

தமிழ்நாடு தமில்நாடு TAMILNADU

Samay Project Services Limited

24/08/2024

AV 130699  
Mrs. K. NIRANJANA  
STAMP VENDOR  
L.C. No. 13075 Dt 6-6-  
W No.5, SINGANMA STREET, CHENNAI 61  
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THIS STAMP PAPER FORMS AN INTEGRAL PART OF AN ISSUER AGREEMENT BETWEEN SAMAY PROJECT SERVICES LIMITED ("THE COMPANY" OR "THE ISSUER" OR "SAMAY PROJECT") AND SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED ("BOOK RUNNING LEAD MANAGER" OR "BRLM" OR "SHCAPL")



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Samay Project Services Limited

EF 217891  
Mrs. K. NIRANJANA  
STAMP VENDOR  
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NEW No. 5, SINGANNA STREET, CHENNAI 600  
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**ISSUE AGREEMENT BETWEEN THE BOOK RUNNING LEAD MANAGER TO THE ISSUE AND THE COMPANY**

**THIS MEMORANDUM OF UNDERSTANDING MADE ON SEPTEMBER 16, 2024 BETWEEN:**

**Samay Project Services Limited** (Formerly known as *Samay Project Services Private Limited*) (CIN: U74210TN2001PLC048005), a Company incorporated under the Companies Act, 1956 and having its Registered Office at Plot No.1218, 17th Street, West End Colony, Mogappair, Thiruvallur, Chennai, Tamil Nadu-600050, India. (Hereinafter referred to as **“the Company”** or **“Issuer”** or **“Samay Project”**) 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

**Smart Horizon Capital Advisors Private Limited** (Formerly known as *Shreni Capital Advisors Private Limited*), a Company registered under the Companies Act, 2013, and having its Registered Office at 908, B Wing, The Western Edge II, Kanakia Space, Behind Metro Mall, Magathane, Mumbai, Borivali East, Maharashtra, India, 400066, (hereinafter referred to as **“Book Running Lead Manager”** or **“BRLM”** or **“SHCAPL”** 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**.





In this Agreement, the Company and the Book Running Lead Manager are collectively referred to as **“Parties”** and individually as **“Party”**.

**WHEREAS:**

- A. The Company is proposing to an initial public offer of equity shares of Rs. 10.00/- each (the **“Equity Shares”**) of the Company comprising a fresh issue of up to 43,20,000 Equity Shares by the Company (the **“Fresh Issue”**) in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company in consultation with the Book Running Lead Manager in accordance with the Book Building Process under the SEBI ICDR Regulations, as amended from time to time at a price as may be disclosed in Prospectus filed with ROC being (the **“Issue Price”**). The Issue will be made (i) within India to Indian institutional including QIBs, Anchor Investors, non-institutional and retail investors in reliance on Regulation S under the United States Securities Act of 1933, and (ii) outside the United States and India, in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law.
- B. The Company have approached the BRLM to manage the Issue and the BRLM have accepted the engagement, inter-alia, subject to the Company entering into a Memorandum of Understanding for the purpose being these present: -

**NOW, THEREFORE**, the Company and the BRLM do hereby agree as follows: -

1. The Issue would be Lead Managed by Smart Horizon Capital Advisors Private Limited.
2. Any change by way of addition to and deletion from the Issue Management team may be affected in prior consultation with the BRLM.

<p>For Samay Project Services Limited (Formerly known as <i>Samay Project Services Private Limited</i>)</p> <p></p> <p>Authorised Signatory</p> <p style="text-align: center;"></p>	<p>For Smart Horizon Capital Advisors Private Limited (Formerly known as <i>Shreni Capital Advisors Private Limited</i>)</p> <p></p> <p>Authorised Signatory</p> <p style="text-align: center;"></p>
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The Company hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as “the Board”) and other relevant statutes to enable it to make the Issue. The Company also undertakes to comply with the following requirements as and where applicable before opening of the Subscription List:

- a. Approval of lenders regarding the Issue.
  - b. Necessary Clearances from Government / Statutory Bodies / Municipal Authorities regarding the Project.
3. The present Issue has been authorized pursuant to a resolution of our Board dated August 12, 2024 and by Special Resolution passed under Section 62(1)(c) of the Companies Act, 2013 at an Extra-Ordinary General Meeting of our shareholders held on August 13, 2024.
  4. The Company undertakes and declare that any information made available to the BRLM or any statement made in the Draft Red Herring Prospectus / Red Herring Prospectus / Prospectus (collectively referred to as “**Offer Documents**”) shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.
  5. The Company also undertakes to furnish complete audited report(s) (in case of a corporate body), other relevant documents, papers, information relating to pending litigations, etc., to enable the BRLM to corroborate the information and statements given in the Offer Documents.
  6. The Company accepts full responsibilities to update the information provided earlier and duly communicate to the BRLM in cases of all changes in materiality of the same subsequent to submission of the offer document to SEBI but prior to opening date of Issue.
  7. The Company accepts full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Issue.
  8. The Company shall, if so required, extend such facilities as may be called for by the BRLM to enable it to visit the plant site, office of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company including the progress made in respect of the project implementation, status and other facts relevant to the Issue.
  9. The Company shall extend all necessary facilities to the BRLM to interact on any matter relevant to the Issue with the solicitors/legal advisors, auditors, co-managers, consultants, advisors to the Issue, the financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the Issue in any capacity whatsoever.
  10. The Company shall ensure that all advertisements prepared and released by the Advertising Agency or otherwise in connection with the Issue confirm to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the BRLM from time to time and that they shall not make any misleading or incorrect statements in any public communication or publicity material including corporate, product and Issue advertisements of the Company, interviews by its promoters, Directors, duly authorised employees, representatives of the Company, documentaries about the Company or its Promoters, periodical reports and press releases issued by the Company or research report made by the Company, any intermediary concerned with the Issue or their associates or at any press, brokers’ or investors’ conferences.

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11. The Company shall not, without prior approval of the BRLM, 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/ unblocking of funds or other instruments, circulars or advices.
12. The Company shall, whenever required and wherever applicable, in consultation with the BRLM, enter into an agreement with the concerned intermediary associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the BRLM.
13. The Company shall take such steps as are necessary to ensure the completion of allotment and despatch of letters of allotment and refund orders/ unblocking of funds to the applicants including Non-Residents Indians soon after the basis of allotment is approved by the 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, 1956 and 2013 as disclosed in the Offer Document.
14. The Company shall take steps to pay the underwriting commission and brokerage to the underwriters and stock brokers, etc., within the time specified in any agreement with such underwriters, stock brokers, etc. or within a reasonable time.
15. The Company undertakes to furnish such information and particulars regarding the Issue as may be required by the BRLM to enable them to file a report with SEBI in respect of the Issue.
16. The Company shall keep the BRLM informed if it encounters any problem due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Company from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of Refund Orders/ Unblocking of Funds, Share Certificates, Debenture Certificates, Demat Credit, etc.
17. The Company shall not resort to any legal proceedings in respect of any matter having a bearing on the Issue except in consultation with and after receipt of advice from the BRLM.
18. The Company shall, in consultation with the BRLM, file the Offer Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Issue Opening Date.
19. The BRLM shall have the right:
  - ⇒ To call for complete details from the promoters of all firms in which the Company and their promoters / directors are connected in any way.
  - ⇒ To call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Issue are true and correct.
  - ⇒ To withhold submission of the Draft Offer Document / Offer Document to SEBI in case any of the particulars, information, etc., called for is not made available by the company.
20. 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.
21. Any action in connection with the Issue, on behalf of or by the Company, shall be subject to prior consultation of the BRLM.

<p><b>For Samay Project Services Limited</b> (Formerly known as Samay Project Services Private Limited)</p> <p><i>[Handwritten Signature]</i></p> <p>Authorised Signatory</p> 	<p><b>For Smart Horizon Capital Advisors Private Limited</b> (Formerly known as Shreni Capital Advisors Private Limited)</p> <p><i>[Handwritten Signature]</i></p> <p>Authorised Signatory</p> 
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22. The Company hereby indemnify and keep indemnified the BRLM, at all times from any claim or demand arising out of or in connection with or in relation to the Issue and holds the BRLM harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.
23. The Company 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 paralyse or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Issue.
24. The BRLM shall have the right to withdraw from the Issue if it is felt that it is against the interest of the investors. i.e., if the BRLM finds non-compliances of SEBI (ICDR) Regulations, 2018 and any other major violations of the Laws of the Land by the Company and Company related entities
25. The Company shall not access the moneys raised in the Issue till finalisation of basis of allotment or completion of Issue formalities.
26. The Company shall refund / unblocking of 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 Company and shall pay requisite interest amount if so, required under the laws or direction of order of the Board.
27. Further, a separate agreement for syndication/underwriting shall be executed at later stage.
28. **Time Frame:** The assignment is expected to be completed in the shortest/quickest possible time. However, it is to be distinctly understood that the pace of the progress of the transaction would depend on the time taken for statutory clearances and the flow of information from the Company / Promoters and top management.
29. **Payment:** For Services rendered, the Company shall pay to BRLM fees as per the mandate dated September 11, 2024.

