

the Issue and/or Sponsor Bank shall complete the reconciliation of accounts, and give the satisfactory confirmation in that respect to the Book Running Lead Manager in accordance with the applicable laws and the terms and conditions of this Agreement.

11.2. Termination

- 11.2.1. This Agreement may be terminated by the Company, in consultation with the Book Running Lead Manager, in the event of gross & wilful negligence or wilful default or wilful misconduct on the part of any of the Banker to the Issue. Such termination shall be effected by prior written notice of not less than 14 (fourteen) days, and shall be operative only in the event that the Company appoints substitute banker to the Issue and/or sponsor bank of equivalent standing, which banker to the Issue and/or sponsor bank shall agree to terms, conditions and obligations similar to the provisions hereof. In the event the Company is not able to appoint substitute banker to the Issue and/or sponsor bank within the aforesaid notice period, the resigning Banker to the Issue shall have the liberty to appoint substitute banker to the Issue and/or sponsor bank, in which case the termination shall be effective on the date of appointment of such substitute banker to the Issue and/or sponsor bank. The erstwhile Banker to the Issue and/or Sponsor Bank shall continue to be liable for all actions or omissions prior to such termination and the duties and obligations contained herein till the appointment of substitute banker to the Issue and/or sponsor bank. The substitute banker to the Issue and/or sponsor bank shall enter into an agreement, substantially in the form of this Agreement, with the Book Running Lead Manager, the Company, and the Registrar to the Issue. 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 Public Issue Account except as stated in this Agreement.
- 11.2.2. The Banker to the Issue / Public Issue Bank and/or Sponsor Bank, at any time at least 21 (twenty one) days prior to the Issue Opening Date, shall be entitled to terminate this Agreement and/or resign from their obligations under this Agreement. Such termination/resignation shall be effected by prior written notice to all the other Parties of not less than 14 (fourteen) days and shall come into effect upon the Company appointing (a) substitute banker to the Issue and/or Sponsor Bank. However, in case the Company fails to appoint such substitute banker to the Issue and/or sponsor bank and/or refund bank as aforesaid, the Banker to the Issue and/or Sponsor Bank may terminate this Agreement/resign from their obligations under this Agreement at any time after the collection of any Application Amount, only by mutual agreement with the Book Running Lead Manager, the Company and subject to the receipt of necessary permissions from the SEBI and other applicable regulatory authorities. In the event the Banker to the Issue / Public Issue Bank and/or Sponsor Bank terminates its appointment, the Banker to the Issue / Public Issue Bank and/or Sponsor Bank shall forthwith cease to perform any of the duties and obligations undertaken by the Banker to the Issue / Public Issue Bank and/or Sponsor Bank in this Agreement without incurring any liability and the Banker to the Issue / Public Issue Bank and/or Sponsor Bank shall be forthwith released and discharged of all its duties and liabilities under this Agreement irrespective of the fact whether a replacement of the Banker to the Issue / Public Issue Bank and/or Sponsor Bank is appointed or not. The substitute banker to the Issue shall enter into an agreement with the Book Running Lead Manager, the Company, the Registrar to the Issue agreeing to be bound by the terms, conditions and obligations herein.
- 11.2.3. The Registrar to the Issue may terminate this Agreement only with the prior written consent of all other Parties to this Agreement.
- 11.2.4. Notwithstanding anything contained in this Agreement, the Book Running Lead Manager may terminate this Agreement upon service of written notice to the other Parties if, after the execution and delivery of this Agreement and on or prior to the Allotment of the Equity Shares in the Issue:
- (i) the Issue becoming illegal or being enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by SEBI or any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Issue;
 - (ii) the Company, in consultation with the Book Running Lead Manager, decides to withdraw and/or cancel the Issue at any time after the Issue Opening Date until the Designated Date;
 - (iii) trading on the NSE and/or Designated Stock Exchange has been suspended or generally limited or minimum or maximum prices for trading have been fixed, or maximum ranges have been required



(other than circuit breakers required by SEBI circular dated June 28, 2001 bearing reference no. SMDRPD/Policy/Cir-37/2001; SEBI circular dated September 3, 2013 bearing no. CIR/MRD/DP/25/2013 and SEBI circular dated January 12, 2015 bearing reference no. CIR/MRD/DP/02/2015), by any of these exchanges or any other applicable governmental or regulatory authority or a material disruption has occurred in commercial banking, securities settlement, payment or clearance services in any of the cities of major cities of India;

