



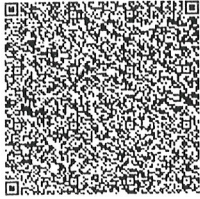
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL26942842863447W
Certificate Issued Date : 12-Jan-2024 02:33 PM
Account Reference : IMPACC (IV)/ dl828003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL82800316713458214508W
Purchased by : Homedge Infracon Private Limited and Anr
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : Homedge Infracon Private Limited and Anr
Second Party : Behari Lal Ispat Private Limited and Ors
Stamp Duty Paid By : Homedge Infracon Private Limited and Anr
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Please write or type below this line

For Behari Lal Ispat (P) Ltd.

Director

For Homedge Infracon Pvt. Ltd.

Auth. Signatory/Director

Stamp Duty Agent

The authenticity of this Stamp certificate should be verified at www.shedra.gov.in or at a Stamp Mobile App of Stock Holding Corporation of India. The details on this Certificate and as available on the web, the Stamp App, should not be used for any purpose other than the intended use of the Certificate. The authenticity of the Certificate is on the users of the Certificate. Any misuse of the Certificate shall be the responsibility of the user. Please inform the Competent Authority.

SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT

BY AND AMONGST

BEHARI LAL ISPAT PRIVATE LIMITED

AND

DINESH GARG

AND

PRAKASH CHAND GARG

AND

LOVLISH GARG

AND

RAJESH GARG, ON BEHALF OF THE REMAINING SHAREHOLDERS OF THE
COMPANY (LISTED IN SCHEDULE II)

AND

HOMEDGE INFRACON PRIVATE LIMITED

AND

ANUBHAV GUPTA INVESTMENTS

Behari Lal Ispat Private Limited For Behari Lal Ispat (P) Ltd.  Director	Dinesh Garg 	Prakash Chand Garg 	Lovlish Garg 
Homedge Infracon Private Limited 	Anubhav Gupta Investments 	Rajesh Garg, on behalf of Remaining Shareholders 	

SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT

This Share Subscription and Shareholders' Agreement ("**Agreement**" or "**SSSHA**") is made on 16, January, 2024 ("**Execution Date**"), at Delhi, by and amongst:

BEHARI LAL ISPAT PRIVATE LIMITED, a company established under the Companies Act, 1956, with corporate identification number U27109PB1995PTC016490, and having its registered address at Village - Salani Amloh Road, Mandi Gobindgarh, Punjab-147301 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

MR. DINESH GARG, an Indian citizen, with permanent account number ABLPG8854E residing at 147, Goyal colony, Sector 5C, Mandi Gobindgarh, Punjab-147301 (hereinafter referred to as the "**Shareholder 1**", which expression shall include his legal heirs, representatives, executors, administrators and permitted assigns);

AND

MR. PRAKASH CHAND GARG, an Indian citizen, with permanent account number ABLPG8855F residing at 147, Goyal colony, Sector 5C, Mandi Gobindgarh, Punjab-147301 (hereinafter referred to as the "**Shareholder 2**", which expression shall include his legal heirs, representatives, executors, administrators and permitted assigns);

AND

MR. LOVLISH GARG, an Indian citizen, with permanent account number AMCPG5828N residing at 360, Goyal colony, Sector 5B, Mandi Gobindgarh, Punjab-147301 (hereinafter referred to as the "**Shareholder 3**", which expression shall include his legal heirs, representatives, executors, administrators and permitted assigns);

AND

Individuals having shareholding in the Company, details of which are specified in **Schedule II** to this Agreement, represented by **MR. RAJESH GARG**, an Indian citizen, with permanent account number ABSPG0825G residing at D-11, Ashoka Niketan, Vikas Marg Extn., New delhi-110092 (hereinafter referred to as the "**Remaining Shareholders of the Company**" or "**Remaining Shareholders**", which expression shall include his legal heirs, representatives, executors, administrators and permitted assigns);

