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महाराष्ट्र MAHARASHTRA

2021

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प्रधान मुद्रांक कार्यालय, मुंबई.  
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21 DEC 2021  
सक्षम अधिकारी

श्री सी. टी. आंबेकर

This stamp paper forms an integral part of the Service Provider Agreement dated January 15, 2022 between Landmark Cons Limited and Concept Communication Limited.

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This stamp paper forms an integral part of the Service Provider Agreement dated January 15, 2022 between Landmark Cars Limited and Concept Communication Limited.

**SERVICE PROVIDER AGREEMENT**

**DATED JANUARY 15, 2022**

**BETWEEN**

**LANDMARK CARS LIMITED**

**AND**

**CONCEPT COMMUNICATION LIMITED**

## SERVICE PROVIDER AGREEMENT

**THIS SERVICE PROVIDER AGREEMENT** (hereinafter referred to as the “**Agreement**”, which term will include the recitals, annexures and schedules to this Agreement) is made at Mumbai, India and entered into on this 15<sup>th</sup> day of January, 2022 and shall come into effect on even date (hereinafter referred to as the “**Effective Date**”) entered by and between:

**LANDMARK CARS LIMITED**, a company incorporated under the Companies Act, 1956 (CIN: U50100GJ2006PLC058553) and having its registered and corporate office at Landmark House, Opp. AEC, S.G. Highway, Thaltej, Near Gurudwara Ahmedabad 380 059, Gujarat, India (hereinafter referred to as the “**Company**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

**AND**

**CONCEPT COMMUNICATION LIMITED**, a company incorporated under the Companies Act, 1956 (CIN: U74300MH1987PLC042964) and having its registered office at Queen’s Mansion, Prescott Road, Fort, Mumbai 400 001, Maharashtra, India (hereinafter referred to as the “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

In this Agreement, the Company and the Service Provider are collectively referred to as the “**Parties**” and individually as a “**Party**”.

### **WHEREAS:**

- A. The Company and Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹5 each of the Company (“**Equity Shares**”), comprising of a fresh issue of Equity Shares by the Company (the “**Fresh Issue**”) and an offer for sale of Equity Shares by the Selling Shareholders (“**Offer for Sale**” and such equity shares, the “**Offered Shares**”, and such Offer for Sale together with the Fresh Issue, the “**Offer**”) in accordance with the Companies Act, 2013, including any rules and regulations, clarifications and modifications thereto, each as amended, (“**Companies Act, 2013**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other applicable laws, at such price as may be determined by the Company and the Selling Shareholders in consultation with the Lead Managers (as defined below) through the book building process carried out in accordance with the SEBI ICDR Regulations (the “**Offer Price**”). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations and in reliance on Regulation S under the U.S. Securities Act of 1933 (“**Regulation S**”), as amended (“**Securities Act**”); (ii) within the United States to persons reasonably believed to be qualified institutional buyers (as defined in Rule 144A under the U.S Securities Act (“**Rule 144A**”) pursuant to an exemption from registration under the Securities Act; and (iii) outside the United States and India, to institutional investors in offshore transactions in reliance on Regulation S under the U.S. Securities Act. The Company has appointed Axis Capital Limited and ICICI Securities Limited as the book running lead managers (together, the “**BRLMs**” or the “**Lead Managers**”) to manage the Offer. The pre-IPO placement (“**Pre-IPO Placement**”), if undertaken, will be at a price to be decided by the Company and the Selling Shareholders in consultation with the BRLMs and will be completed prior to filing of the red herring prospectus (as defined below) with the Registrar of Companies, Gujarat, Dadra & Nagar Haveli at Ahmedabad (the “**Registrar of Companies**”/ “**RoC**”).

- B. The Company is in the process of filing a draft red herring prospectus (the “**DRHP**”/ “**Draft Red Herring Prospectus**”) with the Securities and Exchange Board of India (“**SEBI**”), BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**” together with BSE, the “**Stock Exchanges**”) and subsequently proposes to file the red herring prospectus (“**Red Herring Prospectus/RHP**”) and the prospectus (“**Prospectus**”, and together with the DRHP and the RHP, including any amendments, supplements, addenda or corrigenda thereto, referred to as the “**Offer Documents**”) with the Registrar of Companies Gujarat, Dadra & Nagar Haveli at Ahmedabad (“**Registrar of Companies**”), and thereafter with SEBI and the Stock Exchanges, in relation to the Offer.
- C. The Company has approached the Service Provider to provide advertising and media services in relation to the Offer, and the Service Provider has consented to provide its professional services to the Company for advertising and media relations in respect of the Offer on the terms set out in this Agreement; and
- D. The Parties acknowledge that the services proposed to be rendered by the Service Provider among other things, are required to be in consonance with the relevant provisions of the SEBI ICDR Regulations, Companies Act, 2013, as amended from time to time and other applicable laws.
- E. Accordingly, the Parties have agreed to *inter alia* record the terms and conditions mutually agreed upon between them as appearing hereinafter in relation to rendering of the proposed services by the Service Provider to the Company.

**NOW THEREFORE**, in consideration of the mutual covenants of the Parties set forth hereinafter, and other good and valuable consideration, the sufficiency whereof is hereby acknowledged, the Parties agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

Unless the contrary intention appears and / or the context otherwise requires, the definitions set out in SCHEDULE I shall apply throughout this Agreement. The interpretation and/ or construction of this Agreement shall be in accordance with the rules of interpretation set out in SCHEDULE II.

## **2. OBJECTIVES**

The Service Provider through a public relation (“**PR**”) programme designed for the Company will achieve the following objectives, in accordance with the SEBI ICDR Regulations, the Publicity Memorandum and other applicable laws:

- 2.1. To create a distinct corporate identity for the Company based on its desired positioning, vision, size, achievements, competencies, business models, performance and growth potential amongst investors, intermediaries and opinion influencers in accordance with the SEBI ICDR Regulations, other applicable laws and the Publicity Memorandum;
- 2.2. To create awareness amongst investors about the Offer in accordance with SEBI ICDR Regulations, other applicable laws and the Publicity Memorandum, through endorsement from the relevant media, opinion influencers and intermediaries;
- 2.3. To assist the Company in managing media relations with respect to the Offer, including the dissemination of Advertisements and Publicity Material, and tracking media reports in relation to the Offer, as applicable, during the Applicable Period including, monitoring and reporting of Advertisements and news of any other matter relating to the Company and the Offer in media, till the date on which the Equity Shares of the Company are listed on the Stock Exchanges in a manner which is compliant with the requirements of the SEBI

ICDR Regulations, Companies Act, 2013, other applicable laws and the Publicity Memorandum;

- 2.4. To coordinate with the Company, the BRLMs and their respective legal counsels to the Offer for prior approval of all communications and publicity materials issued during the Applicable Period in compliance with the SEBI ICDR Regulations and other applicable laws. The release of the Advertisements shall be as per the plan approved by the Company in consultation with the BRLMs;
- 2.5. To assist the Company in creating collaterals needed for effective and efficient communication with key stakeholders;
- 2.6. To formulate the overall advertisement plan for the Offer in line with media plan along with the timing, frequency, size and publication details and launching a corporate campaign, if required, in the print, outdoor, radio, television, other electronic (including, but not limited to, online) media, and any other medium as advised by the Company and the Lead Managers in accordance with the SEBI ICDR Regulations; Companies Act and other applicable laws and;
- 2.7. To assist the Company in managing crisis situations, if any, during the course of the Offer.

