

- 9.1. Syndicate Member and/or its respective Affiliates (together, the "Group") may be engaged in a wide range of financial services and businesses (including asset management, financing, securities or derivatives trading and brokerage, insurance, corporate and investment banking and research). In the ordinary course of their activities, each Group may at any time hold "long" or "short" positions and may trade in or otherwise effect transactions for their own account or accounts of customers in debt or equity securities of any company that may be involved in the Offer. Members of each Group and businesses within each Group generally act independently of each other, both for their own account and for the account of clients. Accordingly, there may be situations where parts of a Group and/or their clients either now have or may in the future have interests, or take actions, that may conflict with the Company's interests. For example, a Group may, in the ordinary course of business, engage in trading in financial products or undertake other investment businesses for their own account or on behalf of other clients, including, but not limited to, trading in or holding long, short or derivative positions in securities, loans or other financial products of the Company, its Affiliates or other entities connected with the Offer. The BRLM and its Group shall not restrict their activities as a result of this engagement, and the BRLM and their respective Groups may undertake any business activity without further consultation with, or notification to, the Company. Neither this Agreement nor the receipt by the Syndicate Member or its Groups of confidential information or any other matter shall give rise to any fiduciary, equitable or contractual duties (including any duty of trust or confidence) that would prevent or restrict such Syndicate Member or its Group from acting on behalf of other customers or for their own accounts or in any other capacity. Further, the Company acknowledges that from time to time each Group's research department may publish research reports or other materials, the substance and/or timing of which may conflict with the views or advice of the members of the Groups investment banking department and may have an adverse effect on the Company's interests in connection with the Offer or otherwise.
- 9.2. Members of each Group, its directors, officers and employees may also at any time invest on a principal basis or manage funds that invest on a principal basis, in debt or equity securities of any company that may be involved in the Offer (including of the Company), or in any currency or commodity that may be involved in the Offer, or in any related derivative instrument, subject to Applicable Law. Further, the Syndicate Member and any of the members of the Group may, at any time, engage, in ordinary course, broking activities for any company that may be involved in the Offer.
- 9.3. The Syndicate Member and/or their respective Affiliates may be representing and/or may have provided financial advisory and financing services for and received compensation from any one or more of the parties which are or may hereafter become involved in this transaction. The Group may, in the future, seek to provide financial services to and receive compensation from such parties pursuant to client relationships. Neither this Agreement nor the receipt by a Syndicate Member of Confidential Information or any other matter shall give rise to any fiduciary, equitable or contractual duties (including any duty of trust or confidence) that would prevent or restrict the Syndicate Member from acting on behalf of other customers or for their own accounts or in any other capacity. The Company acknowledges and agrees that, by reason of law or duties of confidentiality owed to other persons, or the rules of any regulatory authority, the Group may be prohibited from disclosing information to the Company (or such disclosure may be inappropriate), including information as to the Group's possible interests as described in this Clause 9 and information received pursuant to client relationships.

10. TERMINATION

- 10.1. The engagement of each of the Syndicate Members shall continue until the commencement of trading of the Equity Shares on the Stock Exchanges or such other date that may be agreed among the Parties, unless the engagement is terminated earlier pursuant to the terms of the Engagement Letter or this Agreement. In the event this Agreement is terminated before the commencement of trading of the Equity Shares on the Stock Exchanges, the Parties agree that the Draft Red Herring Prospectus, the Red Herring Prospectus and/or the Prospectus, as the case may be, will be withdrawn from the SEBI as soon as practicable after such termination.
- 10.2. Notwithstanding Clause 10.1 above, the Syndicate Members may upon service of written notice to the Company terminate this Agreement, if, after the execution and delivery of this Agreement and on or prior to Allotment of Equity Shares in the Offer:

For VVJ ENTERPRISE PVT. LTD.

