

Non Judicial



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Haryana Government**



Date : 20/08/2026

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Stamp Duty Paid : ₹ 700
(Rs. Only)
Penalty : ₹ 0
(Rs. Only)

Seller / First Party Detail

Name: Jindal Supreme india Limited
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village : Hisar District : Hisar State : Haryana
Phone: 70*****63



Buyer / Second Party Detail

Name : Sarthi Capital advisors Private limited
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village: Mumbai District : Mumbai State : Maharashtra
Phone : 70*****63

Purpose : Syndicate Agreement

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SYNDICATE AGREEMENT

DATED SEPTEMBER 03, 2026

BY AND AMONGST

**JINDAL SUPREME (INDIA) LIMITED
(Issuer Company)**

AND

**VVJ ENTERPRISE PRIVATE LIMITED
(Promoter Group Selling Shareholder)**

AND

**SARTHI CAPITAL ADVISORS PRIVATE LIMITED
(Book Running Lead Manager)**

AND

**BIGSHARE SERVICES PRIVATE LIMITED
(Registrar to the Offer)**

AND

**MARWADI CHANDARANA INTERMEDIARIES BROKERS PRIVATE LIMITED
(Syndicate Member)**

For JINDAL SUPREME INDIA LIMITED

Director

1



For VVJ ENTERPRISE PVT. LTD.

Director



SYNDICATE AGREEMENT

This SYNDICATE AGREEMENT ("Agreement") is entered on September 03, 2026 at Hisar, by and amongst:

1. **JINDAL SUPREME (INDIA) LIMITED**, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9th KM, O P Jindal Marg, Hisar Cantt, Hisar - 125006, Haryana (hereinafter referred to as the "**Company**"), which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

2. **VVJ Enterprise Private Limited**, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at Farm No-21, Green Avenue Lane, Vasant Kunj, South Delhi - 110070, India; (the "**Promoter Group Selling Shareholder**" or "**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;

AND

3. **SARTHI CAPITAL ADVISORS PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at 411, Fourth Floor, Pratap Bhawan, 5-Bahadurshah 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 "**Sarthi**" or "**Book Running Lead Manager**" or "**BRLM**"), which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

4. **BIGSHARE SERVICES PRIVATE LIMITED**, a company under the provisions of Companies Act, 1956 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 - 400093 ("**Registrar**" or "**Registrar to the Offer**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

5. **MARWADI CHANDARANA INTERMEDIARIES BROKERS PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 2013 and having SEBI registration number INZ000250531 and having its registered Office at X-change Plaza, Office no. 1201 to 1205, 12th Floor, Building No. 53E, Zone-5, Road 5E, Gift City, Gandhinagar - 382355, Gujarat, India (hereinafter referred to as "**MCIBPL**" or "**Syndicate Member**"), 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 Book Running Lead Manager and the Syndicate Member shall be collectively referred to as the '**Syndicate**' or '**Member of the Syndicate**'

The Company, the Selling Shareholder, the BRLM, Syndicate Member and the Registrar to the Offer are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- (A) The Company proposes to undertake an initial public offering of up to 1,34,28,000 Equity shares of face value of ₹10 each of the Company (the "**Equity Shares**"), comprising 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 held by the Selling Shareholder (the "**Promoter Group Offered Shares**"), 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 Law (as defined herein), at such price as may be determined through the Book Building

For VVJ ENTERPRISE PVT. LTD

Director

2

For JINDAL SUPREME INDIA LIMITED

A7



Director



Process under the SEBI ICDR Regulations and agreed to by the Company, in consultation with the BRLM (the "Offer Price"). The Offer may include allocation of Equity Shares to certain Anchor Investors by the Company, in consultation with the BRLM, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Offer includes an offer within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations and in reliance on Regulation S ("Regulation S") under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act").

