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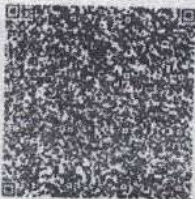
सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Gujarat  
Certificate of Stamp Duty

Certificate No. : IN-GJ00763619064848X  
Certificate Issued Date : 22-Apr-2025 05:47 PM  
Account Reference : CSCACC (GV)/ gjcsceg07/ GJ-BAAJA0336/ GJ-BA  
Unique Doc. Reference : SUBIN-GJGJCSCEG0711048073226603X  
Purchased by : HARPALSINH YADAV  
Description of Document : Article 5(h) Agreement (not otherwise provided for)  
Description : OFFER AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : 3B FILMS LIMITED  
Second Party : AXIS BANK LTD AND OTHERS  
Stamp Duty Paid By : 3B FILMS LIMITED  
Stamp Duty Amount(Rs.) : 600  
(Six Hundred only)



*Handwritten signatures and initials*



*Handwritten signatures and initials*



GG 0001324707

## 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.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



**CASH ESCROW AND SPONSOR BANKER TO THE OFFER AGREEMENT**

**DATED THIS 22<sup>nd</sup> DAY OF APRIL 2025**

**BETWEEN**

**3B FILMS LIMITED  
(THE ISSUER COMPANY)**

**AND**

**SELLING SHAREHOLDERS  
(As Per Annexure A)**

**AND**

**AXIS BANK LIMITED.  
(BANKER TO THE OFFER)**

**AND**

**NIRBHAY CAPITAL SERVICES PRIVATE LIMITED  
(LEAD MANAGER TO THE OFFER)**

**AND**

**MAASHITLA SECURITIES PRIVATE LIMITED  
(REGISTRAR TO THE OFFER)**



THIS BANKER TO THE OFFER AGREEMENT ("AGREEMENT") IS ENTERED INTO AT VADODARA, GUJARAT ON THIS 22<sup>nd</sup> APRIL 2025 INTO BY AND AMONGST:

BY AND AMONGST:

- A) **3B FILMS LIMITED** (CIN: U25200GJ2014PLC080685), a Company incorporated under the Companies Act, 2013 and having its registered office at SF 220, Pancham Icon, Besides D-Mart, Vasna Road, Vadodara, Gujarat, India, 390007, represented by Mr. Ashokbhai Dhanjibhai Babariya (DIN: 03363509), (hereinafter referred to as "**The Company**" or **The Issuer Company**" or "**3B FILMS**"), 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

- B) **PROMOTER SELLING SHAREHOLDERS** as set out in 'Annexure A' of this Agreement (hereinafter referred to as "**Selling Shareholder**" or "**Selling Shareholders**" or "**SS**"), 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

- C) **AXIS BANK LIMITED**, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Trishul 3<sup>rd</sup> floor Opp. Samartheshwar Temple Law Garden Ellisbridge Ahmedabad, Gujarat, India, 380006. represented by **Mr. Himanshu Jain** (PAN: ADYPJ2983N), (hereinafter referred to as "**AXIS**" or "**Banker to the Offer/ Sponsor bank/ Public Offer Account Bank/Refund Bank**") 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**;

AND

- D) **NIRBHAY CAPITAL SERVICES PRIVATE LIMITED** (CIN: U67120GJ2006PTC047985), a Company incorporated under the Companies Act, 1956 and having its Registered Office at 201, Maruti Crystal, Opp. Rajpath Club, S.G. Highway, Bodakdev, Ahmedabad-380054, Gujarat, India (hereinafter referred to as "**NIRBHAY**" and " or "**Lead Manger**" or "**NCSPL**" or "**Underwriter**" or "**LM**", represented by **Mr. Bharat Shah** (DIN: 00587810) 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 **FOURTH PART**.

AND

- E) **MAASHITLA SECURITIES PRIVATE LIMITED** (CIN: U67100DL2010PTC208725) a Company incorporated under the Companies Act, 1956 and having its Registered Office at 451, Krishna Apra Business Square, Netaji Subhash Place, Pitampura, New Delhi - 110034, India, (hereinafter referred to as "**Registrar to the Offer**" or "**MSPL**" or "**RTA**", represented by **Mr. Mukul Agrawal** (DIN: 03532454) 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 **FIFTH PART**;

In this Agreement:

- **3B FILMS LIMITED** is referred to as the "**The Company**" or "**Issuer**" or "**3B FILMS**"



*Handwritten signatures: Ashokbhai Dhanjibhai Babariya, Himanshu Jain, Bharat Shah.*



*Handwritten signature: Himanshu Jain.*

*Handwritten signature: Himanshu Jain.*





- **SELLING SHAREHOLDERS** as set out in 'Annexure A' of this Agreement is referred to as the "Selling Shareholder" or "Selling Shareholders" or "SS"
- **NIRBHAY CAPITAL SERVICES PRIVATE LIMITED**, a Registered Category-1 Merchant Banker having Registration Code – INM000011393 and is hereinafter referred to as the "Lead Manager" to the Offer or "LM" or "NIRBHAY" or "NCSPL"
- **AXIS BANK LIMITED** is referred to as the "Public Offer Bank" or "Refund Bank" or "Sponsor Bank";
- **MAASHITLA SECURITIES PRIVATE LIMITED** is referred to as the "Registrar to the Offer" or "Registrar" or "RTA"; and

(The Company, the LM, the Selling Shareholder, the Public Offer Bank, Sponsor Bank and the Registrar to the Offer are collectively referred to as the "Parties" and individually as a "Party")

**WHEREAS:**

- The Issuer Company proposes to make an Initial public Offer upto 69,70,000 Equity Shares of face value of Rs. 10/- each comprising fresh issue up to 37,70,000 Equity Shares of face value of Rs. 10/- each (the "Fresh Offer") and an offer for sale (the "Offer for Sale"), up to an aggregate of 32,00,000 Equity Shares of face value Rs. 10/- each by SELLING SHAREHOLDERS (the "Selling Shareholder") of the Company (the Offer for Sale together with the Fresh Offer, is hereinafter referred as "the Offer") in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended, (as defined herein) and applicable Indian securities laws at an Offer price Per Equity Share as may be determined by the company and Selling Shareholder in consultation with the Lead manager, as disclosed in offer document. (The "Offer Price").
- The Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933, (the "U.S. Securities Act") or any state securities laws in the United States and may not be offered or sold within the United States or to, or for the account or benefit of, "U.S. persons" (as defined in Regulations under the Securities Act). Further, no offer of securities to the public (as defined under Directive 20003/71/EC, together with any amendments) and implementing measures thereto, (the "Prospectus Directive") has been or will be made in respect of the Draft Prospectus/Prospectus or otherwise, in any member State of the European Economic Area which has implemented the Prospectus Directive except for any such offer made under exemptions available under the Prospectus Directive, provided that no such issue shall result in a requirement to publish or supplement a prospectus pursuant to the Prospectus Directive, in respect of the Draft Prospectus/Prospectus or otherwise in respect of the Equity Shares. The Offer will include Offer (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations, as amended, and (ii) outside India, only to eligible "qualified institutional buyers" as defined in and referred to in the Draft Prospectus/ Prospectus as the "QIBs". Accordingly, the Equity Shares will be issued and sold only outside the United States in compliance with Regulations of the U.S. Securities Act and the applicable laws of the jurisdiction where those issues and sales occur. The Equity Shares are proposed to be offered to the public under Regulation 229(1) of Chapter IX of the SEBI ICDR Regulations, in terms of which the Issue is being made.
- The Offer has been authorized by a resolution of the Company's Board dated June 28, 2024 and by the shareholders' resolution dated July 01, 2024 adopted at the Extra Ordinary General Meeting.
- The Selling Shareholders have intimated the company of its intention to participate in the Offer for sale by contributing its portion of the Offer for Sale through its consent letter dated June 28, 2024 as listed below:



*Handwritten signatures: Anil Kumar, Anil Kumar, Chandra Kumar*



*Handwritten signature: Himanshu*

*Handwritten signature: Jail*





| Sr No. | Name of the Selling Shareholder   | Date of Consent Letter & Board Resolution | No. of Equity Shares Offered         |
|--------|-----------------------------------|-------------------------------------------|--------------------------------------|
| 1      | Mr. Ashokbhai Dhanjibhai Babariya | 28.06.2024                                | Up to 10,70,000 Equity Shares        |
| 2      | Mr. Mukesh Dhanjibhai Babariya    | 28.06.2024                                | Up to 10,65,000 Equity Shares        |
| 3.     | Mrs. Gulabben Nitin Babariya      | 28.06.2024                                | Up to 10,65,000 Equity Shares        |
|        | <b>Total</b>                      |                                           | <b>Up to 32,00,000 Equity Shares</b> |

- E. The Company and Selling Shareholders have approached and appointed the Lead Manager to manage the Offer and the Lead Manager has accepted the engagement in terms of their mandate/ engagement letter. The LM and the Company have executed an Offer Agreement dated August 16, 2024 in connection with the Offer. (the "Offer Agreement").
- F. Pursuant to the SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 (the "2015 Circular"), all Applicants are required to submit their Applications only through the ASBA mechanism. Further, pursuant to the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 (the "2018 Circular"), the Retail Individual Applicant may also participate in this Offer through UPI in the ASBA mechanism. Accordingly, the Company and the Selling Shareholders in consultation with the LM, has agreed to appoint AXIS Bank as the Banker to the Offer, Sponsor Bank and the Refund Bank to deal with the various matters relating to the procurement of Applications from the, receipt of monies, if any, from the Underwriters pursuant to the terms of the Underwriting Agreement, refund of monies to Underwriters or Applicants, as the case may be, and the need to conclude the process of Allotment and listing, consistent with the requirements of the SEBI ICDR Regulations, the Company and Selling Shareholders, in consultation with the LMs, propose to appoint the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Banks, in their respective capacities, on the terms set out in this Agreement, to deal with various matters relating to collection, appropriation and refund of monies in relation to the Offer and certain other matters related thereto including (i) the collection of Application Amounts from Applicants, (ii) the transfer of funds from the Cash Escrow Accounts to the Public Offer Account or the Refund Account, as applicable, (iii) the refund of monies to unsuccessful Applicants or of the Surplus Amount (as defined hereafter) through the Refund Account, (iv) the retention of monies in the Public Offer Account received from all successful Applicants (including ASBA Applicants) in accordance with the Companies Act, (v) the transfer of funds from the Public Offer Account to the account of the Selling Shareholders, (vi) to act as conduit between the Stock Exchanges and the NPCI, to facilitate usage of the UPI Mechanism by UPI Applicants and pushing UPI Mandate Requests; and (vii) the refund of monies to all Applicants within timelines stipulated under Applicable Law, in the event that such refunds are to be made after the transfer of monies to the Public Offer Account and as described in the Draft Prospectus and the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum and in accordance with Applicable Laws.
- G. In furtherance to the above and at the request of the Company and Selling Shareholders, AXIS Bank Limited has agreed to act as a Banker to the Offer, in order to enable the completion of the Offer, and has also agreed to act as the Refund Banker in accordance with the process specified in the Draft Prospectus and the Prospectus and subject to the terms and conditions of this Agreement;
- H. The Sponsor Bank shall act as a conduit between the stock exchange and National Payments Corporation of India ("NPCI") for the ASBA Applicants with UPI ID in order to push the mandate collect requests and / or payment instructions of the Retail Individual Applicants into the UPI.
- I. The Company has approached and appointed Maashitla Securities Private Limited, as the Registrar to the Offer.





