



महाराष्ट्र MAHARASHTRA

2023

NAGPUR TREASURY  
BY 827948

26 SEP 2023

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This stamp paper forms an integral part of the Offer Agreement dated 3<sup>rd</sup> day of October, 2023 entered into between 3C IT SOLUTIONS & TELECOMS (INDIA) LIMITED (Issuer Company), GOLD CIRCLE VENTURE PARTNERS LLP (Selling Shareholders) and KREO CAPITAL PRIVATE LIMITED (Lead Manager)

3C IT SOLUTIONS & TELECOMS (INDIA) LIMITED

Authorised Signatory/Director

GOLD CIRCLE VENTURE PARTNERS LLP

Partner / Authorised Signatory

For KREO CAPITAL PVT. LTD.

Authorised Signatory/Director



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26 SEP 2023

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Authorised Signatory/Director

GOLD CIRCLE VENTURE PARTNERS LLP

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Authorised Signatory/Director



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NAGPUR TREASURY  
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26 SEP 2023

This stamp paper forms an integral part of the Offer Agreement dated 3<sup>rd</sup> day of October, 2023 entered into between 3C IT SOLUTIONS & TELECOMS (INDIA) LIMITED (Issuer Company), GOLD CIRCLE VENTURE PARTNERS LLP (Selling Shareholders) and KREO CAPITAL PRIVATE LIMITED (Lead Manager)

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Authorised Signatory/Director

GOLD CIRCLE VENTURE PARTNERS LLP

Partner / Authorised Signatory

For KREO CAPITAL PVT. LTD.

Authorised Signatory/Director

**OFFER AGREEMENT**  
[Pursuant to Regulation 244(5) of Securities and Exchange Board of India (Issue of  
Capital and Disclosure Requirements) Regulations, 2018]

BETWEEN

**3C IT SOLUTIONS & TELECOMS (INDIA) LIMITED**  
(ISSUER COMPANY)

AND

**GOLD CIRCLE VENTURE PARTNERS LLP**  
(SELLING SHAREHOLDER)

AND

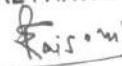
**KREO CAPITAL PRIVATE LIMITED**  
(LEAD MANAGER TO THE OFFER)

**3C IT SOLUTIONS & TELECOMS (INDIA) LIMITED**



Authorised Signatory/Director

**GOLD CIRCLE VENTURE PARTNERS LLP**



Partner / Authorised Signatory

**For KREO CAPITAL PVT. LTD.**



Authorised Signatory/Director

THIS AGREEMENT is executed on this 3<sup>rd</sup> day of October, 2023, at Pune by and between:

- A) **3C IT SOLUTIONS & TELECOMS (INDIA) LIMITED**, a Company incorporated under the Companies Act, 2013 and having its registered office at Flat No.104 & 105, Pavitra Enclave, Somwar Peth, Opp. Ladkat Petrol Pump, Pune, MH - 411011, INDIA, represented by Mr. Ranjit Kulladhaja Mayengbam (DIN:06929013), (hereinafter referred to as "**The Company**")/ "**The Issuer Company**" "**3C IT**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

- B) **GOLD CIRCLE VENTURE PARTNERS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2008 and having its registered office at Plot no. 75, North Ambazari Road, Shivaji Nagar, Maharashtra, INDIA, 440010, represented by Mr. Siddharth Shekhar Raisonni (DIN: 03274539), (hereinafter referred to as "**Selling Shareholder**" or "**GCVPL**" or "**SS**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

- C) **KREO CAPITAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 2013 and having its Registered Office at Block No 503, 6th Floor, B Wing Shriram Shyam Tower Near Nit Building, Kingsway Sadar, Nagpur-440001 India (hereinafter referred to as "**KCPL**" or "**Lead Manger**" or "**Underwriter**", represented by **Mr. Ayush Parakh** (DIN:08992509) 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**.

(3C IT, GCVPL and KCPL are hereinafter collectively referred to as the "Parties" and individually as a "Party").