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

AND

HOMEDGE INFRACON PRIVATE LIMITED, a company incorporated under Companies Act, 1956 (having CIN: U70109DL2019PTC352992) with its registered office at G-8, Maharani Bagh, South Delhi, New Delhi- 110065 (hereinafter referred to as the “**Investor 1**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

ANUBHAV GUPTA INVESTMENTS, a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at 192, 3rd Floor, Sandesh Vihar, Saraswati Vihar, Pitampura, Delhi-110034, through its partner, **Mr. Anubhav Gupta** (hereinafter referred to as the “**Investor 2**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include, jointly and severally, each of its partners, both in their personal capacity and as partners of Investor 2, and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of Investor 2, its affiliates, legal heirs, executors, administrators, legal representatives and permitted assigns).

Shareholder 1, Shareholder 2 and Shareholder 3 are collectively referred to as the “**Director Shareholders**”.

Director Shareholders and the Remaining Shareholders are collectively referred to as the “**Shareholders**”.

Investor 1 and Investor 2 are collectively referred to as the “**Investor**”.

The Company, the Investor and the Shareholders are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The Company is engaged in the business of manufacturing of high quality forging rolls, alloy and non-alloy ingots and castings, amongst other similar business operations (“**Business**”).
- B. As of the date of this Agreement, the Shareholders collectively hold 100% (*one hundred percent*) of the total paid up capital of the Company, comprising of 40,00,000 (*forty lac*) shares

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of face value of INR 10 each, the details of which are particularly described in Part A to Schedule to this Agreement (*Shareholding pattern as on Execution Date*).

- C. That the Company is currently in the process of amalgamating with Belco Special Steels Private Limited and Parkash Multimetals Private Limited, in terms of the scheme of amalgamation pending disposal before the Hon'ble National Company Law Tribunal, Chandigarh Bench ("**Merger**"), and which shall be effective as on the Effective Date (*defined below*).
- D. The Investor is desirous of acquiring 8,58,865 (*Eight lakh fifty eight thousand eight hundred and sixty six*) shares ("**Subscription Shares**") for a total consideration of INR 38,50,00,000 ("**Subscription Consideration**"), pursuant to this Agreement, such that the Investor holds 11% (*eleven percent*) of the shares in the Company on the Effective Date.
- E. The Parties agree that the Subscription Consideration shall be utilised for the purpose of expansion and growth of the Business ("**End Use**"), and that the affirmative consent of Investor 1 shall be required for the use of the Subscription Consideration by the Company, in terms specified hereinafter. Provided however, the Subscription Consideration may be utilised for the purpose of repayment of any existing loans, with the prior approval of the Investor. Further, Investor 1 shall have the right to nominate one Director on the Board of the Company (the "**Investor Nominee Director**").
- F. The Parties are now desirous of entering into this Agreement, to record the terms and conditions of investment by the Investor, and the rights and obligations of the Investor and the Shareholders, including governance and management of the Company.

NOW THEREFORE, in consideration of the mutual covenants and agreements set out in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

"**Act**" means the Companies Act, 2013, as applicable and amended from time to time and delegated legislation made thereunder, including all rules, regulations, notifications, circulars, secretarial standards, accounting standards or orders made under and/or in pursuance of the Act;

"**Agreement**" means this Share Subscription and Shareholders Agreement, executed between the Parties on the Execution Date;

"**Amalgamated Company**" means the Company, post completion of Merger;

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“Applicable Law(s)” means any applicable national, federal, central, international, foreign, state, provincial, local or other law including all applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances, orders, notes, clarifications, releases or any other forms of delegated legislation of any governmental authority, statutory authority, court, tribunal or other judicial or quasi-judicial authority having jurisdiction over the Parties; (b) governmental approvals; and (c) orders, decisions, injunctions, judgments, awards, findings, requirements and decrees of or agreements with any governmental authority, statutory authority, court, tribunal or other judicial or quasi-judicial authority having jurisdiction over the Parties;

“Articles” means the articles of association of the Company, as amended from time to time and in accordance with Applicable Law and this Agreement;

