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Haryana Government



Date : 19/11/2025

Certificate No. S0S2025K277

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Stamp Duty Paid : ₹ 700

Penalty : ₹ 0

(Rs. 200/- Only)

Seller / First Party Detail

Name: Bigshare Services private Limited

H.No/Floor : S6/2

Sector/Ward : 6

LandMark : Pinnacle business mahakali caves ro

City/Village : Andheri

District : Mumbai

State : Maharashtra

Phone : 70*****63



Buyer / Second Party Detail

Name : Jindal Supreme india Limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : 9 km op jindal marg

City/Village : Hisar cantt

District : Hisar

State : Haryana

Phone : 70*****63

Others : Vvj enterprise private limited, punjabi bagh west, new delhi, delhi

Purpose : RTA Agreement

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REGISTRAR AGREEMENT

DATED 19 November, 2025

AMONGST

JINDAL SUPREME (INDIA) LIMITED

AND

SELLING SHAREHOLDER

AND

BIGSHARE SERVICES PRIVATE LIMITED

For VVJ Enterprise Private Limited

SANAM JINDAL
Director



THIS AGREEMENT (THE "AGREEMENT") IS ENTERED INTO THIS ON 19 November 2025,
AT HISAR, AMONGST:

BIGSHARE SERVICES PRIVATE LIMITED, a company within the meaning of the Companies Act, 1956, as amended (the "Companies Act") bearing Corporate Identification Number (CIN) U99999MH1994PTC076534 and having its registered office at Office No.S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East), Mumbai - 400 093, Maharashtra, India (hereinafter referred to as the "BSPL" or "Registrar"), 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

JINDAL SUPREME (INDIA) LIMITED, a public company incorporated 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 "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, of the **SECOND PART**.

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, being the Selling Shareholder of the company offering 26,86,851 equity shares (hereinafter referred to as the "Selling Shareholder") 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 **THIRD PART**; and

In this Agreement:

The Registrar, the Selling Shareholder and the Company, are hereinafter individually referred to as a "Party" and collectively as "Parties"

WHEREAS

1. The Company 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 "Offer", unless the context so requires) to be offered to the public through the book building method (the "Book Building Process"), in accordance with the Companies Act, 2013, as amended, (the "Companies Act"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (the "SEBI ICDR Regulations") and such other applicable laws at such price as may be determined or discovered based on the Book Building Process and as agreed to by the Company in consultation with Sarthi Capital Advisors Private Limited (referred to as the "Book Running Lead Manager" or "BRLM") (the "Offer Price") and the Selling Shareholder. The Offer will be made (i) within India to Indian institutional, non-institutional and retail investors in reliance on Regulation S under the United States Securities Act of 1933 ("U.S. Securities Act"), ("Regulation S"), and (ii) outside the United States and India, in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law and the Applicable Laws of the jurisdictions where such offers and sales occur. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Selling Shareholder and the BRLM, on a discretionary basis, in accordance with the SEBI ICDR Regulations.
2. The Board of the directors of the Company ("Board") has, pursuant to the resolution dated October 20, 2025 approved the offer. Further, the shareholder of the Company pursuant to a special resolution in accordance with Section 62(1)(c) of the Companies Act, have approved the offer at the extraordinary general meeting held of the shareholder of the Company on November 05, 2025.

For VVJ Enterprise Private Limited

SONAM JINDAL
Director



3. The Selling Shareholder has consented to participate in the Offer for Sale in accordance with the terms agreed to in its consent letter (and/or respective board/ committee resolutions provided with the consent letters, as applicable).
4. The Company and the Selling Shareholder has approached BRLM to manage the Offer, on such terms and conditions as agreed with them.
5. The Company and the Selling Shareholder has approached the Registrar to act as the registrar to the Offer ("**Registrar to the Offer**") 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 ("**SEBI Act**").
6. The Registrar is registered with the SEBI under the Securities and Exchange Board of India (**Registrar to an Offer and Share Transfer Agents**) Regulations, 1993, as amended (the "**RTA Regulations**") and has a valid and subsisting registration number INR000001385 to act as the Registrar to the Offer (the activities pertaining to the Registrar are hereinafter collectively referred to as the "**Assignment**") and the Registrar has accepted the Assignment. The Board of Directors of the Company has approved the appointment of the Registrar as the Registrar to the Offer.
7. In terms of Regulation 9A(1)(b) of the RTA Regulations, the Registrar is required to enter into a valid agreement with the Company and the Selling Shareholder, *inter alia* to define the allocation of duties and responsibilities amongst the Registrar and the Company, and in pursuance of the same, the Parties are entering into this Agreement.
8. All capitalized terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the same meaning ascribed to such terms under the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to be filed by the Company with SEBI, the Registrar of Companies, Delhi and the National Stock Exchange of India Limited and BSE Limited (collectively, "**Stock Exchanges**"), as may be applicable. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Offer Documents shall prevail.
9. 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) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
 - (h) 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, consolidated, modified or re-enacted;

