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સૂચના

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- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.

MARKET MAKING AGREEMENT

FOR INITIAL PUBLIC ISSUE

OF

HRS ALUGLAZE LIMITED

DATED 14th Nov 2025

BETWEEN

HRS ALUGLAZE LIMITED

(THE COMPANY)

AND

CUMULATIVE CAPITAL PRIVATE LIMITED

(“BOOK RUNNING LEAD MANAGER”, “BRLM” & “UNDERWRITER,”)

AND

MNM STOCK BROKING PRIVATE LIMITED

(“MARKET MAKER”)



HRS ALUGLAZE LIMITED

DIRECTOR

FOR, MNM STOCK BROKING PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY

THIS STAMP PAPER FORMS PART OF MARKET MAKING AGREEMENT DATED 14th Nov 2025 AMONG HRS ALUGLAZE LIMITED ("ISSUER" OR "COMPANY") AND CUMULATIVE CAPITAL PRIVATE LIMITED ("UNDERWRITER-I" OR "BRLM" OR "BOOK RUNNING LEAD MANAGER" OR "MERCHANT BANKER" OR "CCPL") and MNM STOCK BROKING PRIVATE LIMITED ("MARKET MAKER" OR "UNDERWRITER -II")

FOR, MNM STOCK BROKING PVT. LTD.

1 DIRECTOR *Parth Gajwani* UNAUTHORISED SIGNATORY

HRS ALUGLAZE LIMITED
DIRECTOR



THIS STAMP PAPER FORMS PART OF MARKET MAKING AGREEMENT DATED 14th Nov 2025 AMONG HRS ALUGLAZE LIMITED ("ISSUER" OR "COMPANY") AND CUMULATIVE CAPITAL PRIVATE LIMITED ("UNDERWRITER-I" OR "BRLM" OR "BOOK RUNNING LEAD MANAGER" OR "MERCHANT BANKER" OR "CCPL") and MNM STOCK BROKING PRIVATE LIMITED ("MARKET MAKER" OR "UNDERWRITER -II")

HRS ALUGLAZE LIMITED

DIRECTOR



FOR, MNM STOCK BROKING PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY

MARKET MAKING AGREEMENT FOR INTIAL PUBLIC ISSUING (IPO) BY HRS ALUGLAZE LIMITED

This Market Making Agreement (hereinafter referred to as the “**Agreement**”) made at **Ahmedabad**, on **14th Nov 2025**, by and amongst:

HRS ALUGLAZE LIMITED (CIN: U28113GJ2012PLC069653), a Company incorporated under the Companies Act, 1956 and having its Registered Office at 601 W-1, 6th Floor, New York Timber Street, Opp. PSP House, B/H. S.G. Highway, Ambali Road, Jodhpur, Ahmedabad – 380 058, Gujarat, India. (Hereinafter referred to as “or “Company” or “Issuer”) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns; of the **FIRST PART**;

AND

CUMULATIVE CAPITAL PRIVATE LIMITED (CIN: U64910MH2023PTC414974), a Company registered under the Companies Act, 2013, and having its registered office at B 309-311, 215 Atrium, Nr. Courtyard Marriott Hotel, Andheri Kurla Road, Andheri East, Chakala, MIDC, Mumbai, Mumbai, Maharashtra, India, 400093 (hereinafter referred to as “or “Book Running Lead Manager” and “Underwriter-I”, 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

MNM STOCK BROKING PRIVATE LIMITED (CIN: U93030GJ2010PTC062882), a company incorporated under the Companies Act, 1956, having SEBI Registration number **INZ000001933** and BSE Member code **6579** and having its registered office at 101-102, 1st Floor, J.P. Complex, Opp.C N Vidhyalaya, Nr. Ambawadi Circle, Ambawadi, Ahmedabad, Gujarat, India, 380015. (hereinafter referred as “**Market Maker**” or “**Underwriter – II**”) 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**;