- J. The Company has filed the Draft Prospectus dated **November 12, 2024** with the SME Platform of BSE (the "BSE SME").
- K. The Company has obtained in - principle approval from the BSE dated February 28, 2025 (the "BSE SME").
- L. The duties, responsibilities and liabilities of the Banker to the Offer mentioned in this Agreement shall be limited to the operation of Account(s) opened and maintained by the bank in such capacity in accordance with this Agreement, the Draft Prospectus/ Prospectus/Abridged Prospectus and the SEBI (Bankers to an Issue) Regulations, 1994, as amended from time to time ("SEBI Banker Regulations").
- M. Accordingly, in order to enable the collection, appropriation and refund of monies in relation to the Offer and certain other matters related thereto, the Company in consultation with the Lead Manager have agreed to appoint the Banker to the Offer, the Public Offer Account Banks and the Refund Bank on the terms set out in this Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, EACH OF THE PARTIES HEREBY AGREE AS FOLLOWS:**

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1. Interpretation**

Capitalized terms used in this Agreement and not specifically defined herein shall have the respective meanings assigned to them in the Draft Prospectus / Prospectus filed/to be filed with the Designated Stock Exchange/ RoC. In this Agreement, unless the context otherwise requires:

- (a) words denoting the singular shall include the plural and vice versa
- (b) headings are only for convenience and shall be ignored for the purposes of interpretation;
- (c) references to the word "include" or "including" shall be construed without limitation;
- (d) 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, notated or supplemented;
- (e) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- (f) reference to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
- (g) unless otherwise defined the reference to "days" shall be construed as references to calendar days in the Gregorian calendar
- (h) a reference to a section, paragraph or annexure is, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Agreement; and
- (i) references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (j) References to "Rupees", "₹" and "Rs." are references to the lawful currency of the Republic of India.

all references to "Banker to the Offer" shall also include references to their respective "Correspondent Banks", if such banks have been appointed by Banker to the Offer and all references to "Public Offer Accounts" shall include any accounts established by the Correspondent Banks pursuant to such appointment; and





## 1.2. Definitions

All capitalized terms used in this Agreement, including the preamble and the recitals hereto shall, unless the context otherwise requires, have the meanings assigned to such terms below:

**"Affiliates"** shall mean, with respect to any person: (a) any persons that directly or indirectly through one or more intermediaries, control or are controlled by or are under common control with such person; (b) any persons over whom such person has a significant influence or which has significant influence over such person, provided that significant influence over a person is the power to participate in the financial, management and operating policy decisions of the person but is less than control over those policies and that shareholders beneficially holding a minimum of 20% interest in the voting power of the person are presumed to have a significant influence on the person; and (c) any other person which is a holding company, subsidiary or joint venture counterparty of any person in (a) or (b). As used in this definition of Affiliate, the term "control" (including the terms "controlling", "controlled by" or "under common control with") or "influence" means the possession, direct or indirect of the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting shares by contract or otherwise.

**"Agreement"** shall have the meaning assigned to such term in the preamble hereto;

**"Allotted" or "Allotment" or "Allot"** means the issue, and allotment of the Equity Shares pursuant to the Offer;

**"Applicant/ ASBA Applicant"** shall mean any prospective investor who has made an Application in accordance with the Prospectus;

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

**"Application Amount"** shall mean the Offer Price indicated in the Application Form and payable by an Applicant on submission of the Application in the Offer;

**"Application Form"** shall mean the form in terms of which the Applicant shall make an Application to subscribe to the Equity Shares and which will be considered as the application for Allotment of the Equity Shares in terms of the Prospectus;

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

**"Arbitration Act"** shall have the meaning assigned to such term in Clause 15 hereto;

**"Application Supported by Blocked Amount" or "ASBA"** means the application (whether physical or electronic) used by an ASBA Applicant to make an application authorizing an SCSB to block the Application Amount in their specified bank account maintained with an SCSB;

**"ASBA Applicant/ Applicant"** means any Applicant which intends to apply through an ASBA;

**"Banker to the Offer"** means the bank(s) which is/are clearing member(s) and registered with the SEBI as Banker to the Offer with which the Public Offer Accounts have been opened, and shall mean, collectively, the Escrow Collection Bank(s), the Public Offer Account Bank(s), the Sponsor Banks and the Refund Bank(s), in this case being Axis Bank Limited for the purpose of this Offer.

**"Banking Hours"** means in respect of Banker to the Offer, the time during Working Days when scheduled commercial banks are generally open for business at Mumbai, India;





**"Board" or "Board of Directors"** means Board of Directors of Company unless otherwise specified;

**"BSE"** shall mean BSE Limited.

**"BSE SME"** SME Platform of BSE for listing of equity shares offered under Chapter IX of the SEBI ICDR Regulations.

**"Closing Date"** means the date of Allotment of the Equity Shares by the Company;

**"Collection Centres"** means those Centers at which the Designated intermediaries shall accept the ASBA Forms, i.e. Designated SCSB Branches for SCSBs, specified locations for syndicates, broker centers for registered brokers, designated RTA Locations for RTAs and designated CDP locations for CDPs;

**"Companies Act"** shall mean the Companies Act, 2013, to the extent in force, together with the rules and regulations made thereunder, including, without limitation, the Companies (Share Capital and Debentures) Rules, 2014 and the Companies (Prospectus and Allotment of Securities) Rules, 2014 (including any statutory modifications or re-enactment thereof for the time being in force), to the extent applicable;

**"Company"** shall have the meaning assigned to such term in the preamble hereto;

**"Control"** shall have the meaning set forth under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and the terms

**"Controlling" and "Controlled"** shall be construed accordingly;

**"Offer Documents"** means the Draft Prospectus, and Prospectus;

**"Draft Prospectus"** shall mean document prepared in accordance with the SEBI ICDR Regulations, which is filed with SME Platform of Stock Exchange;

**"Designated Date"** means the date on which the funds blocked by the SCSBs are transferred from the ASBA Accounts specified by the ASBA Applicants to the Public Offer Account and / or Refund Account and / or are unblocked, as applicable, in terms of the Prospectus;

**"Designated Stock Exchange"** means the SME Platform of BSE Limited for the purposes of the Offer;

**"Disputing Parties"** shall have the meaning assigned to such term in Clause 15 hereto

**"Equity Shares"** shall have the meaning assigned to such term in the recitals hereto;

**"Eligible NRI"** means a Non-Resident Indian in a jurisdiction outside India where it is not unlawful to make an offer or invitation under the Offer and in relation to whom the Prospectus will constitute an invitation to subscribe to the Equity Shares;

**"Equity Shares"** shall have the meaning assigned to such term in the recitals hereto;

**"FEMA"** means the Foreign Exchange Management Act, 1999, together with the rules and regulations framed there under;

**"FPI"** means a Foreign Portfolio Investor, as defined under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, as registered with SEBI;

**"Group Companies"** means the entities identified as Group Companies in the Draft Prospectus and the Prospectus;



Himanshu

Jon





**"Lead Manager"/"LM"** shall have the meaning assigned to such term in the preamble hereto and in the present case Nirbhay Capital Services Private Limited;

**"Offer"** shall mean the Offer upto 69,70,000 of the Equity shares of the Face Value of Rs. 10/- each proposed to be offered by the Company to the public at such price as may be determined by the Company and Selling Shareholders in consultation with the LM, in accordance with SEBI ICDR Regulations (as defined below) and other applicable Indian laws;

**"Offer/Issue"** shall have the meaning assigned to such term in the recitals hereto;

**"Offer/Issue Closing Date"** shall mean any such date on completion of the application hours after which the Designated Intermediaries/Collection Bankers will not accept any Applications for the Offer, which shall be notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

**"Offer/Issue Opening Date"** shall mean any such date on which the Designated Intermediaries shall start accepting Applications for the Offer, 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.

**"Offer Price/Issue Price"** means the the final price at which the Equity shares will be allotted/transfer in terms of the Prospectus, as determined by our company in consultation with Lead Manager.

**"Offer Agreement"** shall have the meaning assigned to such term in the recitals hereto;

**"Non-Institutional Applicants"** shall means all Applicants other than Retail Individual Applicants and QIBs and who have applied for Equity Shares for an amount more than ₹ 2,00,000 (but not including NRIs other than Eligible NRIs);

**"NRI" or "Non-Resident Indian"** means a person resident outside India, as defined under FEMA, and who is a citizen of India or a Person of Indian Origin and such term as defined under the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017, as amended;

**"Parties" or "Party"** shall have the meaning assigned to such term in the preamble hereto;

**"Permitted Assign"** mean such persons as are specified in Clause 17 hereto;

**"Promoters"** means such persons and entities identified as the Promoters in the Draft Prospectus /Prospectus;

**"Promoter Group"** means such persons and entities identified as the Promoter Group in Draft Prospectus / Prospectus;

**"Prospectus"** shall mean the Prospectus of the Company which will be filed with BSE (BSE SME) / SEBI / ROC and others in accordance with Section 26 & 28 of the Companies Act, 2013 containing, inter alia, the Offer Price, the size of the Offer and certain other information;

**"PUBLIC OFFER ACCOUNT"** means the accounts opened with the AXIS Bank Limited to receive monies from the accounts held with the SCSBs by the Applicant/ ASBA Applicants, in each case on the Designated Date in terms of Section 40 of the Companies Act, 2013;

**"Qualified Institutional Buyers" or "QIBs"** shall have the meaning given to such term under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018;

**"RBI"** means the Reserve Bank of India;





**"Refund Bank"** shall be AXIS Bank Limited pursuant to occurrence of event as mentioned in Clause 3.3.

**"Registrar to the Offer"** shall have the meaning assigned to such term in the preamble hereto;

**"Retail Individual Applicants"** means individual Applicants (including HUFs and NRIs) who have applied for Equity Shares for an amount not more than to ₹ 2,00,000 in the Offer;

**"ROC"** shall mean Registrar of Companies Ahmedabad, Gujarat;

**"ROC Filing"** shall mean the filing of the Prospectus with the ROC and dated in terms of Section 26 & 28 of the Companies Act, 2013;

**"SCSB" or "Self-Certified Syndicate Bank"** means the banks which are registered with SEBI under the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994 and offer services of ASBA, including blocking of bank account, a list of which is available at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes>;

**"SEBI"** shall mean Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992; and;

**"Selling Shareholder"** shall have the meaning assigned to such term in the preamble hereto and Annexure A attached to this agreement;

**"SEBI ICDR Regulations"** means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and any amendments made thereto from time to time;

**"Sponsor Bank"** shall mean AXIS Bank Limited, appointed by the Company in consultation with the Lead Manager as per the 2018 Circular issued by SEBI, to act as conduit between the Designated Stock Exchange and NPCI in order to push the mandate collect requests and / or payment instructions of the retail investors into the UPI;

**"Underwriter"** means the Underwriters to the Offer namely Giriraj Stock Broking Private Limited And Nirbhay Capital Services Private Limited;

**"Underwriting Agreement"** means the agreement entered into amongst the Underwriters, Lead Manager and the Company;

**"UPI"** shall mean the instant payment system developed by the NPCI, which allows instant transfer of money between any two persons' bank accounts using a payment address which uniquely identifies a person's bank account;

**"UPI ID"** shall mean the ID created on Unified Payment Interface (UPI) for single-window mobile payment system developed by the National Payments Corporation of India (NPCI);

**"U.S. Securities Act"** shall have the meaning assigned to such term in the recitals hereto;

**"Working Day"** shall have the meaning ascribed under Regulation 2(1)(mmm) of SEBI ICDR Regulations;

The Parties acknowledge and agree that the recitals and preamble to this Agreement as well as the Annexures and the Schedule attached hereto form an integral part of this Agreement.

1.4. The rights and obligations of each of the Parties, except for as specified otherwise, under this Agreement shall be several, and not joint, and none of the Parties shall be responsible for any acts or omissions of any other Party.





2. **ESCROW COLLECTION BANK AND CASH ESCROW ACCOUNTS, REFUND BANK AND REFUND ACCOUNT, PUBLIC OFFER ACCOUNT, BANK AND PUBLIC OFFER ACCOUNT AND SPONSOR BANKS**

2.1. At the request of the Company, the Selling Shareholder and the Lead Manager, Axis Bank Limited hereby agrees to act as an escrow collection bank, a Public Offer Account bank, a refund bank and the sponsor bank, in relation to the Offer, in order to enable the completion of the Offer in accordance with the process described in the Draft Prospectus/Prospectus, this Agreement, the SEBI ICDR Regulations and any other Applicable Laws. The Escrow Collection Bank shall be responsible and liable for the operation and maintenance of the Cash Escrow Accounts; The Public Offer Account Bank shall be responsible and liable for the operation and maintenance of the Public Offer Account, and the Refund Bank shall be responsible and liable for the operation and maintenance of the Refund Account; the Sponsor Banks shall be responsible to act as a conduit between the Stock Exchanges and the NPCI, in order to send the mandate collect request and/or payment instructions of the UPI Bidders into the UPI, in accordance with the process described in the Prospectus, this Agreement, the instructions issued under this Agreement, the SEBI ICDR Regulations and any other Applicable Laws. Notwithstanding the above, if the Sponsor Bank is unable to facilitate the UPI Mandate requests and/or payment instructions from the UPI Bidders into the UPI for any of the Stock Exchanges for any technical reason, the other Sponsor Banks will facilitate the handling of UPI Mandate requests with the Stock Exchanges in accordance with this Agreement (including instructions issued under this Agreement), the Prospectus. The Sponsor Banks agree that in terms of the November 2018 Circular, UPI Applicant may place their Application in the Offer using the UPI Mechanism. The Bankers to the Offer, in their respective capacities, shall also perform all the duties and obligations in accordance with this Agreement, the Offer Documents, SEBI ICDR Regulations and other Applicable Laws.

