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NAMITA SINHA
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L.No. 612/2022
GOMTI NAGAR, LUCKNOW-T:7759966442

Certificate No.	:	IN-UP05695490890042Y
Certificate Issued Date	:	26-Sep-2026 12:34 PM
Account Reference	:	NEWIMPACC (SV)/ up14881904/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference	:	SUBIN-UPUP14881904023113108221 96Y
Purchased by	:	KFINTECHNOLOGIES LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement - Registerable
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	
First Party	:	KFINTECHNOLOGIES LIMITED
Second Party	:	ABACUS LIFESTYLE BRANDS LIMITED
Stamp Duty Paid By	:	KFINTECHNOLOGIES LIMITED
Stamp Duty Amount(Rs.)	:	600 (Six Hundred only)

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Please write or type below this line

For ABACUS LIFESTYLE BRANDS LTD.

DIRECTOR

KFIN TECHNOLOGIES LIMITED

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(1) No amount other than the value printed on the e-Stamp is payable in any form for the purchase of e-Stamp. (2) If the above information/declaration is found to be false or incorrect, I shall be personally responsible for the same. (3) The authority before whom the deed is presented shall ensure that the e-stamp is being used only for the purpose and in the name for which it was purchased. (4) The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using 'E-Stamping' Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website/Mobile App renders it invalid.

REGISTRAR AND SHARE TRANSFER AGENT AGREEMENT

FOR INITIAL PUBLIC ISSUE OF ABACUS LIFESTYLE BRANDS LIMITED

DATED SEPTEMBER 26, 2026

BETWEEN

ABACUS LIFESTYLE BRANDS LIMITED
(Issuer Company)

AND

KFIN TECHNOLOGIES LIMITED
(Registrar and Transfer Agent)

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR	
Name: Mr. Sunit Kumar Mishra **Designation: Managing Director** **DIN: 05124540**	**Name:** Praveen Chaturvedi **Designation:** Senior Vice President **DIN:**

THIS REGISTER AND TRANSFER AGENT AGREEMENT (THE "AGREEMENT") IS MADE AT LUCKNOW, UTTAR PRADESH THIS THURSDAY DAY OF SEPTEMBER 26, 2026 BETWEEN:

KFIN TECHNOLOGIES LIMITED, a company incorporated under the Companies Act, 2013 bearing Corporate Identification Number L72400MH2017PLC444072 and having its registered office at 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Mumbai – 400070, Maharashtra and corporate office at Selenium, Tower B, Plot No-31 & 32, Financial District, Nanakramguda, Serilingampally, Hyderabad – 500032, , Telangana, India (hereinafter referred to as the " "), 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

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

In this Agreement (The Company and the Registrar are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**").

WHEREAS

1. 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 up to 65,00,000 Equity Shares by the Company (the **"Fresh Issue"**) (the Fresh Issue shall be referred to as the **"Issue"**, unless the context so requires); in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company in consultation with the Book Running Lead Manager in accordance with the Book Building Process under the SEBI ICDR Regulations, 2018 as amended from time to time at a price as may be disclosed in Prospectus filed with ROC being (the "**Issue Price**"). The Issue will be made (i) within India to Indian institutional, Non-Institutional and Individual Investors in accordance with the SEBI ICDR Regulations and in "offshore transactions" as defined in and made in reliance on Regulations under the United States Securities Act of 1933, as amended (the **"Securities Act")** (ii) withing the United States, only to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act) pursuant to 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, and in each case, in compliance with applicable Indian law.

2. The issue is being made in accordance with Chapter IX of the SEBI ICDR Regulations as amended, applicable for the issue of specified securities by Small and Medium Enterprises (**"SMEs"**).

3. The Board of Directors of the Company, pursuant to a resolution dated September 10, 2026 has authorized the Issue and the shareholders of the Company has approved the issue by way of a special resolution adopted, pursuant section 23, 62(1)(c) of the Companies Act, 2013 at the General Meeting of the shareholders of the company held on September 23, 2026.

4. 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

For Abacus Lifestyle and Brands Limited	**For KFin Technologies Limited**
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR	KFIN TECHNOLOGIES LIMITED
Name: Mr. Sunit Kumar Mishra **Designation: Managing Director** **DIN: 05124540**	**Name:**Praveen Chaturvedi **Designation:**Senior Vice President **DIN:**

conditions of its Mandate Letter dated April 02,2026 with Gretex Corporate Services Limited (the "Mandate Letter"), subject to the terms and conditions set out therein.

5. The Company has approached the Registrar to act as the registrar to the Issue in accordance with the terms and conditions detailed in this Agreement and in the manner as required under the various rules and regulations as applicable passed by the Securities and Exchange Board of India ("**SEBI**") as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 (the "**SEBI Act**").

6. The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "**SEBI RTA Regulations**") having a valid and subsisting Registration No. INR000000221 to act as a Registrar to the Issue (the activities pertaining to the Registrar to the Issue are hereinafter collectively referred to as the "**Assignment**"), and the Registrar has accepted the Assignmentas per the terms and conditions detailed in this Agreement.. The Board of Directors of the Company by resolution dated [●]has approved appointment of KFin Technologies Limited as the Registrar to the Issue.

7. In terms of Regulation 11(c) of the SEBI RTA Regulations, 2025, the Registrar is required to enter into a valid agreement with the Company *inter alia* to define the allocation of duties and responsibilities between the Registrar and the Company, and in pursuance of the same, the Parties have entered into the Agreement. In terms of Regulation 11(1)(c) of the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 2025 ("RTA Regulations, 2025"), the Registrar is required to enter into a legally binding agreement with the Company, inter alia, specifying the allocation of duties and responsibilities between the Registrar and the Company. Accordingly, the Parties have entered into this Agreement.

8. SEBI by its circular (CIR/CFD/14/2012) dated October 4, 2012 and master circular SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 has made it mandatory for all Investors (except anchor investors) to make use of the facility of the application supported by blocked amount ("**ASBA**") for making applications for public/rights issues. Further, the above-mentioned circulars also provide a mechanism to enable the Syndicate and sub-Syndicate members to procure Application Forms submitted under the ASBA process from prospective Investors.

9. Additionally, SEBI by its circular SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11,2024, has introduced a mechanism for Investors to submit Application forms (ASBA as well as non- ASBA) in public issues to any registered stock broker (non-syndicate member) of the Stock Exchange and the details of the mechanism with the indicative timelines have been set forth in the circular itself. The circular is applicable to all Issue documents filed on or after January 1, 2013, and therefore, shall apply to this Issue.

