



INDIAN – NON JUDICIAL
GOVERNMENT OF MAHARASHTRA
Certificate of Payment under Section 10D

Document Reference No: MH21INESL2026035851153 Stamp Duty of Rs. 500.00

paid by INDUSIND BANK LTD

vide GRN No. MH016059384202526E

which has been defaced by Defacement No. 0009118953202526

dated 2026-01-28 16:08:28.0

Loan/Consideration Amount 500.00

Borrower / Counter Party REGAL ENTERTAINMENT AND CONSULTANTS LTD

Date Of Certification 04-Feb-2026 16:56 PM

DOCUMENT TYPE	Article 5(h)(B) Agreement or its Records or Memorandum of an
Stamp Duty Calculated	500
Stamp Duty Paid	500.00

Bank Officer's Signature

Designation: EVP & HEAD
OPERATIONS, INDUSIND BANK LTD

Date/Time: 04-02-2026 16:56:53



INDIAN – NON JUDICIAL
GOVERNMENT OF MAHARASHTRA
Certificate of Payment under Section 10D

Document Reference No: MH11INESL2026035465087 Stamp Duty of Rs. 500.00

paid by INDUSIND BANK LTD

vide GRN No. MH016059384202526E

which has been defaced by Defacement No. 0009118953202526

dated 2026-01-28 16:08:28.0

Loan/Consideration Amount 500.00

Borrower / Counter Party REGAL ENTERTAINMENT AND CONSULTANTS LTD

Date Of Certification 04-Feb-2026 16:57 PM

DOCUMENT TYPE	Article 35 Indemnity Bond
Stamp Duty Calculated	500
Stamp Duty Paid	500.00

Bank Officer's Signature

Designation: EVP & HEAD
OPERATIONS,INDUSIND BANK LTD

Date/Time: 04-02-2026 16:57:22



INDIAN – NON JUDICIAL
GOVERNMENT OF MAHARASHTRA
Certificate of Payment under Section 10D

Document Reference No: MH18INESL2026035080833 Stamp Duty of Rs. 500.00

paid by INDUSIND BANK LTD

vide GRN No. MH016059384202526E

which has been defaced by Defacement No. 0009118953202526

dated 2026-01-28 16:08:28.0

Loan/Consideration Amount 500.00

Borrower / Counter Party REGAL ENTERTAINMENT AND CONSULTANTS LTD

Date Of Certification 04-Feb-2026 16:57 PM

DOCUMENT TYPE	Article 4 Affidavit
Stamp Duty Calculated	500
Stamp Duty Paid	500.00

Bank Officer's Signature

Designation: EVP & HEAD
OPERATIONS, INDUSIND BANK LTD

Date/Time: 04-02-2026 16:57:58



INDIAN – NON JUDICIAL
GOVERNMENT OF MAHARASHTRA
Certificate of Payment under Section 10D

Document Reference No: MH21INESL2026035986234 Stamp Duty of Rs. 500.00

paid by INDUSIND BANK LTD

vide GRN No. MH016059384202526E

which has been defaced by Defacement No. 0009118953202526

dated 2026-01-28 16:08:28.0

Loan/Consideration Amount 500.00

Borrower / Counter Party REGAL ENTERTAINMENT AND CONSULTANTS LTD

Date Of Certification 04-Feb-2026 16:58 PM

DOCUMENT TYPE	Article 5(h)(B) Agreement or its Records or Memorandum of an
Stamp Duty Calculated	500
Stamp Duty Paid	500.00

Bank Officer's Signature

Designation: EVP & HEAD
OPERATIONS,INDUSIND BANK LTD

Date/Time: 04-02-2026 16:58:27

THIS BANKER TO THE ISSUE AGREEMENT (THE “AGREEMENT”), IS ENTERED ON THIS 04TH DAY OF FEBRUARY, 2026 AT MUMBAI BY AND AMONG:

REGAL ENTERTAINMENT AND CONSULTANTS LIMITED, a public limited company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 419D Fourth Floor Horniman Circle Chambers (Podar Chambers) Syed Abdullah Brelvi Marg, Fort Mumbai, Maharashtra 400001 (hereinafter referred to as the **“Company”** or **“Issuer”**), 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

BIGSHARE SERVICES PRIVATE LIMITED, a company incorporated under Companies Act, 1956 and having its corporate office at Office No S6-2, 6th floor Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai – 400093, Maharashtra India (hereinafter referred to as the **“Registrar”** or **“Registrar to the Issue”**, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

INDUSIND BANK LIMITED, a banking company incorporated under the Companies Act, 1956, and having its registered office at 2401 Gen. Thimmayya Road (Cantonment), Pune-411 001, Maharashtra, India and a branch office Andheri, Mumbai (hereinafter referred to as the **“Allotment Bank”** or **“Banker to the Issue”** or **“Refund Bank”** as the context requires, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

The Company, the Registrar and the Banker to the Issue are hereinafter collectively referred to as **“Parties”** and individually as **“Party”**.

In this Agreement:

- (i) INDUSIND in its capacity, is referred to as the **“Allotment Bank”** and the **“Refund Bank”**, as may be necessary;
- (ii) The Allotment Bank and the Refund Bank are collectively referred to as the **“Bankers to the Issue”** or **“Rights Issue Bank”**; and

WHEREAS

- A. The Company is proposing to issue up to as per the letter of offer to be filed with the exchanges at time of issue of shares fully paid-up equity shares of face value of ₹ 10/- each (the “**Rights Equity Shares**”) for cash at a price of as per the letter of offer to be filed with exchanges at time of issue of share, aggregating up to ₹ 850 lakhs on a rights basis (the “**Issue**”), to Eligible Equity Shareholders (as defined herein below) in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) read with the provisions of the SEBI Rights Issue Circulars and other applicable statutory and/or regulatory requirements at such price as may be decided by the Issuer. The Rights Equity Shares referred are being offered and sold outside the United States in “offshore transactions” as defined in and in compliance with Regulation under the U.S. Securities Act of 1933, as amended (“**Securities Act**”) to existing shareholders located in jurisdictions where such offer and sale of the Rights Equity Shares is permitted under laws of such jurisdictions.
- B. The Issue has been authorised by the resolution passed by the board of directors of the Company at its meeting held on February 04, 2026.
- C. The Company has approached and appointed **BIGSHARE SERVICES PRIVATE LIMITED** as the Registrar to the Issue pursuant to and by way of an agreement executed by and between the Company and the Registrar.
- D. The Company has applied for in-principle approval from the BSE Limited (“**BSE**” or “**Stock Exchange**”) for listing of the Rights Equity Shares to be allotted in the Issue.
- E. Having regard to the need to conclude the process of Allotment (as defined herein below) and listing of the Rights Equity Shares pursuant to the Issue, consistent with the statutory/regulatory requirements, it is required to appoint the Banker to the Issue to deal with collection of Application Monies, and other matters related thereto in relation to the Issue. Pursuant to provisions of the SEBI Rights Issue Circulars, all Applicants (including Renouncees) are required to make an Application in the Issue through the ASBA process. Accordingly, in order to enable the collection of Application Monies in relation to the Issue and other matters related thereto and for the retention of Application Monies in the Allotment Account received from all

Applicants and the transfer of funds from the Allotment Account, the Company, has agreed to appoint IndusInd Bank Limited as the Allotment Bank, as per the terms set out in this Agreement.

- F. In furtherance to the above and at the request of the Company, IndusInd Bank Limited has agreed to act as the Banker to the Issue, in its capacity, in order to enable the completion of the Issue, and in accordance with the process to be specified in the Letter of Offer and subject to the terms and conditions of this Agreement, to deal with the various matters relating to collection, appropriation and refund of Application Monies in relation to the Issue. [Note: IndusInd to operate in terms of process specified in the Agreement and Letter of Offer. The Letter of Offer can be provided to IndusInd Team for them to go through and identify the obligations.]

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby mutually agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

All capitalised terms used in this Agreement, including in the recitals, shall, unless specifically defined in this Agreement, have the meanings assigned to them in the Issue Documents (as defined herein), as the context requires. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Issue Documents shall prevail, to the extent of such inconsistency or discrepancy. The following terms shall have the meanings ascribed to such terms below:

"Abridged Letter of Offer" refers to a condensed version of the detailed letter of offer, which provides essential information about the securities being offered for subscription. It contains key details such as the nature of the securities being offered, the price, the terms, and conditions of the offer, and other relevant information, presented in a concise manner. This abridged version is prepared for the convenience of investors and provides an overview of the offering, allowing them to make an informed decision about whether to consider the detailed offer document.

“Affiliates” with respect to any Party shall mean (a) any other person that, directly or indirectly, through one or more intermediaries, controls, is Controlled by or is under common Control with such Party, (b) any other person which is a Holding Company, Subsidiary or Associate of such Party, and/or (c) any other person in which such Party has a significant influence or which has significant influence over such Party, where **“significant influence”** over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 10% or more interest in the voting power of that person are presumed to have a significant influence over that person. In addition, the Promoter, the members of the Promoter Group and Group Companies are deemed to be Affiliates of the Company. For the purposes of this definition, (i) the term **“Holding Company”** **“Subsidiary”** and **“Associates”** have the meanings set forth in Sections 2(46), 2(87) and 2(6) of the Companies Act, 2013 respectively and(ii) the terms **“Promoter”**, **“Promoter Group”** and **“Group Companies”** shall have the respective meanings set forth in the SEBI ICDR Regulations;

“Agreement” shall have the meaning ascribed to such term in the preamble to this Agreement;

“Allotment” or **“Allotted”** shall mean the allotment of Rights Equity Shares to successful Applicants pursuant to the Issue;

“Allotment Account” shall mean the Allotment Account opened by IndusInd Bank Limited in its capacity as the Allotment Bank, into which the Application Money blocked in the respective applicant accounts with respect to successful Applicants will be transferred;

“Applicable Law” shall mean any applicable law, regulation, bye-law, rule, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), listing agreement with the Stock Exchange (as defined hereafter), compulsory guidance, rule, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, within or outside India, including any applicable law in any relevant jurisdiction, including the Securities and Exchange Board of India Act, 1992, the SCRA (Securities Contracts(Regulation) Act 1956 as defined hereafter, the SCRR (Securities Contracts (Regulation) Rules 1957 (as defined hereafter), the Companies Act (as defined hereinafter), the SEBI ICDR Regulations, the SEBI Listing

Regulations (Regulations lays down the provisions for effective corporate governance and fair disclosures by listed companies (as defined hereafter), the Foreign Exchange Management Act, 1999 and rules and regulations thereunder, including the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, and the guidelines, instructions, rules, communications, circulars and regulations issued by the Government of India, the Registrar of Companies (as defined hereinafter), SEBI (as defined hereinafter), RBI (as defined hereinafter), the Stock Exchange or by any other Governmental Authority and similar agreements, rules, regulations, orders and directions in force, whether in India or overseas;

“Applicants” / “Investors” shall mean Eligible Equity Shareholder(s) and/or Renouncee(s) who are entitled to apply or make an application for Allotment of Rights Equity Shares pursuant to the Issue;

“Application” shall mean an application made during the Issue period, whether through submitting the Application Form or a plain paper application to the Designated Branch of the SCSB or online/ electronic application through the website of the SCSBs;

“Application Form” shall, unless the context otherwise requires, mean an application form (including online application form available for submission of application or through the website of the SCSBs (if made available by such SCSBs) under the ASBA process) used by an Applicant to make an application for the Allotment of Rights Equity Shares in this Issue;

“Application Money” / “Application Amount” shall mean the aggregate amount payable at the time of Application in respect of the Rights Equity Shares applied for in this Issue;

“Application Supported by Blocked Amount” / “ASBA” shall mean the Application (whether physical or electronic) used by an Applicant to make an Application authorising the SCSB to block the Application Money in the ASBA Account of the Applicant, maintained with the SCSB;

“Banker to the Issue” shall mean INDUSIND BANK LIMITED, collectively acting as Allotment Bank and the Refund Bank

“Business Hours” on any Business Day shall mean the normal hours of work of the Allotment Bank, starting from 10.00 am and ending at 5:00 p.m.