Merchant banking fees would be **Rs.90.00 Lakhs** which is inclusive of merchant banking fees, legal expenses, printing of prospectus, Regulatory fees payable to Registrar, peer review restatement fees, secretarial audit fees, processing fees for depositories, initial Exchange processing fees, Mandatory public advertisement, public issue banker charges, stock exchange bidding software fees.

Our bill of out-of-pocket expenses would be submitted for payment on the completion of an independent stage of the assignment (not exceeding Rs. 90,000/-). Market making charges will be Rs 5.00 lakhs per annum.

Underwriting / Advisory fees to be Rs. 1,46,30,000 of Fund raised.


All other expenses such Publicity, selling commission and other Miscellaneous Expenses would be borne directly by the Company on actual basis.

*Note: Selling Commission shall vary depending upon the segment to which the Company belongs as well as the financials of the Company and shall be decided before the Opening of the Issue.*

The schedule of disbursements is as mentioned below:

Sr. No.	Merchant Banking Fees	Amount (Rs. in Lakhs)
1.	On signing of Mandate	7.50
2.	On appointment of intermediaries (within 2 months of mandate signing)	7.50
2.	On DRHP Filing with stock exchange	5.00
3.	On approval from stock exchange	7.50

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Sr. No.	Merchant Banking Fees	Amount (Rs. in Lakhs)
4.	On closure of IPO	Remaining amount

The above fees are exclusive of prevailing Goods and Service Tax ("GST"). All RoC and out-of-pocket expenses to be incurred in connection with the aforesaid scope of services, which shall, inter-alia, include travel (foreign and domestic), lodging/ boarding expenses, photocopying, communication expenses, etc. shall be borne by the Company. Any expenses of more than Rs. 90,000 shall be incurred with the prior approval of the Company. For re-imbusement of expenses, BRLM shall submit respective original bills to the Company.

The fees shall be paid within ten (10) days from the date of raising of the bill. The above fees shall however be reviewed after July 2025, in case there is delay in IPO Launch. For any further services required by your esteemed organization, we may review the fees in consultation with you. At any time if the assignment is withdrawn at the behest of the Company/Group, we shall be entitled to 100% of the fees due at immediate subsequent stage.

30. **Termination Clause:** The engagement shall be valid for a period of five years from the date of signing of the Issue Agreement and may be extended for a further period as decided between the parties.

Notwithstanding the above, the Issue Agreement shall terminate on the occurrence of any of the following:

- Mutual Consent between our Company & BRLM; or
- By BRLM upon giving 2 months written notice thereof to the other party; or
- By Completion of the Transaction;

In case of expiry of Issue Agreement or in case the Company terminates this Issue Agreement, the amount incurred by BRLM upto the date of termination of Issue Agreement will only be considered valid. Notwithstanding the above, if the Company does not proceed with the IPO, entire remaining fees (payable on closure of IPO) shall be payable to BRLM within 15 days from such communication.

**GST & other taxes shall be payable extra in addition to above fees as applicable at the time of payment.**

The fees shall become due and payable as soon as the above event is completed. At no stage would any of the fees be refunded or become refundable, even if the assignment is not completed for any reason whatsoever. Payments (be it fees, out-of-pocket expenses or any other amount whatsoever) after 15 days from the date of bill / due date shall attract penal charges @ 15% p.a. till the date of settlement.

In the event of breach of any of the conditions mentioned above, the BRLM shall have the absolute right to take such action as it may in its opinion determine including but not limited to withdrawing from the Issue Management. In such an event the Company will be required to reimburse all costs and expenses incurred till such date and also entire remaining fees shall be payable to BRLM within 15 days.

If any dispute or difference shall arise between the parties to this agreement as to the interpretation of this agreement or any covenants or conditions thereof or as to the rights, Duties or liabilities of any parties hereunder or as to any act, matter or thing arising out of or under this agreement (even though the agreement may have been terminated) and the same shall be referred to a mutually agreed arbitrator who shall proceed as per Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration shall be Mumbai and the language to be used in the arbitral proceedings shall be English / Hindi.

<p>For Samay Project Services Limited (Formerly known as Samay Project Services Private Limited)</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>	<p>For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
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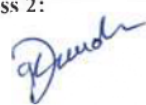
31. **Confidentiality:** All information provided by the Company would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the Offer Document to confirm to SEBI Regulations.

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

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

<p>For Samay Project Services Limited (Formerly known as Samay Project Services Private Limited)</p> <p></p> <p>Authorised Signatory</p> <p></p>	<p>For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)</p> <p></p> <p>Authorised Signatory</p> <p></p>
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Witness:

<p>Witness 1:</p> <p> K-ULAGANATHAN 18A LAKSHMI NAGAR I ST. GUDVACHERRY - 603 20 2</p>	<p>Witness 2:</p> <p></p>
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