## Form PAS 4

[See Rule 14(3)]

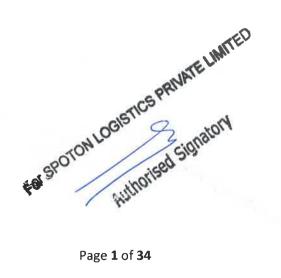
#### Part - A

## PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

The Private Placement Offer cum Application Letter shall contain the following

# 1. General Information

| Name, Address, Website, if any, and other contact details of the company indicating both registered office and corporate office | Reg: Office – Opp. SEZ Naman Industrial Estate ATPO Matoda, Village Matoda, Taluka Sanand, Survey No. 520/1 and 520/2, Ahmedabad Gujarat, India 382213  Corporate Office: Thanavan Building # 23/24, Infantry Road, (next to Vijaya Bank) Bangalore – 560001, Karnataka India – 560001  www.Spoton.co.in |
|---|--|
| Date of incorporation of the company  | 17/11/2011   |
| Business carried on by the company and its subsidiaries with the details of branches or units, if any                           | Main business is logistics – road and air. The business of subsidiary of company is third party logistics.  The complete list of hubs/branches/units is  |
|   | given in Annexure A  |



Brief Particulars of Management of the As per the Companies Act 2013 and the company provisions of Articles of Association, the company shall have minimum 2 directors and maximum 15 directors. At present, the following are the Directors of the company: 1. ABHIK KUMAR MITRA 2. PERUMAL RAMAMURTHY SRINIVASAN GAUTAM GODE 4. DEVINJIT SINGH 5. ABHISHEK RAJENDRAKUMAR KABRA The relevant details regarding the directors is given in Annexure B Names, address, Director Identification Number Please refer Annexure B and Occupation of directors Management's perception of risk factors **Business:** The company is in the business of Express Logistics and Supply chain solutions. Express logistics is heavily reliant on overall GDP growth and health if the economy. Negative impact on the overall economy is a risk for rate of growth of express logistics. Supply chain solutions include warehousing services. Management of Damages and shortages is the responsibility of the service provider and is a risk if not managed effectively. Disruptions to our business can also come from external factors like natural calamities. Pandemic etc. Management and Compliance: The company has established and operates several measures to address business and economic risks. Regulations like eWaybill and other such requirements have to be complied with and non-compliance is a potential business risk. To address this, the Company has significantly automated compliance to these requirements, thereby reducing potential for manual errors.

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|   | In addition, the Company includes its vendor partners in various training programs to ensure that all entities involved in the service provision are alert to various risk factors and can react appropriately.  The Company also has a robust customer relationship management program to retain and grow wallet share to offset any negative impacts of external growth risks. |
|---|--|
| Details of default, if any, including therein the                             | Nil  |
| amount involved, duration of default and                                      | Nii  |
| present status, in repayment of   |  |
| present status, in repayment of   |  |
| - Statutory dues  |  |
| - Debentures and interest thereon   |  |
| - Depositsand interest thereon  |  |
| - Loan from any bank of financial   |  |
| institutions and interest thereon   |  |
| maticulons and interest thereon   |  |
| Name, designation, address and phone number, email id of the nodal/compliance | Mr. KrishnaChandrasekar<br>Chief Financial Officer   |
| officer of the company, if any, for the private                               | C/o Spoton Logistics Private Limited   |
| placement offer process   | Thanavan Building # 23/24, Infantry Road, (next  |
| process process   | to Vijaya Bank) Bangalore – 560001, Karnataka  |
|   | India – 560001   |
|   | Email: krishna.chandrasekar@spoton.co.in   |
|   | Ph: 09845192914  |
|   |  |
| Any default in annual filing of the company                                   | Nil  |
| under the Companies Act 2013 or the rules                                     |  |
| made thereunder   |  |
| Particulars of offer  |  |
|   | ,  |
| Financial Position of the Company for the last 3                              | Full set of financial statements including Audit   |
| financial years   | report is given in Annexure D  |
| Date of passing of Board Resolutions  | 23 <sup>rd</sup> December 2020   |
| Date of passing of resolution in the general                                  | 23 <sup>rd</sup> December 2020   |
| meeting, authorizing the offer of securities                                  |  |
| Kind of securities offered (i.e. whether share or                             | Senior, Secured, Unrated, Unlisted,  |
| debenture) and class of security; the total                                   | Redeemable, Non-Convertible Debentures   |
| number of shares or other securities to be                                    | to the extent of Rs. 1,25,00,00,000/- (rupees  |
| issued  |  |
| Dring at which the accounts is being affected                                 | one hundred and twenty five crore only)  The Debentures are being offered at face value  |
| Price at which the security is being offered                                  | of Rs. 10,00,000/- (Rupees Ten Lakhs Only) per   |
| including the premium, if any, along with the                                 | Debenture (Rupees Tell Lakits Only) per  |
| justification of the price.   | Dependie   |

|  | The Issue shall be subscribed at a discount of 1.25% on face value of the Debentures   |
|--|--|
| Name and address of the valuer who preformed valuation of the security offered, and basis on which the price has been arrived at along with respect of the registered valuer                                     | Not applicable as the securities are Non convertible debentures.   |
| Relevant date with reference to which the price has been arrived at.   | Not applicable as the securities are Non convertible debentures.   |
| [Relevant Date means a date at least thirty days prior to the date on which the general meeting of the company is scheduled to be held   |  |
| The class or classes of persons to whom the allotment is proposed to be made.  | (a) scheduled commercial banks; (b) financial institutions which are companies; (c) asset management companies; (d) insurance companies; (e) mutual funds; (f) companies or body corporates authorized to invest in debentures; and (any other investor(s) authorised to invest in these Debentures, subject to the compliance with the relevant regulations/guidelines applicable to them for investing in this Issue |
| Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) (not required in case of issue of non convertible debentures) | The promoters, directors or key managerial personnel do not intend to subscribe to the offer.  |
| The proposed time within which the allotment shall be completed  | Allotment shall be completed on the same day as the date of disbursement of funds from subscribers to Escrow account opened for this purpose.  |
| The names of the proposed allottees and the percentage of post private placement capital that may be held by them [not required in case of issue of non-convertible debenture]                                   | Not applicable   |
| The change in control, if any, in the company that would occur consequent to the private placement   | Nil.   |
| The number of persons to whom allotment on preferential basis/private placement (rights issue has already been made during the year, in terms of number of securities as well as price                           | During the year the company has allotted equity shares on rights basis. The details of which are given in Annexure E.  |

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sharper of securities as well as price

| The justification for the allotment proposed to<br>be made for consideration other than cash<br>together with valuation report of the registered<br>valuer | Not Applicable.  |   |
|--|--|---|
| Amount which the company intends to raised by way of proposed offer of securities.   | Upto INR 125 crore (Ru<br>Twenty Five Crore Only   |   |
| Terms of raising of securities, duration, if applicable, rate of dividend or rate of interest, mode of payment and repayment                               | Duration / Tenor   | 72 months from the first Debenture Allotment Date   |
|  | Rate of Interest   | 13% (thirteen percent) per annum, compounded on a monthly basis   |
|  | Mode of Payment  | RTGS/ NEFT/ any<br>other electronic<br>mode/ any other<br>permissible mode of<br>payment  |
|  | Mode of Repayment  | RTGS/ NEFT/ any other electronic mode/ any other permissible mode of payment  |
| Proposed time schedule for which the private placement offer cum application letter is valid   | 7 months from the date   |   |
| Purposes and objects of the offer  | by the Issuer solely tow  a) Refinancing the availed by the Capital and Ho (now held by Limited pursual said loan in its and Housing Fin | ne outstanding facility be Issuer from Piramal busing Finance Limited PHL Fininvest Private int to the transfer of the favor by Piramal Capital hance Limited) expenses and other |
| Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects                             | Nil  |   |
| Principle terms of assets charged as security, if applicable   | the tangible fixed ass   | pari passu charge on sets of the Company, d future, excluding the arge Ron the current  |

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assets of the Company, both present and future:

- a second ranking charge on the **Excluded Assets:**
- pledge over the shares of the (d) Company in the following manner:
- the (i) pledge over entire shareholding held by Samara Capital Partners Fund II Limited("Samara Capital"), in the Company, from time to time;
- the (ii) pledge over entire shareholding held by Samara Alternate Investment Fund ("Samara AIF"), in the Company, from time to time;
- (iii) pledge over the entire shareholding held by Xponentia Fund Partners LLP ("Xponentia LLP")in the Company, from time to time;
- (iv) а pledge over the entire shareholding held byXponentia Opportunities Fund ("Xponentia Opportunities"), in the Company, from time to time;
- A non-disposal undertaking over the (e) entire shareholding held by Virginia Tech Foundation, Inc. ("Virginia Tech") in the Company, from time to time;
- A non-disposal undertaking over the entire shareholding held by Samara Capital in the Company, from time to time;
- A non -disposal undertaking over the (g) entire shares held by the Issuer in in RAAG Technologies and Services Rrivate Limited ("RTS"), which as on date is 65% (sixty five percent), until the Final Redemption Date.

