

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 06/05/2025

Certificate No. EAF2025E158

GRN No. 131925180



Stamp Duty Paid : ₹ 500
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Sampark india logistics Limited

H.No/Floor: 17

Sector/Ward: 3

LandMark: Main mathura road faridabad

City/Village: Faridabad

District: Faridabad

State: Haryana

Phone: 98*****09

Others: Sampark india logistics limited



Buyer / Second Party Detail

Name: Finshore management services Limited

H.No/Floor: 207

Sector/Ward: Block

LandMark: Anand lok apartment acharya jagdish

City/Village: Kolkatta

District: Kolkatta

State: West bengal

Phone: 70*****09

Others: Finshore management services limited

Purpose: ISSUER AGREEMENT BETWEEN SAMPARK INDIA LOGISTICS LIMITED AND FINSHORE
MANAGEMENT SERVICES LIMITED

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nlc.in>

For SAMPARK INDIA LOGISTICS LIMITED

FINSHORE MANAGEMENT SERVICES LIMITED

Director

Director

ISSUE AGREEMENT

**FOR INITIAL PUBLIC ISSUE (IPO) OF
SAMPARK INDIA LOGISTICS LIMITED
ON THE**

SME PLATFORM OF BSE LIMITED

DATED SEPTEMBER 22, 2025

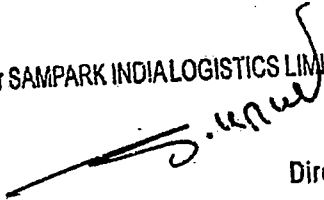
AMONGST

**SAMPARK INDIA LOGISTICS LIMITED
(Issuer Company)**

AND

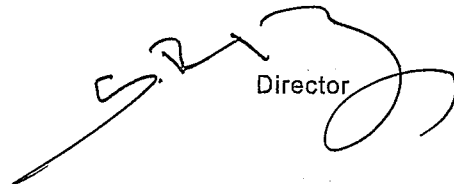
**FINSHORE MANAGEMENT SERVICES LIMITED
(Book Running Lead Manager)**

For SAMPARK INDIA LOGISTICS LIMITED



Director

FINSHORE MANAGEMENT SERVICES LIMITED



Director

**THIS ISSUE AGREEMENT IS ENTERED INTO THIS 22nd DAY OF SEPTEMBER, 2025
BETWEEN:**

SAMPARK INDIA LOGISTICS LIMITED, a Company Incorporated under the Companies Act, 1956 and having its Registered Office at Plot No. 48, Bhule Ram Colony, Block B, Gali No. 7, Rangpuri Extension, Palam Airport, South West Delhi, New Delhi - 110037, India (hereinafter referred to as "**Sampark**" or "**SILL**" or "**Issuer**" or "**The Company**" or "**The Issuer Company**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;

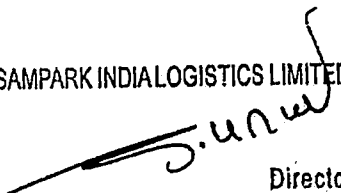
AND

FINSHORE MANAGEMENT SERVICES LIMITED, a company registered under the Companies Act, 1956 and having its registered office at Anandlok, Block-A, 2nd Floor, Room No. 207, 227, A.J.C. Bose Road, Kolkata-700020, West Bengal, India (hereinafter referred to as "**FMSL**", or "**BRLM**" or "**Book Running Lead Manager**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **SECOND PART**;

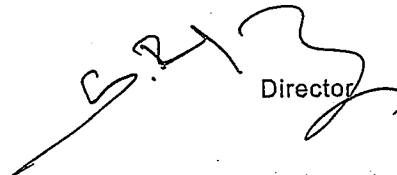
WHEREAS:

1. The Issuer proposes an initial public offering to issue up to **33,36,000** Equity Shares having face value of ₹10/- (Rupees Ten Only) each through the 100% Book Built method ("**Book Built**") as prescribed in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("**SEBI ICDR Regulations**"), at a price as may be decided by the Issuer in consultation with the Book Running Lead Manager ("**Issue Price**"); in accordance with the Companies Act as defined herein, SEBI ICDR Regulations and other applicable laws, at such price as may be determined through the book built price issue process under the SEBI ICDR Regulations (the "**Issue Price**") by the Company in consultation with the BRLM and/or as disclosed in Prospectus. and
2. The Issuer has approached the Merchant Banker to manage the issue and the Merchant Banker have accepted the engagement, pursuant to Engagement Letter dated April 09, 2024 ("**Engagement Letter**") *inter-alia*, subject to the Issuer entering into this agreement;
3. The fees and expenses payable to the Book Running Lead Manager for managing the Issue will be governed by the terms and conditions as set forth in the Engagement Letter. Pursuant to the SEBI ICDR Regulations, the Book Running Lead Manager is required to enter into this Issue Agreement with the Issuer and accordingly, the Parties desires to enter into this Agreement to record certain terms and conditions with respect to the Issue;

For SAMPARK INDIA LOGISTICS LIMITED


Director

FINSHORE MANAGEMENT SERVICES LIMITED


Director

4. The Issuer has obtained approval for the Issue pursuant to the meeting of **Board of Directors** vide their resolution dated **September 03, 2025**. The Issuer passed a special resolution under section 62(1)(c) of the Companies Act, 2013 at the **Extra Ordinary General Meeting** held on **September 05, 2025** which collectively authorized the Issuers' Directors, or any other authorized representatives, for the purpose of the Issuing and signing the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus and the Agreements, any amendments or supplements thereto, and any and all other writings as any be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.
5. The Issuer Company shall be applying for In-principle approval of BSE Limited ("BSE") for listing of its Equity Shares on the SME Platform of BSE.
6. Finshore Management Services Limited is a SEBI Registered Category - I Merchant Banker having Registration No. INM000012185 and is the Book Running Lead Manager and Underwriter to the Issue.

