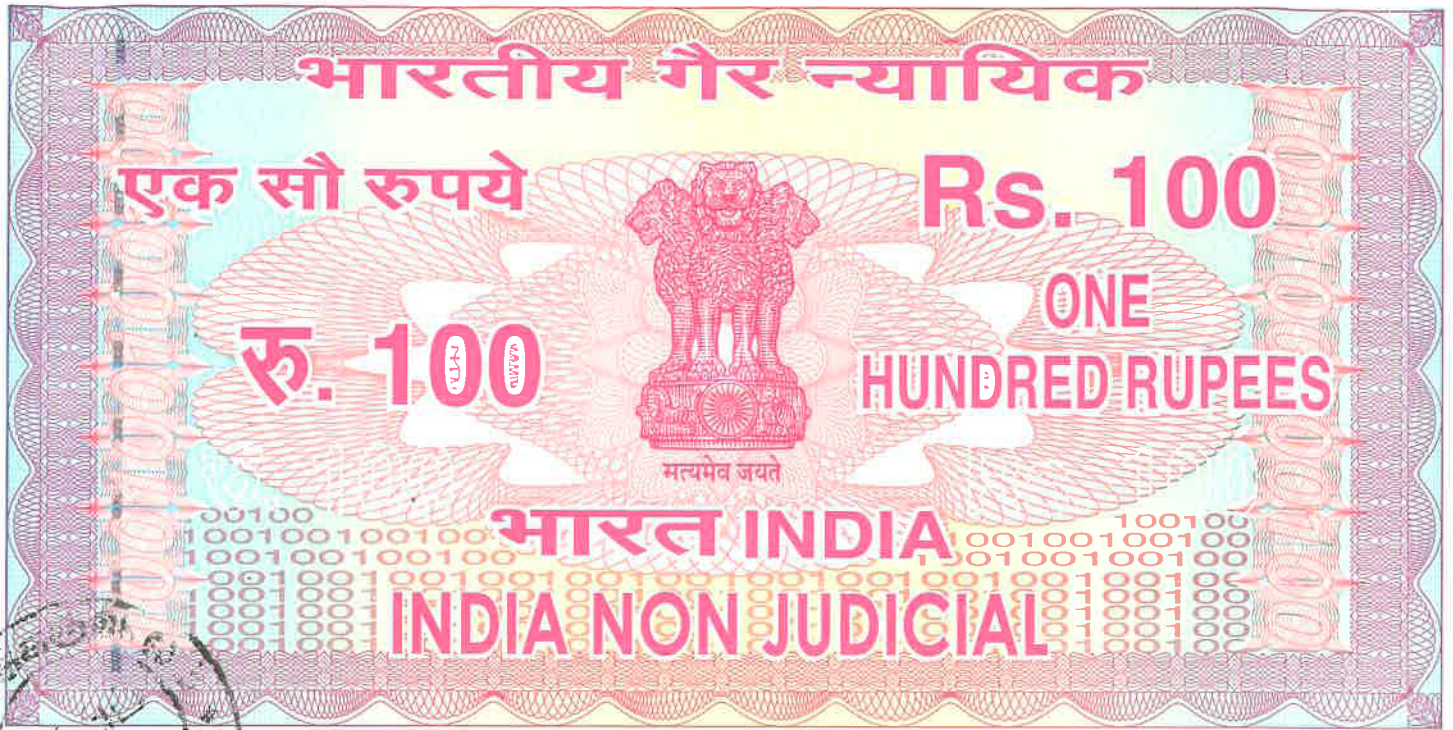
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தமிழ்நாடு TAMILNADU

23 JUL 2025

FLYSBS AVIATION LIMITED

ED 860402  
V.BEDHARAJAN  
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Mobile no: 9710019478

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**MARKET MAKING AGREEMENT**

**FOR INITIAL PUBLIC ISSUE OF**

**FLYSBS AVIATION LIMITED**

**DATED JULY 24, 2025**

**AMONGST**

**FLYSBS AVIATION LIMITED**

**(Issuer Company)**

**AND**

**GIRIRAJ STOCK BROKING PRIVATE LIMITED**

**(Market Maker)**

**AND**

**VIVRO FINANCIAL SERVICES PRIVATE LIMITED**

**(Book Running Lead Manager)**





**THIS MARKET MAKING AGREEMENT (HEREINAFTER REFERRED TO AS THE “AGREEMENT”) MADE AT CHENNAI ON JULY 24, 2025 AND ENTERED INTO BY AND AMONGST:**

**FlySBS Aviation Limited** (Formerly known as *FlySBS Aviation Private Limited*), a company incorporated under the Companies Act, 2013 as amended (the “Companies Act”) bearing CIN U62200TN2020PLC136959, and having its registered office and corporate office at Plot no. 16 (NP), 3rd Floor, Indique Palmyra, SIDCO Industrial Estate, Ekkatuthangal, Guindy Industrial Estate, Chennai, Chennai City Corporation, Tamil Nadu – 600032, India, (hereinafter referred to as “**The Company**”/ “**The Issuer**” or “**FlySBS**”), 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**