**WHEREAS:**

- (A) The Issuer Company proposes to make a public issue of Equity Shares comprising fresh issue of Equity Shares of face value of Rs. 5/- each (the "Fresh Issue") and an offer for sale (the "Offer for Sale"), up to an aggregate of 5,00,000 Equity Shares of face value Rs. 5/- each by certain existing shareholders (the "Selling Shareholders") of the Company (the Offer for Sale together with the Fresh Issue, is hereinafter referred as "the Offer") in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended, (as defined herein) and applicable Indian securities laws at an Issue price Per Equity Share as disclosed in offer document

- (B) The Issuer Company has obtained approval for the Issue pursuant to the Board resolution dated 16<sup>th</sup> August, 2023. The Issuer Company has also obtained its shareholders' approval pursuant to Special Resolution under section 62(1)(c) of

GOLD CIRCLE VENTURE PARTNERS LLP

For KREO CAPITAL PVT. LTD.

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Companies Act 2013 at its Annual General Meeting (AGM) held on 25<sup>th</sup> September, 2023, which collectively authorises the Issuer Company's Directors, or any other authorised representatives, for the purpose of the Issue, to issue and sign the Draft Prospectus, the Prospectus, this Agreement, the Issue Agreement (as defined hereunder), Underwriting Agreement (as defined hereunder), any amendments or supplements thereto, any and all other writings as may be legally and customarily required in pursuance of the Offering and to do all acts, deeds or things as may be required.

- (C) The Selling Shareholder has consented to participate in the Offer in accordance with the terms provided in its consent letter dated 30<sup>th</sup> September 2023.
- (D) The issue shall be conducted through Fixed Price Issue pursuant to Regulation 250 of the SEBI (ICDR) Regulations, 2018 as amended from time to time.
- (E) Pursuant to **Regulation 244(1)** of SEBI (ICDR) Regulations, 2018 it is mandatory for issuer to appoint one or more merchant bankers, which are registered with the Securities and Exchange Board of India (herein after referred to as SEBI), as lead manager(s) to the issue
- (F) The Company and Selling Shareholder has approached the KCPL to manage the Issue and the Lead Manager has accepted the engagement in terms of the engagement letter as agreed between the Company and the Lead Manager (the "**Engagement Letter**"), subject to the terms and conditions set forth therein.
- (G) Pursuant to **Regulation 244(5)** of the SEBI (ICDR) Regulations, 2018 the Lead Manager is required to enter into this Agreement with the Company.

**NOW, THEREFORE, THE PARTIES DO HEREBY AGREE 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, allotment and transfer of Equity Shares to successful Applicants pursuant to this Issue.
- "**Application**" shall mean an indication to make an issue during the issue period by an Applicant, pursuant to submission of Application Form, to subscribe for or purchase Equity Shares at the issue price including all revisions and modifications thereto, to the extent permissible under the SEBI (ICDR) Regulations, 2018 as amended from time to time.
- "**Application Amount**" shall mean the number of Equity Shares applied for and as indicated in the Application Form multiplied by the price per Equity Share payable by the Applicants on submission of the Application Form.
- "**Application Form**" The form in terms of which an Applicant shall make an Application and which shall be considered as the application for the Allotment pursuant to the terms of the Prospectus.

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- **"Applicant"** shall mean any prospective investor who makes an application pursuant to the terms of the Prospectus and the Application Form.
- **"Application Period"** shall mean the period between the Issue Opening Date and the Issue Closing Date (inclusive of both dates) and during which prospective Applicants can submit their Applications.
- **"BSE"** shall mean Bombay Stock Exchange Limited.
- **"Companies Act"** shall mean Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon notification of the Notified Sections) and the Companies Act, 2013, to the extent in force pursuant to the notification of the Notified Sections, read with the rules, regulations, clarifications and modifications thereunder.
- **"Companies Act 2013"** shall mean Companies Act, 2013, to the extent in force pursuant to the notification of the Notified Sections, read with the rules, regulations, clarifications and modifications thereunder.
- **"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, as amended from time to time.
- **"Controlling Person(s)"** with respect to a specified person, shall mean any other person who Controls such specified person.
- **"Designated Intermediaries"** shall mean:-
  - a) A Self Certified Syndicate Bank, with whom the bank account to be blocked, is maintained.
  - b) Lead Manager to the Offer
  - c) Banker to the Offer
  - d) A syndicate member (or sub-syndicate member), if any.
  - e) A stock broker registered with a recognized stock exchange (and whose name is mentioned on the website of the stock exchange as eligible for this activity) ('broker')
  - f) A registrar to an offer and share transfer agent ('RTA').
  - g) Share Escrow Agent
  - h) A depository participant ('DP') (whose name is mentioned on the website of the stock exchange as eligible for this activity).
- **"Draft Prospectus"** shall mean the Draft Prospectus of the Company which will be filed with Bombay Stock Exchange Limited in accordance with Section 26 and 28 of the Companies Act, 2013 and SEBI (ICDR) Regulations, 2018 for getting in-principle listing approval.
- **"Indemnified Party"** shall have the meaning given to such term in this Agreement and shall be read and construed in context of the text to which it pertains.
- **"Issue/Offer Agreement"** shall mean this Agreement dated 3<sup>rd</sup> October, 2023 entered between the Issuer Company, Selling Shareholder and the Lead Manager.

