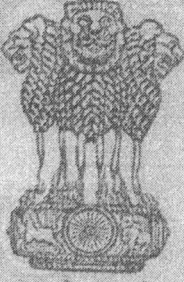




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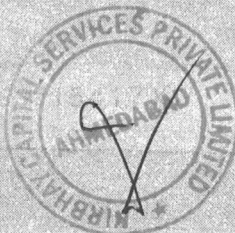
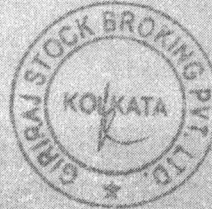
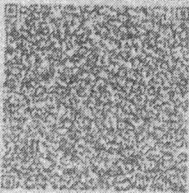
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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. IN-GJ49042433715417X
Certificate Issued Date 31-Jan-2025 05:59 PM
Account Reference CSCACC (GV)/ gjcsceg07/ GJ-BAAJA0336/ GJ-BA
Unique Doc. Reference SUBIN-GJGJCSCEG0709932525982881X
Purchased by HARPALSINH YADAV
Description of Document Article 5(h) Agreement (not otherwise provided for)
Description MARKET MAKING AGREEMENT
Consideration Price (Rs.) 0
(Zero)
First Party 3B FILMS LIMITED
Second Party NIRBHAY CAPITAL SERVICES PRIVATE LIMITED AND
OTHER
Stamp Duty Paid By 3B FILMS LIMITED
Stamp Duty Amount(Rs.) 600
(Six Hundred only)

3B Films Limited

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Statutory Alert:

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

MARKET MAKING AGREEMENT

FOR INITIAL PUBLIC OFFER OF

3B FILMS LIMITED

AMONGST

3B FILMS LIMITED

(Issuer Company)

AND

SELLING SHAREHOLDERS

(As Per Annexure A)

AND

NIRBHAY CAPITAL SERVICES PRIVATE LIMITED

(Lead Manager)

AND

GIRIRAJ STOCK BROKING PRIVATE LIMITED

(Market Maker)

THIS MARKET MAKING AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") MADE AT VADODARA ON THIS FRIDAY OF FEBRUARY 14, 2025 AND AMONGST

3B FILMS LIMITED (CIN: U25200GJ2014PLC080685), a Company registered under provisions of the Companies Act, 2013, as amended ("Companies Act") 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 "3B FILMS" or "Issuer" or the "Company") 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

PROMOTER SELLING SHAREHOLDERS, as set out in 'Annexure A' of this Agreement (hereinafter referred to individually as "Selling Shareholder" and collectively as the "Selling Shareholders", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns), of the **SECOND PART**

AND

NIRBHAY CAPITAL SERVICES PRIVATE LIMITED (CIN: U67120GJ2006PTC047985), a company registered under the Companies Act, 1956 and having SEBI Registration Number INM000011393 and having its registered office at 201, Maruti Crystal, Opp. Rajpath Club, S.G. Highway, Bodakdev, Ahmedabad-380054, Gujarat, India, represented by Mr. Bharat Shah (DIN: 00587810) (hereinafter referred to as "NIRBHAY" and further "NIRBHAY" referred as "LM" "Lead Manager" or "NCSPL" as the case may be, which expression shall unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

AND

GIRIRAJ STOCK BROKING PRIVATE LIMITED (CIN: U65100WB2005PTC101507), a Company incorporated under Companies Act, 1956, having SEBI Registration Number INZ000212638 and registered Market Maker in SME Segment of BSE Limited (Registration No. SMEMM0655127012022) and having its registered office at 4, Fairlie Place, HMP House, 4th Floor, Suite No- 421A, Kolkata- 700001, West Bengal, India represented by Mr. Kuntal Laha (DIN: 08086873) (hereinafter referred as "GSBPL" or "Market Maker", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FOURTH PART**;

In this Agreement:

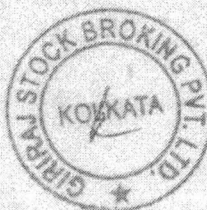
- (i) NIRBHAY CAPITAL SERVICES PRIVATE LIMITED shall be referred to as "Lead Manager" or "LM".
- (ii) 3B FILMS LIMITED referred to as "Company" / "Issuer"
- (iii) GIRIRAJ STOCK BROKING PRIVATE LIMITED referred to as "Market Maker"
- (iv) The Company, the Selling Shareholders, the LM, Market Maker are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS

- A. The Company proposes to undertake an initial public offering of up to 69,70,000 Equity Shares of face value of Rs. 10/- each consisting of Fresh Issue up to 37,70,000 Equity Shares ("Fresh Issue") and Offer for Sale by Promoter Selling Shareholders up to 32,00,000 Equity Shares ("OFS") for cash at a price to be determined in accordance with Fixed Price Method ("Fixed Price Issue") as defined under Securities Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
- B. In the Offer, the reserved portion for the Designated Market Maker of up to 3,50,000 Equity Shares of face value of Rs. 10/- each shall be at least five per cent of the number of Equity Shares offered to public

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which shall be determined in accordance with Fixed Price Method as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018.

- C. The Offer Price of equity shares shall be decided as per Fixed Price Method pursuant to which the shares are to be offered.
- D. The Company has obtained approval for the Offer including Offer for sale pursuant to a resolution of our Board dated June 28, 2024 and by a special resolution passed pursuant to Section 62(1)(c) of the Companies Act, 2013 at the Extraordinary General Meeting by the shareholders of our Company held July 01, 2024 which authorized the Issuer Company's Directors, or any other authorized representatives, for the purpose of the Issuing and signing the Draft Prospectus and the Prospectus, this Agreement, the Memorandum of Understanding, any amendments or supplements thereto, and any and all other writings as any be legally and customarily required in pursuance of the Offering and to do all acts, deeds or things as may be required.
- E. Each of the Selling Shareholders have consented to participate in the Offer in accordance with the terms agreed to in their respective consent letters and approved the Offer of their respective Equity Shares ("Offered Shares"), pursuant to their respective consent letters, details of which are set out in Annexure A.
- F. The Company has filed draft prospectus on the SME Platform of the BSE on November 12, 2024 and is in the process of receiving the in-principle approval from BSE for insertion of its name in the Prospectus and shall be applying for listing of its Equity Shares on SME Platform BSE.
- G. One of the requirements of issuing shares to the Public in accordance with the Chapter IX of the SEBI (ICDR) Regulation 2018, as specified in Regulation 261(1) of the said Regulations is that NIRBHAY being Lead Manager to the Offer has to ensure compulsory Market Making through the Stock Brokers of the SME Exchange (in this case being SME Platform of the BSE) for the compulsory market making period (as defined herein).
- H. Giriraj Stock Broking Private Limited (hereinafter referred to as "Market Maker") is a Registered Stock Broker / Trading Member of Bombay Stock Exchange of India Limited having Registration No.: SMMM0655127012022 and SEBI Registration No. INZ000212638.
- I. Giriraj Stock Broking Private Limited has approached LM and Issuer Company for being appointed as Market Maker and agreed to ensure full subscription to its Market Maker Portion in the proposed Offer. 3B Films Limited in consultation with LM, has accepted such proposal and confirmed that there is no conflict of interest arising from such transaction or arrangement.
- J. Issuer has understood the preliminary arrangements in place and agreed to such appointment and these parties have now therefore agreed to enter into this agreement for the relevant business.