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For JINDAL SUPREME INDIA LIMITED

Director



- (i) if any of the representations, warranties, covenants, undertakings, declarations or statements made by the Company and/or its Directors in the Offer Documents, advertisements, publicity materials or any other media communication in relation to the Offer, or in this Agreement or the Engagement Letter, or otherwise in relation to the Offer is determined by the Syndicate Member to be untrue, inaccurate or misleading either affirmatively or by omission;
- (ii) if there is any non-compliance or breach or alleged non-compliance or breach by any of the Company, its Directors or its Affiliates of Applicable Law in connection with the Offer or its obligations, representations, warranties, covenants or undertakings under this Agreement or the Offer Agreement or the Engagement Letter;
- (iii) if the Offer is postponed or withdrawn or abandoned for any reason prior to 12 (twelve) months from the date of the Engagement Letter;
- (iv) any event due to which the process of Bidding or the acceptance of Bids cannot start on the Bid/Offer Opening Date or any other revised date agreed between the Parties for any reason;
- (v) the declaration of the intention of the Company, in consultation with the BRLM, to withdraw and/or cancel the Offer at any time after the Bid/Offer Opening Date until the Designated Date;
- (vi) the RoC Filing does not occur on or prior to the Drop-Dead Date for any reason;
- (vii) non-receipt of any regulatory approvals in a timely manner in accordance with the Applicable Laws or at all, including, the listing and trading approval;
- (viii) the listing and trading do not occur within such time as prescribed by Applicable Law;
- (ix) in case of a failure to receive minimum subscription in the Offer;
- (x) the minimum number of Equity Shares as prescribed under Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957 have not been Allotted in the Offer;
- (xi) in accordance with Regulation 49(1) of the SEBI ICDR Regulations, the minimum number of Allottees to whom the Equity Shares are Allotted is less than 1,000;
- (xii) the Underwriting Agreement: (a) is not executed or if executed is terminated in accordance with its terms, in each case on or prior to the RoC Filing unless such date is extended in writing by the Company and the Underwriters, or (b) becomes illegal or unenforceable for any reason or its performance has been prevented by the SEBI, any court or other judicial body or tribunal having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Offer Account, unless in each case, the date is extended by the BRLM;
- (xiii) any of the Engagement Letter or the Offer Agreement, each as amended, is terminated in accordance with its terms or becomes illegal or, it or the Underwriting Agreement, after its execution, becomes illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory, quasi-judicial, administrative, governmental or regulatory authority having requisite authority and jurisdiction in this behalf;
- (xiv) in the event that:
 - (a) trading generally on any of the BSE, the NSE, the Hong Kong Stock Exchange, the Singapore Exchange, the London Stock Exchange, the New York Stock Exchange or the NASDAQ Global Market has been suspended or materially limited or minimum or maximum prices for trading have been fixed, or maximum ranges have been required, by any of these exchanges or by the US Securities and Exchange Commission, the Financial Industry Regulatory Authority, Securities and Futures Commission of Hong Kong, Monetary Authority of Singapore, or any other applicable Governmental Authority or a material disruption has occurred in commercial banking, securities settlement, payment or clearance services in the United Kingdom, the United States,

For JINDAL SUPREME INDIA LIMITED

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For VVJ ENTERPRISE PVT. LTD.

Director

Director



Hong Kong, Singapore, or with respect to the Clear stream or Euroclear systems in Europe or in any of the cities of Kolkata, Mumbai, Chennai or New Delhi;

- (b) a general banking moratorium shall have been declared by authorities in India, United Kingdom, Singapore, Hong Kong or the United States;
- (c) there shall have occurred a material adverse change or any development involving a prospective material adverse change in the financial markets in India, Singapore, Hong Kong, the United States, United Kingdom or the international financial markets, any outbreak of a pandemic (man-made or natural), epidemic, hostilities or terrorism or escalation thereof or any calamity or crisis or any other change or development involving a prospective change in Indian, Singapore, Hong Kong, the United States, United Kingdom or other international political, financial or economic conditions (including the imposition of or a change in currency exchange controls or a change in currency exchange rates) in each case the effect of which event, singularly or together with any other such event, is such as to make it, in the sole judgment of the BRLM impracticable or inadvisable to proceed with the offer, sale, transfer, delivery or listing of the Equity Shares on the terms and in the manner contemplated in the Offer Documents;
- (d) there shall have occurred any Material Adverse Change, in the sole discretion of the BRLM;
- (e) there shall have occurred any regulatory change, or any development involving a prospective regulatory change (including a change in the regulatory environment in which the Company operates or a change in the regulations and guidelines governing the terms of the Offer) or any order or directive from the SEBI, the RoC, the Stock Exchanges or any other Governmental Authority, that, in the sole judgment of the BRLM, is material and adverse and makes it impracticable or inadvisable to proceed with the Offer, offer, sale, transfer, allotment, delivery or listing of the Equity Shares on the terms and in the manner contemplated in the Offer Documents; or
- (f) the commencement by any regulatory or statutory body or organization of any action or investigation against the Company or any of its Directors or the Promoter or an announcement or public statement by any regulatory or statutory body or organization that it intends to take such action or investigation which in the sole judgment of the BRLM, make it impracticable or inadvisable to market the Offer, or to enforce contracts for the Offer and allotment of Equity Shares on the terms and manner contemplated in the Agreement or prejudices the success of the Offer or dealings in the Equity Shares in the secondary market.