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

1. DEFINITION AND INTERPRETATIONS

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

- 1.1 **"Affiliate"** with respect to a specified person, shall mean any other person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with, the specified person;
- 1.2 **"Allotment"** shall mean the Issue and allotment of equity shares pursuant to Fresh Issue to successful Applicants;
- 1.3 **"Agreement"** shall mean this Issue Agreement or any other agreement as specifically mentioned;
- 1.4 **"Applicant"** shall mean any prospective investor who has made an application in accordance with the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus;
- 1.5 **"Application"** shall mean an indication to make an application during the Application Period prospective investor to subscribe to the Equity Shares at the Issue Price, including all revisions and modifications thereto;

For SAMPARK INDIA LOGISTICS LIMITED

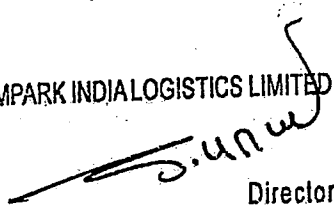

Director

FINSHORE MANAGEMENT SERVICES LIMITED

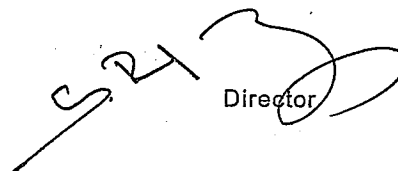

Director

- 1.6 **"BRLM"** shall mean the Book Running Lead Manager to the Issue i.e., Finshore Management Services Limited;
- 1.7 **"BSE"** shall mean BSE Limited;
- 1.8 **"BSE SME"** shall mean SME Platform of BSE Limited;
- 1.9 **"Business Day"** shall mean any day (other than a Saturday or a Sunday and a public holiday) on which the SEBI, the Stock Exchanges or the Commercial Banks in – Mumbai, India are open for business;
- 1.10 **"Closing Date"** shall mean the date of allotment of the Shares by the Company, in accordance with the Prospectus, which date will not be later than 90 days after the application opening date, unless otherwise mutually agreed in writing between the Book Running Lead Manager and the Issuer;
- 1.11 **"Companies Act"** shall mean the Indian Companies Act, 1956 and the Companies Act, 2013, along with the rules framed there under to the extent notified as amended from time to time;
- 1.12 **"Controlling", "Controlled by" or "Control"** shall have the same meaning ascribed to the term "control" under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or as amended;
- 1.13 **"Controlling Person(s)"** with respect to a specified person, shall mean any other person who Controls such specified person;
- 1.14 **"Draft Red Herring Prospectus" or "DRHP"** shall mean the draft issue document in accordance with the SEBI ICDR Regulations of the Company which will be filed with SME Platform of BSE in accordance with Section 32 and section 26 of the Companies Act, 2013 for getting in-principle listing approval and which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Offer;
- 1.15 **"Engagement/ Engagement Letter/ Offer Letter"** as the context may require shall mean engagement pursuant to the engagement letter dated April 09, 2024;
- 1.16 **"Equity Shares"** shall have the meaning ascribed to such term in the recital to this Agreement;
- 1.17 **"Issue Closing Date"** shall have the same meaning ascribed to it in the Red Herring Prospectus;
- 1.18 **"Issue Opening Date"** shall have the same meaning ascribed to it in the Red Herring Prospectus;

For SAMPARK INDIA LOGISTICS LIMITED


Director

FINSHORE MANAGEMENT SERVICES LIMITED


Director

- 1.19 **"Market Maker"** shall mean any person who is registered as a Market Maker with the Stock Exchange where securities are proposed to be listed;
- 1.20 **"Market Making Agreement"** shall mean the Agreement entered between the Issuer Company, Book Running Lead Manager and Market Maker;
- 1.21 **"Material Adverse Change"** shall mean, Individually or in the aggregate, a material adverse effect, probable or otherwise, whether or not in the ordinary course of business (a) on the condition, financial or otherwise, or on the business, operations, management, earnings or prospects of the Company, or (b) on the ability of the Company to perform their obligations under, or to consummate the transactions contemplated by, the Transaction Documents or (c) on the ability of the Company to conduct its business, to own, lease or license its assets or properties, in substantially the same manner in which such business were previously conducted or such assets or properties were previously owned, leased or licensed as described in the Offer Documents;
- 1.22 **"Net Offer"** shall mean the offer of equity shares in this Issue excluding Market Maker Reservation Portion.
- 1.23 **"Non-Institutional Applicants"** shall mean all Applicants that are not QIBs or Individual Investor and who have applied for equity shares for an amount of more than ₹2,00,000/- (Rs. Two Lakhs);
- 1.24 **"Offer Documents"** shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus, Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the Bid cum Application Form (including the Abridged Prospectus) and the pricing supplement, including all supplements, corrections, amendments, corrigenda, notices to investors, thereto
- 1.25 **"Party"** or **"Parties"** shall have the meaning given to such terms in the preamble to this Agreement;
- 1.26 **"Price Band"** The Price Band and the minimum Bid Lot size for the Offer will be decided by our Company in consultation with the BRLM and will be advertised, at least two Working Days prior to the Bid/ Issue Opening Date, in (i) one English national daily newspaper with wide circulation, (ii) one Hindi national daily newspaper with wide circulation, and (iii) one regional language newspaper with wide circulation at the place where the registered office of the issuer is situated. Such advertisement will also disclose the relevant financial ratios calculated at the Floor Price and the Cap Price and will also be available on the websites of the Stock Exchange.