HRS Aluglaze Limited, Cumulative Capital Private Limited, and MNM Stock Broking Private Limited are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Company propose to undertake an initial public issue of equity shares duly up to 58,00,000 Equity shares of the Company (the “Equity Shares”) in accordance with Section 26 and 32 of the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “SEBI ICDR Regulations”) and other Applicable Laws (the “Issue”) at such price as may be determined through the book building process under the SEBI ICDR Regulations (the “Issue Price”) and in reliance on Regulation S (“Regulation S”) under the United States Securities Act of 1933, as amended (the “Securities Act”). The Shares are proposed to be offered to the public under Regulation 229 (2) of Chapter IX of SEBI ICDR Regulations via Book Built Process.
- B. The Issuer Company has obtained approval for the Issue pursuant to the Board Resolution dated June 16, 2025. The Issuer Company passed a special resolution under section 62 of the Companies Act, 2013 at the Extra Ordinary-General Meeting held on June 18, 2025 which collectively authorized the Issuer Company’s Directors, or any other authorized representatives, for the purpose of the Issue, and sign the Draft Red Herring Prospectus, the Red Herring Prospectus, Prospectus, this Agreement, any amendments or supplements thereto, and any and all other writings as any be legally and customarily required in pursuance of the Issue to do all acts, deeds or things as may be required.

The Issuer Company and the Underwriters have entered into an Underwriting Agreement dated 14th November 2025 pursuant to which Cumulative Capital Private Limited (Book Running Lead Manager and Underwriter-I) and MNM Stock Broking Private Limited (Market Maker and Underwriter – II) have 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

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DIRECTOR/AUTHORISED SIGNATORY

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DIRECTOR



and in line with the requirement of the SEBI (ICDR) Regulation, 2018 and other applicable laws, regulations and guidelines.

- C. 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 CCP, being Book Running Lead Managers to the Issue has to ensure compulsory Market Making through the Stock Broker of the SME Exchange (in this case being the SME Platform of BSE Limited) for the compulsory market making period (as defined herein).
- D. CCPL has approached MNM Stock Broking Private Limited for being appointed as Market maker. MNM Stock Broking Private Limited has accepted such proposal and confirmed that there is no conflict of interest arising from such transaction or arrangement.
- E. 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” with respect to a specified person, shall mean any other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

“Allotment” shall mean the Issue and allotment of equity shares 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 Red herring prospectus/Red Herring Prospectus and/or the Prospectus.

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

“Bid/Issue Closing Date” shall mean any such date on completion of the application hours after which the 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 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 where the registered office of the company is situated.

“Bid/ Issue Period” shall mean 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.

“Bid” shall mean an indication to make an issue during the Bid/Issue Period by a Bidder pursuant to submission of the Bid cum 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 Draft Red Herring Prospectus and Bid cum Application Form.

“Bid Amount” shall mean the highest value of optional Bids indicated in the Bid cum Application Form and in the case of Individual Bidders Bidding at Cut Off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such Individual Bidder and mentioned in the Bid cum Application Form and payable by the Individual Bidder or blocked in the ASBA Account 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 Draft Red Herring Prospectus.

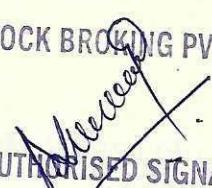
“BRLM” shall mean the Book Running Lead Manager to the Issue i.e. Cumulative Capital Private Limited.



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DIRECTOR

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“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 Indian Companies Act, 2013, along with the rules framed there under to the extant notified as amended from time to time.

“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 which has been filed with BSE Limited in accordance with Section 26 & 32 of the Companies Act, 2013 for getting in-principal listing approval.

“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.

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

“Indemnifying party” shall have the meaning given to such term in this Agreement.

“Issue” shall mean issue of upto 58,00,000 Equity shares

“Issue Agreement” shall mean agreement dated August 08, 2025, entered between the Issuer Company and Book Running Lead Manager.

“Issue Price” shall mean the final price at which Equity Shares will be allotted in terms of the Red Herring Prospectus the Issue Price will be decided by our Company in consultation with the BRLM on the Pricing Date in accordance with the Book-Building Process and the Red Herring Prospectus.