- (iv) a banking moratorium has been declared by Indian authorities;
- (v) there occurs any material adverse change in the financial markets in India or the international financial markets, any outbreak of war or hostilities or terrorism or escalation thereof or any calamity or crisis or any other change or development involving a prospective change in Indian or international political, financial or economic conditions (including the imposition of or a change in exchange controls or a change in currency exchange rates), in each case the effect of which event, singularly or together with any other such event, is such as to make it, in the sole judgment of the Book Running Lead Manager, impracticable or inadvisable to proceed with the Issue, sale or delivery of the Equity Shares;
- (vi) there occurs any change, or any development involving a prospective change in the condition, financial or otherwise, or in the earnings, assets, business, management, operations or prospects of the Company, its Subsidiary(ies), its Associate Entity(ies) or its Affiliates, individually or taken together as a whole, whether or not arising in the ordinary course of business that, in the sole judgement of the Book Running Lead Manager, is material and adverse and that makes it, in the sole judgement of the Book Running Lead Manager, impracticable or inadvisable to proceed with the Issue, sale or delivery of the Equity Shares;
- (vii) there occurs any legal, regulatory or policy change, or any development involving a prospective regulatory or policy change (including, but not limited to, a change in the regulatory environment in which the Company, its Subsidiary(ies), its Associate Entity(ies) or its Affiliate's operate or a change in the regulations and guidelines governing the terms of the Issue) or any order or directive from the SEBI, the Registrar of Companies, the NSE, Designated Stock Exchange, or any other Indian governmental, regulatory or judicial authority that, in the sole judgment of the Book Running Lead Manager, is material and adverse and that makes it, in the sole judgment of the Book Running Lead Manager, impracticable or inadvisable to proceed with the Issue, sale or delivery of the Equity Shares;
- (viii) any other event as may be agreed to in writing among the Parties.

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

12. Limitation of Liability

- 12.1 Notwithstanding the foregoing, under no circumstances will the Banker to the Issue and/or the Sponsor Bank be liable to any other Party for any indirect, consequential, exemplary loss, damage, cost or expense of any nature (inter alia, being loss of business, goodwill, opportunity or profit) arising under this Agreement, even if advised of such loss, damage, costs or damage or expenses.
- 12.2 The Banker to the Issue and/or the Sponsor Bank shall also not be liable for any liability, losses, damages, costs, expenses, (including legal fees, court fees and professional fees), suits and claims that are finally judicially determined to have resulted primarily from the negligence or contravention of this Agreement by any of the other Parties or any other person.

13. CONFIDENTIALITY

- 13.1 The Parties shall keep confidential all information relating to this Agreement for a period of 1 (one) year from the end of the Application Period and shall not disclose such information to any third party except (i) with the prior approval of the other Parties or (ii) where such information is in public domain other than by reason of breach of this Clause 12, or (iii) when required by law, regulation or legal process after informing the other Parties, wherever practicable, possible and permitted, and only to the extent required by law, regulation or legal process or (iv) to their respective employees and legal counsel in connection with the performance of their respective obligations under this Agreement (v) when necessary in its view to seek to establish any defence or pursue any claim in any legal.



arbitration or regulatory proceeding or investigation, or (vi) any information which, prior to its disclosure in connection with this Issue, was already in the possession of the other Parties.

13.2 The foregoing shall not apply to any information which, prior to its disclosure in connection with this Issue, was already in the possession of the Book Running Lead Manager or the Banker to the Issue and/or Sponsor Bank:

13.2.1 Any disclosure by Book Running Lead Manager or the Banker to the Issue and/or Sponsor Bank, to their advisers, Affiliates, group companies and their respective employees, analysts, legal counsel, independent auditors and other experts or agents who need to know such information for and in connection with the Issue, provided that such disclosures would be subject to similar confidentiality provisions;

13.2.2 Any information, which is or comes into the public domain without any default on the part of the Parties in the terms of this Agreement or comes into the possession of the Parties other than in breach of any confidentiality obligation owed to the other Party of which they are aware;

13.2.3 Any disclosure pursuant to any law, rule or regulation or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental, regulatory or supervisory or other authority or administrative agency or in any pending legal or administrative proceeding;

13.2.4 The extent that any of the Parties needs to disclose any information with respect to any proceeding for the protection or enforcement of any of its rights arising out of this Agreement or the Issue;