The Banker to the Offer hereby agree to act as such and to perform such function/duties and provide such services that a banker to an Offer and sponsor bank are generally expected to provide and it being clearly understood that such functions/duties and services shall always be deemed to include any incidental or ancillary functions/duties and services and any other functions/duties and services which a banker to an Offer and sponsor bank are generally expected to fulfil or perform, in order to enable the completion of the Offer in accordance with the processes specified in the Prospectus, 2018 Circular, applicable SEBI regulations. The duties, responsibilities and liabilities of the Banker to the Offer and Sponsor Bank mentioned in this Agreement shall be related to the operation of the respective account opened and maintained for the Offer which shall be in accordance with this Agreement, the SEBI regulations and other applicable laws and regulations. Provided that no provision of this Agreement will constitute any obligation on the part of the Banker to the Offer and Sponsor Bank to comply with the applicable instructions prescribed under the SEBI ICDR Regulations in relation to any application money blocked under the ASBA process.

2.2. Simultaneously with the execution of this Agreement, the Banker to the Offer and Sponsor Bank shall establish one or more "no-lien accounts", save for as mentioned under this agreement (the "PUBLIC OFFER ACCOUNT") for transfer of funds from the SCSBs to the PUBLIC OFFER ACCOUNT.

2.3. The Accounts shall be specified as follows:

Simultaneously with the execution of this Agreement: (i) Public Offer Account Bank shall also establish 'no-lien' and 'non-interest bearing' Public Offer Account with itself, which shall be a current account established by the Company to receive monies from the Cash Escrow Accounts and the ASBA Accounts on the Designated Date.

The Public Offer Account shall be designated as the "3B FILMS LIMITED - PUBLIC OFFER ACCOUNT"; and

(ii) The Refund Bank shall establish 'no-lien and non-interest bearing refund account' with itself, designated as the "3B FILMS LIMITED - REFUND ACCOUNT";





- 2.4. The Company and Selling Shareholder shall execute all documents and provide further information as may be required by the Banker to the Offer and Sponsor Bank for the establishment of the above Mentioned Public Offer Account(s).

The monies lying to the credit of the Escrow Accounts and the Refund Account shall be held by the Banker to the Offer and Sponsor Bank, as the case may be, solely for the benefit of the beneficiaries, determined in accordance with the terms of this Agreement. The Banker to the Offer and Sponsor Bank, as the case may be, shall neither have any lien, encumbrance or any other right on the amounts standing to the credit of the Escrow Accounts and/or the Refund Account nor have any right to set off, against such amount, any other amount claimed by the Banker to the Offer and Sponsor Bank against any person, save for as provided under this agreement Banker to the Offer for rendering services as agreed under this Agreement or for any other reason whatsoever.

- 2.5. The operation of the Public Offer Account by the Banks shall be strictly in accordance with the terms of this Agreement and applicable laws and regulations. The Public Offer Account shall not have cheque drawing facilities and deposits into and withdrawals and transfers from such accounts shall be made strictly in accordance with the provisions of Clause 3 of this Agreement.
- 2.6. The Banker to the Offer and Sponsor Bank hereby agree, confirm and declare that they do not have (and will not have) any beneficial interest in the amounts lying to the credit of the Public Offer Account, and that such amounts shall be applied in accordance with the provisions of this Agreement, Prospectus, SEBI ICDR Regulations, Companies Act, 2013 and any instructions issued in terms thereof.
- 2.7. The Banker to the Offer and Sponsor Bank shall comply with all the terms and conditions of this Agreement and all directives or instructions issued by SEBI or any other regulatory authority, the Company, the Lead Manager and the Registrar to the Offer, in connection with its responsibilities under this Agreement.
- 2.8. The Escrow Collection Bank and Sponsor Bank agrees and acknowledges that, in terms of the SEBI ICDR Regulations, ASBA is mandatory for all investors participating in the Offer. The Banker to the Offer and Sponsor Bank confirms that it shall not accept any ASBA Form relating to any ASBA Applicant from the Designated Intermediaries, except in the its capacity as an SCSB. The Escrow Collection Bank shall strictly follow the instructions of the LM and the Registrar in this regard.

### 3. OPERATION OF THE PUBLIC OFFER ACCOUNT AND REFUND ACCOUNT

#### 3.1. Deposits into the PUBLIC OFFER ACCOUNT

- 3.1.1. Application Amounts pursuant to the Offer shall be deposited by the SCSBs and Sponsor Banks into the Public Offer Account (s) upon approval of Basis of Allotment by the Designated Stock Exchange;
- 3.1.2. The deposits in to the Account should be made "3B FILMS LIMITED - PUBLIC OFFER ACCOUNT";

Further the refund banker is also required to open the refund account in the name of "3B FILMS LIMITED - REFUND ACCOUNT"; post getting intimation from the Lead Manager for the purpose of refunding the amount from the PUBLIC OFFER ACCOUNT in case of event other than failure of Offer as mentioned in the clause 3.

#### Withdrawals and / or Application of amounts credited to Public Offer Account

The withdrawals and application of amounts credited to the Public Offer Account shall be appropriated or refunded, as the case may be, on the occurrence of certain events and in the manner more particularly described herein below:



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### 3.3. Failure of the Offer

3.3.1. The Offer shall be deemed to have failed in the event of the occurrence of any of the following events:

- (i) the Company fails to open the Offer as per the timelines prescribed by SEBI;
- (ii) the Offer becoming illegal or being enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Offer;
- (iii) the declaration of the intention of the Company to withdraw and/or cancel the Offer at any time after the Offer Opening Date and before the Designated Date;
- (iv) failure to enter into the Underwriting Agreement or the Underwriting Agreement being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or regulatory authority having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Offer Account in accordance with the terms of Clause 3 of this Agreement;
- (v) non-receipt of minimum 100% subscription for the Offer upon fulfilment of the underwriting obligation of the Underwriter; and
- (vi) The ROC filing not having occurred within the timelines as prescribed under 2018 Circular read with SEBI ICDR Regulations.

3.3.2. The Lead Manager shall, on the receipt of the relevant information from the Company regarding such an event, intimate in writing to the Banker to the Offer, Sponsor Bank, Refund Bank, and the Registrar to the Offer (specified in **Annexure G** hereto) of the occurrence of any event specified in Clause 3.3.1 of this Agreement and to unblock the account of Applicants and send the Applications to the Registrar to the Offer for their further action.

3.3.3. The Banker to the Offer and Sponsor Bank shall be discharged of all their legal obligations under this Agreement only if they have acted bona fide and in good faith and in accordance with the terms of this Agreement, applicable SEBI ICDR Regulations and any applicable law or regulation.

3.3.4. In the event, the Company fails to list its Equity Shares in the manner and timelines described in the Prospectus, the Lead Manager shall intimate the Public Offer Bank after such intimation shall transfer the funds from Public Offer Account to Refund Account as per the written instruction (specified in **Annexure H**) from the Lead Manager and the Registrar to the Offer for further payment to the beneficiary Applicants.

3.3.5. If the Issuer fails to make application to the Designated Stock Exchange or obtain permission for listing of the Equity Shares, in accordance with the provisions of Section 40 of the Companies Act, 2013 read with applicable provisions of SEBI ICDR Regulations, the Issuer may be imposed with such penalty as prescribed under Companies Act, 2013, SEBI ICDR Regulations and other applicable laws.

### 3.4. Completion of the Offer

3.4.1. The Lead Manager shall, only after the Company files the Prospectus with the Designated Stock Exchange, intimate in writing in the prescribed form (specified in **Annexure A1** hereto), the Offer Opening Date and Offer Closing Date to the Banker to the Offer, Sponsor Bank and the Registrar to the offer at least two (2) Working Days prior to such Offer Opening Date. In case the Offer is extended by the Company, the Lead Manager shall communicate such extension and new Offer Closing Date, before the original Offer Closing Date.



*Chet Babbar*  
*Aditi*  
*Ba Babbar*



*Himanshu*

*Jain*





- 3.4.2. The Registrar to the Offer, shall, on or prior to the Designated Date, in writing in the prescribed form (specified in **Annexure B1** hereto), intimate to the SCSBs and Sponsor Bank, the Designated Date and provide the SCSBs and the Sponsor Bank with the written details of the amounts that are to be transferred, in each case, to the Public Offer Account. The amounts to be transferred to the Public Offer Account by the SCSBs and Sponsor Bank represent Applications that have received confirmed allocation in respect of the Equity Shares in the Offer.
- 3.4.3. Upon approval of Basis of Allotment, Registrar to the Offer will share the debit file with Sponsor bank (through Designated Stock exchange) and SCSBs, as applicable, for credit of funds in the Public Offer Account and unblocking of excess funds in the RIIs account. The Sponsor Bank based on the mandate approved by the RII at the time of blocking of funds, will raise the debit / collect request from RIIs bank account, whereupon the funds will be transferred from RIIs account to Public Offer Account and remaining funds, if any, will be unblocked without any manual intervention by RII or his / her bank.
- 3.4.4. The Registrar to the Offer shall be solely responsible to prepare funds transfer schedule based on approved Basis of Allotment and for monies to be credited by the SCSBs and Sponsor Bank into the Public Offer Account.
- 3.4.5. Provided, however, that notwithstanding anything stated in this Agreement, the Company and the Selling Shareholder hereby agrees that it shall take all necessary actions to ensure that the amount representing the fees of Lead Managers in terms of the Engagement Letter and the Offer Agreement and Registrar to the Offer, and other intermediary fees, if any, payable by the Company (as applicable and as specified in writing in the prescribed form (specified in **Annexure A2**) shall be paid immediately upon receipt of listing and trading approvals in respect of the Offer from the Public Offer Account, upon instructions of the LM.
- 3.4.6. In respect of the amounts lying to the credit of the Public Offer Account, the following specific provisions shall be applicable:
- The Company and Selling Shareholder agrees that it will retain an amount upto the outstanding fees towards the Lead Manager, Registrar to the Offer, and other intermediary fees, if any, payable by the Company (as applicable) in the Public Offer Account until a copy of the instructions as per **Annexure A2** is delivered to the Banker(s) to the Offer.
  - The Lead Manager shall, following the receipt of the listing and trading approvals, provide the Banker to Offer and Sponsor Bank, in the prescribed form (specified in **Annexure A2** hereto), instructions stating the details of the payment towards the amount representing the fees of Lead Manager, Registrar to the Offer, and other intermediary fees, if any, payable by the Company to various intermediaries (as applicable).
  - The instructions in form of **Annexure A2** issued by the Lead Manager shall be binding on the Banker to Offer and Sponsor Bank irrespective of any contrary claim or instructions from any party including the Company. This provision is an irrevocable instruction from the LM to the Banker(s) to Offer to debit the Public Offer Account as per the details contained in **Annexure A2**.
  - The Company & Selling Shareholder through Lead Manager shall have the right, subject to listing and trading approvals and subject to the Banker to the Offer and Sponsor Bank receiving a 'No Objection Certificate' as specified in **Annexure A3** from the Lead Manager to give specific instructions as per **Annexure B2** to the Banker to the Offer and Sponsor Bank to make payment fully or partially, in one or more tranches, to any other parties prior to and/or instead of release of funds to the Selling Shareholder from the Public Offer Account. The instructions in form of **Annexure B2** issued by the LM shall be binding on the Banker.



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 M. B. S. B.  
 A. B. S. B.  
 C. B. S. B.



