



OUR PATH YOUR SUCCESS

3DIMENSION CAPITAL SERVICES LIMITED

SEBI Registered (Category - I) Merchant Banker
SEBI Registration No. INM000012528

GSTIN: 07AAICS6488H1ZS
CIN: U65923DL2001PLC113191

Date: June 23rd, 2025

To,
NFP Sampoorna Foods Limited

C/O Ashok Gupta Nathupur, Sonipat P.S. Rai,
Sonipat, Sonipat, Haryana - 131029

Dear Sir,

Sub: Appointment of 3Dimension Capital Services Limited (3DCSL) as the Lead Manager for the proposed Initial Public Offering (IPO) of Equity Shares of **NFP SAMPOORNA FOODS LIMITED** ("hereinafter referred as "NFP") on SME Stock Exchange(s).

This has reference to our discussions we had on in the matter of listing of the Equity Shares of your entity (hereinafter referred to as "NFP") on SME Exchange(s) ("SE") through Initial Public Offer (IPO) of its Equity Shares and advising us to Issue the Mandate Letter in this regard.

In this context, we, 3Dimension Capital Services Limited (hereinafter referred to as 3DCSL or Lead Manager or Manager) a SEBI registered Category-I Merchant Banker offering various Merchant Banking Services including Issue Management services though SME IPO.

We thank you for providing us the opportunity to offer our services on the aforesaid assignment. In this engagement letter, we have outlined our scope of services, terms and condition and other details relevant to aforesaid assignment.

We are sending herewith two copies of this Mandate Letter and request you to sign both the copies and return us one copy duly signed for our record.

The detailed scope of services to be provided by 3DCSL is given below:

A. Scope of work

During the term of our engagement, our Scope of work shall broadly include the followings;

1. Restructuring of Pre IPO Capital
2. Due Diligence & Pre IPO preparation
3. Dematerialization of Shares
4. Preparation of Public Issue Offer Document
5. Appointment of Intermediaries



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6. Filing of Draft Offer Document with SME Exchange
7. Clearance of Offer Document & getting approval from SME Exchange
8. Filing of Prospectus with ROC
9. IPO Launch
10. IPO Management – Receipt of Application & Others
11. IPO Closure
12. Assisting in finalization of Basis of Allotment
13. Getting Stock Exchange Approval
14. Refunds/Unblocking of Funds/Allotments process
15. Listing

The above scope of work shall be mainly devised into the following phases;

B. Phases of work

Phase I: Pre IPO-Preparatory Assistance

- Under this phase, we shall assist you in preparing for IPO and listing on SME Stock Exchange.
- Our scope of services under this phase shall mainly include assistance in the following:
 - Devising appropriate capital restructuring plan;
 - Setting up minimum corporate governance practices expected by a listed company from the perspective of Companies Act, listing agreement/LODR Regulations applicable for SMEs, listing norms, SEBI ICDR Regulations etc.;
 - Appointment and coordination of market intermediaries and other parties including the Underwriters, Market Makers, Registrars to Issue, Legal Advisor to the Issue, Bankers to Issue, PR Agency, Printer etc.
 - Devising a complete IPO plan and strategy including the likely post-issue shareholding distribution pattern;
 - Obtaining ISIN from the Depository(ies) and dematerializing pre-IPO shares of the Firm;

Phase II: Due Diligence

Under this phase, we shall carry out a due diligence and our scope of services shall mainly include the following:

- Carry out a preliminary background check
- First-level due diligence based on the preliminary information / documents to be provided by the Company and publicly available information
- Visit the Company office(s) and Sites
- Hold discussions with the management, auditors and legal advisors to the Issue
- Finalizing the due diligence process.

Phase III: Valuation / Issue Pricing

Under this phase, we shall carry out valuation exercise and our scope of services shall mainly include the following:



- Ratio analysis such as EPS, BVPS, RONW etc., as may be required under SEBI ICDR Regulations
- Industry analysis from valuation perspective
- Identification of peer comparable
- Peer analysis and pricing of peers listed on stock exchange
- Determining issue pricing and size for discussion with the management

Phase IV: Prospectus and Other Documents

Under this phase, we shall draft IPO Offer Document and other important agreements, documents and resolutions necessary for an SME IPO process. An indicative list of important documents is as under for easy understanding:

- IPO Offer Document;
- Tripartite Agreement with NSDL, CDSL and Registrar to Issue;
- Underwriting Agreement;
- Market Making Agreement;
- Agreement with Bankers to Issue;
- Agreement with Registrar to Issue;
- Board / Shareholders' Resolutions;
- Certificates, Letters of Representations etc.
- Draft of public advertisements, notices etc.
- Forms / Applications to be filed with Stock Exchange, RoC and other regulatory office(s).

