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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL57937849003996Y
Certificate Issued Date	:	20-Jul-2026 03:47 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF21810677976408Y
Purchased by	:	RAM KUMAR
Description of Document	:	Article 5 General Agreement
Property Description	:	SELLING COMMISSION AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	POOJA LOGISTICS LIMITED
Second Party	:	SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED AND OTHERS
Stamp Duty Paid By	:	POOJA LOGISTICS LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
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Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGERAL PART OF THE SELLING, DISTRIBUTION AND MARKETING AGREEMENT EXECUTED BETWEEN POOJA LOGISTICS LIMITED ("ISSUER COMPANY", "THE COMPANY") AND SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED ("BOOK RUNNING LEAD MANAGER", "BRLM", "SDMA AGENT 1") AND TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED ("SDMA AGENT 2")

Pooja Logistics Limited 4, Community Centre Ind. Area Lawrance Road,

Turnaround Corporate Advisors Pvt. Authorised Signatory

Share India Capital Services Private Limited NOIDA

SELLING, DISTRIBUTION AND MARKETING AGREEMENT

FOR INITIAL PUBLIC ISSUE OF

POOJA LOGISTICS LIMITED

AMONGST

POOJA LOGISTICS LIMITED

(formerly known as "Pooja Logistics Private Limited")

(Issuer Company)

AND

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED

(Book Running Lead Manager/ SDMA Agent 1)

AND

TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED

(SDMA Agent 2)

DATED: 30TH JULY, 2026

SELLING, DISTRIBUTION AND MARKETING AGREEMENT

THIS SELLING, DISTRIBUTION AND MARKETING AGREEMENT (hereinafter referred to as the "Agreement") is made at New Delhi, on the 30th day of July, 2026 and entered into by and between:

POOJA LOGISTICS LIMITED (formerly known as "Pooja Logistics Private Limited"), a Company incorporated under the Companies Act, 1956 and having its Registered Office at 4, Community Centre, Industrial Area, Lawrence Road, Delhi 110035 **(hereinafter referred to as "Pooja Logistics Limited", "PLL" or "Issuer Company")** which expression shall, unless it be repugnant the context or meaning thereof be deemed to mean and include its successor; and permitted assigns, of the **FIRST PART**

AND

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, a Company incorporated under Companies Act, 2013 and having SEBI registration number INM000012537 and having its registered office at A-25, Basement, Sector-64, Noida – 201301, Uttar Pradesh, India (hereinafter referred to as "**Book Running Lead Manager**", "**BRLM**" or "**SDMA Agent 1**" 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**;

AND

TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED a Company incorporated under the Companies Act, 2013, bearing Corporate Identity Number (CIN): U74140DL2015PTC278474 and SEBI Registration Number INM000012290 having its registered office at 614, Vishwadeep Building, Plot No. 4 District Centre, Janakpuri A-3, West Delhi 110058, India (hereinafter referred to as "**TCAPL**" or " **SDMA Agent 2**") 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 **THIRD PART**;

In this Agreement, the **SDMA Agent 1** and **SDMA Agent 2** are collectively referred to as the "**SDMA Agents**".

WHEREAS:

a) The Issuer Company is proposing an Initial Public Issue of up to **38,46,000** Equity Shares of the Company ("**Equity Shares**") having face value of Rs.10.00 (Rupees ten each) (the "Issued Shares") in accordance with Chapter IX of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (hereinafter referred to as the "SEBI ICDR Regulations") and applicable Indian securities laws for an Issue Size not exceeding [•] Lakhs ("**Issue Size**") (such public issue being hereinafter referred to as the "**Issue**") in accordance with the requirements of the Companies Act, the SEBI Regulations and other applicable laws.

b) The Public issue shall be conducted through Book Built method/process, pursuant to which the shares are to be offered in the Issue.

c) The Issuer Company has obtained approval for the Issue pursuant to the Board Resolution dated August **22, 2025**. The Issuer Company passed a special resolution under section 62 (1) (c) at the Extra - Ordinary General Meeting (EGM) held on **August 23, 2025** which collectively authorized the Issuer Company's Directors, or any other authorized representative, for the purpose of the Public Issue, to issue and sign the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus, this Agreement, the Memorandums of understanding, any amendments or supplements thereto and any and all other writings as may be legally and customarily required in pursuance of the Issue and to do all acts, deeds or things as may be required.

d) One of the requirements of issuing shares to the Public in accordance with the Chapter IX of the SEBI ICDR Regulations, 2018, as specified in Regulation 260 of the said Regulations is that the Issue shall be 100% underwritten and the BRLM shall underwrite at least 15% of the total Issue.