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- **"Issue Closing Date"** shall mean any such date on completion of the application hours after which the Collection Bankers will not accept any Applications for the Issue.
- **"Issue Opening Date"** shall mean any such date on which the Collection Bankers shall start accepting Applications for the Issue, within the Application hours.
- **"Issue/Offer Price"** means Issue/Offer Price as disclosed in Prospectus/offer Document.
- **"Issue/Offer/Offering"** shall mean offer of Fresh Equity Shares by the company and Offer for sale by selling shareholder pursuant to Initial Public offer on SME platform of BSE.
- **"Issue/Offer Shares"** means the Fresh Issue of Equity Shares by the 3C IT along with an Offer for sale of 5,00,000 equity shares by Selling Shareholders in accordance with the provisions of Chapter IX of SEBI (ICDR) Regulations, 2018 as amended.
- **"Market Maker"** shall mean any person who is registered as a Market Maker with the SME Platform of BSE and appointed by issuer for purpose Market Making under Regulation 261 SEBI (ICDR) Regulations, 2018.
- **"Material Adverse Effect"** shall mean, individually or in the aggregate, a material adverse effect on the financial or otherwise, or in the earnings, business, management, operations or prospects of the Issuer Company.
- **"Offering/Offer/Issue Documents"** shall mean and include the Draft Prospectus and the Prospectus as and when approved by the Board of Directors of the Issuer Company and filed with SME Platform of BSE/SEBI and all concerned and related authorities.
- **"Offer for Sale"** shall mean a method wherein Investor in public companies can sell their shares and reduce their holdings in transparent manner through the bidding platform for the Exchange.
- **"Selling Shareholder"** shall mean M/s Gold Circle Venture Partners LLP.
- **"SME Platform of BSE"** shall mean SME platform of Bombay Stock Exchange Limited, approved by SEBI as an SME Exchange for listing of equity shares offered under Chapter IX of the SEBI ICDR Regulations.

1.2 In this Agreement, unless the context otherwise requires:

- words denoting the singular shall include the plural and vice versa;
- words denoting a person shall include an individual, corporation, Company, partnership, trust or other entity;
- headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- references to the word "include" or "including" shall be construed without limitation;
- references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to this Agreement or such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted;

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For KREO CAPITAL PVT. LTD.

Authorised Signatory/Director

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- f) reference to any party to this Agreement or any other agreement or deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and, in any other case, include its successors or permitted assigns;
- g) 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) a reference to an article, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, section, paragraph or schedule of this Agreement;
- 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. **KREO CAPITAL PRIVATE LIMITED** shall act as the sole Lead Manager to the Offer.

- 3. In case of any change by way of addition to and deletion from the offer, it may be effected in prior consultation with the Lead Manager.
- 4. The Issuer Company and Selling Shareholder hereby declare that they have complied with and agree to comply with all the statutory formalities under the Companies Act, 2013, the Companies Act, 1956 to the extent applicable, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by Securities and Exchange Board of India and other relevant Authorities to enable it to make the Issue. The Issuer Company also undertakes to obtain the approval, if required from the lenders to the Issuer Company in relation to the Issue before opening of the Subscription List.
- 5. The Issuer Company and Selling Shareholder undertake and declare that any information made available to the Lead Manager/Intermediaries/and other advisors or consultants to the Issue or any statement made in the Draft Prospectus/Prospectus shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.
- 6. The Issuer Company also undertakes to furnish complete audited report(s), other relevant documents, papers, documents, status, information relating to pending litigations, etc., to enable the Lead Manager to corroborate the information and statements given in the Draft Prospectus/Prospectus.
- 7. The Issuer Company and Selling Shareholder accept full responsibility to update the information provided earlier and duly communicate to the Lead Manager in cases of all changes in materiality of the same subsequent to submission of the Draft Prospectus/Prospectus to BSE/SEBI/Registrar of Companies (RoC), as the case may be, but prior to Listing of the Equity Shares on SME Platform of BSE.
- 8. The Issuer Company and Selling Shareholder accepts full responsibility for consequences if any, for giving false misleading information or withholding, concealing material facts which have a bearing on the Issue.
- 9. The Issuer Company shall, if so required, extend such facilities as may be called for by the Lead Manager to enable it to visit the existing projects sites, registered office of the Issuer

