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INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

Certificate No.	:	**IN-GJ75878899543891X**
Certificate Issued Date	:	29-Dec-2025 02:01 PM
Account Reference	:	IMPACC (AC)/ gj13048111/ VADHVAN/ GJ-SN
Unique Doc. Reference	:	SUBIN-GJGJ1304811153329334782603X
Purchased by	:	DEVSON CATALYST LIMITED
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	MARKET MAKING AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	DEVSON CATALYST LIMITED
Second Party	:	JJ IPO ADVISORS PRIVATE LIMITED
Stamp Duty Paid By	:	DEVSON CATALYST LIMITED
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

JJ IPO ADVISORS PRIVATE LIMITED
CIN U67190GJ1998 PTC033649

DEVSON CATALYST LIMITED INDIA

FOR, MNM STOCK BROKING PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY

PF 0031078699

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MARKET MAKING AGREEMENT FOR THE INITIAL PUBLIC OFFER BY DEVSON CATALYST LIMITED AT BSE SME

This **Market Making Agreement** (hereinafter referred to as the "**Agreement**") made at Surendranagar, Gujarat on this **30th day of April 2026**, by and amongst:

DEVSON CATALYST LIMITED, a Company incorporated under the Companies Act 1956, as amended (the "Companies Act") bearing CIN U31300GJ2004PLC044722, and having its Registered Office at Plot No 213 to 218, and 233 to 237, Phase II, Ambawadi, GIDC, Wadhwan City, Surendra Nagar, Gujarat, India, 363030, (hereinafter referred to as "**the Company**"/ **Devson**/"**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 **FIRST PART;**

AND

PRATAPBHAI DEVJIBHAI SIYANIA, an Indian resident, and residing at Plot H-13, G.I.D.C Residence G.I.D.C. Wadhwan, Near Rotary Garden, Wadhwan, Surendra Nagar, Gujarat, 363030 (hereinafter referred to as **"Promoter Selling Shareholder"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns) of the **SECOND PART;**

AND

PRAHLADBHAI DEVJIBHAI SHIYANIYA, an Indian resident, and residing at H-48, G.I.D.C Wadhwan, G.I.D.C. Residence area, Wadhwan City Ind. Estate, Surendra Nagar, Gujarat, 363035 (hereinafter referred to as **"Promoter Selling Shareholder",** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns) of the **THIRD PART;**

AND

PATEL SAVAN PRAHLADBHAI, an Indian resident, and residing at H-48, GIDC Residence Area, Wadhwan City Ind. Estate, Surendranagar, Gujarat-363035 (hereinafter referred to as the **"Promoter Selling Shareholder"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns) of the **FOURTH PART;**

AND

PATEL KRISHNA SAVANBHAI, an Indian resident, and residing at H-48, GIDC Residence Area, Wadhwan City Ind. Estate, Surendranagar, Gujarat-363035 (hereinafter referred to as the **"Promoter Selling Shareholder"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns) of the **FIFTH PART;**

AND

GAYATRIBEN PATEL, an Indian resident, and residing at H-48, GIDC Residence Area, Wadhwan City Ind. Estate, Surendranagar, Gujarat-363035 (hereinafter referred to as the **"Promoter Group Selling Shareholder"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns) of the **SIXTH PART;**

AND

SHIYANIA GITABEN P, an Indian resident, and residing at H-48, GIDC Residence Area, Wadhwan City Ind. Estate, Surendranagar, Gujarat-363035 (hereinafter referred to as the "**Promoter Group Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns) of the **SEVENTH PART;**

AND

JJ IPO ADVISORS PRIVATE LIMITED, a Company incorporated under the Companies Act 1956, as amended (the "Companies Act") bearing CIN U67190GJ1998PTC033649, and having its Registered Office at 13th Floor-

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1301 & 1302, Yash Anant, Ashram, Road, Ashram Road P.O, Ahmedabad, City Ahmedabad, Gujarat, India, 380009 (hereinafter referred to as the ("**Book Running Lead Manager**"/ "**BRLM**"/ "**JJ IPO**") 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 **EIGHTH PART;**

AND

MNM STOCK BROKING PVT LTD a Company incorporated under the Companies Act, 1956 and having its Registered Office at 101-102, 1st Floor, J.P. Complex, Opp. C N Vidhyalaya, Nr. Amba wadi Circle, Amba Wadi, Ahmedabad, Gujarat, India, 380015 (hereinafter referred to as "**MSBPL**" 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 **NINTH PART**;