In the present Issue, SICSPL has underwritten 50% of the total Issue, while the remaining 50% has been underwritten by the TCAPL pursuant to the Underwriting Agreement dated 30th July, 2026.

e) This Agreement supersedes and replaces the Selling, Distribution and Marketing Agreement dated August 25, 2025 executed between the Issuer and Share India Capital Services Private Limited in relation to the Issue. From the Effective Date, the rights and obligations of the Parties with respect to the subject matter hereof shall be governed exclusively by this Agreement.

f) The Issuer Company desires to engage the services of the SDMA Agents for the distribution and marketing of the Issue;

g) The SDMA Agents possesses the necessary expertise and capabilities to provide such services effectively.

1 DEFINITIONS

Unless the context otherwise requires, the following expressions shall have the meanings assigned below:

"Agreement" means this Selling, Distribution and Marketing Agreement together with all amendments executed by the Parties.

"Applicable Law" means all applicable statutes, rules, regulations, circulars, notifications, guidelines, directions and governmental approvals having the force of law in India.

"BRLM" means Share India Capital Services Private Limited acting as the Book Running Lead Manager to the Issue.

"Issue" means the proposed initial public offer of Equity Shares of the Issuer undertaken in accordance with the SEBI ICDR Regulations.

"Issue Documents" means the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus, as approved by the Company and as filed or to be filed with the SEBI, the Stock Exchange (as defined hereafter) and the RoC, as applicable, together with the

Authorised Signatory

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Preliminary International Wrap and International Wrap, Bid cum Application Form including the Abridged Prospectus the CANs for Anchor Investors, the Allotment Advice and any amendments, supplements, notices, corrections or corrigenda to such offering documents and international supplement/wrap;

"SDMA Agents" means collectively Share India Capital Services Private Limited and Turnaround Corporate Advisors Private Limited.

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

1. **Engagement of Services**

   a. The Issuer Company hereby engages [**SICSPL – SDMA Agent 1**] and [**TCAPL– SDMA Agent 2**] to act as its financial advisors for the Selling, distribution and marketing, of the Issue ("**Services**").

   b. [**SICSPL – SDMA Agent 1**] and [**TCAPL– SDMA Agent 2**] accepts the engagement and agrees to diligently perform the Services outlined herein.

2. **Scope of Services**

   2.1. SDMA Agents shall undertake the following services ("**Services**"):

   a. Advise and assist the Company in structuring the Issue, including determining the appropriate type and size of securities to be issued.

   b. Prepare and review all necessary documentation and disclosures related to the Issue, ensuring compliance with regulatory requirements and market standards.

   c. Assist in obtaining necessary regulatory approvals and clearances for the Issue, liaising with regulatory authorities as required.

   d. Develop and execute a comprehensive marketing and distribution strategy for the Issue, aiming to maximize investor interest and subscription.

   e. Provide continuous advisory support throughout the issuance process, including guidance on market conditions, investor feedback, and potential adjustments to the strategy.

   2.2. SDMA Agents shall use its best efforts and expertise to ensure the successful distribution, marketing, and underwriting of the Issue, in accordance with industry standards and regulatory requirements.

3. **FEES, COMMISIONS AND EXPENSES**

   3.1. In consideration of the services rendered by the SDMA Agents under this agreement, the Issuer Company shall agree to pay an amount **upto** 5% of the Issue Size as marketing fees and commissions as mutually agreed by the parties in respect of the obligations undertaken by them, as per the individual engagement/mandate letters.

Logistics Limited Community Ind. Area Road

Corporate Advisors Pvt Authorised Signatory

SERVICES NOIDA

3.2. The aggregate commission shall be divided equally between the two parties, with each SDMA Agents being entitled to **2.5% (two and one-half percent)** of the Issue Size, or such lower amount as may be mutually agreed in writing.

3.3. Such aggregate fee shall be paid to each SDMA Agent in the ratio set out as above or such other persons as will be directed by such SDMA Agent in writing. All the applicable taxes shall be charged in addition to the above-mentioned fees.

3.4. Such fee shall be paid upon receipt of the final invoice from the relevant SDMA Agent and, in any event, not later than five (5) Business Days from the date of listing of the Equity Shares on the Designated Stock Exchange, whichever is earlier.

