

ISSUE AGREEMENT

**FOR INITIAL PUBLIC ISSUE OF
PARADEEP PARIVAHAN LIMITED**

BETWEEN

**[PARADEEP PARIVAHAN LIMITED]
(Issuer Company)**

AND

**SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED
(Book Running Lead Manager)**

DATED [AUGUST] [23], [2024]



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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE MEMORANDUM OF UNDERSTANDING EXECUTED BETWEEN PARADEEP PARIVAHAN LIMITED ("ISSUER COMPANY", "THE COMPANY"); AND SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED ("BOOK RUNNING LEAD MANAGER", "BRLM")



For Paradeep Parivahan Limited

[Handwritten Signature]
Director



ଓଡ଼ିଶା ओड़िशा ODISHA

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE MEMORANDUM OF UNDERSTANDING EXECUTED BETWEEN PARADEEP PARIVAHAN LIMITED ("ISSUER COMPANY", "THE COMPANY"); AND SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED ("BOOK RUNNING LEAD MANAGER", "BRLM")



For Paradeep Parivahan Limited

[Handwritten Signature]
Director

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOOK RUNNING LEAD MANAGER TO THE ISSUE AND THE COMPANY

THIS MEMORANDUM OF UNDERSTANDING made at Paradip, Odisha on 23rd August, 2024 between

PARADEEP PARIVAHAN LIMITED (formerly known as 'Paradeep Parivahan Private Limited), a Company incorporated under the Companies Act, 1956 and having its Registered Office at Room No 204 Above OBC Bank Street Port Town Paradeep, Jagatsinghpur - 754142, Odisha, India (hereinafter referred to as "Paradeep Parivahan Limited", "PPL" or "Issuer Company") which expression shall, unless it be repugnant the context or meaning thereof be deemed to mean and include its successor; and permitted assigns, of the **FIRST PART**;

AND

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, a Company incorporated under Companies Act, 2013 and having SEBI registration number INM000012537 and having its registered office at A-15, Basement, Sector-64, Noida – 201301, Uttar Pradesh, India (hereinafter referred to as "Share India" or "Book Running Lead Manager" or "BRLM"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **SECOND PART**;

WHEREAS:

- A. The Company proposes a Public Issue of upto 47,30,000 equity shares of face value ₹ 10.00 each at an issue price of ₹ [●] each (including a premium of ₹ [●] each) comprising of a fresh issue of upto 47,30,000 Equity Shares aggregation to ₹ [●] Lakhs ("**The Fresh Issue**") through book-built method ("**Book Built Method**") in accordance with Chapter IX of SEBI (ICDR) Regulation, 2018 and applicable Indian Securities law ("**The Issue**").
- B. The Company has approached BRLM to manage the Issue and BRLM has accepted the engagement, inter-alia, subject to the Company entering into a Memorandum of Understanding for the purpose being these present:

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

1. The Issue would be managed by BRLM.
2. Any change by way of addition to and deletion from the Issue Management team may be affected in prior consultation with BRLM.
3. The Company hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "**the Board**") and other relevant statutes to enable it to make the Issue. The Company also undertakes to comply with the following requirements as and where applicable before opening of the Subscription List:
 - a. Approval of lenders regarding the Issue.
 - b. Necessary Clearances from Government / Statutory Bodies / Municipal Authorities regarding the Project.



4. The present Issue has been authorized pursuant to a resolution of our Board dated June 05, 2024 and by Special Resolution passed under Section 62(1)(C) of the Companies Act, 2013 at an Extra-Ordinary General Meeting of our shareholders held on June 07, 2024.
5. The Company undertakes and declares that any information made available to BRLM or any statement made in the Issue Documents shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.
6. The Company also undertake to furnish complete audited report(s) (in case of a corporate body), other relevant documents, papers, information relating to pending litigations, etc., to enable BRLM to corroborate the information and statements given in the Issue Documents.
7. The Company accepts full responsibilities to update the information provided earlier and duly communicate to BRLM in cases of all changes in materiality of the same subsequent to submission of the issue document to SEBI but prior to opening date of Issue.
8. The Company accepts full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Issue.
9. The Company shall, if so required, extend such facilities as may be called for by the BRLM to enable it to visit the plant site, office of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company including the progress made in respect of the project implementation, status and other facts relevant to the Issue.
10. The Company shall extend all necessary facilities to BRLM to interact on any matter relevant to the Issue with the solicitors/legal advisors, auditors, co-managers, consultants, advisors to the Issue, the financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the Issue in any capacity whatsoever.
11. The Company shall ensure that all advertisements prepared and released by the Advertising Agency or otherwise in connection with the Issue confirms to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by BRLM from time to time and that they shall not make any misleading or incorrect statements in any public communication or publicity material including corporate, product and Issue advertisements of the Company, interviews by its promoters, directors, duly authorised employees, representatives of the issuer, documentaries about the Company or its promoters, periodical reports and press releases issued by the Company or research report made by the Company, any intermediary concerned with the Issue or their associates or at any press, brokers' or investors' conferences.
12. The Company shall not, without prior approval of BRLM, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Issue such as Advertising Agencies, Printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates/ debenture certificates, refund orders/ unblocking of funds or other instruments, circulars or advices.
13. The Company shall, whenever required and wherever applicable, in consultation with BRLM, enter into an agreement with the concerned intermediary associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to BRLM.