**Vivro Financial Services Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at Vivro House, 11, Shashi Colony, Opp. Suvidha Shopping Centre, Paldi, Ahmedabad - 380007, Gujarat, India and its corporate office at 607/608 Marathon Icon, Opp. Peninsula Corporate Park, off. Ganpatrao Kadam Marg, Veer Santaji Lane, Lower Parel, Mumbai – 400 013, Maharashtra, India (hereinafter referred to as “**Book Running Lead Manager**” or “**Book Running Lead Manager to the Issue**” or “**Vivro**” “**BRLM**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

**AND**

**GIRIRAJ STOCK BROKING PRIVATE LIMITED**, a Company incorporated under Companies Act, 1956, having SEBI Registration number INZ000212638 as Market Maker and Member code as 90318 and having its registered office at 4, Fairlie Place, HMP House, 4<sup>th</sup> Floor, Suite No- 421A, Kolkata- 700001, India (hereinafter referred as “**GSBPL**” or “**Market Maker**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

(In this Agreement **FlySBS**, **Vivro**, and **GSBPL** are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.)

**WHEREAS**

- A. The Issue consists of a Public Issue of upto 45,57,000 Equity Shares of face value of ₹10/- each of the Issuer in accordance with the Chapter IX of the SEBI ICDR Regulations, as amended, (as defined herein) and applicable Indian securities laws at such price as may be determined through book building process under the SEBI ICDR Regulations (“**the Issue Price**”). The Equity Shares are proposed to be offered to public under Regulation 229(2) of Chapter IX of SEBI ICDR Regulations via Book Built Process.
- B. The price band / Issue price of equity shares shall be decided through Book Built Process pursuant to which the shares are to be issued.
- C. The Issuer Company has obtained approval for the issue pursuant to the Board Resolution dated February 08, 2025. The Issuer Company passed a special resolution under section 62(1)(c) of Companies Act, 2013 at the Extra Ordinary General Meeting held on March 05, 2025, which collectively authorized the Issuer Company’s Directors, or any other authorized representatives, for the purpose of the Issuing and signing the Draft Red Herring Prospectus, Red Herring Prospectus, the Prospectus, this Agreement, the Memorandum of Understanding, any amendments or supplements thereto, and any and all other writings as any 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 has received in-principle approval from National Stock Exchange of India Limited (‘NSE’) for insertion of its name in the RHP and Prospectus and shall be applying for listing of its equity shares on the EMERGE Platform of the NSE.
- E. The Issuer Company and the Underwriter have entered into an Underwriting Agreement pursuant to which Vivro (Book Running Lead Manager and Underwriter) has agreed to ensure that in case of under



subscription, the entire unsubscribed portion of the issue of equity shares shall be arranged for subscription from its resources as per the specified timeline in that agreement and in line with the requirement of the SEBI (ICDR) Regulation, 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) Regulation 2018, as specified in Regulation 261 (1) of the said Regulations is that Vivro being Book Running Lead Manager to the Issue has to ensure compulsory Market Making through the Stock Brokers of the Startups Platform / SME Exchange (in this case being EMERGE Platform of the NSE) for the compulsory market making period (as defined herein).
- G. Giriraj Stock Broking Private Limited (hereinafter referred to as “GSBPL”) is a Registered Stock Broker / Trading Member of NSE Limited having Member code: 90318 and SEBI Registration No. INZ000212638.
- H. GSBPL have approached the Company for being appointed as Market maker. The Company has accepted such proposal and confirmed that there is no conflict of interest arising from such transaction or arrangement.
- I. Issuer has understood the preliminary arrangements in place and agreed to such appointment and these parties have now therefore agreed to enter into this agreement for the relevant business.

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

## **1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 In addition to the defined terms contained elsewhere in this Agreement, the following expressions, as used in this Agreement, shall have the respective meanings set forth below:

“**Affiliate**” with respect to any person means (a) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such person, (b) any other person which is a holding company or subsidiary of such person, and/or (c) any other person in which such person has a "significant influence" or which has "significant influence" over such person, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 10% or higher interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, (1) the terms "holding company" and "subsidiary" have the meaning set forth in Section 2 of the Companies Act, 2013 .

“**Allotment**” shall mean the issue, allotment and transfer of equity shares pursuant to Fresh Issue to successful Applicants.

“**Agreement**” shall mean this Agreement, or any other agreement as specifically mentioned at all amendments thereto.

“**Applicant**” shall mean any prospective Investor who has made an application in accordance with the Red Herring Prospectus and the Application Form.