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Company or such other place(s) to ascertain for itself the true state of affairs of the Issuer Company and other facts relevant to the Issue.

10. The Issuer Company and Selling Shareholder shall extend all necessary facilities to the Lead Manager to interact on any matter relevant to the Issue with the solicitors/legal advisors, auditors, consultants, advisors to the issue, the financial institutions, banks or any other organization, and also with any other intermediaries who may be associated with the Issue in any capacity whatsoever.
11. The Issuer Company shall ensure that all advertisements prepared and released by the advertising agencies or otherwise in connection with the Issue conform to **SEBI (ICDR) Regulations 2018** and the instructions given by the Lead Manager from time to time and that it shall not make any misleading, speculative or incorrect statements in any public communication or publicity material including corporate, product and Issue advertisements of the Issuer Company, interviews by its promoters, directors, duly authorized employees or agents or representatives of the Issuer Company, documentaries about the Issuer Company or its promoters, periodical reports and press releases issued by the Issuer Company or research report made by the Issuer Company, any intermediary concerned with the Issue or their associates or at any press, brokers' or investors' conferences.
12. The Issuer Company shall appoint other intermediaries or other persons associated with the Issue such as advertising agencies, printers, etc. for printing the application forms, allotment advices, allotment letters or other instruments, circulars or advices and intimate the same in advance to the Lead Manager.
13. The Issuer Company and Selling Shareholder shall whenever required and wherever applicable, in consultation with the Lead Manager, enter into an agreement with the concerned intermediary associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the Lead Manager.
14. The Issuer Company shall take such steps as are necessary to ensure the completion of allotment and dispatch of letters of allotment to the applicants including Non-Residents Indians soon after the Basis of Allotment is approved by the Designated Stock Exchange but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under **the SEBI (ICDR) Regulations, 2018 and other applicable law for time being in force**, as disclosed in the Draft Prospectus/Prospectus.
15. The Issuer Company shall take steps to pay the underwriting commission and brokerage to the underwriter, Syndicate Members and Stock Brokers, Sub-syndicate members etc., within the time specified in any agreement with such underwriters, Syndicate Members and Stock Brokers, Sub-syndicate members etc. or within a reasonable time.
16. The Issuer Company and Selling Shareholder undertake to furnish such information and particulars regarding the Issue as may be required by the Lead Manager to enable them to file a report with BSE/SEBI/any other regulatory authorities in respect of the Issue.
17. The Issuer Company and Selling Shareholder shall keep the Lead Manager informed if it encounters any problem due to disruption of the communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Issuer from complying with its obligations, whether statutory or contractual, in respect of the

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matters pertaining to allotment, dispatch of Refund Orders/Allotment Advice, Demat Credit etc. and Lead Manager will provide necessary advice in such circumstances on priority basis.