“Market Maker” shall mean any person who is registered as a Market Maker with SME Platform of BSE Limited **“Market Maker Reservation Portion”**, shall be at least 5.00% of Issue proceeds divided by Cap Price; subject to adjustments of lot size. Further the Market Maker Reservation Portion is not less than 5.00% of shares offered under the IPO as required as per regulation 261, sub regulation (4) of SEBI (ICDR) Regulations.

“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” shall mean the Issue of equity shares in this Issue excluding Market Maker Reservation Portion.

“Non-institutional Applicants” shall mean all Applicants that are not QIBs or Applicants and who have applied for equity shares for an amount more than ₹ 2,00,000.

“BSE” shall mean BSE Limited.

“SME Platform of BSE Limited” shall mean 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.

“Issue Document” shall mean and include the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus as and when approved by the Board of Directors of the Issuer Company which is filed / to be filed with BSE Limited.

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

HRS ALUGLAZE LIMITED
DIRECTOR



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“Prospectus” shall mean the prospectus of the Company which will be filed with BSE/ SEBI / ROC and others in accordance with Section 32 of the Companies Act, 2013 after getting in-principal listing approval but before opening the Issue.

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

“Registrar” shall mean Registrar to the Issue being Purva Shareregistry (India) Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 301, 9, Shiv Shakti Industrial Estate, J. R. Boricha Marg, Lower Parel (East) Mumbai 400011, Maharashtra, India.

“Individual Applicants” shall mean individual Applicants (including HUFs and NRIs) who have applied for Equity Shares for minimum 2 lots (with minimum application size of above ₹2 lakhs) in any of the application options in the Issue.

“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.

“Stock Exchange” shall mean BSE Limited.

“Underwriters” shall mean Cumulative Capital Private Limited and MNM Stock Broking Private Limited. 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 type face 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.

- 1.2 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 shares of HRS Aluglaze Limited is in the manner and on the terms and conditions contained elsewhere in this Agreement and as mentioned below:



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The Market Maker shall fulfill the applicable obligations and conditions as specified in the SEBI (ICDR) Regulations, and its amendments from time to time and the circulars issued by the BSE and SEBI regarding this matter from time to time.

1. The Market Maker shall be required to provide a 2-way quote for 75% of the time in a day. The same shall be monitored by the stock exchange. Further, the Market Maker(s) shall inform the exchange in advance for each and every blackout period when the quotes are not being Issued by the Market Maker.
2. 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 BSE SME and SEBI from time to time.
3. The minimum depth of the quote shall be ₹1,00,000. However, the investors with holdings of value less than ₹1,00,000 shall be allowed to Issue their holding to the Market Maker(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.
4. Execution of the order at the quoted price and quantity must be guaranteed by the Market Maker(s), for the quotes given by him.
5. 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.
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 pre-open call auction.
7. The Market maker may also be present in the opening call auction, but there is no obligation on him to do so.
8. 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.

The Market Maker(s) shall have the right to terminate said arrangement by giving a one month notice or on mutually acceptable terms to the Merchant Banker, who shall then be responsible to appoint a replacement Market Maker(s). 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 Book Running Lead Managers 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. Further, our Company and the Book Running Lead Managers reserve the right to appoint other Market Makers either as a replacement of the current Market Maker or as an additional Market Maker subject to the total number of Designated Market Makers does not exceed five or as specified by the relevant laws and regulations applicable at that particular point of time. The Market Making Agreement is available for inspection at our corporate office from 11.00 a.m. to 5.00 p.m. on working days.

9. Risk containment measures and monitoring for Market Makers: SME Platform of BSE will have all margins which are applicable on the BSE 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.
10. Punitive Action in case of default by Market Maker: SME Platform of BSE 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 Makers, 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

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DIRECTOR



Maker(s) 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 Makers from time to time.

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

- (i) In case equilibrium price is discovered in the Call Auction, the price band in the normal trading session shall be 5% of the equilibrium price.
- (ii) In case equilibrium price is not discovered in the Call Auction, the price band in the normal trading session shall be 5% of the Issue price.