“Board” or **“Board of Directors”** means the board of directors of the Company as constituted from time to time in accordance with Applicable Law, the Articles and the terms of this Agreement;

“Business” shall have the meaning assigned to the term in recital “A” above;

“Closing” means the consummation of the transactions contemplated in Clause 4 of this Agreement, for effecting the Transfer of the Subscription Shares to the Investor;

“Closing Date” means the date on which Closing occurs;

“DIAC” shall have the meaning assigned to the term in Clause 11.1.6 below;

“Effective Date” shall mean the date on which the Merger actually comes into effect, having completed all the relevant formalities laid down in the Act, or as may be specified by the Hon’ble National Company Law Tribunal, Chandigarh Bench in its sanction of the scheme of amalgamation;

“Encumbrance” means any pledge, charge, lien (statutory or other), community property interest, equitable interest, mortgage, easement, encroachment, right of way, right of first refusal or restriction of any kind, debenture, hypothecation, security interest, pre-emption right, option or any other defect in title, security interest, encumbrance or third party right or claim of any kind, including any restriction on use, voting, transfer, receipt of income or exercise or any agreement to create any of the above;

“End Use” shall have the meaning assigned to the term in recital “D” above;

“Intellectual Property Rights” means, in relation to the Company and the Shareholders, including but not limited to their respective affiliates, the rights owned, whether or not registered, over any patents, utility models, trademarks, service marks, logos, trade and business names, technology, technical drawings, designs, design rights, copyright and neighbouring rights, database rights, domain names and

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rights in confidential information, inventions, software, websites and website content, trade secrets, confidential information of all kinds and other similar proprietary rights which may subsist in any part of the world and whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and rights to apply for such registrations anywhere in the world;

“Investor Nominee Director” shall have the meaning assigned to the term in Clause 5.2 below;

“Merger” shall have the meaning assigned to the term in Recital “C”;

“Promoter Shareholders” shall mean the Director Shareholders and the following shareholders- Parkash Chand Garg (HUF), Rajesh Garg, Anju Garg, Yogita Garg, Bhuvnesh Garg, Kanav Garg, Bhanu Garg, Rajesh Garg HUF, Lovlish Garg HUF and Dinesh Garg HUF;

“Remaining Shares” means the total shares of the Company with the Shareholders on the Closing Date;

“Securities” means the equity shares and any other securities of the Company, including but not limited to preference shares, including compulsorily convertible preference shares, any equity linked securities, securities or other instruments issued by the Company which are convertible into or exchangeable for equity Shares, including, where applicable only the beneficial or economic interest in such shares; and

“Subscription Consideration” shall have the meaning assigned to the term in recital “C” above;

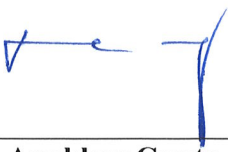
“Subscription Shares” shall have the meaning assigned to the term in recital “C” above;

“Transfer” means to transfer, sell, convey, assign, pledge, hypothecate, create a security interest in or Encumbrance on, place in trust (voting or otherwise), transfer by operation of law, or in any other way subject to any encumbrance or dispose of, whether or not voluntarily.

2. SCOPE

2.1 Subscription to Subscription Shares

The Investor has, subject to the terms and conditions of this Agreement, and relying upon the Representations and Warranties, agreed to pay the Subscription Consideration to subscribe to the Subscription Shares from the Shareholders, in the manner described in this Agreement. Upon receipt of the of the Subscription Consideration, the Company shall, and the Shareholders shall ensure that the Company shall, forthwith take such actions as are set out in Clause 4 (*Closing and Post-Closing Actions*) to effect the issuance of the Subscription Shares to the Investor. The receipt of the Subscription Consideration from the Investor, and the delivery of the Subscription Shares to the respective Investor, shall be in accordance with this Agreement, and shall occur on the Closing Date.

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2.2 Form and Payment of the Subscription Consideration

The Subscription Consideration shall respectively be payable by each Investor, by wire transfer to the designated bank account of the Company.