For SAMPARK INDIA LOGISTICS LIMITED

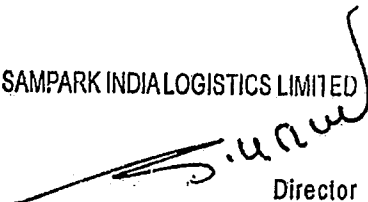

Director

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Director

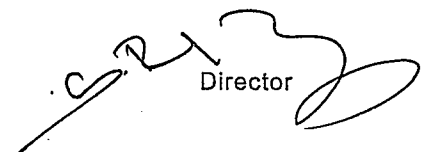
- 1.27 **"Prospectus"** shall mean the offer document to be registered with the RoC after the Pricing Date in accordance with Section 26 and Section 32 of the Companies Act, 2013, and the provisions of the SEBI ICDR Regulations containing, inter alia, the Issue Price that is determined at the end of the Book Building Process, the size of the Issue and certain other information;
- 1.28 **"Qualified Institutional Buyers" or "QIBs"** shall have the meaning given to such term under the SEBI (ICDR) Regulation 2018, and includes public financial institutions as specified in section 2 (72) of the Companies Act, 2013, Scheduled Commercial Banks, Mutual Funds Foreign Portfolio Investor other than Category III Foreign Portfolio Investor, registered with SEBI, Multilateral and Bilateral Development Financial Institutions, Venture Capital Funds and AIFs registered with SEBI, State Industrial Development Corporations, Insurance Companies registered with the Insurance Regulatory and Development Authority, Provident Funds with minimum corpus of ₹2,500.00 Lakhs and Pension Funds minimum corpus of ₹2,500.00 Lakhs, National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India, Insurance funds set up and managed by army, navy or air force of the Union of India, Insurance funds set up and managed by the Department of Posts, India;
- 1.29 **"Red Herring Prospectus" or "RHP"** shall mean the offer document to be issued in accordance with Section 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be issued and the size of the Issue. The Red Herring Prospectus will be registered with the RoC at least three days before the Bid/ Issue Opening Date and will become the Prospectus upon registering with the RoC after the Pricing Date.
- 1.30 **"Retail Applicants"** shall mean individual Applicants (including HUFs and NRIs) who have applied for Equity Shares for an amount not more than ₹2,00,000/- (Rs. Two Lakhs) in any of the application options in the Issue;
- 1.31 **"SEBI"** shall mean the Securities and Exchange Board of India;
- 1.32 **"SEBI (ICDR) Regulations"** shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;
- 1.33 **"Stock Exchange"** shall mean BSE Limited;
- 1.34 **"Transaction Documents"** shall mean, collectively, this Agreement, the Escrow Agreement and the Underwriting Agreement;
- 1.35 **"Underwriting Agreement"** shall mean agreement to be entered between the Issuer and Underwriter;

For SAMPARK INDIA LOGISTICS LIMITED



Director

FINSHORE MANAGEMENT SERVICES LIMITED



Director

2. THE ISSUE

- 2.1 On the basis of the representations and warranties contained in this Agreement and subject to its terms and conditions, the Book Running Lead Manager hereby agree to manage the Issue solely and, on the terms, and conditions contained elsewhere in this Agreement and as mentioned below.
- 2.2 The Company shall not, without the prior written approval of the Book Running Lead Manager, file the Offer documents (whether Draft Red Herring Prospectus or Red Herring Prospectus or Prospectus) with Stock Exchange, the Registrar of Companies or any other authority whatsoever. For the purposes of this Agreement, the terms "**Draft Red Herring Prospectus**", "**Red Herring Prospectus**" and "**Prospectus**" shall include the preliminary or final offering memorandum. Also, the terms "Draft Red Herring Prospectus", "Red Herring Prospectus" and "Prospectus" shall include any amendments or supplements to any such prospectus or any notices, corrections, corrigenda or notices in connection therewith.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The Company represents and warrants to, and agrees with, the Book Running Lead Manager, as of the date of this Agreement and as of the Issue Opening Date and as of the Issue Closing Date and as of the Closing Date that:
- 3.1.1 All statements made in the Offer Document shall be complete in all respects and shall be true and correct.
- 3.1.2 The Offer Documents did not, and will not, include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the representations and warranties made in this paragraph shall not apply to any statement or omission in the Offer Documents relating to the Book Running Lead Manager made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Book Running Lead Manager expressly for use therein. For the avoidance of doubt, the only such information provided by the Book Running Lead Manager consists solely of its legal name, SEBI registration number and contact details and details regarding its net worth.
- 3.1.3 The Issuer represents that except for the disclosures that would appear in the Draft Red Herring Prospectus, Red Herring Prospectus or Prospectus or any supplement thereto to be approved by the Board of Directors or its Committee (a) the Company

For SAMPARK INDIA LOGISTICS LIMITED


Director

FINSHORE MANAGEMENT SERVICES LIMITED


Director

is not in default of the terms of, or there has been no delay in the payment of the principal or the interest under, any indenture, lease, loan, credit or other agreement or instrument to which the issuer is party to or under which the issuer's assets or properties are subject to and (b) there has been no notice or communication, written or otherwise, issued by any third party to the Company, with respect to any default or violation of or seeking acceleration of repayment with respect to any indenture, lease, loan, credit or other agreement or instrument to which the issuer is a party to or under which the issuer's assets or properties are subject to, nor is there any reason to believe that the issuance of such notice or communication is imminent.