10.3. Upon termination of this Agreement in accordance with this Clause 10, the Parties shall (except for any liability arising before or in relation to such termination and except as otherwise provided herein or in the Engagement Letter) be released and discharged from their respective obligations under or pursuant to this Agreement.

This Agreement may also be terminated by the Company and the Syndicate Members by their mutual consent expressed in writing.

10.4. Upon termination of this Agreement in accordance with this Clause 10, the Parties shall (except for any liability arising before or in relation to such termination and except as otherwise provided herein) be released and discharged from their respective obligations under or pursuant to this Agreement, provided the provisions of the Clause 10.5 and Clauses 3.2 (Responsibilities of the Member of the syndicate), Clause 7 (Fees and Commissions), Clause 12 (Notices), Clause 13 (Governing Law and Jurisdiction), Clause 14 (Dispute Resolution), Clause 15 (Severability) and Clause 18 (Miscellaneous) shall survive the termination of this Agreement.

10.5. The termination of this Agreement shall not affect the Syndicate's and the legal counsels' right to receive any fees which may have accrued to it prior to the date of termination and reimbursement for out of pocket and other Offer related expenses incurred prior to such termination as set out in the

For VVJ ENTERPRISE PVT. LTD.

Director

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For JINDAL SUPREME INDIA LIMITED

Director



Engagement Letter or in this Agreement. The Syndicate Members shall not be liable to refund any amounts paid as fees, commissions, reimbursements, out-of-pocket expenses (including applicable taxes) specified under this Agreement if the termination of this Agreement occurs as a result of any act or omission of the Company or its Affiliates.

- 10.6. This Agreement shall stand automatically terminated if the Offer Agreement, Engagement Letter or the Underwriting Agreement (if and when executed) in connection with the Offer is terminated pursuant to its respective terms or becomes illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or regulatory, quasi-judicial, governmental, administrative authority having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Offer Account.
- 10.7. The exit from or termination of this Agreement or the Engagement Letter by any one of the Syndicate Members ("Exiting SM") shall not mean that this Agreement is automatically terminated in respect of any other Syndicate Members and shall not affect the obligations of the other Syndicate Members ("Surviving SMs") pursuant to this Agreement and the Engagement Letter, and this Agreement and the Engagement Letter shall continue to be operational between the Company and the Surviving SMs. Further, in such an event, if permitted by Applicable Law and SEBI, the roles and responsibilities of the Exiting SM(s) shall be carried out by the Surviving SM(s) as mutually agreed between the Parties.

11. AUTHORITY

Each Party represents and warrants that it has the requisite authority to enter into this Agreement and perform the obligations contained herein and that this Agreement has been validly executed and delivered by such Party and is a valid and legally binding obligation of such Party.

12. NOTICES

Any notice between the Parties hereto relating to this Agreement shall be in writing (which shall include e-mail) and shall be strictly effective upon receipt and shall, except as otherwise expressly provided herein, be sent by hand delivery, by registered post or airmail, or by electronic mail transmission to:

If to the Company

Jindal Supreme (India) Limited
9th KM, O P Jindal Marg, Hisar Cantt, Hisar - 125006, Haryana
Tel: 016 6223 6500
E-mail: cs@jindalsupreme.com
Attention: Rajbir Sharma, Company Secretary & Compliance Officer

If to the Selling Shareholder

VVJ Enterprise Private Limited
Farm No-21, Green Avenue Lane, Vasant Kunj, South Delhi - 110070, India.
Tel: 011-47027480
E-mail: janaksteel@gmail.com

If to the BRLM

Sarathi Capital Advisors Private Limited
401, 4th Floor, Manek Plaza, 167, Vidyanagari Marg,
Kalina, Santacruz (East), Mumbai-400098
Tel: +91 22 2652 8671/ 72
Email: ipo@sarathiwm.in
Attention: Deepak Sharma

If to the Syndicate Member

Marwadi Chandarana Intermediaries Brokers Private Limited
X-change Plaza, Office no. 1201 to 1205, 12th Floor,

For JINDAL SUPREME INDIA LIMITED

Director

For VVJ ENTERPRISE PVT. LTD.