2.3 Full Payment for the Subscription Shares

The Parties agree that the receipt of the Subscription Consideration by the Company, in the manner set out in this Agreement, shall constitute full and final payment by the Investor for the Subscription Shares, and shall entitle the Investor to fully paid-up Subscription Shares, free of all Encumbrances.

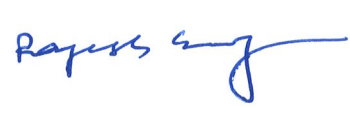
2.4 Waiver of Rights

The Company and the Shareholders hereby agree to the issuance of the Subscription Shares to the Investor, on the terms and conditions set out in this Agreement. They waive any and all pre-emptive rights and other rights (if any) that they may jointly or severally have with respect to the transfer and delivery of the Subscription Shares, whether conferred by the Articles, by contract, or otherwise, in any manner whatsoever.

3. REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants, as on the Execution Date, and warrants the continuing validity as on and upon the Closing Date, with respect to itself, to the other Parties (wherever applicable) as follows:

- 3.1 Such Party has the power, capacity and authority to enter, execute, deliver and perform this Agreement and has taken all necessary action (corporate, statutory, regulatory or otherwise, as applicable) and has obtained all such approvals required to be obtained by it to execute, deliver, perform its obligations and the transactions contemplated hereunder.
- 3.2 That the shareholding pattern of the Company, as on the Execution Date, and as on the Closing Date, is and shall be as reflected in Schedule I to this Agreement.
- 3.3 That the Promoter Shareholders shall not, directly or indirectly, carry out or assist in carrying out any activity, done individually or as part of other allied activities, which can be considered as competitive to the Business, in any manner whatsoever, in the determination of the Investor, at its discretion.
- 3.4 With respect to a Party being an incorporated entity, it is duly organised, validly existing and in good standing under the laws of its incorporation, and the constitutional documents include provisions which give it the power, and where any corporate authority is required, such corporate

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authority has been obtained to sign and deliver this Agreement and exercise its rights and perform its obligations under this Agreement.

3.5 This Agreement has been duly and validly executed and delivered by it and constitutes legally valid and binding obligations enforceable under Applicable Law against it in accordance with its terms.

3.6 None of, (a) the execution, delivery and performance of this Agreement; (b) the consummation of the transactions contemplated by this Agreement; or (c) the compliance with the provisions of this Agreement, will, (i) conflict with or breach any Applicable Laws; or (ii) violate or breach a provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, any of the terms, covenants, conditions or provisions of its respective constitutional documents or any contract, agreement or other instrument, commitment or obligation to which such Party is a party, so as to render this Agreement void or unenforceable.

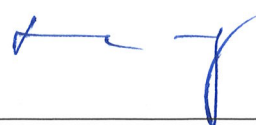
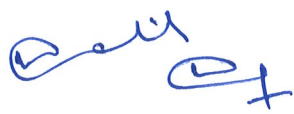
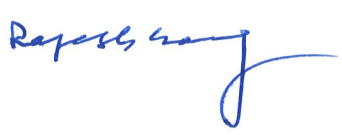
3.7 There is no litigation pending or threatened against it, which questions the validity or enforceability of this Agreement or the transactions contemplated hereunder.

3.8 Specifically, the Company and the Shareholders represent and warrant as follows-

- The land parcel situated at Village Salani, District Fatehgarh Sahib comprising of
 - Khasra no 357/1 & 257/2 admeasuring 1.754 Acres
 - Khasra no 345/2/ Min admeasuring 1.588 Acres
 - Khasra no 345(1/ 7-12) 278(4-14) 345(2/ 18-3) 345(2/ 15-6) admeasuring 3.117 Acres
 - Khasra no 331 (3-12) 340(4-19) 346(25-18) admeasuring 1.596875 Acres

is owned validly by the Company, and change of land use certificates have been obtained in respect of the foregoing, to be validly used for the purpose of carrying out any and all activities relating to the Business; and such land parcel has no encumbrances except by way of creation of charge(s), duly reported to the Registrar of Companies, and is not subject to any litigation, dispute, etc.