### **3. SCOPE OF SERVICES**

The Service Provider's scope of service shall include, but not be limited to, the following:

#### **3.1. Public relations**

- 3.1.1. The Service Provider shall be responsible for (i) carrying out public relation activities and advertising services related to the Offer and (ii) any other matter relating to the Company, subject to discretion of the Company, in accordance with this Agreement.
- 3.1.2. **Communication Audit:** The Service Provider will conduct a communication audit prior to the development of the communication strategy and plan. The audit would include management briefings, secondary research on the sector and a perception study amongst media correspondents covering the sector, analysts and brokers. The Service Provider will also conduct a messaging workshop with all the stakeholders relating to this Offer to arrive at the required messaging and communication for the Offer. The audit results would be used for developing communications strategies and plans. The Service Provider shall make available such audit report to the Company.
- 3.1.3. The Service Provider shall write and develop all material, including editorial in all the required languages across all forms of communication channels including media, banners, hoardings, television commercials, backgrounders, press releases and all forms of Offer analysis, Advertisements and Offer Advertisements consistent with the Offer Documents, the SEBI ICDR Regulations, Companies Act, 2013, other applicable laws and the Publicity Memorandum governing such communications, in consultation with the Company and the Lead Managers.
- 3.1.4. The Service Provider shall advise on all aspects of corporate and Offer related communications and be responsible for managing and executing the same in accordance with the guidelines and restrictions for publicity and Publicity Materials as provided in the SEBI ICDR Regulations, Companies Act, 2013 and the Publicity Memorandum and provide for review to the legal counsels to the



Company and the BRLMs, all aspects of corporate and Offer related communications, including weekly monitoring the content until listing and trading of the Equity Shares on the Stock Exchanges.

- 3.1.5. The Service Provider shall report any supplementary information that may be added to the Offer Documents at a later stage. The Service Provider shall be responsible for preparing and issuing any notices, addenda, corrigenda and/or Advertisements in connection with any supplementary information that may be added to the Offer Documents at a later stage, contents of which will be provided by the Company, in consultation with the BRLMs and their respective legal counsels appointed in relation to the Offer, subject to such modification being informed to the Service Provider in time and approval of issuing such information.
- 3.1.6. The Service Provider shall manage media relations with all categories of media, relevant to the marketing of the Offer, including managing media relations, dissemination of Advertisements and press materials, as applicable, during the Applicable Period
- 3.1.7. The Service Provider shall be responsible for management of domestic roadshows and one on one interaction for media, brokers, analysts, influencers and decision makers as per plans developed in consultation with the Lead Managers and the Company.
- 3.1.8. The Service Provider shall organize one-on-one management briefings for analysts from key media so that the Company's perspective is well understood by the media.
- 3.1.9. The Service Provider shall be responsible for the management of all Advertisements and Company related statutory and formal announcements, and timely placement and dissemination of all Publicity Material in relation to the Offer, in consultation with the Company and the Lead Managers, including announcement of the filing of the DRHP, announcement of the clearance of the Red Herring Prospectus from the Registrar of Companies, statutory advertisements as prescribed under the Companies Act, the SEBI ICDR Regulations, and other applicable laws, including but not limited to the Offer opening advertisement, Offer closing advertisement (for the QIB Bidders and all Bidders other than QIB Bidders), public notices/ addenda/ corrigenda if any, announcement of price band, announcement of Offer Price and basis of allotment advertisement.
- 3.1.10. The Service Provider shall be responsible for management of relevant 'business as usual' announcements during the Applicable Period consistent with past practices in accordance with the SEBI ICDR Regulations, other applicable laws and the Publicity Memorandum.
- 3.1.11. The Service Provider shall assist the Company in managing crisis situations related to the Offer, if any.
- 3.1.12. The Service Provider agrees that for compliance with the SEBI ICDR Regulations, and other applicable laws in relation to the Offer and the Publicity Memorandum, it shall provide to the Company, the Lead Managers and their respective legal counsels (i) on a weekly basis from the date of signing of this Agreement till the Equity Shares of the Company offered under the Offer commence trading on the Stock Exchanges, and (ii) for the period from the date of filing of the Draft Red Herring Prospectus with SEBI to the date of closure of the Offer reports along

with soft copies of all the news or media reports in relation to the Company in (a) all editions of the Statutory Newspapers or such other newspapers where the Offer Advertisements are released and issued for, on behalf of the Company in the media including, but not limited to, newspapers as decided by the Company, in consultation with the BRLMs, and such other newspapers as recommended by the Service Provider at a later stage in terms of the requirements of the Companies Act and the SEBI ICDR Regulations, or (b) print and electronic media in any form including, but not limited to, those controlled by a media group where the media group has a private treaty/ shareholders' agreement with the Company or the Promoter of the Company as contained in SCHEDULE III, as applicable, on a daily basis on all days from the date of filing of the Draft Red Herring Prospectus until the date of closure of the Offer ("**Reporting Period**"). The Company shall promptly provide details to be included in SCHEDULE III and promptly provide details of any change or update in information contained in SCHEDULE III to the Lead Managers and the Service Provider.

- 3.1.13. The Service Provider shall bring to the notice of the Company, the Lead Managers and their respective legal counsels, any misreporting, adverse or negative reporting in any media, relating to the Company, or the Offer and any reporting not supported by disclosures in the Offer Documents (together, "**Adverse Reporting**"), immediately upon becoming aware of such Adverse Reporting, and shall assist the Company and the Lead Managers in taking appropriate steps in relation to any such Adverse Reporting.
- 3.1.14. The Service Provider shall prepare and provide the media publicity calendar to the Company.
- 3.1.15. The Service Provider shall provide a statement on a weekly basis by way of e-mails or otherwise, in the format of SCHEDULE IV, to the extent applicable, attached hereto to the Lead Managers and their respective legal counsels (with a copy to the Company). The Service Provider shall additionally submit a monthly compilation with an executive summary at the end of every month and a soft copy as well as hard bound compilation of all the reports at the closure of the Offer or upon specific request by the Company and the BRLMs at any time during the term of this Agreement. Upon closure of the Offer, the Service Provider shall provide a statement in the format set out in SCHEDULE IV attached hereto to the Lead Managers, with respect to its obligations as mentioned in Clause 3.1.12 and Clause 3.1.13 above.
- 3.1.16. The Service Provider shall track media coverage related to the Company on a day-to-day basis on all working days during the Reporting Period and provide copies of such media coverage to the Company and the Lead Managers during such period. For media coverage related to the Company being published and/ or disseminated on days other than the working days, the Service Provider shall track and provide information about the same on the next working day to the Lead Managers to facilitate their filing of compliance releases, Offer Advertisements and/or Publicity Material with SEBI in this regard and the report in the format specified in Part E of Schedule X of the SEBI ICDR Regulations.
- 3.1.17. Arranging media presence and coverage of the events of the Company in relation to the Offer in the print, electronic media (television, radio, internet through blog or otherwise, banner or otherwise).

- 3.1.18. The Service Provider shall coordinate with the Company, Lead Managers and their respective legal counsels for prior approvals on all communications issued during the exercise.
- 3.1.19. The Service Provider agrees that as a condition to the release of each and every written communication issued by the Company and its Affiliates, including but not limited to Publicity Material and/ or Offer Advertisements issued by the Company and/ or any Company Representative, during the term of this Agreement, the Service Provide shall obtain prior written consent from the Lead Managers and the legal counsels to the Company and the Lead Managers.
- 3.1.20. The Service Provider shall provide event management and media support for the listing ceremony of the Company.
- 3.1.21. The Service Provider shall co-ordinate and facilitate visits of key journalists and guests to the Company's facility(ies) on behalf of the Company.
- 3.1.22. The Service Provider shall conduct media training workshops consisting of mock interviews for assisting the management for media interactions by the Company, in accordance with applicable law.
- 3.1.23. The Service Provider shall initiate relationship meetings with relevant media journalists and facilitate interactions in appropriate corporate and management profiling stories.
- 3.1.24. The Service Provider will be responsible for preparing and issuing any corrigenda and/or advertisements in connection with any supplementary information that may be added to the Offer Documents, contents of which will be provided by the Company, Lead Managers and their respective legal counsels.
- 3.1.25. Any other communication and activity as advised by the Company and the Lead Managers in accordance with the terms of this Agreement.
- 3.1.26. **Investor relations/ Broker relations**
- (a) Responsible for carrying out investor/broker relation activities related to the Offer;
  - (b) Identification of relevant brokers/analyst for purpose of the Offer. Monitor their research reports relevant to the Company;
  - (c) Facilitate site visits of key brokers/analysts on behalf of the Company;
  - (d) Conduct workshop for assisting the management for broker/analysts interactions by the Company;
  - (e) Provide event management and logistics support for domestic roadshows at multiple locations meant for broker and analyst on turnkey basis;
  - (f) Clarify any doubts of brokers/analysts related to domestic roadshow(s); and
  - (g) Follow on IPO research note including overall check on factual data accuracy and circulate positive research notes to media.