4. TERMINATION

4.1. This Agreement shall commence on the date first written above and shall continue until the completion of the Services, unless terminated earlier in accordance with this Agreement.

4.2. Either party may terminate this Agreement by giving 30 (thirty) days' prior intimation in writing to the other party through electronic mode, digital mode, or any other legally recognized mode of communication. Such intimation shall be deemed to have been duly delivered and shall constitute valid and conclusive notice of termination, notwithstanding any communication exchanged between the parties prior to or subsequent to such intimation.

5. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) upon personal delivery; (b) one (1) Business Day after sending by overnight courier; (c) upon electronic confirmation of receipt when sent by e-mail; or (d) five (5) Business Days after being sent by registered mail, postage prepaid, to the addresses specified below.

If to the Issuer Company:	POOJA LOGISTICS LIMITED Attn: Mr. Deepak Khanna 4, Community Centre, Industrial Area, Lawrence Road, Delhi 110035 Telephone: +91 9811484046 E-mail: cs.legal@poojalogistics.in
If to the Book Running Lead Manager and SDMA Agent 1:	SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED Attn: Mr. Kunal Bansal (Vice President) Address: A-25, Basement, Sector-64, Gautam Buddha Nagar, Noida – 201301, Uttar Pradesh, India Telephone: 0120-6483000

	Email: mb@shareindia.com
If to the SDMA Agent 2 :	**TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED** Attn: Rajveer Singh (Authorized Signatory) Address: 614, Vishwadeep Building, Plot No. 4 District Centre, JanakPuri A-3, West Delhi 110058, India Telephone: +91 82873 56934 Email: ipo@tcagroup.in

6. TIME IS THE ESSENCE OF THE AGREEMENT

All obligations of the Issuer Company, the SDMA Agents, are subject to the conditions that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company or the SDMA Agents to adhere to the time limits shall unless otherwise agreed between the Company and the SDMA Agents, discharge the SDMA Agents or Company of his / their obligations under the Agreement. This Agreement shall be in force from the date of execution and will expire on completion of allotment for this Issue.

7. SEVERAL OBLIGATIONS

The Issuer Company, [**SICSPL – SDMA Agent 1**] and [**TCAPL– SDMA Agent 2**] acknowledges and agrees that they are all liable on a several basis to each other in respect of this representation, warranties, indemnities, undertakings and other obligations given, entered into or made by each of them in this Agreement.

8. MISCELLANEOUS

8.1 This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

8.2 Neither [**SICSPL – SDMA Agent 1**] Nor [**TCAPL– SDMA Agent 2**] shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Issuer Company.

8.3 The Issuer Company shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of both [**SICSPL – SDMA Agent 1**] and [**TCAPL– SDMA Agent 2**].

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and shall be subject to New Delhi Jurisdiction.

10. ARBITRATION

10.1 Any dispute, controversy, or claim arising out of or in relation to this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

10.2 The arbitration shall be conducted by a sole arbitrator appointed by mutual agreement of the Parties. If the Parties are unable to agree on the appointment of a sole arbitrator within thirty (30) days of a dispute being referred to arbitration, either Party may request the appointment of an arbitrator by the relevant court in accordance with the Arbitration and Conciliation Act, 1996.

10.3 All arbitration proceedings shall be conducted in the English language and shall take place at New Delhi, India.

10.4 The award of the arbitrator shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

11. AMENDMENT

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

12. SEVERABILITY

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

13. COUNTERPARTS

This Agreement may be executed in separate counterparts; each of which when so executed and delivered shall be deemed to be an original, but all the counterparts shall constitute one and the same Agreement.

14. ILLEGALITY

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

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

PARTY	WITNESS
For and on behalf of **POOJA LOGISTICS LIMITED**	Name: ASHISH BISHT Address: A-89, T-2, DILSHAD

Pooja Logistics Limited

Corporate Advisors
Authorised Signatory

PARTY	WITNESS
(formerly known as "Pooja Logistics Private Limited") Mr. DEEPAK KHANNA Designation: MANAGING DIRECTOR DIN: 05130667	COLONY, DELHI - 110095 Signature:
For and on behalf of **SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED** **(Book Running Lead Manager/ SDMA Agent 1)** Mr. Kunal Bansal Designation: Vice President	Name: Shilpi Address: Noida, UP. Signature: Shilpi
For and on behalf of **TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED** **(SDMA Agent 2)** Mr. Rajveer Singh Designation: Authorized Signatory	Name: Sandeep Kumar Address: Gurugaon Signature: Sandeep Kumar