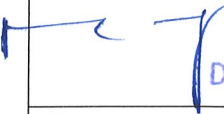
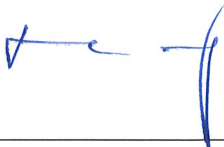
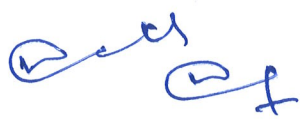
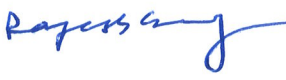
- The Company is not subject to any current, pending or potential enforcement proceedings, including criminal prosecutions, administrative proceedings, appeals, statutory enforcement notices, orders, civil litigation and outstanding insurance claims involving any environmental or health and safety issues, except the proceedings pending with the Income Tax authorities initiated under section 153C of the Income Tax Act, 1961 in relation to search on the World Window group.

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- The Intellectual Property Rights are free from any all Encumbrances.
- There are no liens, hypothecation or any other third party or creditor claims against any of the assets of the Company, and all the assets of the Company are free from all Encumbrances or third party or creditor claims, except by way of creation of charge(s), duly reported to the Registrar of Companies in accordance with applicable laws or disclosed in the audited financials.
- The Shareholders constitute all the shareholders of the Company prior to Closing, such that upon Closing, the Investor and the Shareholders shall be the only shareholders of the Company.
- All the technology currently being used by the Company is its Intellectual Property, or is being validly used with permission of the owner of such technology.
- The Subscription Consideration shall only be utilised for the End Use.
- The Company represents to the Investor that all records, information, contracts/agreements, information regarding its products, brands, data, key employees, or any other information provided by it to the Investor, or its representatives, for carrying out the due diligence for the purpose of deciding to enter into this Agreement are valid and correct. It further represents that all material information, which was required to form part of the aforementioned due diligence, has been shared with the Investor, or its representatives.
- That the rights of the Investor, including the right to appoint the Investor Director, shall not be diluted, in any manner whatsoever, in the Amalgamated Company.

3.9 The Company has verified the validity of each of the representations and warranties, mentioned in this Clause 3, in respect of Belco Special Steels Private Limited and Parkash Multimetals Private Limited independently; and has obtained indemnity bonds from the respective companies, in respect of any and all losses, liabilities, actions, claims, damages, interest and expenses to which they may become subject, suffered or incurred by the Company, insofar as such losses arise out of, in any way relate to, or result from any misrepresentation, misstatement, and/or inaccuracy by each of Belco Special Steels Private Limited and Parkash Multimetals Private Limited, in respect of each of the representations and warranties, mentioned in this Clause 3; including but not limited to any misrepresentation in respect of the ownership of the land parcels owned by the entities.

3.10 Each of the representations and warranties is separate and independent and none of the representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the Parties or any of their agents, representatives, officers, employees or advisers except to the extent disclosed under this Agreement (including under any Schedules hereto).

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4. CLOSING AND POST CLOSING ACTIONS

4.1 On the Closing Date, the Company shall convene a meeting of its Board meeting to pass the following resolutions:

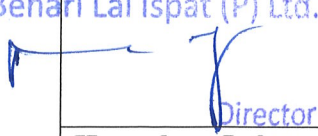
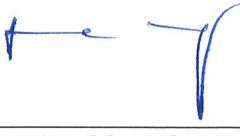
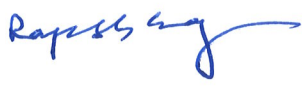
- (a) issue and allot the Subscription Shares to the Investor;
- (b) approve the appointment of the Investor Nominee Director, subject to approval of the Shareholders in a meeting of the Shareholders of the Company;
- (c) to authorise its directors to cause necessary entries to be made in the registers of the Company, and to cause necessary filings to be made to the Registrar of Companies, in relation to the transaction;
- (d) approve the adoption of the Articles incorporating the relevant provisions of this Agreement, in the form satisfactory to the Investor;
- (e) convene a meeting of the Shareholders, at a shorter notice, to approve and adopt the Articles in the Agreed Form, incorporating the relevant provisions of this Agreement.