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

1. DEFINITIONS AND INTERPRETATIONS

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

"Affiliate" with respect to a specified person, shall mean any other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

"Allotment" shall mean the issue and allotment of equity shares pursuant to Fresh Issue and transfer of the respective portion of the offered shares pursuant to the offer for sale to the successful Bidders.

"Agreement" shall mean this agreement or any other agreement as specifically mentioned.

"Applicant" shall mean any prospective Investor who has made an application in accordance with the Prospectus and the Application Form.

"Application" shall mean an indication to make an application during the Application Period by a prospective investor to subscribe for or purchase equity shares at the Offer Price, including all revisions and modifications thereto.

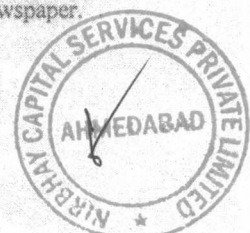
"Bid / Offer Closing Date" shall mean any such date on completion of the application hours after which the Collection Banker will not accept any applications for the Offer, which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional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

3B Films Limited

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"Bid / Offer Opening Date" shall mean any such date on which the Collection Banker 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.

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

"Bid" shall mean an indication to make an Offer during the Bid / Offer Period by a Bidder pursuant to submission of the Bid cum Application Form, to subscribe to or purchase the Equity Shares at a offer price, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations in accordance with the Prospectus and Bid cum Application Form.

"BSE / BSE Limited" shall mean Bombay Stock Exchange of India Limited

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

"Companies Act" shall mean the Companies Act, 1956 and the Companies Act, 2013, along with the rules framed there under to the extant notified as amended from time to time.

"Compulsory Market Making Period" shall mean the period of three (3) years commencing on the date of listing of the equity shares of the company on BSE SME pursuant to Regulation 261 of SEBI (ICDR) Regulations, 2018 as amended from time to time. However, it has been provided that in terms of Regulation 277 of the SEBI ICDR Regulations that a Company may migrate to the main board (in this case being the main board of BSE) and hence for the purpose of this Agreement, when the Company migrates to the main board, there is no requirement of "market making" and hence the compulsory market making period would be reduced to that extent.

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

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

"Draft Prospectus" shall mean the Draft prospectus of the Company which is filed with SME Platform of the BSE Limited in accordance with Section 32 of the Companies Act, 2013 for getting in-principle listing approval.

"Fresh Issue" shall mean issue of upto 37,70,000 Equity shares

"Force Majeure Event" shall mean

- a) a complete break down or dislocation of business in the major financial markets affecting any or all of the cities of New Delhi, Ahmedabad, Mumbai, Kolkata, Chennai as a result of which the success of the offer is likely to be prejudicially affected
- b) declaration of war or occurrence of insurrection, civil commotion or any other serious or sustained financial, political or industrial emergency or disturbance affecting the financial market in any or all of the cities of New Delhi, Ahmedabad, Mumbai, Kolkata, Chennai as a result of which the success of the offer is likely to be materially and adversely affected or
- c) any material adverse change in the international financial or political conditions as a result of which trading generally on the BSE is suspended for a continuous period of more than 2(two) business days or future trading on the BSE is likely to be materially limited or restricted as a result of which the success of the Offer is likely to be materially and adversely affected.

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

"LM/Lead Manager/Merchant Banker" shall mean the Lead Manager to the Offer i.e. NIRBHAY CAPITAL SERVICES PRIVATE LIMITED.

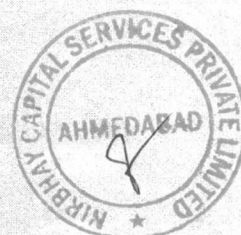
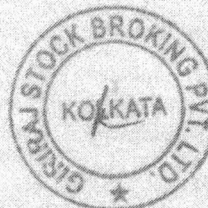
"Offer" shall mean offer of upto 69,70,000 equity shares having face value of Rs. 10/- each ("Equity Shares") comprising of fresh issue of up to 37,70,000 Equity Shares and an offer for sale by selling shareholders of up to 32,00,000 Equity Shares of face value of Rs. 10/- each fully paid up by the Company for cash at a price as per chapter IX of the SEBI(ICDR) Regulations, 2018 at offer price as disclosed in the Prospectus ;

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"Offer Agreement" shall mean agreement dated August 16, 2024 entered between the Issuer Company, Selling Shareholders and Lead Manager.

"Offer for Sale" shall mean offer of upto 32,00,000 Equity shares.

"Offer Price" means price per share as may be determined in accordance with Fixed Price Method as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018 of face value Rs. 10/- each. The Issuer Company in consultation with Lead Manager shall determine the offer price at the time of filing of prospectus with RoC. The Said agreement is to be read along with price and number of equity shares written in the prospectus for all the respective parties of the Agreement.

"Market Maker" shall mean any person who is registered as a Market Maker with SME Platform of the BSE Limited

"Market Maker Reservation Portion" shall mean the reserved portion for the Designated Market Maker of up to 3,50,000 Equity Shares of face value of Rs. 10/- each which shall be at least five per cent of the number of Equity Shares offered to public which shall be determined in accordance with Fixed Price Method as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018.

"Market Making Agreement" shall mean the Agreement entered between the Issuer Company, Selling Shareholders Lead Manager and Market Maker.

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

"Net Offer" shall mean the Offer of equity shares in this Offer excluding Market Maker Reservation Portion.

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

"Offer Documents" shall mean, collectively, the Draft Prospectus, the Application Form, the Prospectus, any Supplemental Offer Materials, including all supplements, corrections, and amendments, thereto as the case may be.