- (B) The board of directors of the Company ("Board of Directors" or "Directors") pursuant to resolution dated October 20, 2025 and the Shareholders of the Company pursuant to a resolution dated November 05, 2025, in accordance with Section 62(1)(c) of the Companies Act have approved and authorized the Offer.
- (C) The Selling Shareholder has, through their consent letter, consented to participate in the Offer for Sale for upto 26,86,851 Equity Shares held by it. (**Offered Shares**):
- (D) The Company has appointed the BRLM to manage the Offer, and the BRLM has accepted the engagement in terms of the Mandate letter dated July 22, 2025 and subsequent continuation letter dated March 23, 2026 (the "**Mandate Letter**") subject to the terms and conditions set forth therein. In furtherance to the Mandate Letter, the Company along with the Selling Shareholder and the BRLM have entered into an Offer agreement dated March 25, 2026 ("**Offer Agreement**").
- (E) Pursuant to an agreement dated November 19, 2025, the Company and the Selling shareholder have appointed Bigshare Services Private Limited as the Registrar to the Offer ("**Registrar Agreement**").
- (F) The Company had filed the Draft Red Herring Prospectus dated April 13, 2026 with Securities and Exchange Board of India (the "**SEBI**") in accordance with the SEBI ICDR Regulations and subsequently, after incorporating all comments and observations received from SEBI and the Stock Exchanges, the Company proposes to file a Red Herring Prospectus (the "**Red Herring Prospectus**") issued with respect to the Offer and upon successful completion of the Book Building Process, a prospectus issued with respect to the Offer, with the RoC, BSE Limited and National Stock Exchange of India Limited (together, "**Stock Exchanges**") and SEBI in accordance with the Companies Act and the SEBI ICDR Regulations.
- (G) In accordance with the requirements of the UPI Circulars, the Company and the Selling shareholder, in consultation with the BRLM, has appointed Axis Bank Limited as the Sponsor Bank, in accordance with the terms of the Cash Escrow and Sponsor Bank Agreement, to act as a conduit between the Stock Exchanges and the NPCI (*as defined below*) in order to push the UPI Mandate Requests in respect of UPI Bidders and their UPI accounts as per the UPI Mechanism (*as defined below*), and perform other duties and undertake such obligations as required under the UPI Circulars and the Cash Escrow and Sponsor Bank Agreement in relation to the Offer.
- (H) The Offer will be made under UPI Phase III of the UPI Circulars. In order to arrange for the procurement of Bids (other than the Bids directly submitted to the Self Certified Syndicate Banks, Bids collected by Registered Brokers at the Broker Centers, Bids collected by the RTAs at the Designated RTA Locations and the Bids collected by CDPs at the Designated CDP Locations), the collection of Bids from ASBA Bidders and Anchor Investors and to conclude the process of Allotment and listing in accordance with the SEBI ICDR Regulations and other Applicable Law, and the Company, in consultation with the Book Running Lead Manager, have appointed the Syndicate to procure Bids for the Offer.
- (I) This Agreement sets forth the terms of appointment of the Syndicate Members and the various obligations and responsibilities of the Syndicate Members. The Parties have agreed to enter into and be bound by the terms and conditions contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 All capitalized terms used in this Agreement, including the recitals of this Agreement, that are not specifically defined herein shall have the meaning assigned to them in the Offer Documents (*as defined below*), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail, to the extent of any such inconsistency or

For VVJ ENTERPRISE PVT. LTD.

