



February 07, 2023

PRAMARA PROMOTIONS LIMITED

A 208 BOOMERANG EQUITY BUSSI PARK
CTS NO 4 ETC CHANDIVALI FARM ROAD
SAKINAKA ANDHERI EAST MUMBAI- 400072

Dear Sir,

Sub: Proposed Listing of the equity shares of the Company on the SME Platform of Stock Exchange

We refer to the discussion we have had with you in connection with your proposal to list the equity shares of PRAMARA PROMOTIONS LIMITED ("PPL" or "the Company") on SME Platform of Stock Exchange which is being under consideration by the management.

In this context, we, Fedex Securities Private Limited (hereinafter referred to as FEDEX or Lead Manager or Manager) is pleased to offer our services as Lead Manager to the proposed listing of the equity shares of PPL ("Issuer" or "Issuer Company" or "Company" or "You")

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

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! **Scope of work**

1. Structuring the Listing under the prevailing framework of the provisions of the Companies Act, 2013 and the Rules framed there under, provisions of the Regulations / guidelines issued by the Securities and Exchange Board of India (SEBI), more particularly SEBI (ICDR) Regulations, as amended and SEBI (Listing Obligations and Disclosure Requirements) Regulations, as amended till date.
2. Assisting in arriving at an appropriate capital structure through bonus issue, rights issue or preferential allotment, wherever required to be made before listing and dematerialization of the shares of the Company, if held in physical form;
3. Assisting in complying with various secretarial and regulatory requirements to the extent necessary for listing of the equity shares of the Company on the SME Platform of Stock Exchange;
4. Co-ordinating with Peer Review Auditors for restatement of the accounts of the Company as required under the SEBI (ICDR) Regulations;
5. Due diligence and ensuring compliance with regulatory requirements and completion of prescribed formalities with SEBI and Stock Exchanges which would interalia includes getting the accounts of the Company audited by peer reviewed auditor.
6. Arriving at the IPO price based on various valuation parameters, including an analysis of peer companies, their multiples, etc as may be required under SEBI (ICDR) Regulations and to arrive at the Issue Size based on the discussion with the management of the Company;
7. Drafting of IPO documents, which would include the Draft Prospectus and Prospectus, Board Resolutions, Shareholders Resolutions, Application forms, certificates, communication to be made to various authorities like the Stock Exchange, SEBI,

Bankers, Intermediaries, etc.;

8. To carry out Company background check and visit the Company office and factory premises;
9. Assisting in drafting and execution of agreements/understanding with various intermediaries, Underwriting Agreement, Tripartite agreement with NSDL, CDSL, and Registrar to the Issue; Market making Agreement, Agreement with Bankers to the Issue, Agreement with Stock Exchange for use of various facilities;
10. Drafting the Issue Advertisements;
11. Assisting you in finalizing any Publicity Material which shall invariably be in conformity with the regulatory requirements, guidelines;
12. Assistance in making representations before HNI's / Institutional Investors, holding press conference, preparation and assistance in research analyst meet;
13. Generally assisting you in complying with the Regulatory requirements;
14. Designing the time frame/activity schedule for the entire process, in consultation with you and ensuring compliance with the SEBI Regulations/listing Agreement in this regard.
15. Filing of Offer Documents with SEBI, Stock Exchange, RoC and coordinating with them for their approval;
16. Assisting in the post issue formalities like completing allotment of the shares, drafting and filing of listing applications, obtaining listing and trading approvals;
17. Drafting the post issue announcements/advertisements;
18. Complying with any specific instructions by SEBI / Stock Exchange in connection with the Issue;
19. Filing reports with SEBI and/or Stock Exchange as may be required; and

In carrying out the above activities, FEDEX would require necessary assistance and co-operation of the Issuer Company, its promoters, Directors, Compliance Officer, Group Companies / entities etc.

Scope Limitations

Our Scope of Service under this Letter of Engagement is restricted to the services specified herein above and does not cover any other services including, illustratively, the following:

1. Advisory services related to tax and/or secretarial compliance;
2. Audit of the financials or operation of the Company;
3. Legal/ business/Accounting advise and / or seeking any opinion;
4. Valuation of immovable assets of the Company;
5. Any certification services;
6. Services in connection with refund of security deposit;
7. Underwriting of the Issue, which would be undertaken based on a separate Memorandum of Understanding.