Director

For VVJ ENTERPRISE PVT. LTD.

Director

Building No. 53E, Zone-5, Road 5E, Gift City, Gandhinagar - 382355, Gujarat, India
 Tel No: +91 022 6912 0027
 Email: mb@marwadichandarana.com
 Investor Grievance email: mbgrievances@marwadichandarana.com
 Website: ib.marwadichandarana.com;
 Contact Person: Amish chandarana
 SEBI Regn. No.: INZ000250531

If to the Registrar to the Offer

Bigshare Services Private Limited
 Office No S6-2, 6th Floor, Pinnacle Business Park,
 Next to Ahura Centre, Mahakali Caves Road,
 Andheri (East), Mumbai - 400093.
 Tel: +91 22 6263 8200
 E-mail: ipo@bigshareonline.com
 Website: www.bigshareonline.com/
 Attention: Mr. Babu Raphael C.

Any Party hereto may change its address by a notice given to the other Party hereto in the manner set forth above.

13. GOVERNING LAW AND JURISDICTION

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India and subject to Clause 14 below, the Courts of Hisar, Haryana, India, shall have sole and exclusive jurisdiction in all matters arising out of this Agreement.

14. DISPUTE RESOLUTION

14.1. In the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, enforceability, alleged breach or breach of this Agreement or the Engagement Letter, including any non-contractual disputes or claims (the "Dispute"), the Parties to such Dispute ("Disputing Parties") shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such Disputing Parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of fifteen (15) days after the first occurrence of the Dispute (or such longer period as the Disputing Parties may agree to in writing), either of the Disputing Parties may, by notice in writing to the other Disputing Parties, refer the Dispute to arbitration, to be conducted at Mumbai Centre for International Arbitration, in accordance with the provisions of The Arbitration and Conciliation Act, 1996, as amended (the "Arbitration Act") and Clause 14.3 below;

14.2. Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement or the Engagement Letter.

14.3. The arbitration shall be conducted as follows:

- (i) the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules ("MCIA Rules");
- (ii) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
- (iii) the seat and venue of the arbitration shall be in Mumbai, India;
- (iv) the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of written notice issued under Clause 14.1 referring the Dispute to arbitration and both arbitrators so appointed shall appoint the third or the

For VVJ ENTERPRISE PVT. LTD.

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Director

Director



days of the receipt of the second arbitrator's confirmation of his/her appointment. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;

- (v) the arbitrators shall use their best efforts to produce a final and binding award within 12 months from the date the arbitrators enter upon reference, as prescribed under the Arbitration Act. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective;
- (vi) the arbitration award shall state the reasons on which it was based;
- (vii) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;
- (viii) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
- (ix) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);
- (x) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and
- (xi) nothing in this Clause 14 shall be construed as preventing any Party from seeking conservatory or similar interim and/or appellate relief. Subject to the foregoing provisions, the courts in Mumbai shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

15. SEVERABILITY

If any provision or any portion of a provision of this Agreement or the Engagement Letter is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Agreement or the Engagement Letter, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties shall use their best reasonable efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

16. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. The Parties may not, without the prior written consent of the other Parties, assign or transfer any of their respective rights or obligations under this Agreement to any other person, provided however, that the BRLM may assign or transfer any of its rights or obligations under this Agreement to an Affiliate without the consent of the Parties. Any such person to whom such assignment or transfer has been duly and validly effected shall be referred to as a permitted assign.

17. AMENDMENT

No amendment, supplement, modification or alteration to this Agreement shall be valid or legally binding on the Parties unless set forth in writing and duly executed by or on behalf of all the Parties.

18. MISCELLANEOUS

In the event of any inconsistency between the terms of this Agreement and the terms of the Underwriting Agreement (when entered into), the terms of the Underwriting Agreement shall prevail over any inconsistent terms of this Agreement, to the extent of such inconsistency.

19. COUNTERPARTS

For JINDAL SUPREME INDIA LIMITED

Director

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For VVJ ENTERPRISE PVT. LTD.