13.2.5 Any information disclosed with the prior consent of the other Party; or

13.2.6 Any information disclosed in the Issue documents, advertisements, and any investor presentations prepared and authorised or for use in relation by or on behalf of the Company;

13.3 The other Parties consent to the Banker to the Issue and/or Sponsor Bank and agents disclosing information relating to the other Parties and their account(s) and/or dealing relationship(s) with the, including but not limited to details of its facilities, any security taken, transactions undertaken and balances to the:

- a. the head office of, any of its subsidiaries or subsidiaries of its holding company, Affiliates, representative and branch offices in any jurisdiction ("Permitted Parties");
- b. professional advisers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
- c. any actual or potential participant or sub-participant in relation to any of the Banker to the Issue and/or Sponsor Bank rights and/or obligations under any agreement between the Parties, or assignee, novatee or transferee (or any agent or adviser of any of the foregoing);
- d. any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties; and
- e. any rating agency, insurer or insurance broker of, any Permitted Party.

14. NOTICES

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



Sponsor Bank pursuant to this Agreement, the facsimile of the written instruction may, at first, be sent by tele facsimile, provided that its original is subsequently delivered by (i) or (ii) above.

In case of notice to the Company:

V.L.INFRAPROJECTS LIMITED
716, Shivalik Satyamev,
Near Vakil saheb Bridge Bopal,
Ahmedabad- 380058,
Gujarat, India
Tel: +91 99988 50177
Email: info@vlil.in
Contact Person: Ms. Anjali Mukeshbhai Samant
Website: www.vlil.in
CIN: U45200GJ2014PLC081602

In case of a notice to the Sponsor Bank:

AXIS BANK LIMITED
Vastrapur Branch, Ground Floor, Abhisree Adroit,
Mansi Circle, Vastrapur, Ahmedabad- 380015
Tel: +91 079 40260400
Email: vastrapur.branchhead@axisbank.com
Contact Person: Ms. Shilpa Rathod
Website: www.axisbank.com
SEBI Registration Number: INBI00000017

In case of notice to the Book Running Lead Manager:

BEE LINE CAPITAL ADVISORS PRIVATE LIMITED
B-1311-1314, Thirteenth Floor, Shilp Corporate Park,
Rajpath Rangoli Road, Thaltej, Ahmedabad- 380054, Gujarat, India.
Tel: +91 - 79 4918 5784
Email: mb@beelinemb.com
Website: www.beelinemb.com
Contact Person: Mr. Nikhil Shah
SEBI Registration No: INM000012917

In case of a notice to the Registrar to the Issue:

SKYLINE FINANCIAL SERVICES PRIVATE LIMITED
SEBI Registration Number: INR000003241
Address: D-153A, 1st Floor, Okhla Industrial Area Phase-I, New Delhi- 110020, India.
Tel. Number: 011-40450193-197
Fax: 011-26812683
Email Id: info@skylinesert.com
Investors Grievance Id: grievances@skylinesert.com
Website: www.skylinesert.com
Contact Person: Mr. Anuj Rana
CIN: U74809DL1995PTC071324

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

15. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION



- 15.1 In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of ten (10) days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation.
- 15.2 If the dispute is not resolved through negotiation within ten (10) days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 or any modification or re-enactment or amendment thereof and shall be conducted in English. The Arbitration shall be conducted by sole arbitrator appointed with the consent of the Parties who are party to the relevant dispute or claim, failing which the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration Act. The Arbitration shall take place in Mumbai. The arbitral award shall be final and binding on the Parties.
- 15.3 This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, without reference to its conflict of laws rules. The courts at Mumbai, in the state of Maharashtra, India, shall have exclusive jurisdiction.
- 15.4 The relevant SEBI Circular and other applicable regulatory guidelines, viz., SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 (as amended by SEBI circular dated June 2, 2021, bearing number SEBI/HO/CFD/DIL2/P/CIR/2021/570) and further amendments if any, shall be complied by all Parties herein, as may be applicable.

16. SEVERABILITY

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

17. ASSIGNMENT

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

18. FORCE MAJEURE

No Party shall be liable for any loss or damage arising out of any circumstances beyond the control of the Parties, such as acts of God, orders or restrictions, war or warlike conditions, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, earthquakes, fires or accidents etc.

19. FEES

19.1 The Company shall pay, on demand, all the usual and customary service charges, transfer fees, account maintenance, account acceptance, statement, investigation, funds transfer and any other charges as are levied by the Banker to Issue as mutually agreed and such other out of pocket expenses as are claimed by the Banker to Issue (collectively, the "Fees") in connection with the Account.