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

"Public Issue Account" shall mean the Public Issue / Offer Account as and when opened by the Issuer Company with a designated Banker to the Issue in order to collect the subscription monies procured from this Offer of Shares.

"Prospectus" shall mean the prospectus of the Company which will be filed with BSE / SEBI / ROC and others in accordance with Section 26 of the Companies Act, 2013 after getting in-principle listing approval but before opening the offer.

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

"Registrar" shall mean Maashila Securities Private Limited (CIN: U67100DL2010PTC208725), a company incorporated under the Companies Act, 1956 and having its registered office at Address 451, Krishna Apra Business Square Netaji Subhash Place, Pitampura, North West, New Delhi, Delhi, India, 110034

"Retail Applicants" shall mean individual Applicants (including HUFs and NRIs) who have applied for Equity Shares for an amount not more than Rs. 2,00,000 in any of the application options in the Offer.

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

"SEBI Act" shall mean the Securities and Exchange Board of India Act, 1992, as amended and as applicable to the Offer.

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

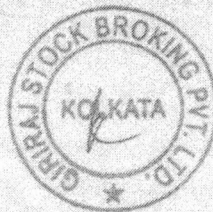
"SME Platform of the BSE / BSE SME" shall mean SME Platform of BSE, approved by SEBI as an SME Exchange for listing of equity shares issued under Chapter IX of the SEBI ICDR Regulations.

"Stock Exchange" shall mean SME Platform of the BSE.

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1.2 In this Agreement, unless the context otherwise requires:

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

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

2. MARKET MAKING:

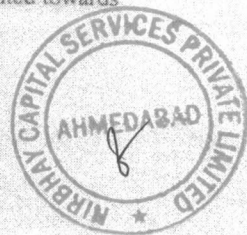
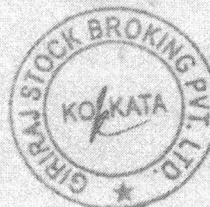
On the basis of the representations and warranties contained in this Agreement and subject to its terms and conditions, the Market Maker hereby agrees to ensure Market Making in the shares of issuer in the manner and on the terms and conditions contained elsewhere in this Agreement and as mentioned below:

- 2.1 The Market Maker shall comply the net worth adequacy requirement specified by the BSE and SEBI regarding this matter from time to time.
- 2.2 The Market Maker will subscribe up to 3,50,000 which shall be at least five per cent of the number of Equity Shares of Face value of Rs. 10/- each offered to public which shall be determined in accordance with fixed price method as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018 being the market making reservation portion at a price specified in the Prospectus. The Market Maker agrees not to withdraw its application and ensure market making in the equity shares of the Company in the manner and on the terms and conditions contained in this agreement and as specified by the SEBI and BSE SME from time to time.
- 2.3 The Market Maker shall be required to provide a 2-way quote for 75% of the time in a day. The same shall be monitored by the Stock Exchange. The spread (difference between the sell and the buy quote) shall not be more than 10% or as specified by the stock exchange from time to time and the same shall be updated in Prospectus. Further, the Market Maker shall inform the Exchange in advance for each and every black out period when the quotes are not being issued by the Market Maker.
- 2.4 The prices quoted by Market Maker shall be in compliance with the Market Maker Spread Requirements and other particulars as specified or as per the requirements of the SME Platform of the BSE and SEBI from time to time.
- 2.5 The Inventory Management and Buying/Selling Quotations and its mechanism shall be as per the relevant circulars issued by SEBI and BSE SME from time to time. There would not be more than five market makers for the Companys' equity shares at any point of time and the Market Maker may compete with other Market Makers for better quotes to the investors.
- 2.6 After completion of the first three months of market making in terms of SEBI Circular No. CIR/MRD/DSA/31/2012 dated November 27, 2012, the market maker shall be exempt from providing buy quote on attaining the prescribed threshold limits (including the mandatory allotment of 5% of equity shares of the Offer). Further, the market maker can offer buy quotes only after the market maker complies with prescribed re-entry threshold limits. Only those equity shares which have been acquired by the Market Maker on the platform of the SME Exchange during the market making process shall be counted towards

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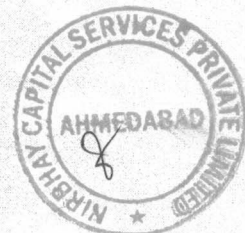
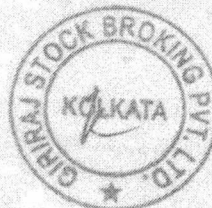


- the Market Makers' threshold. As soon as the shares of market maker in our company reduce to 24%, the market maker will resume providing 2 way quote.
- 2.7 The minimum depth of the quote shall be Rs. 1,00,000/-. However, the investors with holdings of value less than Rs. 1,00,000/- shall be allowed to Offer their holding to the Market Maker in that scrip provided that he sells his entire holding in that scrip in one lot along with a declaration to the effect to the selling broker.
 - 2.8 The Market Maker shall not sell in lots less than the minimum contract size allowed for trading on the SME Platform of the BSE Limited. (The lot size will be based as per SEBI circular dated February 21, 2012 on determination of Price. The same will be disclosed in Prospectus / Price Advertisement)
 - 2.9 Execution of the order at the quoted price and quantity must be guaranteed by the Market Maker, for the quotes given by him. There would not be more than five (5) market makers for a scrip of the Company at any point of time. These would be selected on the basis of objective criteria to be evolved by the exchange which would include capital adequacy, networth, infrastructure, minimum volume of business etc. The market makers may compete with other market maker for better quotes to the investors. At this stage, GSBPL is acting as the sole market maker.
 - 2.10 The Market Maker shall start providing quotes from the day of the listing / the day when designated as the Market Maker for the respective scrip and shall be subject to the guidelines laid down for market making by the exchange.
 - 2.11 The shares of the company will be traded in continuous trading session from the time and day the company gets listed on SME Platform of the BSE and market maker will remain present as per the guidelines mentioned under BSE and SEBI circulars.
 - 2.12 The Market Maker may be allowed to withdraw temporarily / fully from the market under special circumstances – for instance due to system problems, any other problems. All controllable reasons will require prior approval from the Exchange, while *force-majeure* will be applicable for non-controllable reasons. The decision of the Exchange for deciding controllable and non-controllable reasons would be final.
 - 2.13 The Market Maker shall not buy the shares from the promoters or persons belonging to promoter group of Issuer Company or any person who has acquired shares from such promoter or person belonging to promoter group, during the compulsory market making period.
 - 2.14 The promoter's holding of Issuer Company shall not be eligible for issuing of Market Makers during the compulsory Market Making period. However, the promoters holding of Issuer Company which is not locked in as per SEBI (ICDR) Regulations can be traded with prior permission of the Bombay Stock Exchange of India Limited in the manner specified by SEBI from time to time.
 - 2.15 The Lead Manager if required has a right to appoint a nominee director on the Board of the Issuer Company any time during the compulsory Market Making period provided it meets requirements of the SEBI (ICDR) Regulations 2018.
 - 2.16 The Market Maker shall not be responsible to maintain the price of the shares of the Issuer Company at any particular level and is purely supposed to facilitate liquidity on the counter of Issuer Company via its 2-way quotes. The price shall be determined and be subject to market forces.
 - 2.17 Bombay Stock Exchange of India Limited will have all margins which are applicable on the BSE Main Board viz., Mark-to-Market, Value-At-Risk (VAR) Margin, Extreme Loss Margin, Special Margins and Base Minimum Capital etc. Bombay Stock Exchange of India Limited can impose any other margins as deemed necessary from time-to-time.
 - 2.18 The Market Maker shall be liable for punitive action in case of default. Bombay Stock Exchange of India Limited will monitor the obligations on a real time basis and punitive action will be initiated for any exceptions and/or non-compliances. Penalties / fines may be imposed by the Exchange on the Market Maker, in case he is not able to provide the desired liquidity in a particular security as per the specified guidelines. These penalties / fines will be set by the Exchange from time to time. The Exchange will impose a penalty on the Market Maker in case they are not present in the market (issuing two-way quotes) for at least 75% of the time. The nature of the penalty will be monetary as well as suspension in market making activities / trading membership. The Department of Surveillance and Supervision of the Exchange would decide and publish the penalties / fines / suspension for any type of misconduct/ manipulation/ other irregularities by the Market Maker from time to time.