*Handwritten signature:* Himanshu

*Handwritten signature:* Jain





to the Offer and Sponsor Bank irrespective of any contrary claim or instructions from any party. The amount in **Annexure B2** will not exceed the amount in the Public Offer Account after keeping aside the amount mentioned in **Annexure A2**. This provision is an irrevocable instruction from the LM to the Banker to the Offer to debit the Public Offer Account as per the details contained in **Annexure B2**. The written instructions as per **Annexure B2** shall be valid instructions if signed by the persons named in **Annexure F1** and whose specimen signatures are contained herein. Banker to the Offer and Sponsor Bank shall not accept any instructions for release of funds from Public Offer Account to any other account until they receive a No Objection Certificate in the prescribed format (specified in **Annexure A3**) from the Lead Manager and a copy of the listing and trading approvals from the Designated Stock Exchange.

- (v) This provision is an irrevocable instruction from the Company to the Banker to the Offer and Sponsor Bank to not accept any instructions from them until it receives a 'No Objection Certificate' specified in **Annexure A3** from the Lead Manager.
- (vi) The written instructions as per **Annexure A2** and **Annexure A3** shall be valid instructions if signed by the persons named in **Annexure F1** and whose specimen signatures are contained herein.
- (vii) Following the payment of all amounts as specified in **Annexure A2** and **Annexure B2**, the company and the Selling Shareholder shall have full recourse to any balance amounts remaining in the **Public Offer Account**.

### 3.5. Closure of the Public Offer Account

Banker to the Offer upon written instructions from the Company as mentioned in **Annexure I** shall take the steps necessary to ensure closure of the Public Offer Account promptly after all monies in the Public Offer Account are transferred in accordance with the terms of this Agreement.

### 3.6. Closure of the Refund Account

AXIS Bank Limited shall take the steps necessary to ensure closure of the Public Offer Account after receiving the written instruction from Company as mentioned in **Annexure I**.

## 4. DUTIES OF THE REGISTRAR

The Parties hereto agree that the duties and responsibilities of the Registrar to the Offer shall include, without limitation, the following:

- 4.1. The Registrar to the Offer shall at all times carry out its obligations hereunder diligently and in good faith.
- 4.2. The Registrar to the Offer shall comply with the provisions of the 2018 Circular.
- 4.3. The Registrar to the Offer shall maintain accurately at all times the physical and electronic records relating to the Applications received from the intermediaries and the SCSBs, as the case may be, including, without limitation, the following:
  - i. particulars relating to the allocation and Allotment of the Equity Shares for the Offer;
  - ii. Particulars relating to the monies to be transferred to the Public Offer Account in accordance with the terms of this Agreement, Prospectus, the SEBI ICDR Regulations and the Companies Act; cancelled/spoilt stationery;
  - iv. The Applications received from the Intermediaries and the SCSBs and all information incidentals thereto in respect of the Offer and the Application Amount and tally the details mentioned in the Application with the schedule provided by the SCSBs. For the avoidance of doubt, if there is any discrepancy in the amount paid as per the Application Form(s) and the

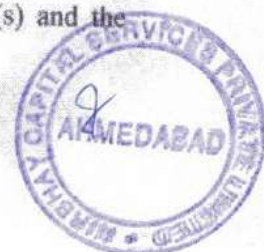


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corresponding entry (ies) in the bank schedule(s), the amount as per the bank schedule(s) will be considered as final for the purpose of processing and the Banker to the Offer shall be responsible for any claims, actions, losses, demands or damages that may arise in this regard.

- 4.4. The Registrar to the Offer shall provide in a timely manner, including as required under the SEBI ICDR Regulations, all accurate information to be provided by it under this Agreement, to ensure approval of the Basis of Allotment by the Designated Stock Exchange, proper Allotment of the Equity Shares, including providing the Banker to the Offer with the details of the monies and extending all support in obtaining the final trading and listing approval of the Equity Shares within two (2) Working Days from the Offer Closing Date.
- 4.5. Upon approval of Basis of Allotment, Registrar to the Offer shall share the debit file with Sponsor Bank (through Designated Stock Exchange) and SCSBs, as applicable, for credit of funds in the Public Offer Account and unblocking of excess funds in the RIIs account. The Sponsor Bank based on the mandate approved by the RII at the time of blocking of funds, will raise the debit / collect request from RIIs bank account, whereupon the funds will be transferred from RIIs account to Public Offer Account and remaining funds, if any, will be unblocked without any manual intervention by RII or his / her bank.
- 4.6. The Registrar to the Offer shall be solely responsible and liable for any delays in supplying accurate information or processing refunds or for failure to perform its duties and responsibilities as set out in this Agreement and shall keep other Parties hereto indemnified against any costs, charges and expenses or losses resulting from such delay or default in relation to any claim, demand suit or other proceeding instituted by any Applicant or any other party or any fine or penalty imposed by SEBI or any other regulatory authority in connection with any failure to perform its duties and responsibilities as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar to the Offer related to the Offer. The Registrar to the Offer shall be responsible for addressing all investor complaints or grievances relating to the Issue and ensuring that a suitable grievance mechanism is in place to address such complaints and grievances.
- 4.7. Without prejudice to the generality of the foregoing, the Registrar to the Offer shall be responsible for:
- any delay, default, failure by the Registrar to the Offer to perform any obligation imposed on it under this Agreement, SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, SEBI ICDR Regulations or otherwise under applicable laws and any fine or penalty imposed by the SEBI or any other regulatory authority or court of law, provided however that, the Registrar to the Offer shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement;
  - rejection of Applications due to incorrect bank/branch account details and non-furnishing of information regarding the Applicant available with the Registrar to the Offer; and
  - misuse of scanned signatures of the authorized signatories of the Registrar to the Offer;
  - any claim made or issue raised by any Applicant or other third party concerning the amount, delivery, non-delivery, fraudulent encashment or any other matters related to the payments or the service provided by the Banker to the Offer and Sponsor Bank hereunder;
  - any claim by or proceeding initiated by any regulatory or other authority under any statute or regulation on any matters related to the payments by the Banker to the Offer and Sponsor Bank hereunder;
  - failure by the Registrar to the Offer to substantially perform any of its obligation under this Agreement or otherwise;
- in each case, which may result in a claim, action, cause of action, suit, lawsuit, demand, damage, cost, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) against the Banker to the Offer or any other Parties.





- 4.8. The Registrar to the Offer shall use its best efforts while processing all electronic Applications to separate eligible Applications from ineligible Applications, i.e., Applications which are capable of being rejected on any of the technical or other grounds as stated in the Prospectus, or for any other reasons that comes to the knowledge of the Registrar to the Offer.
- 4.9. The Registrar to the Offer shall ensure that all application forms including plain paper Applications received directly by it shall be banked immediately or the very next Business Offer Day and in no event later than Issue Closing Date or such extended Issue Closing Date.
- 4.10. The Registrar to the Offer shall act in accordance with the instructions of the Company and the Lead Manager and the applicable SEBI ICDR Regulations and other applicable laws and regulations. In the event of any conflict in the instructions provided to the Registrar to the Offer, it shall seek clarifications from the Company and comply with the instructions of the Company given in consultation with the Lead Manager.
- 4.11. The Registrar to the Offer shall be solely responsible for promptly and accurately uploading Applications to ensure the credit of Equity Shares into the relevant dematerialized accounts of the successful Applicants based on the approved Basis of Allotment by the Designated Stock Exchange.
- 4.12. The Registrar to the Offer agrees that at all times the Banker to the Offer and Sponsor Bank, as applicable, will not be responsible for any loss that occurs due to misuse of the scanned signatures of the authorized signatories of the Registrar to the Offer.
- 4.13. The Registrar to the Offer shall obtain the electronic Application details from the Designated Stock Exchange on T+1 from the Offer Closing Date. Further, the Registrar to the Offer shall provide the file containing the Applications details received from the Designated Stock Exchange to all the SCSBs within one (1) Working Day following the Offer Closing Date.
- 4.14. Without prejudice to the responsibilities of the Registrar to perform duties and obligations under the Registrar Agreement entered between the Company and the Registrar to the Offer, the Registrar to the Offer shall be responsible and liable for any failure to perform its duties and responsibilities as set out in the Registrar Agreement.
- 4.15. The Registrar Will Provide the Allotment File within 15 calendar days from offer opening date.
- 4.16. The Registrar shall ensure full reconciliation of collections in the Public Offer Accounts with the information and data available with them. The Registrar to the Offer, shall provide a certificate to the Lead Manager and the Company confirming such reconciliation.

## 5. DUTIES AND RESPONSIBILITIES OF THE LEAD MANAGER.

- 5.1. Other than as expressly set forth in the Underwriting Agreement, regulations or any circulars issued by the SEBI, no provision of this Agreement will constitute any obligation on the part of the Lead Manager to undertake any obligation or incur any liability in relation to the ASBA process.
- 5.2. The Parties hereto agree that the duties and responsibilities of the Lead Manager under this Agreement shall comprise the following:

- (i) The Lead Manager shall, along with the Registrar to the Offer, instruct the SCSB and the Sponsor Bank of the particulars of the monies to be transferred to the Public Offer Account;
- (ii) On or after the Offer Closing Date, the Lead Manager shall, acting along with the Registrar, to the Offer intimate the Designated Date to the Banker to the Offer in accordance with Clause 3;
- (iii) On receipt of information from the Company, the Lead Manager shall intimate in writing the date of the ROC Filing to the Banker to the Offer, Sponsor Bank and the Registrar; and



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(iv) The Lead Manager will co-ordinate with all the concerned Parties to provide all necessary information as set out in this Clause.

5.3. Subject to the provisions of Clause 10 (Indemnity), the Lead Manager shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement provided that the Lead Manager shall, on issuing instructions in accordance with the above sub section above, be fully discharged of their duties and obligations under this Agreement.

## 6. DUTIES AND RESPONSIBILITIES OF THE BANKER TO THE OFFER AND SPONSOR BANK

6.1. Other than as expressly set forth in the Regulations and any circulars issued by the SEBI, no provision of this Agreement will constitute any obligation on the part of any of the Banker to the Offer and Sponsor Bank to comply with the applicable instructions in relation to the application money blocked under the ASBA process.

6.2. The Parties hereto agree that the duties and responsibilities of the Banker to Offer and Sponsor Bank shall include, without limitation, the following:

- (i) The duties of the Banker to the Offer and Sponsor Bank are as expressly set out in this Agreement.
- (ii) The Banker to the Offer and Sponsor Bank shall not exercise any lien over the monies deposited with them, and shall hold the monies therein for the beneficiaries;
- (iii) The Banker to the Offer and Sponsor Bank shall maintain verifiable records of the, bank schedules, and final certificates to the Registrar to the Offer;
- (iv) The Bankers to the Offer and Sponsor Bank must accurately maintain at all times during the term of this Agreement the verifiable electronic and physical records relating to deposit of funds to public offer account;

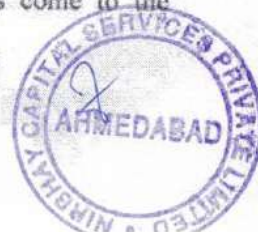
6.3. Save and except for the terms and conditions of this Agreement, the Banker to the Offer and Sponsor Bank shall not be bound by the provisions of any other agreement or arrangement among the other Parties to this Agreement to which they are not a party.

6.4. The Banker to the Offer and Sponsor Bank shall act upon any written instructions of (i) the Lead Manager intimating occurrence of the relevant events contemplated in Clause 3 of this Agreement and (ii) the Registrar to the Offer and the Lead Manager in relation to amounts to be transferred and/or refunded from the Public Offer Account. The Banker to the Offer and Sponsor Bank will be entitled to act on instructions received from the Lead Manager and/or the Registrar to the Offer through email, notwithstanding the fact that the signatures on email instructions cannot be authenticated.

6.5. The Banker to the Offer and Sponsor Bank shall act in good faith, in pursuance of the written instructions of, or information provided by, the Lead Manager, as the case may be. The Banker to the Offer shall act promptly on the receipt of such instructions or information, within the time periods specified in this Agreement.

6.6. The Banker to the Offer and Sponsor Bank hereby represent that they and their Correspondent Bank(s), if any, have the necessary competence, facilities and infrastructure to act as Banker to the Offer and Sponsor Bank, as the case may be and discharge their duties and obligations under this Agreement.

6.7. The responsibility of the Banker to the Offer to release the amount lying in the Escrow Accounts under this Agreement shall not be affected, varied or prevented by any underlying dispute between the other Parties pending before any government authority, including SEBI and the courts of competent jurisdiction in India, unless there is a specific order from such government authority, including SEBI and the courts of competent jurisdiction in India, to that effect and the same has come to the knowledge of the Banker to the Offer and Sponsor Bank.