- 3.1.4 The Offer Documents comply with all the statutory formalities under the Companies Act, 1956, the Companies Act, 2013 to the extent notified, the SEBI (ICDR) Regulations and other applicable statutes to enable it to make the Issue.
- 3.1.5 The Company has obtained approval for the Issue pursuant to the meeting of **Board of Directors** vide their resolution dated **September 03, 2025**; and shareholders' approval at the **Extra Ordinary General Meeting** held on **September 05, 2025** and it has complied with or agrees to comply with the terms and conditions of such approvals. The Company has also obtained the approval of its lenders regarding the Issue.
- 3.1.6 The Company hereby represents, warrants and agrees with the Book Running Lead Manager as of the date of this Agreement and the Closing Date, that, unless otherwise expressly authorised in writing by the Book Running Lead Manager, neither it nor any of its Affiliates nor any of its respective directors, employees or agents has made or will make any verbal or written representations in connection with the Issue, other than those representations made pursuant to and based on the terms and conditions set forth in this Agreement, the Offer Documents or in any other document the contents of which are or have been expressly approved or provided for in writing for this purpose by the Book Running Lead Manager.
- 3.1.7 The Company has been duly incorporated and is validly existing as a public limited company under the laws of the Republic of India and no steps have been taken or proposed to be taken for its winding up, liquidation or receivership under the laws of the Republic of India and has all requisite corporate power and authority to own, operate and lease its properties and to conduct its business as described in the Offer Documents and to enter into and perform its obligations under each of the Offer Documents. The Company is duly qualified or licensed to transact business in each jurisdiction in which it operates, except to the extent that a failure to be so would amount to a Material Adverse Change.

For SAMPARK INDIA LOGISTICS LIMITED


Director

FINSHORE MANAGEMENT SERVICES LIMITED


Director

- 3.1.8 Each of the Offer Documents have been duly authorised, executed and delivered by, and are valid and legally binding obligations of, the Company and is enforceable against the Company in accordance with their respective terms.
- 3.1.9 The authorised and issued share capital of the Company conforms in all respects to the description thereof contained in the Offer Documents. The Equity Shares conform to the description thereof contained in the Offer Documents and such description: (i) is true and correct in all respects and (ii) contains all material disclosures which are true and adequate to enable investors to make an informed decision as to the investment in the Issue.
- 3.1.10 All of the outstanding or issued share capital of the Company (i) has been duly authorised, (ii) is validly issued, fully paid and (iii) was not issued in violation of any pre-emptive or similar rights.
- 3.1.11 The Equity Shares have been duly and validly authorised and, when issued or sold, as the case may be, and when delivered against payment thereof, shall be validly issued and subscribed for and fully paid, shall have attached to them the rights and benefits specified as described in the Offer Documents and, in particular, shall rank *pari-passu* in all respects with all other equity shares of the Company, shall not be subject to any pre-emptive or other similar rights in relation to the transfer thereof and shall be free and clear of any encumbrances whatsoever.
- 3.1.12 Except as described in the Offer Documents, there are no limitations on the rights of holders of Equity Shares to hold or vote or transfer their Equity Shares.
- 3.1.13 Except as described in the Offer Documents, no approvals of any governmental or regulatory authorities are required in India (including any foreign exchange or foreign currency approvals) in order for the Company to pay dividends declared by the Company to the holders of Equity Shares.
- 3.1.14 The execution and delivery by the Company of, and the performance by the Company of its obligations under each of the Offer Documents did not, and will not, result in a breach or violation or constitute a default under (i) any provision of applicable law or the articles of association of the Company; (ii) agreement, obligation, condition, covenant or other instrument binding upon the Company; or (iii) any judgment, order or decree of any governmental or regulatory body, agency or court having jurisdiction over the Company. No consent, approval, authorisation, filing or order of, or qualification with, any governmental or regulatory body, agency or court is required for the performance by the Company of any of its obligations under, or for the consummation of the transactions contemplated by, each of the

For SAMPARK INDIA LOGISTICS LIMITED


Director

FINSHORE MANAGEMENT SERVICES LIMITED


Director

Offer Documents, this Agreement or in relation to the issuance of Equity Shares, except such as may be required by the SEBI, RoC and the stock exchange in connection with the Issue and except such as have been obtained and are in full force and effect.

- 3.1.15 There has not occurred, any Material Adverse Change, in the condition, financial or otherwise, or in the business, management, assets or prospects of the Company, from that set forth in the Offer Documents;
- 3.1.16 There have been no additional transactions entered into by the Company, which, in its opinion, are material with respect to those set forth in Offer Documents.
- 3.1.17 Except as disclosed in the Offer Documents, there are no actions, suits, proceedings, inquiries or investigations, before or brought by any court or governmental agency or body, domestic or foreign, or any arbitration proceeding now pending, against or affecting the Company which would reasonably be expected to result in a Material Adverse Change. All pending legal or governmental proceedings to which the Company is a party or of which any of its property or assets is the subject have been, or will be, described in the Offer Documents.
- 3.1.18 Except as disclosed in the Offer Documents and except where it would not result in a Material Adverse Change: (i) the Company has all necessary licenses, consents, authorisations, approvals, orders, certificates and permits to own, lease, license, operate and use their properties and assets, to conduct its business as conducted as of the date of this Agreement and as of the Closing Date; (ii) each such governmental licenses, consents, authorisations, approvals, orders, certificates and permits has been duly obtained by the Company, as applicable, and is held in the name of the Company, was validly issued, is in full force and effect; and (iii) there are no proceedings pending, relating to the revocation, modification or non-renewal of any such license, consent, authorisation, approval, order, certificate or permit.
- 3.1.19 The Company is not (i) in violation of its articles of association, (ii) except as described in Offer Documents, in default (and there has not been any event that has occurred that with the giving of notice or lapse of time or both would constitute a default) in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company is a party or by which it may be bound, or to which any of the property or assets of the Company is subject, or (iii) in violation or default (and there has not been any event that has occurred that with the giving of notice or lapse of time or both would constitute a default) of any Law, judgement, order or decree of any

For SAMPARK INDIA LOGISTICS LIMITED

Director

FINSHORE MANAGEMENT SERVICES LIMITED

Director

court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company.