“Basis of Allotment” means the basis on which the Rights Equity Shares will be Allotted in the Issue, in consultation with the Designated Stock Exchange, and as detailed in the Letter of Offer;

“Beneficiaries” are referred to Allottees investor or refund investor.

“BSE” shall have the meaning ascribed to such term in Recital E;

“Business Day” shall mean a day other than Saturday, Sunday, public or a national holiday on which scheduled commercial banks are open for normal banking business in Mumbai and where the branch office of the Issuer is located and are open for general banking operations business;

“Company” or **“Issuer”** shall have the meaning ascribed to such term in the preamble to this Agreement;

“Companies Act” shall mean the Companies Act, 2013, and the rules and regulations framed thereunder, each as amended and to the extent notified;

“Designated Branches” shall mean those branches of the SCSBs which shall collect the Application Form or the plain paper application, as the case may be, in physical form;

“Designated Stock Exchange” shall mean BSE Limited;

“Eligible Equity Shareholder” shall mean a holder of Equity Shares, as on the Record Date;

“Equity Shares” shall mean the existing equity shares of the Company having face value of ₹ 10/- each;

“Governmental Authority” shall include the SEBI, the Stock Exchange, any Registrar of Companies, the RBI, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;

“Instructions” shall mean the Instructions from the Company and RTA in relation to the Issue in written through mail.

“Issue” shall have the meaning ascribed to such term in Recital A;

“Issue Amount” shall refer to the sum total of the Application Money received from the Applicants towards Allotment of the Rights Equity Shares in the Issue;

“Issue Closing Date” shall mean the date after which the SCSBs (through its Designated Branches or through the online/electronic application on the website of the SCSBs (if made available by such SCSBs)) will not accept any Applications for the Issue, as intimated by the company to the Banker to the Issue and the Registrar in the format as annexed hereto and marked as **Annexure A**;

“Issue Documents” shall mean the Letter of Offer, the Abridged Letter of Offer, the Application Form and the Rights Entitlement Letter, if any, together with all amendments, corrigendum, corrections, supplements or notices to investors, for use in connection with the Issue;

“Issue Opening Date” shall mean the date on which the SCSBs (through its Designated Branches or through the online/electronic application on the website of the SCSBs (if made available by such SCSBs)) shall start accepting Applications for the Issue, as intimated by the Company to the Banker to the Issue and the Registrar in the format as annexed hereto and marked as **Annexure A**;

“Letter of Offer” shall mean the letter of offer proposed to be filed with the Stock Exchange and SEBI containing *inter-alia*, the Issue Price, the size of the Issue and certain other Issue related information and shall include the abridged version of the Letter of Offer, and all

amendments, corrections, supplements or notices to investors, for use in connection with the Issue;

“Material Adverse Effect” shall refer to significant and adverse change in the business, financial condition, or operations of the Company.

“NACH” shall mean National Automated Clearing House utilised for transactions for debit clearing and credit clearing;

“NEFT” shall mean National Electronic Fund Transfer in terms of the regulations and directions issued by the Reserve Bank of India or any regulatory or statutory body;

“RBI” shall mean the Reserve Bank of India;

“Record Date” shall mean the designated date for the purpose of determining the shareholders of the Company which are eligible to apply for Rights Equity Shares in the Issue;

“Registrar” or **“Registrar to the Issue”** shall have the meaning given to such term in the preamble to this Agreement;

“Registrar of Companies” or **“ROC”** shall mean the Registrar of Companies, National Capital and Territory of Delhi and Haryana;

“Renouncee(s)” shall mean any person(s) who, not being the original recipient, has/have acquired the Rights Entitlements, in accordance with the SEBI ICDR Regulations read with the SEBI Rights Issue Circulars;

“Restricted Party” shall mean a person that is listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List;

“Refund Account” shall mean the account opened with INDUSIND BANK LIMITED, in its capacity as the Refund Bank, from which refunds, if any, of the whole or part of the Issue Amount shall be made and which shall be operated in accordance with the terms hereof;

“Rights Entitlement” shall mean the number of Rights Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by such Eligible Equity Shareholder on the Record Date;

“Rights Entitlement Letter (REL)” is a document sent to existing shareholders of a company, informing them of their right to purchase additional shares at a predetermined price and within a specific timeframe. This letter outlines the terms of the rights offering, including the number of additional shares available for purchase and the subscription price, as well as providing instructions for exercising the rights. The purpose of the REL is to offer current shareholders the opportunity to maintain or increase their ownership stake in the company while allowing the company to raise additional capital.

“Right Equity Shares” shall have the meaning ascribed to such term in Recital A;

“RTGS” shall mean Real Time Gross Settlement;

“Sanctions” shall mean the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted, recognised or enforced by the Indian Government or by any regulator in India (together (**“the Sanctions Authorities”**));

“Sanctions List” shall mean the “Specially Designated Nationals and Blocked Persons” list maintained by the Reserve Bank of India, or public announcement of Sanctions designation made by, any of the Sanctions Authorities;

“Self-Certified Syndicate Bank” or **“SCSB”** shall mean a self-certified syndicate bank registered with SEBI, which offers the facility of ASBA;

“SEBI” shall mean the Securities and Exchange Board of India;

“SEBI ICDR Regulations” shall have the meaning ascribed to such term in Recital A;

“SEBI Rights Issue Circulars” shall collectively mean the SEBI circular bearing reference number SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020;

“Stock Exchange” shall mean BSE Limited;

“Surplus Amount” shall mean such portion of the Application Money received pursuant to the Issue for which the Rights Equity Shares applied for are not Allotted;

“Transfer Date” shall mean the date on which the Application Money blocked in the respective applicant account will be transferred to the Allotment Account and / or Refund Account , upon finalization of the Basis of Allotment and as approved by the Designated Stock Exchange; and

“Working Day” shall have the meaning ascribed to it under Regulation 2(1)(mmm) of the SEBI ICDR Regulations.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) words denoting the singular number shall include the plural and vice versa;
- (b) words denoting a person shall include a natural person, corporation, company, partnership, trust or other entity, whether incorporated or not;

- (c) heading and bold type face 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 Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;
- (f) references to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
- (g) a reference to a clause, paragraph, recital, preamble or annexure is, unless indicated to the contrary, a reference to a clause, paragraph, recital, preamble or annexure of this Agreement;
- (h) unless otherwise defined the reference to the word ‘days’ shall mean calendar days;
- (i) reference to any other statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be amended, modified or re-enacted; and
- (j) capitalised terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Letter of Offer.

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

2 BANKER TO THE ISSUE AND ALLOTMENT ACCOUNT AND REFUND ACCOUNT

2.1 At the request of the Company, the Banker to the Issue hereby agrees to act as such, in relation

to the Issue, and to perform such function/duties and provide such services that a banker to an issue is generally expected to provide, in order to enable the completion of the Issue in accordance with the process specified in the Letter of Offer, this Agreement, the SEBI ICDR Regulations read with the provisions of the SEBI Rights Issue Circulars and other Applicable Laws. The duties, responsibilities and liabilities of the Banker to the Issue mentioned in this Agreement shall be limited to the account opened and maintained with it, for the Issue, which shall be in accordance with this Agreement and in accordance with the Letter of Offer, the SEBI ICDR Regulations and other Applicable Laws.

Simultaneously with the execution of this Agreement, the Allotment Bank shall establish a 'no-lien' and non-interest bearing account with itself (hereinafter referred to as the "**Allotment Account**") which shall be a current account established by the Company to receive the transfer of Application Monies in case of successful Applicants from the ASBA Accounts. The Allotment Account shall be designated as "**REGAL ENTERTAINMENT AND CONSULTANTS LIMITED RIGHTS ISSUE ALLOTMENT ESCROW AC**". The Allotment Bank shall, immediately and not later than one Business Day of the opening of the Allotment Account, intimate the Company, in writing of opening of the Allotment Account, in the manner set forth in **Annexure H**.

- 2.2 The Parties acknowledge and agree that, in terms of Regulation 76 of the SEBI ICDR Regulations read with the provisions of the SEBI Rights Issue Circulars, all Investors are required to make an Application in the Issue by using the ASBA process.
- 2.3 The Company shall execute all documents and provide further information as may be required by the Banker to the Issue for the establishment of the above account, namely the Allotment Account. The monies lying to the credit of the Allotment Account shall be held by the Banker to the Issue, solely for the benefit of the Beneficiaries, determined in accordance with the terms of this Agreement and Applicable Law. The Banker to the Issue shall neither have any lien, encumbrance or any other right in respect of the amounts standing to the credit of any of the Allotment Account, nor have any right to set off, against such amount, any other amount claimed by any of the Banker to the Issue against the Company or any person, including by reason of non-payment of charges or fees to the Banker to the Issue, as the case may be, for rendering services as agreed under this Agreement or for any other reason whatsoever.
- 2.4 The operation of the Allotment Account by the Allotment Bank in their respective capacities, shall be strictly in accordance with the terms of this Agreement and Applicable Laws. None of the Allotment Account shall have cheque drawing facilities. Any deposits into or withdrawals and transfers from such account shall be made strictly in accordance with the provisions of Clause 3 of this Agreement.

- 2.5 The Banker to the Issue hereby agrees, confirms and declares that it does not have (and will not have) any beneficial interest (by whatever name called) of any kind whatsoever on the amounts lying to the credit of any of the Allotment Account and Refund Account, as the case may be, and that such amounts shall be held and transferred from such account in accordance with the provisions of this Agreement, the Letter of Offer, Applicable Laws and the instructions issued in terms thereof by the relevant Party(ies) in accordance with this Agreement.
- 2.6 The Banker to the Issue hereby agree and confirm, that it shall comply, with the terms of this Agreement, the Letter of Offer, Applicable Laws along with all directives or instructions issued by SEBI or any other regulatory authority, the Company and the Registrar, in connection with its responsibilities as a Banker to the Issue.

The Banker to the Issue hereby agrees and confirms, that it shall be fully responsible for, and any breach of the terms and conditions of this Agreement and for all acts and omissions under this Agreement, to the extent that such breach is in relation to any act or omission of the Banker to the Issue

- 2.7 Simultaneously with the execution of this Agreement, the Refund Bank shall, subject to a valid written request from the Company and based on the Company's eligibility as per the process of the Refund Bank, establish one or more 'no-lien', unencumbered and non-interest bearing accounts for the purpose of facilitating the transactions contemplated under this Agreement based on the request of the Company (hereinafter referred to as the "**Refund Account**"). The Refund Account shall be designated as "**REGAL ENTERTAINMENT AND CONSULTANTS LIMITED RIGHTS ISSUE – REFUND AC**". The Refund Bank shall, immediately and no later than one (01) Business Day of the opening of the Refund Account, intimate the Company, in writing of opening of the Refund Account, in the manner set forth in **Annexure H**.

3 OPERATION OF ALLOTMENT ACCOUNT AND THE REFUND ACCOUNT

3.1 Withdrawals and/or application of Application Monies credited to the Allotment Account /or the Refund Account

- 3.1.1 The Banker to the Issue agrees and acknowledges that, in terms of Regulation 76 of the SEBI ICDR Regulations read with the provisions of the SEBI Rights Issue Circulars, and the Letter of Offer, all Investors are required to make an Application in the Issue by using the ASBA process. Further, the Banker to the Issue confirms that it shall not accept any Application Form from any Applicant in the Issue, except in its capacity as an SCSB. The Banker to the Issue shall strictly follow the instructions of the Registrar in this regard.