## 3.2. Advertising

- 3.2.1. The Service Provider hereby acknowledges that they are aware of the requirements specified under Regulation 42 in Chapter II read with Schedule IX of the SEBI ICDR Regulations, as provided in SCHEDULE V to this Agreement, and the Companies Act, and agrees to assist the Company in all aspects of corporate and Offer related Publicity Material and Offer Advertisements in accordance with the guidelines and restrictions for publicity provided under Regulation 42 in Chapter II read with Schedule IX of the SEBI ICDR Regulations, the Companies Act, 2013, other applicable laws and the Publicity Memorandum. Such Advertisements must be prepared and completed within the schedule prepared by the Company and the Lead Managers.
- 3.2.2. With respect to the price band announcement required to be published pursuant to Regulation 29 of the SEBI ICDR Regulations, the Service Provider shall ensure that:
  - (a) The portion pertaining to “*Risks to Investors*” shall constitute at least 33% of the price band advertisement space;
  - (b) The font size for price band and “*Risk to Investors*” should be increased to match the font of Bid/ Offer schedule;
  - (c) The portion pertaining to “BRLMs” shall not constitute more than 10% of the price band advertisement space; and
  - (d) Details of ASBA and UPI may be brought subsequent to the Price Band.
- 3.2.3. The Service Provider shall develop all advertising materials to promote the Offer using tombstone formats accepted for such advertising. The Offer advertising campaign will comprise print, television, outdoor, radio and other medium as advised by the Company and the Lead Managers.
- 3.2.4. The Service Provider shall develop media plans that meet the campaign objectives in terms of reach.
- 3.2.5. The Service Provider will assist the Company in managing media relations in relation to the Offer, including the dissemination of Publicity Material during the Applicable Period.
- 3.2.6. The Service Provider would distribute any Advertisement (including Offer Advertisements) and/or Publicity Material relating to the Company and/ or the Offer, only after the content of such communication has been approved by the Company, the Lead Managers and their respective legal counsels to the Company and the Lead Managers, and the release is authorized by the Company and the Lead Managers.
- 3.2.7. The Service Provider will prepare, develop and place various Offer Advertisements and other Publicity Material *inter alia* including all statutory advertisements in connection with the Offer and public notices, addenda and corrigenda, in a timely manner and submit them to the Company, the Lead Managers and their respective legal counsels for their approval, and undertake to release such Company Advertisements and/ or Publicity Material, as applicable, only after approval of the Company, the BRLMs and their respective legal

counsels have been received for the Offer Advertisement, Publicity Material, the media plan and the release schedule.

- 3.2.8. The Service Provider undertakes to release the approved Offer Advertisements and Publicity Material as per the media plan and release schedule only after the approval of the Company and the Lead Managers, in accordance with the SEBI ICDR Regulations, the Companies Act, 2013, other applicable law and the Publicity Memorandum.
- 3.2.9. The Service Provider undertakes and represents to the Company and the Lead Managers that they would adhere to all the requirements as provided in the SEBI ICDR Regulations (including, in particular, Regulation 42 read with Schedule IX of the SEBI ICDR Regulation, attached in SCHEDULE V), other applicable laws and the Publicity Memorandum relating to Advertisements, Offer Advertisements and Publicity Material prepared or issued by the Service Provider and shall not directly or indirectly induce others to carry out in any manner the publicity which may be restricted under the SEBI ICDR Regulations, other applicable laws and the Publicity Memorandum.
- 3.2.10. The Service Provider represents that the Lead Managers can rely on its confirmation, as provided in the format specified in SCHEDULE IV, to the extent relevant and applicable, for providing compliance certificate in connection with press releases, Offer Advertisements and/ or Publicity Material to SEBI in this regard.
- 3.2.11. The Service Provider represents that the amendments or corrections (including in Publicity Materials) proposed by the Lead Managers and their respective legal counsels to the Company and the Lead Managers will be incorporated in letter and spirit.
- 3.2.12. The Service Provider will assist the Company in management of all domestic roadshows, if any for media, brokers and analysts as per plans developed in consultation with the Lead Managers and the Company and will be responsible for organizing one-on-one management briefings for the Offer analysts, influencers and decision makers from key media so that the Company's perspective is understood by the media.
- 3.2.13. The Service Provider will assist the Company in connection with the management of all formal announcements and Offer Advertisements in consultation with the Company and the Lead Managers, including Advertisements on filing of the DRHP, announcement of Registrar of Companies' clearance, statutory Advertisements as prescribed under the Companies Act and the SEBI ICDR Regulations, including but not limited to the announcement of the Offer opening Advertisement, Offer closing Advertisement, public notices/ addenda/ corrigenda if any, announcement of price band, announcement of the Offer Price and basis of allotment advertisement.
- 3.2.14. The Service Provider will be responsible for preparing and issuing any public notices, addenda, corrigenda and/ or Advertisement in connection with any supplementary information that may be added to the Offer Documents at a later stage. The Service Provider will obtain prior approval of the Company, the BRLMs and their respective legal counsels before issuing such public notices, addenda, corrigenda and/ or Advertisement.

- 3.2.15. The Service Provider will write and develop all editorial material including press releases, Offer analysis, etc., in accordance with the provisions of the SEBI ICDR Regulations, other applicable laws governing such Publicity Material and the Publicity Memorandum, for the Company.
- 3.2.16. The Service Provider expressly agrees that it will create and maintain a backup of media/ press releases of the Company from the date of filing of the DRHP with SEBI, until the end of the Applicable Period.
- 3.2.17. The Service Provider in consultation with the Company, will negotiate with the media for best possible rates for the advertising campaigns. All rate benefits offered by the media will be passed on to the Company in line with the commercial terms as detailed in Clause 5 of this Agreement.
- 3.2.18. Upon receipt of media release rates/ instructions and prior approval from the Company, the Service Provider, will buy advertising time, space and material on the Company's behalf. The Company reserves the right to buy advertisement time/space through any other agency for advertising in relation to corporate Advertisements. The Company will honour the Service Provider's commitments arising out of any such contracts or agreements entered into by the Service Provider on the Company's behalf, provided that such commitments have been approved by the Company in writing. Cancellations or revisions requested for by the Company in writing will be subject to the terms and conditions mentioned in this Agreement and the Engagement Letter.
- 3.2.19. The Advertisements will be released by the Service Provider based on media plans and cost estimates approved by the Company.
- 3.2.20. Any other activity as may be advised by the Company or the BRLMs related to the Offer.

#### **4. SERVICING TEAM**

A team from the relevant groups from the Service Provider will service the Company. The team will be led by a senior representative, who shall be responsible for coordinating all obligations of the Service Provider under this Agreement and supported by branch network and other representatives of the Service Provider. The team from the Service Provider shall be available at all times indicated to them by the Company and/ or the BRLMs for developing and finalising any Advertisements or Publicity Material.

The Service Provider shall share the entire team structure along with their individual roles and profiles with the Company and the BRLMs.