- 3.1.20 All descriptions of (i) this Agreement, (ii) the articles of association of the Company and (iii) all other documents forming part of the Offer Documents, in each case, fairly and accurately summarise the contents of these contract or documents and do not omit any material information that affects the Import of such descriptions. There are no contracts or documents that would be required to be described in the Offer Documents under Indian law or any other applicable laws that have not been so described.
- 3.1.21 The Company own or possess, or can acquire on reasonable terms, all material patents, patent rights, licenses, inventions, copyrights, know how (including trade secrets and other unpatented and/or un-patentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the business now operated by them, and the Company has not received any notice of infringement of, or conflict with, asserted rights of others with respect to any of the foregoing, except as disclosed in the Offer Documents, which would result in an unfavourable decision, ruling or finding, against the Company which would result in a Material Adverse Change.
- 3.1.22 Except as disclosed in the Offer Documents, (i) No labour dispute with the employees of the Company exists; and (ii) the Company is not aware of any existing labour disturbances by the employees of the Company's principal customers, suppliers, contractors or subcontractors; which would result in a Material Adverse Change.
- 3.1.23 Except as disclosed in the Offer Documents, the Company has legal, valid and transferable title to all immovable property owned by it and legal and valid title to all other properties owned by it, in each case, free and clear of all mortgages, liens, security interests, claims, restrictions or encumbrances, otherwise secured to any third party except such as do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company; and all of the leases and subleases material to the business of the Company under which such properties are held are in full force and effect, and the Company has not received any notice of any material claim that has been asserted that is adverse to the rights of the Company under any of the leases or subleases mentioned above, or affecting the rights of the Company to the continued possession of the leased or subleased premises under any such lease or sublease, except in each case, to hold such property or have such enforceable lease would not result in a Material Adverse Change.

For SAMPARK INDIA LOGISTICS LIMITED


Director

FINSHORE MANAGEMENT SERVICES LIMITED


Director

3.1.24 Except as disclosed in the Issuer Document, the Company has accurately prepared and timely filed, except where a delay or omission is not material in the opinion of the Book Running Lead Manager, all tax returns, reports and other information which are required to be filed by or with respect to it or has received extensions with respect thereof. Except as would not have a Material Adverse Change in the opinion of the Book Running Lead Manager, the Company has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such tax, assessment, fine or penalty that is being contested in good faith and by appropriate proceedings, to the extent such tax, assessment, fine or penalty is disclosed in the Offer Documents.

3.1.25 The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general and specific authorisations; (ii) transactions are recorded as necessary to enable the preparation of financial statements in conformity with accounting principles generally accepted in India ("Indian GAAP"/ "Ind AS") and to maintain accountability for its assets; (iii) access to assets of the Company is permitted only in accordance with management's general or specific authorisations and (iv) the recorded assets of the Company are compared to existing assets at periodic intervals of time, and appropriate action is taken with respect to any differences. Except as described in the Offer Documents, since the end of the Company's most recent audited fiscal year, there has been (1) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (2) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

3.1.26 Except as disclosed in the Offer Documents, no indebtedness (actual or contingent) and no contract or series of similar contracts (other than employment contracts) is outstanding between the Company and (i) any Director or key managerial personnel of the Company, or (ii) such Director's or key managerial personnel's spouse or parents or any of his or her children, or (iii) any company, undertaking or entity in which such Director holds a controlling interest.

3.1.27 All transactions and loans, liability or obligation between the Company on the one hand and (i) entities that Control or are Controlled by, or are under common Control with, the Company, (ii) entities over which the Company has a significant influence or which has a significant influence over the Company, (iii) persons owning an interest in the voting power of the Company that gives them significant influence

For SAMPARK INDIA LOGISTICS LIMITED


Director

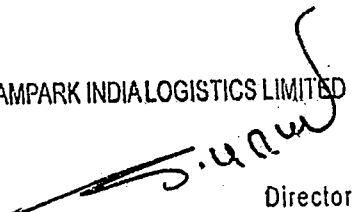
FINSHORE MANAGEMENT SERVICES LIMITED


Director

over the Company, (iv) management personnel having authority and responsibility for planning, directing and Controlling the activities of the Company (including relatives of such management personnel, directors and senior management of the Company) and (v) entities in which a substantial interest in the voting power is owned, directly or indirectly, by any person described in (iii) or (iv) or over which such a person is able to exercise significant influence (including entities owned by directors or major shareholders of the Company and entities that have a member of key management personnel in common with the Company) on the other hand (a) have been and are, or will be, as the case may be, fair and on terms that are no less favourable to the Company than those that would have been obtained in a comparable transaction by the Company with an unrelated person and (b) are, or will be, adequately disclosed in all material respects in the Offer Documents and (c) are, or will be, as the case may be, to the Company's knowledge, legally binding obligations of and fully enforceable against the persons enumerated in (i) to (v) above.