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2.19 Further, the following shall apply to market maker while managing their inventory during the process of market making:

- The exemption from threshold as per table below shall not be applicable for the first three months of market making and the market maker shall be required to provide two-way quotes during this period irrespective of the level of holding.
- Threshold for market making as per table below will be inclusive of mandatory inventory of 5% of offer size at the time of allotment in the Offer.
- Any initial holdings over and above such 5% of Offer size would not be counted towards the inventory levels prescribed.
- Apart from the above mandatory inventory, only those shares which have been acquired on the platform of the exchange during market making process shall be counted towards the Market Maker's threshold.
- Threshold limit will take into consideration, the inventory level across market maker.
- The market maker shall give two-way quotes till he reaches the upper limit threshold, thereafter he has the option to give only sell quotes.
- Two-way quotes shall be resumed the moment inventory reaches the prescribed re-entry threshold.
- In view of the market making obligation, there shall be no exemption / threshold on downside. However, in the event the market maker exhausts his inventory through market making process on the platform of the exchange, the concerned stock exchange may intimate the same to SEBI after due verification.
- Price Band and Spreads: SEBI Circular bearing reference no. CIR/MRD/DP/02/2012 dated January 20, 2012 has laid down that for Issue size up to Rs. 250 Crore, the applicable price bands for the first day shall be
 - In case equilibrium price is discovered in the Call Auction, the price band in the normal trading session shall be 5% of the equilibrium price.
 - In case equilibrium price is not discovered in the call auction, the price band in the normal trading session shall be 5% of the offer price

Additionally, the trading shall take place in TFT segment for first 10 days from commencement of trading. The price band shall be 20% and Market Maker spread (difference between the sell and buy quote) shall be within 10% or as intimated by Exchange from time to time.

The following spread will be applicable on the BSE SME

Sr. No.	Market Price Slab (In Rs)	Proposed Spread (In% to sale price)
1	Upto 50	9
2	50 to 75	8
3	75 to 100	6
4	Above 100	5

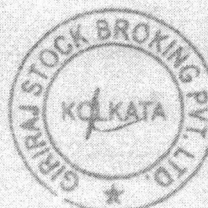
Pursuant to SEBI circular number CIR/MRD/DSA/31/2012 dated November 27, 2012, limit on the upper side for market makers during market making process has been made applicable based on the offer size and as follows

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

3B Films Limited

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- j. The market making arrangement, trading and other related aspects including all those specified above shall be subject to the applicable provisions of law and/or norms issued by SEBI/BSE from time to time
- k. All the above mentioned conditions and systems regarding the market making arrangement are subject to change based on changes or additional regulations and guidelines from SEBI and Stock Exchange from time to time
- l. On the first day of listing, there will be a pre-open session (Call Auction) and there after trading will happen as per the equity market hours. The Circuits will apply from the first day of the listing on the discovered price during the pre-open call auction. The securities of the Company will be placed in SPOS and would remain in trade for trade settlement for 10 days from the date of listing of equity shares on the stock exchange.

3. REPRESENTATIONS AND WARRANTIES BY THE MARKET MAKER:

- 3.1 In addition to any representations of the Market Maker under the Registration Documents filed with the SME Platform of the BSE the Market Maker hereby represents and warrants that:
 - a. it has taken all necessary actions to authorize the signing and delivery of this agreement;
 - b. the signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Market Maker;
 - c. it will comply with all of its respective obligations set forth in this Agreement;
 - d. it will ensure compliance with the applicable laws and rules laid down by the SEBI and SME Platform of the BSE w.r.t Market Making in general and Market Making in shares of Issuer Company in specific;
 - e. it shall follow fair trade price practices and abide by the code of conducts and ethical standards specified by SEBI, Stock Exchange and other related associations from time to time.
 - 3.2 Giriraj Stock Broking Private Limited shall not buy the Equity Shares from the Promoters or persons belonging to the Promoter Group of Issuer Company or any person who has acquired Equity Shares from such Promoter or person belonging to Promoter Group during the compulsory market making period.
 - 3.3 Giriraj Stock Broking Private Limited shall comply with all applicable by-laws, laws, rules, guidelines and regulations for the term of this Agreement.
- The Market Maker acknowledges that it is under a duty to notify Lead Manager and the SME Platform of the BSE immediately in case it becomes aware of any breach of a representation or a warranty.