Director

3

For JINDAL SUPREME INDIA LIMITED

Director



discrepancy. The following terms shall have the meanings ascribed to such terms below:

"Acknowledgement Slip" shall mean the slip or document issued by a Designated Intermediary(ies) to a Bidder as proof of registration of the Bid cum Application Form;

"Affiliate" with respect to any Party shall mean (i) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (ii) any other person which is a holding company, or subsidiary or joint venture of such Party, and/or (iii) any other person in which such Party has a "significant influence" or which has "significant influence" over such Party, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person, but, is less than Control over those policies and shareholders beneficially holding, directly or indirectly, through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this Agreement, the terms "holding company" and "subsidiary" have the respective meanings set forth in Sections 2(46) and 2(87) of the Companies Act, respectively. In addition, the Promoter and the Group Companies and the members of the Promoter Group shall be deemed to be Affiliates of the Company. The terms **"Promoter"**, **"Promoter Group"** and **"Group Companies"** shall have the meanings given to the respective terms in the Offer Documents;

"Agreement" shall have the meaning attributed to such term in the Preamble;

"Allotment" or **"Allotted"** or **"Allot"** shall mean, unless the context otherwise requires, allotment or transfer, as the case may be of Equity Shares offered pursuant to the Fresh Issue and transfer of the Offered Shares by the Selling Shareholder pursuant to the Offer for Sale to the successful Bidders;

"Allotment Advice" shall mean a note or advice or intimation of Allotment sent to each successful Bidders who have been or are to be Allotted the Equity Shares after the Basis of Allotment has been approved by the Designated Stock Exchange;

"Allottee" shall mean a successful Bidder to whom the Equity Shares are Allotted;

"Anchor Investor(s)" shall mean a qualified institutional buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus which has Bid for an amount of at least ₹100 million;

"Anchor Investor Allocation Price" shall mean the price at which Equity Shares will be allocated to Anchor Investors on the Anchor Investor Bid/ Offer Period in terms of the Red Herring Prospectus and the Prospectus which will be decided by the Company, in consultation with the BRLM;

"Anchor Investor Bid/ Offer Period" shall mean one Working Day prior to the Bid/ Offer Opening Date, on which Bids by Anchor Investors shall be submitted, and allocation to the Anchor Investors shall be completed;

"Anchor Investor Offer Price" shall mean the final price at which the Equity Shares will be Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which price will be equal or higher than the Offer Price, but not higher than the Cap Price, and decided by the Company, in consultation with the BRLM;

"Anchor Investor Pay-in Date", with respect to Anchor Investor(s), it shall be the Anchor Investor Bid/ Offer Period, and in the event the Anchor Investor Allocation Price is lower than the Offer Price, not later than two Working Days after the Bid/ Offer Closing Date;

"Anchor Investor Portion" shall mean up to 60% of the QIB Portion, which may be allocated by the Company, in consultation with the BRLM, to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations of which 40% of the Anchor Investor Portion shall be reserved in the following manner (i) 33.33% of the Anchor Investor Portion shall be reserved for domestic Mutual Funds; and (ii) 6.67% of the Anchor Investor Portion shall be reserved for Life Insurance Companies and Pension Funds, subject to valid Bids being received from domestic Mutual Funds, Life Insurance Companies and Pension Funds, as applicable, at or above the Anchor Investor Allocation Price. Any under-subscription in the Life Insurance Companies and Pension Funds Category specified may be

For **VVJ ENTERPRISE PVT. LTD.**

Director

4



For **JINDAL SUPREME INDIA LIMITED**

Director



allocated to domestic Mutual Funds, in accordance with the SEBI ICDR Regulations.;

"Applicable Law" shall mean any applicable law, statute, bye law, regulation, rule, guideline, notification circular, order, regulatory policy (including any requirement or notice of any regulatory body), order of any judicial or quasi-judicial authority or directive, delegated or subordinate legislation in any applicable jurisdiction, inside or outside India, including, any applicable securities law in any relevant jurisdiction, the SEBI Act, the SCRA, the SCRR, the Companies Act, the SEBI ICDR Regulations, the SEBI Listing Regulations, the Foreign Exchange Management Act, 1999 and rules and regulations thereunder, and the guidelines, instructions, rules, communications, circulars and regulations issued by any Governmental Authority, similar rules, regulations, orders and directions in force in other jurisdictions where there is any invitation, offer of the Equity Shares in the Offer;