Director



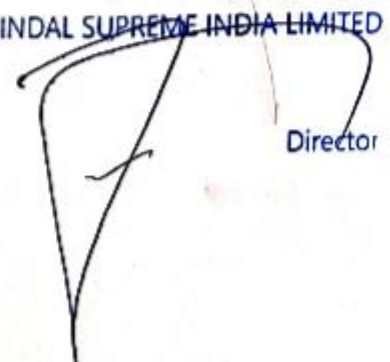
This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument. This Agreement may be executed by delivery of an e-mail copy or portable document format ("PDF") format copy of an executed signature page with the same force and effect as the delivery of an executed signature page. In the event any of the Parties electronically delivers a copy of a signature page to this Agreement or in PDF, such Party shall deliver an executed signature page in the original, as soon as reasonably practicable; provided, however, that the failure to deliver any such executed signature page in the original shall not affect the validity of the signature page delivered electronic or in PDF format or that of the execution of this Agreement.

[Remainder of this page intentionally left blank. Signature pages follow]

For VVJ ENTERPRISE PVT. LTD.

 Director

For JINDAL SUPREME INDIA LIMITED

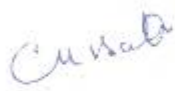
 Director

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22/08/2020

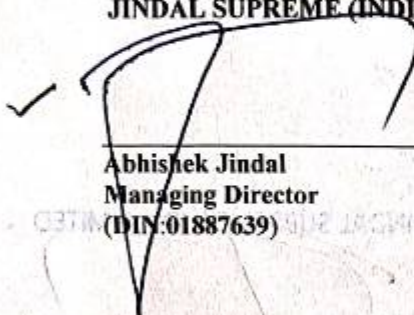


IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

This signature page forms an integral part of the syndicate agreement entered into by and between Jindal Supreme (India) Limited, Selling Shareholder, the BRLM, the Syndicate Member and the Registrar.

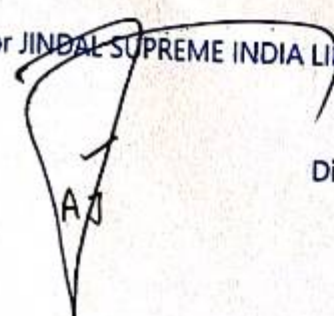
SIGNED for and on behalf of

JINDAL SUPREME (INDIA) LIMITED

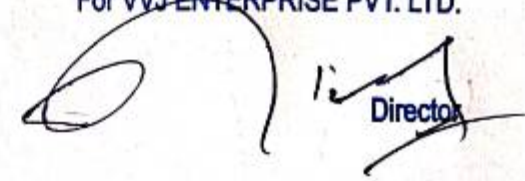

Abhishek Jindal
Managing Director
(DIN:01887639)

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For JINDAL SUPREME INDIA LIMITED


Director

For VVJ ENTERPRISE PVT. LTD.


Director

JRJ

Cusab



IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

This signature page forms an integral part of the syndicate agreement entered into by and between Jindal Supreme (India) Limited, Selling Shareholder, the BRLM, the Syndicate Member and the Registrar.

SIGNED for and on behalf of
VVJ Enterprise Private Limited
Promoter Group Selling Shareholder

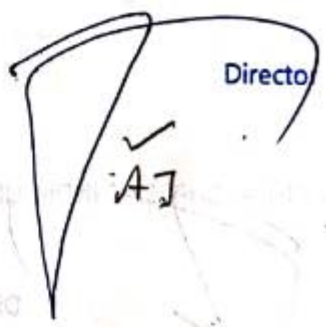
✓ 
Authorized Signatory

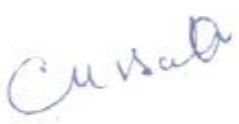
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For JINDAL SUPREME INDIA LIMITED

For VVJ ENTERPRISE PVT. LTD.


Director
JR7


Director
AJ









IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

This signature page forms an integral part of the syndicate agreement entered into by and between Jindal Supreme (India) Limited, Selling Shareholder, the BRLM, the Syndicate Member and the Registrar.

SIGNED for and on behalf of

SARTHI CAPITAL ADVISORS PRIVATE LIMITED



Deepak Sharma
Director
(DIN: 01976751)

[Remainder of this page intentionally left blank]

For JINDAL SUPREME INDIA LIMITED

Handwritten signature of a director for Jindal Supreme India Limited, with the initials "AJ" written below it.

Director

For VJ ENTERPRISE PVT. LTD.

Handwritten signature of a director for VJ Enterprise Pvt. Ltd., with the initials "JRJ" written below it.

Director

Handwritten signature of a director for Cusala.



IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

This signature page forms an integral part of the syndicate agreement entered into by and between Jindal Supreme (India) Limited, Selling Shareholder, the BRLM, the Syndicate Member and the Registrar.

SIGNED for and on behalf of

MARWATI CHANDARANA INTERMEDIARIES BROKERS PRIVATE LIMITED



Radhika Maheshwari
Radhika Maheshwari
Assistant Vice President

[Remainder of this page intentionally left blank]

For **VVJ ENTERPRISE PVT. LTD.**

DR J

Director

For **JINDAL SUPREME INDIA LIMITED**

Director

A J.



IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

This signature page forms an integral part of the syndicate agreement entered into by and between Jindal Supreme (India) Limited, Selling Shareholder, the BRLM, the Syndicate Member and the Registrar.

SIGNED for and on behalf of

BIGSHARE SERVICE PRIVATE LIMITED

C. R. S.



Babu Raphael
Dy. General Manager

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For VVJ ENTERPRISE PVT. LTD.

[Signature]
3R3
Director



For JINDAL SUPREME INDIA LIMITED

[Signature]
A-2 Director



ANNEXURE A

SELLING COMMISSION STRUCTURE

- (1) Selling commission payable to the SCSBs on the portion for Retail Individual Bidders and Non-Institutional Bidders, which are directly procured by the SCSBs, would be as follows:

Portion for Retail Individual Bidders*	0.15 % of the Amount Allotted (plus applicable taxes)
Portion for Non-Institutional Bidders*	0.10% of the Amount Allotted (plus applicable taxes)

* Amount Allotted is the product of the number of Equity Shares Allotted and the Offer Price.

Selling Commission payable to the SCSBs was determined on the basis of the bidding terminal id as captured in the Bid Book of BSE or NSE

No processing fees/uploading charges shall be payable by our Company to the SCSBs on the applications directly procured by them.

SCSBs will be entitled to a processing fee for processing the ASBA Form procured by the members of the Syndicate (including their sub-syndicate members), CRTAs or CDPs from Retail Individual Investors and Non-Institutional Bidders and submitted to the SCSBs for blocking as follows:

Portion for Retail Individual Bidders*	₹10 per valid ASBA Forms (plus applicable taxes)
Portion for Non-Institutional Bidders*	₹10 per valid ASBA Forms (plus applicable taxes)

*Based on valid ASBA Forms

Processing fees payable to the SCSBs for capturing Syndicate Member/Sub-syndicate (Broker)/Sub-broker code on the ASBA Form for Non-Institutional Bidders and Qualified Institutional Bidders with bids above ₹5.00 lakhs would be ₹10 plus applicable taxes, per valid application.

Notwithstanding anything contained above, the total processing fee payable under this clause will not exceed ₹3.00 lakhs (plus applicable taxes), and if the total processing fees exceeds ₹ 3.00 lakhs (plus applicable taxes), then the processing fees will be paid on a pro-rata basis

- (2) The processing fees for applications made by UPI Bidders using the UPI Mechanism would be as follows:

Members of the Syndicate / RTAs / CDPs (uploading charges)	₹10/- per valid Bid cum Application Form (plus applicable taxes)
Sponsor Bank- ICICI Bank Limited	₹ Nil up to 3.00 lakhs of UPI successfully blocked applications, above 3.00 lakhs would be ₹6.50 + GST as applicable. The Sponsor Bank shall be responsible for making payments to the third parties such as remitter bank, NPCI and such other parties as required in connection with the performance of its duties under the SEBI circulars, the Syndicate Agreement, and other applicable laws

Notwithstanding anything contained above, the total Bid uploading charges/processing fees for applications made by RIIs (up to ₹200,000), Non-Institutional Bidders (for an amount more than (from ₹200,000 to ₹500,000) using the UPI Mechanism would not exceed ₹ 3.00 lakhs (plus applicable taxes), and if the total Bid uploading charges/processing fees exceeds ₹ 3.00 lakhs (plus applicable taxes), then Bid uploading charges/processing fees using UPI Mechanism will be paid on a pro-rata basis except the fee payable to Sponsor Banks (plus applicable taxes) which shall also not exceed ₹ 10.00 lakhs (plus applicable taxes).

- (3) Brokerage, selling commission on the portion for UPI Bidders (using the UPI Mechanism), RIIs and NIIs which are procured by the members of the Syndicate (including their sub-syndicate members), CRTAs, CDPs, RTAs or for using 3-in-1 type accounts- linked online trading, demat & bank account provided by some of the brokers which are members of Syndicate (including their sub-syndicate members) would be as follows:

Portion for Retail Individual Bidders*	0.15% of the Amount Allotted (plus applicable taxes)
--	--

For VVJ ENTERPRISE PVT. LTD.

For JINDAL SUPREME INDIA LIMITED

Director

Director



Portion for Non-Institutional Bidders*

0.10% of the Amount Allotted (plus applicable taxes)

*Amount Allotted is the product of the number of Equity Shares Allotted and the Offer Price

The selling commission payable to the Syndicate/ sub-syndicate members will be determined on the basis of the application form number / series, provided that the application is also bid by the respective Syndicate / sub-syndicate member. For clarification, if a Syndicate ASBA application on the application form number / series of a Syndicate/ sub-syndicate member, is bid by an SCSB, the selling commission will be payable to the SCSB and not the Syndicate/ sub-syndicate member.

For Non-Institutional Bidders (Bids above ₹500,000) on the basis of the Syndicate ASBA Form bearing SM Code and the Sub-Syndicate code of the application form submitted to SCSBs for blocking of the fund and uploading on the Stock Exchanges' platform by SCSBs. For clarification, if a Syndicate ASBA application on the application form number/series of a Syndicate / sub-Syndicate Member, is bid by an SCSB, the selling commission will be payable to the Syndicate/sub-Syndicate Members and not the SCSB

The payment of selling commission payable to the sub-brokers / agents of sub-syndicate members are to be handled directly by the respective sub-syndicate member.

The selling commission payable to the CRTAs and CDPs will be determined on the basis of the bidding terminal id as captured in the bid book of BSE or NSE.

Uploading charges/ processing charges of ₹10/- per valid application (plus applicable taxes) are applicable only in case of bid uploaded by the members of the Syndicate, CRTAs and CDPs:

- for applications made by Retail Individual Investors using the UPI Mechanism

Uploading Charges/ Processing Charges of ₹10/- per valid application (plus applicable taxes) are applicable only in case of bid uploaded by the members of the Syndicate, CRTAs and CDPs:

- for applications made by Retail Individual Investors using 3-in-1 type accounts
- for Non-Institutional Investor Bids using Syndicate ASBA mechanism / using 3-in-1 type accounts,

The Bidding/uploading charges payable to the Syndicate/Sub-Syndicate Members, RTAs and CDPs will be determined on the basis of the bidding terminal id as captured in the bid book of BSE or NSE

Notwithstanding anything contained above, the total processing fee payable under this clause will not exceed ₹3.00 lakhs (plus applicable taxes), and if the total processing fees exceeds ₹3.00 lakhs (plus applicable taxes), then processing fees will be paid on a pro-rata basis.

- (4) Selling commission/Bid uploading charges payable to the registered brokers on the portion for Retail Individual Investors and Non-Institutional Investors which are directly procured by the Registered Brokers and submitted to SCSB for processing would be as follows: Portion for Retail Individual Investors and Non-Institutional Investors: ₹10/- per valid ASBA Form (plus applicable taxes) based on valid applications. Notwithstanding anything contained above, the total processing fee payable under this clause will not exceed ₹2.00 lakhs (plus applicable taxes), and if the total processing fees exceeds ₹2.00 lakhs (plus applicable taxes), then processing fees will be paid on a pro-rata basis.

For avoidance of doubt, notwithstanding anything mentioned in any of the aforementioned clauses, the total cost to the Company shall not exceed ₹25.00 lakhs (plus applicable taxes) for uploading and/or processing of the Bids. If the total cost to the Company exceeds ₹25.00 lakhs, then the amount of ₹25.00 lakhs (plus applicable taxes) shall be distributed on a pro-rata basis in the manner stipulated above, so that the total cost of the Company shall not exceed ₹25.00 lakhs (plus applicable taxes).

The processing fees for applications made by the UPI Bidders may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation on compliance with SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and SEBI circular no. 166SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 and SEBI Circular No. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 and SEBI master circular bearing reference no. SEBI/HO/MIRSD/MIRSD-Pod/P/CIR/2025/91 dated June 23, 2025 ("SEBI RTA Master Circular"), as applicable.

For VVJ ENTERPRISE PVT. LTD.

Director

For JINDAL SUPREME INDIA LIMITED

Director