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|   | (h) a first ranking exclusive charge on the Designated Account and any subaccounts (or any account in substitution thereof) that may be opened in accordance with the Debenture Trust Deed and the Escrow Agreement, and all amounts standing to the credit of each of the above bank accounts, including the DSR Amount, whether now or in the future; |
|---|---|
| The details of significant and material orders passed by the regulators, courts and Tribunals impacting the going concern status of the company and its future operations | Nil   |

The pre-issue and post issue shareholding pattern of the company in the following format:-

| Sl. No. | Category                       | Pre-issue (No | o. of shares | Post-issue (N | o. of shares |
|---------|--------------------------------|---------------|--------------|---------------|--------------|
|         |                                | held and % o  | f            | held and % o  | f            |
|         |                                | shareholding  | :)           | shareholding  | )            |
| Α       | Promoter's holding             |               |              |               |              |
| 1       | Indian                         |               |              |               |              |
|         | Individual                     | Nil           | Nil          | Nil           | Nil          |
|         | Bodies Corporate               | 8,202,207     | 41.37        | 8,202,207     | 41.37        |
|         | Sub-total                      | 8,202,207     | 41.37        | 8,202,207     | 41.37        |
| 2       | Foreign Promoters              | 66,66,962     | 33.63        | 66,66,962     | 33.63        |
|         | Subtotal (A)                   | 1,48,69,169   | 75.00        | 1,48,69,169   | 75.00        |
| В       | Non – promoters holding        |               |              |               |              |
|         | Institutional investors        | Nil           | Nil          | Nil           | Nil          |
|         | Non institutional investors    | Nil           | Nil          | Nil           | Nil          |
|         | Private corporate bodies       | Nil           | Nil          | Nil           | Nil          |
|         | Directors and relatives        | Nil           | Nil          | Nil           | Nil          |
|         | Indian Public                  | Nil           | Nil          | Nil           | Nil          |
|         | Others [including non-resident | 49,56,389     | 25.00        | 49,56,389     | 25.00        |
|         | Indians]                       |               |              |               |              |
|         | Sub-total (B)                  | 49,56,389     | 25.00        | 49,56,389     | 25.00        |
|         | Grand Total                    | 1,98,25,558   | 100%         | 1,98,25,558   | 100%         |

# 3. Mode of payment for subscription: -

Other Banking Channels – Through Escrow Account

4. DISCLOSURE WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION, ETC.

i. Any financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons:

Nil

ii. Details of any litigation or legal action pending or taken by the Ministry or Department of the Government or a Statutory Authority against any promoter of the offeeree company during the last three years immediately preceding the year of the issue of private placement offer cum application letter and any direction issued by such Ministry of Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed:

Given in Annexure C

iii. Remuneration of Directors (during the current year and last three financial years)

Name of the Director drawing remuneration: Mr. Abhik Kumar Mitra, Managing Director

| Year    | Amount drawn as remuneration |
|---------|------------------------------|
| 2016-17 | Rs. 91,95,467/-              |
| 2017-18 | Rs.89,99,000/-               |
| 2018-19 | Rs. 12,15,90,379/-           |

Name of the Director drawing remuneration: Mr. KrishnaChandrasekhar, Director (till 23.08.2018)

| Year    | Amount drawn as remuneration |
|---------|------------------------------|
| 2016-17 | Rs.62,48,928/-               |
| 2017-18 | Rs.93,21,851/-               |
| 2018-19 | Nil                          |

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iv. Related party transactions during the last three financial years immediately preceding the year of issue of private placement offer cum application letter including with regard to loans made or guarantees given or securities provided;

| SI.<br>No. | Name of the related party                  | Nature of transaction                     | Amount     |
|------------|--|---|------------|
| 1          | Samara Capital Partners Fund II<br>Limited | Reimbursement of insurance expenses       | 4,403,017  |
| 2          | Samara Capital Partners Fund II<br>Limited | Payable towards reimbursement of expenses | 49,596,983 |

Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of issue of private placement offer cum application letter and of their impact on the financial statements and financial positions of the company and the corrective steps and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark:

Nil

vi. Details of any inquiry, inspections or investigations initiated or conducted under the companies Act 2013 or any previous company law in the last three years immediately preceding the year of issue of private placements offer cum application letter in thecase of company and all of its subsidiaries, and if there were any prosecution filed (whether pending or not), fines imposed, compounding of offences in the last three years immediately preceding the years of the private placement offer cum application letter and if so, section – wise details thereof for the company and all of its subsidiaries:

Nil

vii. Details of acts of materials frauds committed against the company in the last three years, if any, and if so, the action taken by the company:

Nil

#### 5. FINANCIAL POSITIONS OF THE COMPANY

| a. The c | apital structure of the company in the |  |
|----------|--|--|
| followin | ig manner in a tabular form            |  |
| (i)      | (A) The authorized, issued,            | Authorized Capital – Rs. 188,00,00,000/- divided |
|          | subscribed and paid up capital         | into 18,80,00,000 equity shares of Rs. 10/- each |
|          | (number of securities, description     | A. C. W.   |
|          | and aggregate nominal value)           | Edly .   |

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(B) size of the present offer

(C) paid up capital

- after the offer

- after conversion of convertible instruments (if applicable)

(D) share premium account (before and after the offer)

The details of the existing share capital of the issuer company in a tabular form indicating therein with regard to each allotment, date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration provided that the issuer company shall disclose the number and price at which each of the allotments were made in the last one year preceding the date of the private placement offer cum application letter separately indicating the allotments made for considerations other than cash and the details of the consideration in each case

- (b) profits of the company, before and after making provisions for tax, for the three financial years immediately preceding the date of issue of private placement offer cum application letter
- (c) dividends declared by the company in respect of the said three financial years interest coverage ratio for last 3 years (cash profit after tax plus interest paid/interest paid)
- (d) A summary of the financial position of the company as in the three audited balance sheets immediately preceding the date of issue of private placement offer cum application letter

Issued, Subscribed and paid up capital – Rs. 19,82,55,580/- divided into 1,98,25,558 equity shares of Rs.10/- each.

Upto INR 125 crore (Rupees One Hundred and Twenty Five Crore Only)

Rs. 19,82,55,580/- divided into 1,98,25,558 equity shares of Rs.10/- each.

Not Applicable as the security offered is Non Convertible Debentures.

The share premium account before the offer i.e. as on the date offer is Rs.95,14,28,026/-. As the securities are offered at face value, the share premium account would be the same after the offer.

The company has issued equity shares on rights basis in the last one year preceding the date of private placement offer cum application letter. The details of the same are given in Annexure E.

Full set of audited financial statements for the three financial years immediately preceding the date of issue of private placement offer cum application letter is given in Annexure D.