"ASBA" shall mean an application, whether physical or electronic, used by Bidders (other than Anchor Investors) to make a Bid and authorising an SCSB to block the Bid Amount in the ASBA Account and will include applications made by UPI Bidders using the UPI Mechanism where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by UPI Bidders using the UPI Mechanism;

"Application Supported by Blocked Amount or ASBA Account" shall mean a bank account maintained with an SCSB by an ASBA Bidders as specified in the ASBA Form submitted by ASBA Bidders for blocking the Bid Amount mentioned in the relevant ASBA Form, which may be blocked by such SCSB or the account of the UPI Bidders blocked upon acceptance of UPI Mandate Request by the UPI Bidders using the UPI Mechanism, to the extent of the Bid Amount of the ASBA Bidder;

"Arbitration Act" shall mean the Arbitration and Conciliation Act, 1996, as amended;

"ASBA Account" shall mean a bank account maintained with an SCSB by an ASBA Bidder, as specified in the ASBA Form submitted by ASBA Bidders for blocking the Bid Amount mentioned in the relevant ASBA Form and includes the account of a UPI Bidder which is blocked upon acceptance of a UPI Mandate Request made by the UPI Bidder using the UPI Mechanism to the extent of the Bid Amount of the ASBA Bidder;

"ASBA Bidder" shall mean all Bidder except Anchor Investors;

"ASBA Form" shall mean an application form, whether physical or electronic, used by ASBA Bidders to submit Bids, which will be considered as the application for Allotment in terms of Red Herring Prospectus and the Prospectus;

"Basis of Allotment" shall mean the basis on which Equity Shares will be allotted to successful Bidders under the Offer;

"Bid" shall mean an indication to make an offer during the Bid/ Offer Period by an ASBA Bidder pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/ Offer Period by an Anchor Investor, pursuant to the submission of an Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations and in terms of the Red Herring Prospectus and the Bid cum Application Form. The term "Bidding" shall be construed accordingly;

"Bid Amount" means the highest value of optional Bids indicated in the Bid cum Application Form and payable by the Bidder/ blocked in the ASBA Account on submission of a bid in the Offer

"Bidder" shall mean any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form, and unless otherwise stated or implied, includes an Anchor Investor;

"Bidding Centres" shall mean centres at which the Designated Intermediaries shall accept the ASBA Forms, i.e., Designated Branches for SCSBs, Specified Locations for the Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for CDPs;

"Bid cum Application Form" shall mean the Anchor Investor Application Form or the ASBA Form, as the context requires;

For JINDAL SUPREME INDIA LIMITED

Director



5



For VVJ ENTERPRISE PVT. LTD.

Director



"Bid/ Offer Closing Date" shall mean except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, which shall also be published in all editions of the Financial Express, an English national daily newspaper with wide circulation and all editions of Jansatta, a Hindi national daily newspaper each with wide circulation (Hindi being the regional language where registered office of the company is situated, each with a wide circulation, in case of any revisions, the extended Bid/ Offer Closing Date will be widely disseminated by notification to the Stock Exchanges, by issuing a public notice, and also by indicating the change on the websites / terminals of the Book Running Lead Manager / Syndicate and by intimation to the Designated Intermediaries and the Sponsor Banks, which shall also be notified in an advertisement in the same newspapers in which the Bid/ Offer Opening Date was published as required under the SEBI ICDR Regulations, the Company, in consultation with the BRLM, may consider closing the Bid/ Offer Period for QIBs one Working Day prior to the Bid/ Offer Closing Date in accordance with the SEBI ICDR Regulations;

"Bid/ Offer Opening Date" shall mean except in relation to Bids received from the Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids for the Offer, which shall also be published in all editions of the Financial Express of the English national daily newspaper with wide circulation, Jansatta, all editions of the Hindi national daily newspaper (Hindi being the regional language of Delhi, where our Registered office of the company is located), each with a wide circulation;