3.1.2 In the event of any inadvertent error in calculation of any amounts to be transferred from the Allotment Account, the Company and the Registrar jointly, may pursuant to an intimation in writing to the Banker to the Issue, as necessary, provide revised instructions to such Banker to the Issue, as applicable, to transfer the specified amounts to the Allotment Account, provided that such revised instructions shall be issued by the Company or the Registrar promptly upon becoming aware of such error having occurred duly signed by the same Parties (or erroneous instruction having been delivered). On the issuance of revised instructions as per this Clause 3, the erroneous instruction(s) previously issued in this regard to the Banker to the Issue, as applicable, shall stand cancelled and superseded by the revised instructions as per this Clause 3, without any further act, intimation or instruction being required from or by any Party, and the obligations and responsibilities of the respective Parties in this regard shall be construed with reference to the revised instructions so delivered by the Company and/or the Registrar duly signed by the same Parties in terms of this Clause 3.

3.1.3 Failure of the Issue

- (a) The Issue shall be deemed to have failed in the event of the occurrence of any of the following events:
 - (i) any event due to which the process of Applications cannot start on the dates mentioned in the Letter of Offer (including any revisions thereof) or the Issue not opening on the Issue Opening Date or any other revised date agreed between the Parties for any reason; or
 - (ii) the Issue shall have become illegal or non-compliant with Applicable Law or shall have been enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to Applicable Law or any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Issue; or
 - (iii) the declaration of the intention of the Company, to withdraw and/or cancel and/or abandon the Issue at any time after the Issue Opening Date but prior to the Transfer Date, subject to compliance with the SEBI ICDR Regulations and circulars issued thereunder; or

- (iv) non-receipt of any requisite regulatory approval in relation to the Issue, in a timely manner or at all, in accordance with the Applicable Laws or at all, including the refusal by a Stock Exchange to grant the final listing and trading approval or non-disposition of an application for a listing and trading approval by a Stock Exchange within the period specified under Applicable Laws; or
 - (v) non-receipt of any regulatory approvals in a timely manner in accordance with the Applicable Law or at all, including, the listing and trading approval; or
 - (vi) such other event as may be agreed upon, in writing, by the Company.
- (b) The Company and RTA shall, on becoming aware of an event specified in Clause 3.1.3(a) or following receipt of the relevant information regarding such event, jointly, intimate in writing to the Banker to the Issue and the Registrar of the occurrence of any event specified in Clause 3.1.3(a), in the manner as set forth in **Annexure F**.
- (c) On receipt of written intimation of the failure of the Issue, from the Company, the Registrar, shall forthwith, but not later than one (1) Business Day following the reconciliation of accounts with the Banker to the Issue, provide to the SCSBs, the Banker to the Issue and the Company: (i) a list of Beneficiaries and the amounts to be refunded to such Beneficiaries; and (ii) a list of Applicants for unblocking of the Application Monies in the relevant ASBA Accounts. The Registrar agrees to be bound by any such instructions from the Company and agrees to render all requisite cooperation and assistance in this regard.
- (d) The Company, along with the Registrar shall, on receipt of information as specified in Clause 3.1.3(b), issue instructions, as applicable(i) to the SCSBs to unblock all the Application Monies, blocked in the ASBA Accounts of the Applicants; (ii) in the event the Application Monies have been transferred to the Allotment Account, prior to the occurrence of an event of failure of the Issue, to the Banker to the Issue, in the manner set forth in **Annexure E** for transferring the Application Monies standing to the credit of the Allotment Account maintained with the Allotment Bank to the Refund Account. Further, the Company, and the Registrar, shall issue instructions to the Refund Bank as set forth in **Annexure J** for transferring the monies from the Refund Account to the

relevant Applicants..

- (e) The Banker to the Issue shall upon receipt of an intimation in writing as per Clause 3.1.3(b) and upon receipt of the list of Beneficiaries and the amounts to be refunded to such Beneficiaries in accordance with Clause 3.1.3(c), after notice to the Company, forthwith but not later than one (01) Business Day, ensure the transfer of any amounts standing to the credit of the Allotment Account, as applicable, to the Refund Account and subsequently to the respective bank accounts of the Beneficiaries, in accordance with the procedure set forth in the Letter of Offer.
- (f) The Banker to the Issue shall be discharged of its legal obligations under this Agreement only if it has acted in a *bona fide* manner and in good faith and as per the Instructions received in accordance with the terms of this Agreement, the Letter of Offer and Applicable Laws.
- (g) The Refund Bank, in its capacity as such, confirms that it has the relevant technology/processes to ensure that refunds required to be made pursuant to the failure of the Issue as mentioned in this Agreement, shall be remitted to the respective ASBA bank accounts of the Investors where the Application Money was blocked for Applications under the ASBA process, in the event the Application Monies have been transferred to the Refund Account from the Allotment Account, upon the occurrence of an event of failure of the Issue. Such Beneficiaries/Applicants will be sent a refund intimation (by way of an email) informing them about the credit of refund, within twelve (12) Working Days after the Issue Closing Date by the Registrar.

3.1.4 Events other than failure of the Issue

In the event, the Issue is not completed in the manner described in the Letter of Offer, the SEBI ICDR Regulations and any other Applicable Law after the funds are transferred to the Allotment Account, the Company shall, along with the Registrar, as provided in **Annexure E**, intimate the Banker to the Issue in writing and the Banker to the Issue shall, after notice to the Company, forthwith but not later than one (1) Business Day from the receipt of instructions in this respect, ensure that such funds are transferred from the Allotment Account to the Refund Account. The Refund Bank shall refund such amounts, within one (01) Business Day of the transfer of such amount to the Refund Account, to all Beneficiaries in accordance with the Applicable Law as per the modes specified in the Letter of Offer. All refunds under this Agreement

shall be payable by the Refund Bank and until such refunds are paid as agreed herein, the monies lying in the Refund Account shall be held solely for the benefit of the Beneficiaries without any right or lien thereon.

3.1.5 Completion of the Issue

- (a) The Company and RTA shall, after the filing of the Letter of Offer with the Designated Stock Exchange, intimate in writing in the prescribed format (specified in **Annexure A** hereto), the Issue Opening Date and the Issue Closing Date to the Banker to the Issue and the Registrar, at least 1 (one) Business Day prior to such Issue Opening Date and Issue Closing Date respectively. In case, the Issue is extended by the Company, the Company shall communicate such extension and new issue closing date before the original Issue Closing Date, to the Banker to the Issue.
- (b) On the finalisation of the Basis of Allotment, as approved by the Designated Stock Exchange, the Company and RTA shall, in writing in the prescribed format (specified in **Annexure B** hereto), intimate to the Banker to the Issue, the details of the Company Account to which the Application Money lying to the credit of the Allotment Account, with respect to successful Applicants, shall be transferred to, post receipt of the final listing and trading approvals. All Application Monies blocked under the ASBA process shall also get credited to the Allotment Account and the Refund Account, as applicable shall transfer, within Banking Hours, the Application Monies and/or the Surplus Amount, i.e., amounts liable to be refunded in accordance with the applicable statutory and/or regulatory requirements, to the Allotment Account and/or the Refund Account, as applicable.
- (c) Notwithstanding anything stated in this Agreement, in respect of the amounts lying to the credit of the Allotment Account, the following specific provisions shall be applicable:
 - (i) The Company agrees to retain requisite amount towards preliminary Issue expenses, including, without limitation advisory fees and other issue

expenses payable by the Company, in the Allotment Account until such time as the Company and RTA instructs the Banker to the Issue, as per **Annexure C**, with a copy to the Company and the Registrar.

- (ii) The Company and RTA shall, following the receipt of the final listing and trading approvals from the Stock Exchange, provide the Banker to the Issue, in the prescribed form (specified in **Annexure C** hereto), instructions stating the details of the payment towards advisory fees and other issue expenses payable by the Company.
- (iii) The instructions in form of **Annexure C** issued by the Company and RTA shall be binding on the Banker to the Issue irrespective of any contrary claim or instructions from any Party, including the Company. This provision is an irrevocable instruction from the Company to the Banker to the Issue, to debit the Allotment Account as per the details contained in **Annexure C**.
- (iv) The Banker to the Issue shall at all times, until instructions in accordance with **Annexure C** are received by it from the Company and RTA, retain the amount payable by the Company as issue expenses, in the Allotment Account and shall not act on any other instructions to the contrary by any person, including that of the Company.
- (v) The Company and RTA shall give specific instructions to the Allotment Bank, as per **Annexure D** along with a copy of the listing and trading approvals from the Stock Exchange, to release and transfer the balance monies (post deduction of the Issue expenses) lying to the credit of the Allotment Account to the account of the Company. The written instructions as per **Annexure C** and **Annexure D** shall be valid instructions if signed by the persons named in Clause 21 and whose specimen signatures are contained herein.
- (vi) Following the payment of all amounts as specified in **Annexure C** and **Annexure D**, the Company and RTA shall have full recourse to any balance amounts remaining in the Allotment Account.

3.1.6 **Refunds**

- a. In the event of a failure to complete the Issue in accordance with Clauses 3.1.3 of this Agreement, if the Application Monies have already been transferred to the Allotment Account, then upon receipt of written joint instructions from the

Company and the Registrar, in the form provided in **Annexure E**, the Banker to the Issue shall forthwith transfer the amounts lying credit of the relevant Allotment Account to the Refund Account and the Refund Bank shall make payments in accordance with Applicable Law. All refunds under this Agreement shall be payable by the Refund Bank and until such refunds are paid as agreed herein, the monies lying in the Refund Account shall be held for the benefit of the Beneficiaries without any right or lien thereon.

- b. In accordance with the procedure set out in the Letter of Offer, the Company, and the Registrar shall at any time on or after the Transfer Date, in the form provided in **Annexure I** hereto provide the Escrow Collection Bank, with joint instructions for the Surplus Amount, lying to the credit of the Escrow Account, if any, to be transferred to the Refund Account. Further, on or before the Transfer Date, the Registrar along with Company shall also provide the Refund Bank with details of the Applicants to whom refunds have to be made from the Refund Account in the form provided in **Annexure J** hereto.
- c. The Escrow Collection Bank agrees that it shall immediately and in any event no later than one (01) Business Day of receipt of instruction as per Clause 3.2.7(b), transfer the Surplus Amount to the Refund Account, with notice to the Company, and the Registrar. The Refund Bank shall immediately and in any event no later than one (01) Business Day of the receipt of instruction as per Clause 3.1.4(b), issue refund instructions to the electronic clearing house, with notice to the Company and the Registrar.
- d. The refunds pertaining to amounts in the Refund Account shall be made by the Refund Bank to the respective Applicants in accordance with and in the manner provided in the Letter of Offer.
- e. Any returns/rejects from NACH/NEFT/RTGS/Direct Credit will be refunded by way of demand drafts by the Refund Bank. The Refund Bank for such refunds will act in accordance with the instructions of the Registrar for issuances of these instruments.
- f. Online validation at the point of payment by the Refund Bank is subject to the Registrar providing complete master lists ("**Masters**") to the Refund Bank, in the format specified by the Refund Bank. The Registrar shall ensure that any change in the Masters is communicated to the Refund Bank immediately to ensure timely refund. The Registrar shall be liable for all consequences which may arise as a result of delay or error in such communication of the aforesaid changes to the Refund Bank and the Refund Bank disclaims all liabilities for effecting a payment as per the

Masters in their possession. The Refund Bank shall be responsible for reconciliation of the Refund Account with the Masters provided by the Registrar and the Refund Bank shall provide a list of paid/ unpaid cases at regular intervals or as desired by the Registrar, and/or the Company. Any inconsistencies observed by the Refund Bank between the Refund Account and the Masters shall be discussed with the Registrar, the Company prior to dispatch of refund.

- g. The Registrar will be responsible for the dispatch of letters of Allotment / Allotment Advice / refund intimation or other permissible means to communication allotment and refund details in a timely manner.
- h. The Refund Bank reserves the right to not dispatch the refund, if they are not mentioned in the Masters provided by the Registrar, or in case of any mismatch in any of the fields when compared for validation with the Masters.
- i. The Refund Bank shall comply with the terms of this Agreement, the Letter of Offer and all Applicable Laws, directives or instructions issued by the Company, and the Registrar to the Issue, in connection with its responsibilities as a Refund Bank.