For VVJ Enterprise Private Limited

SOHAM JINDAL
Director



- (i) references to the Offer Documents shall mean the Offer Documents as of their respective dates;
- (j) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; and
- (k) unless otherwise defined the reference to the word 'days' shall mean calendar days; and
- (l) ~~the Parties acknowledge and agree that the Annexures and Schedules attached hereto form an integral part of this Agreement.~~

NOW THEREFORE, the Parties do hereby agree as follows:

1. The Company hereby appoints BSPL as the "Registrar to the Offer" and BSPL hereby accepts such appointment by accepting the terms of appointment and signing 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 in accordance with applicable law in respect of the Offer (including the rules and regulations prescribed by the SEBI and applicable provisions of the Companies Act). The Registrar undertakes that it shall be its 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 certificate of permanent registration from SEBI and that the certificate is valid from April 9, 2013 bearing registration no. INR000001385 from SEBI which is valid ~~permanently unless suspended or cancelled by SEBI (the "Certificate").~~ It shall also ensure that the certificate of registration shall remain in force at all times. The Registrar will keep the Company, the Selling Shareholder and the BRLM informed on an immediate basis if due to any reasons, its registration is cancelled, suspended or withheld or if it is prohibited or restricted from performing its Assignment by any regulatory authority. A copy of the registration certificate from SEBI is attached as **Schedule I** hereto;
 - (b) It has a clean track record and no penalty has been imposed upon it by SEBI in the past. 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 by SEBI, including the activities in relation to this Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, the Selling Shareholder and the BRLM of the same and cooperate to establish alternate arrangements for carrying out the Assignment as may be necessary to complete the Offer as per the mandated regulatory timelines;
 - (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 RTA Regulations and all other applicable rules, regulations, directions and guidelines, circulars, and notifications issued by SEBI including the SEBI ICDR Regulations and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the Selling Shareholder BRLM and the Bidders, 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, and investors or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time;
 - (d) It shall make adequate disclosure to the Company and the BRLM of the potential areas of conflict of interest and duties, which is likely to impair its ability to render fair, objective and unbiased services;
 - (e) It shall carry out its Assignment and complete all the formalities accurately, diligently, and within the specified time limits as per the relevant statutes, including without limitation, the SEBI ICDR Regulations and rules, regulations, guidelines and bye-laws prescribed by the stock

For VVI Enterprise Private Limited

Sohamy Jindal
Director



exchanges, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations") and the listing agreements, to be entered into by the Company with National Stock Exchange of India Limited and the BSE Limited (together the "Stock Exchanges"), as amended from time to time. The Registrar shall also duly notify the Company, the Selling Shareholder and the BRLM of any likely delay in completion of any of the activities forming part of the Assignment or the formalities related thereto. The Registrar shall also duly notify the Company, the Selling Shareholder and the BRLM of any errors committed while completing any of the activities forming part of the Assignment and the formalities related thereto;

- (f) It shall ensure that the demographic details provided by the Bidders in the Bid cum Application Forms shall not be used by it for any purpose other than in relation to the Offer;
- (g) It is not an associate and shall not be deemed to be an associate of the Company or the Selling Shareholder as mentioned under the RTA Regulations;
- (h) It shall keep and maintain the books of account and documents specified in Regulations 14 and 15 of the SEBI RTA Regulations, in respect of three preceding financial years for a period of three years;
- (i) It has not violated at any time the Code of Conduct prescribed under the RTA Regulations;
- (j) 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. It shall have a dedicated separate team of personnel handling post-Offer correspondence;
- (k) 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 it. It shall immediately notify the Company, the Selling Shareholder and the BRLM of any delay or errors committed or likely to occur while completing any formalities;
- (l) It shall co-operate and comply with any instructions the BRLM may provide in respect of the Offer provided that BRLM do not give any instructions which are in violation of any applicable rules and regulations;
- (m) It is a 'fit and proper person' as per the criteria specified in schedule II of the SEBI (Intermediaries) Regulations, 2008, as amended;
- (n) It has connectivity with the depositories, namely the National Securities Depositories Limited ("NSDL") and Central Depositories Services (India) Limited ("CDSL" together with NSDL referred to as the "Depositories") in this regard, shall provide all assistance to the company and BRLM in all other work incidental to, or connected with processing of electronic IDs application for is/refund/allotment/investor services/ listing permission/trading and procuring permissions;
- (o) 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 offering by a company;
- (p) It shall keep the Company, the Selling Shareholder and the BRLM fully informed about the progress with regard to any legal action initiated against it and/or any of its group entity by any regulator from time to time;
- (q) The entry into this Agreement does not violate, or constitute a breach of, any law, regulation, court or tribunal order or any agreement, deed or undertaking entered into by the Registrar;
- (r) In the event the Registrar is unable to continue to act as a Registrar to the Offer, at any point of time, due to any direction of any statutory or regulatory authority, it shall immediately inform the Company, the Selling Shareholder and the BRLM and take steps, in consultation

with and as per the direction of the Company for a smooth transition of the Equity Shares data held by the Registrar at no cost to the Company and the Selling Shareholder for such transition to another registrar as may be appointed by the Company in consultation with the BRLM; and