18. The Issuer Company shall not resort to any legal proceedings in respect of any matter having a bearing on the Issue except in consultation with and after receipt of written advice from the Lead Manager.
19. The Issuer Company shall, in consultation with the Lead Manager, file the Draft Prospectus/Prospectus with BSE, Prospectus with BSE, SEBI and Registrar of Companies and determine the Issue Opening Date
20. The Lead Manager shall have the right:
  - To call for complete details from the promoters, Selling Shareholder and of all firms in which the Issuer Company and their promoters / directors are connected in any way.
  - To call for any reports, documents, papers, information etc., necessary from the Issuer Company to enable it to certify that the statements made in the Issue are true and correct.
  - To withhold submission of the Draft Prospectus / Prospectus with Stock Exchange, SEBI or Registrar of Companies, in case any of the particulars, information, etc., called for are not made available by the Issuer Company.
21. The services rendered by the Lead Manager are on best efforts basis and in an advisory capacity. **The Lead Manager shall not be held responsible for any acts or omissions by the Issuer Company, provided the advice by the Lead manager is as per the SEBI (ICDR) Regulations, 2018.**
22. Any action in connection with the Issue on behalf of or by the Issuer Company shall be subject to prior consultation of the Lead Manager.
23. The Issuer Company hereby irrevocably and unconditionally indemnifies and agree to keep the Lead Manager, its directors, employees, representatives, agents, advisors and all persons claiming under it saved, defended, harmless and fully indemnified at all times on full indemnity basis from and against any cost, charges, damages, losses, claims, actions, liabilities, proceeding, suits, pronouncements, amounts, fines, penalties, levies, compensation and expenses (including without limiting reasonable attorney's fees and disbursements) arising out of its failure to comply with any of the clauses aforementioned. In case of any breach by the Issuer Company of the any of the Clause above in whatever manner, the Lead Manager shall be absolved automatically of its responsibility under this Agreement whatsoever the nature. Such responsibility arising out of the breach of this Agreement by the Issuer Company shall be solely that of the Issuer Company and/or its Key Managerial Personnel and not of the Lead Manager to the Issue (who are acting in a fiduciary capacity only), without in anyway, affecting the right of receiving fees as stated above. In such an event, the fee as has already been paid by the Issuer Company would stand forfeited. Further, without prejudice to the Lead Manager's right to claim any outstanding costs, charges and any losses, claims or damages suffered or likely to suffer in this regard to its standing and reputation, on account of breach of above mentioned stipulations, the Issuer Company shall reimburse all costs and expenses incurred as informed by the Lead Manager and also indicated herein, in full and without further recourse. Except where the Issuer Company has acted upon the advice of Lead Manager.

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24. The Lead Manager agrees to indemnify and hold harmless the Issuer Company and its affiliates and their respective directors, officers, employees, agents, representatives, advisors, their controlling persons and all persons claiming under them at all times, from and against any costs, charges, claims, actions, liabilities, levies, fines, losses, damages, penalties, expenses, compensation, suits, pronouncements or proceedings, suffered or incurred, including, without limitation, any legal or other fees and expenses actually incurred in connection with investigating, disputing, preparing or defending any action or claim, which are caused by any untrue statement of a material fact relating to information about the Lead Manager and/or provided by the Lead Manager in writing for inclusion in the Draft Prospectus or the Prospectus, the application form, or any amendments or supplements thereto, claims arising as a result of revocation of the SEBI (Merchant Bankers) Regulations, 1992, or any order/action of SEBI which debars the Lead Manager from accessing the capital markets either temporarily or permanently.
25. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of KCPL in capacity of Lead Manager, towards the Issuer Company and anyone claiming by or through the Issuer 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 KCPL till such date under this Agreement.
26. The Issuer Company shall, in mutual consultation, agree and abide by the written advice of the Lead Manager to suitably defer / postpone the Issue in the event of any happenings which in the opinion of the Lead Manager would tend to paralyse or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Issue.
27. The Lead Manager shall have the right to withdraw from the Issue if it is felt that it is against the interest of the investors. i.e. if the Lead Manager finds non-compliances of SEBI (ICDR) Regulations, 2018, as amended and any other major violations of all applicable Laws by the Issuer and related entities.
28. The Issuer Company shall not access the moneys raised in the Issue till finalization of Basis of Allotment and completion of the Listing formalities, in accordance with the applicable regulations.
29. The Issuer Company shall refund the moneys raised in the Issue to the applicants if required to do so for any reason such as failing to get listing permission or under any direction or order of the SEBI/BSE/RoC. The Issuer Company shall pay requisite interest amount if so required under the laws or direction of order of the SEBI/BSE.
30. The Issuer Company shall provide all such information/ documents to the Lead Manager as required by the Lead Manager for the purpose of any disclosures that the BSE/SEBI/RoC may require after the filing of the Draft Prospectus /Prospectus.
31. The terms of this Agreement for services by KCPL for the Issue in the capacity of Lead Manager, are based upon the prevailing legal environment in India by way of prescribed rules and regulations by regulatory bodies such as the Ministry of Finance, Ministry of Corporate 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 Issue unsuccessful for the reasons beyond KCPL and the Issuer Company's control shall not be counted as KCPL's failure.

