



पश्चिम बंगाल WEST BENGAL

N 618054

THIS STAMP PAPER FORMS AN INTEGRAL PART OF AN OFFER AGREEMENT BETWEEN OREMET ALLOYS AND CASTINGS LIMITED ("THE COMPANY" / "ISSUER" / "OREMET" / "OACL"), MR. YASH VARDHAN BIRLA ("SELLING SHAREHOLDER 1"), MR. ABHISHEK BIRLA ("SELLING SHAREHOLDER 2") (COLLECTIBELY REFERED TO AS "SELLING SHAREHOLDERS") AND GRETEX CORPORATE SERVICES LIMITED ("BOOK MANAGER" / "GRETEX" / "GCSL").

For Oremet Alloys and Castings Limited  <u>Yash Vardhan Birla</u> Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	For Selling Shareholder <u>Yash Vardhan Birla</u> Mr. Yash Vardhan Birla	For Selling Shareholder <u>Abhishek Birla</u> Mr. Abhishek Birla	For Gretex Corporate Services Limited  <u>Arvind Hartalka</u> Name: Arvind Hartalka Designation: Whole Time Director DIN: 00494136
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ক্রমিক নং.....8537 তারিখ 23/09/26

ক্রেতার নাম.....Oxemet Alloys and Castings Limited

ঠিকানা.....Park Street, Kolkata - 71

মূল্য.....5000

S. S. Sanyal
সৈকত মেডার
স্ট্যাম্প ডেভার
হাওয়া আদালত



पश्चिम बंगाल WEST BENGAL

AV 652331

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For Oremet Alloys and Castings Limited  <i>Yash Vardhan Birla</i> Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	For Selling Shareholder <i>Yash Vardhan Birla</i> Mr. Yash Vardhan Birla	For Selling Shareholder <i>Abhishek Birla</i> Mr. Abhishek Birla	For Grete Corporate Services Limited  <i>Arvind Harlalka</i> Name: Arvind Harlalka Designation: Whole Time Director DIN: 00494136
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ক্রমিক নং. ৪৫৫২ তারিখ. ২৩/০৭/২৬
ক্রেতার নাম. Oxmet Alloys and Castings Limited
ঠিকানা. P.O. Box ১১১১, Kolkata, ৭১
মূল্য. ৫০০/-


সৈকত সেন
সদস্য ভেডার
হাওড়া আদালত



OFFER AGREEMENT BETWEEN THE COMPANY AND THE BOOK RUNNING LED MANAGER TO THE ISSUE

THIS OFFER AGREEMENT ("AGREEMENT") IS MADE ON SEPTEMBER 23, 2026 AT KOLKATA BY AND BETWEEN,

OREMET ALLOYS AND CASTINGS LIMITED having CIN: U74999RJ2020PLC071042 a Company incorporated under the Companies Act, 2013 and having its registered office at Shree Balaji Minerals Near Jamna Marble, Roopangarh, Ajmer, Rajasthan 305801, India and corporate office at 19 Floor Room No 12 Chatterjee International, Park Street Area, Middleton Row, Kolkata- 700007, West Bengal, India (hereinafter referred to as "the Company" / "Issuer" / "Oremet" / "OACL") 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

YASH VARDHAN BIRLA, (PAN: AORPB6008G) Son of Satish Kumar Birla residing at 93, Fl 2/C 16, Deshpriya Shasmal Road, Tollygunge, Kolkata- 700033, West Bengal, India (hereinafter referred to as the "Selling Shareholder I") 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

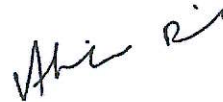
ABHISHEK BRILA (PAN: AWFPP3978F) Son of Vijay Birla residing at 93, Fl 2/C 16, Deshpriya Shasmal Road, Tollygunge, Kolkata- 700033, West Bengal, India (hereinafter referred to as the "Selling Shareholder II") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART**,

GRETEX CORPORATE SERVICES LIMITED, having CIN: L74999MH2008PLC288128 a Company registered under the Companies Act, 1956 and having its at Registered Office at A-401, Floor 4th, Plot FP-616, (Pt), Naman Midtown, Senapati Bapat Marg, Near Indiabulls, Dadar (W), Delisle Road, Mumbai - 400013, Maharashtra, India, (hereinafter referred to as the "Book Running Lead Manager" / "BRLM" / "Gretex" / "GCSL") 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 **FOURTH PART**.

