IN-GJ26607504188712X

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

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₹300

Certificate No.	:	IN-GJ26607504188712X
Certificate Issued Date	:	28-May-2025 06:32 PM
Account Reference	:	IMPACC (AC)/ gj13252511/ NANPURA/ GJ-SU
Unique Doc. Reference	:	SUBIN-GJGJ13252511161628079504633X
Purchased by	:	APTUS PHARMA LIMITED
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	ISSUE AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	APTUS PHARMA LIMITED
Second Party	:	INTERACTIVE FINANCIAL SERVICES LIMITED
Stamp Duty Paid By	:	APTUS PHARMA LIMITED
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

INTERACTIVE FINANCIAL SERVICES LIMITED

FOR, APTUS PHARMA LTD

MANAGING DIRECTOR

NIRAJ G. S. NOTARY RAJKOT

₹300

IN-GJ26607504188712X

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.

28-May-2025 06:32 PM

APTUS PHARMA LIMITED

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ISSUE AGREEMENT

This **ISSUE AGREEMENT** (this "**Agreement**") is entered into on **June 4th 2025**, at Ahmedabad among:

1. **APTUS PHARMA LIMITED,** a Company incorporated under the Companies Act, 2013 and having its registered office at, Ashutosh Buildcon, Opp. Slok 2, Nr. Harikrupa Logistic Park, Aslali, Aslali, Ahmedabad, Daskroi, Gujarat, India, 382427 (hereinafter referred to as "**the Company**"/ "**APL**"/ "**the Issuer**"/ "**Issuer**") (hereinafter referred 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 "Book Running Lead Manager" or "**BRLM**" 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 BRLM 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 upto 20,00,000 (Twenty Lakhs) Equity Shares by the Company at an Issue price of Rs. [●] each (including a premium of Rs. [●] each) (the "Issue") in accordance with the Companies Act, 2013 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 Issue under the SEBI (ICDR) Regulations, 2018 (the "Issue Price") by the Company at the time of filing the Prospectus in consultation with the BRLM.

(B) The Issue comprises of upto 20,00,000 (Twenty Lakhs) Equity Shares aggregating to Rs. [●] Lakhs ("Issue") of the Issue which includes [●] Equity Shares aggregating to Rs. [●] 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 [●] Equity Shares of face value of Rs.10/- each at an Issue price of Rs. [●] per equity share aggregating to Rs. [●] lakhs are hereinafter referred to as the "Net Issue". The Issue and the Net Issue will constitute [●] and [●] 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 book building process 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. [●] per share.

(D) The Board of Directors of the Company (the "Board") has pursuant to a resolution dated May 10, 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 19, 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 Red Herring Prospectus, Red Herring 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 Book Running Lead Manager to manage the Issue and the Book Running Lead Manager has accepted the engagement in terms of the engagement letter as agreed between the Company and the Book Running Lead Manager (the "**Engagement Letter**"), subject to the terms and conditions set forth therein.

(F) The agreed fees and expenses payable to the Book Running Lead Manager for managing the Issue are set forth in the Engagement Letter.

(G) Pursuant to the SEBI (ICDR) Regulations, 2018 the Book Running 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:

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"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" shall mean 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.

"Book Running Lead Manager" Book Running Lead Manager shall mean, in this case being Interactive Financial Services Limited ("IFSL").

"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 SCSB, 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");
iv. a registrar to an issue and Share Transfer Agent ("RTA");
v. a depository participant("DP") (whose name is mentioned on the website of the stock exchange as eligible for this activity);
vi. a banker to an issue;
vii. an legal consultants

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus of the Company which will be filed with SME Exchange of BSE Limited and SEBI in accordance with Section 26 of the Companies Act, 2013 for getting in-principle listing approval.

"Indemnified Party" shall have the meaning given to such term in this Issue Agreement and shall be read and construed in context of the text to which it pertains.

"Market Maker" shall mean any person who is registered as a Market Maker with the SME Exchange of BSE Limited. [●] shall be the Market Maker in this Issue.

"Market Maker Reservation Portion" shall mean the reserved portion for the Market Maker aggregating [●] Equity Shares of Rs. 10/- each at for cash at a price of Rs. [●] per share (The "**Issue Price**") aggregating to Rs. [●] Lakhs.