- (s) 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 performance of this Agreement does not violate, or constitute a breach of, any law, regulation, court or tribunal order or any agreement, deed or undertaking entered into by the Registrar.
4. The Company and the Selling Shareholder hereby declare that they have complied with and agree to comply with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations and other relevant statutes, rules, regulations and guidelines to enable them to make the Offer. The Company and the Selling Shareholder also agree that they will co-ordinate with the Registrar and that they will not give any instructions which are in violation of any applicable rules, regulations and guidelines issued by SEBI and any other relevant statutory/regulatory authority. In case the Company and the Selling Shareholder give any instructions which are not in conformity with the applicable laws, the Registrar shall immediately notify the Company and the Selling Shareholder in writing about such instructions pursuant to which Company will be free to withdraw / modify such instructions.
5. This Agreement entered into between the Company, the Selling Shareholder and the Registrar is for engaging BSPL as the Registrar to the Offer and does not in any way bind the Company to appoint BSPL as the registrar and share transfer agent of the Company. The Company has the absolute right to appoint any other agency as its registrar and transfer agent. In the event of appointment of any other agency as the registrar and transfer agent other than BSPL or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available to the Registrar by virtue of being the Registrar, to the Offer in a format compatible to the registrar and transfer agent appointed by the Company without any additional charges.
6. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule II** hereunder, which functions, duties and obligations are inclusive and not exhaustive and are generally in conformity with the model agreement contemplated under the RTA Regulations. The Parties may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the underwriting agreement, cash escrow agreement, share escrow agreement, syndicate agreement, the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the Abridged Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the Bid cum Application Form, the Anchor Investor Application Form, including all supplements, corrections, amendments, corrigenda, notices to investors, thereto (collectively, the "**Offer Documents**") to be issued by the Company in relation to the Offer. The Registrar hereby consents to the inclusion of its name as the Registrar to the Offer in the Offer Documents and in all such other documents as are required for the Offer.
7. Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:
- (a) To enter into an 'Underwriting Agreement' with the Company, the Selling Shareholder the BRLM and the 'Syndicate Agreement' in terms of which the members of the Syndicate shall fulfil their underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Underwriting Agreement;
- (b) To enter into a 'Share Escrow Agreement' with the Company, the Selling Shareholder and the BRLM in terms of which the Selling Shareholder shall prior to the filing of the Red Herring Prospectus open a share escrow account ("**Share Escrow Account**") with the Registrar wherein the Selling Shareholder shall transfer the shares offered by them ("**Offered Shares**"). The Registrar shall operate the Share Escrow Account in terms of the instructions issued by the BRLM and in terms of the Share Escrow Agreement;

For VI Enterprise Private Limited

Soyam Simdal
Director



- (c) Provide detailed instructions to the Bankers to the Offer, SCSBs, members of Syndicate, Collecting Depository Participants ("CDPs"), sub-Syndicate members/ agents, Registrars and Transfer Agents registered with SEBI ("RTAs") and Registered Brokers who are authorized to collect ASBA Forms from the Bidders in relation to the Offer (collectively, the "Designated Intermediaries"), including the format and timeline of receipt of information;
- (d) Providing/ specifying the format to the Designated Intermediaries in which information in relation to ASBA is required;
- (e) Intimation on the amount of processing fees payable to SCSBs in respect of syndicate ASBA and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs;
- (f) Intimating to the Designated Intermediaries before opening of the Offer, the basis of the commission payable, the Bid/ Offer Opening Date and Bid/ Offer Closing Date/time, including details of revision in Price Band, Floor Price, Bid/ Offer Period, if any;
- (g) Providing inputs for finalizing the Bankers to the Offer;
- (h) Follow up with Bankers to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Banker to the Offer and SCSB and advising the members of the Syndicate to be appointed by the BRLM through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;
- (i) It shall be the sole responsibility of the Registrar to procure and collect the final certificates from all the SCSBs, including the syndicate SCSBs, participating in the Offer, within two working days from the closure of the Offer;
- (j) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on the letterhead/ stamped, have been received within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
- (k) To obtain from the Depositories the Demographic Details of the Bidders (including PAN and MICR code) and check this data with the Bid file and highlight any discrepancies. In the event that the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category;
- (l) To review the sections related to Offer procedure in the Offer Documents and confirm their accuracy;
- (m) Collecting within the timelines provided and as specified by the Company and the Book Running Lead Managers:
 - i. The Bid cum Application Forms from the Designated Intermediaries and the Anchor Investor Application Forms from the BRLM;
 - ii. The electronic Bid file/ data from the Stock Exchanges;
 - iii. The aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary;
 - iv. Soft and hard copies, as applicable, of bank schedules, reconciled data and final certificates from all centres of the SCSBs and with respect to Anchor Investors, the Anchor Investor Application Forms from the BRLM and the
 - v. data/information with respect to the Bid Amount of Anchor Investors from the Bankers to the Offer; and

For VVJ Enterprise Private Limited

SOMAN JINDAL
Director

