



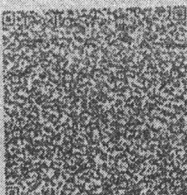
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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ48493940051919X
Certificate Issued Date : 31-Jan-2025 12:39 PM
Account Reference : IMPACC (AC)/ gj13188311/ BARODA/ GJ-BA
Unique Doc. Reference : SUBIN-GJGJ1318831108859327481068X
Purchased by : HARPALSINH YADAV
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : 3B FILMS LIMITED
Second Party : NIRBHAY CAPITAL SERVICES PVT LTD AND OTHERS
Stamp Duty Paid By : 3B FILMS LIMITED
Stamp Duty Amount(Rs.) : 600
(Six Hundred only)

3B Films Limited
Authorised Signatory
Golben

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sachestamp.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.
Attention: The authenticity is on the users of the certificate.

**UNDERWRITING 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" / "Underwriter")

AND

GIRIRAJ STOCK BROKING PRIVATE LIMITED

("Underwriter")

UNDERWRITING AGREEMENT FOR THE INITIAL PUBLIC OFFER BY 3B FILMS LIMITED ON SME PLATFORM OF BSE

This Underwriter agreement is made and entered into at Vadodara on this Friday of February 14, 2025 between:

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 incorporated under 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" "NCSPL" or "Lead Manager", "LM" and "Underwriter", 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

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 "Underwriter", 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 "NIRBHAY" or "Lead Manager" and "Underwriter",
- (ii) **GIRIRAJ STOCK BROKING PRIVATE LIMITED** referred to as "Underwriter"
- (iii) **3B FILMS LIMITED** referred to as "Company" / "Issuer"
- (iv) **Promoter Selling Shareholders as mentioned in Annexure A** are collectively referred to as the "Selling Shareholders" and individually as a "Selling Shareholder".
- (v) The Company, the Selling Shareholders, the Lead Manager and /or Underwriter(s) are collectively referred to as the "Parties" and individually as a "Party".

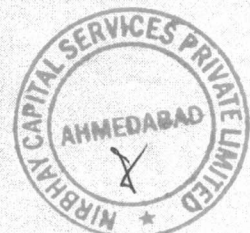
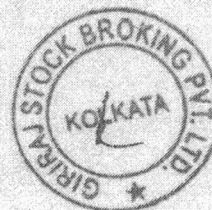
WHEREAS:

- A. The Company propose to undertake an initial public offering of upto 69,70,000 Equity Shares of face value of Rs. 10/- each consisting of Fresh Issue of upto 37,70,000 Equity Shares ("Fresh Issue") and Offer for Sale by Promoters selling shareholders upto 32,00,000 Equity Shares ("OFS") (the offer for sale together with fresh issue hereinafter refer as "Offer") for cash at price and the amount of Offer to be determined in

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accordance with Fixed Price Method ("Fixed Price Issue Process") as defined under Securities Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

- B. The Equity Shares to be allotted in this Offer comprises a net offer to the public and reserved portion for the Market Maker 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 ("Fixed Price Issue Process") as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018. The net offer to public shall comprise of Offer to Retail Individual Investors and Other than Retail Individual Investors.
- C. The Selling Shareholders have intimated their intention to participate in the Offer for Sale by contributing a portion of their equity shareholding in the Company (the "Offer Shares"), as mentioned in the Annexure A:
- D. The Offer shall be conducted through Fixed Price Method ("Fixed Price Issue Process") pursuant to the SEBI (ICDR) Regulations, 2018 as amended.
- E. 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, 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 Issuing and to do all acts, deeds or things as may be required.
- F. The Company has applied for in-principle approval letter from BSE for insertion of its name in the Prospectus and shall be applying for listing of its Equity Shares on SME Platform of BSE.
- G. The Company has appointed Nirbhay Capital Services Private Limited to manage the Offer as the Lead Manager and Nirbhay Capital Services Private Limited has accepted the engagement in terms of their Agreement dated August 16, 2024, as amended, subject to the terms and conditions set forth therein.
- H. One of the requirements of offering shares to the public in accordance with the Chapter IX of the SEBI ICDR Regulations, 2018 as specified in the Regulation 260 of the said Regulation is that the Offer shall be hundred percent underwritten and that the lead manager shall underwrite atleast 15% of the Offer.
- I. With reference to above requirement, the Company has approached Lead Manager and Giriraj Stock Broking Private Limited ("GSBPL") in consultation with Lead Manager to act as the Underwriters for this Offer.
- J. Lead Manager Nirbhay Capital Services Private Limited ("NCSPL") Registered Merchant Banker (Category I) having SEBI Registration No. INM000011393. The Issuer Company has approached NCSPL for being appointed as Lead Manager, the NCSPL being Lead Manager underwrites 15% of the Offer Size on their own account as per Regulation 260 of SEBI ICDR Regulations, 2018. NCSPL has accepted such underwriting obligation and confirm that there is no conflict of interest arising from such transaction or arrangement.
- K. Giriraj Stock Broking Private Limited ("GSBPL"), is a Stock Broker having SEBI Registration Number INZ000212638. The Issuer Company has approached GSBPL for being appointed as Underwriter and GSBPL has accepted such underwriting obligation for the remaining 85% portion of the Offer Size and confirm that there is no conflict of interest arising from such transaction or arrangement. Hence GSBPL shall act as underwriter to public offer to this remaining portion (85%) of the Offer Size.
- L. Hence, Lead Manager and GSBPL shall act as Underwriter(s) to this Offer and all the parties herein have therefore agreed to enter into this Agreement for the purpose of underwriting and amongst the other things as required under Regulation 14 of SEBI (Underwriter) Regulations, 1993 as amended.