3.2 Closure of the Allotment Account and Refund Account

- 3.2.1. Upon receipt of instructions from the Company and RTA, as per **Annexure G** in writing, the Allotment Bank shall take all necessary steps to ensure closure of the Allotment Account once all Application Monies are transferred from the Allotment Account into either the Refund Account and / or Company Account, as the case may be, in accordance with the terms of this Agreement. .
- 3.2.2. The Allotment Bank shall take all necessary steps to ensure closure of the Allotment Account, once all monies in the Allotment Account are transferred in accordance with Clause 3.2, as applicable, into the Company Account and after receiving account closure letter from the Company and Registrar, as per **Annexure G**, in accordance with the terms of this Agreement.
- 3.2.3. The Refund Bank shall take all necessary steps to ensure closure of the Refund Account promptly after all monies in the Refund Account are transferred to the Applicants to whom refunds are required to be made, in accordance with the terms of this Agreement and after receiving account closure letter from the Company and Registrar, as per **Annexure G** in accordance with the terms of this Agreement.

3.2.4. The Banker to the Issue agrees that prior to closure of the Allotment Account and the Refund Account, it shall intimate the Company and the Registrar that there is no balance lying credit of the Allotment Account and/or the Refund Account and shall provide a complete and accurate statement of accounts, which shall be emailed to the Company, in relation to deposit and transfer of funds from the Allotment Account and the Refund Account, since the inception of the account, to the Company. Until such receipt of the statement of accounts from the Banker to the Issue, the Allotment Account and the Refund Account shall not be closed. Within two (2) Working Days of closure of the Allotment Account and the Refund Account, the Banker to the Issue shall, as applicable, provide confirmation of the closure of such account to the Registrar and the Company. The Company shall cooperate with the Banker to the Issue to ensure such closure of the Allotment Account and the Refund Account.

3.2.5. The Banker to the Issue shall act promptly on the receipt of such information/instruction as specified and within the time periods specified in this Agreement.

3.3 **Miscellaneous operational covenants**

Any act done by the Banker to the Issue shall be done only on a Business Day, during banking business hours, at Mumbai, India and in the event that any day on which the Banker to the Issue is required to do an act, under the terms of this Agreement, is a day on which banking business is not, or cannot for any reason be conducted, then the Banker to the Issue shall do those acts on the next succeeding Business Day.

4 **DUTIES OF THE REGISTRAR**

4.1 The Parties hereto agree that the duties and responsibilities of the Registrar, shall include, in addition to the Registrar Agreement dated November 29, 2023, without limitation, the following and the Registrar shall at all times carry out its obligations hereunder diligently and in good faith. The Registrar will coordinate with all the concerned Parties to provide necessary information to the Banker to the Issue and the SCSBs.

4.2 The Registrar shall comply with the provisions of the SEBI ICDR Regulations to the extent applicable, SEBI Rights Issue Circulars and such other applicable regulations and circulars issued by the SEBI from time to time.

- 4.3 The Registrar shall maintain accurately and provide to the Company, such records promptly upon request, at all times the physical and electronic records relating to the Issue, and the Application Form and Applications on plain paper received from the SCSBs and the schedule provided by the SCSBs relating to Applications, without limitation, the following:
- 4.3.1. the applications received from the SCSBs and all information incidental thereto in respect of the Issue and tally the same with the relevant schedules provided by the SCSBs;
 - 4.3.2. particulars relating to the allocation / allotment of the Rights Equity Shares for the Issue;
 - 4.3.3. particulars relating to the monies to be transferred to the Allotment Account and the Company Account and/or the Refund Account, as applicable;
 - 4.3.4. details of all Applications rejected by the Registrar in accordance with the Letter of Offer and particulars of duplicate Applications submitted by Applicants and rejected by the Registrar;
 - 4.3.5. all correspondence with the Company, Designated Intermediaries and Governmental Authorities, in relation to the Issue
 - 4.3.6. particulars relating to or on the refund intimations dispatched to Applicants; and
 - 4.3.7. particulars relating to Allottees.
- 4.4 The Registrar shall provide in a timely manner, including as required under the SEBI ICDR Regulations, all accurate information to be provided by it under this Agreement, to ensure approval of the Basis of Allotment by the Designated Stock Exchange and Allotment of the Rights Equity Shares, all within 1 (one) Business Day from approval of the Basis of Allotment, and extend all support in obtaining the final listing and trading approval of the Rights Equity Shares within 2 (two) Business Days from the approval of the Basis of Allotment by the Designated Stock Exchange.

- 4.5 The Registrar shall be solely responsible and liable for any delays in supplying accurate information or for supplying Applicants with false / misleading information or for failure to perform its duties, obligations and responsibilities as set out in this Agreement and shall keep other Parties hereto indemnified against any costs, charges and expenses or losses resulting, directly or indirectly, from such delay or default in relation to any claim, demand suit or other proceeding instituted by any Applicant or any other party or any fine or penalty imposed by SEBI or any other regulatory authority provided however, that the Registrar shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement.
- 4.6 The Registrar shall be responsible for addressing all investor complaints or grievances relating to the Issue.
- 4.7 The Registrar shall use its best efforts while processing all electronic Applications to segregate eligible Applications from ineligible Applications, i.e., Applications which are capable of being rejected on any of the technical or other grounds as stated in the Letter of Offer, or for any other reasons that comes to the knowledge of the Registrar, in accordance with the Letter of Offer and Applicable Law.
- 4.8 The Registrar shall act in accordance with the instructions of the Company, the Banker to the Issue and applicable provisions of SEBI ICDR Regulations and other Applicable Laws. In the event of any conflict in the instructions provided to the Registrar, it shall seek clarifications from the Company and comply with the instructions of the Company.
- 4.9 The Registrar shall be solely responsible for the prompt and accurate uploading of Applications for credit of the Rights Equity Shares into the relevant dematerialised accounts of the successful Applicants, based on the approved Basis of Allotment by the Designated Stock Exchange.
- 4.10 The Registrar shall ensure that letters, certifications and schedules, including final certificates received from SCSBs and/or the Banker to the Issue are valid and are received within the timelines specified under Applicable Law or as agreed with the Company. The Registrar shall also be responsible for providing instructions for the amount to be transferred by SCSBs from the respective ASBA Accounts to the Allotment Account and the amount to be unblocked by SCSBs in the ASBA accounts, as applicable.

- 4.11 The Registrar shall be solely responsible and liable for any losses to other Parties caused by, arising out of, or resulting from or in connection with any failure to perform its duties and responsibilities as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Issue, including, without limitation, any loss that Banker to the Issue may suffer, incur or bear, directly or indirectly, as a result of the imposition of any penalty caused by, arising out of, resulting from or in connection with any failure by the Registrar to act on the returned NACH/NEFT/RTGS/direct credit cases instructions within three Business Days of receipt of intimation in this regard from the Banker to the Issue concerned, including, without limitation, any fine or penalty imposed by any Governmental Authority.
- 4.12 Without prejudice to the generality of the foregoing, the Registrar shall be responsible for:
- 4.12.1. any delay, default, deficiency or failure by the Registrar in performing its duties and responsibilities under this Agreement, the Registrar Agreement (including any amendment thereto), and any other document detailing the duties and responsibilities of the Registrar.
 - 4.12.2. rejection due to incorrect bank/branch, account details, and non-furnishing of information of the Applicant available with Registrar.
 - 4.12.3. any claim made or issue raised by any Applicant or other third party concerning the amount, non-delivery, fraudulent encashment or any other matters related to payments or the service provided by the Banker to the Issue hereunder; and/or
 - 4.12.4. failure by the Registrar to substantially perform any of its obligation under this Agreement or otherwise; which may result in a loss, liability claim, action, cause of action, suit, demand, damage, cost, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) against the Banker to the Issue or any other Parties.
- 4.13 The Registrar shall indemnify and fully hold harmless the other Parties hereto against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure by the Registrar in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority.

- 4.14 The Registrar agrees that, upon expiry/termination of this Agreement, it shall: (i) within 2 working days destroy or deliver to the Bankers to the Issue, without retaining any copies in either case, all property of the Banker to the Issue, including all documents and any/all data which is in the possession/custody/control of the Registrar, and (ii) confirm in writing to the Banker to the Issue that it has duly destroyed and/or returned all such property and materials in accordance with this Agreement.
- 4.15 The Registrar shall obtain the electronic application details from the Stock Exchange within 1 (one) Working Day from the Issue Closing Date for further validation with Depositories to check for mismatch of records and ensure publication of the same on the website of the Stock Exchange for dissemination to the SCSBs for the rectification and validation process.
- 4.16 The Registrar will coordinate with all the concerned parties to provide necessary information to the Banker to the Issue.
- 4.17 The Registrar shall be responsible for the rejection of the Applications and the investor grievance arising in connection with rejection and due validation of the Applications.

5 DUTIES AND RESPONSIBILITIES OF THE BANKER TO THE ISSUE

- 5.1 The Parties hereto agree that the duties and responsibilities of the Banker to the Issue shall include, *inter alia*, the following:
- 5.1.1 The Banker to the Issue shall at all times carry out their obligations hereunder diligently, in good faith and in accordance with the terms of this Agreement and in Applicable Law;
- 5.1.2 The Banker to the Issue shall maintain and provide as required, verifiable records of the bank schedules along with the provisional and final certificates to the Registrar;
- 5.1.3 The Banker to the Issue, must, as applicable in relation to account opened with it, accurately maintain at all times during the term of this Agreement the verifiable electronic and physical records relating to deposit of funds to the Allotment Account and the Refund Account;

- 5.1.4 The Banker to the Issue shall deliver the final certificate not later than 1 (one) Working Day after the Issue Closing Date, to the Registrar, with a copy to the Company;
- 5.1.5 The Banker to the Issue shall provide to the Registrar and the Company an updated bank account statement for the Allotment Account, upon request to the said details whenever required. The said statement shall also be provided by the Banker to the Issue after every transfer made into/from the said the Allotment Account and/or the Refund Account;
- 5.1.6 The Banker to the Issue, in its capacity, shall also perform all the duties enumerated in their respective letters of engagement, if any. In the event of any conflict between the provisions of the letter of engagement of the Banker to the Issue and the provisions of this Agreement, the provisions of this Agreement shall prevail;
- 5.1.7 The Banker to the Issue shall not exercise any encumbrances or lien over the monies deposited in the Allotment account opened and maintained with them in relation to the Issue, and shall hold the monies therein for the benefit of the Beneficiaries, in terms of this Agreement;
- 5.1.8 The Banker to the Issue shall cooperate with each Party in addressing investor complaints and in particular, with reference to steps taken to redress investor complaints relating to refunds.
- 5.2 The Banker to the Issue shall be solely responsible for the collection and the investor grievances arising in connection with the collection, as applicable to such Banker to the Issue, and the Registrar shall be responsible for the rejection of the Applications and the investor grievance arising in connection with rejection and due validation of the Applications.
- 5.3 Save and except for the terms and conditions of this Agreement and the Letter of Offer, the Banker to the Issue shall not be bound by the provisions of any other agreement or arrangement among the other Parties to this Agreement, to which such Banker to the Issue is not a party. The Banker to the Issue shall have no other obligations or duties other than those expressly set out in this Agreement.
- 5.4 In the event of any conflicting instructions received from the Company and/or the Registrar, the Banker to the Issue will act on the instructions received from the Company.
- 5.5 The Banker to the Issue shall be entitled to rely and act upon written instructions scanned and submitted through email received from the Company and/or the Registrar and presume that

any person sending an email on behalf of the Company and/or the Registrar is duly authorised to do so, and that any instructions contained in such email are genuine.