4. REPRESENTATIONS AND WARRANTIES BY THE LEAD MANAGER:

- 4.1. In addition to any representations of the Lead Manager under the Due Diligence Certificate, the Lead Manager hereby represents and warrants that:
 - a. it has taken all necessary actions to authorize the signing and delivery of this agreement;
 - b. the signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Lead Manager;
 - c. it will comply with all of its respective obligations set forth in this Agreement;
 - d. it will ensure compliance with the applicable laws and rules laid down by the SEBI and Bombay Stock Exchange of India Limited w.r.t role of the Lead Manager in the Market Making process in general and Market Making process in the shares of Issuer Company in specific;
 - e. it shall follow fair trade price practices and abide by the code of conducts and ethical standards specified by SEBI, Stock Exchange and other related associations from time to time.
- 4.2. The Lead Manager acknowledges that it is under a duty to notify Market Maker and the Bombay Stock Exchange of India Limited immediately in case it becomes aware of any breach of a representation or a warranty.

3B Films Limited

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- 4.3. Notwithstanding the above, the Lead Manager shall not be responsible for market price movements and the orders which would be executed by the Market Maker in the scrip of the Issuer Company. As per the SEBI (ICDR) Regulations, the responsibility of the Lead Manager shall be to ensure continuity of Market Maker for the period specified thereunder and the Lead Manager shall not in any way get involved in day-to-day trading, pricing or similar operational matters.

5. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY:

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

6. CONDITIONS TO THE MARKET MAKER OBLIGATIONS:

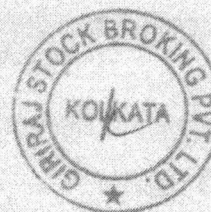
- 6.1. The several obligations of the Market Maker under this Agreement are subject to the following conditions:
- Subsequent to the execution and delivery of this Agreement and prior to the Listing Date there shall not have occurred any regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, the Bombay Stock Exchange of India Limited or any other governmental, regulatory or judicial authority that, in the judgment of the Market Maker, is material and adverse and that makes it, the judgment of the Market Maker, impracticable to carry out Market Making.
 - The representation and warranties of the Lead Manager and Issuer Company contained in this Agreement shall be true and correct on and as of the Listing Date and both these parties shall have complied with all the conditions and obligations under this Agreement on its part to be performed or satisfied on or before the listing date.
 - The Market Maker shall have received evidence satisfactory to them that the Issuer Company has been granted final listing approval by the Bombay Stock Exchange of India Limited and that such approvals are full in force and affects as of the Listing Date.
 - Prior to the Listing Date, the Lead Manager and the Issuer Company shall have furnished to the Market Maker such further information, certificates, documents and materials as the Market Maker shall reasonably request in writing.
 - Subsequent to the Listing date and without having served the notice period required to terminate this agreement, the Market Maker shall not be released from its obligations in any situation, except for technical failures or Force Majeure Event. In case of technical failure or force majeure event occurring due to the Market Maker own systems, the Market Maker shall inform the Lead Manager, Issuer Company and Bombay Stock Exchange of India Limited immediately and take necessary actions to correct this failure upon discovery.
- 6.2. If any conditions specified in 6.1 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Market Maker by written notice to the Lead Manager any time on or prior to the Listing Date; provided, however, that this Clause 6.2, Clauses 3, 4, 5, 6.3, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Agreement.
- 6.3. In case of termination of the agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the Lead Manager to arrange for another Market Maker in replacement during the term of notice period being served by the Market Maker but prior to the date of releasing the existing Market Maker from its duties in order to ensure compliance with the requirements of regulation 261 of the SEBI (ICDR) Regulations, 2018. In such a case, revised agreement like this one shall have to be entered into and this too shall be the responsibility of the Lead Manager. However, certain terms and

3B Films Limited

[Signature]
Authorised Signatory

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[Signature]



conditions may be modified on mutual consent of the Issuer Company and the Lead Manager, subject to such modifications being legal and allowed under the then applicable laws, rules and regulations.

7. MARKET MAKING FEES AND OTHER RELATED ARRANGEMENTS:

- 7.1. The Issuer Company shall pay the Market Maker the fees and commissions as per Schedule A in respect of the obligations undertaken by the Market Maker in this Agreement. Such aggregate fees shall be divided in the manner set forth in Schedule A and will be paid to the Market Maker or such other persons as directed by the Market Maker from time to time.
- 7.2. The Issuer Company and / or the Lead Manager shall not bear any other expenses or losses, if any, incurred by the Market Maker in order to fulfil its Market Making Obligations, except for the fees/commissions etc. mentioned in Schedule A of this Agreement.

8. INDEMNITY:

The Issuer Company shall indemnify and keep indemnified, the Lead Manager, and Market Maker for its own account and their respective affiliates and all the respective directors, officers, employees, professionals, duly authorised agents and controlling persons (Each an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the Draft Prospectus and Prospectus or omission or alleged omission there from of a material fact necessary in order to make the statements therein in light of the circumstances under which they were made not misleading, or which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the wilful default or gross negligence on the part of the Company.

Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings. Provided however that the Issuer Company will not be liable to the Lead Manager and Market Maker to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from any of the Lead Manager and / or the Market Maker jointly or severally, as the case may be, and/or as a result of bad faith or gross negligence or wilful misconduct, illegal or fraudulent acts, in performing the services under this Agreement and/or under the Offer Agreement entered into by the Issuer Company with the Lead Manager confirming the engagement of the Lead Manager to manage the Offer.

The Market Maker shall indemnify and keep indemnified the lead manager and company for its own account and their respective affiliates and all respective directors, officers, employees, professionals, duly authorised agents and controlling persons (Each an "Indemnified Party") from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to failure to make minimum market making requirement from time to time which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the wilful default or gross negligence on the part of the Market Maker.

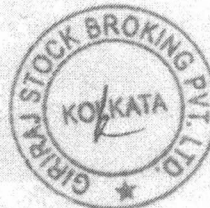
9. TERM AND TERMINATION:

- 9.1. The Market Maker's engagement shall commence with effect from the date of this Agreement, and shall, unless terminated earlier, remain in force for a minimum period of three (3) years from the date of listing of the Equity Shares pursuant to the Offer. Once the Market Maker is registered, the Market Maker shall mandatorily act in the capacity as the market makers for a minimum period of three (3) months plus one (1) months' notice to Bombay Stock Exchange of India Limited. In case the Market Maker gets deregistered as a Market Maker within 3 years from the date of listing of Equity Shares, Issuer Company in consultation with Lead Manager shall then be responsible to appoint a replacement Market Maker on mutually acceptable terms.
- 9.2. The Market Maker shall be allowed to terminate this Agreement by giving a written notice to the Lead Manager, six month prior to the date from which he wishes to discontinue his services. Provided however that, if the Lead Manager agrees to the same, the notice period may be reduced in order to provide mutual comfort. Provided further that, the Market Maker may be replaced with a successor Market Maker, which is acceptable to Bombay Stock Exchange of India Limited, the Lead Manager and the Issuer Company from time to time.