AND

(DEVSON, PROMOTER SELLING SHAREHODER, PROMOTER GROUP SELLING SHAREHOLDER, JJIPO & MNM are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS:

(A) The Company proposes to offer the Company's Equity Shares having face value of Rs 10.00/- each ("Equity Shares") through an initial public offering of upto **35,88,000** Equity Shares for cash ("**Offer Shares**") out of which Fresh Issue of **upto 33,38,000** Equity Shares of the Company of Rs. 10.00 each and Offer for Sale of **upto 2,50,000** Equity Shares of the Company of Rs. 10/- each through an offer for sale by Pratapbhai Devjibhai Siyania, Prahladbhai Devjibhai Shiyaniya, Patel Savan Prahladbhai, Patel Krishna Savanbhai, **(referred as "Promoter Selling Shareholder" individually and "Promoter Selling Shareholders" collectively**), Gayatriben Prahladbhai Shiyania, and Gitaben Pratapbhai Shiyania (referred as "**Promoter Group Selling Shareholder" individually and " Promoter Group Selling Shareholders" collectively**) for cash (the "Offer for Sale") in accordance with the Companies Act, 2013 and Chapter IX of the SEBI (ICDR) Regulations 2018, as amended, (as defined herein) and applicable Indian securities laws for cash at a price which shall be decided by the Company and the BRLM based on the Book Building Process and to list its Equity Shares at SME platform of BSE Limited ("**BSE SME**"). The offer includes reservation of Equity Shares for subscription by Eligible Employees.

(B) The Equity Shares to be offered for allotment in this Offer comprise a Net Offer to the public of upto [•] Equity Shares at an Offer Price for cash as may be determined or discovered based on the Book Building Process and as agreed by the Company, Promoter Selling Shareholders and the Promoter Group Selling Shareholders in consultation with the BRLM, and a reserved portion for the Market Maker of upto [•] Equity Shares (the "**Market Maker Reservation Portion**"), and [•] Equity Shares will be reserved for Employee Reservation (the" Employee Reservation Portion") (collectively the "**Offer**"). The Net Offer to public shall comprise of Offer to Individual Investors, Individual Applicants other than Individual investors, eligible employees and other investors including corporate bodies or institutions and Qualified Institutional Buyers (including Anchor Investors) irrespective of the number of Equity Shares applied for.

(C) The Offer of shares shall be conducted through **Book Building Process** in accordance with SEBI ICDR Regulations in terms of which this Offer is being made.

(D) The Issuer Company has, pursuant to Section 62(1)(c) of the Companies Act, 2013 and other applicable provisions, by a resolution passed by its Board of Directors at its meeting held on February 02, 2026, authorised and approved the Offer, subject to the approval of the shareholders of the Company and such other statutory and regulatory approvals as may be required, which resolution supersedes the earlier resolution passed by the Board of Directors at its meeting held on December 24, 2025 under the same provisions.

Further, the shareholders of the Issuer Company have, pursuant to Section 62(1)(c) of the Companies Act, 2013 and other applicable provisions, by a Special Resolution passed at the Extra-Ordinary General Meeting held on February 11, 2026, authorised and approved the Offer, subject to receipt of such other approvals as may be required, which Special Resolution supersedes the earlier Special Resolution passed at the Extra-Ordinary General Meeting held on December 26, 2025 under the same provisions.

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Pursuant to the aforesaid resolutions, the Board of Directors of the Issuer Company and/or its duly authorised representatives have been authorised to, inter alia, finalise and approve the Draft Offer Document and the Offer Document, execute this Agreement, the Underwriting Agreement and all other agreements and documents in connection with the Offer, and to do all such acts, deeds and things as may be necessary or incidental to the Offer and the proposed listing of the Equity Shares on the SME Platform of BSE Limited.