Nil

Full set of audited financial statements for the three financial years immediately preceding the date of issue of private placement offer cum application letter is given in Annexure D.Full set of audited

For Short ON LOGISTICS Production

(e) Audited Cash flow statement for the three years immediately preceding the date of issue of private placement offer cum application letter

financial statements for the three financial years immediately preceding the date of issue of private placement offer cum application letter is given in Annexure D.

No changes in accounting policies

(f) Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company.



#### PART B

## **FORMAT OF THE APPLICATION FORM**

| Registered Office: Survey   |   |   |
|---|---|---|
| Registered Office: Survey   | SPOTON LOGISTICS PRI                              |   |
|   | No.520/1 & 520/2, opposite SEZ Na                 | aman Ind Estat, ATPO Matoda, Village Matoda, Taluka   |
|   | Sanand, Ahmadabad, G                              | Gujarat -382213   |
|   | Tel: [•] Fax: [•] E                               | mail: [•]   |
| PRIVATE PLACEMENT OF UNLI   | STED, REDEEMABLE, UNRATED, SECURE                 | D, NON-CONVERTIBLE DEBENTURES   |
| inlisted fully redeemable rated secui<br>"Debentures") to be allotted. We bii | red non-convertible debentures of face value Rs   | provided in the PAS-4 dated   •  we apply for allotment to us of the   •  (Rupees   •  only) aggregating upto Rs.   •  (Rupees   •  only) Information Memorandum. We note that the Board of Directors is without assigning any reason whatsoever. |
| / We irrevocably note and acknowle  | edge the appointment of VISTRA ITCL (IN           | IDIA) LIMITED, as a Debenture Trustee and give my/our   |
| uthority and consent to the Debenti   | re Trustee for doing such acts and signing such   | documents to carry their duties in such capacity.   |
| agree and acknowledge that this ap<br>ave and except with your consent.       | plication form has been specifically delivered to | me and I cannot transfer and/or provide this form to any other person   |
| PLEASE READ THE INSTRUCTION   | ONS CAREFULLY BEFORE FILLING THIS                 | FORM)   |
| No of Debentures applied for (in wo   | rds) [•]  |   |
| No, of $Debentures$ applied for (iii  | n figures) [●]                                    |   |
| Amount (Rs.) (in words)   | [•]   |   |
| Amount (Rs.) (in figures)   | [•]   |   |
| Details of the Scheme   | [•]   |   |
| Payment<br>Details Bank Name: [●]   |   | <u>v</u>  |
| Cheque Number:  | [•]   |   |
| Date: [●]   |   |   |
| t par and should be crosse  |   | vate Limited" and should be current dated and payable k between first and second word)  |
| NAME OF THE SOLE / FIRST<br>APPLICANT:  |   |   |
| NAME OF THE SECOND<br>APPLICANT:  |   |   |
| NAME OF THE THIRD<br>APPLICANT:   |   | OTE INNTER  |

Contact Details of Sole/First Applicant

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| Fax No.  |                        |         |         |                |                |   |  | Te   | l No  |   |   |                      |                      |     |      |      |       |        |       |              |       |        | T   |
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| CITY   |                        |         | 1       |                |                |   |  |  |   |   |   | +                    | PI                   | N C | ODE  |      | 1     |        | П     | T            | Ť     |        | t   |
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| Bank Name & B IFSC Code: Account No: Type of Account MICR code:    | Franch:                |         |         |                |                |   |  | ********   | *********   |   |   | 1                    |                      |     |      |      |       |        |       |              |       |        | _   |
| DP-ID  |                        |         | USAGIIA |                | & 5            | SPOT<br>20/2,                               | Ack<br>TON LO<br>, oppo  | nowl<br>OGISTI<br>OSITE<br>mada  | edgm  | ent S<br>VATE<br>amar<br>Gujar          | Slip<br>E LIMI<br>n Ind<br>rat -38                | TED<br>Estat         | t, A                 |     |      | ntoc | la, \ | /illa  | ge N  | Лato         | •da,  | , Talı | ık  |
| OP-ID  |                        |         | USAGIIA | 20/1           | & 5<br>Sa      | spot<br>20/2,<br>anano                      | Ack<br>ON LO<br>, oppo<br>d, Ahi<br>Tel: [   | ogistrosite<br>mada  | edgm<br>ICS PRI<br>SEZ Na<br>bad, C                           | ent S<br>VATE<br>amar<br>Gujar<br>Emai  | Slip<br>E LIMI<br>In Ind<br>rat -38<br>I: [•]     | TED<br>Estat         | t, A <sup>-</sup>    | ГРС | ) Ma |      |       |        |       |              | oda,  | , Talı | ık  |
| Client ID  | Office: Sur            | rvey N  | Mo.5    | 20/1           | & 5<br>Sa      | SPOT<br>20/2,<br>anano<br>enior, se         | Ack<br>ON LO<br>, oppod, Ahr<br>Tel: [   | ogisti<br>osite<br>mada<br>•] Fax  | edgm<br>ICS PRI<br>SEZ N<br>bad, (                            | ent S<br>VATE<br>amar<br>Gujar<br>Emai  | Slip E LIMI In Ind Tat -38 I: [•]                 | TED<br>Estat<br>3221 | t, A <sup>-</sup> 3  | ГРС | ) Ma |      |       |        | g on  | [•]          |       |        | ık  |
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| DP Name DP-ID Client ID Registered ( Received Address              | Office: Sur            | rvey N  | Mo.5    | 20/1           | & 5 Si         | sport 20/2, anano                           | Ack ON LO, Opport Oppor | nowl<br>osite<br>mada<br>•] Fax<br>unrated   | edgm<br>ICS PRI<br>SEZ Na<br>bad, (<br>K: [•] [<br>I, unliste | ent S<br>VATE<br>amar<br>Gujar<br>Email | E LIMI n Ind rat -38 l: [•]  Amou Date            | TED<br>Estat<br>3221 | t, A <sup>-</sup> 3  | ГРС | ) Ma |      |       |        | g on  | [•]          |       |        | ıkı |
| Client ID  Registered (  | Office: Sur            | rvey N  | Mo.5    | 20/1 //s       | & 5<br>Si      | sport 20/2, anano                           | Ack ON LC, opport d, Ahl Tel: [ eccured, ebentur   | nowlead of the control of the contro | edgm<br>ICS PRI<br>SEZ Na<br>bad, (<br>K: [•] [<br>I, unliste | ent S  VATE amai  Gujar  Email  d, rede | E LIMI n Ind rat -38 l: [•]  Amou Date            | TED<br>Estat<br>3221 | t, A <sup>*</sup> .3 | ГРС | ) Ma |      | es ma | aturin | g on  | [•]<br>Signa |       |        |     |
| Client ID  Client ID  Registered (  Received  Address  GNATORIES ( | from City              | Piu Piu | Mo.5    | 20/1 20/1 APPI | & 5<br>Si      | SPOT 20/2, anano                            | Ack ON LO ON DO ON   | nowlead of the control of the contro | edgm<br>ICS PRI<br>SEZ Na<br>bad, (<br>K: [•] [<br>I, unliste | ent S  VATE amai  Gujar  Email  d, rede | E LIMI n Ind n Ind rat -38 l: [•]  Amou Date Amou | TED<br>Estat<br>3221 | t, A <sup>*</sup> .3 | ГРС | ) Ma |      | es ma | aturin | g on  | [•]<br>Signa | ature |        |     |
| Client ID  Registered (  | from  City  TO BE SIGN | Piu Piu | Mo.5    | 20/1 20/1 APPI | & 5<br>Si      | SPOT 20/2, anano                            | Ack ON LO ON DO ON   | nowlead of the control of the contro | edgm<br>ICS PRI<br>SEZ Na<br>bad, (<br>K: [•] [<br>I, unliste | ent S  VATE amai  Gujar  Email  d, rede | E LIMI n Ind n Ind rat -38 l: [•]  Amou Date Amou | TED<br>Estat<br>3221 | t, A <sup>*</sup> .3 | ГРС | ) Ma |      | es ma | aturin | g on  | [•]<br>Signa | ature |        |     |

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Place:

Date:

Page 14 of 34 For SPOTON LOCKS TICS PRIVATE LIMITED

#### INSTRUCTIONS FOR APPLICATIONS

"Applicants are advised to read the PAS-4 dated [•] carefully in order to satisfy themselves before making an application for subscription. For a copy of the PAS-4, the applicant may request the Issuer company".