- 5.6 The Banker to the Issue shall act promptly on the receipt of relevant information/instruction within the time periods specified in this Agreement.
- 5.7 The Banker to the Issue shall stand fully discharged of all legal obligations under this Agreement, if it has acted *bona fide* and in good faith, in pursuance of the written instructions scanned and submitted through email of, or information provided by, the Registrar, Company, as the case may be. The Banker to the Issue shall act promptly on the receipt of such instructions or information, within the time periods specified in this Agreement provided that the instructions are not ambiguous or incomplete and there is clarity to the Banker to the Issue in undertaking the same.
- 5.8 The Banker to the Issue hereby represents that it has the necessary competence, facilities and infrastructure to act as a banker to an issue as the case may be and discharge its duties and obligations under this Agreement.
- 5.9 The responsibility of the Banker to the Issue to release the amount lying to the credit of the Allotment Account and/or the Refund Account under this Agreement shall not be affected, varied or prevented by any underlying dispute between the other Parties pending before any Government Authority, including SEBI and courts of competent jurisdiction in India, unless there is a specific order from such Government Authority, including SEBI and the courts of competent jurisdiction in India to that effect and the same has come to the knowledge of such Banker to the Issue.
- 5.10 The Banker to the Issue shall, as applicable to such Banker to the Issue, take necessary steps to ensure closure of the Allotment Account (once all monies are transferred into the Company Account from the Allotment Account) and the Refund Account, as the case maybe.
- 5.11 Notwithstanding anything contained in this Agreement, the following will be applicable to the Banker to the Issue's performance of its obligations under this Agreement:
 - (a) The Banker to the Issue shall act only in accordance with written instructions from the Registrar and the Company, as expressly provided in this Agreement, and shall not be deemed to be fiduciary or a trustee or have any obligations of a fiduciary or a trustee under the terms of this Agreement. The Banker to the Issue is under no obligation to verify the authenticity of any instructions received under this Agreement. In cases where Banker to the Issue receives instructions which conflict with any of the provisions of this Agreement or Applicable Laws, it shall be entitled to refrain from

taking any action.

- (b) In no event, it shall be liable for losses or delays resulting from technology failure, computer malfunction, interruption of communication facilities, interruption of payment systems or other causes beyond the Banker to the Issue's reasonable control.
- 5.12 The Banker to the Issue may use, and its performance will be subject to the rules of any communications, clearing or payment systems or intermediary bank, per Applicable Laws.
- 5.13 The Banker to the Issue shall not be liable for any calculation of funds under this Agreement.
- 5.14 Other than as mentioned in this Agreement, Banker to the Issue shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.
- 5.15 The Banker to the Issue shall not debit any charges in the Allotment Account whatsoever.
- 5.16 The Banker to the Issue may at the cost of the Company consult counsels or professional advisers over any question as to the provisions of this Agreement, its rights, obligations and/or its duties. The Banker to the Issue may rely on and act pursuant to the advice of its counsel or other professional advisers with respect to any matter (whether or not contentious) relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice at the expense of the Company.
- 5.17 The Parties (except for Banker to the Issue) agree that the Banker to the Issue shall not be, in any way, responsible or liable to the Parties (except for Banker to the Issue) or any other person whosoever, for deduction or withholding of any taxes in relation to the transaction for which the accounts has been established pursuant hereto and Parties (except for Banker to the Issue) acknowledge and confirm that they shall be solely and absolutely liable for any and all deductions or withholdings and payments of taxes, levies, cesses and all other statutory dues in relation thereto. The Parties (except for Banker to the Issue) confirm that they shall be, jointly and severally, liable for payment of all stamp duties payable in relation to this Agreement as well as any other instruments executed pursuant hereto and the Banker to the Issue shall not be responsible or liable for the same, under any circumstances.
- 5.18 Any payment by the Banker to the Issue under this Agreement will be made without any deduction or withholding for or on account of any tax unless such deduction or withholding is required by Applicable Law and the Banker to the Issue has been duly notified of the same. If any deduction or withholding is required by Applicable Law, the Banker to the Issue shall be

entitled to deduct or withhold such amount and deal with such amount in accordance with the Applicable Law. If it is required by law to make a deduction or withholding, it will not pay an additional amount in respect of that deduction or withholding to the relevant Party.

- 5.19 No material in any language which mentions the Banker to the Issue name, or the rights, powers or duties of the Banker to the Issue may be issued by either of the Parties or on their behalf without the prior written consent of the Banker to the Issue.
- 5.20 Notwithstanding what is stated herein, in no event shall the Banker to the Issue be liable to any party whether in contract, tort or otherwise for incidental, direct, indirect, special, punitive or consequential damages (including, but not limited to, loss of business, goodwill, opportunity or profit) directly/indirectly caused to the Parties, even if advised of the possibility of such loss or damage.
- 5.21 The Banker to the Issue shall not be liable or responsible for obtaining any regulatory or governmental or other approval in connection with or in relation to the transactions contemplated herein and shall not be in any manner obliged to inquire or consider whether any regulatory or governmental approvals have been obtained.
- 5.22 The Banker to the Issue is not responsible or liable to the Parties, for any withdrawal wrongly made, if the Banker to the Issue acted in good faith in relation to that withdrawal.
- 5.23 In respect of any intimation to the Banker to the Issue that any permission or approval has been obtained, the Banker to the Issue shall be entitled to presume that such permission or approval has been duly obtained and is adequate, proper and valid and all conditions thereof have been duly fulfilled and the Banker to the Issue shall be entitled to rely upon such intimations and shall not be obliged to verify the contents, adequacy, validity or fulfilment of the conditions thereof. If any instructions are unclear and/or ambiguous, the Banker to the Issue may refer back to the Party issuing the instructions for clarification and may not, in its absolute discretion and without liability on its part, act upon the instructions until any ambiguity or conflict has been resolved to its satisfaction.
- 5.24 Amounts shall only be withdrawn from the accounts to the extent such withdrawal does not cause the Allotment account to have a negative balance and the Banker to the Issue shall not have any obligation to monitor the accounts for this purpose or incur any liability whatsoever from any non-distribution in such circumstances.
- 5.25 The Banker to the Issue shall not be under any duty or obligation to give the amounts held by it hereunder any greater degree of care than it gives to amounts/assets held for its general banking customers.
- 5.26 The obligations of the Banker to the Issue shall be to act in accordance with the provisions of this Agreement and to do, perform and exercise certain acts, deeds and powers which the Banker to the Issue is authorised and instructed to do, perform and exercise by this Agreement and the Banker to the Issue accepts such designation in accordance with the provisions of this Agreement. The Banker to the Issue shall not be deemed to be aware of or bound by the

provisions of the other finance documents, save and except the provisions of this Agreement.

6 DUTIES AND RESPONSIBILITIES OF THE COMPANY

6.1 The Parties hereto agree that the duties of the Company shall be as set out below:

6.1.1 The Company shall, in accordance with this Agreement, ensure the timely delivery of all requisite instructions to the Banker to the Issue, as applicable, in consultation with and in instances where applicable, as joint signatories with the Registrar and shall not unduly withhold any instruction required to be provided in accordance with this Agreement and Applicable Laws; and

6.1.2 The Company shall ensure that all investor complaints or grievances arising out of any Application are redressed, prior to receipt of listing and trading approval from the Stock Exchange.

6.2 The Company shall obtain the final listing and trading approval of the Right Equity Shares per the time prescribed under Applicable Laws from the approval of the Basis of Allotment by the Designated Stock Exchange.

6.3 The Company shall provide all the details as required and necessary for opening and operating the Allotment Account and the Refund Account. The Company shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement. The Company upon performing all its duties and responsibilities contemplated under this Agreement shall be fully discharged of its duties and responsibilities under Clause 6.

7 TIME IS OF THE ESSENCE

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

8 REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

8.1 The Company hereby represents, warrants, covenants and undertakes to the Parties that:

- 8.1.1. this Agreement constitutes a valid, legal and binding obligation of the Company and is enforceable against the Company, in accordance with the terms hereof, and no consent, approval, authorisation or order of, or qualification with, any Governmental Authority is required for the performance by the Company of its obligations under this Agreement, except such as have been obtained or shall be obtained prior to the completion of the Issue
- 8.1.2. the execution, delivery and performance of this Agreement by the Company has been duly authorised and does not and will not contravene any provisions of, or constitute a default under; (a) any Applicable Law;(b) the organisational documents of the Company; or (c) any provisions of any other agreement or instrument or undertaking to which the Company is a party or which is binding on the Company or any of its assets
- 8.1.3. no mortgage, pledge, lien, trust, charge, security interest or other encumbrance shall be created or exist over the Allotment Account or the Refund Account or over the monies deposited therein; and
- 8.1.4. The Company shall not have recourse to any proceeds of the Issue, including any amounts in the Allotment Account, until the final listing and trading approvals from the Stock Exchange have been obtained.
- 8.1.5. neither the Parties, nor any of its associates, Affiliates, or joint ventures, nor any of their respective directors, partners, officers, relatives or employees nor, to the knowledge of the Party, any persons acting on any of their behalf:
 - I. is a Restricted Party; or
 - II. has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.

8.2 The Banker to the Issue represents, warrants, undertakes and covenants to the other Parties that:

- 8.2.1. this Agreement constitutes a valid, legal, and binding obligation on its part, enforceable against it in accordance with the terms hereof;
- 8.2.2. the execution and delivery of this Agreement has been duly authorised and will not contravene any provisions of, or constitute a default under; (a) any law, regulation, judgement, decree, or order of any Government Authority; (b) the organisational documents of the Bank or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it and/or any of its assets;
- 8.2.3. no mortgage, pledge, lien, trust, charge, security, interest or other encumbrance shall be created or exist over the Allotment Account or the Refund Account, or the monies deposited therein, as applicable to the Banker to the Issue
- 8.2.4. it has the necessary competence, facilities and infrastructure (including technology, security and business continuity processes) to act as Banker to the Issue and discharge its duties and obligation under this Agreement, including infrastructure required for receipt of Application Money from the ASBA Accounts of the Applicants, in connection with the Issue, as applicable;
- 8.2.5. SEBI has granted the Banker to the Issue a certificate of registration to act as Banker to the Issue in accordance with the SEBI (Bankers to an Issue) Regulation, 1994 as amended, and such certificate is, and until completion of this Issue, will be, valid and the Banker to the Issue would be entitled to carry on business as banker to the issue, until such period under all Applicable Laws;
- 8.2.6. it has not violated any of the conditions subject to which the SEBI registration has been granted and no disciplinary or other proceedings have been commenced against it by SEBI and it is not debarred or suspended from carrying on such activities by SEBI; and
- 8.2.7. it shall abide by all Applicable Laws, including the code of conduct stipulated in the SEBI (Bankers to an Issue) Regulations, 1994 and the terms and conditions of this Agreement.

8.3 The Registrar to the Issue represents, warrants, covenants and undertakes that:

- 8.3.1. this Agreement constitutes a valid, legal and binding legal obligation on its part and is enforceable against it in accordance with the terms hereof;
- 8.3.2. the execution and delivery of this Agreement has been duly authorised and will not contravene any provisions of, or constitute a default under; (a) any law, regulation, judgement, decree, or order of any Government Authority; (b) the organisational documents of the Registrar, or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it and/or any of its assets;
- 8.3.3. no mortgage, pledge, lien, trust, charge, security, interest or other encumbrance shall be created or exist over the Allotment Account or the Refund Account, or the monies deposited therein;
- 8.3.4. it has the necessary competence, facilities and infrastructure to act as the Registrar to the Issue and discharge its duties and obligations under this Agreement; and
- 8.3.5. SEBI has granted the Registrar a certificate of registration to act as Registrar to the Issue in accordance with the SEBI (Registrar to an Issue and Share Transfer Agent) Regulations 1993, as amended, and such certificate is and until the completion of this Issue, will be valid, and the Registrar to the Issue would be entitled to carry on business as registrar to an issue, until such period under all Applicable Laws.