The Promoter Selling Shareholders and Promoter Group Selling Shareholders have also consented to participate in the Offer through their respective authority for sale of their respective Equity Shares. The relevant details of the letters of transmittal by Promoter Selling Shareholders and Promoter Group Selling Shareholders are set out below:

Name of the Selling Shareholder	Date of Authorization Letter	No of Equity Shares offered	% of the pre-Offer paid-up Equity Share capital	Type of the Selling Shareholders
Pratapbhai Devjibhai Siyania	February 11, 2026	82,737	0.81%	Promoter Selling Shareholder
Prahladbhai Devjibhai Shiyaniya	February 11, 2026	64,369	0.63%	Promoter Selling Shareholder
Patel Savan Prahladbhai	February 11, 2026	40,637	0.40%	Promoter Selling Shareholder
Patel Krishna Savanbhai,	February 11, 2026	10,241	0.10%	Promoter Selling Shareholder
Gayatriben Patel	February 11, 2026	9,753	0.10%	Promoter Group Selling Shareholder
Shiyania Gitaben P	February 11, 2026	42,263	0.41%	Promoter Group Selling Shareholder

(E) The Issuer Company shall apply for approval letter for insertion of name of **BSE** in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus and for listing of its Equity Shares on the SME Platform of BSE Limited **("BSE SME"**).

(F) MNM, Market Maker to the Offer has agreed to ensure full subscription to its Market Maker Portion of upto [•] Equity Shares in its OWN account in terms of this Market Making Agreement. JJ IPO Advisors Private Limited, as Underwriter (who is also the Book Running Lead manager to the Offer) has agreed to ensure that in case of any under subscription in the Offer of **upto 35,88,000** Equity Shares, the same shall be arranged for subscription from its resources as per the specified timeline in terms of the Underwriting Agreement dated **April 30, 2026** executed between the Issuer Company, Promoter Selling Shareholders, Promoter Group Selling Shareholders and JJIPO, and in line with the requirements of the SEBI (ICDR) Regulations, 2018 and other applicable laws, regulations and guidelines.

(G) One of the requirements of issuing Equity Shares to the Public in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended as specified in Regulation 261(1) of the said Regulations is that **JJIPO**, being the **BRLM** to the Offer, shall ensure compulsory Market Making on SME Platform of BSE Limited for the Compulsory Market Making Period (as defined).

(H) **MNM STOCK BROKING PVT LTD** (MNM) is a Registered Stockbroker/Trading Member of BSE having SEBI Registration No. INZ000001933. MNM has also been registered as a Market Maker with the SME Platform of BSE vide Registration No. 6579 since September 15, 2023.

(I) The Issuer Company, Promoter Selling Shareholders, Promoter Group Selling Shareholders and **JJIPO** has approached **MNM Stock Broking Pvt Ltd** (**MNM**) for being appointed as Market Maker for this Initial Public Offer and MNM has accepted such proposal. **Devson Catalyst Limited** has understood the preliminary arrangements in place and has agreed to such appointment and these parties have now therefore agreed to enter into this agreement for the relevant business.

P. D. Siyani

K.S. Patel

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JJ IPO ADVISORS PRIVATE LIMITED CIN U67190GJ1998PTC033649

FOR, MNM STOCK BROKING PVT. LTD.
DIRECTOR/AUTHORISED SIGNATORY

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 allotment pursuant to the Offer.

"Agreement" shall mean this Agreement or any other agreement as specifically mentioned and all amendments thereto.

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

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

"Bid/ Offer" shall mean an indication to make an Offer during the Bid/Offer Period by Application Supported by Blocked Amount (ASBA) Bidders pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/Offer 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. The term "Bidding" shall be construed accordingly

"Bid Amount" shall mean the highest value of optional Bids indicated in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidder or Escrow Account of the Anchor Investor, as the case may be, upon submission of the Bid in the Offer. However, Eligible Employees applying in the Employee Reservation Portion can apply at the Cut-off Price and the Bid amount shall be Cap Price, multiplied by the number of Equity Shares Bid for by such Eligible Employee and mentioned in the Bid cum Application Form;

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

"Book Building Process" shall mean process in accordance with SEBI ICDR Regulation, in terms of which the Offer is being made.

"Book Running BRLM or BRLM or LM or Lead Manager" shall mean the Book Running Lead Manager to the Offer and shall also include Lead Manager to the Offer, in the present case being **JJ IPO Advisors Private Limited.**

"Bid/ Offer Closing Date" shall mean Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, which shall be notified in all editions of the English national newspaper, all editions of the Hindi national newspaper and the edition of the Regional daily newspaper, where the Registered Office of our Company is situated), each with wide circulation.

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

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

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"Bidder" shall mean any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor.

"BSE" shall mean BSE Limited, a recognised stock exchange having nationwide terminals.

"Companies Act" shall mean the Companies Act, 2013 and the Companies Act, 1956, to the extent applicable.