Additionally, the trading shall take place in TFT sent for first 10 days from commencement of trading. The following spread will be applicable on the SME Exchange Platform.

Sr. No.	Market Price Slab	Proposed Spread (in % to sale price)
1.	Up to 50	9.00%
2.	50 to 75	8.00%
3.	75-100	6.00%
4.	Above 100	5.00%

12. 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.

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

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

The Marketing 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.

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.

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 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;

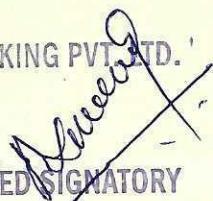


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DIRECTOR

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- 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 will ensure compliance with the applicable laws and rules laid down by the SEBI and SME Platform of BSE Limited w.r.t Market Making in general and Market Making in shares of HRS Aluglaze Limited 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.

3.2 Market Maker shall not buy the Equity Shares from the Promoter 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 Market Maker shall comply with all applicable by-laws, laws, rules, guidelines and regulations for the term of this Agreement.

3.4 The Market Maker acknowledges that it is under a duty to notify Book Running Lead Manager and the SME Platform of BSE Limited 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:

- a. it has taken all necessary actions to authorize the signing and delivery of this agreement;
- b. the signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Book Running Lead Manager;
- c. it will comply with all of its respective obligations set forth in this Agreement;
- d. it will ensure compliance with the applicable laws and rules laid down by the SEBI and SME Platform of BSE 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 SME Platform of BSE 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;

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- d. it shall ensure compliance with the applicable laws and rules laid down by the SEBI and BSE Platform of BSE Limited w.r.t role of the Issuer Company in the Market Making process in general and Market Making process in the shares of HRS Aluglaze Limited 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.

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 SME Platform of BSE 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 SME Platform of BSE Limited and that such approvals are full in force and affects as of the Listing Date.
 - 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 the SME Platform of BSE 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 Issuer 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.



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8. INDEMNITY

The Issuer Company shall indemnify and keep indemnified, the Book Running Lead Manager, Underwriters and Market Maker 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 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 dated August 08, 2025 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. Provided however that the Issuer Company will not be liable to the Book Running Lead Manager, Underwriters & Market Maker to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from any of the Underwriters severally, as the case may be, bad faith or gross negligence or wilful misconduct, illegal or fraudulent acts, in performing the services under this agreement.

9. TERM AND TERMINATION

- 9.1 HRS Aluglaze Limited'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 BSE 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 (1) 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 BSE 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. MNM Stock Broking Private Limited) but prior to the date of releasing the existing Market Maker from its duties in order to ensure compliance with the requirements of regulation 261 of the SEBI (ICDR) Regulations.

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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.

9.7 It is agreed between the Parties hereto that in the event of the Issuer Company migrating to the Main Board of BSE 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 registered mail, postage prepaid, to the address of the respective Party specified below, or email IDs 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; and (ii) if sent by registered mail, be deemed given when received.

BRLM and Underwriter-I	Issuer Company	Market Maker and Underwriter-II
Cumulative Capital Private Limited Reg. Office: B 309-311, 215 Atrium, Nr. Courtyard Marriott Hotel, Andheri Kurla Road, Andheri East, Chakala Midc, Mumbai, Mumbai, Maharashtra, India, 400093. Telephone: +91 9819662664 / +91 77381 14494 Email: contact@cumulativecapital.group Contact Person: Mr. Swapnilsagar Vithalani / Kenali Shah	HRS Aluglaze Limited Reg. Office: 601 W-1, 6th Floor, New York Timber Street, Opp. PSP House, B/H. S.G. Highway, Ambali Road, Jodhpur, Ahmedabad – 380 058, Gujarat, India. Tel. No.: +91 79 26306595 E-mail: info@hrsaluglaze.com Contact Person: Rupesh Pravinbhai Shah	MNM Stock Broking Private Limited Reg. Office: 101-102, 1st Floor, J.P.Complex, Opp. C N Vidhyalaya, Nr. Ambawadi Circle, Ambawadi, Ahmedabad, Ahmedabad, Gujarat, India, 380015 Tel: +91 70690 22321 Email Id: info@mnmshares.com Website: https://www.mnmshares.com/ Contact Person: Mr. Vikrant Modi

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. SEVERAL OBLIGATIONS

The Issuer Company, the Market Maker and the Book Running Lead Manager acknowledges and agrees that they are all liable on a several bases to each other in respect of this representation, warranties, indemnities, undertakings and other obligations given, entered into or made by each of them in this Agreement.