"Bid/ Offer Period" shall mean, except in relation to Anchor Investors, the period between the Bid/Offer Opening Date and the Bid/Offer Closing Date, inclusive of both days, during which prospective Bidders can submit their Bids, including any revisions thereto in accordance with the SEBI ICDR Regulations. Provided that the Bidding shall be kept open for a minimum of three Working Days for all categories of Bidders, other than Anchor Investors. The Company may, in consultation with the BRLM, consider closing the Bid/Offer Period for the QIB Category one Working Day prior to the Bid/Offer Closing Date in accordance with the SEBI ICDR Regulations. The Bid/Offer Period will comprise of Working Days only. In cases of force majeure, banking strike or similar circumstances, the Company may, for reasons to be recorded in writing, extend the Bid/Offer Period for a minimum of three Working Days, subject to the Bid/Offer Period not exceeding 10 Working Days;

"Book Building Process" shall mean the book building process as described in Part A of Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made;

"Book Running Lead Manager" or "BRLM" shall have the meaning attributed to such term in the Preamble;

"Broker Centres" shall mean broker centres notified by the Stock Exchanges where ASBA Bidders can submit the ASBA Forms to a Registered Broker provided that UPI Bidders may only submit ASBA Forms at such broker centres if they are Bidding using the UPI Mechanism, and details of which are available on the websites of the respective Stock Exchanges. The details of such Broker Centres, along with the names and the contact details of the Registered Brokers are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com) and updated from time to time;

"CDP" or "Collecting Depository Participant" shall mean a depository participant as defined under the Depositories Act, 1996, registered with SEBI and who is eligible to procure Bids at the Designated CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI as per the list available on the websites of BSE and NSE (www.bseindia.com and www.nseindia.com), as updated from time to time;

"Cap Price" shall mean the higher end of the Price Band, subject to any revisions thereof, above which the Offer Price and the Anchor Investor Offer Price will not be finalised and above which no Bids will be accepted. The Cap Price shall be at least 105% of the Floor Price;

"CAN" or "Confirmation of Allocation Note" shall mean notice or intimation of allocation of the Equity Shares sent to Anchor Investors, who have been allocated the Equity Shares, on/after the Anchor Investor Bid/ Offer Period;

For WJ ENTERPRISE PVT. LTD.

Director

For JINDAL SUPREME INDIA LIMITED

Director



"Cash Escrow and Sponsor Bank Agreement" shall mean the agreement entered into amongst the Company, the Selling Shareholder, the BRLM, Syndicate Members, the Bankers to the Offer and the Registrar to the Offer for, inter alia, for the collection of the Bid Amounts from Anchor Investors, transfer of funds to the Public Offer Account and where applicable, refunds of the amounts collected from Anchor Investors, on the terms and conditions thereof, in accordance with the UPI Circulars;

"Company" shall have the meaning attributed to such term in the Preamble;

"Companies Act" or **"Companies Act, 2013"** shall mean the Companies Act, 2013 along with the relevant rules, regulations, and clarifications, circulars and notifications issued modifications thereunder;

"Control" shall have the meaning given to the term "control" under the SEBI ICDR Regulations, read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; and the terms "Controlling" and "Controlled" shall be construed accordingly;

"Cut-off Price" shall mean the Offer Price, as finalised by the Company, in consultation with the BRLM, which shall be any price within the Price Band. Only Retail Individual Bidders bidding in the Retail Portion are entitled to Bid at the Cut-off Price. QIBs (including Anchor Investors) and Non-Institutional Bidders are not entitled to Bid at the Cut-off Price;

"Designated SCSB Branches" shall mean such branches of the SCSBs which shall collect ASBA Forms, a list of which is available on the website of the SEBI at (<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35>) and updated from time to time, and at such other websites as may be prescribed by SEBI from time to time;

"Designated CDP Locations" shall mean such locations of the CDPs where Bidders can submit the ASBA Forms, a list of which, along with names and contact details of the Collecting Depository Participants eligible to accept ASBA Forms are available on the websites of the respective Stock Exchanges (www.bseindia.com and www.nseindia.com);

