

सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL77919490616884W  
Certificate Issued Date : 24-Apr-2024 10:56 AM  
Account Reference : IMPACC (IV)/ dl1103903/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL110390314150872367752W  
Purchased by : FINELISTINGS TECHNOLOGIES LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : FINELISTINGS TECHNOLOGIES LIMITED  
Second Party : FEDEX SECURITIES PRIVATE LIMITED  
Stamp Duty Paid By : FINELISTINGS TECHNOLOGIES LIMITED  
Stamp Duty Amount(Rs.) : 300  
(Three Hundred only)



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## ADDENDUM TO MARKET MAKING AGREEMENT

This Addendum to Market Making Agreement ("Addendum") is made and entered into as of April 24, 2024, by and among

BETWEEN

**FINELISTINGS TECHNOLOGIES LIMITED**, its registered office at G-07, Ground Floor, Ambience Mall, Nelson Mandela Road, Vasant Kunj, South West Delhi, New Delhi - 110070, India, hereinafter called "FTL or Issuer Company"

AND

**FEDEX SECURITIES PRIVATE LIMITED**, having its registered office at B 7, 3rd Floor, Jay Chambers, Dayaldas Road, Vile Parle - [East], Mumbai - 400 057, Maharashtra, India, hereinafter called "FEDEX or Lead Manager".

AND

**RIKHAV SECURITIES LIMITED**, having its registered office at Office No. 922-A, 9th Floor, P.J.Tower, Dalal Street, Mumbai Maharashtra - 400001, India, hereinafter called "RSL or Market Maker"

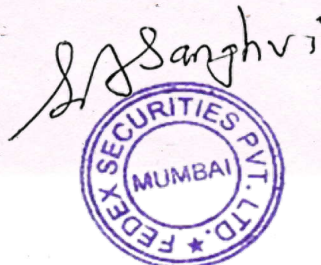
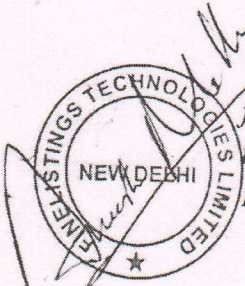
Whereas, FTL and RSL are parties to the Market Making Agreement dated January 15, 2024 (the "Market Making Agreement"), pursuant to which RSL has agreed to act as a market maker for FTL.

Whereas, the parties desire to amend the Market Making Agreement as set forth herein.

Now, therefore, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, which are hereby acknowledged, the parties hereto agree as follows:

- Clause A of the Market Making Agreement is hereby amended by deleting "*The Issuer proposes an Initial Public Issue of upto 10,99,200 Equity Shares having face value of Rs. 10/- each (the "Issue Shares") in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended, (as defined herein) and applicable Indian securities laws for cash at a price which mentioned in the Prospectus per Equity Share (including a share premium.as mentioned in the Prospectus per Equity Share) ("Issue Price") (herein after referred to as "the Fresh Issue")* and replacing it with

*"The Issuer proposes an Initial Public Issue of upto 11,00,000 Equity Shares having face value of Rs. 10/- each (the "Issue Shares") in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended, (as defined herein) and applicable Indian securities laws for cash at a price which mentioned in the Prospectus per Equity*

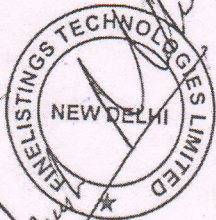


Share (including a share premium.as mentioned in the Prospectus per Equity Share) (“Issue Price”) (herein after referred to as “the Fresh Issue”)

- Clause B of the Market Making Agreement is hereby amended by deleting “ The issue comprises of upto 10,99,200 Equity Shares of face value of ₹ 10/- each (“Equity Shares”) of FINELISTINGS Technologies Limited (or “The Issuer Company”) for cash at a price as mentioned in the Prospectus per equity share (including a share premium of as mentioned in prospectus per equity share) (“Issue Price”) (“The Issue”), of which upto 57,600 Equity Shares of face value of ` 10/- each for a cash price of ` as mentioned in the Prospectus per Equity Share, aggregating to as mentioned in prospectus Lakhs will be reserved for subscription by Market Maker (“Market Maker reservation portion”) and The issue less the Market Maker reservation portion i.e., upto 10,41,600 equity shares of face value of ₹ 10/- each at an issue price Of as mentioned in prospectus per equity share aggregating to as mentioned in prospectus lakhs (is hereinafter referred to as the “Net Issue”). The issue and the Net Issue will constitute 30.24 % and 28.65 %, respectively of the post issue paid up equity share capital of our company. The issue will include issue within India, to institutional, non-institutional and retail investors” and by replacing it with

*The issue comprises of upto 11,00,000 Equity Shares of face value of ₹ 10/- each (“Equity Shares”) of FINELISTINGS Technologies Limited (or “The Issuer Company”) for cash at a price as mentioned in the Prospectus per equity share (including a share premium of as mentioned in prospectus per equity share) (“Issue Price”) (“The Issue”), of which upto 58,000 Equity Shares of face value of ` 10/- each for a cash price of ` as mentioned in the Prospectus per Equity Share, aggregating to as mentioned in prospectus Lakhs will be reserved for subscription by Market Maker (“Market Maker reservation portion”) and The issue less the Market Maker reservation portion i.e., upto 10,42,000 equity shares of face value of ₹ 10/- each at an issue price Of as mentioned in prospectus per equity share aggregating to as mentioned in prospectus lakhs (is hereinafter referred to as the “Net Issue”). The issue and the Net Issue will constitute 30.25 % and 28.66 %, respectively of the post issue paid up equity share capital of our company. The issue will include issue within India, to institutional, non-institutional and retail investors.*