#### **5. COMMERCIAL TERMS**

- 5.1. For the scope of services mentioned in Clause 3 of this Agreement, the Service Provider will be paid professional fees, as provided under the engagement letter dated October 21, 2021 executed between the Company and the Service Provider ("**Engagement Letter**").
- 5.2. All corporate, Offer and statutory Advertisements in connection with the Offer will be developed and released by the Service Provider and the Service Provider will invoice the Company in terms of the Engagement Letter.
- 5.3. All outstation travel cost pre-approved by the Company in writing, incurred by the Service Provider for the advertising and public relations programme would be reimbursed by the

Company on actuals. The Service Provider would provide supporting documents in respect of such costs.

- 5.4. All other costs reasonably and properly incurred, by the Service Provider under this Agreement shall be reimbursed by the Company in terms of the Engagement Letter.
- 5.5. The Service Provider will submit bills/ invoices (where applicable, voucher copies) of the media and other vendors to support its own bills and debit notes. However, the supporting cannot be provided for miscellaneous costs such as stationery, STD communications, local travels for transporting media, etc. Miscellaneous costs shall be claimed at actuals.
- 5.6. Wherever the Service Provider is required to make advance payments on behalf of the Company, the same shall be pre-approved by the Company and paid by the Company in advance provided that appropriate documentary evidence of such costs is provided. These would include items like road-show costs and the cost of hiring outdoor media like billboards, television/ digital/ electronic media.
- 5.7. The payment terms shall be as provided under the Engagement Letter.

5.7.1 Advertising:

- (a) Print and online advertising bills will be settled within 30 (thirty) days of the last day of the release of the advertisement upon submission of proper invoice and other supporting documents. (All advertising releases will be executed through the Service Provider. The advertising related bills will be raised by the Service Provider).
- (b) Outdoor advertising, TV and radio advertising payments will be made in advance based on plans and cost estimates approved by the Company. Nonetheless, the Service Provider would be required to provide the proper invoices and other supporting documents immediately to the Company.

In case of any inconsistency between Clause 5.7 of this Agreement and the Engagement Letter, the latter shall prevail. However, other than the provisions of this Clause 5.7, all other provisions of this Agreement shall prevail in case of any inconsistency between this Agreement and the Engagement Letter.

5.7.2 Third Party Expenses:

All third-party expenses related to roadshows etc. will be paid by the service provider based on the cost estimates approved by the Company and the same will be paid by the Company on actuals on the submission of all relevant documents.

**6. TERM OF AGREEMENT**

- 6.1 The Agreement will be effective for a period beginning from the Effective Date until the commencement of listing and trading of the Equity Shares of the Company on the Stock Exchanges pursuant to the Offer and upon the completion of all services required to be performed by the Service Provider in relation to the Offer and upon finalisation of the post-Offer media compliance certificate (SCHEDULE IV) as contemplated under this Agreement. It is assumed that the entire exercise would be completed within the period as agreed in the Engagement Letter. If the Offer gets delayed for any reason beyond the period agreed under the Engagement Letter, the Service Provider will be paid an additional amount as specified in the Engagement Letter.

- 6.2 If at any time during the term of this Agreement, the Service Provider becomes unable to render services under this Agreement, it shall immediately inform the Company and the BRLMs, in writing.

## **7. TERMINATION**

Either Party shall have the right to terminate this Agreement by giving the other party prior notice of 1 (one) month in writing. In case of termination of the Agreement, (i) all the unfinished jobs / assignments which have reached a material stage shall be completed by the Service Provider as may be mutually decided by all Parties, and (ii) the Service Provider shall continue performing the services as agreed to in this Agreement until the appointment of a successor service provider by Company, provided that the Service Provider will be paid fees for its services for such further period as may mutually be agreed by the Parties. Notwithstanding anything contained in this Agreement, the Company shall have the sole discretion to terminate this Agreement with or without notice, at any time, in the event the Company forms an opinion that the Service Provider is providing deficient services. In this regard, the Company shall provide sufficient opportunity to the Service Provider to be heard prior to terminating the Agreement. In such event, the Company shall not be responsible for any compensation to the Service Provider, apart from fees and costs actually incurred, with the approval of the Company.

Upon any such termination of the Agreement, the Service Provider shall provide all publishing materials to the Company and any other information/ documents provided by the Company in physical and/ or soft form, as applicable, and render all assistance, as may be required, to ensure due and proper handover of all relevant documents to any new agency appointed by the Company.

## **8. CONFIDENTIALITY**

- 8.1. The Service Provider will treat all information in relation to the Offer, the Company, its business, or otherwise shared by the Company and the Lead Managers, whether in writing or orally, as confidential and not divulge the same to anyone without their prior written consent. Further, any Confidential Information furnished to the Service Provider in tangible form shall not be duplicated by the Service Provider, other than for the purposes of this Agreement. Upon request, the Service Provider shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within 15 days from the date of receipt of such request.
- 8.2. The Service Provider shall not be liable for disclosure or use of any Confidential Information if the same is:
- 8.2.1. in the public domain, prior to receipt of such information by the Service Provider;
  - 8.2.2. rightfully received from a third party without any obligation of confidentiality;
  - 8.2.3. rightfully known to it without any limitation on use or disclosure prior to its receipt from the Company or the Lead Managers;
  - 8.2.4. independently developed by the Service Provider;
  - 8.2.5. generally made available to third parties without any restriction on the confidential information; or



- 8.2.6. communicated in response to a valid order by a court or required by any governmental body or regulatory/ legal authority provided that the communicating Party has provided to the other Party whose Confidential Information is being disclosed prompt notice of any such order.

Any Confidential Information shall be considered confidential and proprietary to the Company and the Service Provider shall hold the same in confidence, shall not use such information other than for the purposes of its work with the Company, and shall not disclose, publish or otherwise reveal any of the Confidential Information received from the Company to any other party whatsoever except with the specific prior written authorisation of the Company.

The Service Provider may disclose the Confidential Information solely to its staff/ employees/ personnel strictly on a 'need to know' basis and for no other purpose whatsoever; provided that, each such staff/ employee/ personnel is bound by the nondisclosure restrictions which are substantially similar to those in this Agreement.

Any Confidential Information furnished shall not be reproduced or duplicated by the Service Provider other than for the purpose of this Agreement. Upon the request of the Company, the Service Provider shall return all such information received in written or tangible form, including copies, or reproductions or other media containing such information, within thirty (30) days of such receipt of such request. Provided however the Service Provider may retain a copy of the information to be in compliance with its legal, regulatory or statutory obligations.

The provision of this Clause shall survive six months from the expiry /termination of this Agreement.

## **9. LIMITATION OF LEAD MANAGERS' OBLIGATIONS**

The Parties acknowledge and agree that notwithstanding anything to the contrary in this Agreement, the Lead Managers shall have the rights specified under the provisions of Clause 2 (Objectives), Clause 3 (Scope of Services), Clause 4 (Servicing Team), Clause 10 (Indemnity), Clause 11 (Governing Law), Clause 12 (Settlement of Disputes), Clause 13 (Representations) and Schedule VI (*Letter of Indemnity issued by the Service Provider in favour of the BRLMs*) of this Agreement but shall not have any obligations (including but not limited to payment of any fees or expenses) to the Service Provider or the Company or any other party, expressed or implied, direct or indirect, under the terms of this Agreement.

## **10. INDEMNITY**

- 10.1. In case of breach or alleged breach of any provision of law, regulations or order of any court or regulatory authority or of any of the terms and conditions mentioned in the Agreement, including its obligations to the BRLMs under this Agreement, the Service Provider shall, at its own cost and expense, indemnify, defend and hold the Company, Lead Managers and their respective Affiliates, directors, officers, management, employees, successors, permitted assigns, advisors, agents or any other persons acting on their behalf ("**Indemnified Parties**"), free and harmless at all times, from and against any and all losses, liabilities, claims, interest, damages, actions, costs and expenses, including attorney's fees and court costs arising out of or in relation to, or in connection with, a breach or alleged breach of the Service Provider's obligations under this Agreement and the letter of indemnity.
- 10.2. The maximum aggregate liability of the Service Provider together with its partners, Affiliates, associates or contractors towards the Company and its affiliates, directors,

management or employees under this Agreement (regardless of the form of action, whether in contract, negligence or otherwise), pursuant to sub-clause 1 above, shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under this Agreement except in the event of fraud, wilful misconduct, wilful default and/or gross negligence by the Service Provider.