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 the 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.

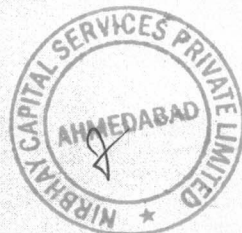
Allotment" shall mean the issue and allotment of equity shares pursuant to Fresh Issue to successful Applicants and transfer of the respective portion of the offered shares pursuant to the offer for sale to the successful Bidders.

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

Applicant" shall mean any prospective Investor who has made an application in accordance with the Draft Red herring prospectus/ Red Herring Prospectus and/or the Prospectus.

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

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

"Bid/ Offer / Issue 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 / Issue 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.

"Bidder" means any prospective investor who makes a Bid pursuant to the terms of the Prospectus and the Bid Cum Application Forms;

"BSE" shall mean Bombay Stock Exchange of India Limited a recognized stock exchange having nationwide terminals.

"BSE SME Platform" shall mean the separate platform for listing companies which have issued shares or match the relevant criteria of Chapter IX of the SEBI (ICDR) Regulations, 2018 as amended from time to time, opened by the BSE.

"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.

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

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

"Designated Stock Exchange" shall mean SME Platform of Bombay Stock Exchange of India Limited.

"Draft Prospectus" shall mean the Draft Prospectus of the Company filed with BSE in accordance with Section 23, 26 & 32 of the Companies Act.

"Equity Shares" shall mean equity shares of face value of Rs. 10/- of the Company

"Fixed Price Issue Process/Method" shall mean the Fixed Price Issue Process / Method as provided in the SEBI ICDR Regulations as amended form time to time.

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

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

"Market Maker" shall mean any person who is registered as a Market Maker with the SME PLATFORM OF BSE. Giriraj Stock Broking Private Limited shall be the Market Maker in the Offer.

"Market Maker Reservation Portion" shall mean the reserved portion for the Designated Market Maker.

"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 and inability of the Selling Shareholder to perform its respective obligations under, or to complete the transaction contemplated by, this agreement, the engagement letter or the

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underwriter agreement (if executed) in relation to the sale and transfer of the offered shares contemplated herein or therein;

"Net Offer" shall mean Equity Shares to be allotted in this Offer less reserved portion for Market Maker.

"Non-Institutional Applicants" shall mean all applicants other than QIBs or Retail Applicants and who have applied for Equity shares for an amount more than Rs. 2,00,000.

"Offer Document" shall mean and include the Draft Prospectus and the Prospectus as and when approved by the Board of Directors of Company and filed with BSE SME.

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

"Offer Price" means price per share as may be determined in accordance with Fixed Price Method or Fixed Price Issue Process 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 filling 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.

"Offer Shares" upto 69,70,000 Equity Shares having face value of Rs. 10/- consisting Fresh Issue of upto 37,70,000 Equity Shares and Offer for Sale of upto 32,00,000 Equity Shares, the Company proposed to offer through this Offer.

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

"Prospectus" shall mean the Prospectus of the Company which will be filed with BSE/ SEBI/ ROC and other in accordance with Section 32 of the Companies Act after getting in-principle listing approval but before opening the Offer.

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

"Qualified Institutional Buyers" or **"QIBs"** shall have the meaning given to such term under the SEBI (ICDR) Regulations, 2018.

"Registrar" shall mean Maashitla 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 (includes 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 (ICDR) Regulations 2018" shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended and as applicable to the Offering. **"Stock Exchange"** shall mean BSE.

"Underwriters" shall mean collectively, Nirbhay Capital Services Private Limited and Giriraj Stockbroking Private Limited.