19.2 Notwithstanding anything contained in this Agreement, in the event that the Banker to Issue is not paid its fees within 15 days of Listing of Equity Shares of the Company, the Banker to Issue shall have a right to set-off any amount lying available or to be deposited in the Account to recover or realize its fee or charges or any part thereof without the written instruction of the Book Running Lead Manager.



20. AMENDMENT

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

21. AMBIGUITY

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

22. SPECIMEN SIGNATURES

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

- For the Company, as set in Annexure F2
- For the Book Running Lead Manager, as set out in Annexure F1.
- For the Registrar to the Issue,

[Signature Page Follows]



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

<p>For and on behalf of V.L.Infraprojects Limited</p> <p> </p> <p>(Authorised Signatory)</p>	<p>For and on behalf of AXIS Bank Limited</p> <p> </p> <p>(Authorised Signatory)</p>
<p>For and on behalf of Beehive Capital Advisors Private Limited</p> <p> </p> <p>(Authorised Signatory)</p>	<p>For and on behalf of Skyline Financial Services Private Limited</p> <p> </p> <p>(Authorised Signatory)</p>
<p>Witnessed by:</p> <p>1. E. Sarath Ahmedabad E. Sarath</p> <p>2. Deepak Chaudharia Ahmedabad</p> <p></p>	<p>Witnessed by:</p> <p>3. Chirag Jirawala Ahmedabad. </p> <p>4. Anurag Mansoor Anurag </p>

ANNEXURE-A1

(Intimation of Issue Opening Date and Issue Closing Date)

To:

Axis Bank Limited (Sponsor Banker)	Skyline Financial Services Private Limited	V.L. Infra Projects Limited
Vastropur Branch, Ground Floor, Akshaya Adarsh, Main Circle, Vastropur, Ahmedabad- 380015, Gujarat.	D-155A, 1st Floor, Oshin Industrial Area Phase 1, New Delhi - 110028, India.	714, Shastri Park, Near Vaidh Chelvi Wadia Hospital, Ahmedabad- 380015, Gujarat, India.

From: Merchant Banker

Dear Sirs,

Re:

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

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

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For
Beeline Capital Advisors Private Limited

(Authorized Signatory)



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

To:
Banker to the Issue and Sponsor Bank
AXIS Bank Limited

Registrar
CC: Company Name

From: Merchant Banker

Dear Sirs,

Re: Public Issue Account of V.L. INFRAPROJECTS LIMITED and Agreement dated [●]

Pursuant to clause 3.4.5 and 3.4.8 (ii) of the Agreement dated [●], 2024 we hereby instruct you to transfer of _____ ₹ _____ from the Public Issue Account "V.L. INFRAPROJECTS LIMITED-PUBLIC ISSUE ACCOUNT" bearing Account Name and No. [●] to the following bank accounts amounts due from the company as fees of the Book Running Lead Manager, Registrar to the Issue, Legal Counsel to the Issue, underwriting and selling commissions, other intermediary fees and other IPO related expenses:

Beneficiary Name	Amount (in ₹)	Beneficiary Bank's Name	Beneficiary Account Number	Beneficiary Bank Address	IFSC Code
[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]

Capitalized terms used but not defined herein shall have the meaning as ascribed to such terms in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For BEELINE CAPITAL ADVISORS PRIVATE LIMITED

Nikhil Shah
Authorized Signatory
Name: Nikhil Shah
Designation: Director
Contact: +91 79 4840 5357
Email: nsh@bcaadvisors.com
CC: V.L. INFRAPROJECTS LIMITED



Anil
Anil Financial Services Pvt. Ltd.
New Delhi



Sanjay
V.L. INFRAPROJECTS LIMITED



S. R. Reddy
S. R. Reddy & Associates



ANNEXURE A3

(No Objection Certificate)

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE AND SPONSOR BANK

To:

Banker to the Issue and Sponsor Bank

From:

Merchant Banker

Dear Sirs,

Re: Public Issue Account of Name of the Company and Agreement dated [●]

Pursuant to the clause 3.4.8 (iv)(v) of this agreement dated [●], we hereby confirm that the Company has received listing and trading approvals for the Public Issue of Equity Shares of "VL INFRAPROJECTS LIMITED". We also confirm that all payments as specified in Annexure A have been made and that we have "no objection" to the Bank(s) accepting instructions from the Company for releasing of funds from the Public Issue Account.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For Beeline Capital Advisors Private Limited