9 TERM AND TERMINATION

9.1 Term

Subject to the termination of this Agreement in accordance with Clause 9.2 of this Agreement, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Banker to the Issue, in their respective capacities as such, in the following circumstances:

- 9.1.1 In case of the completion of the Issue, when the amounts are transferred to the Allotment Account and the Surplus Amounts is transferred to the Refund Account and the instructions have been issued under Clause 3.1.5, notwithstanding the termination of this Agreement: (i) the Banker to the Issue in co-ordination with the Registrar shall complete the reconciliation of accounts and give the satisfactory confirmation in that respect to the Company in accordance with Applicable Laws and

terms and conditions of this Agreement; and (ii) the Banker to the Issue shall discharge their duties as specified under this Agreement, the Letter of Offer and Applicable Laws.

- 9.1.2. In case of failure of the Issue, in accordance with the events under Clauses 3.1.3, when the amounts in the the Allotment Account are transferred to the Refund Account in accordance with the terms of this Agreement, applicable SEBI ICDR Regulations and other Applicable Laws.

9.2 Termination

- 9.2.1. This Agreement may be terminated by the Company, in the event of gross negligence or wilful misconduct or fraud or wilful default on the part of the Banker to the Issue or if the Banker to the Issue fails in providing necessary facilities and technology required to undertake activities contemplated under this Agreement. Such termination shall be operative only in the event that the Company, simultaneously appoints a substitute banker to the issue of equivalent standing, and the new banker to the issue shall agree to terms, conditions and obligations similar to the provisions hereof, to the substitute banker to the issue. The substitute banker to the issue shall enter into an agreement substantially in the form of this Agreement with the Company and the Registrar. For the avoidance of doubt, under no circumstances, shall the Company be entitled to the receipt of or benefit of the amounts lying in the Allotment Account except in accordance with provisions of Clause 3.1.5 of this Agreement. The Company may appoint a new banker to the issue as a substitute for the retiring Banker to the Issue within 5 (five) Business Days of the termination of this Agreement as aforesaid.
- 9.2.2. This Agreement may not be terminated by the Banker to the Issue, from the date of this Agreement till 30 (thirty) Calendar Days ("**Freeze Period**") post the Issue Closing Date. After Freeze Period, the Parties to this Agreement shall be entitled to terminate this Agreement and/or resign from their obligations under this Agreement. Such termination/ resignation shall be effected by prior written notice to all the other Parties of not less than 30 (thirty) Business Days. The Company, shall, within the notice period, appoint substitute banker to the Issue to perform the functions of the Banker to the Issue. This substitute banker to the Issue shall enter into an agreement with the Company and the Registrar agreeing to be bound by the terms, conditions and obligations herein. At the end of the notice period, in the situation that the Company has not appointed substitute banker to the Issue, the retiring Banker to the Issue shall,

transfer the amounts lying in the Allotment Account, as applicable, to such account as may be designated by the Parties, and the retiring Banker to the Issue shall stand discharged / released from all its obligations under this Agreement.

- 9.2.3. The Registrar may terminate this Agreement only with the prior written consent of all other Parties to this Agreement.
- 9.2.4. The provisions of Clause 4 (Duties of the Registrar), sub-clauses 4, 5 and 7 of Clause 5 (Duties and Responsibilities of the Banker to the Issue), sub-clauses 2.4 and 2.5 of this Clause 9 (Term and Termination), and Clauses 10 (Confidentiality and Disclosure), 11 (Notices), 12 (Governing Law and Jurisdiction), 13 (Dispute Resolution), 14 (Severability) and 15 (Indemnity) of this Agreement shall survive the completion of the term of this Agreement as specified in Clause 9.1 (Term) or the termination of this Agreement pursuant to Clause 9.2 (Termination) of this Agreement.
- 9.2.5. Notwithstanding anything contained in this Agreement, the Company shall have the option, to be exercised in its sole discretion and at any time until the allotment of the Rights Equity Shares, of termination of this Agreement under any or all of the following circumstances:
 - (a) there shall have been any breach by the Company of, or any event rendering untrue or incorrect or misleading in any respect, any of the representation or warranties contained herein or any failure to perform any of the Company's undertakings or agreements in this Agreement or the Engagement Letter ("An "Engagement Letter", is a formal written agreement between Company and its Designated Intermediaries, outlining the terms and conditions of the services to be provided.) which is, in the opinion of the Company, materially adverse in the context of the Issue or the Allotment of the Rights Equity Shares; provided except in case of any breach of performance by the Company in relation to its obligations set out in Clause 3 of this Agreement(wherein, the Company shall on a best effort basis endeavour to cure such breach on the same day of being notified of such breach, and in no event later than the immediately following Business Day), in all other instances specified hereinabove, the Company shall be given an opportunity to cure any such breach within a period of 3 (three)Business Days of being notified of such breach subject to Applicable Laws;
 - (b) there is any non-compliance by the Company of: (A) Applicable Laws and regulations related to the Issue, or (B) Applicable Laws and regulations related to its business and operations and such non-compliance, either singly or in

the aggregate results in a material adverse effect; or (iii) all corporate and regulatory approvals and lender consents required to be obtained by the Company for the Issue prior to the Transfer Date, have not been obtained by the Company as of the dates on which such corporate and regulatory approvals and lender consents are required to be obtained;

- (c) there shall have occurred, in the sole opinion of the Company, any material adverse change, or in the sole opinion of the Company any material adverse development involving a prospective material adverse change in the financial markets in India, the UK, Singapore, Hongkong, USA or the international financial markets, or any outbreak of hostilities (including terrorism) or escalation thereof or any calamity or crisis or any other change or development involving a prospective change in India, the UK, Singapore, Hongkong, USA or Indian or international political, financial or economic conditions (including the imposition of or a change in exchange controls or a change in currency exchange rates), in each case the effect of which event, singularly or together with any other such event, is such as to make it, in the sole judgment of the Company, impracticable or inadvisable to market the Rights Equity Shares on the terms and in the manner contemplated in the Issue Documents;
- (d) there shall have occurred any regulatory change, or any development involving a prospective regulatory change (including, but not limited to, a change in the regulatory environment in which the Company and its Subsidiaries operate or a change in the regulations and guidelines governing the terms of this Issue) or any order or directive from SEBI, RoC, Stock Exchange or any other Indian Governmental Authority or any downgrade in any existing rating that, in the sole judgment of the Company, are material and adverse and that makes it, in the sole judgment of the Company, impracticable to market the Rights Equity Shares or to enforce contracts for the sale of the Rights Equity Shares on the terms and in the manner contemplated in the Issue Documents;
- (e) trading in any securities of the Company has been suspended or limited by SEBI on any exchange or over-the-counter market or trading generally having been suspended or materially limited on or by the Stock Exchange or minimum or maximum prices for trading have been fixed by the Stock Exchange or any other applicable governmental or regulatory authority or a material disruption has occurred in commercial banking, securities settlement or clearance services in the United Kingdom, the United States of America, Hong Kong or Singapore or with respect to the Clearstream or

Euroclear systems in Europe or in any of the cities of Mumbai, Kolkata, Chennai or New Delhi;

- (f) A general moratorium on commercial banking activities have been declared by either Indian, United Kingdom, the European Union, Singapore, Hong Kong or United States Federal or New York State authorities; or
- (g) There shall have occurred any Material Adverse Effect which in the sole judgment of the Company makes it, impracticable to market the Rights Equity Shares or to enforce contracts for the sale of the Rights Equity Shares on the terms and in the manner contemplated in the Issue Documents.

10 CONFIDENTIALITY AND DISCLOSURE

- 10.1 The Banker to the Issue and the Registrar agree and undertake to keep confidential, any and all information (whether oral or written) including but not limited to any technical data, specifications, financial and business related details, any unpublished price sensitive information (“**UPSI**”) as defined under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended, which may affect the price of the securities of the Company or any of its Affiliates or any group companies of the Company (hereinafter referred to as “**Confidential Information**”) that may have been disclosed by the Company to the Banker to the Issue and/or the Registrar.
- 10.2 The Banker to the Issue and the Registrar shall keep all information (whether oral or written) relating to this Agreement (including information shared by the Parties during the course of this Agreement) strictly confidential for a period of one (1) year from the end of the Transfer Date or termination of this Agreement, whichever is later and shall not disclose such confidential information to any third party without prior written permission of the other Parties, except where such information is in public domain other than by reason of breach of this Clause or when required by law, regulation or legal process to disclose the same, after intimating the other Parties in writing, and only to the extent required. The terms of this Clause shall survive the termination of this Agreement for any reasons whatsoever. The Banker to the Issue undertakes that its branch(es) or any Affiliate, to who it discloses information pursuant to this Agreement, shall at all times abide by the confidentiality obligations imposed by this Clause 10.

11 NOTICES

- 11.1 Any notice or other communication given pursuant to this Agreement must be in writing and (i) delivered personally, (ii) sent by electronic mail (ii) or sent by registered mail, postage prepaid, to the address of the Party specified below. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause 11.1 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by email, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

If to the Company:

REGAL ENTERTAINMENT & CONSULTANTS LIMITED

Address: 419D Fourth Floor Horniman Circle Chambers (Podar Chambers),

Syed Abdullah Brelvi Marg, Fort Mumbai, Maharashtra, 400001

Attention: SHREYASH VINODKUMAR CHATURVEDI

Tel: 9768132022

Email: compliance.regal@gmail.com

If to the Banker to the Issue:

IndusInd Bank Limited

IndusInd Bank, 4th Floor, Tower no.1, VRSCCL,

Vashi Railway Station Complex,Vashi,

Navi Mumbai – 400703

Attention: Kaushik Chatterjee

Tel: +91 22 6989 7475

Email: nseclg@indusind.com

If to the Registrar:

BIGSHARE SERVICES PRIVATE LIMITED

Address:Pinnacle Business Park, Office no S6-2, 6th Floor, Mahakali Caves Road
Next to Ahura Centre, Andheri East, Mumbai - 400093, India.

Attention: Mr. Babu Rapheal Channayil

Tel: + 022 - 62638200

Email: rightsissue@bigshareonline.com

- 11.2 Any Party hereto may change its address by a notice given to the other Parties hereto in the manner set forth above. Any notice sent to any Party shall also be marked to all the remaining Parties to this Agreement.

12 GOVERNING LAW AND JURISDICTION

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India and subject to Clause 13 below, the courts or tribunals of Mumbai, India shall have sole and exclusive jurisdiction, in respect of all disputes, differences, controversies or claims arising out of or relating to this Agreement or the breach, termination or validity thereof.

13 DISPUTE RESOLUTION

- 13.1 If any dispute, difference or claim arises between the Parties ("**Disputing Parties**") hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through amicable negotiations. If the dispute is not resolved through such negotiations within 15 (fifteen) Business Days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing), then any Disputing Party may by notice in writing to the other refer the dispute to binding arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended ("**Arbitration Act**").

The arbitration proceedings shall take place in Mumbai, which shall also be the seat of

arbitration, and shall be governed by the laws of India. The Parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitral tribunal. The arbitral award shall state the reasons on which it is based.