4.2 The Company shall convene and hold a meeting of the Shareholders to pass resolutions to approve the adoption of the Articles incorporating the relevant provisions of the Agreement and in the form satisfactory to the Investor, and for the reconstitution of the Board to reflect the appointment of the Investor Nominee Directors to the Board.

4.3 All proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing shall be deemed to have been taken and executed simultaneously at the Closing, and no proceedings shall be deemed to be taken nor any documents executed or delivered at the Closing until all actions have been taken, executed and delivered. The obligations of each of the Parties are interdependent of each other. Closing shall not occur unless all of the obligations are complied with and are fully effective or are waived in accordance with the provisions hereof.

4.4 Within 15 (fifteen) days from the Closing Date, the directors of the Company shall do the following-

- (a) file duly filled Form PAS-3, as per the format provided for in the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the Registrar of Companies, with respect to the Subscription Shares issued and allotted to the Investor and recording the same in accordance with Applicable Law;
- (b) file Form DIR 12 in relation to the appointment of the Investor Nominee Directors on the Board with the Registrar of Companies;

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- (c) file the new set of Articles adopted by the Company and Form No. MGT-14 of the Companies (Management and Administration) Rules, 2014 with the Registrar of Companies, with respect to the special resolution passed by the Shareholders of the Company adopting the Articles;
- (d) make entries in the register of members maintained by the Company to include relevant particulars of the Subscription Shares, along with the details of the Investor.

5. MANAGEMENT

5.1 Board of Directors

Subject to the provisions of this Agreement and the Act, the Business of the Company shall be managed by and shall be under the direction and supervision of the Board, which may exercise all such powers of the Company and do all lawful acts and things to give effect to this Agreement.

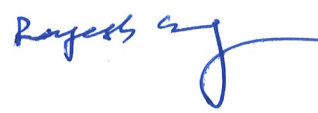
5.2 Composition of the Board

On the Execution Date, the Board of the Company comprises of the Director Shareholders as its Directors. On and upon the Closing Date, the Board shall additionally comprise of the Investor Nominee Director.

It is agreed between the Parties that the Shareholders shall be the executive Directors of the Company. It is further agreed that the Investor Nominee Director shall continue to be a Director on the Board of the Amalgamated Company, notwithstanding any agreement or understanding that the Company may have otherwise.

5.3 Notice for Board Meetings

- 5.3.1 A meeting of the Board may be called by the chairperson of the Board or any other Director, in accordance with the Act. The Board will meet not less than 4 (*four*) times in a year in a manner that not more than 120 (*one hundred twenty*) days shall intervene 2 (*two*) consecutive meetings.
- 5.3.2 At least 7 (*seven*) days' written notice shall be given to each of the Directors for any meeting of the Board provided always that a shorter period of notice may be given by mutual consent of all the Directors, in writing. Notices may be provided by electronic mail as permitted under Applicable Law.

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For Behari Lal Ispat (P) Ltd.  Director			
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5.3.3 Every notice convening a meeting of the Board shall specify the date, time, place and contain, *inter alia* set out the agenda in full and sufficient details of the business to be transacted thereat, together with copies of all relevant papers connected therewith and/or proposed to be placed before or tabled at the meeting. No item or business shall be transacted at such meeting unless the same has been stated in full and sufficient details in the notice convening the meeting. Subject to the provisions under the Act, a detailed note on individual agenda items and relevant back up papers may be circulated later on or placed before the Board meeting.

5.4 Quorum for Board Meetings

Subject to the provisions of the Act, the quorum for all Board meetings shall be 2 (*two*) Directors, present at the beginning and throughout the meetings.

5.5 Management

The Parties hereby acknowledge that it is their intent to have a professional management run the Company and its operations and the Shareholders shall extend reasonable cooperation in achieving such intent.