- 6.8. The Banker to the Offer shall take necessary steps to ensure closure of the Escrow Accounts once receipt of account closure request from the company and all monies are transferred into the Company's bank account and the Refund Account, as the case maybe.
- 6.9. The Sponsor Bank hereby agrees and confirms that it shall provide the investors UPI linked bank account details to the Registrar to the Offer for purpose of reconciliation. The Sponsor Bank undertakes to initiate a mandate request on the Retail Individual Investors i.e. request the Retail Individual Investors to authorize blocking of funds equivalent to application amount and subsequent debit of funds in case of allotment. Such mandate raised by the Sponsor Bank would be a one-time mandate for each application in the Offer. The Retail Individual Investors will fill all the details in the Application Form along with his/ her bank account linked UPI ID and keep/submit the Applications with the respective brokers as per the applicable guidelines.
- 6.10. Banker to the Offer and Sponsor Bank shall be liable to act strictly in accordance with the terms of this Agreement and shall not be deemed to be fiduciary or a trustee or have any obligations of a fiduciary or a trustee under the terms of this Agreement.
- 6.11. All the Parties to this Agreement agree that Banker to the Offer and Sponsor Bank shall not be liable for any action or for the performance of its duties done in good faith as specified herein. No implied duties shall be read into the Agreement herein contained against Banker to the Offer and Banker to the Offer shall not be bound to act in any manner not expressly provided herein, or to act on any instructions that are in conflict with the provisions of this Agreement.
- 6.12. Banker to the Offer and Sponsor Bank undertakes to perform only such duties as are expressly set forth herein. The Banker to the Offer is neither aware of the contents of nor is a party to any other agreement executed between the other Parties to this Agreement.
- 6.13. Banker to the Offer and Sponsor Bank shall have no liability or duty to inquire as to the provisions of any agreement other than this Agreement. Banker to the Offer may rely upon and shall not be liable for acting or refraining from acting upon any written instructions believed by it to be genuine. The Banker to the Offer shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document or any document purported to have been signed by or on behalf of the other Parties.
- 6.14. Banker to the Offer and Sponsor Bank will not be required to institute or defend any action involving any matters referred to herein or which affect it or its duties or liabilities hereunder. Banker to the Offer shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of its counsels, accountants or other skilled persons. In the event that Banker to the Offer shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action.
- 6.15. The duties and responsibilities of the Public Offer Bank shall be restricted to the terms of this Agreement only and the Public Offer Bank shall not be responsible for the performance or non-performance and the observance or non-observance of any contractual or any legal obligations by any other party.
- 6.16. The Public Offer Bank is not expected or required to be familiar with the provisions of any other agreement or documents, and shall not be charged with any responsibility or liability in connection with the observance of the provisions of any such other agreement.
- 6.17. None of the provisions of this Agreement shall require the Public Offer Bank to expend or risk its own money or otherwise incur financial liability or expense in the performance of any of its duties hereunder.

- 6.18. The Public Offer Bank is hereby authorized to comply with and obey all orders, judgments, decrees or writs entered or issued by any court, and in the event the Public Offer Bank obeys or complies with





any such order, judgment, decree or writ of any court, in whole or in part, it shall not be liable to any other person or entity, by reason of such compliance, notwithstanding that it shall be determined that any such order, judgment, decree or writ be entered without jurisdiction or be invalid for any reason or be subsequently reversed, modified, annulled or vacated.

- 6.19. The Public Offer Bank may rely upon any notice or certificate believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper person and not on its face contrary to any provision of this Agreement and the Public Offer Bank shall not be bound in any such case to call for further evidence or be responsible for any losses, liabilities, costs, damages, expenses or inconvenience that may be occasioned by its failure to do so.
- 6.20. This Agreement expressly sets forth all the duties of the Public Offer Bank with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against the Public Offer Bank.
- 6.21. Banker to the Offer shall and Sponsor Bank not be required to perform any of its obligations under the Agreement if such performance would result in Banker to the Offer being in breach of any law, regulation, ordinance, rule, directive, judgment, order or decree binding on Banker to the Offer.
- 6.22. Banker to the Offer and Sponsor Bank shall have no liability towards either of the said Parties for any loss or damage that the other Parties hereto may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof. In no event shall the Banker to the Offer be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Banker to the Offer's reasonable control or for indirect, special or consequential damages.
- 6.23. It is expressly agreed by and between the Parties hereto that the Company shall bear and pay upfront all the costs, charges and expenses including the fees of the Banker to the Offer's and Sponsor Bank advocate/s that may be incurred by Banker to the Offer on account of any litigation arising out of or in connection with this Agreement and Banker to the Offer shall not be required or liable to bear or pay any such costs and expenses. In the event Banker to the Offer, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of AXIS Bank's advocate/s), the same shall be reimbursed by the Company to Banker to the Offer immediately upon demand from Banker to the Offer.
- 6.24. Any act to be done by the Banker to the Offer and Sponsor Bank shall be done only on a Working Day, during normal banking business hours, and in the event that any day on which the Banker to the Offer is required to do an act under the terms of this Agreement is not a Working Day, then the Banker to the Offer shall do those acts on the next succeeding Working Day.
- 6.25. The Sponsor Bank shall be responsible to operate the Escrow Account/ Public Offer Account in accordance with the provisions of this Agreement only and only to the extent of the amount deposited and available in the Escrow Account/ Public Offer Account and there is no obligation on part of the Sponsor Bank to ensure payments are made by the Party in the Escrow Account or to transfer monies from any other accounts other than the said Escrow Account/ Public Offer Account.
- 6.26. The Sponsor Bank is not required to withhold any amount from or in respect of the transactions contemplated herein, pursuant to any Applicable Law, including, without limitation, any requirement of withholding tax. However, in the event of any Governmental Authorities/investigating agency/enforcement agency issue any direction/order to the Sponsor Bank to withhold, any amount lying in the Escrow Account/ Public Offer Account or direct/order to act as per the direction/order of such authorities, the Sponsor Bank shall comply with such order/direction with prior written intimation to the Parties, along with a copy of such order/direction.
- 6.27. The Sponsor Bank is not expected or required to be familiar with the provisions of any other agreement or documents, and shall not be charged with any responsibility or liability in connection with the observance of the provisions of any such other agreement.





**7. DUTIES AND RESPONSIBILITIES OF THE COMPANY AND THE SELLING SHAREHOLDER.**

7.1. The Company agrees to the following:

- (i) the Company shall use its best efforts to ensure that the Registrar to the Offer addresses all investor complaints or grievances arising out of any Application;
- (ii) the Company and the Registrar to the Offer shall comply with the terms of this Agreement, the Prospectus, the SEBI regulations, FEMA and all rules, regulations and guidelines issued there under and any other applicable law, rules, regulations or guidelines and all directives or instructions issued by SEBI or any other regulatory authority in connection with the Offer. The Company shall be responsible and liable for any failure on its part to perform duties as set out in this Agreement.
- (iii) the Company shall file the Prospectus with the RoC as soon as practicable and intimate the Lead Manager of the RoC filing immediately thereafter.
- (iv) The Company shall provide all the details as required and necessary for opening and operating the Escrow Accounts.

7.2. The duties of the Selling Shareholder shall be as set out below:

- (i) The Selling Shareholder shall use its best efforts to ensure that the Registrar addresses all investor complaints or grievances arising out of any application with respect to Offer;
- (ii) The Selling Shareholder shall use its best efforts to ensure that the listing of Equity Shares is completed within the time period stipulated under Applicable Laws (including any circulars or directions issued by SEBI); and
- (iii) The Selling Shareholder shall provide all necessary assistance and co-operation, wherever applicable, to Company and the Manager with respect to the obligations of the Selling Shareholder as specified in this Agreement.

7.3. The Company and The Selling Shareholder shall be severally responsible and liable for any failure to perform their respective duties and responsibilities as set out in this Agreement and for breach of any of their respective representations, warranties, agreements, covenants, undertakings or obligations under this Agreement

**8. TIME IS OF THE ESSENCE**

The Parties hereto agree that time shall be of the essence in respect of the performance by each of the Company, the Lead Manager, the Banker to the Offer, the Correspondent Banks, the Sponsor Bank, and the Registrar to the Offer of their respective duties, obligations and responsibilities under or pursuant to this Agreement.

**9. REPRESENTATIONS AND WARRANTIES AND COVENANTS**

9.1. The Company and the Selling Shareholder represents, warrants, undertakes and covenants to the Banker to the Offer, the Sponsor Bank, the Lead Manager and the Registrar to the Offer that:

- (i) this Agreement constitutes a valid, legal and binding obligation of the Company; and is enforceable against the Company in accordance with the terms hereof;
- (ii) the execution, delivery and performance of this Agreement and any other document related hereto by the Company has been duly authorized and does not and will not contravene (a) any applicable law, regulation, judgment, decree or order of any governmental authority of the Company, (b) the organizational documents of the Company, or (c) any provisions of, or constitute a default under,



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*Handwritten signature: Himanshu Jain*





- any other agreement or instrument or undertaking to which the Company is a party or which is binding on the Company or any of its assets;
- (iii) no mortgage, charge, pledge, lien, trust, security interest or other encumbrance shall be created or exist over the monies deposited therein; and
- (iv) The company and the Selling Shareholder shall not have recourse to any proceeds of the Offer, including any amounts in the Public Offer Account, until the final listing and trading approvals from the Designated Stock Exchange have been obtained.
- 9.2. The Banker to the Offer, the Sponsor Bank, the Lead Manager, and the Registrar to the Offer represents, warrants, undertakes and covenants (severally and not jointly) to each other and to the Company and the Selling Shareholder that:
- (i) this Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;
- (ii) the execution, delivery and performance of this Agreement and any other document related thereto by such Party has been duly authorized and does not and will not contravene (a) any applicable law, regulation, judgment, decree or order of any governmental authority, (b) the organizational documents of such Party, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on such Party or any of its assets; and
- (iii) no mortgage, charge, pledge, lien, trust, security interest or other encumbrance shall be created by it over the Public Offer Account or the monies deposited therein, other than as specified in this Agreement.
- 9.3. The Banker to the Offer and the Sponsor Bank, severally represent, warrant, undertake and covenant to the Lead Manager, Registrar to the Offer and the Company that SEBI has granted such Banker to the Offer and the Sponsor Bank, a certificate of registration to act as Banker to the Offer and the Sponsor Bank, in accordance with the Securities and Exchange Board of India (Bankers to an Issue) Regulations 1994 and 2018 Circular (as amended from time to time), and such certificate is, and until completion of the Offer, will be, valid and in existence, and that it is, and until completion of this Offer, will be, entitled to carry on business as Banker to the Offer and the Sponsor Bank, under all applicable laws. the Banker to the Offer hereby represents that it and its Correspondent Bank(s), if any, have the necessary competence, facilities and infrastructure to act as Banker to the Offer, as applicable, and discharge their duties and obligations under this Agreement.
- 9.4. The Lead Manager represents, warrants, undertakes and covenants to the Banker to the Offer, the Sponsor Bank, the Registrar to the Offer and the Company that SEBI has granted such Lead Manager, a certificate of registration to act as a Merchant Banker under SEBI (Merchant Bankers) Regulations, 1992, and such certificate shall be valid and in existence under applicable laws until completion of the Offer.
- 9.5. The Lead Manager further represents and warrants to the Banker to the Offer, the Sponsor Bank, the Registrar to the Offer and the Company that it has the necessary competence, facilities and infrastructure to act as a Merchant Banker in terms of SEBI ICDR Regulations, as amended and discharge its duties and obligations under this Agreement.
- 9.6. The Registrar to the Offer represents, warrants, undertakes and covenants to the Banker to the Offer, the Sponsor Bank, the Lead Manager and the Company that SEBI has granted such Registrar a certificate of registration to act as Registrar to the Offer under SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended, and such certificate shall be valid and in existence under applicable laws until completion of the Offer.



*Adul Besani*  
*As Badi*  
*Chakran*



*Himashu*

*Jain*





- 9.7. The Registrar to the Offer further represents and warrants to the Banker to the Offer, the Sponsor Bank, the Lead Manager and the Company that it has the necessary competence, facilities and infrastructure to act as the Registrar to the Offer and discharge its duties and obligations under this Agreement.