"Market Making Agreement" shall mean the agreement to be executed between the Issuer Company, Book Running Lead Manager and Market Maker to the Issue have been set out.

"Material Adverse Effect" shall mean, individually or in the aggregate, a material adverse effect on the financial or otherwise, or in the earnings, business, management, operations or prospects of the Issuer Company.

"**Net Issue**" comprise a Net Issue to the Public of upto 20,00,000 (Twenty Lakhs) Equity Shares of Rs.10/- each at Issue Price of Rs. [●] each, aggregating to Rs. [●] Lakhs.

"Non-institutional Applicants" shall mean all Applicants that are not QIBs or Retail Applicants and who have applied for Equity Shares for an amount of more than Rs. 2,00,000/-.

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

"Issue/Offer/Offering" shall mean offer of upto 20,00,000 (Twenty lakhs) Equity Shares having face value of Rs.10/- each, comprising of 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, and other applicable laws at an Issue Price (**"Issue Price"**) of Rs. [●] per share aggregating to Rs. [●] Lakhs.

"Issue Closing Date" shall mean any such date on completion of the application hours after which the Collection Bankers will not accept any Applications for the Issue, which shall be notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper in Bharuch.

"Issue Opening Date" shall mean any such date on which the Collection Bankers shall start accepting Applications for the Issue, within the Application hours which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper in Bharuch.

"Issue/Offer Price" means Rs. [●] per Equity Share of face value Rs. 10/- each. The Issuer Company, in consultation with the Book Running Lead Manager shall determine Issue Price at the time of Prospectus filling with the RoC, Ahmedabad, Gujarat. The said agreement is to be read along with the price and number of equity shares written in the prospectus for all the respective parties of the Agreement.

"Issue/Offer Shares" means the upto 20,00,000 (Twenty lakhs) Equity Shares having face value of Rs.10/- each which the Issuer Company proposes to issue/offer in accordance with the provisions of Chapter IX of SEBI (ICDR) Regulations, 2018 as amended. The Issue shall consist of an initial issue of upto 20,00,000 (Twenty lakhs) Equity Shares by the Company aggregating up to Rs. [●] Lakhs ("**Fresh Issue**"). The Issuer Company, in consultation with the Book Running Lead Manager shall determine Issue Price along with the Offer Shares at the time of Prospectus filling with the RoC, Ahmedabad, Gujarat. The said agreement is to be read along with the price and number of equity shares written in the prospectus for all the respective parties of the Agreement.

"Offering/Offer/Issue Documents" shall mean and include the Draft Red Herring Prospectus/ Red Herring Prospectus and the Prospectus as and when approved by the Board of Directors of the Issuer Company and filed with BSE/SEBI and all concerned and related authorities.

"Party" or "Parties" shall have the meaning given to such terms in the preamble to this Issue Agreement.

"Prospectus" shall mean the Prospectus of the Company which will be filed with BSE/ SEBI/ RoC and others in accordance with Section 26 of the Companies Act, 2013 after getting in-principle listing approval but before opening the issue.

"Qualified Institutional Buyers" or "QIBs" shall mean a qualified institutional buyer as defined under Regulation 2(1)(ss) of the SEBI (ICDR) Regulations, 2018.

"Retail Applicants" shall mean individual Applicants (including HUFs and NRIs) who have applied for Equity Shares for an amount not more than or equal to Rs. 2,00,000 in any of the application options in the Issue.

"SEBI" shall mean the Securities and Exchange Board of India/ Board.

"SEBI (ICDR) Regulations 2018" shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended and as applicable to the Issue.

"SME Platform of BSE" shall mean the separate platform for listing companies which have issued shares on matching the relevant criteria of Chapter IX of the SEBI (ICDR) Regulations, 2018, as amended from time to time, opened by the BSE.

"Stock Exchange" or "Exchange" shall mean BSE.

"Underwriter" shall mean Book Running Lead Manager and [●].

