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INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

Certificate No.	:	**IN-GJ21742167858851Y**
Certificate Issued Date	:	14-Jul-2026 04:18 PM
Account Reference	:	CSCACC (GV)/ gjcsceg07/ GJ-AHSHA1039/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJCSCEG0735964733106449Y
Purchased by	:	FAITH INDUSTRIES LIMITED
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	OFFER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	FAITH INDUSTRIES LIMITED
Second Party	:	SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED
Stamp Duty Paid By	:	FAITH INDUSTRIES LIMITED
Stamp Duty Amount(Rs.)	:	600 (Six Hundred only)

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Ahmedabad
CSC VLE

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Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

OFFER AGREEMENT DATED JULY 14, 2026

AMONGST

FAITH INDUSTRIES LIMITED

AND

FINE INVESTMENT PRIVATE LIMITED

AND

KANKARIYA HOLDINGS PRIVATE LIMITED

AND

PREMRAJ KANKARIYA HUF

AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED

OFFER AGREEMENT BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND THE LEAD MANAGER TO THE OFFER

THIS OFFER AGREEMENT MADE AND ENTERED AT AHEMDABAD, GUJARAT ON JULY 14, 2026 BETWEEN:

Faith Industries Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at having its registered office at 701, Shapth 1S G Road, Ahmedabad Gujarat- 380015, India (hereinafter referred to as "**The Company**" or "**The Issuer**" or "**Faith**"), 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**;

Fine Investment Private Limited a Company registered under the Companies Act, 1956 and having its Registered Office at Bunglow No.3, Sector-7, Kalhaar Bunglow Rancharda Road, Shilaj,Ahmedabad-382721, Gujarat,India (Hereinafter referred to as the "**Promoter Selling Shareholder**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**;

Kankariya Holdings Private Limited, a Company registered under the Companies Act, 1956 and having its Registered Office at 701, Shapath - 1, Opp. Rajpath Club, S. G. Highway, Ahmedabad- 380015, Gujarat, India (Hereinafter referred to as the "**Promoter Group Selling Shareholder")** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART;**

Premraj Kankariya HUF, represented by Vinaychand Kankariya, s/o late Premraj Kankariya an Indian Inhabitant having office at 701, Shapath-1, Opp. Rajpath club, SG Highway, Bodakdev, Ahmedabad-380015, 11-Gujarat, India (Hereinafter referred to as the "**Public Selling Shareholder**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FOURTH PART;**

Smart Horizon Capital Advisors Private Limited a Company registered under the Companies Act, 2013, and having its Registered Office at B/908, Western Edge II, Kanakia Space, Behind Metro Mall, off Western Express Highway, Magathane, Borivali East, Mumbai – 400066, Maharashtra, India (hereinafter referred to as "**Lead Manager**" or "**LM**" or "**SHCAPL**" 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 **FIFTH PART.**

In this Agreement, the Company, the Lead Manager and the Selling Shareholder(s) are collectively referred to as "Parties" and individually as "Party".

WHEREAS:

A. The Company proposes an initial public offer of equity shares of Rs. 10/- each **(the "Equity Shares")** of the Company comprising a fresh offer of up to 44,16,000 equity shares by the Company ("**Fresh Offer**") and Offer for sale by the selling shareholders of up to 10,86,000 **(Offer For Sale)** and together with the Fresh Issue, **(the "Offer")** in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company and Selling Shareholders in consultation with the Lead Manager **(the "Offer Price")** in accordance with the Fixed Price Process under the SEBI ICDR Regulations, as amended from time.

For Faith Industries Limited	**Fine Investment Private Limited**	**Kankariya Holding Private Limited**	**Premraj Kankariya HUF**	**For Smart Horizon Capital Advisors Private Limited**
Faith Industries Limited Ahmedabad	Fine Investment Private Limited Ahmedabad	Kankaria Holdings Pvt. Ltd. Ahmedabad	For, Premraj Kankariya HUF	Smart Horizon Capital Advisors Pvt. Ltd. Mumbai
	(Selling Shareholder)	*(Selling Shareholder)*	*(Selling Shareholder)*	KARTA
Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory

B. The Company and Selling Shareholders has approached the Smart Horizon Capital Advisors Private Limited *(Formerly Known as Shreni Capital Advisors Private Limited)* to manage the Offer as the lead manager ("**LM**"). The LM has accepted the engagement in terms of the engagement letter dated January 08, 2026 ("**Engagement Letter**"), subject to the terms and conditions set out therein. The fees and expenses payable to the LM for managing the Offer have been mutually agreed upon amongst the Company and the LM and as set forth in the Engagement Letter or any addendum thereof.

C. The agreed fees and expenses payable to the LM by the Company and the Selling Shareholders for managing the Offer are set out in the Engagement Letter.

D. Pursuant to the SEBI ICDR Regulations, the Parties seek to enter into this Agreement to record certain terms and conditions for, and in connection with the Offer.

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

1. The Offer would be Lead Managed by **Smart Horizon Capital Advisors Private Limited** *(Formerly known as Shreni Capital Advisors Private Limited).*

2. Any change by way of addition to and deletion from the Issue Management team may be affected in prior consultation with the LM.

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 Offer. 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 Offer.

   b. Necessary Clearances from Government / Statutory Bodies / Municipal Authorities regarding the Project.

4. The board of directors of the Company has, pursuant to a resolution dated June 08, 2026 approved and authorized the Offer and the shareholders of the Company have approved the Offer by way of a special resolution adopted pursuant to Section 62 (1)(c) of the Companies Act, 2013, at the extra-ordinary general meeting of the shareholders of the Company held on June 30, 2026.

5. The Selling Shareholders has consented to offer upto 10,86,000 Equity Shares in the Offer in accordance with the terms agreed to in their consent letter dated July 01, 2026. The Board of Directors, pursuant to a resolution dated July 10, 2026 have taken on record the participation of the Selling Shareholders in the Offer for Sale.

6. The Company and the Selling Shareholder undertakes and declare that any information made available to the LM or any statement made in the Draft Prospectus / 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.

For Faith Industries Limited	**Fine Investment Private Limited**	**Kankariya Holding Private Limited**	**Premraj Kankariya HUF**	**For Smart Horizon Capital Advisors Private Limited**
	(Selling Shareholder)	*(Selling Shareholder)*	For Premraj Kankariya HUF *(Selling Shareholder)* KARTA	
Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory

7. The Company and the Selling Shareholder 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 LM to corroborate the information and statements given in the Offer Documents.

8. The Company and the Selling Shareholders accepts full responsibilities to update the information provided earlier and duly communicate to the LM in cases of all changes in materiality of the same subsequent to submission of the offer document to SEBI but prior to opening date of Offer.

9. The Company and the 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 Offer.

10. The Company shall, if so required, extend such facilities as may be called for by the LM to enable it to visit the plant site, office of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company including the progress made in respect of the project implementation, status and other facts relevant to the Offer.

11. The Company shall extend all necessary facilities to the LM to interact on any matter relevant to the Offer with the solicitors/legal advisors, auditors, co-managers, consultants, advisors to the Offer, the financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the Offer in any capacity whatsoever.

12. The Company and the 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 LM 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 promoter, Directors, duly authorised employees, representatives of the Company, documentaries about the Company or its Promoter, 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.

13. The Company and the Selling Shareholders shall not, without prior approval of the LM, 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.

14. The Company and the Selling Shareholders shall, whenever required and wherever applicable, in consultation with the LM, enter into an agreement with the concerned intermediary associated with the Offer, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the LM.

15. The Company shall take such steps as are necessary to ensure the completion of allotment and despatch 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.

16. The Company and the 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.

For Faith Industries Limited	Fine Investment Private Limited	Kankariya Holding Private Limited	Premraj Kankariya HUF	For Smart Horizon Capital Advisors Private Limited
Faith Industries Limited, India, Ahmedabad	Fine Investment Private Limited, Ahmedabad (Selling Shareholder) Rajeev. K	Kankaria Holdings Pvt. Ltd., Ahmedabad (Selling Shareholder)	For Premraj Kankariya HUF (Selling Shareholder) KARTA	Smart Horizon Capital Advisors Pvt. Ltd., Mumbai
Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory

17. The Company and the Selling Shareholders undertakes to furnish such information and particulars regarding the Offer as may be required by the LM to enable them to file a report with SEBI in respect of the Offer.

18. The Company and the Selling Shareholder(s) shall keep the LM 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.

19. The Company and the 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 LM.

20. The Company and the Selling Shareholders shall, in consultation with the LM, file the Offer Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Offer Opening Date.

21. The LM shall have the right:

⇒ To call for complete details from the promoter of all firms in which the Company and their promoter / directors are connected in any way.

⇒ 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 Offer Document / Offer Document to SEBI in case any of the particulars, information, etc., called for is not made available by the company.

22. The services rendered by the LM are on best efforts basis and in an advisory capacity. The LM shall not be held responsible for any acts or omissions by the Company.

23. Any action in connection with the Offer, on behalf of or by the Company, shall be subject to prior consultation of the LM.

24. The Company and the Selling Shareholders hereby indemnify and keep indemnified the LM, at all times from any claim or demand arising out of or in connection with or in relation to the Offer and holds the LM harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.

25. The Company and the Selling Shareholders shall, in mutual consultation, agree and abide by the advice of the LM to suitably defer / postpone the Offer in the event of any happenings which in the opinion of the LM would tend to paralyse or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Offer.

26. The LM 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 LM 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

27. The Company and the Selling Shareholders shall not access the moneys raised in the Offer till finalisation of basis of allotment or completion of Offer formalities.

For Faith Industries Limited	**Fine Investment Private Limited**	**Kankariya Holding Private Limited**	**Premraj Kankariya HUF**	**For Smart Horizon Capital Advisors Private Limited**
	(Selling Shareholder)	*(Selling Shareholder)*	Premraj Kankariya HUF *(Selling Shareholder)* KARTA	
Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory

28. The Company and the Selling Shareholders 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 and the Selling Shareholder(s) shall pay requisite interest amount if so, required under the laws or direction of order of the Board.

29. Further, a separate agreement for syndication/underwriting shall be executed at later stage.

30. **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 / Promoter and top management.

31. **Payment:**

For Services rendered, the Company and selling shareholders shall pay to LM fees as per the mandate letter dated January 08, 2026 and any addendum thereof.

32. **Termination Clause:**

This offer and the acceptance thereof may be terminated by any party on breach of any or all of the terms and conditions stated herein by giving 15 days written notice to the company. At any stage if the mandate is terminated by any party, there shall be no refund of fees received by SHCAPL till that stage.

Notwithstanding anything contained herein, we shall have the right to terminate this Mandate letter and acceptance thereof under any or all of the following circumstances:

a. A major break down or dislocation of the business in the major financial markets affecting global and / or Indian financial markets.

b. Declaration of war or occurrence of insurrection or civil commotion or natural calamity like earthquake, cyclone / Hurricane, flooding or other serious or sustained financial or political or industrial emergency or disturbance affecting global and Indian financial markets.

c. If the company fails to act on the mandate or in case if there is no activity from the company to take the mandate ahead for a period of 3 months.

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

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.

In the event of breach of any of the conditions mentioned above, the LM 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 till such date and also entire remaining fees shall be payable to LM within 15 days.

For Faith Industries Limited	Fine Investment Private Limited	Kankariya Holding Private Limited	Premraj Kankariya HUF	For Smart Horizon Capital Advisors Private Limited
	(Selling Shareholder)	(Selling Shareholder)	For Premraj Kankariya HUF (Selling Shareholder) KARTA	
Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory

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 and the language to be used in the arbitral proceedings shall be English / Hindi.

33. **Confidentiality:** All information provided by the Company and the Selling Shareholder 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.

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

For Faith Industries Limited	**Fine Investment Private Limited**	**Kankariya Holding Private Limited**	**Premraj Kankariya HUF**	**For Smart Horizon Capital Advisors Private Limited**
	(Selling Shareholder)	*(Selling Shareholder)*	For, Premraj Kankariya HUF *(Selling Shareholder)* KARTA	
Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory

Witness:

Witness 1:	**Witness 2:**	**Witness 3:**	**Witness 4:**	**Witness 5:**