3B Films Limited

[Signature]
Authorised Signatory

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- 9.3. Notwithstanding Clause 9.2, the Lead Manager may terminate this agreement with immediate effect in case of a material event pertaining to the Market Maker, which in view of the Lead Manager, affects the ability of the Market Maker to carry out his obligations or negatively affects the goodwill of the Issuer Company.
- 9.4. The Lead Manager agrees to consult with the Market Maker, to the extent practicable, prior to exercising its right to terminate this Agreement on the occurrence of a Material event as specified above, it being acknowledged by the Market Maker that the exercise of the right to terminate this Agreement on such an occurrence is at the absolute discretion of the Lead Manager.
- 9.5. The provisions of Clauses 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 shall survive the termination of this Agreement.
- 9.6. In case of termination of the agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the Lead Manager to arrange another Market Maker in replacement during the term of the notice period being served by the current Market Makers (i.e. Giriraj Stock Broking Private Limited) but prior to the date of releasing the existing Market Maker from its duties in order to ensure compliance with the requirements of regulation 261 of the SEBI (ICDR) Regulations, 2018. In such a case, revised agreement like this one shall have to be entered into and this too shall be the responsibility of the Lead Manager. However, certain terms and conditions may be modified on mutual consent of the Issuer Company and the Lead Manager, subject to such modifications being legal and allowed under the applicable laws, rules and regulations.
- 9.7. It is agreed between the Parties hereto that in the event of the Issuer Company migrating to the Main Board of Bombay Stock Exchange of India Limited, during the Compulsory Market Making Period, this Agreement shall stand terminated and the Market Maker shall no longer be obliged to provide the Issuer Company any market making services.

10. NOTICES

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

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

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

Website: www.nirbhaycapital.com

Contact Person: Mr. Bharat Shah

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

GIRIRAJ STOCK BROKING PRIVATE LIMITED

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

Tel: +91 9547473969

Email: girirajstock@yahoo.com

Website: www.girirajstock.com

Contact Person: Mr. Kuntal Laha

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

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

Website: www.3bfilms.com

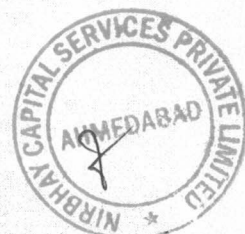
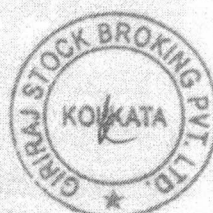
Contact Person: Mr. Ashok Babariya

If notices to the Selling Shareholders, deliver to it at:

3B Films Limited

[Signature]
Authorised Signatory

[Signature]
[Signature]



As per Annexure A

11. TIME IS THE ESSENCE OF THE AGREEMENT:

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

12. SEVERAL OBLIGATIONS

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

13. MISCELLANEOUS OBLIGATIONS:

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

14. GOVERNING LAW AND JURISDICTION:

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

15. ARBITRATION:

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

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

16. 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.

17. SEVERABILITY:

If any provisions of this agreement or application of any such provision to any person or set of circumstances is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provisions or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect. Market Maker, Lead Manager and Issuer Company shall endeavour in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

3B Films Limited

Abhishek Bhatnagar
Authorised Signatory

Abhishek Bhatnagar

Abhishek

C. Bhatnagar

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18. COUNTERPARTS:

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

19. CUMULATIVE REMEDIES:

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

20. ILLEGALITY:

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

21. CONFIDENTIALITY:

The Parties shall keep all information confidential which will be shared by the other Parties during the course of this Agreement for a period of three (3) years from the end of the Bid/Offer Period and shall not disclose such confidential information to any third party without prior permission of the respective Party, except where such information is in public domain other than by reason of breach of this clause or when required by law, regulation or legal process or statutory requirement or by any governmental authority or by stock exchanges to disclose the same. The terms of confidentiality clause shall survive the termination of the Agreement for reasons whatsoever.

22. ASSIGNMENT:

No party may assign any rights under this Agreement without the consent of the party against whom the right operates. No provision of this Agreement may be varied without the consent of the Lead Manager. The Market Maker hereby certifies and consents to act as Market Maker to the aforesaid Offer and to his name being inserted as Market Maker in the Draft Prospectus, Prospectus and Information Memorandum which the Issuer Company intends to offer in respect of the proposed offering and hereby authorize the Issuer Company to deliver this Agreement to SEBI and the Stock Exchange.

23. MISCELLANEOUS:

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

3B Firms Limited

Abhishek Bhatnagar
Authorised Signatory

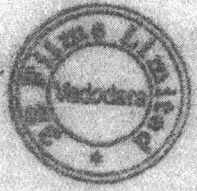
Abhishek Bhatnagar

Abhishek

Abhishek



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

For and on behalf of 3B FILMS LIMITED  <i>Ashok Babariya</i> Name: Mr. Ashok Babariya Designation: Chairman & Managing Director (DIN: 03363509)	Witness Name: Bhadesh Shah Address: E-103, Shikhar-2 Behind Gorwa ITI, Vadodra-390016 Signature: <i>BSh</i>
For, SELLING SHAREHOLDER(S): <i>Ashok Babariya</i> (Ashokbhai Dhanjibhai Babariya) <i>Mukesh Babariya</i> (Mukesh Dhanjibhai Babariya) <i>Gutabhen Nitin Babariya</i> (Gutabhen Nitin Babariya)	Witness Name: Bhadesh Shah Address: E-103, Shikhar-2 Behind Gorwa ITI, Vadodra-390016 Signature: <i>BSh</i>
For and on behalf of NIRBHAY CAPITAL SERVICES PRIVATE LIMITED  <i>Bharat Shah</i> Name: Mr. Bharat Shah Designation: Managing Director (DIN: 00587810)	Witness Name: <i>Kuntal Laha</i> Address: <i>B-H. 3rd floor, Appasman, N. Ch. J. Road, Bikaner, A'bad-334001</i> Signature: <i>Kuntal Laha</i>
For and on behalf of GIRIRAJ STOCK BROKING PRIVATE LIMITED  <i>Kuntal Laha</i> Name: Mr. Kuntal Laha Designation: Director (DIN: 08086873)	Witness Name: SOURAV KUMAR Address: <i>Sarberia, Sector 24 Ph-2-743285</i> Signature: <i>Sourav Kumar</i>

SCHEDULE A

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

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

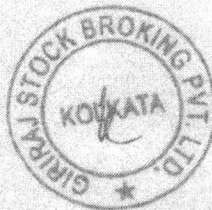
3B Films Limited

Ashutosh B. S.
Authorised Signatory

Ashutosh B. S.

