



# INDIA NON JUDICIAL Government of Uttar Pradesh



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e-Stamp



Certificate No. : IN-UP05696864526450Y  
Certificate Issued Date : 26-Sep-2026 12:35 PM  
Account Reference : NEWIMPACC (SV)/ up14881904/ LUCKNOW SADAR/ UP-LKN  
Unique Doc. Reference : SUBIN-UPUP1488190402307222251200Y  
Purchased by : ABACUS LIFESTYLE BRANDS LIMITED  
Description of Document : Article 5 Agreement or Memorandum of an agreement - Registerable  
Property Description : AGREEMENT  
Consideration Price (Rs.) :  
First Party : ABACUS LIFESTYLE BRANDS LIMITED  
Second Party : GRETEX CORPORATE SERVICES LIMITED  
Stamp Duty Paid By : ABACUS LIFESTYLE BRANDS LIMITED  
Stamp Duty Amount(Rs.) : 600  
(Six Hundred only)



Please write or type below this line

THIS STAMP PAPER FORMS AN INTERGRAL PART OF AN ISSUE AGREEMENT BETWEEN ABACUS LIFESTYLE BRANDS LIMITED ("THE COMPANY" / "ISSUER" / "ABACUS"/ "ALBL") AND GRETEX CORPORATE SERVICES LIMITED ("BOOK MANAGER" / "GRETEX"/ "GCSL").

For Abacus Lifestyle Brands Limited  
For ABACUS LIFESTYLE BRANDS LTD.

*Sunit Kumar Mishra*  
DIRECTOR

Mr. Sunit Kumar Mishra  
Managing Director  
DIN: 05124540

For Gretex Corporate Services Limited

*Arvind Harlalka*

Mr. Arvind Harlalka  
Whole Time Director  
DIN: 00494136



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Statutory Alert:

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**ISSUE AGREEMENT BETWEEN THE COMPANY AND THE BOOK RUNNING LEAD MANAGER TO THE ISSUE**

**THIS ISSUE AGREEMENT ("AGREEMENT") IS MADE ON SEPTEMBER 26, 2026 LUCKNOW, UTTAR PRADESH BY AND BETWEEN,**

**ABACUS LIFESTYLE BRANDS LIMITED** having CIN: **U74101UP2011PLC047839** a Company incorporated under the Companies Act, 1956 and having its registered office at House No. B-102, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh, India, -226010, (hereinafter referred to as **"the Company"** / **"Issuer"** / **"Abacus"** / **"ALBL"**) 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**

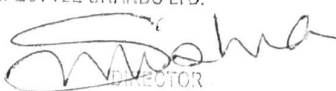
**GRETEX CORPORATE SERVICES LIMITED**, having CIN: **174999MH2008PLC288128** a Company registered under the Companies Act, 1956 and having its at Registered Office at A-401, Floor 4th, Plot FPI-616, (P), Naman Midtown, Senapati Bapat Marg, Near Indiabulls, Dadar (W), Delisle Road, Mumbai - 400013, Maharashtra, India, (hereinafter referred to as the **"Book Running Lead Manager"** / **"BRLM"** / **"Gretex"** / **"GCSL"**) 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**.

The Book Running Lead Manager have represented and confirmed that they hold valid certificate of Registration as Category I Merchant Banker issued by Securities & Exchange Board of India (SEBI).

The **'Company'** and the **'BRLM'** are collectively referred to as the **"Parties"** and individually as a **"Party"**

