IN-GJ51050357685091Y

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

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Certificate No.	:	**IN-GJ51050357685091Y**
Certificate Issued Date	:	24-Aug-2026 03:55 PM
Account Reference	:	IMPACC (AC)/ gj13032611/ JAMNAGAR/ GJ-JM
Unique Doc. Reference	:	SUBIN-GJGJ1303261192091639166052Y
Purchased by	:	SUNRISE MIDDLE EAST TURN TECH LIMITED AND OTHERS
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	OFFER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	SUNRISE MIDDLE EAST TURN TECH LIMITED AND OTHERS
Second Party	:	AFTERTRADE BROKING PRIVATE LIMITED
Stamp Duty Paid By	:	SUNRISE MIDDLE EAST TURN TECH LIMITED AND OTHERS
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

SUNRISE MIDDLE EAST TURN TECH LIMITED

Sanghani P.R. Sanghani J.R.

AFTERTRADE BROKING PRIVATE LIMITED

SHCIL ACC

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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.

OFFER AGREEMENT

FOR INITIAL PUBLIC OFFER OF SUNRISE MIDDLE EAST TURN TECH LIMITED

DATED AUGUST 24, 2026

AMONGST

AFTERTRADE BROKING PRIVATE LIMITED
(Book Running Lead Manager)

AND

SUNRISE MIDDLE EAST TURN TECH LIMITED
(Issuer Company)

AND

Mr. JAYDEEP RAMESHBHAI SANGHANI
(Selling Shareholder)

AND

Mr. HIRENBHAI MANSUKHLAL SANGHANI

(Selling Shareholder)

AND

Mr. PARAG RAMESHCHANDRA SANGHANI

(Selling Shareholder)

AND

Mr. MAYANK RASIKBHAI SANGHANI

(Selling Shareholder)

AND

Mr. MUKESH DHANJIBHAI SANGHANI

(Selling Shareholder)

AND

Mr. RAMESHCHANDRA SANGHANI

(Selling Shareholder)

AND

Mrs. SHITALBEN MUKESHBHAI SANGHANI

(Selling Shareholder)

SUNRISE MIDDLE EAST TURN TECH LIMITED
Sanghani P.R.   Sanghani. J.R

AFTERTRADE BROKING PRIVATE LIMITED

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

This Offer Agreement made at Jamnagar on this 24th day of August 2026, between;

AFTERTRADE BROKING PRIVATE LIMITED, having its Corporate office at 206, Time Square, Besides Pariseema Building, CG Road, Navrangpura, Ahmedabad - 380009 (Hereinafter referred to as "The **Merchant Banker**" or "**ATBPL**" or "**Book Running Lead Manager**" **or "BRLM"**) 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

SUNRISE MIDDLE EAST TURN TECH LIMITED, a company incorporated under the Companies Act, 2013 and having its registered office at GIDC-3, Plot No. 3025, Udyognagar, Jamnagar, Kalavad, Gujarat, India – 361004 (Hereinafter referred to as "**SUNRISE**" or "**The Issuer Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **Second Part;**

AND

Mr. JAYDEEP RAMESHBHAI SANGHANI, residing at Plot Number 403-404, Shanti Residency-3, Shree Nivas Colony, Summair Club Road, Jamnagar, Jamnagar City, Digvijay Plot, Jamnagar, Gujarat – 361005 (hereinafter referred to as the "Selling Shareholder-1", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators and permitted assigns), acting in his individual capacity as a Selling Shareholder and, pursuant to the Power of Attorney dated August 18, 2026 executed in his favor by the other Selling Shareholders, also acting as their duly authorized attorney in connection with the Offer for Sale and the execution and performance of this Agreement and the documents and transactions contemplated herein, of the **Third Part.**

AND

Mr. HIRENBHAI MANSUKHLAL SANGHANI, (herein after referred to as the "Selling Shareholder-2"), 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;**

AND

Mr. PARAG RAMESHBHAI SANGHANI, (herein after referred to as the "Selling Shareholder-3"), 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;**

AND

Mr. MAYANK RASIKBHAI SANGHANI, (herein after referred to as the "Selling Shareholder-4"), 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 **Sixth Part;**

AND

Mr. MUKESH DHANJIBHAI SANGHANI, (herein after referred to as the "Selling Shareholder-5"), 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 **Seventh Part;**

AND

Mr. RAMESHCHANDRA SANGHANI, (herein after referred to as the "Selling Shareholder-6"), 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 **Eighth Part;**

AND

Mrs. SHITALBEN MUKESHBHAI SANGHANI, (herein after referred to as the "Selling Shareholder-7"), 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 **Nineth Part;**

In this Agreement, the Company, Selling Shareholders and the Book Running Lead Manager are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

A. The Issuer Company and Selling Shareholders propose to undertake an Initial Public Offering up to 51,58,000 Equity Shares of face value of ₹10 each of the Company ("**Equity Shares**"), comprising (i) a Fresh Issue and up to

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42,61,000 Equity Shares by the Company (the "**Fresh Issue**") (B) an offer for sale of 8,97,000 Equity Shares ("Offered Shares") by the Selling Shareholders (the "**Offer for Sale**" and together with the Fresh Issue, ("**Offer**"), in accordance with the Companies Act, 2013 as amended, including any rules, regulations, clarifications and modifications thereto ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**"), and other applicable laws, at such price as may be disclosed in the Offer Document through the "Book Building Method" under the SEBI ICDR Regulations by the Company in consultation with the LM (the "**Offer Price**").

B. The Company and Selling Shareholders have approached the Book Running Lead Manager to manage the said Offer and the Book Running Lead Manager has accepted the engagement, inter-alia, subject to the Company, entering into an agreement for the purpose being these present: -

NOW, THEREFORE, the Company, Selling Shareholders and the Book Running Lead Manager do hereby agree as follows: -

1. The Offer shall be conducted through book built offer method prescribed under SEBI (ICDR) Regulations, 2018.
2. The Issuer has approached the BRLM to manage the offer and the BRLM have accepted the engagement *inter-alia*, subject to the Issuer entering into an agreement for the purpose being these presents;
3. The agreed fees and expenses payable to the Book Running Lead Manager for managing the offer are set forth in the Mandate/Engagement Letter.
4. Pursuant to Regulation 244 (5) of the SEBI (ICDR) Regulations, 2018 the Book Running Lead Manager is required to enter into this Offer Agreement with the Company and Selling Shareholders.
5. The present Offer has been authorized pursuant to a resolution of our Board dated August 10, 2026, and by Special Resolution passed under Section 62(1)(c) of the Companies Act, 2013 at an Extra-Ordinary General Meeting of our shareholders held as on August 18, 2026.

   The Offer for sale has been authorized by the Selling Shareholders by Consent letter dated August 10, 2026.

NOW, THEREFORE, the Issuer and Selling Shareholder and the BRLM do hereby agree as follows:

Aftertrade Broking Private Limited will be acting as the Book Running Lead Manager to the offer.

1. The Issuer hereby represents that:

a) It has complied with or agrees to comply with all the statutory formalities under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, the Companies Act, 1956 and/or the Companies act 2013, as applicable and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "the Board") and other relevant statutes relating to an offer.

b) The Company and the Selling Shareholders undertake and declare that any information made available to the BRLM or any statement made in the Draft Red Herring Prospectus / Updated Draft Red Herring Prospectus/ Red Herring 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.

c) The Company and the Selling Shareholders also undertake 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 BRLM to corroborate the information and statements given in the Offer Documents.

The Company and the Selling Shareholders accept full responsibilities to update the information provided earlier and duly communicate to the BRLM 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.

The Company and the Selling Shareholders accept full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Offer.

d) The Company shall, if so required, extend such facilities as may be called for by the BRLM 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.

e) The Company shall extend all necessary facilities to the BRLM 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 organization, and also with any other intermediaries who may be associated with the Offer in any capacity whatsoever.

2. The Issuer in respect of the following matters hereby covenants that:

SUNRISE MIDDLE EAST TURNTECH LIMITED Sanghani P.R. Sanghani.J.R

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a) All necessary information shall be made available to the Book Running Lead Manager and that under no circumstances; it shall neither give nor withhold any information which is likely to mislead the investors.

b) To furnish all documents to enable the Book Running Lead Manager(s) to corroborate the information given in the draft offer document/offer document have been provided/will be provided.

c) To extend necessary facilities to BRLM to interact on any matter relevant to the offer with the solicitors or legal advisors, auditors, consultants, advisors to the offer, public financial institutions, scheduled commercial banks or any other organization and any other intermediary associated with the offer.

d) To provide details and particulars of statutory compliances which have to be fulfilled before the offer.

3. The Issuer and the Selling Shareholder shall ensure that all advertisements released in connection with the offer conform to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the BRLM from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate product and offer advertisements of the Issuer. The interviews by its promoters, directors, duly authorized employees or representatives of the Issuer, documentaries about the Issuer or its promoters, periodical reports and press releases issued by the Issuer or research report made by the Issuer, any intermediary concerned with the offer or their associates or at any press, brokers' or investors' conferences shall also conform to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

4. The Issuer and the Selling Shareholder shall not, without the prior consent of the BRLM, 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 or any other instruments, circulars, or advices.

5. The Issuer and the Selling Shareholder shall, whenever required and wherever applicable, in consultation with the BRLM, enter into an agreement with the intermediaries 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 BRLM.

6. The Issuer and the Selling Shareholder shall take such steps as are necessary to ensure completion of allotment and dispatch of letters of allotment/credit to demat accounts/refund/unblocking of funds to the applicants including non–resident Indians soon after the basis of allotment is approved by Designated Stock Exchange/s 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, 2013 as disclosed in the offer document.

7. The Issuer and the Selling Shareholder shall take steps to pay fees, Underwriting Commission and Brokerage to the underwriters, stock brokers, SCSBs, registered intermediaries, Book Running Lead Manager(s) etc., within the time specified in any agreement with such intermediaries or within a reasonable time.

8. The Issuer and the Selling Shareholder undertakes to furnish such information and details regarding the offer as may be required by the BRLM to enable them to file a report with the Board or place it on their websites.

9. The Issuer and the Selling Shareholder shall keep the BRLM informed if it encounters any problems due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of certificate, demat credit, making refunds/unblocking of funds share/debenture certificates etc.

10. The Issuer and the Selling Shareholder 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 BRLM.

11. The Issuer and the Selling Shareholder shall refund/unblock the moneys raised in the offer of 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 Issuer shall pay requisite interest amount if so required under the laws or direction or order of the Board.

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

13. 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.

Rights/ Obligations and certain terms of Merchant Banker, the Issuer Company and Selling Shareholders:

Merchant Banker's Right:

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

2. 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.

3. 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.

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4. The BRLM 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 BRLM 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.

Merchant Banker's Responsibilities:

The Merchant Banker will provide the services described (or such variations as may subsequently be agreed in writing between both the parties) with reasonable skill and care, in accordance with the professional standard expected, and in a timely manner. The nature and content of any advice that is provided will necessarily reflect the specific scope and limitations of the engagement, the amount and accuracy of information provided by the Issuer Company, and the timescale within which the advice is required. The Merchant Banker shall be entitled to rely on such information when performing obligations under the engagement. If general information or advice is provided, the applicability thereof will depend on the particular circumstances in which it is to be used (of which the either party might not be aware) and should be viewed accordingly. In relation to any particular transaction, specific advice should always be sought and all material information related thereto should be provided. The responsibility of the BRLM would be limited to the activities as agreed upon in Inter-se-allocation of responsibilities. The services rendered by the BRLM are on best efforts basis and in an advisory capacity. The BRLM shall not be held responsible for any acts or omissions by the Company. Any action in connection with the Offer, on behalf of or by the Company and/or the Selling Shareholders, shall be subject to prior consultation of the BRLM.

The Issuer Company's and Selling Shareholder's Responsibilities:

In relation to all work for the Issuer Company and Selling Shareholder, it is the responsibility of the Issuer Company's staff and selling shareholder to provide with complete, accurate, timely and relevant information and to carry out any other obligations. In addition, the Issuer Company and selling shareholder agrees to keep informed of any material developments or proposals relating to the business or operations, which may have a bearing on the engagement.

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

The Company and the Selling Shareholders shall, in mutual consultation, agree and abide by the advice of the BRLM to suitably defer / postpone the Offer in the event of any happenings which in the opinion of the BRLM would tend to paralyses 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.

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

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

OTHER RESPONSIBILITIES & TERMS OF AGREEMENT:

Limitation of Liability:

The engagement deliverables will reflect a reasonable interpretation of the relevant statutes in India, there cannot be any guarantee or assurance that the relevant authorities will agree with analysis and conclusions. Therefore, the Merchant Banker shall not be liable in case any penalty is levied on The Issuer Company as a result of reliance of engagement deliverables. The Merchant Banker liability shall be limited solely to direct damages sustained as a result of the gross negligence or willful misconduct of their personnel in the performance of the services. Its total liability shall be limited to the fees actually paid for that part of the services giving rise to the liability. In no event shall the Merchant Banker be liable to the Issuer Company or any third party for further damages or expenses.

Further, the Issuer Company also agrees to hold harmless, its directors and employees free from all actions, claims, proceedings, losses, damages, costs and expenses, whatsoever and however caused, incurred, sustained or arising, which **ATBPL**, its directors and employees may suffer, arising from, or in connection with, the provision of the services. This provision shall survive the termination of the engagement for any reason.

Conflict of Interest:

Subject to confidentiality restrictions set forth herein, the Merchant Banker and its affiliates shall have the right to render similar services to any third parties, even if such parties are in competition with the Issuer Company.

Confidentiality:

The reports, letters, information and advice provided by the Merchant Banker to the Issuer Company and Selling Shareholder during this engagement are given in confidence solely for the purpose of this engagement and are provided on the condition that the Issuer Company and Selling Shareholder undertakes not to disclose these, or any other confidential information made available to the Issuer Company and Selling Shareholders by the Merchant Banker during the course of work, to any third party (being a party other than those to whom the report, letter, information or advice is addressed) without prior written consent of the Book Running Lead Manager.

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

Termination/ Breach (its conditions and the consequences):

The engagement shall be valid for a period of one year from the date of sighing of Offer Agreement and may be extended for a further period by mutual Offer Agreement between the parties.

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Notwithstanding the above, the Offer Agreement shall terminate on the occurrence of any of the following:

1. Mutual Consent between our Company, Selling Shareholders & BRLM; or
2. By either our Company or BRLM upon giving 30 days written notice thereof to the other party; or
3. By Completion of the Transaction;
4. If our Company decided not to proceed with the Transaction, on receipt of such information by BRLM.

Services may be terminated by either party due to appropriate reasons, by notice in writing to the regular correspondence address of the other party marked to the appropriate Director or contact person. In the event of termination, fees and expenses incurred to the date of termination shall be payable by the Issuer Company to the Book Running Lead Manager.

Force Majeure:

Neither the Company nor the Merchant Banker shall be liable in any way for failure to perform nor delay in performing, their respective obligations under this engagement, if the failure or delay is due to causes outside the reasonable control of the party which has failed to perform.

Entire Agreement:

This Engagement Letter contains the entire agreement of the parties hereto, is in lieu of all other compensation arrangements, and supersedes all prior understandings between **ATBPL** and the Issuer Company with regard to the Services. The agreements herein may be changed only by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

Governing Law and Jurisdiction:

These terms of business shall be governed by and construed in accordance with the laws of India and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of Ahmedabad Gujarat courts.

In the event of breach of any of the conditions mentioned above, the BRLM 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, the Selling Shareholders and BRLM.

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

For, Aftertrade Broking Private Limited *[signature]* **Vanesh Panchal** **Director** **DIN: 06944544**	**For, Sunrise Middle East Turn Tech Limited** Sanghani P.R. **Parag Rameshchandra Sanghani** **Managing Director** **DIN: 10379754**
For and on behalf of all selling shareholders **Mr. Jaydeep Rameshbhai Sanghani** Sanghani J.R. **(Selling Shareholder)**	

Witness:

1. *[signature]*
Name: Parul Shah
Address: Ahmedabad

2. *[signature]*
Name: NIRMAL MOTLA
Address: Jamnagar