“**Application**” shall mean an indication to make an issue during the Issue Period by an Applicant, pursuant to submission of Application Form, to subscribe for or purchase Equity Shares at the Issue Price including all revisions and modifications thereto, to the extent permissible under the SEBI ICDR Regulations .

“**Bid / Issue Closing Date**” shall mean, except in relation to Anchor Investors, any such date on completion of the application hours after which the Designated Intermediaries/ Collection Banker will not accept any applications for the Issue, which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

“**Bid / Issue Opening Date**” shall mean, except in relation to Anchor Investors, any such date on which the Collection Banker shall start accepting applications for the Issue, within the application hours which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

“**Bid / Issue Period**” shall mean, except in relation to Anchor Investors, the period between the Bid / Issue Opening Date and the Bid / Issue Closing Date (inclusive of both dates) and during which prospective Applicants can submit their Applications.



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**"Bid"** shall mean an indication to make an issue during the Bid / Issue Period by a ASBA Bidder pursuant to submission of the Bid cum Application Form/ ASBA Form, or during the Anchor Investor Bid/Issue Period by an Anchor Investor, pursuant to submission of the Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations in accordance with the Red Herring Prospectus and Bid cum Application Form.

**"Bidding"** shall be construed accordingly;

**"Bid Amount"** shall mean the highest value of optional Bids indicated in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidder, as the case may be, upon submission of the Bid in the Issue.

**"Bid cum Application form"** shall mean form used by a Bidder, to make a Bid and which will be considered as the application for Allotment in terms of the Red Herring Prospectus.

**"BRLM"** shall mean the Book Running Lead Manager to the issue i.e. Vivro Financial Services Private Limited.

**"Closing Date"** shall mean the date of allotment of the Shares by the Company, in accordance with the Prospectus, which date will not be later than 90 days after the application opening date, unless otherwise mutually agreed in writing between the BRLM and the Issuer Company.

**"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 of the SEBI ICDR Regulations, as amended. However, it has been provided that in terms of Regulation 276 of the SEBI ICDR Regulations, that a Company may migrate to the Main Board 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 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 Red Herring Prospectus"** shall mean the Draft Red Herring Prospectus of the Company dated April 19, 2025 issued in accordance with the SEBI ICDR Regulations, which did not contain complete particulars of the price at which the Equity Shares will be allotted .

**"Fresh Issue"** shall mean issue of upto 45,57,000 Equity shares

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

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

**"Individual Investor"** shall mean individual investor who applies for two lots with minimum application size of above ₹ 2,00,000.

**"Issue Agreement"** shall mean agreement dated April 19, 2025 entered between the Issuer Company and Book Running Lead Manager.

**"Issue Price"** means price per share as may be determined in accordance with Book Building process as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018 of face value Rs. 10/- each.

**"Market Maker"** shall mean any person who is registered as a Market Maker with EMERGE Platform of the NSE.

**"Market Maker Reservation Portion"** shall mean the reserved portion of 2,29,800 Equity Shares of the face value of ₹10/- each reserved for subscription by Market Maker.

**"Market Making Agreement"** shall mean the Agreement entered between the Issuer Company, Book Running Lead Manager and Market Maker.



**“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”** comprise a Net Issue to the Public of 43,27,200 Equity Shares of the face value of ₹10/- each .

**“Non-institutional Applicants”** Bidders that are not QIBs or Individual Investors and who have Bid for Equity Shares for more than two lots (but not including NRIs other than Eligible NRIs). .

**“NSE”** shall mean National Stock Exchange of India Limited

**“Offer Documents”** shall mean, collectively, the Draft Red Herring Prospectus, Red Herring Prospectus, the Application Form, the Prospectus, any Supplemental Offer Materials, including all supplements, corrections, and amendments, thereto.

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

**“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 Issue of Shares.

**“Prospectus”** shall mean the prospectus of the Company which will be filed with NSE / SEBI / ROC and others in accordance with the Companies Act, 2013.

**“Qualified Institutional Buyers” or “QIBs”** Qualified Institutional Buyers as defined under Regulation 2(1) (ss) of the SEBI (ICDR) Regulations, 2018.

**“Red Herring Prospectus/RHP”** shall mean the Red Herring Prospectus to be issued in accordance with Section 32 of the Companies Act, and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the Issue Price and the size of the Issue, including any addenda or corrigenda thereto. The Red Herring Prospectus will be filed with the ROC at least three Working Days before the Bid/Issue Opening Date and will become the Prospectus upon filing with the ROC after the Pricing Date.

**“Registrar”** shall mean MUFG Intime India Private Limited.

**“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 2018”** shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended and as applicable to the Issuing.

**“EMERGE Platform of National Stock Exchange of India Limited” or “EMERGE Platform of the NSE” or “NSE EMERGE”** shall mean Emerge platform of NSE, approved by SEBI as an SME Exchange for listing of equity shares issued under Chapter IX of the SEBI ICDR Regulations.