(Authorized Signatory)



ANNEXURE B1

(Intimation from RTA to SCSB's)

To:
SCSB's;

Copy to:
VL Infraprojects Limited

From: _____
Dear Sirs,

Re: Public Issue Account of VL INFRAPROJECTS LIMITED and Agreement dated [●], 2024

Pursuant to clause 3.4.2 of the Banker to the Issue Agreement dated [●], 2024, the Designated Date is [●] and we here by instruct you to transfer on [●], ₹ [●] from the Applicant Account to the Public Issue Account ["VL INFRAPROJECTS LIMITED-PUBLIC ISSUE ACCOUNT"] bearing Account No. [●] with Axis Bank acting as the Banker to the Issue

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

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

Yours faithfully,

For Registrar

(Authorized Signatory)



ANNEXURE B2

FORM OF INSTRUCTIONS TO THE BANKER(S) TO THE ISSUE AND SPONSOR BANK

To:
Axis Bank Limited

From:
Beeline Capital Advisors Private Limited

Dear Sirs,

Re: Public Issue Account of VL INFRAPROJECTS LIMITED and Agreement dated [●]

1. Pursuant to the clause of 3.4.8 (iv) of this Agreement dated [●], we hereby instruct you to transfer ru. ₹ [●] from the Public Issue Account "VL INFRAPROJECTS LIMITED - PUBLIC ISSUE ACCOUNT" bearing Account Name and No. [●] to the bank accounts as mentioned below:

Beneficiary Name	Amount (in ₹)	Beneficiary's Bank Name	Beneficiary Account No.	Beneficiary Bank Address	FSC Code
	[●]	[●]	[●]	[●]	[●]

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

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

Yours faithfully,

For Beeline Capital Advisors Private Limited


(Authorized Signatory) 

 

 

 

ANNEXURE F1

AUTHORISED SIGNATORIES OF BOOK RUNNING LEAD MANAGER TO THE ISSUE

Following are severally authorized on behalf of Beehive Capital Advisors Private Limited (Merchant Banker) to execute Annexures including A1, A2, A3, B2, G, H, I, IA and J.

Specimen signatures of the above are set forth below:



ANNEXURE I2

AUTHORISED SIGNATORIES OF COMPANY

Are authorized on behalf of VL INFRAPROJECTS LIMITED (Company) to execute Annexure including Annexure E.

Specimen signatures of the above are set forth below:



ANNEXURE F3

AUTHORISED SIGNATORIES OF REGISTRAR TO THE ISSUE

Following are severally authorized on behalf of Skyline Financial Services Private Limited (Registrar to the Issue) to execute the specified Annexures as stated in this Agreement including Annexure H, I, (A and J).

Specimen signatures of the above are set forth below:



ANNEXURE G

(Intimation to Bankers on failure of the Issue)

To: AXIS BANK LIMITED

Banker to the Issue

Sponsor Bank

Refund Banks

Registrar

Copy to: V.L.INFRAPROJECTS LIMITED

From:

Beeline Capital Advisors Private Limited

Dear Sirs,

Re: Public Issue Account of V.L.INFRAPROJECTS LIMITED and Agreement dated] [•]

Pursuant to clause 3.3.2 we hereby intimate you that the Issue has failed due to the following reason:

[•]

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

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

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

For and on behalf of Merchant Banker
Beeline Capital Advisors Private Limited


(Authorised Signatory)



ANNEXURE D

To:
Banker to the Issue and Sponsor Bank

Copy to: V.L.INFRAPROJECTS LIMITED

From:
Beeline Capital Advisors Private Limited
Dear Sirs,

Re: Public Issue Account of V.L.INFRAPROJECTS LIMITED and Agreement dated [●], 2024.