"Designated Date" shall mean the date on which the Escrow Collection Bank(s) transfer funds from the Escrow Account to the Public Offer Account or the Refund Account, as the case may be, and/or the instructions are issued to the SCSBs (in case of a UPI bidder, instruction issued through the Sponsor Banks) for the transfer of amounts blocked by the SCSBs in the ASBA Accounts to the Public Offer Account or are unblocked, as the case may be, in terms of the Red Herring Prospectus and the Prospectus after finalization of the Basis of Allotment in consultation with the Designated Stock Exchange, following which Equity Shares will be Allotted in the Offer;

"Designated Intermediaries" in relation to ASBA Forms submitted by RIBs by authorizing an SCSB to block the Bid Amount in the ASBA Account, shall mean SCSBs. In relation to ASBA Forms submitted by UPI Bidders (using UPI Mechanism) where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by such UPI Bidders using the UPI Mechanism, Designated Intermediaries shall mean Syndicate, sub-syndicate/agents, Registered Brokers, CDPs, SCSBs and RTAs. In relation to ASBA Forms submitted by QIBs and Non-Institutional Bidders, Designated Intermediaries shall mean Syndicate, sub-syndicate/agents, SCSBs, Registered Brokers, the CDPs and RTAs;

"Designated RTA Locations" shall mean such locations of the RTAs where Bidders can submit the ASBA Forms to RTAs, a list of which, along with names and contact details of the RTAs eligible to accept ASBA Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com);

"Designated Stock Exchange" shall mean shall mean the designated stock exchange as disclosed in the Offer Documents;

"Directors" shall mean the members on the Board of Directors;

"Dispute" shall have the meaning attributed to such term in Clause 14.1;

For JINDAL SUPREME INDIA LIMITED

Director

For VVJ ENTERPRISE PVT. LTD

Director



"Disputing Parties" shall have the meaning attributed to such term in Clause 14.1;

"DP ID" shall mean the depository participant's identity number;

"Draft Red Herring Prospectus", "Red Herring Prospectus" and "Prospectus" shall mean the offering documents used or to be used in connection with the Offer, as filed or to be filed with the SEBI, the Stock Exchanges and the RoC, as applicable, and any amendments, supplements, addenda, notices, corrections or corrigenda to such offering documents;

"Drop Dead Date" shall have the meaning given to such term in the Cash Escrow and Sponsor Bank Agreement;

"Eligible NRIs" shall mean NRI(s) from jurisdictions outside India where it is not unlawful to make an offer or invitation under the Offer and in relation to whom the Bid cum Application Form and the Red Herring Prospectus will constitute an invitation to purchase the Equity Shares issued in the Offer;

"Equity Shares" shall have the meaning attributed to such term in the recitals of this Agreement;

"Escrow Account(s)" shall mean the 'no-lien' and 'non-interest bearing' account(s) opened with Escrow Collection Bank and in whose favour the Anchor Investors will transfer money through direct credit or NEFT or RTGS or NACH in respect of the Bid Amount when submitting a Bid;

"Escrow Collection Bank" shall mean a bank, which is a clearing member and registered with SEBI as a banker to an Offer under BTI Regulations and with whom the 'escrow accounts' have been opened, pursuant to the Cash Escrow and Sponsor Bank Agreement;

"FEMA" shall mean the Foreign Exchange Management Act, 1999, including the rules and regulations thereunder;

"Floor Price" shall mean the lower end of the Price Band, subject to any revision(s) thereto, not being lower than the face value of the Equity Shares, at or above which the Offer Price and the Anchor Investor Offer Price will be finalised and below which no Bids, will be accepted. The Floor Price shall not be less than the face value of the Equity Shares;

"Governmental Authority" shall include the SEBI, the Stock Exchanges, the RoC, the RBI, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;