**“NSE” or “Stock Exchange” or “Exchange” or “Designated Stock Exchange”** shall mean National Stock Exchange of India Limited.

**“Underwriter”** shall mean Vivro Financial Services Private Limited.

**“Underwriting Agreement”** shall mean agreement executed between the Issuer, BRLM & Underwriter, wherein the obligations to underwrite the unsubscribed portion of the proposed Issue have been set out amongst themselves.

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 the person shall include an individual, corporation, company, partnership, trust or other entity;
- c. Headings and bold typeface are only for convenience shall be ignored for the purpose of interpretation;
- d. References to the word “include” or “including” shall be construed without limitation;





- e. Reference to this agreement or to any other Agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or noted;
  - f. A reference to an article, section, paragraph or schedule of this Agreement is unless indicated to the contrary, reference to an article, section, paragraph or schedule of this Agreement;
  - g. Reference to any party to this Agreement or to any other Agreement, deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and in other case include its successors or permitted assigns;
  - h. Reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
  - i. Capitalized terms used in this agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red herring Prospectus, Red Herring Prospectus and the Prospectus.
- 1.3 The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.

## 2. MARKET MAKING:

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

- 2.1 The Market Maker will subscribe to 2,29,800 Equity Shares of the face value of ₹10/- each reserved for subscription by Market Maker.
- 2.2 The Market Maker(s) (individually or jointly) shall be required to provide a 2-way quote for 75% of the time in a day. The same shall be monitored by the Stock Exchange. The spread (difference between the sell and the buy quote) shall not be more than 10% or as specified by the stock exchange from time to time and the same shall be updated in Prospectus. Further, the Market Maker(s) shall inform the Exchange in advance for each and every black out period when the quotes are not being issued by the Market Maker(s).
- 2.3 The prices quoted by Market Maker shall be in compliance with the Market Maker Spread Requirements and other particulars as specified or as per the requirements of the EMERGE Platform of the NSE and SEBI from time to time.
- 2.4 The minimum depth of the quote shall be Rs. 1,00,000/-. However, the investors with holdings of value less than Rs. 1,00,000/- shall be allowed to Issue their holding to the Market Maker(s) (individually or jointly) 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 The Market Maker shall not sell in lots less than the minimum contract size allowed for trading on the EMERGE Platform of the NSE. (The lot size will be based as per SEBI circular dated February 21, 2012 on determination of Price band. The same will be disclosed in RHP / Prospectus / Price Band Advertisement)
- 2.6 Execution of the order at the quoted price and quantity must be guaranteed by the Market Maker, for the quotes given by him.
- 2.7 The Market Maker shall start providing quotes from the day of the listing / the day when designated as the Market Maker for the respective scrip and shall be subject to the guidelines laid down for market making by the exchange.
- 2.8 The shares of the Company will be traded in continuous trading session from the time and day the company gets listed on EMERGE Platform of the NSE and market maker will remain present as per the guidelines mentioned under NSE and SEBI circulars.
- 2.9 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.



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- 2.10 The Market Maker may be allowed to withdraw temporarily / fully from the market under special circumstances – for instance due to system problems, any other problems. All controllable reasons will 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.
- 2.11 The Market Maker shall not buy the shares from the promoters or persons belonging to promoter group of Issuer Company or any person who has acquired shares from such promoter or person belonging to promoter group, during the compulsory market making period.
- 2.12 The promoter's holding of Issuer Company shall not be eligible for issuing of Market Maker during the compulsory Market Making period. However the promoters holding of Issuer Company which is not locked in as per SEBI (ICDR) Regulations can be traded with prior permission of the National Stock Exchange of India Limited in the manner specified by SEBI from time to time.
- 2.13 The Book Running Lead Manager if required has a right to appoint a nominee director on the Board of the Issuer Company any time during the compulsory Market Making period provided it meets requirements of the SEBI (ICDR) Regulations 2018.
- 2.14 The Market Maker shall not be responsible to maintain the price of the shares of the Issuer Company at any particular level and is purely supposed to facilitate liquidity on the counter of Issuer Company via its 2-way quotes. The price shall be determined and be subject to market forces.
- 2.15 National Stock Exchange of India Limited (EMERGE) will have all margins which are applicable on the NSE Main Board viz., Mark-to-Market, Value-At-Risk (VAR) Margin, Extreme Loss Margin, Special Margins and Base Minimum Capital etc. National Stock Exchange of India Limited can impose any other margins as deemed necessary from time-to-time.
- 2.16 EMERGE Platform of National Stock Exchange of India Limited can impose any other margins as deemed necessary from time-to-time.
- 2.17 The Market Maker shall be liable for punitive action in case of default. National Stock Exchange of India Limited 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 (issuing 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.
- 2.18 Further, the following shall apply to market makers while managing their inventory during the process of market making:
- The exemption from threshold as per table below shall not be applicable for the first three months of market making and the market maker shall be required to provide two way quotes during this period irrespective of the level of holding.
  - Threshold for market making as per table below will be inclusive of mandatory inventory of 5% of issue size at the time of allotment in the issue.
  - Any initial holdings over and above such 5% of issue size would not be counted towards the inventory levels prescribed.
  - Apart from the above mandatory inventory, only those shares which have been acquired on the platform of the exchange during market making process shall be counted towards the Market Maker's threshold.
  - Threshold limit will take into consideration, the inventory level across market makers.
  - The market maker shall give two way quotes till he reaches the upper limit threshold, thereafter he has the option to give only sell quotes.
  - Two way quotes shall be resumed the moment inventory reaches the prescribed re-entry threshold.