1. Application Form must be completed in BLOCK LETTERS IN ENGLISH. A blank space must be left between two or more parts of the name. For example

| А | В | С | D |  | w | х | Υ | z |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|---|---|---|--|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|---|---|---|---|--|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

- 2. Signatures should be made in English / Hindi. Signatures made in any other Indian language must be attested by an authorised official of a Bank or by a Magistrate / Notary Public under his / her official seal.
- 3. Applications can be made in single or joint names (not more than three); in case of joint names, all payments will be made out in favour the applicant whose name appears first in the application form; all notices, correspondence and communication will be addressed to the first applicant.
- 4. The payment can be made ONLY through demand draft or cheque or electronic transfer drawn or made payable in favour of Spoton Logistics Private Limited and should be crossed "account payee only".
- 5. Cash, Outstation Cheques, Money Orders or Postal Orders will NOT be accepted.
- 6. As a matter of precaution against possible frauds all interest and other payments shall only be made through RTGS or electronic funds transfer as per the terms provided in the Application Form. Cheques will only be issued and mailed to the address linked to the demat in case the bank details are wrongly mentioned in the form above. No interest shall be earned on any unpaid sums to the Debenture Holder if any sums have remained unpaid due to details of the account in which the funds have to be transferred not been available or being incorrect.
- 7. Income Tax as applicable will be deducted at source, as applicable, at the time of payment of any monies. Those who are eligible and desirous of claiming exemptions of tax under Income Tax Act, 1961 are required to submit form 15G or the relevant certificate issued by the Income-Tax Officer along with the Application Form.
- 8. The following documents (attested by Company Secretary / directors/ partner) must be lodged along with the application.
  - (a) Certificate of incorporation and Memorandum & Articles of Association/Trust deed etc.
  - (b) Resolution of the Board of Directors/trustees and identification of those who have authority to operate
  - (c) Power of attorney granted to transact business on behalf of the principal (if applicable)
  - (d) Any officially valid document to identify the trustees, settlers, beneficiaries and those holding Power of Attorney
  - (e) Resolution of the managing body of the foundation/association
  - (f) Certificate of registration
  - (g) Telephone Bill
  - (h) PAN (otherwise exemption certificate issued by IT authorities)
  - (i) Certified Copy of the registered instrument for the creation of such trust (applicable only to Trust and registered societies)
  - (j) DP ID, Client ID, DP name
  - (k) Form 15AA granting exemption from tax deductable at source on interest
  - (I) Form 15H for claiming exemption from tax deductable at source on interest on application money, if any (if applicable)
  - (m) Order under Section197 of the Income Tax Act, 1961 (if applicable)

....caule)

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- (n) Order under Section 10 of the Income Tax Act, 1961 (if applicable).
- 9. Please give the Complete Bank details like Bank Account Number, IFSC Code, Name of the Bank and Branch in the Column for Bank details.
- 10. The applications would be scrutinized and accepted as per the provisions of the terms and conditions of the Private Placement, and as prescribed under applicable statues / guidelines etc. The Company is entitled, at its sole and absolute discretion, to accept or reject any application, in part or in full, without assigning any reason whatsoever. An application form, which is not complete in any respect, is liable to be rejected.
- 11. All future communication should be addressed to the Registered Office of the Company addressed to the "Directors".
- 12. In case of applications made by mutual funds, only through an asset management company a separate application must be made in respect of each scheme of an Indian mutual fund registered with SEBI and such applications will not be treated as multiple applications, provided that the application made by the asset management company/ trustees/ custodian clearly indicate their intention as to the scheme for which the application has been made.
- 13. The attention of applicants is drawn to Section 38 (1) of the Companies Act, 2013 which is reproduced below:

Any person who:

- (a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for,
- (b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or
- (c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be punishable with imprisonment for a term which shall not be less than six months but which may extend to ten years and shall also be liable to fine which shall not be less than the amount involved in the fraud, but which may extend to three times the amount involved in the fraud.
- 14. The applicant represents and confirms that it has understood the terms and conditions of the Debentures and is authorized and eligible to accept and invest in the same and perform any obligations in relation to such investment.
- 15. The board of directors reserves the full and unconditional right to accept or reject an application in full or part without assigning reasons thereof.

#### 6. A DECLARATION BY THE DIRECTORS THAT

(a) The company has complied with the provisions of the Companies Act 2013 and the rules made there under

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(c) The monies received under the offer shall be used only for the purposes and objects indicated in the private placement offer cum application letter

I am authorized by the Board of directors of the Company vide resolution number 4 dated 23rd December 2020 to sign this form and declare that all the requirements of the Companies Act 2013 and the rules made there under in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct, and complete and no information material to the subject matter of this form has been suppressed or concealed as is as per the original records maintained by the promoters subscribing to the memorandum of association and articles of association. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

Date

Place:

Attachments:

Copy of Board Resolution

Copy of Shareholders Resolution

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# Annexure A

# List of branches/hubs/units

|   | Plot # 60,Phase - 1, Industrial Area, Panchkula, Haryana  |
|---|---|
| Ī | Khewat No-98,Khata No-117,Mustil No-6,Villa No-14/1,17/2,24,14/2,17/1 and Rectangle No-14,Villa                     |
|   | No-4, Raliawas Tehsil & District Rewari, Haryana (Daruhera)   |
|   | Vill - Gulllerwala, Near MDC Pharma, Sai Road, Baddi HP.  |
| I | H.No.679, Major Ashram Marg, Rishal Nagar, Opp. D.P.S. (Delhi public school), Meerut Road. Ghaziabad                |
|   | 201101  |
|   | Plot no - 308 & 309,Khata # 457,Thane no 1150,ward no 10,Mouza Baliguma, NH-33,PS-                                  |
|   | Mufassil, Mango, Jamshed pur-831004 Dimna Chowk   |
|   | At Post Kurali, Gate no. 120, Taluka Khed, Pune.  |
|   | Shop No.1,Village Ringanwada,Nani Daman – 396210  |
| Ī | Survey # 32/2,Chummys Lakefront, Garudacharpalya,MahadevapuraP.O.,Bangalore - 560048                                |
| Ī | MUTHUGOUNDER BUILDING, NR.ASSOCIATION BUNK, BANGALORE HIGHWAY, KONDALAMPATTI,                                       |
|   | SALEM - 636010  |
|   | New Prabhat Building, Kanjikode West, Palakkad Pincode 678623   |
|   | SY NO - 675/9,675/13,Kalapatty Village, Coimbatore – 641602   |
| Ī | Gala No G-23, in top class enclave, Bhoidapada, Sativali Road, Gokhivare, Vasai (e) Dist, Thane Survey              |
|   | No.22 to 25, Village Gokhivare, Tal, Vasai Dist, Thane.   |
|   | Tanvan" 23/24 Infantry Road, Next to Vijaya Bank, Bangalore -560001   |
|   | A-6/1,Jhilmil Industrial Area,Delhi– 110095   |
|   | No.B1/A,19,MCI Estate,2nd Floor,Badarpur,New Delhi - 110044   |
| Ī | PatwariHalka No.03, Karondiya Choupati, Survey No.336/1/2, Post Bhatkhedi - Pithampur - 453441                      |
| Ī | Survey No.688 & 707, Situated at  |
|   | Opp.Saigeeta Ashramam, Devaryamjal, Shameer pet Mandal, R.R. District   |
|   | Survey No-118/5, Milkat No-1027, at post uralidevachi, opp to police chowky, punes aswadroad, pune-                 |
|   | 412308  |
|   | Plot No-32(Part) forming part of Municipal No-11-6-29/B, in Survey No's – 712 (Part) and 713 (Part)                 |
|   | situated at Sri Venkateswara Co-operative Industrial Estate, Kukatpally Village and Municipality,                   |
| _ | Balanagar Mandal, Ranga Reddy District  |
| - | No.101/5, Adibar Gardens, Thanneerpandal Colony, Annupparpalayam Post, Thirupur - 641652                            |
|   | Block No.180,At DashrathDist,Vadodara,R.S.PatelEstate,Ranoli Highway  |
| - | Crossing, Ranoli, IPCLRoad, Pincode – 391740  |
| Н | Khasra No.229, Village and Post Office Bharthal, Kapashera, Pole No - NJFJ096, New Delhi - 110077                   |
|   | Gat no 397, MarutiSmriti, Vitthalwadi Near Atlas Copco/Corona Bus factory campus, Pune Nagar                        |
| - | Road-412216.  |
| - | No.499/5,Khata No.1139,Paiki Godown No.1,Ocean Estate,Aslali,Ahmedabad - 382427                                     |
| - | Plot No.6/1,IDA,Nacharam,Hyderabad,Telangana  |
| _ | No.43B,Awantibai,Transport Nagar, Bhopal City, Ward No.62,Zone No.13  |
| _ | Plot No.122, Ground Floor, Block-BG, Sanjay Gandhi Transport Nagar, New Delhi - 110042                              |
|   | Plot No.C-50,Okhla Industrial Area,Phase - 2,New Delhi - 110020  Killa No.68/11,Village Wazidpur,Saboli-Dist-131028 |
|   | Killa No.68/11, Village Wazidpur, Saboli-Dist – 131028  |