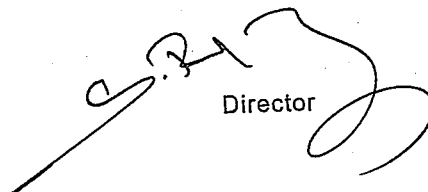
- 3.1.28 Under the current laws and regulations of India and any political subdivision thereof, all amounts payable with respect to the Equity Shares upon liquidation of the Company and dividends and other distributions declared and payable on the Equity Shares may be paid by the Company to the holder thereof in Indian rupees and, subject to the provisions of the Foreign Exchange Management Act, 1999, as amended, and the regulations and guidelines framed thereunder, and the provisions of the Income Tax Act, 1961, as amended, may be converted into foreign currency and freely transferred out of India without the necessity of obtaining any governmental authorisation in India or any political subdivision or taxing authority thereof or therein.
- 3.1.29 The financial statements of the Company included in the Offer Documents, together with the respective related notes, schedules and annexure thereto, are complete and correct in all respects and present fairly and truly, in all respects, the financial position of the Company as of the date shown and its results of operations and cash flows for the periods shown, and such financial statements have been prepared in accordance with Indian GAAP/Ind AS or the applicable body of generally accepted accounting principles specified therein, applied on a consistent basis throughout the periods involved.
- 3.1.30 The auditors including peer reviewed Auditor appointed and who have certified or reviewed the financial statements of the Company are independent chartered accountants within the rules of the code of professional ethics of the Institute of Chartered Accountants in India, as applicable. The selected financial data and the

For SAMPARK INDIA LOGISTICS LIMITED



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summary financial information of the Company included in the Offer Documents have been derived from such financial statements.

- 3.1.31 The financial statements of the Company included in the Offer Documents, to the extent required, have been prepared in accordance with and in conformity with Indian GAAP/Ind AS, the Companies Act, the applicable provisions of the SEBI (ICDR) Regulations and any other applicable regulations.
- 3.1.32 The Company will apply for in-principle approval for listing the Equity Shares offered in the Issue on the **SME platform of BSE**. Such approvals will be in full force and effect once received.
- 3.1.33 The Company acknowledges and agrees that (i) the issuance of the Equity Shares pursuant to this Agreement, is an arm's-length commercial transaction between the Company and the Book Running Lead Manager, (ii) in connection with the Issue contemplated hereby and the process leading to such transaction the Book Running Lead Manager is and has been acting solely as a principal and is not the agent or fiduciary of the Company, or its stockholders, creditors, employees or any other party, (iii) the Book Running Lead Manager has not assumed or will not assume an advisory or fiduciary responsibility in favour of the Company with respect to the Issue contemplated hereby or the process leading thereto (irrespective of whether the Book Running Lead Manager has advised or is currently advising the Company on other matters) and the Book Running Lead Manager has no obligation to the Company with respect to the Issue contemplated hereby except the obligations expressly set forth in this Agreement, (iv) the Book Running Lead Manager and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of each of the Company, and (v) the Book Running Lead Manager has not provided any legal, accounting, regulatory or tax advice with respect to the issue contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate. The Company has waived to the full extent as permitted by applicable law any claims they may have against the Book Running Lead Manager arising from an alleged breach of fiduciary duty in connection with the offering of the Equity Shares.
- 3.1.34 As at the date of any amended Offer Document or supplement to a Offer Document prepared by the Company in accordance with the terms of this Agreement, the representations and warranties of the Company contained in this clause 3 will be true and accurate with respect to any Offer Document as so amended or supplemented as if repeated as at such date.

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- 3.1.35 The statements in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus under the headings "Risk Factors", "The Issue", "General Information", "Capital Structure", "Our Business", "Key Industry-Regulations and Policies", "Our History and Certain Other Corporate Matters", "Our Management", "Management's Discussion and Analysis of Financial Condition and Results of Operations", "Outstanding Litigations and Material Developments", "Governmental and Other Statutory Approvals", "Other Regulatory and Statutory Disclosures", "Terms of the Issue", and "Statement of Possible Tax Benefits", insofar as such statements constitute summaries of legal matters, documents or proceedings referred to therein, fairly summarise such legal matters, documents, proceedings and other matters referred to therein.
- 3.1.36 All descriptions of the governmental approvals, authorisations and other third-party consents and approvals described in the Offer Documents are accurate descriptions in all material respects, fairly summarise the contents of these approvals, authorisations and consents and do not omit any material information that affects the import of such descriptions. There are no governmental approvals, authorisations or consents that are material to the presently proposed operations of the Company or would be required to be described in the Offer Documents under Indian law or regulatory framework of SEBI that have not been so described. Except as described in the Offer Documents and the Company (i) is in compliance with any and all applicable Indian, state and local Laws relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received all permits, licenses or other approvals required by any applicable Environmental Laws and (iii) are in compliance with all terms and conditions of any such permit, license or approval; there are no pending or, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Law against the Company. Except as disclosed in the Offer Documents, there are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any contingent liabilities to third parties).
- 3.1.37 Any statistical and market-related data included in the Offer Documents are based on or derived from sources that the Company believes to be reliable and accurate.
- 3.1.38 The Issuer represents and covenants that it has not knowingly engaged in, is not knowingly engaged in, and will not engage in, any dealings or transactions with any

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Person, or in any country or territory, that at the time of dealing is or was the subject of Sanctions.

- 3.1.39 The Issuer represents and covenants that it will use the proceeds of the Issue exclusively in the manner set forth in the section titled "*Objects of the Issue*" in the Offer Documents, and will not, directly or indirectly, use the proceeds of the Issue, or lend, contribute otherwise make available any such proceeds to any Person:
- (a) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or
 - (b) in any other manner that will result in a violation of Sanctions against any Person (including a Person participating in the Issue, whether as advisor, investor, underwriter or otherwise).