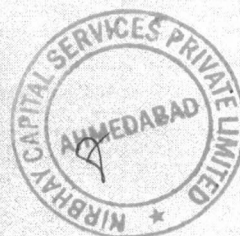
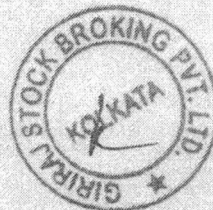
1.2 In this Agreement, unless the context otherwise requires:

- a) word denoting the singular shall include the plural and vice versa;
- b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- c) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- d) references to the word "include" or "including" shall be construed without limitation;
- e) references to this Offer Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Offer Agreement or to such other agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or noted;
- f) any reference to any Party to this Offer Agreement, or any other agreement, deed or instrument shall include its successors, heirs or permitted assigns;

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- g) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- h) references to a clause, Paragraph or Annexure is, unless indicated to the contrary, a reference to a clause, paragraph or annexure of this Offer Agreement; and
- i) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
- j) 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.

2. UNDERWRITING

On the basis of the representations and warranties contained in this Agreement and subjects to its terms and conditions, the Underwriter(s) hereby agrees to underwrite and / or procure subscription for the Offer shares in the manner and on the terms and conditions contained elsewhere in of this Agreement and as mentioned below:

2.1 Following will be the underwriting obligations of each respective underwriter(s):

Name of Underwriter	No. of shares Underwritten	% of the Total Offer Size Underwritten
Nirbhay Capital Services Private Limited	Upto 10,45,500	15%
Giriraj Stock Broking Private Limited	*Upto 59,24,500	85%
Total	Upto 69,70,000	100%

*Underwritten Equity Shares include Equity Shares for Market Maker Reservation Portion which is to be subscribed by the Market Maker in order to claim compliance with the requirement of Regulation 261(4) of SEBI ICDR Regulations, 2018

- 2.2 The Company shall before delivering to the Registrar of Companies (hereinafter referred to as "ROC") make available to the Underwriter(s) a copy of the Prospectus, which shall be as modified in the light of the observations made by BSE while issuing the in-principle approval letter. The Underwriter(s) shall before executing its obligations under this agreement satisfy itself with the terms of the Offer and other information and disclosures contained therein.
- 2.3 The Prospectus in respect of the public Offer shall be delivered by the Company to the ROC for registration in accordance with the provisions of the Companies Act, 2013 as may be amended from time to time, but not later than one year from the date of this Agreement or such extended period(s) as the Underwriter(s) may approve in writing, the time being the essence of this Agreement. The Company agrees that, if after filing of the Prospectus with the ROC, any additional disclosures are required to be made in the interest of the investors in regard to any matter relevant to the Offer, the Company shall comply with such requirements as may be stipulated by BSE, SEBI, ROC or the Lead Manager and compliance of such requirements shall be binding on the Underwriter(s); provided that such disclosures shall not give a right to the Underwriter(s) to terminate or cancel its Underwriting obligations unless such subsequent disclosures are certified by BSE or SEBI as being material in nature and essential for the contract of Underwriting; the question whether or not such subsequent disclosures are material in nature, the decision of BSE or SEBI shall be final and binding on parties.
- 2.4 The Company shall make available to the Underwriter(s) such number of application forms and Prospectus as specified and asked for, and such would be considered as condition for acceptance of this Underwriting Agreement. Thereafter, it is responsibility of the Company to deliver to the Underwriter(s) the accepted quantity of application forms and Prospectus as soon as the Prospectus is filed with the ROC but in any case, not later than 3 days prior to the date of opening of the public Offer, proof of such delivery, should be retained by the Company.
- 2.5 The subscription list for the public offer shall open not later than three months from the date of this agreement or such extended period(s) as the Underwriter(s) may agree to in writing. The subscription list shall be kept open by the Company for a minimum period of 3 working days and if required by the Underwriter(s), the

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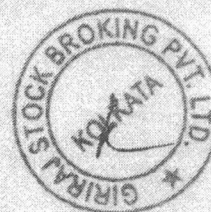
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same may be kept open upto a maximum of 10 calendar days failing which the Underwriter(s) shall not be bound to discharge the underwriting obligations under this Agreement.