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For Sport Ni Locis 1. Signatory

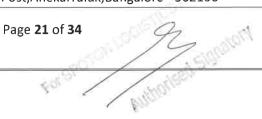
|     | areyRoad,Near Udupi Hotel,GoregaonEast,Mumbai— 400063  |
|-----|--|
| - : | 382405<br>costar,Office No.1106,1107,1108, 11th Floor of Village Phadi,VishveshwarNagar,Off-                     |
|     | 3,Survey No.10,Devraj Estate,NearBalaji Petrol Pump,Opp.ADCBank,PiranaRoad,Piplej,Ahmedabad                      |
| _   | MM YES PARK, Door No. 69, First Floor, Jawarharlal Nehru Salai, Ekkattuthangal, Chennai - 600032                 |
|     | istrict, Kanayannor Taluk, Thrikkakara North Village, Puthupallipram Kara, Changampuzha Nagar<br>.O., Pin–682033 |
|     | urvey No.530/5,(Old Survey No.651/7A) Block-5, Door No.30/150, Ernakulam District, Edappally Su                  |
| _   | hasra No.505/518, Kesari Road, Mohri, Post Office Samalkhi - 135136, Tehsil Sahabad, DistKurukshetr              |
|     | hiv Ashish Logistics, Chandanidih, GE Road, Near Mahindra Ruck and Bus ShowroomRaipur - 493221                   |
| _   | lot No.1118,Kanabargi Industrial Area, Belagavi  |
|     | lo.118/119/120/121/122 A Green Park,UdhnaSachin Main Road,Unn Surat - 394210                                     |
| _   | lot No.J-159,MIDC,Tarapur,Sarvali Tal-Palghar,Dist-Thane 401506  |
| _   | Io.113/2D, Nidamanauru, Vijayawada Andhra Pradesh - 521104   |
| С   | urvey No.43/7A1,Chennai-Bangalore-Highway,Irungattukottai Village,Near JM complex,Sriperumbuthur—602105          |
|     | Idham Singh Nagar  |
|     | het No.89,Khet No.292,Plot No.1&2,Village-Fulsunga,Pargana,Rudrapur,Tehsil-Kittcha,District-                     |
|     | Iear IP-2 (DimnaChowk)Salempur,Industrial Area Sidcul,Haridwar - 249403  |
| _   | lariharpur,Rohania,Varanasi  |
| S   | ector No.23,Plot No.51,Transport Nagar,Nigadi,Pune - 411044  |
| _   | hasra No.344,Village Habibpur,Greater Noida – 201306   |
| _   | urvey No.46/4,Plot No.7 & 8,Emerald Nagar,Sipcot-632403  |
| _   | Io.71, Mancheswar Industrial Estate, Bhubaneswar – 751010  |
|     | hasra No.97/8/3,Prithla Tehsil and District,Palwal,Haryana - 121102  |
| S   | ector-24,Industrial Estate,Faridabad,TehsilBallabgarhDist,Faridabad (Haryana)                                    |
|     | Survey No.17,Bearing Municipal No.854,1st Main Road,P.P.Layout,Deepanjali Nagar<br>ayout,Bangalore– 560026       |
| _   | Plot No.E-774/775,Road No.13,VKI,Jaipur,Rajasthan  |
| _   | Plot No.G 34/2,midc,Satpur,Nashik – 422007   |
| _   | Survey No.24/2,Dombarahalli Village,DasanpuraHobli,BangaloreRural,Bangalore - 562123                             |
| _   | NH-31,Joyguru,Amingaon,Guwahathi — 781031  |
| _   | Survey No.443-1, Plot No.30-A, Situated in Shivally Industrial Area, Manipal, Udupi Taluk and District           |
| _   | KostaPanchayat,Ranastalam,SrikakulamDistrict,Andhra Pradesh - 532209   |
| S   | Shop No.6,7& 8 at Survey No.141/36C,at main road,NH-16,Pydipeta Village and                                      |
| k   | KH NO.153/2, Gram Baroda, Arjun Tal, Sanwer Dist, Indore, Madhya Pradesh   |
| F   | Plot No.46, Village Kasba Alais Rurki, Trhsil and Dist Patiala - 147002  |
| (   | Central Warehousing Corporation,Block No.2,Kirtinagar,New Delhi - 07   |
| F   | Plot No.51,S.V.Auto Nagar,ReniguntaRoad,Tirupathi—517506   |
| F   | R.S.No.90/1/K of AyodhyaVillage, Hubli Dharwad ByepassRoad, Hubli - 580024                                       |
|     | No. 262A/2, Sundari Complex, Madurai Road, Tirunel veli Dist & Taluka, Thachanallur                              |