1.2 In this Agreement, unless the context otherwise requires:

a) words denoting the singular shall include the plural and vice versa;
b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
c) headings and bold typeface 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 Issue Agreement or to any other agreement, deed or other instrument shall be construed as a reference to this Issue Agreement or such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted;
f) reference to any party to this Issue Agreement or any other agreement or deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and, in any other case, include its successors or permitted assigns;

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g) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

h) a reference to an article, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, section, paragraph or schedule of this Issue Agreement;

i) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and

j) Capitalized terms used in this Issue Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red Herring Prospectus/ Red Herring Prospectus and the Prospectus.

2. Interactive Financial Services Limited shall act as the sole Book Running Lead Manager to the Issue.

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 Book Running 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 Book Running Lead Manager/ Intermediaries/and other advisors or consultants to the Issue or any statement made in the Draft Red Herring Prospectus / Red Herring 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 Book Running Lead Manager to collaborate the information and statements given in the Draft Red Herring Prospectus / Red Herring Prospectus / Prospectus.

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

12. The Issuer Company shall take such steps as are necessary to ensure the completion of allotment and dispatch of letters of allotment to the applicants including Non Residents Indians soon after the Basis of Allotment is

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approved by the Designated Stock Exchange but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 2013 as disclosed in the Draft Red Herring Prospectus / Red Herring Prospectus/ Prospectus.

13. The Issuer Company shall take steps to pay the underwriting commission and brokerage to the underwriter, Syndicate Members and Stock Brokers, Sub-syndicate members etc., within the time specified in any agreement with such underwriters, Syndicate Members and Stock Brokers, Sub-syndicate members etc. or within a reasonable time.

14. The Issuer Company undertakes to furnish such information and particulars regarding the Issue as may be required by the Book Running Lead Manager to enable them to file a report with BSE/SEBI/any other regulatory authorities in respect of the Issue.

15. The Issuer Company shall keep the Book Running Lead Manager informed if it encounters any problem due to disruption of the communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Issue from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of Refund Orders/Allotment Advice, Demat Credit etc. and Book Running Lead Manager will provide necessary advice in such circumstances on priority basis.

16. The Issuer Company shall not resort to any legal proceedings in respect of any matter having a bearing on the Issue except in consultation with and after receipt of written advice from the Book Running Lead Manager.

17. The Issuer Company shall, in consultation with the Book Running Lead Manager, file the Draft Red Herring Prospectus / Red Herring Prospectus / Prospectus with BSE and SEBI, Prospectus with the Registrar of Companies and determine the Issue Opening Date and also upload the same on its website.

18. The Book Running Lead Manager shall have the right:

- To call for complete details from the promoters, of all firms in which the Issuer Company and their promoters / directors are connected in any way.
- To call for any reports, documents, papers, information etc., necessary from the Issuer Company to enable it to certify that the statements made in the Issue are true and correct.
- To withhold submission of the Draft Red Herring Prospectus / Red Herring Prospectus/ Prospectus with Stock Exchange, SEBI or Registrar of Companies, in case any of the particulars, information, etc., called for are not made available by the Issuer Company.

19. The services rendered by the Book Running Lead Manager are on best efforts basis and in an advisory capacity. The Book Running Lead Manager shall not be held responsible for any acts or omissions by the Issuer Company, provided the advice by the Book Running Lead Manager is as per the SEBI (ICDR) Regulations, 2018.

20. Any action in connection with the Issue on behalf of or by the Issuer Company shall be subject to prior consultation of the Book Running Lead Manager.