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36. Management Fees for acting as the Lead Manager to the Initial Public Issue of Equity Shares will be as per the Engagement Letter. The termination of this Agreement shall not affect any fees which may have been accrued to LM till the date of such termination, in accordance with the Engagement Letter. In case of any inconsistency or dispute between the terms relating to fees and expenses in this Agreement and the Engagement Letter, the terms of the respective Engagement Letters shall prevail.
37. The Lead Manager shall be entitled to withhold amount to the extent of fee, commission, marketing fee etc., payable to various intermediaries related to the Issue, standing in Public Issue Account, before the issue proceeds from Public Issue Account are transferred to the Issuer Company.
38. **Drop Dead Fee:** During the tenure of the Issue assignment, in case of an unlikely event of either of the parties deciding to withdraw or rescind the above Agreement, they would be at a liberty to do so as per mutual consent and understanding. However, fee received upto the date of withdrawal or rescission shall not be liable to be refunded.
39. In case the Stock Exchange, does not approve the proposed issue or even after its approval (observations issued), the Issue could not be opened due to market scenario or is delayed for any reason whatsoever on the directions of SEBI, stock exchange or any other regulatory authority, the Lead Manager shall not be responsible for such an eventuality and shall not be subjected to any financial or non-financial liability (including any interest liability on account of delayed listing) of any kind or nature. The Lead Manager shall have the liberty to withdraw from the Issue after intimating to the Issuer Company in writing.
40. If any dispute, difference or claim arises between the Parties (the "Disputing Parties") hereto in connection with the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within fifteen business days after a written request by any Disputing Party to commence discussions (or such longer period as the Disputing Parties may agree in writing) then the dispute shall be referred to a mutually agreed arbitrator who shall proceed as per the Arbitration and Conciliation Act, 1996. **The arbitration shall take place in Pune, Maharashtra, India.**
41. 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.
42. Subject to the provisions of Clause 37 and 38 above, any dispute arising out of terms of the Agreement will be subject to the jurisdiction of appropriate court(s) in Pune, Maharashtra.
43. The Issuer Company shall not withhold any material development which may affect the financial position of the Issuer Company and this Issue adversely in any manner whatsoever or any adverse feature/ development materially affecting the proposed Issue which takes place any time before or after the Draft Prospectus/Prospectus has been filed with the Board/ Registrar of Companies /BSE, and /or up to the date of Issue Opening, and /or up to the date of Issue Closing, and/or up to the date of allotment of securities comprised in this Issue and/or Refund of moneys to applicants, and/or postage of certificates to the allottees, and/or listing of the securities on the SME Platform of BSE.

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32. **Time Frame:** The assignment is expected to be completed in the shortest possible time. However, it is to be distinctly understood that the pace of the progress of the issue would depend on the time taken for statutory clearances and the flow of information from the Issuer Company/Directors/Promoters/Selling Shareholder and Top Management.

33. **Terms and Termination:**

- i. The LM engagements shall have commenced as of the date(s) specified in the Engagement Letters and shall continue until the receipt of listing and trading approvals for the Offered Shares from the Stock Exchanges or such other date that may be agreed by the Parties.
  - ii. The Engagement shall continue till the completion of all formalities in respect of the Offer and the completion of applicable compliances prescribed by the SEBI and the Stock Exchanges regarding the Offer, unless terminated earlier pursuant to the terms of the Engagement Letters and this Agreement.
  - iii. The Selling Shareholder, the Issuer Company and LM, may terminate this Agreement with written mutual consent in writing.
  - iv. In case the Offer is withdrawn or abandoned for any reason other than a default in the duties of the LM, this Agreement shall be terminated.
34. Notwithstanding anything stated in Clause 33 above on the occurrence of the following force majeure conditions, the Parties shall meet to mutually decide on the future course of action and in the event they fail to arrive at a mutually agreeable course of action within a period of (15) fifteen days from the date on which the force majeure event occurred, then any of the Parties, with respect to itself, shall be entitled to terminate this Agreement after the expiry of the said period of fifteen (15) days, by giving a written notice thereof to the other Parties.