- 2.6 All the applications made by any applicant except by Underwriter(s) on their "OWN" account shall be construed to be part of the "Net Offer" applications.
- 2.7 With regard to the Market Maker Reservation Portion, it is compulsory that the Market Maker subscribe to the specific portion of the Offer set aside as "Market Maker Reservation Portion" as it needs to be subscribed in its OWN account in order to claim compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, 2018, as amended. Accordingly, Market Maker shall ensure that its portion are subscribed in its account prior to closure of the Offer.
- 2.8 In terms of para 2.7 above, the Underwriter(s) for the "Net Offer" shall be entitled to arrange for sub-underwriting of its underwriting obligation on its own account with any person or persons on terms to be agreed upon between them. Notwithstanding such arrangement, the Underwriter(s) shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-Underwriter to discharge sub-underwriting obligations, shall not exempt or discharge the Underwriter(s) of its underwriting obligation under this Agreement.
- 2.9 The Underwriter(s) should ensure that subscription is received upto the amount underwritten. It will be the responsibility of the Underwriter(s) to ensure that Applications received from their side are properly stamped by their name / code. In the event of any undersubscription, the responsibility of the Underwriter(s) will be decided based on the amount of applications already received from its side by Lead Manager.
- 2.10 If the Net Offer is undersubscribed, the Underwriter i.e. Giriraj Stock Broking Private Limited shall be responsible to subscribe/procure subscription to the unsubscribed shares. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1 above.
- 2.11 The underwriting obligations for Underwriters in case of shortage in the respective portions shall be discharged in the manner mentioned below:
- The Company shall within 1 day after the date of closure of subscription list, communicate in writing to the respective Underwriter, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the Underwriter or subscription to be procured therefore by the Underwriter.
 - The Company arrive at computation of shortfall after considering the existing application for subscription received in the offer with respective Underwriter code. Hence, any shortfall for underwriting will be calculated after considering subscription procured by respective Underwriter. It being understood that obligation of underwriting by respective Underwriter is several to the extent of its obligation as per clause 2.1. Hence, each respective Underwriter is severally responsible to discharge its obligation as per clause 2.1 of this agreement after considering the subscription it has procured in the offer.
 - The Company shall make available to the respective Underwriter, the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from the Company's auditors.
 - The respective Underwriter on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case within 30 days after receipt of communication under sub clause (a) above, in the manner specified in clauses 2.8, 2.9 and elsewhere in this Agreement, make or procure the applications to subscribe to the shares and submit the same together with the application moneys to the Company in its Escrow Account opened specifically for this Offer.
 - in the event of failure of the Underwriters to make the application to subscribe to the shares as required under clause (c) above, the Company shall be free to make arrangements with one or more persons to subscribe to such shares without prejudice to the rights of the Company to take such measures and proceedings as may be available to it against the Underwriter(s) including the right to claim damage for any loss suffered by the Company by reason of failure on the part of the Underwriter(s) to subscribe to the shares as aforesaid.

3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITERS

- 3.1 **Net worth of the Underwriters.** The Underwriter(s), hereby declares that they satisfy the Net Worth/ Capital Adequacy Requirements specified under the SEBI (Underwriter) Rules and Regulations, 1993 as amended or the bye-laws of the stock exchange of which the Underwriters are members and that they are competent to undertake the underwriting obligations mentioned in clause 2 hereinabove.
- 3.2 **Registration with the SEBI:** The Underwriters i.e. Nirbhay Capital Services Private Limited hereby declare that the Underwriter being Merchant Banker (Lead Manager) is entitled to carry on the business as an Underwriter without obtaining a separate certificate under the SEBI (Underwriter) Regulations

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1993 framed under the SEBI Act. Further Giriraj Stock Broking Private Limited registered with SEBI as Stock Broker having SEBI Registration No. INZ000212638, hereby declares that they are entitled to carry on the business as an Underwriter as permitted under Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 as amended.

- 3.3 The Underwriters confirm to the Company they are responsible and liable to the Company, for any contravention of the SEBI Act, rules or regulations thereof. The Underwriters further confirm that they shall abide with its duties, function, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992 and the SEBI (Underwriter) Regulations 1993.
- 3.4 In addition to any representations of the Underwriters under the Regulation of Draft Offer Document filed with SME Platform OF BSE (BSE SME), the Underwriters hereby represent and warrant that:
- a) They have 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 Underwriters.
 - c) They will comply with all of its obligations set forth in this Agreement.
 - d) They shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of BSE w.r.t underwriting in general and underwriting this Public Offer in specific.
 - e) They shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.
 - f) That all actions required to be taken, fulfilled or things required to be done (including, but without limitation, the making of any filing or registration) for the execution, delivery and performance by the Underwriter(s) of their obligations under this Agreement and performance of the terms thereof have been taken, fulfilled or done and all consents, authorizations, orders or approvals required for such execution, delivery and performance have been unconditionally obtained and remain in full force and effect;
 - g) Unless otherwise expressly authorized in writing by the Company, neither the Underwriter(s) nor any of their Affiliates nor any of their respective directors, employees or agents, has made or will make any verbal or written representations in connection with the Offer other than those representations made pursuant to the terms and conditions set forth in this Agreement or contained in the Offering Document(s) or in any other document, the contents of which are or have been expressly approved or provided for in writing for the Offer purpose by the Company.
- 3.5 The Underwriter(s) acknowledge that they are under a duty to notify the Company and the SME Platform of BSE immediately in case it become aware of any breach of a representation or warranty.

4. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

- 4.1 Warrantly as to statutory and other approvals. The Company warrants that all consent, sanctions, clearance, approvals, permissions, licenses, etc., in connection with the public offer as detailed in the prospectus or required for completing the prospectus have been obtained or will be obtained and the same shall remain effective and in force until the allotment of all the shares are completed.