21. The Issuer Company hereby irrevocably and unconditionally indemnifies and agree to keep the Book Running Lead Manager, its directors, employees, representatives, agents, advisors and all persons claiming under it saved, defended, harmless and fully indemnified at all times on full indemnity basis from and against any cost, charges, damages, losses, claims, actions, liabilities, proceeding, suits, pronouncements, amounts, fines, penalties, levies, compensation and expenses (including without limiting reasonable attorney's fees and disbursements) arising out of its failure to comply with any of the clauses aforementioned. In case of any breach by the Issuer Company of the any of the Clause above in whatever manner, the Book Running Lead Manager shall be absolved automatically of its responsibility under this Issue Agreement whatsoever the nature. Such responsibility arising out of the breach of this Issue Agreement by the Issuer Company shall be solely that of the Issuer Company and/or its Key Managerial Personnel and not of the Book Running Lead Manager to the Issue (who are acting in a fiduciary capacity only), without in anyway, affecting the right of receiving fees as stated above. In such an event, the fee as has already been paid by the Issuer Company would stand forfeited. Further, without prejudice to the Book Running Lead Manager's right to claim any outstanding costs, charges and any losses, claims or damages suffered or likely to suffer in this regard to its standing and reputation, on account of breach of above mentioned stipulations, the Issuer Company shall reimburse all costs and expenses incurred as informed by the Book Running Lead Manager and also indicated herein, in full and without further recourse. Except where the Issuer Company has acted upon the advice of Book Running Lead Manager.

22. The Book Running Lead Manager agrees to indemnify and hold harmless the Issuer Company, and its affiliates and their respective directors, officers, employees, agents, representatives, advisors, their controlling persons and all persons claiming under them at all times, from and against any costs, charges, claims, actions, liabilities, levies, fines, losses, damages, penalties, expenses, compensation, suits, pronouncements or proceedings, suffered or incurred, including, without limitation, any legal or other fees and expenses actually incurred in connection with investigating, disputing, preparing or defending any action or claim, which are caused by any untrue statement of a material fact relating to information about the Book Running Lead

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Manager and/or provided by the Book Running Lead Manager in writing for inclusion in the Draft Red Herring Prospectus/ Red Herring Prospectus or the Prospectus, the application form, or any amendments or supplements thereto, claims arising as a result of revocation of the SEBI (Merchant Bankers) Regulations, 1992, or any order/action of SEBI which debars the Book Running Lead Manager from accessing the capital markets either temporarily or permanently.

23. To the fullest extent permitted by law, and not withstanding any other provision of this Issue Agreement, the total liability, in the aggregate, of Interactive Financial Services Limited in capacity of Book Running Lead Manager, towards the Issuer Company and anyone claiming by or through the Issuer Company, for any and all claims, losses, costs or damages, in any way related to the transaction shall not exceed the total compensation received by the Book Running Lead Manager till such date under this Issue Agreement.

24. The Issuer Company shall, in mutual consultation, agree and abide by the written advice of the Book Running Lead Manager to suitably defer / postpone the Issue in the event of any happenings which in the opinion of the Book Running Lead Manager would tend to paralyses or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Issue.

25. The Book Running Lead Manager shall have the right to withdraw from the Issue if it is felt that it is against the interest of the investors. i.e. if the Book Running Lead Manager finds non-compliances of SEBI (ICDR) Regulations, 2018, as amended and any other major violations of all applicable Laws by the Issuer and related entities.

26. The Issuer Company shall not access the moneys raised in the Issue till receipt of final Listing and Trading Approval from the BSE.

27. The Issuer Company shall refund/unblock the moneys raised in the Issue to the applicants if required to do so for any reason such as failing to get listing permission or under any direction or order of the SEBI/BSE/RoC. The Issuer Company shall pay requisite interest amount if so required under the laws or direction of order of the SEBI/BSE.

28. The Issuer Company shall provide all such information/ documents to the Book Running Lead Manager as required by the Book Running Lead Manager for the purpose of any disclosures that the BSE / SEBI / RoC may require after the filing of the Draft Red Herring Prospectus / Red Herring Prospectus / Prospectus.

29. The terms of this Issue Agreement for services by IFSL for the Issue in the capacity of Book Running Lead Manager, are based upon the prevailing legal environment in India by way of prescribed rules and regulations by regulatory bodies such as the Ministry of Finance, Ministry of Corporate Affairs, Registrar of Companies, SEBI, Stock Exchanges and other governing authorities. Any change or alteration by the respective bodies in the prevailing laws and regulations in future times, that may render the accomplishment of the Issue unsuccessful for the reasons beyond IFSL and the Issuer Company's control shall not be counted as IFSL's failure.

30. Time Frame: The assignment is expected to be completed in the shortest possible time. However, it is to be distinctly understood that the pace of the progress of the issue would depend on the time taken for statutory clearances and the flow of information from the Issuer Company / Promoters and Top Management.