5.6 Officer in Default

With respect to any filings with regulatory or Governmental Authorities (wherein representatives of the Company are to be named as an "occupier" or "officer in charge"), it is clarified that the Investor or the Investor Nominee Director(s), shall not be named as an "officer in charge" or "officer in default" or "occupier" in any filings with regulatory or Governmental Authorities under any Applicable Laws.

5.7 Shareholders' Meeting

5.7.1 A minimum 21 (*twenty-one*) days' prior written notice shall be given to all the Shareholders of any Shareholders' Meeting, accompanied by the agenda for such meeting (unless the Investor and one of the Shareholders have given written approval for a meeting to be called at shorter notice).

5.7.2 Every notice convening a meeting of the members shall set out the agenda in full and sufficient details of the business to be transacted thereat including a copy of any documents to be reviewed or discussed at such meeting and no item or business which is not set out in the agenda shall be transacted at such meeting, unless otherwise agreed by the Investor and one of the Shareholders, in writing.

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

5.7.3 The Company may have multiple Shareholders' Meetings in a year.

5.8 Quorum for Shareholders' Meeting

Subject to the provisions of the Act, the quorum for all Shareholders' Meeting shall not be less than 2 (*two*) members at the beginning and throughout the meetings, provided that the Investor or its representative shall always be present in a Shareholders' Meeting, for the purpose of constitution a valid quorum.

6. TRANSFER RESTRICTIONS

The Company shall restrict any Transfers or attempt to Transfer any Securities by the Shareholders for a period from the Execution Date till the achievement of initial public offer of the Securities of the Company in any recognized stock exchange(s), in accordance with the Applicable Laws and the written approval of the Investor or prior to the exit of the Investor otherwise from the Company, whichever is earlier. Provided however, the Promoter Shareholders shall be entitled to Transfer within themselves, such that the cumulative shareholding percentage of the Promoter Shareholders remains the same after the Transfer, as it stood on the Closing Date, or as existing on the Effective Date. Any Transfers in violation of this Clause 6, and any purported Transfer in violation of this Clause 6, shall be null and void ab initio, and the Company shall (a) not register such Transfer, and (b) reject and reverse such Transfer made or attempted, suo moto, and may institute proceedings for this purpose, if required by Applicable Law. Any Transfer or attempted or purported Transfer of Securities by the Shareholders, severally or individually, in contravention of the provisions of this Agreement, shall constitute a breach of this Agreement.

7. PRE-EMPTIVE RIGHTS

In the event any issue of new Securities or other securities of the Company is proposed to be made by the Company from time to time, the same shall be done by following the order of priority given below ("New Issuance"):

- Rights issue to all the Shareholders (including the Investor), in proportion to their respective shareholding in the Company;
- Upon the New Issuance remaining unsubscribed by the Shareholders under the rights issue, in whole or in part, the remaining portion of the New Issuance shall be offered to the Investor completely;
- Upon rejection of the New Issuance by the Investor, in whole or in part; the New Issuance (or part thereof, as the case may be), shall be offered for subscription by the Shareholders in proportion to their respective shareholding in the Company;

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
 Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

For Behari Lal Ispat (P) Ltd.

- d) Any remaining portion of the New Issuance, which remains unsubscribed by the Investor and the Shareholders, shall thereafter be offered to third parties, subject to obtaining the written approval of the Investor in this respect.

8. COVENANTS

8.1 Usage of Subscription Consideration

Notwithstanding anything in this Agreement, it is agreed that the Company shall utilize the Subscription Consideration, subject to obtaining prior mutual consent in writing between the Director Shareholders and the Investor.

8.2 Non-compete

The Promoter Shareholders agree that the Company shall be the exclusive vehicle through which they shall pursue the Business. Any attempts to, directly or indirectly, carry out or assist in carrying out any activity, done individually or as part of other allied activities, which can be considered as competitive to the Business, in any manner whatsoever, in the determination of the Investor, at its discretion, shall be considered a material breach of this Agreement, entitled the Investor to terminate this Agreement forthwith, without prejudice to exercising its other rights under this Agreement.