Pursuant to clause 3.3.4 of the Agreement dated [●], we intimate you that the listing is not as prescribed in the Red Herring Prospectus, thus instruct you to kindly transfer the funds from Public Issue Account "V.L.INFRAPROJECTS LIMITED-PUBLIC ISSUE ACCOUNT" bearing account number [●] to the refund account as per below details:

Refund Account Name	Amount (in ₹)	Refund Bank Name	Refund Account No.	Refund Bank Address	IFSC Code

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

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

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

<p>For and on behalf of Merchant Banker Beeline Capital Advisors Private Limited</p> <p><i>[Signature]</i></p> <p>(Authorised Signatory)</p> 	<p>For and on behalf of B</p> <p><i>[Signature]</i></p> <p>(Authorised Signatory)</p> 
--	--

Encl: Details of Applicant



ANNEXURE I

To:

Escrow Collection Bank

Copy to:

Company Refund Bank

From:

The BRLM

The Registrar to the Issue

Dear Sirs,

Re: Escrow Agreement dated [●]

Pursuant to Section 3.4.1 (A) the Escrow Agreement dated [●], 2024 (the "Escrow Agreement"), we hereby instruct you to transfer on [●], ₹ [●] from the Escrow Accounts "[●]" No. [●] to the Public Issue Account Name "[●]" No. [●]:

Beneficiary Name	Amount (in ₹)	Beneficiary Bank's Name	Beneficiary Account Number	Beneficiary Bank Address	IFSC Code
[●]	[●]	[●]	[●]	[●]	[●]

Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Escrow Agreement.

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

Yours faithfully,

<p>For and on behalf of Beeline Capital Advisors Private Limited</p>  <p>(Authorised Signatory)</p> 	<p>For and on behalf of Skyline Financial Services Private Limited</p>  <p>(Authorised Signatory)</p> 
--	--



ANNEXURE 1A

To:

Escrow Collection Bank

Copy to:

Company Refund Bank

From:

The BRLM

The Registrar to the Issue

Dear Sirs,

Re: Escrow Agreement dated [●], 2024

Pursuant to Section 3.4.1 (B) the Escrow Agreement dated [●], 2024 (the "Escrow Agreement"), we hereby instruct you to transfer on [●], ₹ [●] from the Refund Account "[●]" No. [●] to the bidders, the details of which are provided below:

Beneficiary Name	Amount (in ₹)	Beneficiary Bank's Name	Beneficiary Account Number	Beneficiary Bank Address	IFSC Code
[●]	[●]	[●]	[●]	[●]	[●]

Capitalized terms used but not defined herein shall have the meaning as ascribed to such terms in the Escrow Agreement.

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

Yours faithfully,

<p>For and on behalf of Beeline Capital Advisors Private Limited</p> <p><i>[Signature]</i></p> <p>(Authorised Signatory)</p> 	<p>For and on behalf of Skyline Financial Services Private Limited</p> <p><i>[Signature]</i></p> <p>(Authorised Signatory)</p> 
--	---



ANNEXURE J

To:

Escrow Collection Bank

Copy to:

Company Refund Bank

From:

The BRLM

The Registrar to the Issue

Dear Sirs,

Re: Escrow Agreement dated [●], 2024

Pursuant to Section 3.4.1 (B) the Escrow Agreement dated [●], 2024 (the "Escrow Agreement"), we hereby instruct you to transfer on [●], ₹[●] from the Escrow Accounts "[●]" No. [●] to the Refund Account "[●]" No. [●] with [●], the Refund Bank as follows:

Beneficiary Name	Amount (in ₹)	Beneficiary Bank's Name	Beneficiary Account Number	Beneficiary Bank Address	IFSC Code
[●]	[●]	[●]	[●]	[●]	[●]

Capitalized terms used but not defined herein shall have the meaning as ascribed to such terms in the Escrow Agreement.

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

Yours faithfully,

<p>For and on behalf of Beeline Capital Advisors Private Limited</p> <p> (Authorized Signatory)</p> <p></p>	<p>For and on behalf of Skyline Financial Services Private Limited</p> <p> (Authorized Signatory)</p> <p></p>
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ANNEXURE 6
(Intimation about closure of accounts)

Date:
Axis Bank Limited
Registered Office

For Attention:

Ref: Public Issue Account of VL INFRAPROJECTS LIMITED Account No. [●] and Agreement dated [●], 2024

Sub: Account Closure Instruction

Pursuant to clause 3.6 of this Agreement, this is with reference to the Public Issue and refund account opened in name of VL INFRAPROJECTS LIMITED-PUBLIC ISSUE ACCOUNT & VL INFRAPROJECTS LIMITED-REFUND ACCOUNT bearing account number [●] in term of this Agreement dated [●], 2024 between Company, Merchant banker and Axis Bank Limited.

Since all the formalities related to the IPO of VL INFRAPROJECTS LIMITED has been completed and no balance is there in the aforesaid account, you are hereby instructed to close the above-mentioned refund account and confirm

Thanking You

For VL INFRAPROJECTS LIMITED



(Authorized Signatory)