## 10. INDEMNITY

- 10.1. The Registrar to the Offer shall hereby unconditionally and irrevocably undertake to indemnify and hold harmless the Banker to the Offer, the Sponsor Bank and other Parties hereto against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure by the Registrar to the Offer in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority, provided, however, that the Registrar shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Offer, including, without limitation, any loss that the Banker to the Offer and/or the Sponsor Bank may suffer, incur or bear, directly or indirectly, as a result of the imposition of any penalty caused by, arising out of, resulting from or in connection with any failure by the Registrar to the Offer to unblock the ASBA accounts maintained with SCSBs or UPI accounts of RII, including, without limitation, any fine or penalty imposed by SEBI, the RoC or any other regulatory authority or court of law.
- 10.2. The Company shall hereby unconditionally and irrevocably undertake to indemnify and hold harmless Banker to the Offer, the Sponsor Bank and the other Parties, including their respective directors, officers, employees, Affiliates and the directors, officers, employees of such Affiliate hereto, from and against any and all claims, actions, cause of actions, suits, lawsuits, demands, damages, costs, claims for fees, charges and expenses (including interest, penalties, attorney's fees, accounting fees, investigation costs, and losses arising from difference or fluctuation in exchange rates of currencies) relating to or resulting from any failure by the Company in performing its responsibilities under this Agreement, including against any fine or penalty imposed by SEBI or any other regulatory authority arising out of default directly attributable to a wilful act or omission by the Company. The Banker to the Offer and Sponsor Bank shall intimate the Company of any claim within a reasonable period of time.
- 10.3. The Parties acknowledge that the foregoing indemnities shall survive the resignation or replacement of the Banker to the Offer and/or Sponsor Bank on the termination of this Agreement.
- 10.4. In the event the written instructions to the Banker to the Offer and/or the Sponsor Bank by the Lead Manager and/or the Company are communicated through electronic mail ('e-mail')/ facsimile, the Banker to the Offer and/or the Sponsor Bank shall not be responsible or liable for determining the authenticity or accuracy of the same, and shall be entitled, but not obliged to rely upon the instructions on an 'as it is' basis. The Company hereby agree to indemnify and keep indemnified the Banker to the Offer and/or the Sponsor Bank and saved harmless from all claims, losses, damages, costs including legal expenses which the Escrow Bank may incur or suffer on account of accepting written instructions as stated above and/or as a result of accepting and acting (or not accepting or omitting to act) upon all or any of the instructions given or deemed to have been given or purportedly given by or on behalf of the Lead Manager and/or the Company.

## 11. TERM AND TERMINATION

### 11.1. Term

- 11.1.1. Subject to the termination of this Agreement in accordance with Clause 11.2 of this Agreement, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Banker to the Offer, the Sponsor Bank and the Refund Bank.



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*Handwritten signature: Jai*





- 11.1.2. In case of the completion of the Offer, when the reconciled amounts are transferred to the Public Offer Account from SCSBs and the Sponsor Bank, the Registrar to the Offer in co-ordination with the Banker to the Offer and/or Sponsor Bank shall complete the reconciliation of accounts, and give the satisfactory confirmation in that respect to the Lead Manager in accordance with the applicable laws and the terms and conditions of this Agreement.

## 11.2. Termination

- 11.2.1. This Agreement may be terminated by the Company, in consultation with the Lead Manager, in the event of gross & wilful negligence or wilful default or wilful misconduct on the part of any of the Banker to the Offer. Such termination shall be effected by prior written notice of not less than 14 (fourteen) days, and shall be operative only in the event that the Company appoints substitute Banker to the Offer and/or sponsor bank of equivalent standing, which Banker to the Offer and/or sponsor bank shall agree to terms, conditions and obligations similar to the provisions hereof. In the event the Company is not able to appoint substitute Banker to the Offer and/or sponsor bank within the aforesaid notice period, the resigning Banker to the Offer shall have the liberty to appoint substitute Banker to the Offer and/or sponsor bank, in which case the termination shall be effective on the date of appointment of such substitute Banker to the Offer and/or sponsor bank. The erstwhile Banker to the Offer and/or Sponsor Bank shall continue to be liable for all actions or omissions prior to such termination and the duties and obligations contained herein till the appointment of substitute Banker to the Offer and/or sponsor bank. The substitute Banker to the Offer and/or sponsor bank shall enter into an agreement, substantially in the form of this Agreement, with the Lead Manager, the Company, and the Registrar to the Offer. For the avoidance of doubt, under no circumstances shall the Company/Selling Shareholder be entitled to the receipt of or benefit of the amounts lying in the Public Offer Account except as stated in this Agreement.
- 11.2.2. The Banker to the Offer / Public Offer Bank and/or Sponsor Bank, at any time at least 21 (twenty one) days prior to the Offer Opening Date, shall be entitled to terminate this Agreement and/or resign from their obligations under this Agreement. Such termination/resignation shall be effected by prior written notice to all the other Parties of not less than 14 (fourteen) days and shall come into effect upon the Company appointing substitute Banker to the Offer and/or Sponsor Bank within the said period of 21 days. On such appointment of substitute / successor Banker to Offer/ Public Issue Bank/ Refund Bank/ Account Bank and Sponsor Bank, the Banker to Offer/ Public Issue Bank/ Refund Bank/ Account Bank and Sponsor Bank shall transfer forthwith all the amounts lying in the Escrow Account to such successor Banker to Offer/ Public Issue Bank/ Refund Bank/ Account Bank and Sponsor Bank. In the event the Company is not able to appoint substitute banker to the Offer and/or sponsor bank within the aforesaid notice period, the resigning Banker to the Offer shall have the liberty to appoint substitute banker to the Offer and/or sponsor bank, in which case, the termination shall be effective on the date of appointment of such substitute banker to the Offer and/or sponsor bank. Until the appointment of a successor Banker to Offer/ Public Issue Bank/ Refund Bank/ Account Bank and Sponsor Bank, the erstwhile Banker to the Offer and/or Sponsor Bank shall continue to be liable for all actions or omissions under this agreement and shall be bound by the terms and conditions and other obligations provided in this Agreement.
- 11.2.3. The Registrar to the Offer may terminate this Agreement only with the prior written consent of all other Parties to this Agreement.
- 11.2.4. Notwithstanding anything contained in this Agreement, the Lead Manager may terminate this Agreement upon service of written notice to the other Parties if, after the execution and delivery of this Agreement and on or prior to the Allotment of the Equity Shares in the Offer,;
- (i) the Offer becoming illegal or being enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by SEBI or any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Offer;
  - (ii) the Company, in consultation with the Lead Manager, decides to withdraw and/or cancel the Offer at any time after the Offer Opening Date until the Designated Date;





- (iii) Trading on the BSE SME and/or Designated Stock Exchange has been suspended or generally limited or minimum or maximum prices for trading have been fixed, or maximum ranges have been required (other than circuit breakers required by SEBI circular dated June 28, 2001 bearing reference no. SMDRPD/Policy/Cir-37/2001; SEBI circular dated September 3, 2013 bearing no. CIR/MRD/DP/25/2013 and SEBI circular dated January 12, 2015 bearing reference no. CIR/MRD/DP/02/2015), by any of these exchanges or any other applicable governmental or regulatory authority or a material disruption has occurred in commercial banking, securities settlement, payment or clearance services in any of the cities of major cities of India;
- (iv) a banking moratorium has been declared by Indian authorities;
- (v) there occurs any material adverse change in the financial markets in India or the international financial markets, any outbreak of war or hostilities or terrorism or escalation thereof or any calamity or crisis or any other change or development involving a prospective change in Indian or international political, financial or economic conditions (including the imposition of or a change in exchange controls or a change in currency exchange rates), in each case the effect of which event, singularly or together with any other such event, is such as to make it, in the sole judgment of the Lead Manager, impracticable or inadvisable to proceed with the Offer, sale or delivery of the Equity Shares;
- (vi) there occurs any change, or any development involving a prospective change in the condition, financial or otherwise, or in the earnings, assets, business, management, operations or prospects of the Company, its Subsidiary(ies), its Associate Entity(ies) or its Affiliates, individually or taken together as a whole, whether or not arising in the ordinary course of business that, in the sole judgment of the Lead Manager, is material and adverse and that makes it, in the sole judgment of the Lead Manager, impracticable or inadvisable to proceed with the Offer, sale or delivery of the Equity Shares;
- (vii) there occurs any legal, regulatory or policy change, or any development involving a prospective regulatory or policy change (including, but not limited to, a change in the regulatory environment in which the Company, its Subsidiary(ies), its Associate Entity(ies) or its Affiliate's operate or a change in the regulations and guidelines governing the terms of the Offer) or any order or directive from the SEBI, the Registrar of Companies Ahmedabad, the BSE SME, Designated Stock Exchange, or any other Indian governmental, regulatory or judicial authority that, in the sole judgment of the Lead Manager, is material and adverse and that makes it, in the sole judgment of the Lead Manager, impracticable or inadvisable to proceed with the Offer, sale or delivery of the Equity Shares;
- (viii) Any other event as may be agreed to in writing among the Parties.

11.2.5. The provisions of this Agreement shall survive the completion of the term of this Agreement as specified in Clause 11.1 or the termination of this Agreement pursuant to Clause 11.2 of this Agreement.

## 12. LIMITATION OF LIABILITY

12.1 Notwithstanding the foregoing, under no circumstances will the Banker to the Offer and/or the Sponsor Bank be liable to any other Party for any indirect, consequential, exemplary loss, damage, cost or expense of any nature (inter alia, being loss of business, goodwill, opportunity or profit) arising under this Agreement, even if advised of such loss, damage, costs or damage or expenses.

12.2 The Banker to the Offer and/or the Sponsor Bank shall also not be liable for any liability, losses, damages, costs, expenses, (including legal fees, court fees and professional fees), suits and claims that are finally judicially determined to have resulted primarily from the negligence or contravention of this Agreement by any of the other Parties or any other person.





### 13. CONFIDENTIALITY

- 13.1 The Parties shall keep confidential all information relating to this Agreement for a period of 1 (one) year from the end of the Application Period and shall not disclose such information to any third party except (i) with the prior approval of the other Parties or (ii) where such information is in public domain other than by reason of breach of this Clause 13, or (iii) when required by law, regulation or legal process after informing the other Parties, wherever practicable, possible and permitted, and only to the extent required by law, regulation or legal process or (iv) to their respective employees and legal counsel in connection with the performance of their respective obligations under this Agreement (v) when necessary in its view to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation, or (vi) any information which, prior to its disclosure in connection with this Offer, was already in the possession of the other Parties.
- 13.2 The foregoing shall not apply to any information which, prior to its disclosure in connection with this Offer, was already in the possession of the Lead Manager or the Banker to the Offer and/or Sponsor Bank:
- 13.2.1 Any disclosure by Lead Manager or the Banker to the Offer and/or Sponsor Bank, to their advisors, Affiliates, group companies and their respective employees, analysts, legal counsel, independent auditors and other experts or agents who need to know such information for and in connection with the Offer, provided that such disclosures would be subject to similar confidentiality provisions;
- 13.2.2 Any information, which is or comes into the public domain without any default on the part of the Parties in the terms of this Agreement or comes into the possession of the Parties other than in breach of any confidentiality obligation owed to the other Party of which they are aware;
- 13.2.3 Any disclosure pursuant to any law, rule or regulation or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental, regulatory or, supervisory or other authority or administrative agency or in any pending legal or administrative proceeding;
- 13.2.4 The extent that any of the Parties needs to disclose any information with respect to any proceeding for the protection or enforcement of any of its rights arising out of this Agreement or the Offer;
- 13.2.5 Any information disclosed with the prior consent of the other Party; or
- 13.2.6 Any information disclosed in the Offer documents, advertisements, and any investor presentations prepared and authorised or for use in relation by or on behalf of the Company.
- 13.3 The other Parties consent to the Banker to the Offer and/or Sponsor Bank and agents disclosing information relating to the other Parties and their account(s) and/or dealing relationship(s) with the, including but not limited to details of its facilities, any security taken, transactions undertaken and balances to the:
- a. the head office of, any of its subsidiaries or subsidiaries of its holding company, Affiliates, representative and branch offices in any jurisdiction ("Permitted Parties");
  - b. professional advisers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
  - c. any actual or potential participant or sub-participant in relation to any of the Banker to the Offer and/or Sponsor Bank rights and/or obligations under any agreement between the Parties, or assignee, novatee or transferee (or any agent or adviser of any of the foregoing);
  - d. any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties; and
  - e. any rating agency, insurer or insurance broker of, any Permitted Party.