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| Bommasandra Village, Attibele Hobli, Anekal Taluk, Bangalore – 560 Plot No. 766, Shop No. 2/3, NH-05, Telengapentha Dist, Cuttack - 75 |   |
|--|---|
| Units No.I-1,I-2,I-3 on ground floor in I - Wing, Tex Center, 26-A,C   |   |
| (E)Mumbai – 400072   | chandivan rann Noad, Andrien            |
| Plot No.265-R at Hebbala Industrial Area, Hebbal, Mysore - 5700  | 18                                      |
| Warehouse No.2, Navbharat Estates, Zakaria Bunder Road, Sewari   |   |
| No.B.14/1,MIDC WALUJ,Aurangabad  | (************************************** |
| Khasra No.82/11/1,82/11/2 and 82/12,Phirni Road, Village Mun<br>1100410  | dka,PoleNo.MDKK 147,New Delhi           |
| Survey No.26, Yelwande Estate, Marunji Road, Hinjewad, Taluk Mul   | IshiDist Pune - 411057                  |
| Beraberi, Ghoshpara, Police Station - Airport unde Bidhan Nagar C  |   |
| 4/1,Ward No.4,Block-C,Dist North,24 Parganas,Kolkatta—70013  |   |
| Plot No-310 Sankrail Industrial Estate, Howrah 711302  | <u> </u>                                |
| Survey No.205/1 & 2/209, Godown – B,Soukya Road, Koralur Vil   | llage, Bangalore - 560067               |
| No.454,KPS WAREHOUSE GNT Road,Puzhal,Chennai– 600066   |   |
| Village Kathonda, Katangi Bye Pass Road MaharajpurRoAD, TehlP  | Panagar Jabalpur - 482002               |
| C-705,Anand Nagar,Bahodapur,Gwalior- 474010  |   |
| No.A-139, Major Dhyan Chand Sports Goods Complex, Meerut-25  | 50001                                   |
| "Shivanta Estate" Opp .Shivam Industrial Park Moraya - Ahmada  |   |
| No.2/106,Anna Salai,HIG,NH-3,Maraimalai Nagar,Chegalpet,Kan  |   |
| Door No.3/2,Block No.10,Plot No.A-5,Ground Floor (Northen Po   | <u>`</u>                                |
| No.T.S.No.81/2B,Lakshmi Nagar Main Road,Nanganallur,Chenna   |   |
| Survey No.115/4(Part) New No.115/4A, Noombal Road, Mahalak   |   |
| Extn, Vanagaram, Chennai – 600077  |   |
| 36-W2, JuhiKalaanDamodar Nagar Barr Bye- Pass Kanpur   |   |
| Godown No.1D,Central Warehousing Corporation,Gurgaon   |   |
| P.S.AgamKuan,Thana No.14,Sub RegisteryOffice,Patna,Bihar   |   |
| Plot No.X-70,Malegaon Taluka, Sinnar - 422133, Nashik Dist,Mah   | harastra                                |
| Khasara No.428 & 432, Opposite to Moolchand Medicity Hospital, 282007  | ,Agra - Mathura Road,Artoni,Agra-       |
| SonapurLane,L.B.S.Marg,Bhandup (W) Mumbai – 400078   |   |
| No.15/71/221 PanditNagla Bye Pass, Beside Lajpatnagar 2, Mora  | adabad 244001                           |
| Plot No.3,Opp Ajanta Pharma, Village - Pabhat, Zirak pur District, Zi  | irakpur - 140603                        |
| Ground Floor, Mouza Sambalpur Town, Unit No.232  |   |
| Plot No.613, Transport Nagar, Mundera, Uttarpradesh – 211011   |   |
| Plot No.1&2, minjumlaKhasra No.1331,1332 & 1335,Opp Omaxe<br>Aurangabad Khalsa,BijnaourRoad,Lucknow UP                                 | e Avenue, Commerical Complex,           |
| Khasara No.4,B-30&31,Sant Ram Road,Asola Extension-1,Fatehp  | our,Newdelhi - 110074                   |
| TC No.79/2050(1) PuthenBunglow,PuthenPalamPO,VallakadavPo  |   |
| CTS No.522,At Revenue Village and City Survey,Pahadi,Goregaor<br>No.2,Goregaon East,Mumbai– 400063                                     |   |
|  | lebbala Amani                           |



| Survey No.34/2, Plaot No.109, Lane No.10, Near Bhavani Shopping Co   | enter,Vidyanagar,Pune - 411032   |
|--|----------------------------------|
| Plot No. 84 B, Industrial Area, (A) Extension, Ludhiana – 141003   |                                  |
| APIIC, Autonagar, Plot No-17, B-Block, Industrial Development Area, N  | /lindi, Vishakapatnam - 530012   |
| Shop no- 97, Pataka Market, Jahangir, Amritsar – 143006  |                                  |
| Unit No.16 & 17, Ground Floor, Building No. A, Silver Springs, Plot No. G  | i-6,Taloja MIDC Industrial       |
| Area, Navade, Tehsil, Panvel Dist, Raigad – 410208   |                                  |
| LS No.63/3, At Veshvi Village, Taluka UranDist, Raigad – 410206, Ma  | aharashtra                       |
| Block-1, Thandaper No-12993, Ariyattu Puthana, Kolathara, Cheruvan   | nur - 673655                     |
| Isnapur, Patancheru Mandal, Sangared dy Dist, T.S  |                                  |
| Plot No.583, Hariya Near Parag Milk Dairy, Behrampur, Gorakhpur, Ut  | ttarpradesh - 273016             |
| Plot No.151,SNGT Complex,OPP to Cadila Pharmaceuticals Ltd,GIDC  | C, Ankleshwar                    |
| Roorkee – Dehradun Road, Ibrahimpur, Roorkee – 247667  |                                  |
| Building No.C/1,(C/1,Ghar PATTI No.166/1 & 166/2) Survey No.34,F   | Hissa No.5, Village              |
| Borivali Tarfe Sonale, Grampanchayat Kukse, Tal, Bhiwandi  |                                  |
| Plot No.10, Block-EN, Sector-V, 10th Floor, Touchstone Towers, Salt La   | ke City,Kolkata - 700091         |
| Patel ChaukKhokhar,Basti-272002  |                                  |
| Village Dhanwa Post, Chinnat - 226028, Lucknow, Uttarpradesh   |                                  |
| NRI Palza, Rajeev Nagar Main Road, Patna, Ground Floor Holding No<br>267, Bihar  | .1369597,Ward No.7,Circle NCC    |
| Shed No- C,DRS Logistics Park (111),NH-8,Village,Khijuri,Tehsil,Dhar 123403  | uhera,Distict Rewari,Haryana—    |
| Kila No.26-17,Kila-1,Rakba-1,Kanal-17,Mikran No.3 of 5/432 or Miki<br>/WakdarRakba 0 Kanal 1,Marla 4,Sirsai,Total Rakba 1,Kanal 18, Ma<br>Tehsil-ManesarDist–Gurugram  |                                  |
| B-12, Transport Nagar, Dehradun - 248001   |                                  |
| Shop No.8 & 9,Krishna Nagar,MaloutRoad,Bathinda—151001   |                                  |
| Plot No.1015,Sector-82,JLPL,Mohali – 160055  |                                  |
| Plot No.565/567,Khata No.42/27, PS,Namkum District, At Village Ga  | arke, Ranchi - 834010, Jharkhand |
| Block No.A-14,Ground Floor,MIG,NH-2 Extn,PaventharStreet,Marain  |                                  |
| 603209, Chengalpattu Taluk, Kanchipuram Dist, Tamilnadu  |                                  |
| No.48, New Municipal No.6, 1st Cross, Sudhamanagar, Bangalore –  | 560027                           |
| Warehouse No.3/B,At H.No.22-197/3,Shamshabad,Rangareddy Dist   | t,Hyderabad - 501218             |
| House No.22-194, Shamshabad, Ranga Reddy Dist, Hyderabad - 5012  | 18,Telangana                     |
| Plot No.44, Sector-B, Rani Avanti Bai Transport Nagar, Bhopal, Madhy   | apradesh - 462021                |
| R.S.No.188/1 & 188/3,lyyanar   |                                  |
| Koil Road, Muthir aiyar palayam, Oulgaret, Rev Village, Oulgaret Municipal Control of the Control of Control | pality, Puducherry – 605009      |
| Srihari Kota Colony, Sricity, Chittor, Andhrapradesh - 524401  |                                  |
| Plot No D-150, Midc Industrial Area, Ranjangaon Taluka, Shirur Distric   | ct,Pune - 412220                 |
| Shreenathji Building, No.112, Plot No.2. Near Ruda Transport Nagar, E<br>Mandir, Anandpur, Navagam, Rajkot – 360003  | BehindSath Hanuman               |
| PorganahMouzaTarapurRamnagarpt VI 2nd RS Patta Number 335,D 1130,Silchar Assam   | ag Number 1128,1129 &            |
| No.1, Pulibor AT Road, Jhorat West, Johrat, Assam - 785006   | 15E V                            |
| Survey No. 208/3, Bandapura Village, Marsur Post, Anekal Taluk, Banga  | lore - 562106                    |