**WHEREAS:**

- A. The Company is proposing to undertake an initial public issue of equity shares of ₹ 10/- each (the **"Equity Shares"**) of the Company comprising a fresh issue of upto **65,00,000** Equity Shares by the Company (the **"Fresh Issue"**) (the Fresh Issue shall collectively be referred to as the **"Issue"**, unless the context so requires to be issued to the public through the book building method (the **"Book Building Process"**), in accordance with the Companies Act, 1956, Companies Act 2013 and as amended, (the **"Companies Act"**), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (the **"SEBI ICDR Regulations"**) and such other applicable laws at such price as may be determined or discovered based on the Book Building Process and as agreed to by the Company in consultation with Gretex Corporate Services Limited (referred to as the **"Book Running Lead Manager"** or **"BRLM"**) (the **"Issue Price"**).
- B. The Issue will be made (i) within India to Indian Institutional, Non-Institutional and Individual Investors with applicable Indian laws and regulations, including those issued by the Securities and Exchange Board of India (SEBI), and (ii) outside India to eligible investors in offshore transaction in compliance with applicable laws and regulations of the relevant jurisdictions.
- C. The Company has approached **Gretex Corporate Services Limited** to manage the Issue as the Book Running Lead Manager (**"BRLM"**) on an exclusive basis. The BRLM has accepted the mandate in terms and conditions of its Mandate Letter with **The Company** (the **"Mandate Letter"**) subject to the terms and conditions set out there in subject to the Company entering into a Issue Agreement for the purpose being these present.
- D. Pursuant to the SEBI ICDR Regulations, the BRLM are required to enter into this Agreement with the Company to record certain terms and conditions for, in connection with the Issue.

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| <b>For Abacus Lifestyle Brands Limited</b><br><br>For ABACUS LIFESTYLE BRANDS LTD.<br><br><b>Mr. Sunit Kumar Mishra</b><br>Managing Director<br>DIN:05124540 | <b>For Gretex Corporate Services Limited</b><br><br><br><br><b>Mr. Arvind Harlalka</b><br>Whole Time Director<br>DIN:00494136 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

1. The Issue would be lead and managed by the GCSL solely.
2. Any change by way of addition to and deletion from the Issue Management team may be affected in prior consultation with the GCSL.
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 as amended from time to time 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 Meeting dated September 10, 2026, and by Special Resolution passed under Section 62(1)(c) of the Companies Act, 2013 at an Annual General Meeting of our shareholders held as on September 23, 2026.
5. The Company undertakes and declares that any information made available to the GCSL or any statement made in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus (collectively referred to as "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 undertakes to furnish complete audited report(s) (in case of a corporate body), other relevant documents, papers, information relating to pending litigations, etc., to enable the GCSL 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 the GCSL 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 Issuer Company shall fully cooperate with the GCSL in order to complete its due diligence.
9. 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.
10. The Company shall, if so required, extend such facilities as may be called for by the GCSL 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.
11. The Company shall extend all necessary facilities to the GCSL 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.

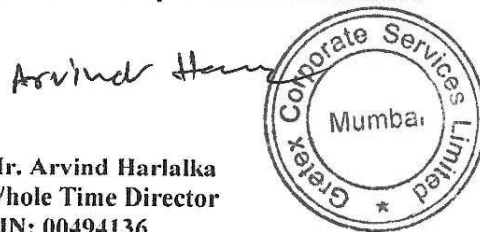
**For Abacus Lifestyle Brands Limited**

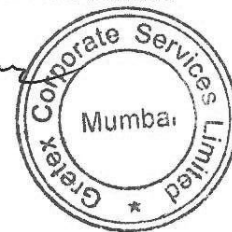
For ABACUS LIFESTYLE BRANDS LTD

  
-DIRECTOR

**Mr. Sunit Kumar Mishra**  
**Managing Director**  
**DIN: 05124540**

**For Gretex Corporate Services Limited**

  
**Mr. Arvind Harlalka**  
**Whole Time Director**  
**DIN: 00494136**



12. The Company shall ensure that all advertisements prepared and released by the Advertising Agency or otherwise in connection with the Issue confirm to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the GCSL 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 Company, 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.
13. The Company shall not without prior approval of the GCSL 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.
14. The Company shall whenever require and wherever applicable, in consultation with the GCSL 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 the GCSL.
15. The Company shall take such steps as are necessary to ensure the completion of allotment and dispatch 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 Companies Act, 2013 as disclosed in the Issue Document.
16. The Company shall take steps to pay the underwriting commission and brokerage to the underwriters and stockbrokers, etc., within the time specified in any agreement with such underwriters, stockbrokers, etc. or within a reasonable time.
17. The Company shall undertake to furnish such information and particulars regarding the Issue as may be required by the GCSL to enable them to file a report with SEBI in respect of the Issue.
18. The Company shall keep the GCSL 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.
19. 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 the GCSL.
20. The Company shall in consultation with the GCSL file the Issue Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Issue Opening Date.
21. The GCSL 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 complete details, documents necessary for conducting due diligence of Promoter/s, Directors, Promoter group/s, group companies, material subsidiaries of Issuer company