- i. a complete break down or dislocation of business in the major financial markets affecting any or all of the cities of Pune, New Delhi, Mumbai, Kolkata or Chennai as a result of which the success of the Offer is likely to be adversely affected;
- ii. declaration of war or occurrence of insurrection, civil commotion, pandemics or any other serious or sustained financial, political or industrial emergency or disturbance affecting the financial markets in any or all of the cities of Pune, New Delhi, Mumbai, Kolkata or Chennai as a result of which the success of the Offer or its completion is likely to be adversely affected;
- iii. occurrence of any material adverse change in the international financial or political conditions as a result of which trading generally on the Stock Exchanges or either of the Stock Exchanges is suspended for a continuous period of more than five business days or future trading on the Stock Exchanges is likely to be materially limited or restricted as a result of which the success of the Offer or its completion is likely to be adversely affected; or
- iv. Any other event as may be agreed to, in writing, between the Parties.

35. Upon termination of this Agreement, the Parties to this Agreement shall (except for any liability arising before or in relation to such termination and except as otherwise provided herein) be released and discharged from their respective obligations under or pursuant to this Agreement, provided that Clauses 46 (Confidentiality), 23, 24 (Indemnity) and 40 (Arbitration) shall survive such termination.

GOLD CIRCLE VENTURE PARTNERS LLP

Partner / Authorised Signatory

For KREO CAPITAL PVT. LTD.

Authorised Signatory/Director

3C IT SOLUTIONS & TELECOMS (INDIA) LIMITED

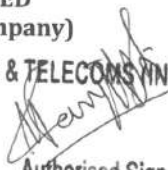
Authorised Signatory/Director

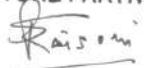



44. In case of any major non-disclosure/withholding of the financial information and/or financial arrangements other than disclosed in the Draft Prospectus / Prospectus and/or any other material development affecting the operations of the Issuer Company, post filing the Issue document with BSE, SEBI and RoC and during the period before opening of the Issue till listing and trading of the Equity Shares at the SME platform of BSE by the Issuer Company, the Lead Manager shall have the liberty to withdraw from the issue without any financial or any other liability of what so ever in nature or type, as the case may be.
45. The Issuer Company undertake to disclose to the Public any material development or any financial arrangement which may be undertaken by the Issuer Company, post filing of the Draft Prospectus/Prospectus with BSE, SEBI and RoC and during the period before opening of the Issue till listing and trading of the Shares at the SME platform of BSE by the Issuer Company, in accordance with the provisions of the Companies Act, 1956 and Companies Act 2013 (to the extent notified) and the SEBI (ICDR) Regulations, 2018 as amended.
46. **Confidentiality:** All information provided by the Issuer Company would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the Draft Prospectus/Prospectus to confirm to SEBI (ICDR) Regulations, 2018.

Information provided shall be used exclusively for the purpose of the transaction envisaged herein only.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and the year hereinabove written.

<b>For and on behalf of</b>  <b>3C IT SOLUTIONS &amp; TELECOMS (INDIA) LIMITED</b> <b>(As Issuer Company)</b>  <b>3C IT SOLUTIONS &amp; TELECOMS (INDIA) LIMITED</b> <b>Authorised Signatory/Director</b> <b>Ranjit Kulladhaja Mayengbam</b> <b>(Managing Director)</b> <b>DIN: 06929013</b>	<b>Witness</b> <b>Name:</b> <u>Laxmi Tiwari</u> <b>Address:</b> <u>Somwar Peth, Pune</u> <u>Laxmi</u> <b>Signature</b>
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<b>For and on behalf of</b>  <b>Gold Circle Venture Partners LLP</b> <b>(As Selling Shareholder)</b> <b>GOLD CIRCLE VENTURE PARTNERS LLP</b>  <b>Partner / Authorised Signatory</b> <b>Siddharth Shekhar Raisoni</b> <b>(Designated Partner)</b> <b>DIN: 03274539</b>	<b>Witness</b> <b>Name:</b> <u>Sonu Yadav</u> <b>Address:</b> <u>Pune</u>  <b>Signature</b>
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For and on behalf of  
KREO CAPITAL PRIVATE LIMITED  
(As Lead Manager and Underwriter to  
the Issue)



Ayush Parakh  
Compliance Officer  
DIN: 08992509



Witness

Name:

KUSHAL AGRAWAL

Address: DAJERIYA, NAGPUR.



Signature