13.2 The arbitration shall be conducted as follows:

- 13.2.1. all proceedings in any such arbitration proceedings shall be conducted in the English language;
- 13.2.2. all claims, disputes and differences between the Parties arising out of or in connection with this Agreement shall be referred to or submitted for arbitration at its seat, or legal place, of arbitration which shall be Mumbai, India;
- 13.2.3. the arbitration shall be conducted by a sole arbitrator, who shall be jointly appointed by the Disputing Parties within a period of 15 (fifteen) calendar days of the date of the first claim and/or notice in connection with any alleged dispute. In the event that the Disputing Parties fail to appoint an arbitrator, such arbitrator shall be appointed in accordance with the Arbitration Act. The arbitrator so appointed shall have relevant expertise in the area of securities and commercial laws such as laws related to Companies, accounting and finance. The fees of the Arbitrator shall be governed by Schedule 4 of Arbitration Act;
- 13.2.4. The award shall be final and binding on the parties, and shall be subject to enforcement in any court of competent jurisdiction. A person who is not a party to this Agreement shall have no right to enforce any of its terms. Unless the arbitral tribunal directs otherwise, the unsuccessful Disputing Party(ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Disputing Party(ies);
- 13.2.5. Nothing in this Clause 13 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Law. The Parties agree that the High Court of Mumbai shall have sole and exclusive jurisdiction to grant any interim relief in relation to any Dispute under this Agreement;
- 13.2.6. the arbitration award shall state the reasons on which it was based and shall be final and binding on the Disputing Parties and the Disputing Parties agree to be bound thereby and to act accordingly;

- 13.2.7. the Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement;
 - 13.2.8. the arbitrator shall issue a written statement of their award detailing the facts and reasons upon which their decision was based;
 - 13.2.9. subject to the foregoing provisions, the courts in Mumbai shall have jurisdiction in relation to proceedings, including with respect to grant of interim relief, brought under the Arbitration Act; and
 - 13.2.10. In the event that despite best efforts by the Disputing Parties, the arbitration award is not passed within a period of 12 months, the Parties agree that such period will automatically stand extended for a further period of six months, without requiring any further consent of any of the Parties.
- 13.3 Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by Parties under the Agreement.

14 SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

15 INDEMNITY

- 15.1 The Registrar shall indemnify and fully hold harmless the other Parties and their respective Affiliates and their respective officers, employees, directors, consultants, advisors, successors, permitted assigns and agents against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any

failure by the Registrar in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory, statutory, judicial, quasi-judicial and/or administrative authority, provided, however, that the Registrar shall not be responsible for any of the foregoing resulting from the gross negligence or wilful default of any other Party in performing its duties under this Agreement subject to it being finally judicially determined by a court of competent jurisdiction after exhaustion of all revisional, writ and/or appellate procedures.

- 15.2 The Company and the Registrar hereby agree to protect, defend, indemnify and hold harmless the Banker to the Issue against any and all costs, charges, losses, claims, damages, disbursements, liabilities and expenses, including legal/litigation costs and attorney's fees as specifically stated in this Agreement, which may be imposed upon or incurred by Banker to the Issue/s in connection with its acceptance of, or appointment as, Banker to the Issue/ hereunder, or in connection with the performance of its duties hereunder, including any litigation arising out of this Agreement or involving the subject matter hereof. The Banker to the Issue/ shall have no liability towards any of the said parties for any loss or damage that either of the parties hereto may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof.
- 15.3 The Company agrees and undertakes to pay or reimburse to the Banker to the Issue immediately on demand without any dispute all costs, charges and expenses arising out of or in connection with this Agreement (including but not limited to opening up of the said Account/s and costs, charges and expenses) or incidental to the enforcement of any of the provisions of this Agreement or in connection with any stamp duty, statutory taxes, charges, duty, etc. or duty required to be paid by Banker to the Issue under this Agreement or with respect to amendment, waiver or consent relating to this Agreement. In no event shall the Banker to the Issue be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Banker to the Issue's reasonable control or for indirect, special or consequential damages.
- 15.4 The Parties acknowledge that the foregoing indemnities in favour of the Banker to the Issue shall survive the resignation or replacement of the Banker to the Issue or the termination of this Agreement.
- 15.5 The Banker to the Issue shall in no manner be liable or responsible for any disputes or claims amongst the Parties to this Agreement for any reason, even if the Banker to the Issue is made a party thereto. Accordingly, the Parties to this Agreement expressly agree and undertake that, at all times, during the subsistence and after cessation of its obligations under this Agreement, the Banker to the Issue shall NOT be liable or responsible or be a party to any

litigation/arbitration or bear any costs of litigation unless such litigation is the outcome of its own gross negligence or failure to discharge its obligations as a Banker to the Issue. In the event the Banker to the Issue, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of Banker to the Issue's Advocate/s), the same shall be reimbursed by the Issuer Company to the Banker to the Issue immediately upon demand from the Banker to the Issue without raising any dispute. The Banker to the Issue shall have no liability towards either of the said Parties for any loss or damage that either of the Parties hereto may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof unless such loss or damage is attributable to wilful default or neglect of duties on the part of the Banker to the Issue. In no event shall the Banker to the Issue be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Banker to the Issue's reasonable control or for indirect, special, incidental, consequential damages or exemplary losses, liabilities, claims, actions or damages suffered by the other Parties.

- 15.6 It is expressly agreed by and between the parties hereto that the Issuer Company shall bear and pay upfront in equal proportion all the costs, charges and expenses including the fees of the Banker to the Issue Advocate/s that may be incurred by the Banker to the Issue on account of any litigation arising out of or in connection with this Agreement unless such litigation is the direct outcome of gross negligence or failure on part of the Banker to the Issue to discharge its obligations and the Banker to the Issue shall not be required or liable to bear or pay any such costs and expenses. In the event the Banker to the Issue, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of the Banker to the Issue 's Advocate/s), the same shall be reimbursed by the Issuer Company to the Banker to the Issue immediately upon demand from the Banker to the Issue without raising any dispute.
- 15.7 The Issuer Company further agree and undertake to pay or reimburse to the Banker to the Issue immediately on demand without any dispute all costs, charges and expenses arising out of or in connection with this Agreement or incidental to the enforcement of any of the provisions of this agreement or in connection with any stamp duty, statutory taxes, charges, duty, etc. or duty required to be paid by the Banker to the Issue under this agreement or with respect to amendment, waiver or consent relating to this Agreement.
- 15.8 The Parties (other than the Allotment Bank) acknowledge the inherent risks involved in sending the instructions/communications/documents to the Allotment Bank via facsimile, untested telexes and faxes, telegraph, cable or emails and hereby agree and confirm that all risks shall be fully borne by the Parties (Other than Allotment Bank) providing instructions/communications/documents and each of them jointly and severally assumes full responsibility for the same, and undertake to indemnify the Allotment Bank and keep the

Allotment Bank indemnified from and against all claims by any third party or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising which may be brought or preferred against the Allotment Bank or that the Allotment Bank may or may have to suffer, incur or sustain by reason or on account of the Allotment Bank having so acted whether wrongly or mistakenly or not, or of the Allotment Bank failing to act wholly or in part in accordance with the instructions so received which could be a result of any miscommunication, or technological error beyond the control of the Allotment Bank considering the mode in which the same was conveyed.

- 15.9 The Parties (other than the Allotment Bank) wish to send instructions and receive instructions, Escrow Account statements, certificates, records communication by facsimile, untested telexes and faxes, telegraph, cable or email ("**Electronic Instructions**") for Escrow Account, maintained with Allotment Bank, as per the terms of the Escrow Agreement. The Parties request Allotment Bank to honour only those Electronic Instructions which emanate from the given email ids of the Parties as set out in **Annexure II**.
- 15.10 The Bankers to the Issue shall be fully protected and shall incur no liability in acting upon any notice, request, consent or other instrument or document reasonably believed by the Bankers to the Issue to be genuine and to be in proper form or to have been signed or presented by the authorized representatives /signatories of the Parties herein and the Bankers to the Issue shall not be bound in any such case to call for further evidence or be responsible for any losses, liabilities, costs, damages, expenses or inconvenience that may be occasioned by its failure to do so. It is clarified that the Bankers to the Issue shall not be obliged to verify whether any instruction, communication or declaration of the Parties under this Agreement has been issued in fulfilment by the Parties of any applicable conditions and shall be entitled to rely upon the same (even if such certificate, consent, notice, instruction or other communication is later reversed, modified, set aside or vacated).

16 LIMITATION OF LIABILITY

- 16.1 Notwithstanding anything contrary contained in this Agreement, under no circumstances will any Party be liable to any other Party for any indirect, consequential, exemplary loss, damage, cost or expense of any nature (inter alia, being loss of business, goodwill, opportunity, or profit) arising under this Agreement, whether arising under contract, tort or any other theory of law, even if advised of such loss, damage, costs or damage or expenses.
- 16.2 No party shall be liable for any liability, losses, damages, costs, expenses, (including legal fees, court fees and professional fees), suits and claims that are finally judicially determined to have resulted primarily from the gross negligence or contravention of this Agreement by any of the

other Parties or any other person.

- 16.3 In no event the Bankers to the Issue shall be liable to any Party for (i) any indirect, incidental, consequential, special or exemplary loss or damage or loss of profit, or otherwise; (ii) third party claims, demands, suit, actions or other proceedings against any Party or its agents/personnel.
- 16.4 Under all circumstances, for any proven claims, demands etc. of whatsoever nature, the total liability of the Banker to the Issue shall be limited to the extent of any consideration received by the Bank for acting as the Bankers to the Issue.

17 **AMBIGUITY**

Without prejudice to the other provisions of this Agreement, the Banker to the Issue shall not be obliged to make any payment or otherwise to act on any request or instruction notified to it under this Agreement if:

- (i). any instructions (in original or otherwise) are illegible, unclear, incomplete, garbled or self-contradictory; or
- (ii). it is unable to verify any signature on the communication against the specimen signature provided for the relevant authorised signatory by the concerned Party.

In the event that the Banker to the Issue receives an instruction from the Parties and is thereafter unable to act on such instructions due to the causes mentioned in this Clause 17, such Banker to the Issue shall immediately bring to the knowledge of the Company and the Registrar, and seek clarifications from the concerned Party and shall act upon such instructions only when all ambiguities have been successfully removed to its satisfaction.

18 **ASSIGNMENT**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. The Parties may not, without the prior written consent of the other Parties, assign or transfer any of their respective rights or obligations under this Agreement to any other person:

Provided that the Company may assign or transfer any of its rights or obligations under this Agreement to an Affiliate without the consent of the Parties. Such assignment by the Company to an Affiliate shall be communicated to the Banker to the Issue within 7 (seven) Working Days. Any such person to whom such assignment or transfer has been duly and validly effected shall be referred to as a permitted assign. In case of such assignment, the assignee will execute such documents, as may be required by the Banker to the Issue to continue compliance of the terms of this Agreement.

19 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.

20 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.

21 AUTHORISED SIGNATORIES

The specimen signatures of the Company and the Registrar for the purpose of instructions to the Banker to the Issue, as provided here in as **Schedule I** will be provided to the Banker to the Issue before the Issue Opening Date. It is further clarified that any of the signatory(ies) of the Company and/or the Registrar, as per **Schedule I**, can issue instructions as per the terms of this Agreement.

22 Force Majeure

No Party shall be held liable for any failure to perform their obligations hereunder, or for any delay in the performance thereof, due to causes beyond its control, including but not limited to strikes, lockout and industrial disputes, acts of God, public enemy, acts of government,

natural disaster, fire, storms, floods, war, explosions or earthquakes or any other natural event, war, hostilities, terrorism, revolution, riot or civil disorder; change in any law or any change in the interpretation or enforcement of any law; act or order of any Government Authority, order of any court or other judicial body; restriction or impending restriction on the availability, convertibility, credit or transferability of any currency; computer system malfunction or failure (regardless of cause) or any third party interference with a computer system; error, failure, interruption, delay or non-availability of any goods or services supplied to the Parties by a third party; or other circumstance beyond the reasonable control or any other cause beyond the Party's reasonable control. Provided, however, that in the event of force majeure, each Party undertakes to perform its obligations hereunder upon the cessation of the force majeure event provided further that even in the event of any such force majeure event.

23 Costs and Expenses

Expenses incurred for payment of stamp duty for this Agreement shall be to the account of the Company. If this cost is incurred by the Banker to the Issue on account of the Company failing to pay the same, the Company shall reimburse and pay to the Banker to the Issue, such costs, charges and expenses, on actual basis.

24 No THIRD-PARTY rights

This Agreement is solely for the benefit of the Parties hereto and is not intended to provide any rights or obligations in favour of any third parties.