"IST" shall mean Indian Standard Time;

"Issue" shall have the meaning attributed to such term in Recital A;

"Material Adverse Change" shall mean, individually or in the aggregate, a material adverse change, probable or otherwise, or any development reasonably likely to involve a prospective material adverse change (i) on the condition, financial or otherwise, or in the assets, liabilities, earnings, business, management, operations or prospects of the Company, either individually or taken as a whole (including any loss or interference with its business from fire, explosions, flood or other calamity, whether or not covered by insurance, or from court or governmental action, order or decree; or (ii) on the ability of the Company to execute or deliver this Agreement or the Engagement Letter, or perform its obligations under, or to consummate the transactions contemplated by this Agreement, or the Engagement Letter, or Underwriting Agreement, including the issuance, Allotment and delivery of the Shares to the successful applicants; or (iii) on the ability of the Company to execute or deliver this Agreement or the Engagement Letter, or perform its obligations under, or to consummate the transactions contemplated by this Agreement, or the Engagement Letter, or Underwriting Agreement, including the issuance, Allotment and delivery of the Shares to the successful applicants or (iv) on the ability of the Company to conduct its businesses as was previously conducted;

"Mutual Funds" shall mean the mutual funds registered with SEBI under the Securities and

For **VJ ENTERPRISE PVT. LTD.**

Director

8

For **JINDAL SUPREME INDIA LIMITED**

Director



Exchange Board of India (Mutual Funds) Regulations, 1996;

"Net QIB Portion" shall mean QIB Portion less the number of Equity Shares Allotted to the Anchor Investors;

"NSE" shall mean the National Stock Exchange of India Limited;

"Non-Institutional Bidders" or **"Non-Institutional Investors"** shall mean all Bidders, that are not QIBs or Retail Individual Bidders who have Bid for Equity Shares for an amount of more than ₹2 lakhs (Indian Rupees Two Lakhs Only) (but not including NRIs other than Eligible NRIs);

"Non-Institutional Portion" shall mean the portion of the Offer being not less than 15% of the Offer, which shall be available for allocation to Non-Institutional Bidders, subject to valid Bids being received at or above the Offer Price, subject to the following and in accordance with the SEBI ICDR Regulations, out of which: (i) one-third of the portion available to Non-Institutional Bidders shall be reserved for applicants with an application size of more than ₹ 2 lakhs (Indian Rupees Two Lakhs Only) and up to ₹ 10 lakh (Indian Rupees Ten Lakhs Only), and (ii) two-third of the portion available to Non-Institutional Bidders shall be reserved for applicants with an application size of more than ₹ 10 lakh (Indian Rupees Ten Lakhs Only), provided that the unsubscribed portion in either of the aforementioned sub-categories may be allocated to applicants in the other sub-category of Non-Institutional Bidders, subject to valid bids being received at or above the Offer Price;

"NRI" shall mean a person resident outside India who is a citizen of India as defined under the Foreign Exchange Management (Deposit) Regulations, 2016, as amended or is an 'Overseas Citizen of India' cardholder within the meaning of section 7(A) of the Citizenship Act, 1955 and includes FIIs, FPIs, FVCIs and Eligible NRIs;

"Offer Documents" shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the Bid cum Application Form including the abridged prospectus, the Confirmation of Allocation Notes, the Allotment Advice, any Supplemental Offer Material and any amendments, supplements, notices, addenda, corrections or corrigenda to such offering documents;

"OCBs" or **"Overseas Corporate Body"** shall mean a company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts in which not less than 60% of the beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date was eligible to undertake transactions pursuant to the general permission granted to OCBs under the FEMA. OCBs are not allowed to invest in the Offer;

"Offer" shall have the meaning attributed to such term in Recital A;

"Offer Agreement" shall have the meaning attributed to such term in Recital C;

"Offer Price" shall have the meaning attributed to such term in Recital A;

"Other Agreements" shall mean the Engagement Letter, Mandate Letter, Underwriting Agreement, any Escrow agreement, any syndicate agreement or other agreement entered into by the Company in connection with the Offer

"PAN" shall mean the permanent account number;

"Parties" or **"Party"** shall have the meaning attributed to such term in the preamble of this Agreement;

"Pay-in Date" with respect to Anchor Investors, shall mean the Anchor Investor Pay-in Date mentioned in the revised CAN;

"Price Band" shall mean the price band of a minimum price (Floor Price) and the maximum price (Cap Price) and includes any revisions thereof.