31. Management Fees for acting as the Book Running Lead Manager to the Initial Public Issue of Equity Shares would be as mutually decided with management exclusive of other intermediaries fees, Market Making fees and expenses of Registrar of Companies. GST at the applicable rate would be in addition to the agreed fee, as the case may be.

32. The Book Running Lead Manager shall be entitled to withhold amount to the extent of fee, commission, marketing fee etc., payable to various intermediaries related to the Issue, standing in Public Issue Account, before the issue proceeds from Public Issue Account are transferred to the Issuer Company.

33. Drop Dead Fee: During the tenure of the Issue assignment, in case of an unlikely event of either of the parties deciding to withdraw or rescind the above Issue Agreement, they would be at a liberty to do so as per mutual consent and understanding. However, fee received up-to the date of withdrawal or rescission shall not be liable to be refunded.

34. In case the Stock Exchange, BSE SME does not approve the proposed issue or even after its approval (observations issued), the Issue could not be opened due to market scenario or is delayed for any reason whatsoever on the directions of SEBI, BSE or any other regulatory authority, the Book Running Lead Manager shall not be responsible for such an eventuality and shall not be subjected to any financial or non-financial liability (including any interest liability on account of delayed listing) of any kind or nature. The Book Running Lead Manager shall have the liberty to withdraw from the Issue after intimating to the Issuer Company in writing.

35. The issuer shall be liable for all acts of commission and omission committed done by issuer or on behalf of issuer directly and indirectly and shall be responsible and liable for the consequences thereof, financial and regulatory arising there from and related to issue or otherwise.

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36. If any dispute, difference or claim arises between the Parties (the **"Disputing Parties"**) hereto in connection with the validity, interpretation, implementation or alleged breach of the terms of this Issue Agreement or anything done or omitted to be done pursuant to this Issue Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within fifteen business days after a written request by any Disputing Party to commence discussions (or such longer period as the Disputing Parties may agree in writing) then the dispute shall be referred for final resolution to a sole arbitrator. The Parties shall co-operate in good faith to appoint a sole arbitrator to decide the dispute. In the event the Parties are unable to appoint a sole arbitrator to decide the dispute, the Issuer Company shall appoint one arbitrator and the Book Running Lead Manager shall appoint one arbitrator each and the two arbitrators shall appoint the third or the presiding arbitrator. In the event that the Issuer Company or the Book Running Lead Manager fail to appoint an arbitrator or the arbitrators so appointed fail to appoint the third arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in Ahmedabad, Gujarat, India.

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

38. Subject to the provisions of Clause 35 and 36 above, any dispute arising out of terms of the Issue Agreement will be subject to the jurisdiction of appropriate court(s) in Ahmedabad, Gujarat, only.

39. The Issuer Company shall not withhold any material development which may affect the financial position of the Issuer Company and this Issue adversely in any manner whatsoever or any adverse feature / development materially affecting the proposed Issue which takes place any time before or after the Draft Red Herring Prospectus / Red Herring 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 monies to applicants, and/or listing of the securities on the SME platform of BSE.

40. In case of any major non-disclosure/withholding of the financial information and/or financial arrangements other than disclosed in the Draft Red Herring Prospectus / Red Herring 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 Book Running 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 Red Herring Prospectus / Red Herring 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 Red Herring Prospectus / Red Herring 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 Red Herring Prospectus / Red Herring 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.

For the Company	***Witness***
APTUS PHARMA LIMITED FOR APTUS PHARMA LTD MANAGING DIRECTOR **Tejash Maheshchandra Hathi** **Managing Director** **DIN: 03151221**	**Name:** GHANSHYAM V. PANSURIYA. **Address:** ISKCON HEIGHT, B-503 MAVDI, RAJKOT 360004 **Signature**

For the Book Running Lead Manager	*Witness*
INTERACTIVE FINANCIAL SERVICES LIMITED **Pradeep Ramprasad Sandhir** **Managing Director** **DIN: 06946411**	**Name:** D. Shashikala **Address:** 83, Dhanlaxmi Soc, Opp vmc, Old wadaj Road, Ahmedabad - 382415 **Signature**