10. Forms submitted under the ASBA process from prospective investors. SEBI by its circular SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024, has revised the contents of the application form and the manner of disclosure considering the amendments introduced by the aforementioned circulars.

11. SEBI by its circular SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11,2024in relation to streamlining the process of public issue of equity shares and convertibles ("UPI Circular"). Pursuant to the circular, Unified Payments Interface ("UPI") is proposed to be introduced in a phased manner (phase I will be effective from January 1, 2019) as an additional mode of payment with ASBA Form for applications by Retail Individual Investors through intermediaries (i.e., Registered Stock Brokers, Registrar and Transfer Agents and Depository Participants) ("UPI Channel"). The UPI Channel for making Applications by Retail Individual Investors will be made available in accordance with the UPI Circular.

12. All capitalized terms not specifically defined herein shall have the same meaning ascribed to such terms under the Draft Red Herring Prospectus (the "DRHP"), Red Herring Prospectus (the "RHP") and Prospectus

For Abacus Lifestyle and Brands Limited	**For KFin Technologies Limited**
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR	KFIN TECHNOLOGIES LIMITED
Name: Mr. Sunit Kumar Mishra **Designation: Managing Director** **DIN:05124540**	**Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**

("Prospectus," together the "Issue Documents") to be filed by the Company with SEBI and/ or the Prospectus (the "Prospectus") to be filed by the Company with the Registrar of Companies, the stock exchanges and other regulatory bodies as may be applicable.

13. In this Agreement, unless the context otherwise requires:

a. words denoting the singular number shall include the plural and vice versa;

b. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;

c. heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;

d. references to the word "include" or "including" shall be construed without limitation;

e. references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;

f. a reference to an Article, Clause, Section, Paragraph, Recital, Preamble, Schedule or Annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;

g. references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

h. unless otherwise defined the reference to the word 'days' shall mean calendar days; and

i. The Parties acknowledge and agree that the Annexures attached hereto form an integral part of this Agreement.

NOW THEREFORE the Parties do hereby agree as follows:

1. The Company hereby appoints KFin Technologies Limitedas Registrar to the Issue and KFin Technologies Limitedaccepts such appointment by accepting the terms of appointment and accepting the terms of this Agreement.

2. The Registrar hereby undertakes to perform and fulfill the Assignment, as described herein, and to provide such other functions, duties, obligations and services as are required as per applicable law (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI) applicable provisions of the Companies Act, 1956 and the Companies Act, 2013, in respect of the Issue. The Registrar undertakes that it shall be the Registrar's sole and absolute responsibility to ensure that such functions, duties, obligations and services are performed in a professional and timely manner.

3. The Registrar declares and undertakes that:

a) It has obtained a certificate of registration dated April 1, 2022, bearing Registration No. INR000000221 from SEBI which is valid permanently unless suspended or cancelled by SEBI (the "**Certificate**"). The Registrar shall ensure that the Certificate shall remain in force including by taking prompt steps for renewal. The Registrar will keep the Company and the BRLM informed on an immediate basis if due to any unavoidable/ regulatory reasons, its registration with SEBI is cancelled or withheld or if it is prohibited or

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restricted in performing the Assignment by any regulatory authority. A copy of the registration certificate from SEBI is attached as **Schedule III** hereto.

b) It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred / suspended from carrying on its activities as a Registrar including this Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company of the same and cooperate to establish alternative arrangements.

c) It shall perform the Assignment with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the SEBI RTA Regulations and all other applicable rules, regulations, guidelines, directions and circulars issued by SEBI including the ICDR Regulations and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the BRLM, the Investors etc., and that it will not take up any activities which are likely to be in conflict with its own interests, interests of the Company, the BRLM, the Company's shareholders and investors or contrary to or in violation of the directions issued by SEBI.

d) It shall cooperate and comply with any instructions; the BRLM may provide in respect of the Issue.

e) It is a 'fit and proper person' as per the criteria specified in Schedule II of the SEBI (Intermediaries) Regulations, 2008, as amended.

f) It shall carry out its Assignment and complete all the formalities accurately, diligently and within the specified time limits as per the relevant statutes, ICDR Regulations, other rules, regulations, guidelines, directions or circulars issued by SEBI and, rules, regulations and bye-laws of the Stock Exchanges and the listing agreement as amended from time to time.

g) It has connectivity with the depositories, namely the National Securities Depository Limited ("**NSDL**") and the Central Depositories Services (India) Limited ("**CDSL**"), and shall provide all assistance to the Company and BRLM in all other work incidental to, or connected with processing of electronic Applications application for issue / refund / allotment / investor services / listing permission / trading and procuring permissions.

h) It has the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance and disaster recovery system and the net worth to honour its obligations and liabilities under this Agreement.

i) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the services indicated herein and that due care, diligence and caution shall be taken and endeavor to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company and the BRLM of any delay or errors committed while completing any formalities.

j) It shall keep the Company and the BRLM fully informed about the progress with regard to any legal action initiated against it/ or any of its group entity by any regulator from time to time.

k) It is not subject to any litigation in, or injunction or order of, any court or regulatory authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the Registrar in relation to any public issue in India.

l) This Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with its terms. The execution, delivery and

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR	KFIN TECHNOLOGIES LIMITED
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performance of this Agreement does not violate, or constitute breach of any law, regulation, court or tribunal order or any agreement, deed or undertaking entered into by the Registrar.

m) It shall ensure that the Demographic Details provided by the Investors in the Application Forms shall not be used by it for any purpose other than in relation to the Issue.

n) It is not an associate of the Company as mentioned under the RTA Regulations.

o) In the event, the Registrar is unable to continue to act as a Registrar to the Issue, at any point of time, due to any direction of any statutory or regulatory authority or otherwise, it shall immediately inform the Company and the BRLM and take steps, in consultation with and as per the direction of the Company, for a smooth transition of the data held by the Registrar in relation to the Equity Shares at no cost to the Company for such transition to another registrar as may be appointed by the Company in consultation with the BRLM.

4. The Company hereby declares that they have complied with and agree to comply with all statutory formalities under the Companies Act, the ICDR Regulations and other relevant statutes, rules, regulations and guidelines to enable them to make the Issue. The Company also agrees that it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any legislation, applicable rules, regulations and guidelines.