The 'Company' and the 'BRLM' are collectively referred to as the "Parties" and individually as a "Party"

WHEREAS:

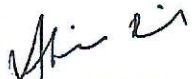
- A. The Company and the Selling Shareholder propose to undertake an initial public offering of up to 41,30,400 equity shares of face value of Rs. 10/- each of the Company (the "Equity Shares"), comprising of a fresh offer of up to 36,15,600 Equity Shares by the Company, (the "Fresh Offer") and an offer for sale of upto 5,14,800 Equity Shares by the Selling Shareholder (the "Offer for Sale"), referred as the "Offer". The Offer will be done in accordance with the Companies Act (as defined herein below), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, ("SEBI ICDR Regulations") and other applicable laws, at such price as may be determined by the Company in consultation with the Book Running Lead Manager in accordance with the Book Building Process as prescribed in Schedule XIII under the SEBI ICDR Regulations, 2018 as amended from time to time at a price as may be disclosed in Prospectus filed with ROC being (which will be term as "Offer Price").
- B. The Offer will be made (i) within India to Indian Institutional, Non-Institutional and Individual Investors with applicable Indian laws and regulations, including those issued by the Securities and Exchange Board of India (SEBI), and (ii) outside India to eligible investors in offshore transaction in compliance with applicable laws and regulations of the relevant jurisdictions.
- C. The Company and the selling shareholders has approached Gretex Corporate Services Limited to manage the offer as the Book Running Lead Manager ("GRETEX") respectively on an exclusive basis. GRETEX has accepted the mandate in terms and conditions of its Mandate Letter with The Company and Selling Shareholder (the "Mandate Letter").

For Oremet Alloys and Castings Limited	For Selling Shareholder	For Selling Shareholder	For Gretex Corporate Services Limited
  Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	 Mr. Yash Vardhan Birla	 Mr. Abhishek Birla	  Name: Arvind Harlalka Designation: Whole Time Director DIN: 00494136

D. Pursuant to the SEBI ICDR Regulations, the BRLM is required to enter into this Agreement with the Company to record certain terms and conditions for, in connection with the Issue

NOW, THEREFORE, the Company and BRLM do hereby agree as follows: -

1. The Offer would be lead managed by the GCSL solely.
2. Any change by way of addition to and deletion from the Offer Management team may be effected in prior consultation with the GCSL.
3. The Company hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "the Board") and other relevant statutes to enable it to make the Issue. The Company also undertakes to comply with the following requirements as and where applicable before opening of the Subscription List:
 - a. Approval of lenders regarding the Issue.
 - b. Necessary Clearances from Government / Statutory Bodies / Municipal Authorities regarding the Project.
4. The present offer has been authorized pursuant to a resolution of our Board Meeting dated September 07, 2026, and by Special Resolution passed under Section 62(1)(c) of the Companies Act, 2013 at Annual General Meeting of our shareholders held as on September 10, 2026.
5. The Offer for sale has been authorized by the Selling Shareholders by consent letter dated September 07, 2026.
6. The Company and Selling shareholders undertakes and declares that any information made available to the GCSL or any statement made in the Draft Red Herring Prospectus, Red Herring Prospectus, and Prospectus (collectively referred to as "Offer Documents") shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.
7. The Company and Selling shareholders also undertakes to furnish complete audited report(s) (in case of a corporate body), other relevant documents, papers, information relating to pending litigations, etc., to enable the GCSL to corroborate the information and statements given in the Offer Documents.
8. The Company and Selling shareholders accepts full responsibilities to update the information provided earlier and duly communicate to the GCSL in cases of all changes in materiality of the same subsequent to submission of the Offer document to SEBI but prior to opening date of Issue.
9. The Issuer Company shall fully cooperate with the GCSL in order to complete its due diligence.
10. The Company and Selling Shareholders accepts full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts, which have a bearing on the Issue.
11. The Company and Selling shareholders shall, if so required, extend such facilities as may be called for by the GCSL to enable it to visit the plant site, office of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company including the progress made in respect of the project implementation, status and other facts relevant to the Issue.
12. The Company and Selling shareholders shall extend all necessary facilities to the GCSL to interact on any matter relevant to the Offer with the solicitors / legal advisors, auditors, co-managers, consultants, advisors to the Issue, the financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the Offer in any capacity whatsoever.
13. The Company and Selling shareholders shall ensure that all advertisements prepared and released by the Advertising Agency or otherwise in connection with the Offer confirm to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the

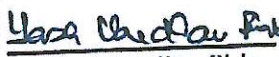
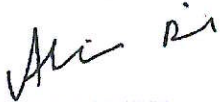
For Oremet Alloys and Castings Limited   Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	For Selling Shareholder  Mr. Yash Vardhan Birla	For Selling Shareholder  Mr. Abhishek Birla	For Gretex Corporate Services Limited   Name: Arvind Harlalka Designation: Whole Time Director DIN: 00494136
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GCSL from time to time and that they shall not make any misleading or incorrect statements in any public communication or publicity material including corporate, product and Offer advertisements of the Company, interviews by its promoters, Directors, duly authorised employees, representatives of the Company, documentaries about the Company or its Promoters, periodical reports and press releases issued by the Company or research report made by the Company, any intermediary concerned with the Offer or their associates or at any press, brokers' or investors' conferences.

14. The Company and Selling shareholders shall not without prior approval of the GCSL appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Offer such as Advertising Agencies, Printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates / debenture certificates, refund orders / unblocking of funds or other instruments, circulars or advices.
15. The Company and Selling shareholders shall whenever require and wherever applicable, in consultation with the GCSL enter into an agreement with the concerned intermediary associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the GCSL.
16. The Company and Selling shareholders shall take such steps as are necessary to ensure the completion of allotment and dispatch of letters of allotment and refund orders / unblocking of funds to the applicants including Non-Residents Indians soon after the basis of allotment is approved by the Designated Stock Exchanges but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 1956 and 2013 as disclosed in the Offer Document.
17. The Company and Selling Shareholders shall take steps to pay the underwriting commission and brokerage to the underwriters and stock brokers, etc., within the time specified in any agreement with such underwriters, stock brokers, etc. or within a reasonable time.
18. The Company and Selling shareholders shall undertake to furnish such information and particulars regarding the Offer as may be required by the GCSL to enable them to file a report with SEBI in respect of the Offer.
19. The Company and Selling shareholders shall keep the GCSL informed if it encounters any problem due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Company from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of Refund Orders / Unblocking of Funds, Share Certificates, Debenture Certificates, Demat Credit, etc.
20. The Company and Selling shareholders shall not resort to any legal proceedings in respect of any matter having a bearing on the Offer except in consultation with and after receipt of advice from the GCSL.
21. The Company and Selling shareholders shall in consultation with the GCSL file the Offer Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Offer Opening Date.
22. The GCSL shall have the right:
 - ⇒ To call for complete details from the promoters of all firms in which the Company and their promoters / directors are connected in any way.
 - ⇒ To call for complete details, documents necessary for conducting due diligence of Promoter/s, Directors, Promoter group/s, group companies, material subsidiaries of Issuer company
 - ⇒ To call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Offer are true and correct.
 - ⇒ To withhold submission of the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to SEBI in case any of the particulars, information, etc., called for is not made available by the company.
23. The responsibility of the GCSL would be limited to the activities as agreed upon in Inter-se-allocation of responsibilities.

For Oremet Alloys and Castings Limited  <i>Yash Vardhan Birla</i> Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	For Selling Shareholder <i>Yash Vardhan Birla</i> Mr. Yash Vardhan Birla	For Selling Shareholder <i>Abhishek Birla</i> Mr. Abhishek Birla	For Gretex Corporate Services Limited  <i>Arvind Harlalka</i> Name: Arvind Harlalka Designation: Whole Time Director DIN: 00494136
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24. The services rendered by the GCSL are on best efforts basis and in an advisory capacity. The GCSL shall not be held responsible for any acts or omissions by the Company and Selling Shareholders.
25. Any action in connection with the Issue, on behalf of or by the Company shall be subject to prior consultation of the GCSL.
26. The Company and Selling shareholders shall hereby indemnify and keep indemnified the GCSL, at all times from any claim or demand arising out of or in connection with or in relation to the Offer and holds the GCSL harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.
27. The Company and Selling shareholders shall in mutual consultation, agree and abide by the advice of the GCSL to suitably defer / postpone the Offer in the event of any of the following:
 - a. Significant geopolitical events: Such as wars, significant international conflicts, or major political instability.
 - b. Natural disasters: Such as earthquakes, tsunamis, or widespread pandemics.
 - c. Economic crises: Such as severe recessions, financial market crashes, or significant currency devaluations.
 - d. Other events: Any other event that, in the reasonable opinion of the GCSL, is likely to have a material adverse impact on the political or social life or economic activity of the society or any section of it, and which is reasonably expected to adversely affect the marketing of the Issue.
28. The GCSL's opinion shall be based on a reasonable assessment of market conditions, taking into account relevant factors such as market indices, economic indicators, or other relevant factors. The Company and Gretex shall consult regularly and document their discussions and decisions regarding any potential deferral of the Issue.
29. The GCSL shall have the right to withdraw from the Offer if it is felt that it is against the interest of the investors. i.e. if the GCSL finds non-compliances of SEBI (ICDR) Regulations, 2018 and any other major violations of the Laws of the Land by the Company and Company related entities, its Directors, Promoters, material subsidiaries and Promoter group.
30. The Company and Selling shareholders shall not access the moneys raised in the Offer till finalisation of basis of allotment or completion of Offer formalities.
31. The Company shall refund/ unblocking of moneys raised in the Offer to the applicants if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The Company shall pay requisite interest amount if so, required under the laws or direction of order of the Board.
32. Time Frame: The assignment is expected to be completed in the shortest/quickest possible time. However, it is to be distinctly understood that the pace of the progress of the transaction would depend on the time taken for statutory clearances and the flow of information from the Company / Promoters and top management.
33. For all the services rendered and to be rendered, the GCSL shall be paid fees as per the Mandate and as per the terms and condition mutually agreed upon between the company and GCSL.
34. All other expenses mentioned herein but not limited to, such as Legal Advisor Fees, Secretarial Fees, Public Issue Banker Charges, Marketing fees, Publicity, Depository Fees, Mandatory Statutory Advertisement Fees, expenses incurred for Printing and Logistic of Prospectus and Forms, Stock Exchange and SEBI filing and bidding software fees, Registrar fees including NSDL and CDSL collectively, Offer Brokerage, Underwriting fees, Market Making Fees and other Miscellaneous Expenses shall be borne directly by the Company on actual basis.
35. **Termination Clause**
 The engagement shall be valid for a period of one year from the date of signing of MoU and may be extended for a further period by mutual MoU between the parties.

For Oremet Alloys and Castings Limited   Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	For Selling Shareholder  Mr. Yash Vardhan Birla	For Selling Shareholder  Mr. Abhishek Birla	For Gretex Corporate Services Limited   Name: Arvind Harlalka Designation: Whole Time Director DIN: 00494136
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Notwithstanding the above, the MoU shall terminate on the occurrence of any of the following:

- I. Mutual Consent between our Company & GCSL; or
- II. By either our Company and selling shareholder or GCSL upon giving 30 days written notice thereof to the other party; or
- III. By Completion of the Transaction;
- IV. If our Company decided not to proceed with the Transaction, on receipt of such information by GCSL.

In case of expiry of MoU or in case our Company terminates this MoU, the amount incurred by GCSL upto the date of termination of MoU will only be considered valid. Notwithstanding the above after receipt of approval from the NSE under the Emerge platform of the National Stock Exchange India Limited, if our Company does not proceed with the IPO, fees shall still be payable to Gretex as mentioned in the Engagement Letter.

GST & other taxes shall be payable extra in addition to above fees as applicable at the time of payment.

36. Underwriting Fees shall be mutually decided on a later stage.

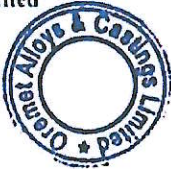
The fees shall become due and payable as soon as the above event is completed. At no stage would any of the fees be refunded or become refundable, even if the assignment is not completed for any reason whatsoever. Payments (be it fees, out-of-pocket expenses or any other amount whatsoever) after 15 days from the date of bill / due date shall attract penal charges @ 15% p.a. till the date of settlement.

37. In the event of breach of any of the conditions mentioned above, the GCSL shall have the absolute right to take such action as it may in its opinion determine including but not limited to withdrawing from the Offer Management. In such an event the Company will be required to reimburse all costs and expenses incurred as determined mutually and also such fee for services rendered till such date of withdrawal, as may be determined mutually by Company and GCSL.
38. This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and the Courts and Tribunals in Mumbai, India shall have exclusive jurisdiction.
39. If any dispute or difference shall arise between the parties to this agreement as to the interpretation of this agreement or any covenants or conditions thereof or as to the rights, Duties or liabilities of any parties hereunder or as to any act, matter or thing arising out of or under this agreement (even though the agreement may have been terminated) and the same shall be referred to a mutually agreed arbitrator who shall proceed as per Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration shall be Mumbai, India and the language to be used in the arbitral proceedings shall be English / Hindi.
40. Confidentiality: All information provided by the Company would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the Offer Document to confirm to SEBI Regulations.

Information provided shall be used exclusively for the purpose of the transaction only.

For Oremet Alloys and Castings Limited  <i>Yash Vardhan Birla</i> Name: Mr. Yash Vardhan Birla Designation: Managing Director DIN: 06667574	For Selling Shareholder <i>Yash Vardhan Birla</i> Mr. Yash Vardhan Birla	For Selling Shareholder <i>Arvind Harlalka</i> Mr. Abhishek Birla	For Gretex Corporate Services Limited  <i>Arvind Harlalka</i> Name: Arvind Harlalka Designation: Whole Time Director DIN: 00494136
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IN WITNESS WHEREOF the parties hereto have set their hands on the day and the year hereinabove written.

For and on behalf of For Oremet Alloys and Casting Limited <u>Yash Vardhan Birla</u> Mr. Yash Vardhan Birla Managing Director DIN: 06667574 	Witness Name: <u>Khushboo Ray</u> Address: <u>Kolkata 700150</u> <u>Khushboo Ray.</u> Signature
For and on behalf of Selling Shareholder <u>Yash Vardhan Birla</u> Yash Vardhan Birla Selling Shareholder	Witness Name: <u>Dipak Sharma</u> Address: <u>Howrah.</u> <u>[Signature]</u> Signature
For and on behalf of Selling Shareholder <u>Abhishek Birla</u> Abhishek Birla Selling Shareholder	Witness Name: <u>Gaurav Raj Gupta</u> Address: <u>Kolkata - 700159.</u> <u>[Signature]</u> Signature
For and on behalf of Gretex Corporate Services Limited <u>Arvind Harlalka</u> Arvind Harlalka Wholetime Director DIN: 00494136 	Witness Name: <u>prema Bhoite</u> Address: <u>Mumbai.</u> <u>Bhoite</u> Signature