- 10.3. The Service Provider undertakes to immediately execute and deliver a letter of indemnity in favour of the Lead Managers in the form attached at SCHEDULE VI to indemnify and hold harmless the Lead Managers and their respective affiliates and their respective directors, officers, management, representatives, advisors, associates, agents, intermediaries, employees, successors, permitted assigns or any other persons acting on its behalf and/or any other person that, directly and/ or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons for any and all losses, charges, interests, liabilities, claims, demands, damages, actions, suits, writs, penalties, awards, judgments, costs and expenses, including but not limited to attorney's fees, any other professional fees, court costs or other legal expenses arising out of, *inter alia*, a breach of the obligations of the Service Provider under this Agreement, on the day of the execution of this Agreement. The Service Provider acknowledges and agrees that entering into this Agreement for performing its services to the Company is sufficient consideration for the letter of indemnity.
- 10.4. This Clause shall survive the expiry/ termination of the Agreement.
- 10.5. The Service Provider also undertakes and represents to the BRLMs and the Company that it shall comply with all requirements under SEBI ICDR Regulations, the Companies Act and other applicable law in relation to Advertisements and publicity material prepared by the Service Provider and that the BRLMs can rely on its confirmation for issuing a compliance certificate in connection with press releases, Offer Advertisements and/ or Publicity Material to SEBI in this regard.
- 10.6. The Company shall at its own cost and expense, indemnify, defend and hold the Service Provider, its partners, directors, employee, associates, affiliates or contractor free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs which may arise as a result of any claim, suit or proceeding brought against the Service Provider, due to any materials or publicity prepared for the Company which was approved for release by the Company (excluding any breach or alleged breach by the Service Provider of any provision of law, regulations or order of any court or regulatory authority or of any of the terms and conditions mentioned in the Agreement), to the extent such losses, liabilities, claims, actions, costs and expenses are finally judicially determined by a competent court. The maximum aggregate liability of the Company together with its employees and associates (regardless of the form of action, whether in contract, negligence or otherwise) shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under this Agreement.

## **11. GOVERNING LAW**

This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws thereunder.

## **12. SETTLEMENT OF DISPUTES**

The provisions of this Agreement shall be governed by and construed in accordance with Indian law. In the event of any disputes/ differences among the Parties hereto, whether before or after the termination of this Agreement, regarding the interpretation of any provision of this Agreement or

regarding any claim of one disputing Party against the other or regarding any other matter arising out of this Agreement, the disputing Parties shall promptly and in good faith endeavor to settle the matter by mutual conciliation. In case no amicable resolution is reached within a period of 30 (thirty) days, or within such extended period as the disputing Parties may agree upon, from the date on which the dispute or difference arose, a disputing Party may refer such dispute or difference to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Each disputing Party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator who shall be the presiding arbitrator within 15 days of receipt of the second arbitrator's confirmation of his/ her appointment. The arbitration award shall be final, conclusive and binding on the disputing Parties, the disputing Parties agree to be bound thereby and to act accordingly. Furthermore, the arbitration award shall be subject to enforcement in any court of competent jurisdiction. The place of arbitration shall be Ahmedabad and the language shall be English. Subject to the provisions of this Clause, the courts of Ahmedabad, India shall have the exclusive jurisdiction in relation to any disputes arising out of this Agreement.

### **13. REPRESENTATIONS**

- 13.1. The Service Provider hereby represents that this Agreement has been duly authorized, executed and delivered on their behalf and constitutes the legal, valid and binding obligation of the parties to the Agreement enforceable in accordance with its terms.
- 13.2. The Service Provider undertakes that it shall act with utmost due diligence, care and skill while discharging its services under the Agreement.
- 13.3. The execution, delivery and performance of this Agreement by the Service Provider do not and will not violate any applicable law or regulation, its constitutional documents, its obligations under any other business activity engaged, or any other assignment or instrument entered into by it with parties or clients.
- 13.4. The Service Provider hereby represents to the Company and the BRLMs that it is not prohibited from acting as a public relations consultant or an advertising agency by any judicial, quasi-judicial, governmental, statutory, regulatory or administrative body.
- 13.5. The Service Provider also undertakes to immediately, on the date of this Agreement, enter into a letter of indemnity in the format set out in SCHEDULE VI, with the Lead Managers, to indemnify the Lead Managers for any and all losses, liabilities, claims, damages, actions, awards, judgments, costs and expenses, including attorney's fees and court costs arising out of a breach of the obligations of the Service Provider under this Agreement.
- 13.6. The Service Provider represents that the amendments or corrections (including in the Publicity Materials) proposed by the BRLMs and the legal counsels to the Company and the BRLMs will be incorporated in letter and spirit.
- 13.7. The Service Provider undertakes and represents that it shall comply with all requirements under the SEBI Directives, SEBI ICDR Regulations and the Companies Act, in relation to Advertisements and Publicity Material prepared by the Service Provider.
- 13.8. The Advertisements will be released by the Service Provider based on media plans and cost estimates approved by the Company.
- 13.9. The Service Provider represents that there will be no impact on execution, delivery and performance of this Agreement by the Service Provider, due to the ongoing Covid-19 pandemic subject to applicable government (local, state or central) guidelines.

#### **14. SURVIVAL**

Clause 8 (*Confidentiality*), Clause 9 (*Limitation of Lead Managers' Obligations*), Clause 10 (*Indemnity*), Clause 11 (*Governing Law*), Clause 12 (*Settlement of Disputes*) and Clause 13 (*Representations*), this Clause 14 (*Survival*), Clause 15 (*Severability*), and Schedule VI (*Letter of Indemnity issued by the Service Provider in favour of the BRLMs*) of this Agreement shall survive the termination or expiration of this Agreement.

#### **15. SEVERABILITY**

If any provision or any portion of a provision of this Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly.

#### **16. MISCELLANEOUS:**

16.1 Nothing contained herein shall be deemed to create a relationship of a partnership or a principal and agent, and the relationship of the Parties is on a principal-to-principal basis, independent of each other. None of the employees, officials, agents or assigns of a Party can be treated as agent of the other Party and in no case can bind the other Party by its representations and acts.

16.2 The Parties represent that they have taken all necessary corporate action to authorise the execution and consummation of this Agreement and have the requisite and proper authorisation to execute this Agreement. They undertake to furnish satisfactory evidence of the same upon request.

16.3 If any provision/s of this Agreement is held to be prohibited by or invalidated under the applicable law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.

16.4 Failure to exercise part of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance, such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein.

16.5 This Agreement shall be executed in duplicate and both copies should be treated as original for all purposes.

16.6 This Agreement is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the power in the Agreement, such as civil commotion, riots, and acts of God etc. The Service Provider agrees that the ongoing Covid-19 pandemic and governmental measures taken in response thereto shall not constitute a force majeure event.

Provided that in order to be excused from delay or failure to perform, such Party must promptly communicate the occurrence of such inability, within 7 days of occurrence of such a cause, and act diligently to remedy the cause of such delay or failure. The Company, shall in its sole discretion, be entitled to terminate this Agreement without any liability in case the force majeure event continues for more than 30 days.