Ward No.13, Holding No.A5-6, New Budge Trunk Road, Gopalpur, Sarkarpool, Kolkatta - 700143 Central Warehouse, A-26, Site IV Indutrial Area, Sahibabad Dist, Ghaziabad, Uttarpradesh - 201010 Plot No.371, Khata No.2, Jakariyapur Main Road, Near Post Office Pahari, Patna - 800030 No.5/1 K KKottai road Ariyammanagalam, SIT, Trichy - 620010 Plot No. C-16, Panki Side 1, industrial area, UPSIDC Kanpur UP -208022 No.15/2, Bhilarewadi, Near Petrol Pump, Pune - 411046 Survey No.83/1, Sancoale Village, Mormugao Taluka, South Goa -403726 Shed No.W 6, MIDC, Butibori Industrial Area (Urmi), Butibori - 441122 Village PipliyaKumar, Survey No's - 4/2/6, 4/2/4, 4/2/5, T.T. Nagar, Dewas Naka, Indore - 452010 Plot No.272,273 & 274, Village Amaidighi, POFulbari, West Bengal Door No.89-02-15, Alkapuri Layout, Ward No.40, Morampudi, Rajamahendravaram Rural, E.G. District No.37, Jahagarh, Amristar - 143001 Shop No.15, Ground Floor, Plot No.32, Ward No.DC-2, Gandhidham, Kutch-370240 Shed No.C, Khijuri Ext at DRSW Logistics Park(III) NH-8, Village, Khijuri Tehsil Dharuhera, District Rewari, Haryana – 123403 Shed No.5/1,Located in Kh No.520/1,520/2,Mouza,Gondkhairi,Tahsil Kalmeshwar,Nagpur - 440023 Survey No.38,39/2, and 39/2E, Nagarur Village, Dasanpura Hobli, Bangalore North Taluk, Bangalore Solitare Industrial Estate, Survey No.1, Road, MIDC Industrial Estate, Dombivali Area Phase -1, Dombivali East of Village Domivali (Navi) J.L.-1, P.S. Sankrail, Dhulagori, Domjur Road, Dhulagori Gram Panchayat under Dag No.3239,3240,3236,3225,3238,3235,3274,3237 & 3240,Howrah - 711302 Survey No 246/1B1,246/1A1 and 246/2,Ponnagar Main Road, Parivakkam Village, Poonamalle Taluk, Thrivallur District, Chennai – 600056

## Annexure B - Details of Board of Directors

| Name                                | Director<br>Identification<br>Number | Address of the Director  | Occupation                              |
|-------------------------------------|--------------------------------------|--|---|
| ABHIK KUMAR<br>MITRA                | 00337465                             | Aumvilla, 3rd Floor, No.41, Benson A<br>Cross, Benson Town, Bangalore<br>560046          | Managing Director –<br>Spoton Logistics |
| PERUMAL<br>RAMAMURTHY<br>SRINIVASAN | 00365025                             | 25A, Belvedere Court, Sane Guruji<br>Marg, Mahalaxmi, Mumbai 400011                      | Business                                |
| GAUTAM GODE                         | 01709758                             | No- 139, Madan Lal Block Asian Games<br>Village, Anderwsganj South Delhi<br>110049       | Business                                |
| DEVINJIT SINGH                      | 02275778                             | Flat No. 101, A Wing, Meher<br>Apartments, Altamount Road,<br>Mumbai 400026              | Business                                |
| ABHISHEK<br>RAJENDRAKUMAR<br>KABRA  | 06782685                             | Flat 205, Grandeur Tower, Vasant<br>Marvel Complex, Off Western<br>Express Highway, Near | Business                                |

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| Bor Mumbai 400066             |

Authorised Signatory

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Page **24** of **34** 

|   | SI.No | Parties     | Relief Sought        | Amount     | Relief Sought | Last Date | Next date | Status and stage |
|---|-------|-------------|----------------------|------------|---------------|-----------|-----------|------------------|
|   |       | Service Tax | "During year 2017-   |            | No Update     |           |           |                  |
|   |       |             | 18, the              | 600,428,96 |               |           |           |                  |
|   |       |             | Commissioner of      | 0          |               |           |           |                  |
|   |       |             | service tax          |            |               |           |           |                  |
|   |       |             | _                    |            |               |           |           |                  |
|   |       |             | S                    |            |               |           |           |                  |
|   |       |             | e notice             |            |               |           |           |                  |
|   |       |             | for raising a        |            |               |           |           |                  |
|   |       |             | demand of Rs.        |            |               |           |           |                  |
|   |       |             | 189,386,504 and      |            |               |           |           |                  |
|   |       |             | Rs. 221,636,252 on   |            |               |           |           |                  |
|   |       |             | 28 March 2018 for    |            |               |           |           |                  |
|   |       |             | the period from      |            |               |           |           |                  |
|   |       |             | January 2012 to      |            |               |           |           |                  |
|   |       |             | March 2015 and       |            |               |           |           |                  |
| \$ C  |       |             | from April 2015 to   |            |               |           |           |                  |
| 5   |       |             | June 2017            |            |               |           |           |                  |
| <del>20</del>   |       |             | respectively, in     |            |               |           |           |                  |
| (0)   |       |             | respect of           |            |               |           |           |                  |
| A V.  |       |             |                      |            |               |           |           |                  |
| - C   |       |             | services of the      |            |               |           |           |                  |
| STONE |       |             | Company's            |            |               |           |           |                  |
| IN S  |       |             | vendors as a Goods   |            |               |           |           |                  |
| eg.   |       |             | Transport Agency     |            |               |           |           |                  |
|   |       |             | for the period . The |            |               |           |           |                  |
|   | 17F   |             | SCN alleged that     |            |               |           |           |                  |
| 107   |       |             | vehicle hire         |            |               |           |           |                  |
| and a second  | MIT   |             | services availed by  |            |               |           |           |                  |
|   | (=C   |             | the Company for      |            |               |           |           |                  |
|   | )     |             | transporting the     |            |               |           |           |                  |

Annexure C – List of Litigations

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| goods of its customers both between the cities and within the city should be classified under "" Goods Transportation Agency"" ( "GTA") as per section 65 (105) (zzp) of the Einzele Act or its contact of the Einzele Act or its contact of the customers. | to July 1, 2012 and the Company is required to pay the service tax under the reverse tax charge mechanism. The Company had responded to these SCN in 2017-18. | During the previous year the department passed adjudication order on 6 September 2018 with a service tax demand of Rs.18,93,86,504 and along with interest and |
|---|---|--|
|   |   | Secure Signatory   |

|   | The Company has made application                 |
|---|--|
|   | No Update  |
| d from d from 1.2 to s filed before stilled before baying 0 to the April 2017, et be as at facts, laws dustry the is of gainst ment's l does te any lancial | During the year 2017-18, the 5,336,670 Assistant |
|   | Sales Tax<br>Department-Bihar                    |
| For SPOTON LOGISTICS PRIVATE LIMITE   | ED   |

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|                 |                      | Vishwas Scheme |
|-----------------|----------------------|----------------|
|                 | Investigation and    | 2020.          |
|                 | Bureau (Bihar), has  | Acknowledgmen  |
|                 | raised demand        | t due.         |
|                 | Rs.5,336,670 (       |                |
|                 | including penalty)   |                |
|                 | on failure of        |                |
|                 | producing            |                |
|                 | statutory records    |                |
|                 | reflecting proper    |                |
| 1.3             |                      |                |
| n e             | under provision of   |                |
|                 | section 61of BVAT    |                |
|                 | Act 2005, read       |                |
|                 |                      |                |
|                 | _                    |                |
|                 | The Company filed    |                |
|                 | a writ petition      |                |
|                 | before the Patna     |                |
|                 | High court           |                |
| 44              | directing the        |                |
|                 | department not to    |                |
| 700             | take action till the |                |
| (O)             | Company's            |                |
|                 | application is       |                |
| 0G)             | heard by the         |                |
| ST. ST.         | Tribunal.            |                |
| CS              | The Hon'ble High     |                |
| od de           | Court upon           |                |
| Si <sup>n</sup> | hearing has          |                |
| nat             | directed the         |                |
| LIM             | department not to    |                |
| l l             | take any coercive    |                |
|                 |                      |                |