"Price Band" shall mean the date on which the Company, in consultation with the Book Running

Director

Director

Lead Manager, will finalize the Offer Price;

"Promoters" shall mean Abhishek Jindal & Sonam Jindal;

"Promoter Group" shall mean the entities constituting the promoter group of the Company in terms of Regulation 2(1) (pp) of the SEBI ICDR Regulations;

"Public Offer Account" shall mean the 'no-lien' and 'non-interest bearing' account to be opened with the Public Offer Account Bank, under Section 40(3) of the Companies Act to receive monies from the Escrow Account and ASBA Accounts on the Designated Date;

"Public Offer Account Bank" shall mean bank which is clearing member and registered with SEBI as a banker to an Offer and with which the Public Offer Account will be opened;

"QIB Portion" shall mean the portion of the Offer (including the Anchor Investor Portion) being not more than 50% of the Offer which shall be allocated to QIBs, including the Anchor Investors (which allocation shall be on a discretionary basis, as determined by the Company, in consultation with the BRLM) subject to valid Bids being received at or above the Offer Price or Anchor Investor Offer Price;

"QIB" or **"Qualified Institutional Buyers"** shall mean a qualified institutional buyer as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations;

"RBI" shall mean Reserve Bank of India;

"Refund Account" shall mean the account to be opened with the Refund Bank(s), from which refunds, if any, of the whole or part of the Bid Amount to the Bidders shall be made;

"Refund Bank" shall mean Banker to the Offer with whom the Refund Account will be opened;

"Registered Brokers" shall mean stock brokers registered under the SEBI (Stock Brokers) Regulations, 1992, as amended, with the Stock Exchanges having nationwide terminals other than the member of the Syndicates, and eligible to procure Bids in terms of the circular No. CIR/CFD/14/2012 dated October 4, 2012 issued by SEBI;

"Registrar" or **"Registrar to the Offer"** shall have the meaning attributed to such term in the preamble of this Agreement;

"Registrar and Share Transfer Agents" or **"RTAs"** shall mean registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations as per the lists available in the website of BSE and NSE, and the UPI Circulars;

"Retail Individual Bidders" or **"RIBs"** shall mean Individual Bidders (including HUFs the bidding options in the Offer; applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs) who have Bid for the Equity Shares for an amount not more than ₹2 lakhs (Indian Rupees Two Lakhs Only) in any of the bidding options in the Offer;

"Retail Portion" shall mean the portion of the Offer being not less than 35% of the Offer, which shall be available for allocation to Retail Individual Bidders in accordance with the SEBI ICDR Regulations, which shall not be less than the minimum Bid Lot, subject to valid Bids being received at or above the Offer Price;

"Revision Form" shall mean the form used by Bidders to modify the quantity of the Equity Shares or the Bid Amount in any of their Bid cum Application Forms or any previous Revision Form(s), as applicable. QIB Bidders and Non-Institutional Bidders are not allowed to withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage. UPI Bidders can revise their Bids during the Bid/Offer Period and withdraw their Bids until Bid/Offer Closing Date;

"RoC" or **"Registrar of Companies"** means the Registrar of Companies, Haryana;

"RoC Filing" shall mean the filing of the Prospectus with the RoC in accordance with Section 26 and

For VV ENTERPRISE PVT. LTD.

For JINDAL SUPREME INDIA LIMITED

Director

Director