13. MISCELLANEOUS

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



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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, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India, the courts of Mumbai, India, shall have exclusive jurisdiction in all matters arising out of this Agreement.

15. 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 Mumbai, India.

16. 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.

Market Maker, MNM Stock Broking Private Limited and HRS Aluglaze Limited 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 Section 8 pursuant to 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

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(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 three (3) 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 Red Herring Prospectus, Prospectus and Information Memorandum which the Issuer Company intends to offer in respect of the proposed Issuing and hereby authorize the Issuer Company to deliver this Agreement to SEBI and the BSE Limited.

24. MISCELLANEOUS

- 24.1 No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by its authorised officer or representative.
- 24.2 No party to this Agreement may assign or transfer, in whole or in part, any of its rights, obligations or duties under this Agreement.
- 24.3 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.
- 24.4 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.



HRS ALV GLAZE LIMITED

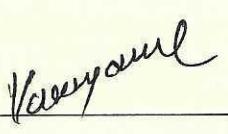
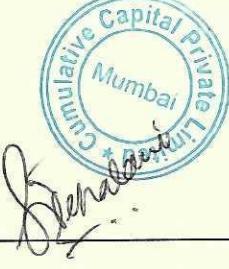
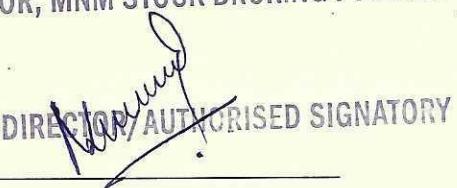
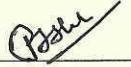
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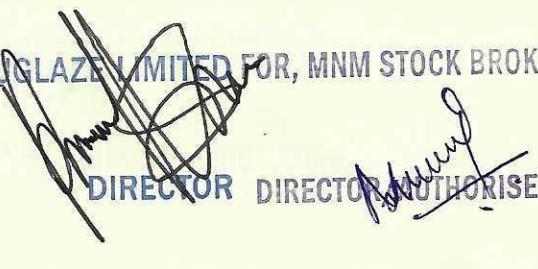
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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

<p>For HRS Aluglaze Limited</p> <p></p>	<p>Witness No. 1</p> <p></p>
<p>Name: Mr. Rupesh Pravinbhai Shah</p> <p>Authorised Signatory</p>	<p>Name: Mahesh Lalchandras Vasoya</p> <p>Address: B-105 Manthan Nagar - 1 Bapunagar, Ahmedabad.</p>
<p>For Cumulative Capital Private Limited</p> <p>(Book Running lead Manager)</p> <p></p>	<p>Witness No. 2</p> <p></p>
<p>Swapnilsagar Vithalani</p> <p>Authorised Signatory</p> <p>MNM STOCK BROKING PRIVATE LIMITED (Market Maker) FOR, MNM STOCK BROKING PVT. LTD.</p> <p></p>	<p>Name: KENALI SHAH</p> <p>Address: B-309-311, 215 Atrium, Chakala, Andheri (E), Mumbai - 43.</p> <p>Witness No. 3</p> <p></p>

HRS ALUGLAZE LIMITED FOR, MNM STOCK BROKING PVT. LTD.


DIRECTOR DIRECTOR AUTHORISED SIGNATORY

SCHEDULE A

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

1. The Issuer Company shall pay the Market Maker a market-making fee of **16 Lakhs** over a period of three years, in consideration of the obligations undertaken by the Market Maker under this Agreement. The aggregate fee shall be payable to the Market Maker or to such other person(s) as the Market Maker may direct from time to time.
2. The company shall pay the Market Maker, the market making fees 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 Issuer Company 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.



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