14. The Company shall take such steps as are necessary to ensure the completion of allotment and despatch of letters of allotment and refund orders/ unblocking of funds to the applicants including Non-Residents Indians soon after the basis of allotment is approved by the Designated Stock Exchanges but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 1956 and 2013 as disclosed in the Issue Document.
15. The Company shall take steps to pay the underwriting commission and brokerage to the underwriters and stock brokers, etc., within the time specified in any agreement with such underwriters, stock brokers, etc. or within a reasonable time.
16. The Company undertakes to furnish such information and particulars regarding the Issue as may be required by BRLM to enable them to file a report with SEBI in respect of the Issue.
17. The Company shall keep BRLM informed if it encounters any problem due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Company from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of Refund Orders/ Unblocking of Funds, Share Certificates, Debenture Certificates, Demat Credit, etc.
18. The Company shall not resort to any legal proceedings in respect of any matter having a bearing on the Issue except in consultation with and after receipt of advice from BRLM.
19. The Company shall, in consultation with BRLM, file the Issue Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Issue Opening Date.
20. BRLM shall have the right:
 - ⇒ To call for complete details from the promoters of all firms in which the Company and their promoters / directors are connected in any way.
 - ⇒ To call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Issue are true and correct.
 - ⇒ To withhold submission of the Draft Issue Document /Issue Document to SEBI in case any of the particulars, information, etc., called for is not made available by the company.
21. The responsibility of BRLM would be limited to the activities as agreed upon in Inter-se-allocation of responsibilities.
22. The services rendered by BRLM are on best efforts basis and in an advisory capacity. BRLM shall not be held responsible for any acts or omissions by the Company.
23. Any action in connection with the Issue, on behalf of or by the Company, shall be subject to prior consultation of BRLM.
24. The Company hereby indemnify and keep indemnified BRLM, at all times from any claim or demand arising out of or in connection with or in relation to the Issue and holds BRLM harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.



25. The Company shall, in mutual consultation, agree and abide by the advice of BRLM to suitably defer / postpone the issue in the event of any happenings which in the opinion of BRLM would tend to paralyse or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Issue.
26. BRLM shall have the right to withdraw from the Issue if it is felt that it is against the interest of the investors. I.e. if BRLM finds non-compliances of SEBI (ICDR) Regulations, 2018 and any other major violations of the Laws of the Land by the Company and Company related entities.
27. The Company shall refund moneys raised in the Issue to the applicants if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The Company shall pay requisite interest an Agreement if so, required under the laws or direction or order of the Board.
28. Time Frame: The assignment is expected to be completed in the shortest/quickest possible time. However, it is to be distinctly understood that the pace of the progress of the transaction would depend on the time taken for statutory clearances and the flow of information from the Company/Promoters and top management.
29. For Services rendered, the Company shall pay to Share India Services Private Limited a fee as per the mandate letters signed between them.

Underwriting Fees shall be as per agreement to be entered mutually.

30. In the event of breach of any of the conditions mentioned above, BRLM shall have the absolute right to take such action as it may in its opinion determine including but not limited to withdrawing from the Issue Management. In such an event the Company will be required to reimburse all costs and expenses incurred as determined mutually and also such fee for services rendered till such date of withdrawal, as may be determined mutually by the Company and BRLM.
31. If any dispute or difference shall arise between the parties to this agreement as to the interpretation of this agreement or any covenants or conditions thereof or as to the rights, Duties or liabilities of any parties hereunder or as to any act, matter or thing arising out of or under this agreement (even though the agreement may have been terminated) and the same shall be referred to a mutually agreed arbitrator who shall proceed as per Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration shall be Noida, Uttar Pradesh and the language to be used in the arbitral proceedings shall be English / Hindi.
32. Confidentiality: All information provided by the Company would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the Issue Document to confirm to SEBI Regulations.

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

Termination Clause

The agreement shall be valid for a period of one year from the date of signing of agreement and may be extended for a further period by mutual agreement between the parties.

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




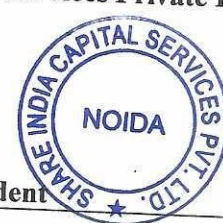


- I. Mutual Consent between Our Company & Share India; or
- II. By either Our Company or Share India upon giving 60 days written notice thereof to the other party; or
- III. By Completion of the Transaction
- IV. If Our Company decided not to proceed with the Transaction, on receipt of such information by Share India.


In case of expiry of the Agreement or in case the Company terminates this Agreement, the Agreement incurred by Share India Services Private Limited up to the date of termination of the Agreement will only be considered valid. Notwithstanding the above, if the IPO is not proceeded with or is abandoned by the Company before filing but after completion of preparation of the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus, the fees upon Filing of the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus shall be payable to Share India Services Private Limited by the Company. Similarly, after receipt of Stock Exchange approval, if Company does not proceed with the IPO, 50% of the remaining fees shall be payable to Share India Services Private Limited by the Company.



IN WITNESS WHEREOF the parties here to have set their hands on the day and the year herein above written.

<p>For and on behalf of Paradeep Parivahan Limited</p> <p> Mr. Pravat Kumar Nandi DIN: 01957949 (Director)</p> <p></p>	<p>For and on behalf of Share India Capital Services Private Limited</p> <p> Mr. Kunal Bansal Associate Vice President</p> <p></p>
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Witness:

Sr. No.	Name	Complete Address	Signature
1.	Sidhant Sankar Biswal	A7/PO-Terohi, VIA-AIVA PO-Pattamundai, Dist-Kendrapara 754217	
2.	Esha Agarwal	Atar Homes PG, Sector-66, Manasa, Noida	