- h. In view of the market making obligation, there shall be no exemption / threshold on downside. However, in the event the market maker exhausts his inventory through market making process on the platform of the exchange, the concerned stock exchange may intimate the same to SEBI after due verification.

Issue Size	Buy quote exemption threshold (including mandatory initial inventory of 5% of issue size)	Re-entry threshold for buy quotes (including mandatory initial inventory of 5% of issue size)
Upto Rs.20 Crore	25 %	24 %
Rs.20 Crore to Rs.50 Crore	20 %	19 %
Rs.50 Crore to Rs.80 Crore	15 %	14 %
Above Rs.80 Crore	12 %	11 %

### 3. REPRESENTATIONS AND WARRANTIES BY THE MARKET MAKER:

- 3.1 In addition to any representations of the Market Maker under the Registration Documents filed with the EMERGE Platform of the NSE the Market Maker hereby represents and warrants that:
- it has taken all necessary actions to authorize the signing and delivery of this agreement;
  - the signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Market Maker;
  - it will comply with all of its respective obligations set forth in this Agreement;
  - it will ensure compliance with the applicable laws and rules laid down by the SEBI and EMERGE Platform of the NSE w.r.t Market Making in general and Market Making in shares of Issuer Company in specific;
  - it shall follow fair trade price practices and abide by the code of conducts and ethical standards specified by SEBI, Stock Exchange and other related associations from time to time.
  - it shall promptly apply to NSE and get empanelled as market maker for NSE Emerge, if applicable.
- 3.2 GSBPL shall not buy the Equity Shares from the Promoters or persons belonging to the Promoter Group of Issuer Company or any person who has acquired Equity Shares from such Promoter or person belonging to Promoter Group during the compulsory market making period.
- 3.3 GSBPL shall comply with all applicable by-laws, laws, rules, guidelines and regulations for the term of this Agreement.

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

### 4. REPRESENTATIONS AND WARRANTIES BY THE BOOK RUNNING LEAD MANAGER:

- 4.1. In addition to any representations of the Book Running Lead Manager under the Due Diligence Certificate and Underwriting Agreement, the Book Running Lead Manager hereby represents and warrants that:
- 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 Book Running Lead Manager;
  - it will comply with all of its respective obligations set forth in this Agreement;



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- d. it will ensure compliance with the applicable laws and rules laid down by the SEBI and National Stock Exchange of India Limited w.r.t role of the Book Running Lead Manager in the Market Making process in general and Market Making process in the shares of Issuer Company in specific;
  - e. it shall follow fair trade price practices and abide by the code of conducts and ethical standards specified by SEBI, Stock Exchange and other related associations from time to time.
- 4.2. The Book Running Lead Manager acknowledges that it is under a duty to notify Market Maker and the National Stock Exchange of India Limited immediately in case it becomes aware of any breach of a representation or a warranty.
- 4.3. Notwithstanding the above, the Book Running Lead Manager shall not be responsible for market price movements and the orders which would be executed by the Market Maker in the scrip of the Issuer Company. As per the SEBI (ICDR) Regulations, the responsibility of the Book Running Lead Manager shall be to ensure continuity of Market Maker for the period specified thereunder and the Book Running Lead Manager shall not in any way get involved in day to day trading, pricing or similar operational matters.

## 5. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY:

- 5.1. In addition to any representations of the Issuer Company under the Draft Red herring Prospectus, Prospectus and Underwriting Agreement, the Issuer Company hereby represents and warrants that:
- a. it has taken all necessary actions to authorize the signing and delivery of this agreement;
  - b. the signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Issuer Company;
  - c. it will comply with all of its respective obligations set forth in this Agreement;
  - d. it shall ensure compliance with the applicable laws and rules laid down by the SEBI and National Stock Exchange of India Limited w.r.t. role of the Issuer Company in the Market Making process in general and Market Making process in the shares of Issuer Company in specific;
  - e. it shall follow fair trade price practices and abide by the code of conducts and ethical standards specified by SEBI, Stock Exchange and other related associations from time to time.
  - f. It shall comply with the listing agreement and the provisions of the SEBI Act, and the Regulations made there under as applicable

## 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 National Stock Exchange of India Limited or any other governmental, regulatory or judicial authority that, in the judgment of the Market Maker, is material and adverse and that makes it, the judgment of the Market Maker, impracticable to carry out Market Making.
  - b. The representation and warranties of the Book Running Lead Manager and Issuer 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 Issuer Company has been granted final listing approval by the National Stock Exchange of India Limited and that such approvals are full in force and affects as of the Listing Date.