ObB. S.

G. W. S.



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	904, 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

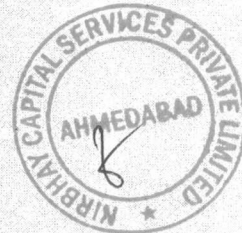
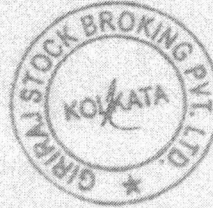
3B Films Limited

Ashok B. Senani
Authorised Signatory

Ashok B. Senani

Ashok B. Senani

Ashok B. Senani



DATED APRIL 23, 2025

AMENDMENT TO MARKET MAKING AGREEMENT DATED FEBRUARY 14, 2025

BY AND AMONG

3B FILMS LIMITED

(Issuer Company)

AND

SELLING SHAREHOLDERS

(As Per Annexure A)

AND

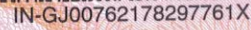
NIRBHAY CAPITAL SERVICES PRIVATE LIMITED

(Lead Manager)

AND

GIRIRAJ STOCK BROKING PRIVATE LIMITED

(Market Maker)



INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹600

600 600 600 600 600

Certificate No.	IN-GJ00762178297761X
Certificate Issued Date	22-Apr-2025 05:46 PM
Account Reference	CSCACC (GV)/ gjcsceg07/ GJ-BAAJA0336/ GJ-BA
Unique Doc. Reference	SUBIN-GJGJCSCEG0711055482583631X
Purchased by	HARPALSINH YADAV
Description of Document	Article 5(h) Agreement (not otherwise provided for)
Description	MARKET MAKING AGREEMENT
Consideration Price (Rs.)	0 (Zero)
First Party	3B FILMS LIMITED
Second Party	NIRBHAY CAPITAL SERVICES PRIVATE LIMITED AND OTHER
Stamp Duty Paid By	3B FILMS LIMITED
Stamp Duty Amount(Rs.)	600 (Six Hundred only)

Amir Bekari
Ob Bekari
Amir Bekari.



IN-GJ00762178297761X

GG 0001324708

Statutory Alert:

Statutory Alert:

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

AMENDMENT TO THE MARKET MAKER AGREEMENT

This AMENDMENT AGREEMENT is made on this April 23, 2025 ("AMENDMENT AGREEMENT"), AMONGST:

3B FILMS LIMITED (CIN: U25200GJ2014PLC080685), a Company registered under provisions of the Companies Act, 2013, as amended ("Companies Act") 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 "**3B FILMS**" or "**Issuer**" or the "**Company**") 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

PROMOTER SELLING SHAREHOLDERS, as set out in 'Annexure A' of this Agreement (hereinafter referred to individually as "**Selling Shareholder**" and collectively as the "**Selling Shareholders**", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns), of the **SECOND PART**

AND

NIRBHAY CAPITAL SERVICES PRIVATE LIMITED (CIN: U67120GJ2006PTC047985), a company registered under the Companies Act, 1956 and having SEBI Registration Number INM000011393 and having its registered office at 201, Maruti Crystal, Opp. Rajpath Club, S.G. Highway, Bodakdev, Ahmedabad-380054, Gujarat, India, represented by Mr. Bharat Shah (DIN: 00587810) (hereinafter referred to as "**NIRBHAY**" and further "**NIRBHAY**" referred as "**LM**" "**Lead Manager**" or "**NCSPL**" as the case may be, which expression shall unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

AND

GIRIRAJ STOCK BROKING PRIVATE LIMITED (CIN: U65100WB2005PTC101507), a Company incorporated under Companies Act, 1956, having SEBI Registration Number INZ000212638 and registered Market Maker in SME Segment of BSE Limited (Registration No. SMEMM0655127012022) and having its registered office at 4, Fairlie Place, HMP House, 4th Floor, Suite No- 421A, Kolkata- 700001, West Bengal, India represented by Mr. Kuntal Laha (DIN: 08086873) (hereinafter referred as "**GSBPL**" or "**Market Maker**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FOURTH PART**;

In this Agreement:

- (i) NIRBHAY CAPITAL SERVICES PRIVATE LIMITED shall be referred to as "Lead Manager" or "LM".
- (ii) 3B FILMS LIMITED referred to as "Company" / "Issuer"
- (iii) GIRIRAJ STOCK BROKING PRIVATE LIMITED referred to as "Market Maker"
- (iv) The Company, the Selling Shareholders, the LM, Market Maker are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

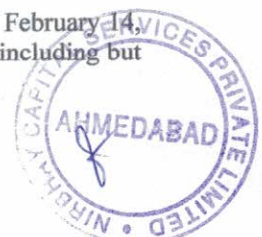
(A) Subject to market conditions, receipt of necessary approvals, and other relevant considerations, the Company has decided to undertake a public offering of Equity Shares and filed its Draft Prospectus with BSE Limited (SME Exchange) on November 12, 2024, through the Lead Manager to the Offer (the "LM") to undertake an initial public offering (IPO) of up to 69,70,000 Equity Shares with a face value of Rs. 10/- each. The offering will consist of a Fresh Issue of up to 37,70,000 Equity Shares (the "Fresh Issue") and an Offer for Sale by Promoter Selling Shareholders of up to 32,00,000 Equity Shares (the "OFS") for cash at a price to be determined in accordance with the Fixed Price Method, as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018

(B) In furtherance of the proposed IPO, the Parties executed the Market Maker Agreement dated February 14, 2025 (the "Market Maker Agreement"), wherein they agreed to certain terms and conditions including but



Signature of Ashokbhai Dhanjibhai Babariya
Signature of Ashokbhai Dhanjibhai Babariya

2 *Signature of Ashokbhai Dhanjibhai Babariya*



not limited to the terms and conditions of the Market Making, obligations of Market Maker and Market Maker Reservation Portion with respect to Market Making of the Company's Equity Shares post listing with BSE Limited.