Phase V: Issue Management

We shall assist in complete end-to-end IPO process including the following activities:

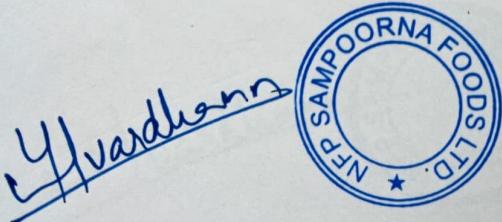
- Filing of IPO Offer Document with SME Exchange(s) and other regulatory offices like SEBI and ROC;
- Coordinating and assistance in interview with SME Exchange Listing Advisory Committee;
- Follow-up with SME Exchange(s) and ROC for their approvals;
- Execution of agreements with other market intermediaries;
- Assistance in launch of IPO and coordinate with other parties including PR Agency, Printers for adequate public advertisement, distribution of application forms as required statutorily;
- Monitoring the flow of applications and timely updation with the management of the Company; and
- Coordinating with bankers and registrars for finalization of Basis of allotment list in consultation with the stock exchange.

Phase VI: Post IPO Closure Assistance

Finally, post IPO closure and finalization of allotment; we shall initiate the activities for listing of equity shares of the Company on SME Exchange.

We shall assist in the following activities under this phase:

- Completing allotment of shares to the successful allottees;
- Preparing & submission of listing application with SME Exchange
- Follow-up with SME Exchange and obtain listing approval;





- Trading formalities and obtain Exchange trading approval;
- Making required statutory public disclosures

Phase VII: Post Issue Market Making

- Coordinating for continuous market making post listing for 3 years.

C. Scope of Limitations

- Our scope of services under this letter is restricted to the services specified in Phase I to Phase VII as mentioned hereinabove and does not cover any other services including and specifically the followings;
 - Regulatory & secretarial activities in relation to IPO
 - Auditing of the Company in relation to IPO by peer reviewed auditors as required under SEBI (ICDR) Regulations;
 - Legal advice, opinion and representation in any form;
 - Accounting and taxation Matters, opinion and representation in any form;
 - Any certification services.
- Our scope of work including any advice/assistance will be limited to the scope of services specifically defined in this letter.
- Reliance would be placed on the information that may be provided by the Company. We will not independently verify the accuracy of data/ details / information provided to us for review. The Company shall be primarily responsible for accuracy & validity of data/details/information provided to 3DCSL.
- We will act on your specific instructions to carry out the activities covered in our scope;
- We will not perform any management functions or take decisions on your behalf.

D. Fees

- We aim to build a long-term relationship with you based on the quality of service and expertise that we provide. Considering the same, we shall charge fees for rendering our professional services of Merchant Banking and Underwriting Fees as mentioned herein above for Phase I to VII, given as under:

Particulars	Fees (INR)
On Signing of Mandate	10,00,000

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NFP SAMPOORNA FOODS LTD





On receipt of In-Principal Approval from SE	10,00,000
On listing and trading approval from SE	5,00,000
Total	25,00,000

Success Fees/Fund Raising Cost: - 15% of Issue Size which is inclusive of above-mentioned fees.

- If the process has been stopped by NFP due to any reason after signing of this mandate letter than 3DCSL will charge 100% of remaining fees plus all outside intermediary's fees, if any.
- Marketing Expenses will be excluded in the above mention fee.
- all other expenses to be bear by the NFP are, Printing expenses, Advertisement expenses, Statutory fees of Stock Exchange, ROC, CDSL, NSDL etc., Peer Review Auditors Fees, Consultant Fees for Actuary Valuations, CMA data etc.
- All statutory expenses will be exclusive and borne by NFP on actual basis
- In addition to the above, the Company shall pay the following, as discussed:
- ✓ Further GST shall be payable at the applicable rates, by the Company.

E. Time Frame

We will use our best endeavors so that the engagement team is ready to commence work at earliest once upon a receipt of a copy of this letter, duly signed by you.

We envisage a time frame of 4-6 months for listing of the Company's equity shares on SME Stock Exchange, subject to receipt of requisite documents in due time which are required for Due-Diligence. However, this is highly unpredictable and will finally depend on the external and internal agencies concerned, receipt of timely inputs / information / data / details / document from Company / its professional advisors / consultants etc., changes in Regulations and Government policies, information needs, circumstances beyond control, resources and priority given by the Company to the assignment etc.

F. Personnel

3DCSL would depute the necessary personnel with the relevant experience to carry out the assignment.

G. Payment

Y. Haradharm





All payments to be made by the Issuer under this agreement shall be made in the name of 3Dimension Capital Services Ltd. payable at Delhi. Further applicable Goods and Services Tax and other statutory levies, if any shall be payable at the applicable rates by the Company.

Name	3Dimension Capital Services Limited
Address	K-37/A, Basement, Kailash Colony, New Delhi-110048
GST No	07AAICS6488H1ZS
PAN No	AAICS6488H
Bank Name	Kotak Mahindra Bank
Bank Account Number	2212307441
IFSC	KKBK0004581
Bank Address	Jangpura, Delhi

H. Other Terms and Conditions

1) Compliance

The Company agrees to comply with all applicable legal & regulatory requirements. The Company also warrants that its execution of this Mandate Letter has been duly authorized and approved by the Board of Directors or such other authorization, such that it is not subject to any further approval or ratification in order to become a binding obligation for it.