**For Abacus Lifestyle Brands Limited**

For ABACUS LIFESTYLE BRANDS LTD.

  
-DIRECTOR

**Mr. Sunit Kumar Mishra**  
Managing Director  
DIN: 05124540

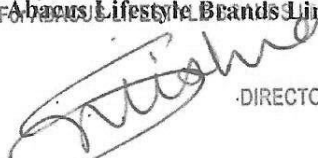
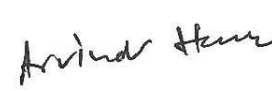
**For Gretex Corporate Services Limited**





**Mr. Arvind Harlalka**  
Whole Time Director  
DIN: 00494136

- ⇒ 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 Red Herring Prospectus, Red Herring Prospectus and Prospectus to SEBI in case any of the particulars, information, etc., called for is not made available by the company.
22. The responsibility of the GCSL would be limited to the activities as agreed upon in Inter-se-allocation of responsibilities.
23. The services rendered by the GCSL are on best efforts basis and in an advisory capacity. The GCSL shall not be held responsible for any acts or omissions by the Company.
24. Any action in connection with the Issue, on behalf of or by the Company shall be subject to prior consultation of the GCSL.
25. The Company shall hereby indemnify and keep indemnified GCSL, at all times, from and against any claim or demand arising out of or in connection with or in relation to the Issue and shall hold GCSL harmless against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon; provided, however, that the Company shall not be liable to indemnify or hold harmless GCSL to the extent that any such loss, damage, claim, penalty, expense, suit or proceeding is finally determined by a court or competent authority to have arisen solely and directly from the gross negligence, wilful misconduct or fraud of GCSL.
26. The Company shall in mutual consultation, agree and abide by the advice of the GCSL to suitably defer / postpone the Issue in the event of any of the following:
- Significant geopolitical events: Such as wars, significant international conflicts, or major political instability.
  - Natural disasters: Such as earthquakes, tsunamis, or widespread pandemics.
  - Economic crises: Such as severe recessions, financial market crashes, or significant currency devaluations.
  - Other events: Any other event that, in the reasonable opinion of the GCSL, is likely to have a material adverse impact on the political or social life or economic activity of the society or any section of it, and which is reasonably expected to adversely affect the marketing of the Issue.
27. The GCSL's opinion shall be based on a reasonable assessment of market conditions, taking into account relevant factors such as market indices, economic indicators, or other relevant factors. The Company and Gretex shall consult regularly and document their discussions and decisions regarding any potential deferral of the Issue.
28. The GCSL 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 the GCSL 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, its Directors, Promoters, material subsidiaries and Promoter group and such matter cannot reasonably be remedied.
29. The Company shall not access the moneys raised in the Issue till finalisation of basis of allotment or completion of Issue formalities.
30. The Company shall refund/ unblocking of 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

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| <p><b>For Abacus Lifestyle Brands Limited</b></p>  <p><b>DIRECTOR</b></p> <p><b>Mr. Sunit Kumar Mishra</b><br/> <b>Managing Director</b><br/> <b>DIN: 05124540</b></p> | <p><b>For Gretex Corporate Services Limited</b></p>   <p><b>Mr. Arvind Harlalka</b><br/> <b>Whole Time Director</b><br/> <b>DIN: 00494136</b></p> |
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Company shall pay requisite interest amount if so, required under the laws or direction of order of the Board. Further, a separate agreement for syndication / underwriting shall be executed at later stage.