"Compulsory Market Making Period" shall mean the Market Making period starting from the listing of shares till a minimum period of three years as prescribed under Regulation 261(1) of the SEBI (ICDR) Regulations 2018, as amended. However, it has been provided that in terms of Regulation 277 of the SEBI (ICDR) Regulations, that a Company may migrate to the Main Board (in this case being the Main Board of BSE) and hence for the purpose of this agreement, when a Company migrates to the main board, there is no requirement of **"Market Making"** and hence the Compulsory Market Making period would be reduced to that extent.

"Controlling", "Controlled by" or "Control" shall have the same meaning ascribed to the term "control" under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or as may be amended from time to time.

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

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus of the Company which has been filed with SME Platform of BSE Limited **("BSE SME")** in accordance with Section 28, 26 & 32 of the Companies Act, 2013 for getting in-principle listing approval;

"Eligible Employees" shall mean all or any of the following:

(a) a permanent employee of our Company, Promoters as of the date of filing of this Red Herring Prospectus with the RoC and who continues to be a permanent employee of our Company, until the submission of the Bid cum Application Form; and

(b) a Director of our Company, whether whole time or not, who is eligible to apply under the Employee Reservation Portion under applicable law as on the date of filing of this Red Herring Prospectus with the RoC and who continues to be a Director of our Company, until the submission of the Bid cum Application Form, but not including (i) Promoters; (ii) persons belonging to the Promoter Group; and (iii) Directors who either themselves or through their relatives or through anybody corporate, directly or indirectly, hold more than 10% of the outstanding Equity Shares of our Company.

"Eligible Employee" applying under the Employee Reservation Portion shall apply for a minimum of two (2) Lots, such that the minimum Application Size shall be above ₹2,00,000, in accordance with the requirements applicable to SME Issues.

In the event of under-subscription in the Employee Reservation Portion, the unsubscribed portion shall be available for allocation and Allotment on a proportionate basis to Eligible Employees who have Bid for at least two (2) Lots and for an amount in excess of ₹2,00,000 (i.e., above the minimum Application Size), subject to the maximum value of Allotment to any such Eligible Employee not exceeding ₹5,00,000.

"Employee Reservation Portion" shall mean the portion of the Offer, upto [●] Equity Shares available for allocation to Eligible Employees, on a proportionate basis. Such portion shall not exceed 5% of the post-Offer Equity Share capital of the Company.

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

"Individual Investors/ II's" Individual investors, who apply for a minimum application size of two lots, provided that the minimum application size shall be above ₹ 2,00,000/-. (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs).

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"**Listing Date**" shall mean the date with effect from which the shares issued through this offer being made by **Devson Catalyst Limited** are permitted for trading by the SME Platform of BSE Limited ("BSE SME").

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

"Market Maker Reservation Portion", shall mean the reserved portion of upto [•] Equity Shares of the face value of Rs.10/- each, at an Offer Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Red Herring Prospectus/Prospectus to be filed with the RoC.

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

"Net Offer" The Offer of upto [•] Equity Shares of the face value of Rs. 10.00 each, at an Offer Price as determined by the Company, Promoter Selling Shareholders and Promoter Group Selling Shareholders in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC.

Non-Institutional Investors" or "NIIs" shall mean all Applicants, other than Qualified Institutional Buyers and Retail Individual Investors, who have applied for Equity Shares for an amount exceeding ₹2,00,000 in the Offer, in accordance with the SEBI ICDR Regulations.

"Offer Agreement" shall mean the Agreement dated **February 17, 2026** entered among the Issuer Company, Promoter Selling Shareholders, Promoter Group Selling Shareholders and Book Running Lead Manager to the Offer.

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

"Offer Shares" means equity share which the Issuer Company proposes to Offer through Public Offer i.e. [•] Equity Shares of the face value of Rs. 10.00/- each, at an Offer Price as determined by Company, Promoter Selling Shareholders, Promoter Group Selling Shareholders in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC in accordance with the Chapter IX of SEBI (ICDR) Regulations 2018, as amended.

"**Offer for Sale**" shall mean the public offer of upto [•] Equity Shares to be offered through the Offer for Sale by Promoter Selling Shareholders and Promoter Group Selling Shareholders, at such price as may be determined by the Company, Promoter Selling Shareholders and Promoter Group Selling Shareholders in consultation with the BRLM, in accordance with SEBI ICDR Regulations (as defined below) and other applicable Indian laws;

"Offer Documents" 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 Company and filed with SME Platform of BSE ("BSE SME").

