

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 25/03/2026

Certificate No. SOY2026C291

GRN No. 149238296



Stamp Duty Paid : ₹ 700

Penalty : ₹ 0

(Rs. Only)

Seller / First Party Detail

Name: Jindal Supreme India Ltd

H.No/Floor: Na

Sector/Ward: Na

LandMark: 9 km delhi road

City/Village: Hisar

District: Hisar

State: Haryana

Phone: 70*****63



Buyer / Second Party Detail

Name: Sarthi Capital advisors Private limited

H.No/Floor: 411

Sector/Ward: Na

LandMark: Pratap bhawan 5 bahadur shah zafar

City/Village: New delhi

District: Central delhi

State: Delhi

Phone: 70*****03

Purpose: Issue Agreement Between The Book Running Lead Manager to the Issue And The Issuer

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OFFER AGREEMENT

BETWEEN

SARTHI CAPITAL ADVISORS PRIVATE LIMITED
(Book Running Lead Manager to the Offer)

AND

JINDAL SUPREME (INDIA) LIMITED
(The Issuer)

AND

VVJ ENTERPRISE PRIVATE LIMITED
(Selling Shareholder)



For VVJ Enterprise Private Limited
Director






OFFER AGREEMENT BETWEEN THE BOOK RUNNING LEAD MANAGER TO THE OFFER, THE ISSUER AND SELLING SHAREHOLDER:

THIS OFFER AGREEMENT is made on 25th Day of March, 2026 between

Sarthi Capital Advisors Private Limited, a Company registered under the Companies Act, 1956, and having its Registered Office at 411, Pratap Bhawan, 5 Bahadur Shah Zafar Marg, New Delhi - 110002 and Corporate Office at 401, 4th Floor, Manek Plaza, 167, Vidyanagari Marg, Kalina, Santacruz (East), Mumbai-400098, Maharashtra, India (hereinafter referred to as the Book Running Lead Manager "BRLM").

AND

Jindal Supreme (India) Limited, a Company registered under the Companies Act, 1956, and having its Registered Office at 9 K.M, O.P Jindal Marg, Hisar Cantt, Hisar - 125006, Haryana, India (hereinafter referred to as the "Issuer" or "Jindal")

AND

VVJ Enterprise Private Limited, a Company registered under the Companies Act, 1956, and having its Registered Office at 49A/41, Punjabi Bagh West, New Delhi, Delhi - 110026, India being the Selling Shareholder of the company (hereinafter referred to as the "Selling Shareholder")

WHEREAS:

- A. The Issuer propose to undertake an initial public offering of up to 1,34,28,000 equity shares of face value of Rs.10 each of the Company (the "Equity Shares"), comprising of a fresh issue of up to 1,07,41,149 Equity Shares by the Company, (the "Fresh Issue") and an offer for sale of up to 26,86,851 Equity Shares by the Selling Shareholder (the "Offer for Sale"), referred as the ("the Offer")
- B. The Issuer and selling shareholder have approached the Book Running Lead Manager to manage the offer and the Book Running Lead Manager has accepted the engagement *inter-alia*, subject to the Issuer and selling shareholder entering into an agreement for the purpose being these presents;
- C. The agreed fees and expenses payable to the Book Running Lead Manager for managing the Offer are set forth in the Mandate Letter dated July 22, 2025 along with continuation to mandate letter dated March 23, 2026 and pursuant to the SEBI ICDR Regulations, the Book Running Lead Manager is required to enter into this Agreement with the Company.
- D. The Issuer has obtained approval for the Offer pursuant to the Board Resolution dated October 20, 2025. The Issuer passed a special resolution under Section 62(1)(c) of Companies Act, 2013 at the Extra Ordinary General Meeting held on November 05, 2025 which collectively authorized the Issuer's Directors, or any other authorized representatives, for the purpose of the issuing and signing the Draft Red herring Prospectus, Red herring Prospectus and the Prospectus and this Agreement, any amendments or supplements thereto, and any and all other writings as any be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.

NOW, THEREFORE, the Issuer, Selling Shareholder and the Book Running Lead Manager do hereby agree as follows: -

1. The Offer would be managed by the Book Running Lead Manager solely.
2. Any change by way of addition to and deletion from the Offer Management team may be affected in prior consultation with the Book Running Lead Manager.
3. The Issuer and Selling shareholder hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices


For VVJ Enterprise Private Limited

Director


Jindal Supreme (India) Limited
Auth Sign
HISAR-125006


SARTHI CAPITAL ADVISORS PRIVATE LIMITED

issued by Securities and Exchange Board of India (hereinafter referred to as "the Board") and other relevant statutes to enable it to make the offer. The Issuer also undertakes to comply with the following requirements as and where applicable before opening of the Subscription List:

- a. Approval of lenders regarding the Offer.
 - b. Necessary Clearances from Government / Statutory Bodies / Municipal Authorities regarding the Offer.
 - c. Other Statutory approval required under any law or statute.
4. The Issuer and Selling Shareholder undertakes and declares that any information made available to the Book Running Lead Manager or any statement made in the Draft Offer Documents/Offer Document 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.
 5. The Issuer and Selling Shareholder also undertake to furnish complete audited report(s) (in case of a corporate body), other relevant documents, papers, information relating to pending litigations, etc., to enable the Book Running Lead Manager to corroborate the information and statements given in the Offer Document.
 6. The Issuer and Selling Shareholder accept full responsibilities 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 offer document to SEBI but prior to opening date of Offer.
 7. The Issuer and Selling Shareholder accept full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Offer.
 8. The Issuer and Selling Shareholder shall, if so required, extend such facilities as may be called for by the Book Running Lead Manager to enable it to visit the plant site, office of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company including the progress made in respect of the project implementation, status and other facts relevant to the Offer.
 9. The Issuer and Selling Shareholder shall extend all necessary facilities to the Book Running Lead Manager to interact on any matter relevant to the Offer with the solicitors/legal advisors, auditors, co-managers, consultants, advisors to the Offer, the financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the Offer in any capacity whatsoever.
 10. The Issuer and Selling Shareholder shall ensure that all advertisements prepared and released by the Advertising Agency or otherwise in connection with the Offer confirms to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the Book Running Lead Manager from time to time and that they shall not make any misleading or incorrect statements in any public communication or publicity material including corporate, product and offer advertisements of the Issuer, interviews by its promoters, directors, duly authorised employees, representatives of the issuer, documentaries about the Company or its promoters, periodical reports and press releases issued by the Issuer or research report made by the Issuer, any intermediary concerned with the Offer or their associates or at any press, brokers' or investors' conferences.
 11. The Issuer and Selling Shareholder shall not, without prior approval of the Book Running Lead Manager, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Offer such as Advertising Agencies, Printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates/ debenture certificates, refund orders/ unblocking of funds or other instruments, circulars or advices.
 12. The Issuer and Selling Shareholder 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 offer, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the Book Running Lead Manager.



For VVJ Enterprise Private Limited



Director

13. The Issuer and Selling Shareholder shall take such steps as are necessary to ensure the completion of allotment and dispatch of letters of allotment and refund orders/ unblocking of funds to the applicants including Non-Residents Indians soon after the basis of allotment is approved by the Designated Stock Exchanges but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 2013 as disclosed in the Offer Document.
14. The Issuer and Selling Shareholder shall take steps to pay the underwriting commission and brokerage to the underwriters and stock brokers, etc., within the time specified in any agreement with such underwriters, stock brokers, etc. or within a reasonable time.
15. The Issuer and Selling Shareholder undertakes to furnish such information and particulars regarding the Offer as may be required by the Book Running Lead Manager to enable them to file a report with SEBI in respect of the Offer.
16. The Issuer and Selling Shareholder shall keep the Book Running Lead Manager informed if it encounters any problem due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Company from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of Refund Orders/ Unblocking of Funds, Share Certificates, Debenture Certificates, Demat Credit, etc.
17. The Issuer and Selling Shareholder shall not resort to any legal proceedings in respect of any matter having a bearing on the offer except in consultation with and after receipt of advice from the Book Running Lead Manager.
18. The Issuer and Selling Shareholder shall, in consultation with the Book Running Lead Manager, file the Offer Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Offer Opening Date.
19. The Book Running Lead Manager shall have the right:
 - ⇒ To call for complete details from the promoters of all company in which the Issuer and their promoters / directors are connected in any way.
 - ⇒ To call for any reports, documents, papers, information etc., necessary from the Issuer to enable it to certify that the statements made in the offer are true and correct.
 - ⇒ To withhold submission of the Draft Offer Document / Offer Document to SEBI in case any of the particulars, information, etc., called for is not made available by the Issuer.
20. 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.
21. Any action in connection with the Offer, on behalf of or by the Issuer, shall be subject to prior consultation of the Book Running Lead Manager.
22. The Issuer and Selling Shareholder hereby indemnify and keep indemnified the Book Running Lead Manager, at all times from any claim or demand arising out of or in connection with or in relation to the Offer and holds the Book Running Lead Manager harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.
23. The Issuer and Selling Shareholder shall, in mutual consultation, agree and abide by the advice of the Book Running Lead Manager to suitably defer / postpone the offer in the event of any happenings which in the opinion of the Book Running Lead Manager would tend to paralyse 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 offer. For VVI Enterprise Private Limited



Director



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

For Sarthi Capital Advisors Private Limited
(Book Running Lead Manager)

Deepak Sharma
Director

In the Presence of:

Nachiket Pai



[Signature]
[Signature]

For Jindal Supreme (India) Limited
(Issuer Company)

Abhishek Jindal
Chairman and Managing Director

In the Presence of:

Aman Tayal



[Signature]
Aman

Selling shareholder

Janak Raj Jindal
On behalf of
VVJ Enterprise Private Limited

For VVJ Enterprise Private Limited

In the Presence of:

Rajbir Sharma

Director

[Signature]
[Signature]