II Personnel

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

III Fees and Payment Terms

For this engagement, the Company shall pay to LM a Merchant Banker fee of Rs. 40,00,000.

Additionally, we would separately charge for out-of-pocket expenses incurred by us during the course of providing our scope of services. We would seek prior approval from you for

any travel related expenses. Further, GST as applicable would be charged on all our invoices.

IV Payments

All payments to be made by the Issuer under this agreement shall be made in the name of Fedex Securities Private Limited payable at Mumbai. Further applicable Goods and Services Tax and other statutory levies, if any shall be payable at the applicable rates by the Company.

Name	Fedex Securities Private Limited
Address	B7, 3 rd Floor, Jay Chambers, Dayaldas Road, Vile Parle East Mumbai – 400057
GST No	27AAACF0959N1ZA
PAN No	AAACF0959N
Bank Name	The Federal Bank Limited
Bank Account Number	13930200004896
IFSC	FDRL0001393
Bank Address	Vile Parle - East Mumbai - 400057, Maharashtra, India

V Terms and Termination

FEDEX 's agreement to act as Lead Manager to the Issue would commence as of the date of this agreement and would continue until the closure of this transaction defined as the event of dispatch of Refunds if any, and obtaining Listing & Trading approval from Stock Exchange, unless terminated earlier pursuant to this Section.

This agreement may be terminated by either the Issuer or the Lead Manager to the Issue with or without cause upon giving 30 days written notice thereof to the other party in accordance with Section V hereof. No such termination would affect (i) FEDEX 's right to receive the fee accrued prior to such termination (ii) receive reimbursement of out of pocket expenses incurred prior to such termination as set forth above or (iii) the provision of this Agreement relating to keeping information confidential.

VI Notices

Any notice between the parties hereto relating to this Agreement shall be effective upon receipt and shall, except as otherwise expressly provided herein, be sent by hand delivery, by first class mail or airmail, or by facsimile transmission to:

If to the Lead manager to the Issue

Mr. Uday Nair Fedex Securities Private Limited Sebi Regn. No.: INM 000010163 B7, 3 rd Floor, Jay Chambers, Dayaldas Road, Vile Parle- East Mumbai – 400057 Telephone: +91 9004291069 E mail Id: mb@fedsec.in

If to the Issuer Company:

Rohit Lamba A 208 BOOMERANG EQUITY BUSSI PARK CTS NO 4 ETC CHANDIVALI FARM ROAD SAKINAKA ANDHERI EAST MUMBAI Mumbai City MH 400072 Email id: rohit@pramara.com

VII Information

The Issuer agrees to provide to the Lead Manager to the Issue all financial, legal, statutory, project and activity related, Company related, personnel related, Directors and key personnel related and other information requested by them for the purpose of the assignment.

performing the services outlined above, FEDEX will be entitled to rely upon and assume, without independent verification, the accuracy and completeness of all information that is available from public sources and of all information that has been furnished to them by the Issuer Company, its Promoters, Directors, Key personnel, Compliance Officer, Group Companies / Ventures, Auditors, Legal Advisors, Bankers etc. or otherwise reviewed by them and shall have no obligation to verify the accuracy or completeness of any such information or to conduct any appraisal of any assets. The Issuer also agrees to enter into a Memorandum of Understanding with FEDEX before the filing of the IPO Offer Document with SEBI

VIII Confidentiality

The Lead Manager to the Issue agrees from the date hereof to treat as confidential this agreement and any information relating specifically to the transaction that is (i) disclosed to FEDEX for the purpose of the execution of this engagement, by any employee, officer of the Issuer or of/from any other entities involved, or (ii) developed by the Lead Manager to the Issue in the execution of this engagement, except that the foregoing shall not apply:

- To any information made public with the prior consent of the Issuer.
- To any Information which, prior to its disclosure to the Lead Manager in connection with this engagement was already in the possession of the Lead Manager.
- To any information which is or comes into public domain or comes into the possession of the Lead Manager to the Issue other than in breach of any confidentiality obligation of which the Lead Manager to the Issue is aware.
- To any disclosure pursuant to any Law or Order of any court or pursuant to any direction, request or requirement (whether or not having the force of Law) of any central bank or any governmental, regulatory, supervisory or other authority (including, without limitation of any official bank examiners or regulators)
- To the extent that the Lead Manager to the Issue needs to disclose the same with respect to any proceeding for the protection or enforcement of any of its rights arising out this agreement.
- To any disclosure to their Auditors or professionals who will themselves are bound by the same confidentiality Agreement.