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

"Promoter Selling Shareholders" shall mean Pratapbhai Devjibhai Siyania, Prahladbhai Devjibhai Shiyaniya, Patel Savan Prahladbhai and Patel Krishna Savanbhai,

"Promoter Group Selling shareholders" shall mean Gayatriben Patel and Shiyania Gitaben P.

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

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

P. D. Siyani

K.S. Patel

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

"Red Herring Prospectus" or "RHP" shall mean the red herring prospectus to be issued in accordance with Sections 28, 26 and 32 of the Companies Act, 2013, read with the applicable provisions of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("SEBI ICDR Regulations"), which will not include complete particulars of the price at which the Equity Shares are offered and the size of the Offer.

The Red Herring Prospectus shall be filed with the Registrar of Companies ("ROC") at least three Working Days prior to the Bid/Offer Opening Date and shall, upon filing with the ROC after the Pricing Date including the Price Band, Offer Price and the size of the Offer (as determined in accordance with the Book Building Process), become the Prospectus.

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

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

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

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

"Selling shareholders" shall mean Promoter Selling shareholders and Promoter Group Selling shareholders.

"Underwriting Agreement" shall mean agreement dated **April 30, 2026** executed between the Issuer Company, Promoter Selling Shareholders, Promoter Group Selling Shareholders & JJIPO, wherein JJIPO'S obligations to underwrite the unsubscribed portion of the proposed Offer have been set out.

1.2 In this Agreement, unless the context otherwise requires:

a) words denoting the singular shall include the plural and vice versa;
b) words denoting a person shall include an individual, corporation, Company, partnership, trust or other entity;
c) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
d) references to the word "include" or "including" shall be construed without limitation;
e) references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted;
f) reference to any party to this Agreement or any other agreement or deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and, in any other case, include its successors or permitted assigns;
g) a reference to an article, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, section, paragraph or schedule of this Agreement;
h) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
i) Capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red Herring Prospectus/Red Herring Prospectus and the Prospectus.

1.3 The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.

2. **MARKET MAKING**

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

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

2.2 The prices quoted by the Market Maker shall be in compliance with the Market Maker Spread requirements and other particulars as specified or as per the requirements of the SME Platform of BSE and SEBI from time to time.

2.3 The minimum depth of the quote shall be Rs. 1,00,000/-. However, the investors with holdings of value less than Rs. 1,00,000/- shall be allowed to offer their holding to the Market Maker in that scrip provided that he sells his entire holding in that scrip in one lot along with a declaration to the effect to the selling broker.

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

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

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

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

2.8 The Market Maker shall start providing quotes from the day of the listing / the day when designated as the Market Maker for the respective scrip and shall be subject to the guidelines laid down for market making by the exchange.

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

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

2.11 The Market Maker shall not be responsible to maintain the price of the Equity Shares of the Issuer Company at any particular level and is purely supposed to facilitate liquidity on the counter of **Devson Catalyst Limited** via its 2-way quotes. The price of the Equity Shares shall be determined and be subject to market forces.

3. REPRESENTATIONS AND WARRANTIES BY THE MARKET MAKER

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

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

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

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

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d) it shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of BSE w.r.t. Market Making in general and Market Making in the Equity Shares of **Devson Catalyst Limited** in specific.

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

4. REPRESENTATIONS AND WARRANTIES BY THE BOOK RUNNING LEAD MANAGER (JJIPO)

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 shall ensure compliance with the applicable laws and rules laid down by SEBI and the SME Platform of BSE w.r.t. role of the Book Running Lead Manager in the Market Making process in general and Market Making process in the Equity Shares of **Devson Catalyst Limited**.

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

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

5. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

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

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

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

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

d) it shall ensure compliance with the applicable laws and rules laid down by SEBI and the SME Platform of BSE w.r.t role of the Issuer Company in the Market Making process in general and Market Making process in the Equity Shares of **Devson Catalyst Limited** in specific.

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

6. CONDITIONS TO THE MARKET MAKERS' OBLIGATIONS

6.1 The several obligations of **MNM** in its capacity as the Market Maker under this Agreement are subject to the following conditions:

a) Subsequent to the execution and delivery of this Agreement and prior to the Listing Date, there shall not have occurred any regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, the SME Platform of BSE or any other governmental, regulatory or judicial authority which, in the judgment of the Market Maker, is material and adverse and that makes it, in the judgment of the Market Maker, impracticable to carry out Market Making.

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b) The representations and warranties of the Issuer Company contained in this Agreement shall be true and correct on and as of the Listing Date and it shall have complied with all the conditions and obligations under this Agreement and the Underwriting Agreement on its part to be performed or satisfied on or before the Listing Date.