16.7 No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to this Agreement.

- 16.8 The Service Provider shall not assign to any third party any of its rights and obligations contained herein without prior written consent of the Company and the Lead Managers.
- 16.9 The Service Provider agrees that monetary damages may be an inadequate remedy for breach or threatened breach of the provisions of this Agreement, and notwithstanding anything to the contrary contained herein, in the event of a breach of any provisions of this Agreement, the respective rights and obligations hereunder shall be enforceable by specific performance or injunctive remedy.
- 16.10 The Company agrees to the following, as part of the obligation to this Agreement:
- (a) to give clear direction and information to the Service Provider on activities, materials, plans and research reports;
  - (b) to give access to and availability of the top management for direction, spokesman-ship and performance reviews with prior appointment, preferably in writing; and
  - (c) to give adequate lead-time and advance notice, as is necessary to professionally carry out services provided under this Agreement.
- 16.11 The Service Provider shall not use the name, trademark, logo of the Company or its Affiliates and/ or of the BRLMs in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the Company and/or the BRLMs as the case may be. In case of any misuse of the name, trademark, logo of the Company or its Affiliates and/ or of the BRLMs, the Company and/or the BRLMs, as the case may be, may take any action as may be deemed fit against the Service Provider including but not limited to any equitable or injunctive relief.
- 16.12 In case any notice is required to be given for the purposes of this Agreement, the same shall be given by personal delivery or by Speed Post/ Registered Post A.D. / email and shall be addressed as follows:

In case of the Service Provider, to:

**CONCEPT COMMUNICATION LIMITED**

Queen's Mansion, Prescott Road,  
Fort, Mumbai 400 001  
Maharashtra, India

**Telephone:** +91 22 4055 8888

**Email:** vivek@conceptindia.com

**Attention:** Vivek Suchanti

In case of the Company, to:

**LANDMARK CARS LIMITED**

Landmark House, Opp. AEC,  
S.G. Highway, Thaltej, Near Gurudwara  
Ahmedabad 380 059, Gujarat, India

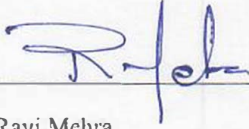
**Telephone:** +91 79 66185555

**E-mail:** monika@mb-benchmarkcars.in / rajiv.v@landmarkindia.net

**Attention:** Monika Nagpal / Rajiv Vohra

IN WITNESSES WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW

Signed and delivered for and on behalf of CONCEPT COMMUNICATION LIMITED



By: Ravi Mehra

Title: Executive Director

Date: 15/1/2022



**IN WITNESSES WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW**

Signed and delivered for and on behalf of **LANDMARK CARS LIMITED**



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By: Sanjay Karsandas Thakker  
Title: Chairman & Executive Director  
Date: 15/1/2022

## SCHEDULE I | DEFINITIONS

### 1. DEFINITIONS

- 1.1. All capitalized terms used in this Agreement, including the recitals, shall, unless specifically defined herein, have the meaning assigned to them in the Offer Documents. The following terms shall have the meanings ascribed to such terms below, as the context may require:

“**Advertisement**” includes notices, brochures, pamphlets, circulars, show cards, catalogues, hoardings, placards, posters, insertions in newspaper, cover pages of the Offer Documents, pictures and films in any electronic media, radio, television programmes or through any other electronic media including, but not limited to, online media and including any Offer Advertisements.

“**Affiliate**” with respect to any Party means (a) any other person that, directly or indirectly, through one or more intermediaries, Controls, or is Controlled by or is under common Control with such Party, (b) any other person which is a holding company, subsidiary or joint venture of such Party, and / or (c) any other person in which such Party has a “*significant influence*” or which has “*significant influence*” over such Party, where “*significant influence*” over a person is the power to participate in the management, financial, or operating policy decisions of that person, but is less than Control over those policies and shareholders beneficially holding, directly or indirectly, a 10% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, the terms “*holding company*” and “*subsidiary*” have the meanings set forth in Section 2(46) and Section 2(87) of the Companies Act, 2013, respectively. The term “**Group Company**” shall have the meaning given to the term in the Offer Document. For the avoidance of doubt, any reference in this Agreement to Affiliates includes any party that would be deemed an “*affiliate*” under Rule 405 or Rule 501(b) under the Securities Act, as applicable (which defines an affiliate of, or person affiliated with, a specified person to mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified).

“**Applicable Period**” shall mean the period commencing from the Effective Date until the date on which the trading of the Equity Shares commences on the Stock Exchanges.

“**Companies Act**” means the Companies Act, 2013, along with the relevant rules, regulations, clarifications, circulars and notifications made there under, to the extent in force pursuant to the notification of sections of the Companies Act, 2013;

“**Confidential Information**” means any and all non-public information disclosed by the Company to the Service Provider in any form or manner, verbal or written or electronically or by any other media or perceived by the Service Provider by any means or otherwise, including but not limited to, the Company’s technical or business information, non-public financial statements, unpublished price sensitive information, business activities, products, software, hardware, intellectual properties. Confidential Information shall also include any materials, models, data, documentation, processes, procedures, sales and marketing techniques, and development plans, business models and business forecasts, information related to customer, vendors, employees, pricing policies, advertising strategies. Confidential Information shared by the Company shall be deemed confidential whether marked as confidential or proprietary or not and under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. For abundant clarification, Confidential Information shall include any and all



information whether written, electronic or verbal, which is not generally known to the public, and which has or could have commercial value to the Company's business. It includes not only information disclosed by the Company during the discussions, negotiations but also information developed or learned by the Service Provider during the course of the purpose, whether or not indicated as confidential by the Company. It will not include any information which is disclosed in the Offer Documents.

**“Company Representatives”** shall collectively mean the Promoters, Directors, Key Managerial Personnel, officers of the Company and all other persons and/ or entities acting on behalf of the Company including, without limitation the Service Provider.

**“Offer Advertisement”** shall mean any Advertisement made by the Company, subject to the applicable provisions of the SEBI ICDR Regulations and the Companies Act, in connection with the Offer, *inter alia*, including any notices, addendum, corrigendum, statutory advertisement, announcement in relation to the filing of the DRHP with SEBI, advertisement for opening or closure of the Offer, announcement of floor price or price band as may be decided by the Company in consultation with the Lead Managers and advertisement for the Basis of Allotment and Offer Price including any corrigenda or addendum thereto.

**“Publicity Material”** includes corporate Advertisements, Offer Advertisements, and other Advertisements of the Company, interviews by its Promoters, Directors, duly authorized employees or other Company Representatives, documentaries about the Company, its Promoters, periodical reports and press releases in newspapers, pictures, films, any other print medium, radio, television programmes or in any other electronic medium including, but not limited to, online media.

**“Publicity Memorandum”** shall mean the memorandum setting out the guidelines and restrictions on publicity, prepared by the legal counsels and provided to the Company in connection with the Offer, as set out in Schedule V of this Agreement.

**“SEBI Directives”** shall refer to the directives issued by SEBI in relation to the price band advertisements, which includes the following:

- (a) The portion pertaining to *“Risks to Investors”* shall constitute at least 33% of the price band advertisement space.
- (b) The font size for price band and *“Risk to investors”* should be increased to match the font of BID/Offer Programme.
- (c) Matters related to ASBA and UPI may be brought subsequent to Price Band, Risks to Investors, Bid/ Offer Programme and other offer details, and can be of smaller font.
- (d) The portion pertaining to *“BRLMs”* shall not constitute more than 10% of the price band advertisement space.

**“Statutory Newspapers”** shall comprise all editions of an identified English newspaper, all editions of an identified Hindi newspaper and one newspaper in the regional language of the place where the registered office of the Company is situated, each with wide circulation and in which the pre-Offer advertisement is made by the Company pursuant to Regulation 43(1) of the SEBI ICDR Regulations.