#### 14. NOTICES

Any notice or other communication given pursuant to this Agreement must be in writing and (i) delivered personally (ii) sent by tele facsimile or other similar facsimile transmission to such facsimile numbers as designated below or (iii) sent by registered mail or overnight courier, postage prepaid, to the address of the Party specified in the recitals to this Agreement. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause 14 will (i) if delivered personally, be deemed given on delivery (ii) if delivered by tele facsimile or similar facsimile transmission, be deemed given when electronically sent; and (iii) if sent by registered mail or overnight courier, be deemed given when sent. In case of all written instructions issued by the Company and/or the Registrar to the Offer and/or the Lead Manager to the Banker to the Offer and Sponsor Bank pursuant to this Agreement, the facsimile of the written instruction may, at first, be sent by tele facsimile, *provided that* its original is subsequently delivered by (i) or (iii) above.

##### In case of notice to the Company:

###### **3B FILMS LIMITED**

Address: SF 220, Pancham Icon, Besides D-Mart, Vasna Road, Vadodara, Gujarat, India, 390007  
Tel: +91 99794 26000

E-mail: [accounts@3bfilms.com](mailto:accounts@3bfilms.com)

Website: [www.3bfilms.com](http://www.3bfilms.com)

Contact Person: Mr. Ashok Babariya

##### In case of a notice to the Banker to the Offer/Sponsor Bank:

###### **AXIS BANK LIMITED**

Name: AXIS BANK LIMITED

Address: Axis House", 6th Floor, C-2, Wadia International Centre,, Pandurang Budhkar Marg, Worli, Mumbai - 400 025

Telephone number: (Direct) 022 43253669

E-mail: [vishal.lade@axisbank.com](mailto:vishal.lade@axisbank.com)

Website: [www.axisbank.com](http://www.axisbank.com)

Contact Person: Vishal M. Lade

SEBI Registration Number: INBI00000017

Corporate Identity Number (CIN): L65110GJ1993PLC020769

##### In case of notice to the Selling Shareholder:

As per Annexure A

##### In case of notice to the Lead Manager:

###### **NIRBHAY CAPITAL SERVICES PRIVATE LIMITED**

Address: 201, Maruti Crystal, Opp. Rajpath Club, S.G. Highway, Bodakdev, Ahmedabad - 380054  
Tel: +91 98253 22308

Email: [bharat@nirbhaycapital.com](mailto:bharat@nirbhaycapital.com)

Website: [www.nirbhaycapital.com](http://www.nirbhaycapital.com)

Contact Person: Mr. Bharat Shah



*Handwritten signatures and notes:*  
Address  
Ashok Babariya



*Handwritten signatures:*  
Himanshu  
Jain





**In case of a notice to the Registrar to the Offer:**

**MAASHITLA SECURITIES PRIVATE LIMITED**

CIN: U67100DL2010PTC208725

Address: 451, Krishna Apra Business Square, Netaji Subhash Place,  
Pitampura, Delhi-110034, India

Kind Attn: Mr. Mukul Agrawal

Designation: Director

Tel: +91-11-45121795

E-mail: ipo@maashitla.com

The Lead Manager, the Company and the Registrar to the Offer shall jointly and severally hold the Banker to the Offer and Sponsor Bank harmless and shall sufficiently indemnify and keep indemnified the Banker to the Offer and Sponsor Bank against all actions, proceedings, claims liabilities, demands, damages, costs and expenses whatsoever, arising out of or in connection with the carrying out any act, deed or thing based on such facsimile.

**15. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION**

- 15.1 In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of ten (10) days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or 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 Parties shall attempt in the first instance to resolve the same through negotiation.
- 15.2 If the dispute is not resolved through negotiation within ten (10) days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The Arbitration shall be conducted by sole arbitrator appointed with the consent of the Parties who are party to the relevant dispute or claim, failing which the sole arbitrator shall be appointed mutually by the parties in accordance with the provisions of the Arbitration Act. The Arbitration shall take place in Vadodara. The arbitral award shall be final and binding on the Parties.
- 15.3 This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, without reference to its conflict of laws rules. The courts at Vadodara, in the state of Gujarat, India, shall have exclusive jurisdiction.

**16. 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.

**17. ASSIGNMENT**

This Agreement shall be binding on and endure to the benefit of the Parties and their respective successors. The Parties shall not, without the prior written consent of the other Parties, assign or transfer any of their respective rights or obligations under this Agreement to any other person. Any such person to whom such assignment or transfer has been duly and validly effected shall be referred to as a "Permitted Assign".



*Handwritten signatures: Anil B. Sharma, Ashish, B. B. Sharma*



*Handwritten signature: Himanshu*





## 18. FEES

- 18.1 The Company shall pay, on demand, all the usual and customary service charges, transfer fees, account maintenance, account acceptance, statement, investigation, funds transfer and any other charges as are levied by the Banker to Offer as mutually agreed and such other out of pocket expenses as are claimed by the Banker to Offer (collectively, the "Fees") in connection with the Account.
- 18.2 Notwithstanding anything contained in this Agreement, in the event that the Banker to Offer is not paid its fees within 15 days of Listing of Equity Shares of the Company, the Banker to Offer shall have a right to set-off any amount lying available or to be deposited in the Account to recover or realize its fee or charges or any part thereof without the written instruction of the Lead Manager.

## 19. FORCE MAJEURE

- 19.1 No Party shall be held liable or responsible for any failure or delay in performance of its duties under this Agreement caused by any circumstances beyond its control, such as, acts of God, lightening, flood, drought, earthquake, landslide, hurricane, cyclone, typhoon, pandemic/epidemic, famine, extremely adverse weather conditions which are in excess of statistical measures of last 100 years, fire, explosion, chemical or radioactive contamination, ionising radiation, volcanic eruption, riots or civil disturbance, war (whether declared or undeclared), act of public enmity, terrorist act, military action, lockdown declared by government or regulatory order/notification, other action of government/other authorities, court order, or industry-wide/ region-wide/ nation-wide strike, work-to-rule action, go slow or similar labour action general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer/network failure or failure of any money transmission or payment gateway or core banking system (collectively, "Force Majeure") Bank may in its sole discretion continue with the services, or suspend or terminate the services and/or this Agreement with no additional cost or liability to the Sponsor Bank. Upon the occurrence of any event or condition of Force Majeure which affects the Public Offer Account/Escrow Account and/or performance of the Sponsor Bank for a period of seven (7) continuous days, the Sponsor Bank shall, as soon as is reasonably possible, notify the other Parties of the nature of the event or condition, the effect of the event or condition on the Sponsor Bank's performance and, on a best efforts basis, the estimated duration of the event or condition. The Sponsor Bank shall also notify the other Parties immediately upon cessation of or changes in the event or condition constituting Force Majeure. The Sponsor Bank may in its sole discretion continue with the services, or suspend or terminate the services and/or this Agreement with no additional cost or liability to the Sponsor Bank. In the event of suspension or termination of the services and/or this Agreement by the Sponsor Bank on account of a Force Majeure Event, the Sponsor Bank shall be entitled to receive the fees accrued for the services provided in accordance with this Agreement till the date of such suspension or termination.

## 20. 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.

## 21. AMBIGUITY

If any instruction is not in the form set out in this Agreement, the Banker to the Offer shall forthwith bring it to the knowledge of the Lead Manager and get the said instruction clarified to the satisfaction of the Banker to the Offer.



*Om Bhai*  
*Abhishek*  
*Govind*



*Himanshu*

*Jai*



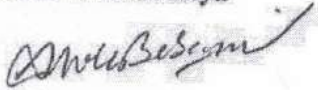
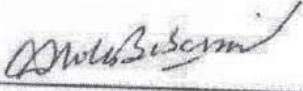
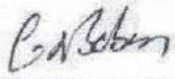
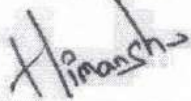


## 22. SPECIMEN SIGNATURES

The specimen signatures for the purpose of instructions to the Banker to the Offer are as follows:

- For the Lead Manager, as set out in Annexure F1.
- For the Company, as set in Annexure F2
- For the Registrar to the Offer as set out in Annexure F3,

In witness whereof, the Parties have caused these presents to be executed on the date mentioned above.

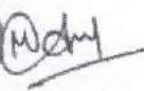
|                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Signed for and on behalf of<br>3B FILMS LIMITED                                                                                                                                                                                                                                                                                                                          | <u>Witnessed</u>                                                                                                    |
| Mr. Ashok Babariya<br><br>(Chairman & Managing Director)<br>(DIN: 03363509)                                                                                                                            | <u>Name:</u> Bhadresh Shah<br>   |
| Signed for and on behalf of<br>SELLING SHAREHOLDERS                                                                                                                                                                                                                                                                                                                      | <u>Witnessed</u>                                                                                                    |
| <br>(Ashokbhai Dhanjibhai Babariya)<br><br><br>(Mukesh Dhanjibhai Babariya)<br><br><br>(Gulabben Nitin Babariya) | <u>Name:</u> Bhadresh Shah<br> |
| Signed for and on behalf of<br>AXIS Bank Limited                                                                                                                                                                                                                                                                                                                         | <u>Witnessed</u>                                                                                                    |
|  <br>(Authorized Signatory)<br>Mr. Himanshu Jain                                                                                                                                                   |                                |
| Signed for and on behalf of<br>NIRBHAY CAPITAL SERVICES PRIVATE LIMITED                                                                                                                                                                                                                                                                                                  | <u>Witnessed</u>                                                                                                    |



Himanshu Jain





|                                                                                                                                                                                                                                                           |                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Mr. Bharat Shah</b><br><b>Managing Director</b><br><b>(DIN: 00587810)</b>                                                                                             | <u>Name:</u><br>     |
| <b>Signed for and on behalf of</b><br><b>MAASHITLA SECURITIES PRIVATE LIMITED.</b><br>  | <u>Witnessed</u><br> |
| <b>Mukul Agrawal</b><br><b>Director</b><br><b>(DIN: 03532454)</b>                                                                                                                                                                                         | <u>Name:</u>                                                                                            |



*Himanshu Jain*





**Annexure A**

**SELLING SHAREHOLDERS**

| Sr. No. | Name                              | Address                                                                                           | No of Equity Shares Offered   | Email                        | Date of Consent Letter |
|---------|-----------------------------------|---------------------------------------------------------------------------------------------------|-------------------------------|------------------------------|------------------------|
| 1.      | Mr. Ashokbhai Dhanjibhai Babariya | 904, Milestone, Behind New Bright Day School, Vasna Bhayli Road, Bhayli, Vadodara-391410, Gujarat | Up to 10,70,000 Equity Shares | chairman@3bfilms.com         | 28.06.2024             |
| 2.      | Mr. Mukesh Dhanjibhai Babariya    | 25-26 Shantivan Society, Opp. J.B. Circle, L.H. Road, Varachha Road, Surat-395006, Gujarat        | Up to 10,65,000 Equity Shares | Babariyamukesh1975@gmail.com | 28.06.2024             |
| 3.      | Mrs. Gulabben Nitin Babariya      | 04, Milestone, Behind New Bright Day School, Vasna Bhayli Road, Bhayli, Vadodara-391410, Gujarat. | Up to 10,65,000 Equity Shares | Dish127vish@yahoo.com        | 28.06.2024             |



*Handwritten signatures and initials:*  
*Chairman*  
*BB*  
*B. Babariya*



*Handwritten signatures:*  
*Himanshu*  
*Jain*





**ANNEXURE-A1**  
(Intimation of Offer Opening Date and Offer Closing Date)

To:

|                                                                                                                                                                                |                                                                                                                                      |                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Maashitla Securities Private Limited</b><br>(As Registrar to the Offer)<br>Address: 451, Krishna Apra Business Square, Netaji Subhash Place, Pitampura, Delhi-110034, India | <b>3B Films Limited</b><br>(As Issuer Company)<br>Address: SF 220 Pancham Icon Beside D-Mart, Vasna Road, Vadodara, Gujarat - 390007 | <b>AXIS Bank Limited</b><br>(Bankers to the Offer and Sponsor Bank)<br>Trishul 3 <sup>rd</sup> floor Opp. Samartheshwar Temple Law Garden Ellisbridge Ahmedabad, Gujarat, India, 380006. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

From: Lead Manager,  
Nirbhay Capital Services Private Limited,

Dear Sirs,

Re: Agreement dated April [•], 2024

Pursuant to the clause 3.4.1 of this Agreement dated April [•], 2024, We write to inform you that the Offer Opening Date and Offer Closing Date for the Offer is [•] and [•] respectively.