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- d. Prior to the Listing Date, the Book Running 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 Makers own systems, the Market Maker shall inform the Book Running Lead Manager, Issuer Company and National Stock Exchange of India Limited immediately and take necessary actions to correct this failure upon discovery.
- 6.2. If any conditions specified in 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 Book Running 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 Book Running Lead Manager to arrange for another Market Maker in replacement during the term of 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 Book Running Lead Manager. However, certain terms and conditions may be modified on mutual consent of the Issuer Company and the Book Running Lead Manager, subject to such modifications being legal and allowed under the then applicable laws, rules and regulations.

## 7. MARKET MAKING FEES AND OTHER RELATED ARRANGEMENTS:

- 7.1. The Book Running Lead Manager shall pay the Market Maker the fees and commissions as per Schedule A in respect of the obligations undertaken by the Market Maker in this Agreement. 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 directed by the Market Maker from time to time.
- 7.2. The Issuer Company and / or the Book Running Lead Manager shall not bear any other expenses or losses, if any, incurred by the Market Maker in order to fulfil its Market Making Obligations, except for the fees/commissions etc. mentioned in Schedule A of this Agreement.
- 7.3. The Issuer shall take steps to pay the Market Maker's fees as per the Mandate Letter.

## 8. INDEMNITY:

The Issuer Company shall indemnify and keep indemnified, the Book Running Lead Manager, Underwriters and Market Makers from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the Draft Red herring Prospectus 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 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 Issuer Company's total aggregate liability under this Clause shall not, in any event, exceed twice of the total fees actually paid by the Company to the Market Maker under this Agreement. Provided however that the Issuer Company will not be liable to the Book Running Lead Manager and Market Maker to the extent that any loss, claim, damage or liability is found



in a judgment by a court to have resulted solely and directly from any of the Book Running Lead Manager and / or the Market Maker and/or Underwriter jointly or severally, as the case may be, and/or as a result of bad faith or gross negligence or wilful misconduct, illegal or fraudulent acts, in performing the services under this Agreement and/or under the Issue Agreement entered into by the Issuer Company with the Book Running Lead Manager confirming the engagement of the Book Running Lead Manager to manage the Issue. For the avoidance of doubt, the Company shall not indemnify any Indemnified Party for any claim, loss, or expense arising out of, or resulting from, any act, omission, negligence, or misconduct of the BRLM, Market Maker, or their respective employees, agents, or representatives. Provided however that the Issuer Company will not be liable to the Book Running Lead Manager, Underwriter & Market Maker to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from any of the Underwriters severally, 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. TERM AND TERMINATION:

- 9.1. The Market Maker's engagement shall commence with effect from the date of this Agreement, and shall, unless terminated earlier, remain in force for a minimum period of three (3) years from the date of listing of the Equity Shares pursuant to the Issue. Once the Market Maker is registered, the Market Maker shall mandatorily act in the capacity as the market maker for a minimum period of three (3) months plus one (1) months' notice to National Stock Exchange of India Limited. In case the Market Maker gets deregistered as a Market Maker within 3 years from the date of listing of Equity Shares, Merchant Banker shall then be responsible to appoint a replacement Market Maker on mutually acceptable terms to the Issuer and Book Running Lead Manager.
- 9.2. The Market Maker shall be allowed to terminate this Agreement by giving a written notice to the Book Running Lead Manager, one month prior to the date from which he wishes to discontinue his services. Provided however that, if the Book Running Lead Manager agrees to the same, the notice period may be reduced in order to provide mutual comfort. Provided further that, the Market Maker may be replaced with a successor Market Maker, which is acceptable to National Stock Exchange of India Limited, the Book Running Lead Manager and the Issuer Company from time to time.
- 9.3. Notwithstanding section 9.2, the Book Running Lead Manager may terminate this agreement with immediate effect in case of a material event pertaining to the Market Maker, which in view of the Book Running Lead Manager, affects the ability of the Market Maker to carry out his obligations or negatively affects the goodwill of the Issuer Company.
- 9.4. The Book Running Lead Manager agrees to consult with the Market Maker, to the extent practicable, prior to exercising its right to terminate this Agreement on the occurrence of a Material event as specified above, it being acknowledged by the Market Maker that the exercise of the right to terminate this Agreement on such an occurrence is at the absolute discretion of the Book Running Lead Manager.
- 9.5. The provisions of Sections 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 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 Book Running Lead Manager to arrange another Market Maker in replacement during the term of the notice period being served by the current Market Maker (i.e. GSBPL) 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 Book Running Lead Manager. However, certain terms and conditions may be modified on mutual consent of the Issuer Company and the Book Running Lead Manager, subject to such modifications being legal and allowed under the applicable laws, rules and regulations. Further the Company and the BRLM reserve the right to appoint other Market Maker(s) either as a replacement of the current Market Maker or as an additional Market Maker subject to the total number of designated Market Makers does not exceed 5 (five) or as specified by the relevant laws and regulations applicable at that particulars point of time.
- 9.7. It is agreed between the Parties hereto that in the event of the Issuer Company migrating to the Main Board of National Stock Exchange of India Limited, during the Compulsory Market Making Period, this Agreement shall stand terminated and the Market Maker shall no longer be obliged to provide the Issuer Company any market making services.