- (C) The Company received In-Principle approval from BSE Limited on February 28, 2025, with respect to the filing of the Draft Prospectus.
- (D) Following consultations with the Lead Manager, the Company has now finalized the number of equity shares and the offer price for the said Initial Public Offering. The said offering will consist of 67,50,000 Equity Shares with a face value of Rs. 10/- each, including a Fresh Issue of 35,52,000 Equity Shares (the "Fresh Issue") and an Offer for Sale by Promoter Selling Shareholders of 31,98,000 Equity Shares (the "OFS"). The shares will be offered for cash at a fixed price of Rs. 50, determined in accordance with the Fixed Price Method, as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
- (E) In light of the above developments, the Parties have agreed to amend certain terms of the Market Maker Agreement. These amendments are being documented in this Amendment Agreement.

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

1. DEFINITIONS

In this Amendment Agreement, unless the context otherwise requires, capitalized terms used in this Amendment Agreement that are not specifically defined herein, shall have the meaning assigned to them in the Market Maker Agreement.

2. AMENDMENTS TO THE MARKET MAKER AGREEMENT

2.1 The below definitions as mentioned in the Clause 1.1 of the Market Maker Agreement shall be replaced with the following definitions.

"Fresh Issue" shall mean issue of 35,52,000 Equity shares

"Offer" shall mean offer of 67,50,000 equity shares having face value of Rs. 10/- each ("Equity Shares") comprising of fresh issue of 35,52,000 Equity Shares and an offer for sale by selling shareholders of 31,98,000 Equity Shares of face value of Rs. 10/- each fully paid up by the Company for cash at the offer price Rs. 50 per equity shares as per chapter IX of the SEBI(ICDR) Regulations, 2018;

"Offer for Sale" shall means offer of 31,98,000 Equity shares.

"Offer Price" means Rs. 50 per share as determined in accordance with Fixed Price Method as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018 of face value Rs. 10/- each as decided by the Company in consultation with Lead Manager.

"Market Maker Reservation Portion" shall mean the reserved portion for the Designated Market Maker of 3,42,000 Equity Shares of face value of Rs. 10/- each which shall be 5.07% of 67,50,000 Equity Shares offered to public as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018.

2.2 The Clause 2.2 as mentioned in the Market Maker Agreement shall be replaced with the following Clause:

2.2 The Market Maker will subscribe 3,42,000 which shall be 5.07% of the number of Equity Shares of Face value of Rs. 10/- each offered to public as determined in accordance with fixed price method as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018 being the market making reservation portion at a price of Rs. 50/- per equity shares as decided by the Company in the consultation with Lead Manager. The Market Maker agrees not to withdraw its application and ensure market making in the equity shares of the Company in the manner and on the terms and conditions contained in this agreement and as specified by the SEBI and BSE SME from time to time.



Handwritten signatures and initials:
3



3. MISCELLANEOUS

3.1 Each Party to this Amendment Agreement represents and warrants that Term which refer to word "Fresh Issue", "Offer", "Offer for Sale", "Offer Price" and "Market Maker Reservation Portion" at any place in the Market Maker Agreement shall be construed as defined in above Clause 2.1 and 2.2 respectively of this amendment agreement.

3.2 Each Party to this Amendment Agreement represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement with respect to the matters stated herein.

3.2. The Market Maker Agreement shall stand modified to the extent stated in this Amendment Agreement only. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Market Maker Agreement shall remain unchanged and shall continue in full force and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof.

3.3. In the event of conflict between the provisions of the Market Maker Agreement and the Amendment Agreement in respect of the subject matter hereof, the provisions of the Amendment Agreement shall prevail. In all other instances of conflict between the provisions of this Amendment Agreement and the Market Maker Agreement, the provisions of the Market Maker Agreement shall prevail.

3.4. No addition to, variation, novation or agreed cancellation of any provision of this Amendment Agreement shall be binding upon the Parties unless made in writing and duly executed by or on behalf of the Parties.

3.5. Unless the context otherwise requires, any reference to the Market Maker Agreement shall be construed to mean the Market Maker Agreement as amended by this Amendment Agreement and that this Amendment Agreement shall be read in conjunction with the Market Maker Agreement and shall constitute the entire understanding between the Parties with respect to the subject matter hereof.

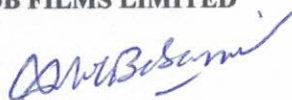
3.6. This Amendment Agreement and the rights and obligations of the Parties are governed by, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India, subject to the Market Maker Agreement.

3.7. This Amendment Agreement may be executed in one or more counterparts/originals including counterparts/originals transmitted electronically, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.

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

For and on behalf of

3B FILMS LIMITED



Name: Mr. Ashok Babariya

Designation: Chairman & Managing Director

(DIN: 03363509)

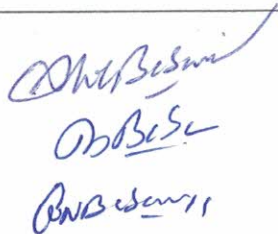


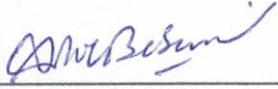
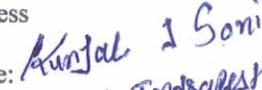
Witness

Name: Bhadresh Shah

Address: E-103, Shikhar 2,
B/H Gorwa ITI,
Vadodara- 390016

Signature:



For, SELLING SHAREHOLDERS:-  (Ashokbhai Dhanjibhai Babariya)  (Mukesh Dhanjibhai Babariya)  (Gulabben Nitin Babariya)	Witness Name: Bhadresh Shah Address: E-103, Shikhar 2, B/H Gorwa ITI, Vadodara- 390016 Signature: 
For and on behalf of NIRBHAY CAPITAL SERVICES PRIVATE LIMITED  Name: Mr. Bharat Shah Designation: Managing Director (DIN: 00587810) 	Witness Name:  Address: B-12, Indrakesh Appasmit, Beldakher Albad - 380014 Signature: 
For and on behalf of GIRIRAJ STOCK BROKING PRIVATE LIMITED  Name: Mr. Kuntal Laha Designation: Director (DIN: 08086873) 	Witness Name: SOURAV KUMAR Address: Sanberia, South 24PK5 - 743385 Signature: 



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	10,68,000 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	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.	10,65,000 Equity Shares	Dish127vish@yahoo.com	28.06.2024



Mr. Babariya
Mr. Babariya
Mr. Babariya