## 2. ADDITIONAL DEFINED TERMS

For the purposes of this Agreement, the following terms have the meanings specified in the indicated provisions of this Agreement:

DEFINED TERM	PROVISION
Adverse Reporting	Clause 3.1.13
Agreement	Preamble
Effective Date	Preamble
Lead Managers	Recital A
BSE	Recital B
Company	Preamble
DRHP	Recital B
Draft Red Herring Prospectus	Recital B
Engagement Letter	Clause 5.1
Equity Shares	Recital A
NSE	Recital B
Offer	Recital A
Offered Shares	Recital A
Offer for Sale	Recital A
Offer Documents	Recital B
Parties	Preamble
Party	Preamble
PR	Clause 2
Prospectus	Recital B
Red Herring Prospectus	Recital B
Registrar of Companies	Recital B
Rule 144A	Recital A
Regulation S	Recital A
SEBI	Recital B
SEBI ICDR Regulations	Recital A
Securities Act	Recital A
Service Provider	Preamble
Stock Exchanges	Recital B

## SCHEDULE II | INTERPRETATION

Unless the context of this Agreement otherwise requires:

- (a) references to schedules are references to clauses of and schedules to this Agreement, references to paragraphs are, unless otherwise specified, references to paragraphs of the schedule in which the reference appears, and references to this Agreement include the schedules;
- (b) the recitals, schedules and annexures hereto shall constitute an integral part of this Agreement;
- (c) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) every reference to a particular statutory provision or other law shall be construed also as a reference to all other laws made under the law referred to and to all such laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other laws from time to time and whether before or after the date of this Agreement and includes any subordinate legislation made under the relevant statute or statutory provision;
- (e) words of any gender are deemed to include those of the other gender;
- (f) references to any Party to this Agreement or any other agreement or deed or instrument shall include its survivors, successors or permitted assignees;
- (g) words using the singular or plural number also include the plural or singular number, respectively;
- (h) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
- (i) the contents table, heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (j) the recitals are included for descriptive purposes only, are not legally binding and shall be ignored for the purposes of interpretation;
- (k) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision; the recitals, schedules hereto shall constitute an integral part of this Agreement;
- (l) any phrase introduced by the terms “other”, “including”, “include” and “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (m) unless otherwise specified, references to all Clauses and Sections are to the Clauses and Sections of this Agreement; and
- (n) time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

### **SCHEDULE III**

Details of print and electronic media controlled by a media group where the media group has a private treaty/ shareholders' agreement with the Company or the Promoters of the Company are as follows:

NIL

## SCHEDULE IV

*[On the letterhead of the Service Provider]*

**Date:** [●]

**Axis Capital Limited**

1<sup>st</sup> Floor, Axis House  
C-2, Wadia International Centre  
Pandurang Budhkar Marg, Worli  
Mumbai 400 025, Maharashtra

**ICICI Securities Limited**

ICICI Venture House  
Appasaheb Marathe Marg  
Prabhadevi  
Mumbai 400 025, Maharashtra

(Axis Capital Limited and ICICI Securities Limited collectively referred to as the “**BRLMs**”, or the “**Lead Managers**”)

Ladies and Gentlemen:

**Information with respect to the news reports for the proposed initial public offering of equity shares (“Equity Shares”) of LANDMARK CARS LIMITED (the “Company”, and such offering, the “Offer”)**

Pursuant to the Service Provider Agreement dated [●], 2022 (“**Agreement**”) between the Company and Concept Communication Limited, in the period between the date of filing the Draft Red Herring Prospectus with the Securities and Exchange Board of India, and the date of closure of the Offer, we, Concept Communication Limited confirm that there have been no news reports appearing in any of the following media, other than as mentioned in **Annexure I**:

- (a) newspapers mentioned in Regulations 43(1) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, being all editions of such statutory newspapers (English, Hindi and Gujarati also being the regional language of Ahmedabad, Gujarat where the Company’s registered office is situated), in this case, namely [●], [●] and [●], in which the pre-Offer advertisement was made by the Company; and
- (b) print and electronic media controlled by a media group where the media group has a private treaty/ shareholders’ agreement with the Company or its Promoter.

We further confirm that there are no print and electronic media controlled by a media group where the media group has a private treaty /shareholders’ agreement with the Company or the Promoter of the Company.

The certificate is true, correct and complete and may be relied upon by the Lead Managers and legal counsels in respect of the Offer.

In case, the information is untrue, incomplete or incorrect in any respect, the Service Provider shall, at its own cost and expense, indemnify, defend and hold the Lead Managers, its Affiliates and their directors, officers, management, representatives, advisors, agents, successors, permitted assigns or employees, free and harmless from and against any and all losses, liabilities, claims, demands, judgments, actions, costs and expenses including attorney’s fees and court costs arising

out of any such default on the part of the Service Provider, and/or its representatives, officers, directors, employees or other persons acting on its behalf. In case of any conflict between this paragraph and the Letter of Indemnity issued by the Service Provider to the Managers under the Agreement, the Letter of Indemnity shall prevail.

The maximum aggregate liability of the Service Provider together with its directors, partners, employees, Affiliates, associates or contractors towards the BRLMs under the Agreement (regardless of the form of action, whether in contract, negligence or otherwise) shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under the Agreement except in the event of fraud, willful misconduct and/ or gross negligence and/or willful default by the Service Provider.

This indemnity will survive the expiry/ termination of the Agreement.

We confirm that we will immediately inform the Lead Managers if any changes to the information stated in this certificate until the date on which Equity Shares commence trading on the stock exchanges. In the absence of any such communications, the information stated in this certificate should be taken as updated information. This confirmation may be relied upon by the legal counsels and Lead Managers in respect of the Offer.

This certificate and indemnity shall be governed by and construed in accordance with Indian laws.

Any dispute arising in relation to this certificate may be referred by the Lead Managers or the Service Provider to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended. The Lead Managers and the Service Provider shall appoint one arbitrator each and the two arbitrators so appointed shall jointly appoint the third arbitrator who shall be the presiding arbitrator within 15 (fifteen) days of receipt of the second arbitrator's confirmation of his/ her appointment. The place and seat of arbitration shall be Ahmedabad, India and the language of arbitration shall be English. The rights and obligations of the parties under, or pursuant to, this certificate, including the arbitration clause, shall be under the exclusive jurisdiction of the courts located at Ahmedabad, India. Subject to the above, the courts of Ahmedabad, India shall have the sole and exclusive jurisdiction in relation to any disputes arising out of this certificate.

All capitalised terms not specifically defined in this certificate will have the same meanings attributed to such terms in the Agreement.

Sincerely,

For and on behalf of **Concept Communication Limited**

---

**Authorized Signatory**

**Name:** Ravi Mehra

**Designation:** Executive Director

**Date:** [●]

**Annexure I**

<b>S. No.</b>	<b>News report details (Newspaper, edition, date)</b>	<b>Subject Matter</b>	<b>Whether the contents of the news report are supported by disclosures in the DRHP or advertisements made pursuant to the SEBI ICDR Regulations or information available on the website of the Stock Exchanges (Yes/No)</b>	<b>If yes, page numbers in the DRHP where the disclosures are made</b>	<b>If no, actions taken by the BRLMs</b>
a)	[•]	[•]	[•]	[•]	[•]
b)	[•]	[•]	[•]	[•]	[•]

## **SCHEDULE V**

### **Public communications, publicity materials, advertisements and research reports**

42. All public communication, publicity materials, advertisements and research reports shall comply with the provisions of **Schedule IX**.