## 10. NOTICES

Any notices or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, or (b) sent by tele facsimile or other similar facsimile transmission, (c) sent by registered mail, postage prepaid, to the address of the respective Party specified below, or to fax number given below or any other number as may be designated in writing by such Party from time to time. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 10 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by tele facsimile or other similar facsimile transmission, be deemed to be given electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

If notices to the Book Running Lead Manager, deliver to it at:

### **FlySBS Aviation Limited**

**Name:** N Saptharishi

**Address:** Plot no. 16 (NP), 3<sup>rd</sup> Floor, Indique Palmyra, SIDCO Industrial Estate, Ekkatuthangal, Guindy Industrial Estate, Chennai, Chennai City Corporation, Tamil Nadu – 600032, India.

**Tel No.:** +91-44 2260 4444

**Designation:** Company Secretary and Compliance Officer

If notices to the Market Maker, deliver to it at:

### **GIRIRAJ STOCK BROKING PRIVATE LIMITED**

**Address:** 4, Fairlie Place, HMP House, 4th Floor, Suite No- 421A, Kolkata- 700001, India

**Tel:** 033- 40054519 / 9547473969

**Email:** girirajstock@yahoo.com

**Website:** www.girirajstock.com

**Contact Person:** Kuntal Laha

If notices to the Issuer Company, deliver to it at:

### **VIVRO FINANCIAL SERVICES PRIVATE LIMITED**

**Name:** Vivek Vaishnav

**Address:** 607/608 Marathon Icon, Opp. Peninsula Corporate Park, Off. Ganpatrao Kadam Marg, Veer Santaji Lane, Lower Parel, Mumbai 400013, Maharashtra, India

**Tel No.:** +91-22 6666 8040

**Designation:** Director

## 11. TIME IS THE ESSENCE OF THE AGREEMENT:

All obligations of the Company, the Market Maker and the Book Running Lead Manager, are subject to the conditions that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company or the Market Maker to adhere to the time limits shall unless otherwise agreed between the Company and the Market Maker, discharge the Market Maker or Company of his / their obligations under the Market Making Agreement. This agreement shall be in force from the date of execution and will expire on completion of allotment for this Issue.

## 12. MAXIMUM LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the BRLM 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,



*Vaishnav*



by a final non-appealable judgment of a competent court, to have resulted directly from the relevant aforementioned Party's fraud, gross negligence or wilful default. .

**13. MISCELLANEOUS OBLIGATIONS:**

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

**14. GOVERNING LAW AND JURISDICTION:**

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

**15. CHANGE IN LEGAL ENVIRONMENT**

The terms of this agreement for the Issue and for market making are based upon the prevailing legal environment in India by way of prescribed rules and regulations by regulatory bodies such as the Ministry of Finance, Ministry of Company Affairs (MCA), Registrar of Companies (ROC), SEBI, Stock Exchanges and other governing authorities. Any change or alteration by the respective bodies in the prevailing laws and regulations in future times, that may render the accomplishment of the Issue or market making unsuccessful for the reasons beyond the parties' control and the Issuer's control shall not be counted as party's failure. In case of such an event, parties shall not be liable or legally bound to any proceedings or actions for refund of fees received till such date.

**16. 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 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 dispute will be referred to four arbitrators (one to be appointed by the Market Maker, one to be appointed by the Book Running Lead Manager, one to be appointed by the Issuer Company and the fourth to be appointed by the three arbitrators so appointed). All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in Chennai, India.

Any reference of any disputes, 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.

**17. AMENDMENT:**

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement.





**18. SEVERABILITY:**

If any provisions of this agreement or application of any such provision to any person or set of circumstances is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provisions 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. GSBPL, Vivro, and Issuer shall endeavour in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

**19. COUNTERPARTS:**

This Agreement may be executed in separate counterparts; each of which when so executed and delivered shall be deemed to be an original, but all the counterparts shall constitute one and the same Agreement.