5. The Parties agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule I** hereunder written, which functions, duties and obligations are inclusive and not exhaustive. The Parties may include further activities agreed upon mutually but all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties. The Registrar agrees to undertake all the obligations and responsibilities as Registrar to the Issue specified herein as well as in the underwriting agreement, the syndicate agreement, the Draft Prospectus, the RHP and the Prospectus (collectively, the "**Issue Documents**") in so far as it is not contrary to the ICDR Regulations. The Registrar hereby consents to the inclusion of its name as the Registrar to the Issue in the Issue Documents and all such other documents as are required for the Issue.

6. Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:

a) To liaise with the Depositories on behalf of the Company for obtaining the International Securities Identification Number ("ISIN") and finalizing the tripartite agreement to be entered into with the Depositories;

b) To liaise with the Company for dematerialization of its Equity Shares held by its existing shareholders including the Promoters and the Promoter Group, if any, prior to filing of the Draft Prospectus;

c) To review the 'Issue Procedure' sections in the Draft Prospectusand the Prospectus and confirm its accuracy;

d) To provide detailed instructions to the, SelfCertified Syndicate Banks ("**SCSB**")and the Registered Brokers including the format and timeline for receipt of information in relation to the Issue;

e) Providing/ specifying the format to the SCSBs, SEBI registered RTAs, DPs authorized to accept and as per information provided on the websites of the stock exchangesand the Registered Broker in which information in relation to the Application Form collected by such agencies or their representatives should be provided to the Registrar;

For Abacus Lifestyle and Brands Limited	**For KFin Technologies Limited**
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f) To receive and provide inputs to the Company for designing and printing the Application Form;

g) Collecting, within the timelines provided under the circulars and regulations notified by SEBI and as specified by the Company and the BRLM:

(i) Application Forms from various centres of the, the SCSBs and the Registered Brokers (with respect to applications collected by the Registered Brokers, the Application Forms will be collected immediately after the expiry of a period of six months from the Issue Closing Date);

(ii) electronic bid data (including ASBA data) from the Stock Exchanges;

(iii) aggregate data in relation to the total number of applications in the format specified in clause (f) above and the total number of Equity Shares applied for in the Issue and or amount blocked in the ASBA Account, in respect of the applications uploaded by the SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges and the Registered Brokers;

(iv) the bank schedule (bearing details of the Applications, including without limitation the monies blocked in connection therewith), in soft and/or hard copy ("**Bank Schedule**"), along with the final certificate for the amount blocked in the Issue ("**Final Certificate**") by the SCSBs;

(v) PAN, DP ID, UPI ID (if applicable) and Client ID details of valid beneficiary accounts from the Depositories;

(vi) in each case, in accordance with the instructions of the Company and reporting any disruptions/delay in the flow of Application Forms from the SCSBs to the Company, and the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable time lines.

h) Where the Registrar requires to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the statutory timelines;

i) On closure of the Issue, collect the Application file from Stock Exchanges.

j) Delivery of the Application file received from the Stock Exchanges containing the Application Form numbers and the Bid Amount to all SCSBs who shall use the same for validation/reconciliation at their end;

k) Receive the reconciled data and the Application Forms (except in case of Application Forms submitted to the Registered Brokers) from the SCSBs;

l) Obtain the demographic details of the Investors (including PAN and MICR code) from the Depositories, check this data with the Application file and highlight any discrepancies. In the event the PAN number is missing to check whether the Investor falls under the Sikkim category or any other exempt category;

m) Rejecting the Applications in respect of which the DP ID, UPI ID (if applicable), Client ID and PAN specified in the reconciled data does not match the details in the database of the Depositories;

For Abacus Lifestyle and Brands Limited	**For KFin Technologies Limited**
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n) Match and validate the DP ID, Client ID, UPI ID (if applicable) and PAN in the Depositories database vis-à-vis the electronic Application file obtained from the Stock Exchanges and provide a file of the error Applications, which will be considered as invalid, to the BRLM;

o) Processing the electronic Applications file received from the Stock Exchanges and reconciling the data with the details in the Bank Schedule and Final Certificate received from the SCSBs, for the purpose of validation and confirmation of Applications in respect of the Issue and delivery of communication to the Company and the BRLM at the earliest in the event of discrepancy between the electronic Application file registered on the online IPO system of the Stock Exchanges and the Bank Schedules and the Final Certificate received from the SCSBs. The Registrar shall discuss the results of such reconciliation with the Company, the BRLM, the SCSBs, in a timely manner;

p) To follow and complete all processes in relation to the Issue Documents;

q) Keeping a proper record of the Applications Forms and monies blocked in the ASBA Accounts of the respective ASBA Investors.;

r) Complete validation of beneficiary account details;

s) Preparing a statement of Applications proposed to be rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Investors. The list should indicate the technical reasons for rejection of all above mentioned investor categories;

t) Ensure that the SCSB applying through ASBA shall apply in the Issue through a separate account opened with another SCSB provided that failure of SCSB to apply through another SCSB shall be rejected under technical grounds;

u) To prepare the complete list of valid Applications (after all rejections including rejections on technical ground), and present the same category-wise;

v) Follow up with the SCSBs for Final Certificates with respect to the subscription monies collected and reconciling any data mismatches with each SCSB;

w) While collecting Final Certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates have been received within specified time limit as mentioned in the regulations and relevant circulars issued by SEBI;

x) Weeding out Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the Prospectus/GID and as per the directions of SEBI and the Stock Exchanges. It is understood that technical rejection list will be prepared based on electronic application files received from the Stock Exchanges and the electronic bank schedules received from the SCSBs without reference to the physical Application Forms or its enclosures;

y) Carrying out due procedures in relation to accurately identifying and rejecting multiple applications as provided in the Issue Documents;

z) To provide correct data in time to enable the Company and the BRLM to determine and finalize the basis of allocation and/ or the basis of allotment in consultation with the Designated Stock Exchange for timely approval of the basis of allotment, and finalizing the list of persons entitled to allotment of securities;

For Abacus Lifestyle and Brands Limited	**For KFin Technologies Limited**
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR **Name: Mr. Sunit Kumar Mishra** **Designation: Managing Director** **DIN:05124540**	KFIN TECHNOLOGIES LIMITED **Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**

aa) Keeping accurately, at all times, the electronic records relating to ASBAs received from all SCSBs, including:

(i) ASBAs taken from the online IPO system of the Stock Exchanges and ASBAs furnished by SCSBs;

(ii) Particulars relating to the allocation and Allotment of Equity Shares against valid ASBAs;