- 3.1.40 The operations of the Issuer are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements and applicable anti-money laundering statutes of jurisdictions where the Issuer conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body, or any arbitrator involving the Issuer with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Issuer, threatened.

- 3.1.41 The Issuer represents and undertakes that neither (a) the Issuer and its Promoters, directors and Affiliates, nor (b) the companies with which any of the Affiliates, Promoters and directors of the Company are or were associated as a promoter, director or person in control, are debarred or prohibited from accessing the capital markets under any order or direction passed by the SEBI or any other regulatory or administrative authority or agency or have proceedings alleging violations of securities laws initiated or pending against them by such authorities or agencies.

- 3.1.42 The Issuer represents and undertakes that (a) the issuer or any of its promoters or directors are not a wilful defaulter and (b) any of its promoters or directors are not a fugitive economic offender.

4. UNDERTAKINGS BY THE ISSUER; SUPPLY OF INFORMATION AND DOCUMENTS

- 4.1 All necessary information shall be made available to the Book Running Lead Manager and under no circumstances; the Issuer shall give nor withhold any information which is likely to mislead the investors. The Issuer undertakes to furnish complete audited annual reports, other relevant

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documents, papers, information relating to pending litigations, etc. to enable the Book Running Lead Manager to corroborate the information and statements given in the offer document.

- 4.2 The Issuer accepts full responsibilities to update the information provided earlier and duly communicate to Book Running Lead Manager in cases of all changes in materiality of the same subsequent to the submission of the Offer Documents to Stock Exchange(s) but prior to opening date of Issue.
- 4.3 The Issuer accepts full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have the bearing on the Issue.
- 4.4 The Issuer shall, if so required, extend such facilities as may be called for by the Book Running Lead Manager to enable them to visit the plant site, office of the Issuer or such other places to ascertain for themselves the state of affairs of the Issuer including the progress made in respect of the project implementation, status and other facts relevant to the Issue.
- 4.5 The Issuer shall extend all necessary facilities to the Book Running Lead Manager to interact on any matter relevant to the Issue with the solicitors / legal advisors, auditors, consultants, advisors to the Issue, financial institutions, banks or any other organization and any other intermediary associated with the Issue in any capacity whatsoever.
- 4.6 The Issuer shall ensure that all advertisements prepared and released by the advertising agency or otherwise in connection with the Issue conform to the Securities and Exchange Board of India SEBI (ICDR) Regulations and the instructions given by the Book Running Lead Manager from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate, product and issue advertisements of the Issuer, The interviews by its promoters, directors, duly authorized employees or representatives of the Issuer, documentaries about the Issuer or its promoters, periodical reports and press releases issued by the Issuer or research report made by the Issuer, any intermediary concerned with the issue or their associates or at any press, stock brokers' or investors' conferences, shall also conform to these regulations.
- 4.7 The Issuer shall not, without the prior consent of the Book Running Lead Manager, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Issue such as advertising agencies, printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates / debenture certificates, refund orders or any other instruments, circulars, or advices.
- 4.8 The Issuer shall, whenever required and wherever applicable, in consultation with the Book Running Lead Manager, enter into an agreement with the intermediaries associated with the

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Issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the Book Running Lead Manager.

- 4.9 The Issuer shall take such steps as are necessary to ensure completion of allotment and dispatch of letters of allotment/credit to demat accounts and refund orders/unblocking of funds to the Applicants including non-resident Indians soon after the basis of allotment is approved by designated stock exchanges but not later than the specified time limit and in the event of failure to do so, pay interest to the Applicants as provided under the Companies Act, 2013 as disclosed in the offer document.
- 4.10 The Issuer shall take steps to pay the Book Running Lead Manager fees, underwriting commission, brokerage to the underwriters, stock brokers, SCSBs, registered intermediaries, Newspaper Agency, Printers, Exchange Fees, Depository Fees, Peer Review Auditor and other intermediaries related to the Issue within the time specified in the agreement with such intermediaries or within a reasonable time
- 4.11 The Issuer undertakes to furnish such information and particulars regarding the issue as may be required by the Book Running Lead Manager to enable them to file a report with the Stock Exchange/Board in respect of the Issue or place it on their websites.
- 4.12 The Issuer shall keep the Book Running Lead Manager informed if it encounters any problems due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of certificate, demat credit, making refunds/ unblocking of funds, share/debenture certificates etc.
- 4.13 The Issuer shall not resort to any legal proceedings in respect of any matter having a bearing on the issue except in consultation with and after receipt of advice from the Book Running Lead Manager.
- 4.14 The Issuer shall, in consultation with the BRLM, file the Offer Documents with the Stock Exchange, SEBI and Registrar of Companies and declare the Issue Opening Date.
- 4.15 The BRLM shall have the right:
- To call for complete details from the promoters of all firms in which the Issuer and their promoters / directors are connected in any way.
 - To call for any reports, documents, papers, information etc., necessary from the Issuer to enable it to certify that the statements made in the Issue are true and correct.

For SALARINDIA LOGISTICS LIMITED

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- c. To withhold submission of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to Stock Exchange in case any of the particulars, information, etc., called for is not made available by the Company.

4.16 The services rendered by the BRLM are on best efforts basis and in an advisory capacity. The BRLM shall not be held responsible for any acts or omissions by the Company:

4.17 Any action in connection with the Issue on behalf of or by the Issuer shall be subject to prior consultation of the BRLM.