**20. 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.

**21. ILLEGALITY:**

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In case any provision of this Agreement conflict with any provision of law including SEBI (ICDR) Regulations, and / or any other norms to be issued by SEBI, in force on the date of this Agreement or any time in future, the latter shall prevail.

**22. CONFIDENTIALITY:**

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

**23. ASSIGNMENT:**

No party may assign any rights under this Agreement without the consent of the party against whom the right operates. No provision of this Agreement may be varied without the consent of the Book Running Lead Manager. The undersigned hereby certifies and consents to act as Book Running Lead Manager or Market Maker (as the case may be) to the aforesaid issue and to their name being inserted as Book Running Lead Manager or Market Maker (as the case may be) in the Draft Red herring Prospectus, Red Herring Prospectus, Prospectus and Information Memorandum which the Issuer Company intends to issue in respect of the proposed Issuing and hereby authorize the Issuer Company to deliver this Agreement to SEBI and the Stock Exchange.



*[Handwritten signature]*



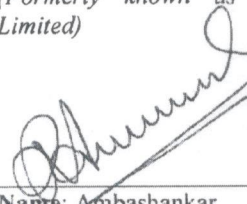


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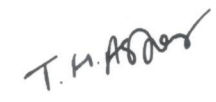



**24. MISCELLANEOUS:**

No party to this Agreement may assign or transfer, in whole or in part, any of its rights, obligations or duties under this Agreement. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THIS AGREEMENT ON THE DATE MENTIONED ABOVE.**

<p><b>For and on behalf of</b>  <b>FlySBS Aviation Limited</b>  <i>(Formerly known as FlySBS Aviation Private Limited)</i></p>   <p><b>Name:</b> Ambashankar  <b>Designation:</b> Whole Time Director and Chief Executive Officer  <b>DIN:</b> 08539946</p>	<p><b>Witness</b>  <b>Name:</b> Ajith Kumar</p> <p><b>Address:</b> Plot no. 16 (NP), 3<sup>rd</sup> Floor, Indique Palmyra, SIDCO Industrial Estate, Ekkatuthangal, Guindy Industrial Estate, Chennai, Chennai City Corporation, Tamil Nadu – 600032, India</p> <p><b>Signature</b> </p>
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<p><b>For and on behalf of</b>  <b>Vivro Financial Services Private Limited (BRLM)</b></p>   <p><b>Name:</b> Vivek Vaishnav  <b>Designation:</b> Director  <b>DIN:</b> 00925446</p>	<p><b>Witness</b>  <b>Name:</b> Tushar Ashar</p> <p><b>Address:</b> 607/608 Marathon Icon, Opp. Peninsula Corporate Park, Off. Ganpatrao Kadam Marg, Veer Santaji Lane, Lower Parel, Mumbai 400013, Maharashtra, India</p> <p><b>Signature</b> </p>
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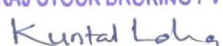
<p><b>For and on behalf of</b>  <b>Giriraj Stock Broking Private Limited</b></p> <p><b>GIRIRAJ STOCK BROKING PVT. LTD.</b>  <b>Kuntal Laha</b>  <b>Director</b></p> <p><b>Name:</b> Kuntal Laha  <b>Designation:</b> Director  <b>DIN:</b> 08086873</p>	<p><b>Witness</b>  <b>Name:</b> Sourav Kumar</p> <p><b>Address:</b> Sarberia, South 24 Pargana – 743385.</p> <p><b>Signature</b> </p>
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## SCHEDULE A

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

1. The fees for market making shall be Rs. 4,00,000/- annually and such as may be mutually decided by the parties from time to time.
2. The company shall pay the Market Maker, the market making fee for the period of market making as statutorily required and/or extended voluntarily.
3. All applicable taxes will be additional and would be borne by the Issuer Company.
4. Any other claims or other documentation and miscellaneous expenses will be borne by the Market Maker alone and that the total cost of the Issuer Company and / or Book Running Lead Manager for availing his market making Services shall be such amount as may be agreed by the parties in clause 1.
5. The above-mentioned fees or term may be changed and modified, subject to mutual written consent of all the parties any day from the date of signing this agreement.

<b>For and on behalf of</b> <b>FlySBS Aviation Limited</b> (Formerly known as FlySBS Aviation Private Limited)   <b>Name:</b> Ambashankar <b>Designation:</b> Whole Time Director and Chief Executive Officer <b>DIN:</b> 08539946	<b>For and on behalf of</b> <b>Vivro Financial Services Private Limited</b>   <b>Name:</b> Vivek Vaishnav <b>Designation:</b> Director <b>DIN:</b> 00925446	<b>For and on behalf of</b> <b>Giriraj Stock Broking Private Limited</b> <b>GIRIRAJ STOCK BROKING PVT. LTD.</b>  <b>Kuntal Laha</b> <b>Director</b> <b>Name:</b> Kuntal Laha <b>Designation:</b> Director <b>DIN:</b> 08086873
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