#### **Extract of Schedule IX of SEBI ICDR Regulations:**

#### **Public communications and publicity materials**

1. Any public communication including advertisements, publicity material and research reports (referred to as public communication) issued or made by the issuer or its associate company, or by the lead manager(s) or their associates or any other intermediary connected with the issue or their associates, shall contain only such information as contained in the draft offer document/offer document and shall comply with the following:
  - (a) it shall be truthful, fair and shall not be manipulative or deceptive or distorted and it shall not contain any statement, promise or forecast which is untrue or misleading;
  - (b) if it reproduces or purports to reproduce any information contained in the draft offer document or draft letter of offer or offer document, as the case may be, it shall reproduce such information in full and disclose all relevant facts not to be restricted to select extracts relating to that information;
  - (c) it shall be set forth in a clear, concise and understandable language;
  - (d) it shall not include any issue slogans or brand names for the issue except the normal commercial name of the issuer or commercial brand names of its products already in use or disclosed in the draft offer document or draft letter of offer or offer document, as the case may be;
  - (e) it shall not contain slogans, expletives or non-factual and unsubstantiated titles;
  - (f) if it presents any financial data, data for the past three years shall also be included along with particulars relating to revenue, net profit, share capital, reserves / other equity (as the case may be), earnings per share, dividends and the book values, to the extent applicable;
  - (g) issue advertisements shall not use technical, legal or complex language and excessive details which may distract the investor;
  - (h) issue advertisements shall not contain statements which promise or guarantee rapid increase in revenue or profits;
  - (i) issue advertisements shall not display models, celebrities, fictional characters, landmarks, caricatures or the likes;
  - (j) issue advertisements on television shall not appear in the form of crawlers (advertisements which run simultaneously with the programme in a narrow strip at the bottom of the television screen) on television;
  - (k) issue advertisements on television shall advise the viewers to refer to the draft offer document or offer document, as the case may be, for the risk factors;



- (l) an advertisement or research report containing highlights, shall advise the readers to refer to the risk factors and other disclosures in the draft offer document or the offer document, as the case may be, for details in not less than point seven size;
  - (m) an issue advertisement displayed on a billboard/banners shall contain information as specified in Part D of Schedule X;
  - (n) an issue advertisement which contains highlights or information other than the details contained in the formats as specified in Schedule X shall prominently advise the viewers to refer to the draft offer document and offer document for details and risk factors.
2. All public communications issued or published in any media during the period commencing from the date of the meeting of the board of directors of the issuer in which the public issue is approved till the date of filing draft offer document with the Board shall be consistent with its past practices:

Provided that where such public communication is not consistent with the past practices of the issuer, it shall be prominently displayed or announced in such public communication that the issuer is proposing to make a public issue of specified securities in the near future and is in the process of filing a draft offer documents.

3. All public communications issued or published in any media during the period commencing from the date of filing draft offer document or draft letter of offer till the date of allotment of securities offered in the issue, shall prominently disclose that the issuer is proposing to make a public issue or rights issue of the specified securities and has filed the draft offer document or the draft letter of offer or has filed the offer document or letter of offer , as the case may be, and that it is available on the websites of the Board, lead manager(s) and stock exchanges.

Provided that requirements of this sub-regulation shall not be applicable in case of advertisements of products or services of the issuer.

4. The issuer shall make a prompt, true and fair disclosure of all material developments which take place between the date of filing offer document and the date of allotment of specified securities, which may have a material effect on the issuer, by issuing public notices in all the newspapers in which the issuer had released pre-issue advertisement under applicable provisions of these regulations;
5. The issuer shall not, directly or indirectly, release, during any conference or at any other time, any material or information which is not contained in the offer document.
6. For all issue advertisements and public communications, the issuer shall obtain the approval from the lead manager(s) responsible for marketing the issue and shall also provide copies of all issue related materials to all lead manager(s).
7. Any advertisement or research report issued/ made by the issuer/cause to be issued by the issuer or its associate company (as defined under the Companies Act, 2013), or by the lead manager(s) or their associates (as defined in the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992) or any other intermediary connected with the issue or their associates (as defined under Securities and Exchange Board of India (Intermediaries) Regulations, 2008) shall comply with the following:
- (a) it shall be truthful, fair and shall not be manipulative or deceptive or distorted and it shall not contain any statement, promise or forecast which is untrue or misleading;

- (b) if it reproduces or purports to reproduce any information contained in the draft an offer document or draft letter of offer or offer document, as the case may be, it shall reproduce such information in full and disclose all relevant facts not to be restricted to select extracts relating to that information;
  - (c) it shall be set forth in a clear, concise and understandable language;
  - (d) it shall not include any issue slogans or brand names for the issue except the normal commercial name of the issuer or commercial brand names of its products already in use or and disclosed in the draft offer document or draft letter of offer or offer document, as the case may be;
  - (e) if it presents any financial data, data for the past three years shall also be included along with particulars relating to sales, gross profit, net profit, share capital, reserves, earnings per share, dividends and the book values, to the extent applicable;
  - (f) no advertisement shall use extensive technical, legal terminology or complex language and excessive details which may distract the investor;
  - (g) no issue advertisement shall contain statements which promise or guarantee rapid increase in profits;
  - (h) no issue advertisement shall display models, celebrities, fictional characters, landmarks or caricatures or the likes;
  - (i) no issue advertisement shall appear in the form of crawlers (the advertisements which run simultaneously with the programme in a narrow strip at the bottom of the television screen) on television;
  - (j) in any issue advertisement on television screen, the risk factors shall not be scrolled on the television screen and the advertisement shall advise the viewers to refer to draft offer document or draft letter of offer or offer document, as the case may be, or other documents, the red herring prospectus or other offer document for details;
  - (k) no issue advertisement shall contain slogans, expletives or non-factual and unsubstantiated titles;
  - (l) if an advertisement or research report contains highlights, the advertisement or research report, as applicable, shall prominently advise the viewers to refer to the draft offer document or draft letter of offer or offer document, as the case may be, for details contains highlights, it shall also contain risk factors with equal importance in all respects including print size of not less than point seven size;
  - (m) an issue advertisement displayed on a billboard shall not contain information other than that specified in Part D of Schedule X;
  - (n) an issue advertisement which contains highlights or information other than the details contained in the format as specified in Schedule X shall prominently advise the viewers to refer to the offer document for details and risk factors.
8. No public information with respect to the issue shall contain any offer of incentives, to the investors whether direct or indirect, in any manner, whether in cash or kind or services or otherwise.

9. No advertisement relating to product or service provided by the issuer shall contain any reference, directly or indirectly, to the performance of the issuer during the period commencing from the date of the resolution of the board of directors of the issuer approving the public issue till the date of allotment of specified securities offered in such issue.
10. No information which is extraneous to the information disclosed in the draft offer document or offer document, as the case may be, or otherwise, shall be given by the issuer or any member of the issue management team or syndicate to any particular section of the investors or to any research analyst in any manner whatsoever, including at road shows, presentations, in research or sales reports or at bidding centres.
11. The lead manager(s) shall submit a compliance certificate in the format specified in Part E of Schedule X for the period between the date of filing the draft offer document and the date of closure of the issue, in respect of news reports appearing in any of the following media:
  - (a) newspapers mentioned in these regulations;
  - (b) print and electronic media controlled by a media group where the media group has a private treaty or shareholders' agreement with the issuer or promoters of the issuer.

**Explanation:** For the purpose of this schedule:

- (I) "public communication or publicity material" includes corporate, issue advertisements of the issuer, interviews by its promoters, directors, duly authorized employees or representatives of the issuer, documentaries about the issuer or its promoters, periodical reports and press releases.
- (II) Any advertisement issued by the issuer shall be considered to be misleading, if it contains:
  - (a) Statements made about the performance or activities of the issuer without necessary explanatory or qualifying statements, which may give an exaggerated picture of such performance or activities.
  - (b) An inaccurate portrayal of past performance or its portrayal in a manner which implies that past gains or income will be repeated in the future.

**Extract of Section 30 of the Companies Act, 2013, as amended**

**Section 30- Advertisement of prospectus**

Where an advertisement of any prospectus of a company is published in any manner, it shall be necessary to specify therein the contents of its memorandum as regards the objects, the liability of members and the amount of share capital of the company, and the names of the signatories to the memorandum and the number of shares subscribed for by them, and its capital structure.

**SCHEDULE VI**

**LETTER OF INDEMNITY**

*[stamped and executed separately]*