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| : **   | For Plaintiff Evidence  |
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|  | 01.02.202   |
|  | 09.12.2020  |
|  | Money recover suit claiming for a sum of Rs.3, 86,028/-( Rupees Three Lakhs Eighty Six Thousand and Twenty Eight), court fee of Rs. 28,783/- (Rupees Twenty Eight |
|  | 386,028   |
| Company for recovery of the disputed amount till the Company's revision application is taken up for hearing by the Tribunal. As at 31st March 2020, The Tribunal is yet to hear the said matter.  Based on the facts of the case, the Company is confident of the department's position and does not anticipate any adverse financial outcome. | Money recover suit claiming for a sum of Rs.3, 86,028/-( Rupees Three Lakhs Eighty Six Thousand and Twenty Eight), court fee of Rs. 28,783/- (Rupees Twenty Eight |
|  | New India Assurance Company Limited & M/S LagnamSpintex Private Limited ( Plaintiffs ) vs. M/s Startrek Logistics Private Limited (Defendant )                    |
|  | RIVATELIMITED   |
| COTON LOGISTICS  | Gignatory   |
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|   | 09.12.2020 30.01.202 For Hg on 1 Preliminary Issue on Jurisdiction  | 25.11.2020 03.02.202 For Hearing on 1 Recall & Written Statement   |
|---|---|--|
| Thousand Seven Hundred and Eighty Three) along with interest at the rate of 18% per annum.                | Money recovery suit claiming for a sum of Rs.3, 04,865/-( Rupees Three Lakhs Four Thousand Eight Hundred and Sixty Five), along with interest at the rate of 12% per annum. | Money recovery suit claiming for a sum of Rs 85,576/- ( Rupees Eighty Five Thousand Five Hundred and                                       |
|   | 304,865   | 85,576   |
| Thousand Seven<br>Hundred and<br>Eighty Three) along<br>with interest at the<br>rate of 18% per<br>annum. | Money recovery suit claiming for a sum of Rs.3, 04,865/-( Rupees Three Lakhs Four Thousand Eight Hundred and Sixty Five), along with interest at the rate of 12% per annum. | Money recovery suit claiming for a sum of Rs 85,576/- (Rupees Eighty Five Thousand Five Hundred and Seventy Six only), along with interest |
|   | Bosch Ltd ( Plaintiff ) vs M/s Startrek Logistics (Defendant )  | TTK Healthcare<br>&Anr( Plaintiffs)<br>vs. Spoton<br>Logistics Private<br>Limited<br>(Defendnat )  |
|   |   |  |

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| compromised. Yet to receive the certified copies of the order   | Hearing on the Main   |
|---|---|
|   | 24.03.202   |
|   | Complaint filed under Section 12 of the Consumer Protection Act, 1986, for deficiency in service against Spoton seeking a sum of Rs. 2,04,941/ - ( Rupees Two Lakhs Four Thousand Nine Hundred and Forty One  |
| under Section 12 of the Consumer Protection Act, 1986, for deficiency in service against the Opposite Party i.eSpoton Logistics Private Limited             | Complaint filled under Section 12 of the Consumer Protection Act, 1986, for deficiency in service against Spoton seeking a sum of Rs. Rs.2,04,941/- (Rupees Two Lakhs Four Thousand Nine Hundred and Forty One Only) towards loss and damage caused to the consignment during transit |
|   | 204,941   |
| under Section 12 of the Consumer Protection Act, 1986, for deficiency in service against the Opposite Party i.eSpoton Logistics Private Limited Rs.25,000/- | Complaint filed under Section 12 of the Consumer Protection Act, 1986, for deficiency in service against Spoton seeking a sum of Rs. 2,04,941/- (Rupees Two Lakhs Four Thousand Nine Hundred and Forty One Only) towards loss and damage caused to the consignment during transit     |
| Private Limited<br>and another (<br>Opposite Parties),  | AVI Industries Mumbai( Complainant) Vs. Spoton ( Defendant)   |
|   | For SPOTON LOGISTICS PRIVATE LINATED  |
|   | OTON LOGISTICS F.   |
|   | For SPOTON LOGISTING  |

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|  | Hearing on the Main   | Pending  |
|  | 04.02.202   |  |
| towards loss<br>and damage<br>caused to<br>the<br>consignment<br>during<br>transit |   | 09.06.2016   |
|  | This is a Complaint filed by Shamir P.V., the Complainant, under Section 12 of the Consumer Protection Act, 1986, for deficiency in service against the Opposite Party i.eSpoton Logistics Private Limited. making a claim of Rs. 28,000/-(Rupees Twenty Eight Thousand Only) |  |
|  | 28,000  |  |
|  | This is a Complaint filed by Shamir P.V., the Complainant, under Section 12 of the Consumer Protection Act, 1986, for deficiency in service against the Opposite Party i.eSpoton Logistics Private Limited. making a claim of Rs. 28,000/-(Rupees Twenty Eight Thousand Only) | In the matter of DEEPEE INKS PVT LTD, complainant has file the case u/s 482, but its pending in High |
|  | Easy Walk ( Complaint) vs. SpotonLogistics Private Limited( Defendant)  | Deepee Inks Pvt.<br>Ltd. (Complainant)<br>Vs Startrek<br>Logistics Pvt.<br>Ltd.(Defendanant)         |
|  | TICE PRITING  | HCMA01<br>-017305-<br>2016   |
|  | en et ot on the state   | lator,   |
|  | Audille   |  |

|   | Pending   |
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|   |   |
|   | 09.06.2016  |
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| Court due to lack of documentation by complainant as per mention in eCourt, previous orders has also not uploaded in system, for more details we need to file fresh Vakalatnama in that matter in high court. | In the matter of DEEPEE INKS PVT LTD, complainant has file the case u/s 482, but its pending in High Court due to lack of documentation by complainant as per mention in eCourt, previous orders has also not uploaded in system, for more details we need to file fresh Vakalatnama in |
|   | Deepee Inks Pvt. Ltd. (Complainant) Vs Startrek Logistics Pvt. Ltd.(Defendanant)  |
|   | HCMA01-<br>012760-<br>2016  |
|   | SPOTON LOGISTICS  |
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|                            | 09.06.2016 Pending  |
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| that matter in high court. | In the matter of DEEPEE INKS PVT LTD,, complainant has file the case u/s 482, but its pending in High Court due to lack of documentation by complainant as per mention in eCourt, previous orders has also not uploaded in system, for more details we need to file fresh Vakalatnama in that matter in high court. |
| h t                        | Deepee Inks Pvt.  Ltd. (Complainant) Vs Startrek  Logistics Pvt.  Ltd. (Defendanant)  p  p  c  c  d  d  d  d  t  t  t  t  t  t  t  t  t   |
|                            | HCMA01<br>-012747-<br>2016  |

Date of allotment: 30th September 2019

Class and No. of Shares allotted: 21,73,913 equity shares of Rs. 10/- each

Premium per share: Rs. 174/-

# **Details of allottees**

| r of Total amount paid (including premium in Rs.) | 7,35,644 13,53,58,496   | 8,94,791 16,46,41,544  | 2,13,323 3,92,51,432                                | 3,30,155 6,07,48,520                                | 21,73,913 3999,99,992 |
|---|---|--|---|---|-----------------------|
| Nationality of the Number of Allottees sllotted   | Indian company 7,   | Foreign Company 8,   | Indian Company 2,                                   | Indian Company 3,                                   | 21,                   |
| Address of the allottee                           | Level 18, Birla Aurora, Dr Annie Besant<br>Road, Worli, Mumbai 400030 | IFS Court, Bank Street, Twenty Eight<br>CybercityEbene 72201 Mauritius | 61 Maker Chambers VINariman<br>PointMumbai – 400021 | 61 Maker Chambers VINariman<br>PointMumbai – 400021 | Total                 |
| Name and Occupation of<br>the allottee            | Samara Alternate<br>Investment Fund                                   | Samara Capital Partners<br>Fund II Limited                             | Xponentia Fund Partners<br>LLP                      | Xponentia Opportunities<br>Fund – I                 |                       |
| S.<br>No  | 1   | 2  | 3   | 4 pilling   | E MATT                |