Save insofar as the Lead Manager to the Issue is prohibited from so doing, the Lead Manager to the Issue agrees to inform the Issuer of any statutory, legal, or regulatory provisions requiring disclosure, a reasonable period of time prior to such disclosure and of the information disclosed subsequent to such disclosure.

IX Governing Law

These terms and conditions, the rights and obligation of the Parties hereto, and any claims or disputes relating thereto, will be governed by and construed in accordance with the laws of Republic of India.

X Arbitration

If any dispute, difference or claim arises between the Parties (the "Disputing Parties") hereto in connection with the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or to be done or omitting to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within fifteen business days after a written request by any Disputing Party to commence discussions then the dispute shall be referred for final resolution to a sole arbitrator. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, or its statutory modifications, amendments or re-enactments thereof. and shall be conducted in

English. The arbitration shall take place in Mumbai, India. The Award of the Arbitrator shall be final and binding upon the parties.

Any reference of any disputes, difference or claim to arbitration under this Agreement shall not affect the performance by the Parties of their respective obligations under this Agreement other than the obligations relating to the dispute, difference or claim referred to arbitration.

XI Severability

If any provision or any portion of a provision of these terms and conditions is or becomes invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire terms and conditions, but rather the entire terms and conditions will be construed as if not containing the particular invalid or unenforceable provision thereof, and the rights and obligation of the Parties will be construed and enforced accordingly. In such an event, the parties will use best reasonable efforts to negotiate and implement a substitute provision which is valid and enforceable and which is as nearly as possible to the invalid or unenforceable provision and which gives the parties benefits similar to the invalid or unenforceable provision.

XII Binding Effect, Entire Understanding

These terms and conditions will be binding on and inure to the benefit of the Parties hereto, their successors, and permitted assignees. These terms and conditions supersede and replace any and all prior contracts, understandings or arrangements, whether oral or written, between the Parties and relating to the subject matter hereof, and constitute the entire understanding of the Parties with respect to the subject matter of these terms and conditions.

XIII Indemnity

- a. The Issuer company, its Promoters, Directors and key personnel shall indemnify and hold harmless FEDEX, their respective affiliates and all the respective directors, officers, employees, agents and controlling persons (FEDEX and each such person being an indemnified party) at all times, from and against any claims, actions, losses, damages, penalties, expenses, suits, or proceedings of whatever nature made, suffered or incurred to which such indemnified party may become subject under any applicable laws including the law of any applicable foreign jurisdiction or otherwise consequent upon or arising directly out of or in connection with or in relation to the Issue arising out of any untrue statement or alleged untrue statement of a material fact contained in any information (whether oral or written) or documents, including without limitation the preliminary Letter of Offer, Letter of Offer, company information and public information furnished or made available by the Issuer directly through any indemnified party or otherwise to any applicant for the securities or any of their representatives or the omission or the alleged omission to state therein a material fact necessary in order to make the statements therein not misleading in the light of the circumstances under which they were made, provided however that the Issuer will not be liable (under the forgoing clause) hereof to the extent that any loss, claim, damage or liability has resulted solely and directly from FEDEX, as the case, may be, bad faith or gross negligence or willful misconduct in performing the services described above.
- b. Such indemnity shall be without any restriction as to quantum of financial compensation to be paid to the indemnified party (ies) and/or the litigation expenses to be borne by indemnified parties in defending their cases. The Issuer, its Promoters, Directors and key personnel shall indemnify and hold harmless the indemnified party (ies) from and against any loss or liability (as stated in XIII (a) above) by reason of settlement of any action effected with the consent of the Issuer.

The foregoing correctly sets forth the Agreement between the Issuer and FEDEX

Any dispute will be settled as per the Laws of the Union of India within the jurisdiction of the

City of Mumbai, India.

A detailed Memorandum of Understanding (MOU) will be signed between the Issuer and Lead Manager to the Issue before finalization of the IPO Offer document and eventual filing with SEBI for its Observations.

We request you to kindly sign and return the enclosed copy of this letter, whereupon it shall become a binding Agreement among the Parties.

Yours faithfully,

For Fedex Securities Private Limited



Yash Kadakia
Director

Accepted

Accepted

For PRAMARA PROMOTIONS LIMITED



Rohit Lamba
Director

DIN: 01796007