- Clause C of the Market Making Agreement is hereby amended by deleting “ The Equity Shares to be offered for allotment in this Issue comprise a Net Issue to the public of upto 10,41,600 Equity Shares at an Issue Price of Rs as mentioned in prospectus per Equity Share aggregating Rs as mentioned in prospectus Lakhs (the “Net Issue”), and a reserved portion for the Market Maker of upto 57,600 Equity Shares at an Issue Price of Rs as mentioned in the Prospectus per Equity Share including, (the “Market Maker Reservation Portion”) (collectively the “Offer”). The Net Issue to public shall comprise upto 10,41,600 Equity Shares of issue to Retail Individual Investors, Individual Applicants other than Retail Individual Investors and other investors including corporate bodies or institutions irrespective of the number of Equity Shares applied for” and by replacing it with



*S. Sanghvi*

*AU*

The Equity Shares to be offered for allotment in this Issue comprise a **Net Issue** to the public of upto 10,42,000 Equity Shares at an Issue Price of Rs as mentioned in prospectus per Equity Share aggregating Rs as mentioned in prospectus Lakhs (the "**Net Issue**"), and a reserved portion for the Market Maker of upto 58,000 Equity Shares at an Issue Price of Rs as mentioned in the Prospectus per Equity Share including, (the "**Market Maker Reservation Portion**") (collectively the "**Offer**"). The Net Issue to public shall comprise upto 10,42,000 Equity Shares of issue to Retail Individual Investors, Individual Applicants other than Retail Individual Investors and other investors including corporate bodies or institutions irrespective of the number of Equity Shares applied for.

- Clause G of the Market Making Agreement is hereby amended by deleting "RSL, Market Maker to the Issue has agreed to ensure full subscription to its Market Maker Portion of 57,600 Equity Shares in terms of this Market Making Agreement dated January 15, 2024 executed between the Issuer, the Lead Manager and RSL" and replacing it with

*RSL, Market Maker to the Issue has agreed to ensure full subscription to its Market Maker Portion of 58,000 Equity Shares in terms of this Market Making Agreement dated January 15, 2024 executed between the Issuer, the Lead Manager and RSL.*

- Further, in the Definitions section under the definition of "**Market Maker Reservation Portion**" modify and update – "the reserved portion from 57,600 Equity Shares to 58,000 Equity Shares".
- Under the definition of "**Net Issue**" modify and update – "shall mean the Fresh Issue of upto 10,41,600 Equity Shares of the face value of Rs. 10/- each to shall mean the Fresh Issue of upto 10,42,000 Equity Shares of the face value of Rs. 10/- each'.
- Section 2.1 (A) of the Market Making Agreement is hereby amended by deleting "subscribe to 57,600 Equity shares being the market maker reservation portion as specified in the Prospectus, on a firm basis and pay the amounts as are specified in the Prospectus. The Market Maker agrees not to withdraw its application" and replace it with  
*"subscribe to 58,000 Equity shares being the market maker reservation portion as specified in the Prospectus, on a firm basis and pay the amounts as are specified in the Prospectus. The Market Maker agrees not to withdraw its application"*
- Except as specifically amended herein, all of the terms and conditions contained in the Market Making Agreement shall remain in full force and effect.

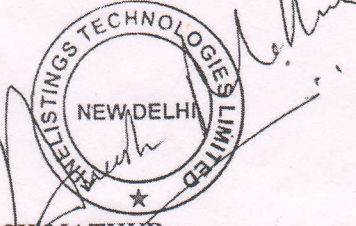
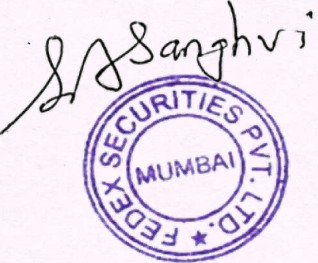

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument.



- The Market Making Agreement shall stand modified to the extent stated in this Amendment Agreement only with effect from the date of this Amendment Agreement. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Market Making Agreement shall remain unchanged and shall continue in full force and shall continue to bind the Parties hereof and be enforceable between the Parties hereof, for the term and duration contemplated therein, in accordance with the terms thereof
- In the event of conflict between the provisions of the Market Making Agreement and this Amendment Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail
- Each Party represents that it has the power and authority and is competent to enter into and perform this Amendment Agreement and this Amendment Agreement constitutes a valid and legally binding instrument, enforceable against it in accordance with its terms.
- If any provision or any portion of a provision of this Amendment Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties shall use their best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.
- The Parties hereby agree that the above mentioned changes of the Market Making Agreement, shall apply to this Amendment Agreement mutatis mutandis.
- No modification, additions, variation, novation, agreed cancellation, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of the Parties



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

<p><b>FINELISTINGS TECHNOLOGIES LIMITED</b> (Formerly Known as FINELISTINGS Technologies Private Limited)</p>  <p><b>ANEESH MATHUR</b> Executive Director &amp; Chief Executive Officer DIN: 08094712</p>	<p><b>Fedex Securities Private Limited</b></p>  <p><b>Authorized Signatory</b> <b>Saipan Sanghvi</b> AVP</p>	<p><b>Rikhav Securities Limited</b></p>  <p><b>Authorized Signatory</b> <b>Hitesh Lakhani</b> Director DIN: 01457990</p>
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