2) Information

The Company agrees to provide 3DCSL all financial & other information requested for the purpose of this assignment (or as may be required by any competent governmental, judicial or regulatory authority). In performing the services hereunder, 3DCSL shall be entitled to rely upon and assume, without independent verification, the accuracy and completeness of all information that is publicly available and of all information that has been furnished to 3DCSL by the Company or their other advisors or otherwise reviewed by them and 3DCSL shall have no obligation to verify the accuracy or completeness of any such information or to conduct any appraisal or valuation of any assets or liabilities and shall not assume any responsibility nor have any liability therefore.

3) Exclusivity

3DCSL shall be appointed as the Lead Manager / Consultant/ Advisor for advising on the Consultancy/ Services specifically related to an IPO and listing of shares/ securities of the Company on SME platform of recognized stock exchange(s) in India, from the date of Mandate/Appointment/Engagement letter up to two years. The Company shall not appoint any other intermediary including Consultants and/or advisors or otherwise for any of the services stated herein above, except with our prior written approval and if any delay is on the part of the company, then this will not be included in the above-mentioned two years' time.



4) Confidentiality

3DCSL agrees to treat this Agreement confidential till the close of issue and any information relating to this assignment during the term of the assignment, that is (a) disclosed to 3DCSL in accordance with the Agreement by an employee, officer, director, auditor or counsel of the Company or (b) developed by 3DCSL in the execution of the assignment, except that the foregoing shall not apply to:

- a. Any disclosure made for the purpose of the execution of the assignment with prior approval from the Company;
- b. Any information which is or come into the public domain, or comes into the possession of 3DCSL or to its affiliates other than in breach of any confidentiality obligation of which 3DCSL is a party.
- c. Any disclosures pursuant to any law or order of any court or pursuant to any direction, request or retirement (whether or not having the force of law) of any central bank or any governmental, regulatory, supervisory, judiciary or authority (including without limitation, of any official examiners or regulators)
- d. The extent that 3DCSL needs to disclose the same with respect to any proceedings for the protection or enforcement of any of their rights arising out of the Agreement;
- e. Any disclosure to auditors or professional advisors of 3DCSL who will themselves be bound by the same confidentiality obligation; or
- f. Information, which is already in possession of 3DCSL prior to the date thereof.

5) Termination/ Force Majeure:

This offer and the acceptance thereof may be terminated by either party on breach of any or all of the terms and conditions stated herein without prejudice to our right to claim any damage/loss/expenses as may be occurred to party on account of such breach of any or all of the terms and conditions by the other party.

The contact may be terminated at any time by either party by giving 15 days written notice. Notwithstanding anything contained herein, either party shall have the right to terminate this Mandate letter and acceptance thereof under following circumstances:

Declaration of war or occurrence of insurrection or civil commotion or natural calamity like earthquake, cyclone / hurricane, flooding or other serious or sustained financial or political or industrial emergency or disturbance affecting global and Indian financial markets.

6) Liability

We shall be entitled, to include a general description of work performed here under and logo of the Company, for the purpose of demonstrating our experience to other potential clients, league tables, etc. and in our business development communications /activities.

7) Arbitration/ Jurisdiction

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In the event of any dispute or difference or claim arising between the Firm / Merchant Banker / Consultant or anyone claiming through or under them, at any time hereafter, in respect of the construction or interpretation of any term or provision hereof and / or as regards the responsibility and / or obligation and / or otherwise in any way arising out of, relating inter alia to offer document, the same shall be referred to a mutually acceptable arbitrator under the provisions of Indian Law and any modifications or statutory re- enactments.

The Arbitrator shall be resident Indian national only. The venue of arbitration shall be Delhi. All cost and expenses in relation to such arbitration, if any, shall be borne equally by both parties. In the event of failure to settle disputes by Arbitration courts at Delhi shall have Jurisdiction. Our assignment will be on a best effort basis and we do not guarantee any results / success / enquiries by this Mandate Letter. We will appreciate if you would confirm your agreement to the terms of our engagement by countersigning the enclosed copy of this letter and returning it to us. If there is anything with which you do not agree or wish to amend, please do not hesitate to contact us and we shall be pleased to discuss the matter with you.

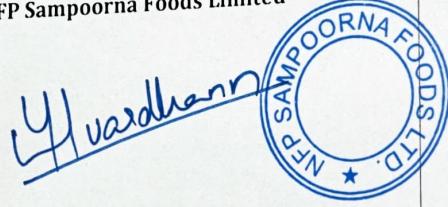
We look forward to having a mutually rewarding relationship.

For, 3Dimension Capital Services Limited

For, NFP Sampoorna Foods Limited



Authorized Signatory



Authorized Signatory