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

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

e) Subsequent to the Listing Date and without having served the notice period required to terminate this agreement, the Market Maker shall not be released from its obligations in any situation, except for technical failures or Force Majeure Event. In case of technical failure or force majeure event occurring due to the Market Maker's own systems, the Market Maker shall inform the Book Running Lead manager, Issuer Company and the SME Platform of BSE immediately and take necessary actions to correct this failure upon discovery. **JJIPO** shall in this regard, take note of the same in its capacity as the Book Running Lead manager.

6.2 If any condition specified in Section 6.1 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Market Maker by written notice of 3 months to the Issuer Company any time on or prior to the Listing Date; provided, however, that this Section 6.2, Sections 4, 5, 6.3, 7, 9, 10 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Agreement.

6.3 In case of termination of the agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the Book Running Lead Manager to arrange for another Market Maker in replacement during the term of the notice period being served by the Market Maker but prior to the date of releasing the existing Market Maker from its duties in order to ensure compliance with the requirements of regulation 261(1) of the SEBI (ICDR) Regulations, 2018. In such a case, revised agreement like this one shall have to be entered into and this too shall be the responsibility of the Book Running Lead manager. However, certain terms and conditions may be modified on mutual consent of the Issuer Company and the Book Running Lead manager, subject to such modifications being legal and allowed under the applicable laws, rules and regulations.

7. MARKET MAKING FEES AND OTHER RELATED ARRANGEMENTS

7.1 The Issuer Company shall pay the Market Maker, the fees as per Schedule A in respect of the obligations undertaken by the Market Maker to ensure that there is an active Market Making in the Equity Shares of **Devson Catalyst Limited** as required under the SEBI (ICDR) Regulations. Such aggregate fee shall be paid in the manner set forth in **Schedule A** and will be paid to the Market Maker or such other persons as directed by the Market Maker from time to time.

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

7.3 The Book Running Lead manager shall not bear any other expenses or losses, if any, incurred by market maker in order to fulfil its market making obligations.

7.4 Provided further that the Market Maker may, if so required, subject to the applicable SEBI regulations and Exchange Circulars. demand for an interest free good faith deposit from the Issuer Company and the Issuer Company agrees to provide the same. Provided further that, such an interest free good faith deposit shall remain refundable and shall have to be refunded, upon retiring the said Market Maker from its duties.

8. INDEMNITY

a) The Book Running Lead manager & Market Maker shall indemnify and keep indemnified the Issuer (each, an **"Indemnified Party"**) from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to the Offer subscription, trading, liquidity

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FOR MNM STOCK BROKING PVT. LTD. DIRECTOR/AUTHORISED SIGNATORY and failure to make minimum market requirement from time to time. Provided however that the Book Running Lead manager & Market Maker will not be liable to the Issuer Company to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from the Issuer Company, as the case may be, bad faith or gross negligence or willful Misconduct, illegal or fraudulent acts, in performing the services under this Agreement. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings.

b) The Issuer Company shall indemnify and keep indemnified, the Book Running Lead manager and Market Makers for its own account and their respective Affiliates and all the respective directors, officers, employees, professionals, duly authorised agents and Controlling Persons (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the Draft Red Herring Prospectus, Red herring Prospectus and Prospectus or omission or alleged omission there from of a material fact necessary in order to make the statements therein in light of the circumstances under which they were made not misleading, or which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the willful default or gross negligence on the part of the Company. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing 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, 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 the Underwriter, as the case may be, bad faith or gross negligence or willful Misconduct, illegal or fraudulent acts, in performing the services under this Agreement.

9. **TERMINATION**

9.1 The Market Maker may terminate this Agreement by giving prior written notice of at least three (3) months to the Book Running Lead Manager and the Issuer Company of its intention to discontinue acting as the Market Maker. Provided that the aforesaid notice period may be reduced with the prior written consent of the Book Running Lead Manager, the Issuer Company and subject to compliance with Applicable Law.

Provided further that the existing Market Maker may be replaced by another market maker acceptable to the SME Platform of BSE Limited ("BSE"), the Book Running Lead Manager and the Issuer Company. Any such termination of this Agreement by the Market Maker shall become effective only upon:

(a) appointment of a successor market maker in accordance with the applicable provisions of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, and the requirements of BSE;
(b) execution of a replacement market making agreement by the Issuer Company, the Book Running Lead Manager and such successor market maker; and
(c) receipt of all necessary approvals, permissions and confirmations from BSE and other applicable regulatory authorities, if any.