(iii) Particulars relating to the requisite money to be transferred to the Public Issue Account from each ASBA Account, in accordance with the terms of this Agreement, the Prospectus, the ICDR Regulations and the Companies Act; and

(iv) Particulars relating to, rejected/withdrawn/unsuccessful ASBAs.

bb) Acting on the details of the Applications submitted by the ASBA Investors which have been withdrawn before finalization of the basis of allotment to the designated stock exchange after the Issue Closing Date;

cc) Immediately informing the Company and BRLM in case of any requests for withdrawals after the issue closing date from retail individual investors and deleting the details of the applications submitted by such investors (including ASBA investors) which have been withdrawn during preparation of basis of allotment;

dd) assisting in seeking approval of the basis of allotment with the designated stock exchange as per the icdr regulations and the relevant provisions of the issue documents along with the BRLM and the company;

ee) post approval of the basis of allotment by the designated stock exchange, prepare the list of allottees entitled to receive equity shares and prepare the allotment advice/ allotment letters in consultation with the company and the BRLM;

ff) Preparing fund transfer schedule along with reconciliation of total funds blocked in the ASBA Accounts, amount proposed to be transferred to Public Issue Account, in each case duly certified by the Registrar based on approved Allotment and to issue fund transfer instructions to the SCSBs for unblocking and/or transferring the monies to the Public Issue Account, and provide the following details to the SCSBs within the timelines specified in the regulations and relevant circulars:

(i) A list of successful Applicants who have been or are to be Allotted Equity Shares;

(ii) Date and amount to be transferred from the relevant ASBA Account to the Public Issue Account and instructing for transfer of amounts have been given as per the prescribed timelines;

(iii) Details of rejected Applicants, if any, along with reasons for rejection and details of withdrawn/unsuccessful Application Forms, if any, to enable the SCSBs to unblock the relevant ASBA Accounts.

gg) In accordance with applicable law, the Registrar shall ensure that timely instructions are given to SCSB's to unblock the monies blocked for the Applications (of part thereof), which are unsuccessful, rejected and/or withdrawn (to the extent they are unsuccessful, rejected or withdrawn);

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR Name: Mr. Sunit Kumar Mishra Designation: Managing Director DIN:05124540	KFIN TECHNOLOGIES LIMITED Name: Praveen Chaturvedi Designation: Sr. Vice President DIN:

hh) Initiate corporate action for credit of Equity Shares to successful Allottees and ensuring that correct credit to respective demat accounts is made in time, as specified in the Issue Documents and applicable rules, regulations and guidelines issued by SEBI;

ii) Receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Allottees from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm all formalities are completed;

jj) Ensuring that Allotment made is correct and timely uploading of the correct file in the depository system is made;

kk) Coordinating with the concerned Depositories and ensure that the number of Equity Shares Allotted to each category of Investors is correct in all respects;

ll) Dispatch of Allocation Notice/ Allotment Advice and credit of Equity Shares to the Allottees' demat accounts within the time frame indicated in the Issue Documents subject to certain cases kept in abeyance in consultation with the Company and BRLM.

mm) Providing all the relevant statements/reports for finalization of Basis of Allotment, listing and trading, Post-Issue monitoring reports etc. within the timelines mentioned in the Issue Documents, in consultation with the Company the BRLM;

nn) Submitting relevant documents to the Stock Exchanges for the purpose of obtaining listing and trading approval;

oo) Ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within 5 Working Days of from the date of closure of the Issue;

pp) Finalizing various Post-Issuemonitoring reports such as the finalIssue monitoring report, along with relevant documents / certificates to be submitted to SEBI within the stipulated time in consultation with the BRLM, the Company;

qq) Providing data for publishing Allotment advertisement along with the Company and the BRLM within the specified time;

rr) Settling investor complaints and grievances in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company and the BRLM and maintain a complete and accurate record in respect of any grievances dealt with under the investor grievance mechanism and ensure that such records are maintained for a period of at least three years and are informed and made available to the Company at regular intervals;

ss) Assisting the Company in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with Designated Stock Exchange;

tt) Providing in a timely manner all accurate information to be provided by it under this Agreement, including providing the BRLM, the Company with detailed data so as to understand the share in commissions between the BRLM and the Registered Brokers and to calculate the commission payable to the Registered Brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges;

For Abacus Lifestyle and Brands Limited	**For KFin Technologies Limited**
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR	KFIN TECHNOLOGIES LIMITED
Name: Mr. Sunit Kumar Mishra **Designation: Managing Director** **DIN:05124540**	**Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**

uu) To provide weekly reports to the Company the BRLM on the (i) status of Equity Shares lying in demat Escrow Account, (ii) status of pending investor complaints in a format required by the Company and the BRLM; and

vv) In case of failure of the Issue, to give appropriate instructions for unblocking of the relevant ASBA Accounts

7. In connection with the Issue, the Registrar shall maintain accurately and with reasonable care, without limitation, the following records for a minimum period of three years from the date of listing and commencement of trading of the Equity Shares, subject to agreement with the Company. The Registrar shall provide the Company or any of its assigns any report that is required by it using the records specified below in a timely manner.

(a) All Application Forms received from the SCSBs and the Registered Brokers, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges in relation to the Issue and the data/information received from the SCSBs including but not limited to the Bank Schedule, Final Certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account;

(b) Final Application file received from the Stock Exchanges;

(c) All the electronic records obtained, received, collected and/or held by it in relation to the Issue, including final Bid files taken/obtained from the online IPO system of the Stock Exchanges;

(d) Particulars relating to Applications in the electronic file which did not get validated for the DP ID, Client ID, UPI ID (if applicable) or PAN with the Depository database;

(e) Demographic data of the Investors obtained from the Depositories;

(f) Basis of Allotment of Equity Shares to the Investors as finalized by the Company in consultation with the Designated Stock Exchange, along with relevant annexures and details;

(g) Particulars of allocation and Allotment of Equity Shares including valid ASBA Applications;

(h) Records of investor communication, including withdrawal requests and communication for verifying DP ID details;

(i) List of names of successful Investors and unsuccessful Investors of the Equity Shares;
(j) Particulars relating to the allocation/allotment of the Equity Shares for the Issue;

(k) Particulars relating to the monies to be transferred to the Public Issue Account from the ASBA Accounts of the respective successful ASBA Bidder and Unblocking to be made to the ASBA Investors;

(l) Details of multiple electronic Applications rejected by the Registrar;

(m) All ApplicationForms which are rejected and reasons thereof or withdrawn or unsuccessful along with the details of rejected/withdrawn/unsuccessful Application Forms;

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For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR	KFIN TECHNOLOGIES LIMITED
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(n) Reconciliation between the amount blocked in the ASBA Account of the respective ASBA Investor based on the Schedule provided by the SCSBs with that of the electronic Application file received from the Stock Exchanges;

(o) Records of correspondence in respect of investor complaints, grievances or queries;

(p) Record of pre-printed Issue stationary like Allotment Advice/ Allotment Letters, etc. showing details of such stationary received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;

(q) Complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;

(r) Such other records as may be specified by SEBI, the Company the SCSBs and/or the BRLM for carrying on the activities as Registrar to an Issue.

8. The Registrar shall not, and shall assure that its officers, employees and agents shall not, either before or after the termination of its appointment hereunder, divulge to any third party any confidential information about the Company or the demographic details given by/ of the Investors or the Issue, which comes to its knowledge in its capacity as Registrar to the Issue.

9. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to SCSBs to unblock the bank accounts of the respective ASBA Investors pursuant to approval of Basis of Allotment by the Designated Stock Exchange. The Registrar shall be responsible for the correctness and validity of the information relating to any unblocking of funds required to be made that has been provided by the Registrar to the SCSBs, as the case may be

10. The Registrar shall be responsible for the correctness and validity of the information furnished by it and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

11. The Registrar shall ensure that:

a) the enquiries/ complaints from Investors, including ASBA Investors are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;

b) the Registrar has a proper system to track, address and redress investor complaints;

c) adequate steps are taken for proper Allotment and credit of Equity Shares and Unblocking of application monies without delay and as per applicable law;

d) it shall provide status update at a periodic interval to the BRLM, the Company;

e) for the electronic Applications which are rejected as invalid because of DP ID/Client ID, UPI ID (if applicable) or PAN particulars captured by the syndicate members, the necessary rejection data is being shared to SCSB's for unblocking; and

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR **Name: Mr. Sunit Kumar Mishra** **Designation: Managing Director** **DIN:05124540**	**Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**

f) the information furnished to the SCSBs in discharging its responsibility under the ASBA process is correct and valid

12. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:

a. creation of false market;

b. price rigging or manipulation;

c. passing of unpublished price sensitive information to any third party, including without limitation brokers, members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors;

d. neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading; and

e. neither it nor any of their Directors, officers, or employees (wherever applicable), or to the Registrar's knowledge, any agent or representative of the Registrar has taken or will take any action in furtherance of an Issue, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Issue; and the Registrar and their affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

13. Immediately on receiving instructions from the Company, as the case may be, the Registrar shall dispatch all the refund orders within the period specified in the Issue Documents. If the Company is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs to unblock the bank accounts of the respective ASBA Investors within the period stated in the Issue Documents on receiving the instruction to do so from the Company, the Registrar shall be liable to indemnify the Company for the cost incurred in paying the interest as per the applicable law. The Registrar hereby indemnifies and keeps indemnified and holds harmless the BRLM and the Company from any compensation/damage, loss etc. incurred by the BRLM and the Company due to any delay in credit of Equity Shares to the Investors ' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time/reasonable time/time mentioned in the Issue Documents, rules etc. or in case of any failure on part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out under this Agreement.

14. In case of refunds through electronic means like NECS, NEFT, Direct Credit or RTGS etc., the Registrar shall be solely responsible to pick up the relevant details from the Depository(ies) and provide the Refund Bank(s) with the requisite details and files.

15. The Registrar will not hand over any Application Form or other documents/records pertaining to the Issue to any other person (except to the BRLM and the relevant stock exchanges) subject to the Registrar having provided prior notice of such disclosure to the Company, until the completion of dispatch of allotment letters, refund orders, credit of shares to the allottees demat account, etc. The Company agrees that it will have access to the applications/documents pertaining to the Issue at the

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For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR	KFIN TECHNOLOGIES LIMITED
Name: Mr. Sunit Kumar Mishra **Designation: Managing Director** **DIN:05124540**	**Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**

office of the Registrar only as provided herein. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company.

16. The Registrar will handle the Assignment from its office atSelenium Tower-B, Plot No. 31&32, Gachibowli,Financial District,Nanakramguda, Serilingampally, Hyderabad - 500032, Telangana which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Issue.

17. The Issue stationery including certificates, letters of Allotment, Allotment/Allocation Advices and refund orders shall be kept ready and handed over to the Registrar by the Company within three days from the date on which Registrar specifies the quantum of Issue stationary required to be printed and the Company shall be responsible for any delay on this account. The Company will arrange to obtain prior approval for the Issue stationery from the stock exchange and refund bankers.

18. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment Letters/ Allotment/Allocation Advice, etc. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company.

19. The Company agrees to hand over to the Registrar the impression of the Common Seal (or equivalent thereof) at the time of clearing the art works of pre-printed share certificates (if any) or two sets of common seal of good quality if the Company possesses it.

20. The Registrar shall maintain close coordination with Bankers to the Issue, Refund Bank and the SCSBs in monitoring the flow of Application Forms, processing of the Application Forms and shall seek necessary help from the BRLM, as and when required.

21. The Registrar shall act as a nodal agency for redressing complaints of investors, including providing guidance to ASBA and non-ASBA Investors regarding approaching the concerned SCSB, Registered Broker or the bankers to issue. The Registrar shall extend all necessary support to the Company, the, the SCSBs, the Registered Broker and the bankers to issue as may be required for the smooth and speedy functioning of the ASBA process.

22. The Company agrees and acknowledges that the Registrar may request for physical ApplicationForms directly from the bankers to issue, SCSBs and the Registered Brokers in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID, UPI ID (if applicable) or Client ID and investor complaints/grievances.

23. The Registrar will finalize various Post-Issue monitoring reports along with the relevant documents/certificates, in consultation with the Post-Issue merchant banker, to be submitted to SEBI within the stipulated time.

24. The Registrar will provide all relevant statements/ reports to ensure commencement of trading within the timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM.

25. The Registrar also undertakes to carry out its duties and obligations in accordance with the terms of the safety net agreement, if any, entered into with respect to the Issue.

26. The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchange designated by the Company and the SEBI, as applicable.

For Abacus Lifestyle and Brands Limited	**For KFin Technologies Limited**
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR **Name: Mr. Sunit Kumar Mishra** **Designation: Managing Director** **DIN:05124540**	KFIN TECHNOLOGIES LIMITED **Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**

27. The Parties agree that the fees and charges payable to the Registrar for handling the Assignment shall be as specified in **Schedule – II** hereunder written, and after deducting all taxes, duties and levies as per applicable law. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company, except for any out-of-pocket expenses.

28. The Company agrees to take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired.

29. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, then the Party so affected (the "**Affected Party**") shall upon giving notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. The Company may terminate this Agreement upon receipt of such a notice from the Registrar.

30. The Company, with respect to itself, may terminate this Agreement for any reason with a prior 10 days' notice. The Company shall be entitled to immediately terminate this Agreement upon notice in the event (i) the Registrar's Certificate of Registration is suspended/ cancelled or SEBI or any other regulatory authority or any court or tribunal debars or suspends or stops the Registrar from carrying on its activities (ii) the Registrar is in any way prohibited or restrained, either by an order or direction of the SEBI, any other regulatory authority or any court or tribunal or in any other manner, from carrying on registrar and share transfer agent activities. For the avoidance of doubt, in the event the Company, in consultation with the BRLM, decides not to proceed with the Issue at any time for any reason, this Agreement shall stand terminated immediately on written notice to the Registrar without the Registrar having any recourse to any compensation from the Company.

31. The Registrar undertakes that in the event there is any order or any injunction issued by any court or authority, against the Registrar, it shall within three working days upon being instructed by the Company; transfer all the documents in its possession including the Equity Shares, to any other registrar/depository as instructed by the Company.

32. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the BRLM, the Company or any newly appointed registrar to the Issue towards taking over duties and responsibilities as the Registrar to the Issue. Should the Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement.

33. The Registrar shall redress complaints of the investors within seven days of receipt of the complaint during the currency of this Agreement and, shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and the Company shall extend necessary cooperation to the Registrar for its complying with the said SEBI RTA Regulations. The Registrar shall provide a status report of investor complaints and grievances on a fortnightly basis to the Company and the BRLM.

For Abacus Lifestyle and Brands Limited	**For KFin Technologies Limited**
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR	KFIN TECHNOLOGIES LIMITED
Name: Mr. Sunit Kumar Mishra **Designation: Managing Director** **DIN:05124540**	**Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**

34. The Registrar's responsibility under Agreement will be restricted to the duties of the Registrar as agreed to herein, and the Registrar will not be in any way construed to be an agent of the Company in its any other business in any manner whatsoever.

35. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered by the Registrar, the Registrar, at its own cost, take all measures to immediately rectify such defaults or errors or failure to deliver any service contemplated by this Agreement with a period of two days of receipt of written notice of such breach by the Company and the Registrar shall be directly responsible and hereby indemnifies and keep indemnified and harmless the Company, the BRLM, their respective directors, officers, employees and agents for any liability arising out of such error or failure to deliver the services contemplated in this Agreement. The Company shall be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults within period of two days of receipt of written notice of such breach by the Company.

36. The Registrar shall act with due diligence, care and skill while discharging the Assignment.

37. The Registrar shall indemnify the Company, and keep indemnified, their directors, officers, employees and successors and their respective agents affiliates & advisors from and against all suits, claims, actions, losses and demands which may be made or commenced against the Company by any Bidder for or holder of the securities issued or other third party as a consequence of any act or omission of or any failure or deficiency on the part of the Registrar or any of its officers ,employees or agents in performing the Assignment and services hereunder. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Company, their respective directors, officers, employees and agents for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services. The Registrar shall further indemnify and refund all costs incurred by the Company and its directors, officers, employees and successors in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/ or the stock exchanges and/or any other statutory or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by them in good faith, and where the Registrar has not acted negligently or committed an act of willful misconduct.

38. The Company will bear expenses for legal advice/action which may have to be taken for no lapse on the part of the Registrar but for any eventuality which may arise in connection with the Issue, in proportion to the number of Equity Shares Issued by them by way of Issue for sale in the Issue.

39. The Registrar may have to provide certain information regarding the Investors to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement.

40. Any notice, communication or documents may be given by personal delivery, registered post, telex or by fax. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered/speed post on expiration of three working days after the notice etc., shall have been delivered to the post office for onward dispatch and if given by fax or telex upon transmission thereof. Provided however that any notice, etc. given by telex or fax, shall be confirmed in writing. All notices to the Parties shall be addressed as under:

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR	KFIN TECHNOLOGIES LIMITED
Name: Mr. Sunit Kumar Mishra Designation: Managing Director DIN:05124540	Name: Praveen Chaturvedi Designation: Sr. Vice President DIN:

To the Company

Name	: Mr. Sunit Kumar Mishra
Designation	: Managing Director
Address	:**ABACUS LIFESTYLE BRANDS LIMITED**
Mobile	: +91 9415023256

To the Registrar

Name	: Mr. M Murali Krishna
Designation	: Sr. Vice President, Corporate Registry
Address	: Selenium Tower-B, Plot No. 31 & 32,Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad - 500032, Telangana
Tel No	: +91-40-67162222

Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective five working days thereafter or such later date as may be specified by the Party whose address/contact details are changed.

41. The Parties agree that non-compliance of any of the covenants contained herein by any Party may be reported to the SEBI within seven days by any other Party and shall also be reported to the BRLMimmediately.

42. In the event that any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 15 days after commencement of discussions then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Registrar, one by the Company and one jointly by the appointed arbitrators). All proceedings in any such Arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The Arbitration shall take place in Mumbai. The Parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the Parties.

43. Subject to the above clause 42, all disputes, if any arising out of the Assignment shall be subject to the courts having jurisdiction in Mumbai. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to its conflict of laws rules.

44. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company and the BRLM.

45. The Registrar shall not be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties.

46. Unless terminated earlier in accordance with its terms, this Agreement shall be valid until the expiry of one year from the date of closing of the Issue, provided that clauses 7, 8, 12, 13, 15, 28, 29, 30, 32, 33, 35, 36, 37, 38, 39, 40, 42, 43, 45 and this clause 46 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the

For Abacus Lifestyle and Brands Limited	**For KFin Technologies Limited**
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR	KFIN TECHNOLOGIES LIMITED
Name: Mr. Sunit Kumar Mishra **Designation: Managing Director** **DIN:05124540**	**Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**

possession or custody of the Registrar shall be handed over to the Company and/or the newly appointed registrar to the Issue.

47. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. No amendment or modification of this Agreementshall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of any party to enforce at any time any provision of this Agreementshall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Agreementmay be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

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

Mr. Murali Krishna
Sr. Vice President
has signed for and on behalf of
KFIN TECHNOLOGIES LIMITED

Praveen Chaturvedi
Sr. Vice President

Witnessed By:

1)

Mr. Sunit Kumar Mishra
Designation: Managing Director
has signed for and on behalf of
ABACUS LIFESTYLE BRANDS LIMITED

Witnessed By:

1)

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR **Name: Mr. Sunit Kumar Mishra** **Designation: Managing Director** **DIN:05124540**	**Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**

SCHEDULE - I

Allocation of activities pertaining to the Assignment between the Company and the Registrar

#	Activity	Party Responsible
I.	**PRE-ISSUE WORK**	
1.	Design of Application Form, bank schedule, pre-printed stationery, all of whom should be in conformity with applicable laws, regulations and guidelines	BRLM/Company/Registrar
2.	Preparing and issuing detailed instructions on procedure to be followed SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges	BRLM/Registrar
3.	Placing of orders for and procuring pre-printed stationery.	Company
II.	**ISSUE WORK**	
1.	Obtain the electronic bid data from the Stock Exchange(s)	Registrar
2.	a. Collection of final certificate and schedule pages from Nodal branches of SCSBs	Registrar
	b. Collection of Application Forms from the SCSBs, and Registered Brokers	Registrar
	c. Processing all Application Forms in respect of the Issue	Registrar
3.	On closure of the Issue, collect the Application file from Stock Exchanges and validate the DP ID, Client ID, UPI ID (if applicable)& PAN with the depository database and provide a file through the BRLMto the concerned syndicate member of the error Applications which will be considered as invalid.	Registrar
4.	Informing Stock Exchange/ SEBI and providing necessary certificates to Lead Managers on closure of the Issue	Company/ Registrar
5.	Preparing Underwriter statement in the event of under subscription and seeking extension from Stock Exchange for processing	Registrar/ Company/BRLM
6.	Send the electronic bid file with certain fields like application no and amount or with any other additional fields as maybe required by the SCSB's to all the SCSB's to facilitate validation of the bid forms for the Applications which are entered in the stock exchange.	Registrar/ SCSB's
7.	Reconciliation of number of Applications, securities applied, and money blocked with final certificate received from the SCSBs	Registrar
8.	Reconciliation of compiled data received from Stock Exchange(s) in respect of Application Forms	Registrar
9.	Matching the reconciled data with the depository's database for correctness of	Registrar

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR Name: Mr. Sunit Kumar Mishra Designation: Managing Director DIN:05124540	Name: Praveen Chaturvedi Designation: Sr. Vice President DIN:

	DP ID, Client ID, and PAN quoted in the Bid downloaded from the stock exchanges.	
10.	Reject all the Applications in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID (if applicable) and/or PAN with the depository database. Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of stock exchanges with SCSB data.	Registrar
11.	Matching with bid data / reconciliation with Bank Schedules and the final certificate	Registrar
12.	Collection of requests, if any for withdrawal of the Application Form and acting thereon received before finalization of basis of allotment.	Registrar
13.	Eliminating invalid Applications and Applications below Issue Price	Registrar
14.	Uploading of beneficiary account details to depositories	Registrar
15.	Matching with depository details	Registrar
16.	Identify and reject of applications with technical faults and multiple applications with reference to guidelines / procedures. Registrar to prepare the list of technical rejection cases including rejected Applications based on mismatch between electronic Application details and depositories data base.	Registrar/BRLM/ Company
17.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange Keeping a proper record of applications and monies blocked from the Investorsand paid to the Company/ SCSB's/Bankers to the Issue.	Registrar
18.	Finalising Basis of Allotment after approval of the Designated Stock Exchange. Preparation of fund transfer schedule based on the approved allotment. Assisting the company in Instructing the Depositary to carry on the lock-in for Pre-Issue capital. Preparation of list of Allotted entitled to be allocated Equity Shares	Company/ Registrar/ BRLM
19.	Allotment of shares on the basis of formula devised by Stock Exchange Preparing a statement of Applications rejected, separately for QIBs, Non-InstitutionalInvestorsand Retail Individual Investors, along with reasons for rejection of the Applications .	Company/ Registrar
20.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account with in the timelines specified in the ASBA process: (i) Number of shares to be allotted against each valid ASBA application (ii) Amount to be transferred from relevant bank account to the Company's Public Issue Account, for each valid ASBA	Registrar

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR	KFIN TECHNOLOGIES LIMITED
Name: Mr. Sunit Kumar Mishra Designation: Managing Director DIN:05124540	Name: Designation: Praveen Chaturvedi Sr. Vice President DIN:

	(iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account. Details of rejected ASBAs, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs to unblock the respective bank accounts.	
21.	Unblocking the relevant bank account for: Transfer of requisite money to the Company's account against each valid Application Form Withdrawn or rejected or unsuccessful Application Form	SCSB
22.	Confirm the transfer of requisite money against each successful Application Form	Controlling branch of SCSB
23.	Assisting in obtention of certificate from auditors / practicing Company Secretary that the Allotment has been made as per Basis of Allotment	Company/ Registrar
24.	Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by Stock Exchange for applicable categories	Registrar
25.	Preparation of allotment register-*cum*-return statement, index register	Registrar
26.	Credit to respective Demat accounts in time as specified in the Prospectus and ICDR Regulations.	Registrar
27.	Preparation of list of brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept and Applicationsas per information provided on the websites of the stock exchanges to whom brokerage is to be paid including brokerage for Applications through the E-IPO mechanism.	Registrar
28.	Printing of distribution schedule for submission to the Stock Exchanges where listing is being done.	Registrar
29.	Overprinting of allotment advices	Registrar
30.	Mailing of documents by registered post wherever required	Registrar
31.	Binding of application forms, application schedule and computer outputs	Registrar
32.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value. Dispatch of Letters of Allotment and CAN within the Registrar timeframe specified in Issue Documents and applicable law.	Company
33.	To ensure that the Equity Shares are issued and Allotted only to permitted categories of investors	Registrar

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD DIRECTOR Name: Mr. Sunit Kumar Mishra Designation: Managing Director DIN:05124540	KFIN TECHNOLOGIES LIMITED Name: Praveen Chaturvedi Designation: Sr. Vice President DIN:

35.	To ensure settlement of all investor complaints.	Registrar
36.	Publishing the Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Issue opening/ closing advertisements have appeared earlier.	Registrar/ BRLM Company/
37	Providing all the relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM.	Registrar
38.	Providing information for Form FC-GPR / FC-TRS, other forms for filing with Reserve Bank of India / relevant authorities in relation to allotment of shares / receipt of funds from NRIs, FIIs, non-residents etc.	Registrar/SCSBs
39.	Finalizing various Post-Issue monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/BRLM.	Registrar
40.	Establishing proper grievance redressal mechanism during the period of the Issue and after the closure of the Issue, as per Issue Documents.	Registrar
41.	Calculation of commission payable to the Registered Brokers, SEBI registered RTAs, DPs authorized to accept, and bid apply as per information provided on the websites of the stock exchanges and providing details of such commission to the Company and the BRLM.	Registrar

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR **Name: Mr. Sunil Kumar Mishra** **Designation: Managing Director** **DIN:05124540**	**Name:** **Designation:** Praveen Chaturvedi Sr. Vice President **DIN:**

SCHEDULE – II

FEES PAYABLE TO REGISTRAR

1.4: Fee structure

The following is our fee structure for all the activities in SME – IPO.

1.4.1: Processing Charges (SME - Public Issue)

No.	Particulars	Rate	Fees (□)
1.	Processing fee per application	Lumpsum	□50,000/- (Rupees Fifty Thousand only)
2.	Validating data pertaining to depository option		
3.	Preparing soft copy of CAN's		
4.	Preparation of files to ASBA banks for blocking/ unblocking of investors account through the Sponsor Bank		
5.	Charges for preparing bulk mailing register		
6.	Reconciliation between bid files & amount blocked by ASBA Banks		
7.	Preparation of Basis of Allotment		
8.	Fees payable for coordination, collection of schedules through emails, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/ Applications		
9.	Assisting the Company in Listing		
10.	Servicing of Investor, Hosting Investor Allotment / non allotment information on KFintech's Website		
11.	Charges for sending bulk email/SMS	Rs. 0.60/- per email Rs. 0.60/- per sms	

The charges towards adequate Insurance cover, Audit, and charges payable to the Depositories for Credit of Shares in the respective account of Investors, will be made directly by the company to the Insurance Company / Depositories. The Insurance policy would cover risk arising out of fraud, forgery, errors of commission / omission, etc.

1.4.2: Reimbursement of other expenses

The cost of easy read computer stationery, labor charges and other material inputs, postage, envelopes, binding, sealing, conveyance and travel expenses, telephone / expenses, courier charges, (including Speed Post charges), emails, taxes and levies, miscellaneous correspondence with investors, etc., will have to be reimbursed by the Company on actual basis. Supporting Bills / vouchers will be forwarded to the Company wherever possible, and in the event of specific bills not being available, billing will be done on an approximate basis.

1.4.3: Preprinted stationery

All pre-printed stationery, such as allotment advices, CAN's, envelopes and other related items will be supplied to us by the company so as to reach us at least 5 days in advance of the date of mailing.

1.4.4: Payment terms

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR **Name: Mr. Sunit Kumar Mishra** **Designation: Managing Director** **DIN:05124540**	**Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**

An amount of □NIL should be paid to us as advance at the time of appointment and signing of the Contract. This payment is required to defray expenses to be incurred by us. The following schedule of payment may please be noted:

1. 40% of our fees on closure of the issue, comprising of Registrars fees, and reimbursable expenses (excluding postage and stamp duty)
2. The balance 60% of our fees and reimbursable expenses in addition to the amount payable towards postage and stamp duty, after deducting the advance paid at the time of appointment, immediately after approval of Basis of Allotment by the Regional Stock Exchange
3. In order to maintain the flow of all the activities, we request that the schedule for advances for expenses may be paid to us promptly
4. The billing will be undertaken by us in three parts. The first interim bill will be raised immediately after closure of the issue to cover 40% of our fee based on reported figures, excluding advance, if any, received. The second interim bill will be raised immediately on finalization of basis of allotment. The final bill will be submitted by us within 20 days from the date of despatch. The balance amount, if any, due and payable to us, will have to be released within a week of submission of our final bill
5. All stationery related to the IPO would contain the address and other contact details as given below:
   KFin Technologies Limited
   Selenium Tower-B, Plot No. 31 & 32,
   Gachibowli, Financial District,
   Nanakramguda, Serilingampally,
   Hy[1]derabad - 500032, Telangana
   Phone: 040-67162222
   Toll Free no.: 1800 309 4001
   Contact person: Mr. M. Murali Krishna, Sr. Vice President

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For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR **Name: Mr. Sunit Kumar Mishra** **Designation: Managing Director** **DIN:05124540**	KFIN TECHNOLOGIES LIMITED **Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**

SCHEDULE - III

Certificate of Registration of the Registrar

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता

प्रारूप ख
FORM B

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनिमय बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

[निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993

(Registrars to an issue and Share transfer agents) Regulations, 1993

(विनियम 8)

(Regulation 8)

00114,30

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

I. बोर्ड, भारतीय प्रतिभूति और विनिमय अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-I में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार*/शेयर* अंतरण अभिकर्ता के रूप में

I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to

KFIN TECHNOLOGIES LIMITED
Selenium, Tower B, Plot No. 31 and 32
Financial District, Nanakramguda, Serilingampally
Hyderabad- 500032
Telangana, India

को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करने के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।

as registrars to an issue and share transfer agent in Category I*/registrar to an issue*/share transfer agent* in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.

II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड है।

II. Registration Code for the registrar to an issue and share transfer agent is INR000000221

This Certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board

III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमान्य है।

III. Unless renewed, the certificate of registration is valid from

आदेश से
भारतीय प्रतिभूति और विनिमय बोर्ड
के लिए और उसकी ओर से
By order
For and on behalf of
Securities and Exchange Board of India

Dinesh Joshi
प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

स्थान Place Mumbai
तारीख Date April 1, 2022

*जो लागू न हो उसे काट दें *Delete whichever is not applicable

For Abacus Lifestyle and Brands Limited	For KFin Technologies Limited
For ABACUS LIFESTYLE BRANDS LTD. DIRECTOR **Name: Mr. Sunit Kumar Mishra** **Designation: Managing Director** **DIN:05124540**	**Name:** Praveen Chaturvedi **Designation:** Sr. Vice President **DIN:**