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For Nirbhay Capital Services Private Limited

Mr. Bharat Shah  
Managing Director  
(DIN: 00587810)



*H. Maashu*      *Jail*



**ANNEXURE A2**  
**FORM OF INSTRUCTIONS TO THE BANKER TO THE OFFER**

To:  
Banker to the Offer and Sponsor Bank  
**AXIS Bank Limited**

Registrar  
**Maashitla Securities Private Limited.**

CC:  
Issuer Company  
**3b Films Limited**

From: Lead Manager,  
**Nirbhay Capital Services Private Limited,**

Dear Sirs,

**Re: Public Offer Account of 3B Films Limited and Agreement dated April [•], 2024.**

Pursuant to clause 3.4.5 and 3.4.6 (ii) of the Agreement dated April [•], 2024, we hereby instruct you to transfer on [•], ₹ [•] from the PUBLIC OFFER ACCOUNT "**3B FILMS LIMITED – PUBLIC OFFER ACCOUNT**" bearing Account Name and No. [•] to the following bank accounts amounts due from the company as fees of the Lead Manager, Registrar to the Offer, , underwriting and selling commissions, other intermediary fees and other IPO related expenses:

| Beneficiary Name | Amount (in ₹) | Beneficiary's Bank Name | Beneficiary Account No. | Beneficiary Bank Address | IFSC Code |
|------------------|---------------|-------------------------|-------------------------|--------------------------|-----------|
| [•]              | [•]           | [•]                     | [•]                     | [•]                      | [•]       |

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

**For, Nirbhay Capital Services Private Limited**

Mr. Bharat Shah  
Managing Director  
(DIN: 00587810)



*Handwritten signature: Himanshu Jain*



**ANNEXURE A3**

**(No Objection Certificate)**

**FORM OF INSTRUCTIONS TO THE BANKER TO THE OFFER AND SPONSOR BANK**

To:

Banker to the Offer and Sponsor Bank  
**AXIS Bank Limited**

From: Lead Manager,  
**Nirbhay Capital Services Private Limited,**

Dear Sirs,

**Re: Public Offer Account of 3B Films Limited and Agreement dated April [•], 2024.**

Pursuant to the clause 3.4.6 (iv)/(v) of this agreement dated April [•], 2024, we here by confirm that the Company has received listing and trading approvals for the Public Offer of Equity Shares of "**3B FILMS LIMITED**". We also confirm that all payments as specified in Annexure A2 have been made and that we have "**no objection**" to the Bank(s) accepting instructions from the Company for releasing of funds from the PUBLIC OFFER ACCOUNT.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

**For Nirbhay Capital Services Private Limited**

Mr. Bharat Shah  
Managing Director  
(DIN: 00587810)



Himanshu Jain



**ANNEXURE B1**  
**(Intimation from RTA to SCSB's)**

To:  
SCSB's;

Copy to:  
**3B FILMS LIMITED**

From:  
**Maashitla Securities Private Limited.**

Dear Sirs,

**Re: Public Offer Account of 3B Films Limited and Agreement dated April [●], 2024.**

Pursuant to clause 3.4.2 of the Banker to the Offer Agreement dated April [●], 2024, the Designated Date is [●] and we hereby instruct you to transfer on [●], ₹ [●] from the Applicant Account to the PUBLIC OFFER ACCOUNT OF ["3B FILMS LIMITED"] bearing Account No. [●] with AXIS Bank acting as the Banker to the Offer

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Share Escrow Agreement.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Yours faithfully,

**For Maashitla Securities Private Limited**



  
Mukul Agrawal  
Director  
(DIN: 03532454)



*Himash* *Jain*



**ANNEXURE B2**  
**FORM OF INSTRUCTIONS TO THE BANKER(S) TO THE OFFER AND SPONSOR BANK**

To:  
**AXIS Bank Limited**

From: Lead Manager,  
**NIRBHAY CAPITAL SERVICES PRIVATE LIMITED**

Dear Sirs,

**Re: Public Offer Account of 3B Films Limited and Agreement dated April [•], 2024.**

Pursuant to the clause of 3.4.6 (iv) of this Agreement dated April [•], 2024, we hereby instruct you to transfer on....., ₹ [•] from the **PUBLIC OFFER ACCOUNT "3B FILMS LIMITED -PUBLIC OFFER ACCOUNT"** bearing Account Name and No.[•] to the bank accounts as mentioned below:

| Beneficiary Name | Amount (in ₹) | Beneficiary's Bank Name | Beneficiary Account No. | Beneficiary Bank Address | IFSC Code |
|------------------|---------------|-------------------------|-------------------------|--------------------------|-----------|
| [•]              | [•]           | [•]                     | [•]                     | [•]                      | [•]       |

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Escrow Agreement.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Yours faithfully,

For, Nirbhay Capital Services Private Limited

Mr. Bharat Shah  
Managing Director  
(DIN: 00587810)



*Himanshu Jain*



## ANNEXURE F1

### AUTHORISED SIGNATORIES OF LEAD MANAGER TO THE OFFER.

Following are severally authorized on behalf of **Nirbhay Capital Services Private Limited** (Lead Manager) to execute Annexures including A1, A2, A3, B2, G, H, I.

Specimen signatures of the above are set forth below:

|                                                                                                      |                                                                                                       |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <br>Mr. Bharat Shah | <br>Mr. Kunjal Soni |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|



Himanshu Jain

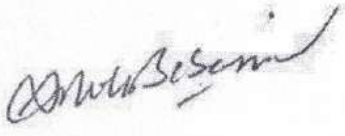


**ANNEXURE F2**

**AUTHORISED SIGNATORIES OF COMPANY**

Are authorized on behalf of **3B Films Limited** (Issuer Company) to execute Annexure including Annexure I.

Specimen signatures of the above are set forth below:

|                                                                                   |                                                                                    |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|  |  |
| Name: Mr. Ashokbhai Dhanjibhai Babariya                                           | Name: Mr. Mukesh Dhanjibhai Babariya                                               |



*Himanshu Jain*



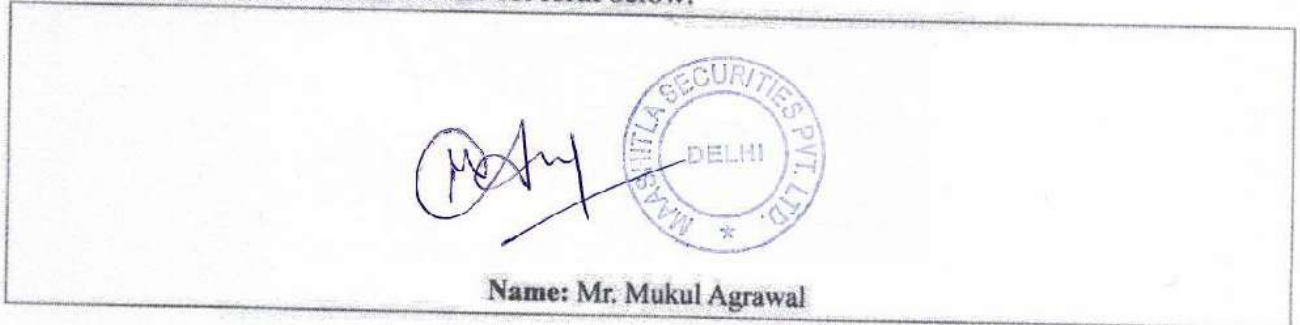


### ANNEXURE F3

#### AUTHORISED SIGNATORIES OF REGISTRAR TO THE OFFER

Following are severally authorized on behalf of **Maashitla Securities Private Limited** (Registrar to the Offer) to execute the specified Annexures as stated in this Agreement including Annexure H, I,

Specimen signatures of the above are set forth below:



Hp maashu Jan



**ANNEXURE G**  
**(Intimation to Bankers on failure of the Offer)**

To:  
Banker to the Offer and Sponsor Bank  
**AXIS BANK LIMITED**

Registrar to the Offer  
**Maashitla Securities Private Limited**

Copy to:  
Issuer Company.  
**3B FILMS LIMITED**

From: Lead Manager,  
**NIRBHAY CAPITAL SERVICES PRIVATE LIMITED**

Dear Sirs,

**Re: Public Offer Account of 3B Films Limited and Agreement dated April [•], 2024.**

Pursuant to clause 3.3.2 we hereby intimate you that the Offer has failed due to the following reason:[•]

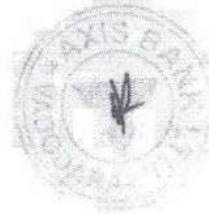
Request you to kindly unblock the account and send the received applications to the registrar for further action.

Capitalized terms not defined herein have the same meaning as ascribed to them in the Agreement.

Please acknowledge your acceptance of the instructions on the copy attached to this letter.

**For and on behalf of**  
**Nirbhay Capital Services Private Limited**

Mr. Bharat Shah  
Managing Director  
(DIN: 00587810)



*Himanshu Jain*



## ANNEXURE H

To:  
Banker to the Offer and Sponsor Bank  
**AXIS BANK LIMITED**

Copy to:  
Issuer Company.  
**3B FILMS LIMITED**

From: Lead Manager,  
**Nirbhay Capital Services Private Limited**  
**Maashitla Securities Private Limited**

Dear Sirs,

**Re: Public Offer Account of 3B Films Limited and Agreement dated April [•], 2024.**

Pursuant to clause 3.3.4 of the Agreement dated April [•], 2024, we intimate you that the listing is not as prescribed in the Prospectus, thus instruct you to kindly transfer the funds from **Public Offer Account of 3B Films Limited** bearing account number [•] to the refund account as per below details:

| Refund Account Name | Amount (in ₹) | Refund Bank Name | Refund Account No. | Refund Bank Address | IFSC Code |
|---------------------|---------------|------------------|--------------------|---------------------|-----------|
| [•]                 | [•]           | [•]              | [•]                | [•]                 | [•]       |

Further, we request you to kindly transfer the above mentioned amount from refund account to beneficiary applicants as per the details enclosed herewith.

Capitalized terms not defined herein have the same meaning as ascribed to them in the Agreement.

Please acknowledge your acceptance of the instructions on the copy attached to this letter.

**For and on behalf of**  
**Nirbhay Capital Services Private Limited**



Mr. Bharat Shah  
Managing Director  
(DIN: 00587810)

**For and on behalf of**  
**Maashitla Securities Private Limited**

Mr. Mukul Agrawal  
Director  
(DIN: 03532454)

Encl: Details of Applicant



*Himaashu*

*Jain*



**ANNEXURE I**  
(Intimation about closure of Accounts)

Date:

**AXIS Bank Limited**

Trishul 3<sup>rd</sup> floor Opp. Samartheshwar Temple Law Garden Ellisbridge Ahmedabad, Gujarat, India,  
380006.

For Attention:

**Re: Public Offer Account of 3B FILMS LIMITED and Agreement dated April [•], 2024.**

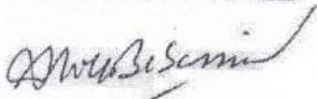
Sub: Account Closure Instruction

Pursuant to clause 3.6 of this Agreement, this is with reference to the Public Issue and refund account opened in name of **3B FILMS LIMITED -PUBLIC OFFER ACCOUNT & 3B FILMS LIMITED - REFUND ACCOUNT** bearing account number [•] and [•] in term of this Agreement dated April [•], 2024 between Company, Lead Manager and AXIS Bank Limited.

Since all the formalities related to the IPO of **3B FILMS LIMITED** has been completed and no balance is there in the aforesaid account, you are hereby instructed to close the abovementioned refund account and confirm.

Thanking You

For 3B FILMS LIMITED



Mr. Ashok Babariya  
Chairman & Managing Director  
(DIN: 03363509)



*Himashu* *Bar*