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

9.3 The Book Running Lead manager agrees to consult with the Market Maker, to the extent practicable, prior to exercising its right to terminate this Agreement on the occurrence of a Material event as specified above, it being acknowledged by the Market Maker that the exercise of the right to terminate this Agreement on such an occurrence is at the absolute discretion of the Book Running Lead manager.

9.4 It is agreed to between the Parties hereto that in the event of the Issuer Company migrating to the Main Board of BSE, during the Compulsory Market Making Period, this Agreement shall stand terminated and the Market Maker shall no longer be obliged to provide the Issuer Company any market making services.

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

K.S. Patel

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9.6 In case of termination of the agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the Book Running Lead manager to arrange for another Market Maker in replacement during the term of the notice period being served by the Current Market Maker but prior to the date of releasing the existing Market Maker from its duties in order to ensure compliance with the requirements of regulation 261 of the SEBI (ICDR) Regulations, 2018 as amended. In such a case, revised agreement like this one shall have to be entered into and this too shall be the responsibility of the Book Running Lead manager. However, certain terms and conditions may be modified on mutual consent of the Issuer Company and the Book Running Lead manager, subject to such modifications being legal and allowed under the then applicable laws, rules and regulations.

10. NOTICES

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

11. MAXIMUM LIABILITY

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

12. CHANGE IN LEGAL ENVIRONMENT

The terms of this agreement for services by **MNM** for the Offer 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 Offer or market making unsuccessful for the reasons beyond **JJIPO, MNM** and the Issuer's control shall not be counted as MNM's failure. In case of such an event, **MNM** shall not be liable or legally bound to any proceedings or actions for refund of fees received till such date.

13. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Issuer Company, The Book Running Lead manager, the Market Maker and the Underwriters, are subject to the condition that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Issuer Company, The Book Running Lead manager or the Market maker to adhere to the time limits shall unless otherwise agreed among the Issuer Company, The Book Running Lead manager and the Market Maker, discharge the Market Maker or Issuer Company or The Book Running Lead manager of its/ their obligations under this Agreement. This Agreement shall be in force from the date of execution and will expire on expiry of the Compulsory Market Making Period or as and when agreed between parties after serving the notice of termination.

14. SEVERAL OBLIGATIONS

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

15. MISCELLANEOUS

The Agreement shall be binding on and enure to the benefit of the Parties hereto and their respective successors. The Market Maker shall not assign or transfer any of its respective rights or obligations under this Agreement or purport to do so without the consent of the Book Running Lead manager and Issuer Company. The Book Running

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Lead manager shall not assign or transfer any of their respective rights or obligations under this Agreement or purport to do so without the consent of the Market Maker and Issuer Company.

16. **GOVERNING LAW AND JURISDICTION**

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

P. D. Siyani

K.S. Patel

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17. **ARBITRATION**

If any dispute, difference or claim arises between the Parties (the **"Disputing Parties"**) hereto in connection with the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within fifteen business days after a written request by any Disputing Party to commence discussions (or such longer period as the Disputing Parties may agree in writing) then the dispute shall be referred for final resolution to a sole arbitrator. The arbitrator shall be appointed by agreement between the Disputing Parties within 10 business days after a written notice served by any of them proposing a named arbitrator, or, if there is no such agreement, the disputes will be referred to four arbitrators (one to be appointed by the Market Maker, one to be appointed by the Book Running Lead manager, one to be appointed by the Issuer Company and the fourth to be appointed by the three arbitrators so appointed). All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in Ahmedabad, Gujarat, India.

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

18. **AMENDMENT**

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

19 **SEVERABILITY**

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

20. **COUNTERPARTS**

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

21. **CUMULATIVE REMEDIES**

The rights and remedies of each of the parties and each indemnified person under Sections 8 and 9 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

22. **ILLEGALITY**

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

23. **ASSIGNMENT**

No Party shall assign any of its rights under this Agreement without the consent of the Party against whom the right operates. No provision of this Agreement may be varied without the consent of the Book Running Lead manager.