IN WITNESS WHEREOF the Parties hereto have executed this Escrow Agreement as of the date digitally first above written, each of them using an electronic signature.

Signed and delivered for and on behalf of

IndusInd Bank Limited (IN ITS CAPACITY AS BANKER TO THE ISSUE)

through its Authorised Signatory

Name : Mr. Murli Rameshlal Methwani

Title : Regional Operations Head

Signed and delivered for and on behalf of

REGAL ENTERTAINMENT AND CONSULTANTS LIMITED

through its Authorised Signatory

Name: Mr. SHREYASH VINODKUMAR CHATURVEDI

Designation: Authorised Signatory

Signed and delivered for and on behalf of BIGSHARE SERVICES PRIVATE LIMITED

through its Authorised Signatory

Name: Mr. Babu Rapheal Channayil

Designation: Deputy General Manager

Annexure II

SPECIMEN SIGNATURES OF THE REPRESENTATIVES OF THE COMPANY & REGISTRAR

The list of Authorised Signatories shall be informed to the Escrow Agent from time to time as per the Board resolution of the Company & Registrar as the case may be, along with the KYC, signature card, etc as may be required by the Escrow Agent.

The specimen signature of the persons designated by the Company & Registrar to act as their representatives are as follows:

Name: SHREYASH VINODKUMAR CHATURVEDI

**COMPANY: REGAL ENTERTAINMENT AND CONSULTANTS
LIMITED**

E-mail: Compliance.regal@gmail.com

Name: 1. Babu Rapheal Channayil

2. Rajesh Kumawat

REGISTRAR: BIGSHARE SERVICES PRIVATE LIMITED

E- mail: rightsissue@bigshareonline.com

ANNEXURE A

Date: [●], 2026

To,

IndusInd Bank Limited

2401 Gen. Thimmayya Road (Cantonment),

Pune-411 001,

Maharashtra, India

And

Registrar Name.

Address:

Dear Sirs / Madams

Re: Proposed rights issue of equity shares by REGAL ENTERTAINMENT AND CONSULTANTS LIMITED (the “Company”) – Banker to the Issue Agreement dated [●], 2026 (the “Agreement”).

Pursuant to Clause 3.1.5(a) of the Agreement, we write to inform you that the Issue Opening Date and Issue Closing Date for the Issue of fully paid rights equity shares is [●], 202_ and [●], 202_, respectively.

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

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of

**REGAL ENTERTAINMENT AND CONSULTANTS
LIMITED**

(Authorised Signatory)

Name: SHREYASH VINODKUMAR CHATURVEDI

Designation: Authorised Signatory

ANNEXURE B

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●], 2026

To:

IndusInd Bank Limited

2401 Gen. Thimmayya Road (Cantonment),

Pune-411 001,

Maharashtra, India

Dear Sirs / Madams

Re: Proposed rights issue of equity shares by REGAL ENTERTAINMENT AND CONSULTANTS LIMITED (the “Company”) – Banker to the Issue Agreement dated [●], 2026 (the “Agreement”).

Pursuant to Clause 3.1.5(b) of the Agreement, we write to inform you following details of the Company Account.

Name of the Bank:[●]

Branch Address:

Account Name:[●]

Account Number:[●]

IFSC Code: [●]

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

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of

**REGAL ENTERTAINMENT AND CONSULTANTS
LIMITED**

(Authorised Signatory)

Name: Shreyash Vinodkumar Chaturvedi

Designation: Authorised Signatory

**BIGSHARE SERVICES PRIVATE LIMITED
(REGISTRAR)**

(Authorised Signatory)

Name:

Designation:

ANNEXURE C**FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE****Date:** [●], 2026

To,

IndusInd Bank Limited

2401 Gen. Thimmayya Road (Cantonment),

Pune-411 001,

Maharashtra, India

Dear Sirs / Madams

Re: Proposed rights issue of equity shares by REGAL ENTERTAINMENT AND CONSULTANTS LIMITED (the “Company”) – Banker to the Issue Agreement dated [●], 2026 (the “Agreement”).

Pursuant to Clause 3.1.5(c) of the Agreement, we hereby instruct you to transfer on [●] 2026, the following amounts from the Allotment Account, to the following bank accounts, on account of amounts due from the Company as Issue related expenses:

Name and number of Allotment Account	Name of Beneficiary	Amount (In ₹)	Bank Account No.	Bank and Branch Details (along with IFSC Code)
Allotment Account	[●]	[●]	[●]	[●]
	[●]	[●]	[●]	[●]
	[●]	[●]	[●]	[●]
	[●]	[●]	[●]	[●]

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

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of

**REGAL ENTERTAINMENT AND CONSULTANTS
LIMITED**

(Authorised Signatory)

Name: Shreyash Vinodkumar Chaturvedi

Designation: Authorised Signatory

**BIGSHARE SERVICES PRIVATE LIMITED
(REGISTRAR)**

(Authorised Signatory)

Name:

Designation:

ANNEXURE D
FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●], 2026

To,

IndusInd Bank Limited

2401 Gen. Thimmayya Road (Cantonment),

Pune-411 001,

Maharashtra, India

Dear Sirs / Madams

Re: Proposed rights issue of equity shares REGAL ENTERTAINMENT AND CONSULTANTS LIMITED (the “Company”) – Banker to the Issue Agreement dated [●], 2026 (the “Agreement”).

Pursuant to Clause 3.1.5(c)(v) of the Agreement, we hereby instruct you to transfer the following amount, standing credit to the Allotment Account to the Company Account:

Name and number of Allotment Account	Name of Company Account	Amount (In ₹)	Bank Account No.	Bank and Branch Details (along with IFSC Code)
Allotment Account	[●]	[●]	[●]	[●]

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

Kindly acknowledge the receipt of this letter.

Yours faithfully,

**REGAL ENTERTAINMENT AND CONSULTANTS
LIMITED**

(Authorised Signatory)

Name: Shreyash Vinodkumar Chaturvedi

Designation: Authorized Signatory

BIGSHARE SERVICES PRIVATE LIMITED (REGISTRAR)

(Authorised Signatory)

Name:

Designation:

ANNEXURE E

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●], 2026

To,

IndusInd Bank Limited

2401 Gen. Thimmayya Road (Cantonment),

Pune-411 001,

Maharashtra, India

Dear Sirs / Madams

Re: Proposed rights issue of equity shares by REGAL ENTERTAINMENT AND CONSULTANTS LIMITED (the “Company”) – Banker to the Issue Agreement dated [●], 2026 (the “Agreement”)

Pursuant to Clause 3.1.3 D, 3.1.4, 3.1.6 of the Agreement, we hereby instruct you to transfer the amounts from Allotment account to Refund account in accordance with Applicable Law as set out in the enclosure hereto and as instructed by Registrar and the Company.

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

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of

**For REGAL ENTERTAINMENT AND CONSULTANTS
LIMITED**

**BIGSHARE SERVICES PRIVATE LIMITED.
(REGISTRAR)**

(Authorised Signatory)

Name: Shreyash Vinodkumar Chaturvedi

Designation: Authorised Signatory

(Authorised Signatory)

Name:

Designation:

ANNEXURE F

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●], 2026

To

IndusInd Bank Limited

2401 Gen. Thimmayya Road (Cantonment),

Pune-411 001,

Maharashtra, India

and

Registrar Name.

Address:

Dear Sirs / Madams

Re: Proposed rights issue of equity shares by REGAL ENTERTAINMENT AND CONSULTANTS LIMITED (the "Company") – Banker to the Issue Agreement dated [●], 2026 (the "Agreement")

Pursuant to Clause 3.1.3(b) of the Agreement, we hereby intimate you that the Issue has failed due to the following reason:

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

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

Yours Faithfully

For and on behalf of

REGAL ENTERTAINMENT AND CONSULTANTS LIMITED

(Authorised Signatory)

Name: Mr. Shreyash Vinodkumar Chaturvedi

Designation: Authorised Signatory

For and on behalf of

BIGSHARE SERVICES PRIVATE LIMITED

(Authorised Signatory)

Name:

Designation:

ANNEXURE G

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●], 2026

To,

IndusInd Bank Limited

2401 Gen. Thimmayya Road (Cantonment),

Pune-411 001,

Maharashtra, India

Dear Sirs / Madams

Re: Proposed rights issue of equity shares by REGAL ENTERTAINMENT AND CONSULTANTS LIMITED (the "Company") – Banker to the Issue Agreement dated [●], 2026 (the "Agreement")

Sub: Account Closure Instruction

Pursuant to Clause 3.2.1, 3.2.2 & Clause 3.2.3 of the Agreement, the Allotment Account titled "**COMPANY NAME** RIGHTS ISSUE ALLOTMENT ESCROW ACCOUNT" bearing account number [●] and Refund Account bearing account number [●], shall be closed, in terms of the Agreement.

Since all the formalities related to the Issue has been completed and no balance is there in the aforesaid account, you are hereby instructed to close the abovementioned account and confirm the same.

For and on behalf of

REGAL ENTERTAINMENT AND CONSULTANTS LIMITED

(Authorised Signatory)

Name: **SHREYASH VINODKUMAR CHATURVEDI**

Designation: Authorised Signatory

For and on behalf of

BIGSHARE SERVICES PRIVATE LIMITED

(Authorised Signatory)

Name:

Designation:

Copy to:

Registrar Name.

Address:

ANNEXURE H**Date:** [●], 2026**To:****REGAL ENTERTAINMENT AND CONSULTANTS LIMITED**

Address: 419D Fourth Floor Horniman Circle Chambers

(Podar Chambers) Syed Abdullah Brelvi Marg, Fort Mumbai, Maharashtra 400001

Dear Sirs / Madams

Re: Proposed rights issue of equity shares by REGAL ENTERTAINMENT AND CONSULTANTS LIMITED**(the “Company”) – Banker to the Issue Agreement dated [●], 2026 (the “Agreement”)**

Pursuant to Clause 2.1 and 2.7 of the Agreement, we write to inform you the opening of the Allotment Account and Refund Account as follows:

Name of the Account	Bank and Branch Details	Type of Account	Bank Account Number	IFSC Code
[●]	[●]	[●]	[●]	[●]

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

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

Yours faithfully

For IndusInd Bank Limited*(In its capacity as the Allotment Bank)*_____
(Authorised Signatory)

Name:

Designation:

Copy to

Registrar Name.

Address:

SCHEDULE I

LIST OF AUTHORISED SIGNATORIES

PART A

SPECIMEN SIGNATURES OF THE COMPANY

REGAL ENTERTAINMENT AND CONSULTANTS LIMITED	SPECIMEN SIGNATURE
<p>Name: SHREYASH VINODKUMAR CHATURVEDI</p> <p>E-Mail Id: compliance.regal@gmail.com</p>	

PART B**SPECIMEN SIGNATURES OF THE REGISTRAR**

BIGSHARE SERVICES PRIVATE LIMITED (REGISTRAR)	SPECIMEN SIGNATURE
<p>Name : Babu Rapheal Channayil E-Mail Id : rightsissue@bigshareonline.com</p> <p>Name : Rajesh Kumawat Email ID : rightsissue@bigshareonline.com</p>	

ANNEXURE J

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

INDUSIND BANK LIMITED

Dear Sirs,

Re: Proposed rights issue of equity shares by REGAL ENTERTAINMENT AND CONSULTANTS LIMITED(the “Company”) – Banker to the Issue Agreement dated [●] (the “Agreement”)

Pursuant to Clause 3.1.3 (d) and 3.1.6 (b) of the Agreement, we hereby instruct you to transfer, ₹ [●] from the Refund Account “[●]” No. [●] to the accounts of the Beneficiaries as set out in the enclosure hereto.

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

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of

RTA

Issuer

(Authorised Signatory)

(Authorised Signatory)

Name:

Name: SHREYASH VINODKUMAR CHATURVEDI

Designation:

Designation: MANAGING DIRECTOR & CFO