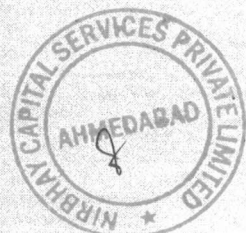
In addition to any representations of the Issuer under the Prospectus the Company hereby represents and warrants that:

- a) It has taken all necessary actions to authorize the signing and delivery of this agreement;
- b) The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Company.
- c) It will comply with all of its respective obligations set forth in this Agreement.
- d) It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of BSE with respect to the role of the Company in the underwriting process in general and underwriting in the Equity Shares of the Company in specific.
- e) It shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.

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- 4.2 The Company acknowledges that it is under a duty to notify the Underwriter(s) and the SME Platform of BSE immediately in case it becomes aware of any breach of a representation or a warranty.

5. REPRESENTATIONS AND WARRANTIES BY THE LEAD MANAGER:

- 5.1 In addition to any representations of the Lead Manager under the Due Diligence Certificate and Underwriting Agreement, 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 shall ensure compliance with the applicable laws and rules laid down by SEBI and the BSE with respect to the role of the Company in the underwriting process in general and underwriting process in the shares of the Company in specific.
- e) It shall follow fair trade practices and abide by the code of conducts and ethics standards specified by SEBI, the stock exchanges and related associations from time to time.

- 5.2 The Lead Manager acknowledges that it is under a duty to notify the Company and the SME Platform of BSE (BSE) immediately in case it becomes aware of any breach of a representation or a warranty.

6. CONDITIONS OF THE UNDERWRITER' OBLIGATIONS

- 6.1 The several obligations of the Underwriters under this agreement are subject to the following conditions:

- a) Subsequent to the execution and delivery of this Agreement and prior to the offer Closing Date there shall not have occurred any regulatory changes, or any development involving a prospective regulatory changes or any order or directive from SEBI, the SME Platform of BSE or any other governmental, regulatory or judicial authority that, in the judgment of the Underwriter/Underwriters, is material and adverse and that makes its, in the judgment of the Underwriter/Underwriters, impracticable to carry out Underwriter/Underwriters obligations.
- b) Subsequent to the execution and delivery of this Agreement and prior to the offer Closing Date there shall not have occurred any change, or any development involving a prospective changes, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company that, in the judgment of the LM, is material and adverse and that makes it, in the judgment of LM, impracticable to market the Offer Shares or to enforce contracts for the sale of the Offer Shares on the terms and in the manner contemplated in the Offering Documents.
- c) If the Underwriter/Underwriters is/are so notified or become aware of any such filing, communication, occurrence or event, as the case may be, that makes it impracticable to carry out its/their Underwriting obligations, it/they may give notice to the Company to the effect, with regard to the Offer shares this agreement shall terminate and cease to have effect, subject as set out herein.
- d) The representations and warranties of the Company contained in this Agreement shall be true and correct on and as of the Offer Closing Date and that the Company shall have complied with all the conditions and obligations under this Agreement and the Offer Agreement dated August 16, 2024 on its part to be performed or satisfied on or before the offer Closing Date.
- e) Prior to the offer Closing Date, the Lead Manager and the Company shall have furnished to the Underwriters such further information, certificates, documents and materials as the Underwriters shall reasonably request in writing.

- 6.2 If any condition specified in Section 5.1 shall not have been fulfilled when and as required to be fulfilled, this agreement may be terminated by the Underwriter(s) by written notice to the Company any time on or prior to the Offer Closing Date; provided, however, that this Section 5.2, Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall survive the termination of this Agreement.

7. INDEMNITY

3B Films Limited

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- a. Notwithstanding anything contained in this agreement, the Underwriter(s) herein shall be severally liable, and not jointly, for their obligations in respect of underwriting obligation, as outlined in Clause 2.11(b) of this agreement.
- b. The Underwriter(s) herein shall indemnify and keep indemnified the Issuer for their own account and their respective Affiliates and all the respective directors, Officers, employees, duly authorised agent 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 it incur or which is made against it as a result of the or arising out of, or in relation to failure to procure subscription which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the willful defaults or gross negligence on the part of the Underwriter(s). 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, charges, demand or action or other proceeding.
- c. The Company shall indemnify and keep indemnified, each of the Lead Manager, and Underwriter(s) for their own account and their respective Affiliates and all other respective directors, officers, employees, professionals, duly authorised agents and controlling persons (each, an "Indemnified Party") from against any and all losses, Liabilities, costs, claims, charges, actions, proceedings, damage, expenses or demands which it incur or which is made against it 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 the light of the circumstances under which they were made not misleading, or which are determined by the court or arbitral tribunal of competent jurisdiction to have resulted from bad faith, dishonesty, illegal or fraudulent acts or the willful default or gross negligence on the part of the Company. Such indemnity will extend to include all reasonable costs, charges and other 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 Company will not be liable to the Lead Manager and Underwriter(s), to the extent that any loss, claim, damage or liability is found in a judgment by the court to have resulted solely and directly from any of the Underwriter(s) severally, as the case may be, bad faith or gross negligence or willful misconduct, illegal or Fraudulent acts, in performing the services under this agreement.

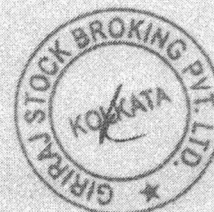
8. TERMINATIONS

- 8.1 This agreement shall be in force from the date of execution until the allotment of securities in this Offer and fulfilment of the obligations of the Underwriter(s) as set-out in this agreement.
- 8.2 Notwithstanding anything contained herein, the Underwriter(s) shall have the option of terminating this Agreement by giving a notice in writing to the Company, to be exercised by them at any time prior to the opening of the Offer as notified in the prospectus of terminating this agreement under any or all of the following circumstances –
 - i. if any representations/ statement made by the Company to the Underwriter(s) and/ or in the application forms, negotiations, correspondence, the prospectus or in this letter are or are found to be incorrect;
 - ii. a complete breakdown or dislocation of business in the major financial markets, affecting the cities of Calcutta, Mumbai, Chennai or New Delhi;
 - iii. declaration of war or occurrence of insurrection, civil commotion or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Mumbai, Chennai, Kolkata and New Delhi.
 - iv. there shall have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the assets, liabilities, earnings, business, prospects, management or operations of the Company, whether or not arising in the ordinary course of the business that, in the judgment of the Underwriter(s), is material and adverse and that makes it, in the judgment of the Underwriter(s), impracticable or inadvisable to market the Equity Shares on the terms and conditions and in the manner contemplated in the Offering Document(s) and this Agreement.
 - v. the Lead Manager may terminate this agreement with immediate effect, which in view of the Lead Manager, affects the ability of the Underwriter(s) to carry out its obligations or negatively affects

3B Films Limited

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the goodwill of the Company provided that such termination shall take occur only after receipt of the written consent of the Company by the Lead Manager.

8.3 Notwithstanding anything contained in section 8.1 above, in the event of the Company failed to perform all or any of the covenants within limit specified wherever applicable under this letter of underwriting, the Underwriter(s) shall inform the Company with adequate documentary evidence of the breach/non-performance by Registered post/ Speed post and acknowledge obtained therefore, whereupon the Underwriter(s) shall be released from all or any of the obligations required to be performed by him.

8.4 The provision of Section 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall survive the termination of this agreement.

9. NOTICES

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

If notices to the Lead Manager / Underwriter, 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 Underwriter, 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, Panoram 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:

As per Annexure A

10. MAXIMUM LIABILITY:

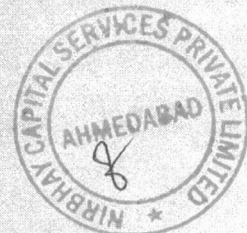
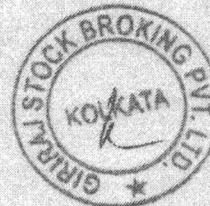
To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of NCSPL and GSBPL in capacity of Underwriter(s) towards the Company and anyone claiming by or through the Company, for any and all claims, losses, costs or damages, in any way related to the transaction shall not exceed the total compensation received by the Underwriter(s) respectively, till such date under this agreement.

3B Films Limited

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Page 11 of 16

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11. CHANGE IN LEGAL ENVIRONMENT

The terms of this agreement for services by NCSPL and GSBPL for the underwriting are based upon the prevailing legal environment in India by way of prescribed rules and regulations by regulatory bodies such as the Ministry of Finance, Department of Company Affairs, Registrar of Companies, SEBI, Stock Exchanges and other governing authorities. Any change or alteration by the respective bodies in the prevailing laws and regulations in future times, that may render the accomplishment of the Offer or underwriting unsuccessful for the reasons beyond Underwriter(s) and the Issuer's control shall not be counted as Underwriter(s)'s failure. In case of such an event, Underwriter(s) shall not be liable or legally bound to any proceedings or actions for refund of fees received by us till such date.

12. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Company and the Underwriter(s), are subject to the condition that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company or the Underwriter(s) to adhere to the time limits shall unless otherwise agreed between the Company and the Underwriter(s), discharge the Underwriter(s) or Company of their / its obligation under the Underwriting Agreement. The agreement shall be in force from the date of execution and will expire on completion of allotment for this Offer.

13. SEVERAL OBLIGATIONS

The Company and the Underwriter(s) acknowledge and agree that they are all liable on a several basis to each other in respect of the representations, warranties, indemnities, undertakings and other obligations given, entered into or made by each of them in this Agreement.

14. MISCELLANEOUS

The Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors. The Underwriter(s) shall not assign or transfer any of their respective rights or obligations under this Agreement or purport to do so without the consent of the Lead Manager and Company. The Company shall not assign or transfer any of their respective rights or obligations under this Agreement or purport to do so without the consent of the Lead Manager and Underwriter(s).

15. GOVERNING LAW AND JURISDICTION

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

16. ARBITRATION

Reference to arbitration - Any dispute arising out of this agreement between the Underwriter(s) and the Company shall be referred to the Arbitration Committee by the BSE and the decision of the Arbitration Committee shall be final and binding on both the parties.

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

17. AMENDMENT

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

18. SEVERABILITY

If any provision or any portion of a provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceable 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.

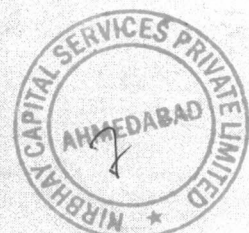
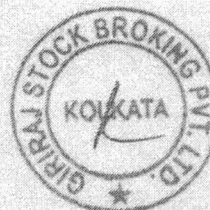
19. COUNTERPARTS

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

3B Films Limited

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20. CUMULATIVE REMEDIES

The rights and remedies of each of the parties and each indemnified person under Sections 7 and 23 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

21. ILLEGALITY

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

22. ASSIGNMENT

No party may assign any of their 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 Underwriter(s), Lead Manager and Company.

The undersigned hereby certifies and consents to act as Underwriter(s) to the aforesaid Offer and to their name being inserted as Underwriter(s) in the Draft Prospectus and Prospectus and Offer Memorandum which the Company intends to issue in respect of the proposed Offer and hereby authorize the Company to deliver this Agreement to SEBI and the SME Platform of BSE (BSE).

23. FEES, COMMISSION AND EXPENSES

In consideration of the underwriting obligations performed by the Underwriter(s), the Company shall pay the Underwriter(s) the fees and commissions mutually agreed by the parties as per Schedule A in respect of the obligations undertaken by it. Such fee shall be paid to the Underwriter(s) or such other persons as directed by the Underwriter(s) from time to time. However, it may be noted that the rates or fees so agreed upon shall be subject to the provisions of Companies Act and that the obligation to pay underwriting commission shall arise upon execution of this agreement irrespective of the fact whether there is any devolvement or no devolvement on the Underwriter(s) towards under subscription.

The Company shall not bear any other expenses or losses, if any, incurred by the Underwriter(s) in order to fulfil its Obligations, except for the fees / commissions etc. mentioned in Schedule A of this Agreement.

24. EXECUTION

This Agreement and amendment to this agreement, if any, may be executed in any number of counterparts, or using separate signature pages. Each such executed counterpart and each counterpart to which such signature pages are attached shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

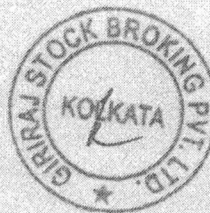
3B Films Limited

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SCHEDULE A

FEES, COMMISSIONS AND EXPENSES

- The Company shall pay Underwriting Commission to the Underwriters which shall be as per mutual understanding between Issuer & Selling Shareholders, lead manager and selling shareholders of the offer size. It shall be noted that the Underwriters, on its sole discretion, may reduce the Underwriting Commission if it deems fit.
- All applicable taxes will be additional and would be borne by the Company & Selling Shareholders.

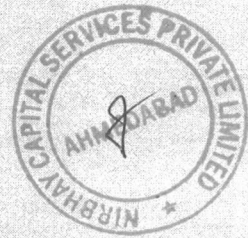
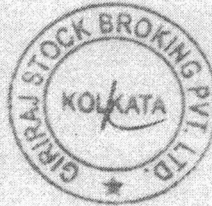
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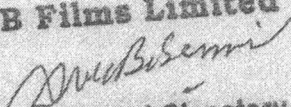


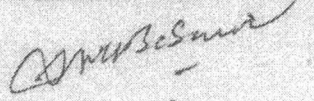
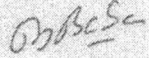
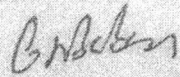
Annexure A

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


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DATED APRIL 23, 2025

AMENDMENT TO UNDERWRITING 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 / Underwriter)

AND

GIRIRAJ STOCK BROKING PRIVATE LIMITED

(Underwriter)



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सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹600

0092009200920092

Certificate No. : IN-GJ00761337969590X
Certificate Issued Date : 22-Apr-2025 05:45 PM
Account Reference : CSCACC (GV)/ gjcsceg07/ GJ-BAAJA0336/ GJ-BA
Unique Doc. Reference : SUBIN-GJGJCSCEG0711063824958569X
Purchased by : HARPALSINH YADAV
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : UNDERWRITING 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)

Handwritten signatures and initials



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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 UNDERWRITING 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 incorporated under 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**" "**NCSPL**" or "**Lead Manager**", "**LM**" and "**Underwriter**", 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

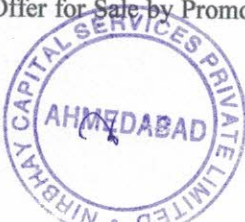
GIRIRAJ STOCK BROKING PRIVATE LIMITED (CIN: U65100WB2005PTC101507), a Company incorporated under Companies Act, 1956, having SEBI Registration Number INZ000212638 and registered Market Maker in SME Segment of BSE Limited (Registration No. SMEMM0655127012022) and having its registered office at 4, Fairlie 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 "**Underwriter**", 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 "**NIRBHAY**" or "**Lead Manager**" and "**Underwriter**",
- (ii) **GIRIRAJ STOCK BROKING PRIVATE LIMITED** referred to as "**Underwriter**"
- (iii) **3B FILMS LIMITED** referred to as "**Company**" / "**Issuer**"
- (iv) **Promoter Selling Shareholders as mentioned in Annexure A** are collectively referred to as the "**Selling Shareholders**" and individually as a "**Selling Shareholder**".
- (v) The Company, the Selling Shareholders, the Lead Manager and /or Underwriter(s) 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



Handwritten signatures:
Ashokbhai Dhanjibhai Babariya
Bharat Shah
Kuntal Laha



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 Underwriting Agreement dated February 14, 2025 (the "Underwriting Agreement"), wherein they agreed to certain terms and conditions including but not limited to the terms and conditions of the Underwriting, obligations of Underwriters and their respective Underwriting Obligation with respect to public offering of the Company's Equity Shares on BSE Limited (SME Exchange).
- (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 (the "Offer") 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 / Offer for Sale"). The shares will be offered for cash at a fixed price of Rs. 50 per equity share (the "Offer Price"), 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 Underwriting 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 Underwriting Agreement.

2. AMENDMENTS TO THE UNDERWRITING AGREEMENT

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

"Offer Price" means Rs. 50 per equity 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.

"Offer Shares" 67,50,000 Equity Shares having face value of Rs. 10/- consisting Fresh Issue of 35,52,000 Equity Shares and Offer for Sale of 31,98,000 Equity Shares, the Company proposed to offer through this Offer.

2.2 The Clause 2.1 as mentioned in the Underwriting Agreement shall be replaced with the following Clause:

2.1 Following will be the underwriting obligations of each respective underwriter(s):

Name of Underwriter	No. of shares Underwritten	% of the Total Offer Size Underwritten
Nirbhay Capital Services Private Limited	10,14,000	15.02%
Giriraj Stock Broking Private Limited	*57,36,000	84.98%
Total	67,50,000	100%

*Underwritten Equity Shares include Equity Shares for Market Maker Reservation Portion which is to be subscribed by the Market Maker in order to claim compliance with the requirement of Regulation 261(4) of SEBI ICDR Regulations, 2018



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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 "Underwriting Obligation" at any place in the Underwriting Agreement shall be construed as defined in above Recitals, 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 Underwriting 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 Underwriting 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 Underwriting 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 Underwriting Agreement, the provisions of the Underwriting Agreement shall prevail.

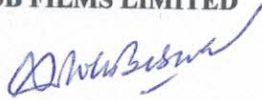
3.4. No addition to, variation, novation or agreed cancellation of any provision of this Amendment Agreement shall be binding upon the Parties unless made in writing and duly executed by or on behalf of the Parties.

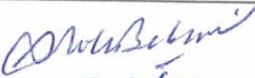
3.5. Unless the context otherwise requires, any reference to the Underwriting Agreement shall be construed to mean the Underwriting Agreement as amended by this Amendment Agreement and that this Amendment Agreement shall be read in conjunction with the Underwriting Agreement and shall constitute the 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 Underwriting 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.

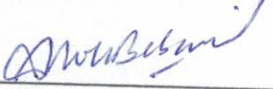
For and on behalf of 3B FILMS LIMITED  Name: Mr. Ashok Babariya Designation: Chairman & Managing Director (DIN: 03363509) 	Witness Name: Bhadresh Shah Address: E-103, Shikhar 2, B/H Gorwa ITI, Vadodara- 390016 Signature: 
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For, SELLING SHAREHOLDERS:-


(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: 

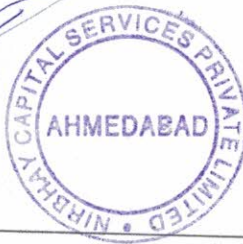
For and on behalf of

NIRBHAY CAPITAL SERVICES PRIVATE LIMITED

Name: Mr. Bharat Shah

Designation: Managing Director

(DIN: 00587810)



Witness


Name: Kuntal Laha
Address: B-12, Indraprasth Apartments,
W.S. Chel Juvic Bunglow, Bodelapur,
Ahmedabad - 380059
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
24 PHS - 743385

Signature: Sourav Kumar



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