The undersigned hereby certifies and consents to act as Book Running Lead manager and Market Maker to the aforesaid Offering and to their name being inserted as Book Running Lead manager and Market Maker in Draft Red Herring Prospectus/ Red herring Prospectus/ Prospectus which the Issuer Company intends to Offer in respect of the proposed Offering and hereby authorize the Issuer Company to deliver this Agreement to SEBI, ROC and the SME Platform of BSE -

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JJ IPO ADVISORS PRIVATE LIMITED CIN U67190GJ1998 PTC033649

FOR, MNM STOCK BROKING PVT. LTD. DIRECTOR/AUTHORISED SIGNATORY

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

SIGNED, SEALED and DELIVERED, for and on behalf of **DEVSON CATALYST LIMITED**	SIGNED, SEALED and DELIVERED, for and on behalf of **JJ IPO ADVISORS PRIVATE LIMITED**	SIGNED, SEALED and DELIVERED, for and on behalf of **MNM Stock Broking Private Limited**
		FOR, MNM STOCK BROKING PVT. LTD. DIRECTOR/AUTHORISED SIGNATORY
Patel Savan Prahladbhai	**Name: Jeevan Jagetiya**	**Name: Nilesh Modi**
Title: Managing Director	**Title: Director**	**Title: Director**
DIN: 07346200	**DIN: 00050429**	**DIN: 06860485**

Pratapbhai Devjibhai Siyania	**Prahladbhai Devjibhai Shiyaniya**	**Patel Savan Prahladbhai**	**Patel Krishna Savanbhai**	**Gayatriben Patel**	**Shiyania Gitaben P**
Promoter Selling Shareholder	**Promoter Selling Shareholder**	**Promoter Selling Shareholder**	**Promoter Selling Shareholder**	**Promoter Group Selling Shareholder**	**Promoter Group Selling Shareholder**

Witness

Name: Kumari Upen H.	**Name:** Sudesh Joshi
Address: Plot-64A, Kunal Park New 80 feet Road Wadhwan Gujarat	**Address:** D-301 Simandhar status Near Krisha Hospital, Akhbar Nagar Nava Wadaj
Signature	**Signature**

FOR, MNM STOCK BROKING PVT. LTD.
DIRECTOR/AUTHORISED SIGNATORY

SCHEDULE A

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

- The Issuer Company shall pay to the Market Maker, a Market Making fees of Rs. 4,00,000/- Per annum. (Rupees Four Lakh only) for the Compulsory Market Making Period (i.e. 3 years) fully payable in advance.
- In case of any extension in Compulsory market making period due to change in rules and regulations, The Issuer Company shall pay Market Making fees such extended period as agreed above.
- In case the Issuer Company decides to change the market maker before the completion of the Compulsory Market making period than market maker shall be entitled to the entire fees for 3 years as mentioned above and shall not be liable to make any refund to the Issuer Company of any part of the fees, for the remaining period.
- All applicable taxes will be additional and would be borne by the Issuer Company.
- The total cost to the Issuer Company for Market Making shall not exceed the amount as stated above plus applicable taxes.
- The above-mentioned fees or terms would be changed and modified, subject to mutual written consent of all the Parties on any day after the date of signing this Agreement.

SIGNED, SEALED and DELIVERED, for and on behalf of **DEVSON CATALYST LIMITED**	SIGNED, SEALED and DELIVERED, for and on behalf of **JJ IPO ADVISORS PRIVATE LIMITED**	SIGNED, SEALED and DELIVERED, for and on behalf of **MNM Stock Broking Private Limited**
		FOR, MNM STOCK BROKING PVT. LTD. DIRECTOR/AUTHORISED SIGNATORY
Name: Savanbhai Prahladbhai Patel	**Name: Jeevan Jagetiya**	**Name: Nilesh Modi**
Title: Managing Director	**Title: Director**	**Title: Director**
DIN: 07346200	**DIN: 00050429**	**DIN: 06860485**

Pratapbhai Devjibhai Siyania	**Prahladbhai Devjibhai Shiyaniya**	**Patel Savan Prahladbhai**	**Patel Krishna Savanbhai**	**Gayatriben Patel**	**Shiyania Gitaben P**
Promoter Selling Shareholder	**Promoter Selling Shareholder**	**Promoter Selling Shareholder**	**Promoter Selling Shareholder**	**Promoter Group Selling Shareholder**	**Promoter Group Selling Shareholder**

Witness

Name: Kamani Prem H.	**Name:** Sudesh Joshi
Address: Plot No. 64A, Idonta Park New 80 feet Road Wadhwan, Gujarat	**Address:** D-301 Simandhar Status Near Krisha Hospital, Akhbar nagar Nava Wadaj
Signature	**Signature**

FOR, MNM STOCK BROKING PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY