



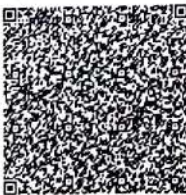
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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ17751997440067X
Certificate Issued Date : 16-May-2025 04:44 PM
Account Reference : IMPACC (SV)/ gj13010204/ BARODA/ GJ-BA
Unique Doc. Reference : SUBIN-GJGJ1301020444318317448458X
Purchased by : Nikita Shah
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : Issue Agreement
Consideration Price (Rs.) : 0
(Zero)
First Party : ABRIL PAPER TECH LIMITED
Second Party : INTERACTIVE FINANCIAL SERVICES LIMITED
Stamp Duty Paid By : ABRIL PAPER TECH LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



PF 0006094538

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority



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ISSUE AGREEMENT

This **ISSUE AGREEMENT** (this "**Agreement**") is entered into on **May 16, 2025**, at Surat among:

1. **ABRIL PAPER TECH LIMITED**, a Company incorporated under the Companies Act, 2013 and having its registered office at 238/3, Shiva Ind. Estate, Jolva, Ta. Palsana, Jolva, Surat, Palsana, Gujarat, India, 394305. (hereinafter referred to as "the Company"/ "APTL"/ "the Issuer"/ "Issuer") (hereinafter referred to as the "**Company**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
2. **INTERACTIVE FINANCIAL SERVICES LIMITED**, a company incorporated under Companies Act, 1956 and having SEBI registration number INM000012856 and having its registered office at 508, Fifth Floor, Priviera, Nehru Nagar, Manekbag, Ahmadabad City, Gujarat, India, 380015 (hereinafter referred to as "**Lead Manager**" or "**LM**" or "**IFSL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

In this Agreement, the Company and the LM are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- (A) The Company proposes to undertake an Initial Public Issue of equity shares of Rs. 10/- each of the Company ("Equity Shares") comprising of 22,00,000 Equity Shares by the Company at an Issue price of Rs. 61 each (including a premium of Rs. 51 each) (the "Issue") in accordance with the Companies Act as defined herein, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (the "SEBI ICDR Regulations") and other applicable laws, at such price as may be determined through the Fixed Price Issue under the SEBI ICDR Regulations, 2018 (the "Issue Price") by the Company in consultation with the LM.
- (B) The Issue comprises of 22,00,000 Equity Shares aggregating to Rs. 1342 Lakhs ("Issue") of the Issue which includes 1,12,000 Equity Shares aggregating to Rs. 68.32 Lakhs will be reserved for subscription by Market Maker ("**Market Maker Reservation Portion**"). The Issue less the Market Maker Reservation Portion i.e., issue of 20,88,000 Equity Shares of face value of Rs.10/- each at an Issue price of Rs. 61/- per equity share aggregating to Rs. 1273.68 lakhs are hereinafter referred to as the "**Net Issue**". The Issue and the Net Issue will constitute 27.56% and 26.15% respectively of the post issue paid up equity share capital of the Issuer Company. The Issue will include issue within India, to institutional, non-institutional and retail investors.
- (C) The Issue shall be conducted through Fixed Price Issue pursuant to Regulation 253 of the SEBI (ICDR) Regulations, 2018 as amended, pursuant to which the Equity Shares are to be offered at the Issue Price of Rs. 61/- per share.
- (D) The board of directors of the Company (the "Board") has pursuant to a resolution April 08, 2025 approved the issue. Further, the Issue has been approved by a special resolution adopted pursuant to Section 62 of the Companies Act, 2013 at the meeting of the shareholders of the Company held on May 01, 2025, which collectively authorizes the Issuer Company's Directors, or any other authorised representatives, for the purpose of the Issue, to issue and sign the Draft Prospectus, the Prospectus, this Agreement, the Market Making Agreement (as defined hereunder), Underwriting Agreement (as defined hereunder), any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Issue and to do all acts, deeds or things as may be required.
- (E) The Company has approached the Lead Manager to manage the Issue and the Lead Manager has accepted the engagement in terms of the engagement letter as agreed between the Company and the Lead Manager (the "**Engagement Letter**"), subject to the terms and conditions set forth therein.



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- (F) The agreed fees and expenses payable to the Lead Manager for managing the Issue are set forth in the Engagement Letter.
- (G) Pursuant to the SEBI (ICDR) Regulations, 2018 the Lead Manager is required to enter into this Agreement with the Company.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS

1. DEFINITIONS AND INTERPRETATIONS

1.1 In addition to the defined terms contained elsewhere in this Agreement, the following expressions, as used in this Agreement, shall have the respective meanings set forth below:

"Affiliate" with respect to a specified person, shall mean any other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

"Allotment" shall mean the issue, allotment and transfer of Equity Shares to successful Applicants pursuant to this Issue.

"Application" shall mean an indication to make an issue during the issue Period by an Applicant, pursuant to submission of Application Form, to subscribe for or purchase Equity Shares at the issue price including all revisions and modifications thereto, to the extent permissible under the SEBI (ICDR) Regulations, 2018 as amended from time to time.

"Application Amount" shall mean the number of Equity Shares applied for and as indicated in the Application Form multiplied by the price per Equity Share payable by the Applicants on submission of the Application Form.

"Application Form" The form in terms of which an Applicant shall make an Application and which shall be considered as the application for the Allotment pursuant to the terms of the Prospectus.

"Applicant" shall mean any prospective investor who makes an application pursuant to the terms of the Prospectus and the Application Form.

"Application Period" shall mean the period between the Issue Opening Date and the Issue Closing Date (inclusive of both dates) and during which prospective Applicants can submit their Applications.

"BSE" shall mean SME Exchange of Bombay Stock Exchange of India Limited, a recognised stock exchange having nationwide terminals, formerly known as Bombay Stock Exchange of India Limited.

"Companies Act" shall mean Companies Act, 1956 / 2013, to the extent in force pursuant to the notification of the Notified Sections, read with the rules, regulations, clarifications and modifications there under.

"Controlling", "Controlled by" or "Control" shall have the same meaning ascribed to the term "control" under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.

"Controlling Person(s)" with respect to a specified person, shall mean any other person who Controls such specified person.

"Designated Intermediaries shall mean:-

- i. an SCSEB, with whom the bank account to be blocked, is maintained;
- ii. a syndicate member (or sub-syndicate member);
- iii. a stock broker registered with a recognized stock exchange (and whose name is mentioned on the website of the stock exchange as eligible for this activity) ('broker');



3. In case of any change by way of addition to and deletion in the Board of Director of the company, the management team may prior consult /contact the Lead Manager.
4. The Issuer Company hereby declare that they have complied with and agree to comply with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by Securities and Exchange Board of India and other relevant Authorities to enable it to make the Issue. The Issuer Company also undertakes to obtain the approval of the lenders to the Issuer Company in relation to the Issue before opening of the Subscription List.
5. The Issuer Company undertake and declare that any information made available to the Lead Manager/ Intermediaries/and other advisors or consultants to the Issue or any statement made in the Draft Prospectus / Prospectus 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 Issuer Company also undertakes to furnish complete audited report(s), other relevant documents, papers, documents, status, information relating to pending litigations, etc., to enable the Lead Manager to collaborate the information and statements given in the Draft Prospectus / Prospectus.

The Issuer Company accept full responsibility to update the information provided earlier and duly communicate to the Lead Manager in cases of all changes in materiality of the same subsequent to submission of the Draft Prospectus / Prospectus to BSE/SEBI/Registrar of Companies (RoC), as the case may be, but prior to Listing of the Equity Shares on EMERGE Exchange of National Stock Exchange of India Limited.

The Issuer Company accepts full responsibility for consequences if any, for giving false misleading information or withholding, concealing material facts which have a bearing on the Issue.

7. The Issuer Company shall, if so required, extend such facilities as may be called for by the Lead Manager to enable it to visit the existing projects sites, Registered offices of the Issuer Company or such other place(s) to ascertain for itself the true state of affairs of the Issuer Company and other facts relevant to the Issue.
8. The Issuer Company shall extend all necessary facilities to the Lead Manager to interact on any matter relevant to the Issue with the solicitors/legal advisors, auditors, consultants, advisors to the issue, the financial institutions, banks or any other organization, and also with any other intermediaries who may be associated with the Issue in any capacity whatsoever.
9. The Issuer Company shall ensure that all advertisements prepared and released by the advertising agencies or otherwise in connection with the Issue conform to **SEBI (ICDR) Regulations, 2018** and the instructions given by the Lead Manager from time to time and that it shall not make any misleading, speculative or incorrect statements in any public communication or publicity material including corporate, product and Issue advertisements of the Issuer Company, interviews by its promoters, directors, duly authorized employees or agents or representatives of the Issuer Company, documentaries about the Issuer Company or its promoters, periodical reports and press releases issued by the Issuer Company or research report made by the Issuer Company, any intermediary concerned with the Issue or their associates or at any press, brokers' or investors' conferences.
10. The Issuer Company shall appoint other intermediaries or other persons associated with the Issue such as advertising agencies, printers, etc. for printing the application forms, allotment advices, allotment letters or other instruments, circulars or advices and intimate the same in advance to the IFSL.
11. The Issuer Company shall whenever required and wherever applicable, in consultation with the Lead Manager, 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 IFSL.



development materially affecting the proposed Issue which takes place any time before or after the Draft Prospectus/Prospectus has been filed with the Board/ Registrar of Companies /BSE, and /or up to the date of Issue Opening, and /or up to the date of Issue Closing, and/or up to the date of allotment of securities comprised in this Issue and/or Refund of moneys to applicants, and/or listing of the securities on the BSE SME Platform.

40. In case of any major non-disclosure/withholding of the financial information and/or financial arrangements other than disclosed in the Draft Prospectus / Prospectus and/or any other material development affecting the operations of the Issuer Company, post filing the Issue document with BSE, SEBI and RoC and during the period before opening of the Issue till listing and trading of the Equity Shares at the SME platform of BSE by the Issuer Company, the Lead Manager shall have the liberty to withdraw from the issue without any financial or any other liability of what so ever in nature or type, as the case may be.
41. The Issuer Company undertake to disclose to the Public any material development or any financial arrangement which may be undertaken by the Issuer Company, post filing of the Draft Prospectus / Prospectus with BSE, SEBI and RoC and during the period before opening of the Issue till listing and trading of the Shares at the SME platform of BSE by the Issuer Company, in accordance with the provisions of the Companies Act, 1956 and Companies Act 2013 (to the extent notified) and the SEBI (ICDR) Regulations, 2018 as amended.
42. The Issuer Company undertake to disclose all material information with regard to any Draft Prospectus / Prospectus filed with the SEBI/Stock Exchanges during the period of five years prior to the signing of this issue Agreement.
43. **Confidentiality:** All information provided by the Issuer 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 Draft Prospectus / Prospectus to confirm to SEBI (ICDR) Regulations, 2018.

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

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

<p>For the Company ABRIL PAPER TECH LIMITED</p> <p><i>[Signature]</i></p> <p>Vipul Karshanbhai Dobariya Chairman and Managing Director DIN: 10394570</p> 	<p>Witness</p> <p>Witness Name: RUSHIT MANUSROLIYA Address: 104, DWARKADHISH SOCIETY AMROLI - KOSAD SURAT</p> <p><i>[Signature]</i></p> <p>Signature</p>
<p>For the Lead Manager Interactive Financial Services Limited</p> <p><i>[Signature]</i></p> <p>Jaini Jain Company Secretary</p> 	<p>Witness</p> <p>Name: REEYA DILIP KOTHARI Address: A4-20, RUSHIKA, APPT., OPP SUTATA FLATS, SHAHI BAUG - 380004</p> <p><i>[Signature]</i></p> <p>Signature</p>