4.18 The Issuer shall, in mutual consultation, agree and abide by the advice of the BRLM to suitably defer / postpone the Issue in the event of any happenings which in the opinion of the BRLM would tend to paralyze or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Issue.

4.19 The BRLM shall have the right to withdraw from the Issue at any stage of the Issue if it is felt that it is against the interest of the investors i.e., if BRLM finds non-compliance of SEBI (ICDR) Regulations and any other major violations of any applicable laws by the Issuer and the Issuer related entities.

4.20 The Issuer shall not access the moneys raised in the issue till finalization of the basis of allotment or completion of issue formalities.

4.21 The Issuer shall refund/unblock the moneys raised in the issue to the applicants, if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The Issuer shall pay requisite interest amount if so required under the laws or direction or order of the Board.

4.22 In the event of breach of conditions mentioned above, the BRLM shall have the absolute right to take such action as it may in the opinion determine including but not limited to withdrawing from the Issue management. In such an event the Issuer will be required to reimburse all costs and expenses incurred as determined by the BRLM and also such fees for services rendered till such date of withdrawal, as may be determined by the BRLM.

4.23 All information provided by the Issuer would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the Offer Documents to conform to SEBI (ICDR) Regulations.

4.24 The Book Running Lead Manager shall rely on documents in originals or copies, certified or otherwise, of such documents, corporate records, certificates from public officials and other

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instruments as would be provided by the Issuer. The BRLM shall not independently verify and shall assume the genuineness of all signatures, the authenticity of all documents and records submitted to them as originals and the conformity with the originals of all documents and records submitted to them as copies thereof.

4.25 The Book Running Lead Manager may rely on the Certifications or Undertakings provided by the Management of the Company, Statutory Auditors, Peer Review Auditor, Legal Advisor to the Issue and other Advisors/Consultants if any, for various disclosures in the Offer Document.

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

5. INDEMNITY

5.1 The Company agrees to indemnify and hold harmless the Book Running Lead Manager, its Affiliates, its directors, officers, employees and agents and each person who Controls the Book Running Lead Manager as follows:

5.1.1 against any and all loss, liability, claim, damage, costs, charge and expense, including without limitation, any legal or other expenses reasonably incurred in connection with investigating, defending, disputing or preparing such claim or action, whatsoever, as incurred, arising out of or based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any of the Offer Documents (or any amendment or supplement thereto) or the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (ii) any breach of the representations, warranties or covenants contained in this Agreement;

5.1.2 against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body commenced, or of any claim whatsoever arising out of or based upon (i) any such untrue statement or omission or any such alleged untrue statement or omission; provided that any such settlement is effected with the written consent of the Issuer; or (ii) any breach of the representations, warranties or covenants contained in this Agreement; provided that any such settlement is effected with the written consent of the Issuer; and

5.1.3 against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by the Book Running Lead Manager as the case may be), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever arising out of or based upon (i) any such untrue

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statement or omission or any such alleged untrue statement or omission; to the extent that any such expense is not paid under 5.1.1 or 5.1.2 hereof; or (ii) any breach of the representations, warranties or covenants contained in this Agreement; to the extent that any such expense is not paid under 5.1.1 or 5.1.2 hereof; provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by the Book Running Lead Manager expressly for use in the Offer Documents (or any amendment thereto). The Company acknowledges that the legal name, SEBI registration number, registered office address and contact details of the Book Running Lead Manager and details regarding its net worth constitutes the only information furnished in writing to the Company by the Lead Manager expressly for use in the Offer Documents. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

- 5.2 In case any proceeding (including any governmental or regulatory investigation) is instituted involving any person in respect of which indemnity is sought pursuant to clauses 5.1 hereof, such person (the "Indemnified Party") shall promptly notify the person against whom such indemnity may be sought (the "Indemnifying Party") in writing (provided that the failure to notify the Indemnifying Party shall not relieve it from any liability that it may have under this clause 5 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defences) by such failure; and provided further that the failure to notify the Indemnifying Party shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under this clause 5.2) and the Indemnifying Party, upon request of the Indemnified Party, shall retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party and any others the Indemnified Party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed in writing to the retention of such counsel; (ii) the Indemnifying Party has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defences available to it that are different from or in addition to those available to the Indemnifying Party; or (iv) the named parties to any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such Indemnified Parties and that all such fees and expenses shall be reimbursed as they are

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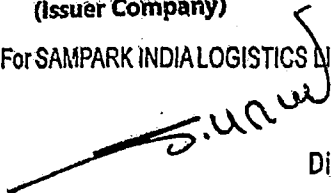
FINSHORE MANAGEMENT SERVICES LIMITED

Director

IN WITNESS WHEREOF, the Parties have entered this agreement on the date mentioned above.

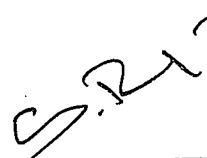
For and on behalf of
Sampark India Logistics Limited
(Issuer Company)

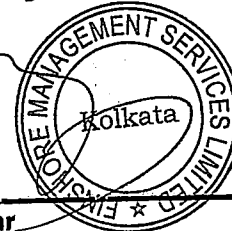
For SAMPARK INDIA LOGISTICS LIMITED


Director

Mr. Sanjay Kumar Rathi
(Managing Director)


For and on behalf of
Finshore Management Services Limited
(Book Running Lead Manager)


Mr. S Ramakrishna Iyengar
(Director)



Witness from Issuer side:

Name: Neetu Tiwari
Address: - Shrawit Vikar
Sec-30 Faridabad

Signature: 

Witness from BRLM side:

Name: Kushnoor Armai
Address: 37, Topsia Road
Kolkata 700039

Signature: 