31. 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.
32. For all the services rendered and to be rendered, the GCSL shall be paid fees as per the Mandate and as per the terms and condition mutually agreed upon between the company and GCSL.
33. All other expenses mentioned herein but not limited to, such as Legal Advisor Fees, Secretarial Fees, Public Issue Banker Charges, Marketing fees, Publicity, Depository Fees, Mandatory Statutory Advertisement Fees, expenses incurred for Printing and Logistic of Prospectus and Forms, Stock Exchange and SEBI filing and bidding software fees, Registrar fees including NSDL and CDSL collectively, Issue Brokerage, Underwriting fees, Market Making Fees and other Miscellaneous Expenses shall be borne directly by the Company on actual basis.

**34. Termination Clause**

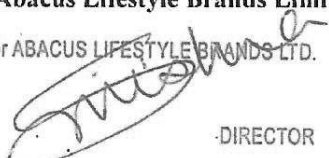
The engagement shall be valid for a period of one year from the date of signing of Agreement and may be extended for a further period by mutual agreement between the parties.

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

- I. Mutual Consent between our Company & GCSL; or
- II. By either our Company and or GCSL upon giving 30 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 GCSL.

In case of expiry of Issuer Agreement or in case our Company terminates this Agreement, the amount incurred by GCSL upto the date of termination of MoU will only be considered valid. Notwithstanding the above after receipt of approval from the NSE under the Emerge platform of the National Stock Exchange India Limited, if our Company does not proceed with the IPO, fees shall still be payable to Gretex as mentioned in the Engagement Letter.

**GST & other taxes shall be payable extra in addition to above fees as applicable at the time of payment.**

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| <p><b>For Abacus Lifestyle Brands Limited</b></p> <p>For ABACUS LIFESTYLE BRANDS LTD.</p>  <p>DIRECTOR</p> <p><b>Mr. Sunit Kumar Mishra</b><br/>Managing Director<br/>DIN: 05124540</p> | <p><b>For Gretex Corporate Services Limited</b></p>   <p><b>Mr. Arvind Harlalka</b><br/>Whole Time Director<br/>DIN: 00494136</p> |
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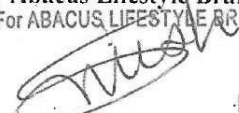
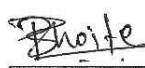
35. Underwriting Fees shall be mutually decided on a later stage.

The fees shall become due and payable as soon as the above event is completed. At no stage would any of the fees be refunded or become refundable, even if the assignment is not completed for any reason whatsoever. Payments (be it fees, out-of-pocket expenses or any other amount whatsoever) after 15 days from the date of bill / due date shall attract penal charges @ 15% p.a. till the date of settlement.

36. In the event of breach of any of the conditions mentioned above, the GCSL 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 Company and GCSL.
37. This Agreement shall be governed by and construed in accordance with all the applicable laws and the Courts and Tribunals in Uttar Pradesh, India shall have exclusive jurisdiction.
38. 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 Uttar Pradesh, India and the language to be used in the arbitral proceedings shall be English / Hindi.
39. No amendment, modification or variation of this Agreement shall be valid unless made in writing and signed by duly authorised representatives of both Parties
40. 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.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and the year hereinabove written.

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| <p>For and on behalf of<br/><b>For Abacus Lifestyle Brands Limited</b><br/>For ABACUS LIFESTYLE BRANDS LTD.</p>  <p>DIRECTOR</p> <p><b>Mr. Sunit Kumar Mishra</b><br/>Managing Director<br/>DIN: 05124540</p>                       | <p><b>Witness</b></p> <p>Name: <u>Mohd Smiyaz Ansari</u><br/>Address: <u>Vikas Nagar Lucknow 226022</u></p>  <p>Signature</p> |
| <p>For and on behalf of<br/><b>Gretex Corporate Services Limited</b></p>   <p><b>Arvind Harlalka</b><br/>Wholtime Director<br/>DIN: 00494136</p> | <p><b>Witness</b></p> <p>Name: <u>Prerna Bhoik</u><br/>Address: <u>Mumbai</u></p>  <p>Signature</p>                           |