This Clause 8.2 shall not be applicable on any trading activity carried out by BLC Metals Private Limited (corporate identification number- U74899PB2000PTC048847).

8.3 Anti-dilution Protection

The Company, and the Shareholders, undertake to ensure that the valuation at which the Investor is investing in the Company, by way of this Agreement, is not diluted at any point, or in any manner, whatsoever, including but not limited to, by way of a further issuance of Securities to any third party, which is at a lower valuation than the valuation at which the Investor has purchased and subscribed to the Subscription Shares under this Agreement.

9. INDEMNITY

Each of the Promoter Shareholders, and the Company, jointly and severally agree to indemnify and hold harmless the Investor, its affiliates and their respective employees promptly upon demand at any time and from time to time, from and against any and all losses, liabilities, actions, claims, damages,

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
 			

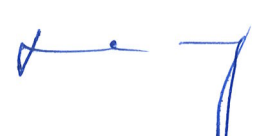
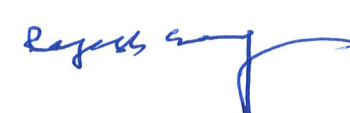
interest and expenses to which they may become subject, suffered or incurred by them, insofar as such losses directly arise out of, in any way relate to, or result from any misstatement, inaccuracy, failure to perform, non-fulfilment of or breach of any of the covenants or undertakings as contained in this Agreement.

Specifically, the Promoter Shareholders and the Company, shall indemnify and hold harmless the Investor, its affiliates and their respective employees promptly upon demand at any time and from time to time, from and against any and direct losses, liabilities, actions, claims, damages, interest and expenses suffered by it, including by way of the Subscription Shares lowering in value as a result thereto, on account of the proceedings pending with the Income Tax authorities initiated under section 153C of the Income Tax Act, 1961 in relation to search on the World Window group.

10. INFORMATION RIGHTS

The Company shall provide, and the Shareholders shall ensure that the Company does provide, to the Investor such information as it may request, including, without limitation, the following documents with respect to the Company:

- a) unaudited consolidated/standalone financial statements on a quarterly basis, within 15 (fifteen) calendar days following the end of each quarter of a Financial Year;
- b) monthly management information system output, including a report from the respective chief executive officers of the Company and a discussion of key issues and variances to the annual budget of the Company and from the preceding month, marketing and such other reports (as may be requested by the Investor), in a mutually agreed format within 7 (seven) calendar days following the end of the preceding month , a comparative analysis of audited consolidated financial statements, compared with projected figures specified in the business plan, within 90 (ninety) calendar days following the end of each quarter of a Financial Year, quarterly status and review of the business plan within 30 (thirty) calendar days from the end of the preceding quarter, status along with details and list of any litigation / notice on a quarterly basis, within 30 (thirty) calendar days from the end of the preceding quarter;
- c) certified true copies of the resolutions passed by the Board in relation to:
 - (a) estimated sources and application of funds for the following Financial Year;
 - (b) estimated profit and loss account for the following Financial Year;
 - (c) estimated balance sheet for the following Financial Year;
 - (d) deviations from the business plan and reasons therefor;
 within 90 (ninety) days of the commencement of any Financial Year;

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
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- d) details of any actual or prospective material change in the Business or financial position of the Company, of which the Board is aware or would reasonably be expected to be aware in the proper performance of its duties;
- e) prompt notice of any litigation / disputes / material adverse claims or similar developments against the Company;
- f) prompt notice of details of any defaults under material contracts, notices received having significant impact on the Business or any material regulatory changes or changes in Applicable Law affecting the Business;
- g) quarterly compliance report certified by the compliance officer of the Company, within 30(thirty) days of the end of the relevant quarter;
- h) minutes of meetings of the Board / Shareholders meetings signed by all Directors, within 15 (fifteen) days of such meeting;
- i) update on status of the directors' and officers' liability insurance policy and renewal of such policy;
- j) any internal and external audit report, within 30 (thirty) days of its preparation;
- k) such other information in relation to the Company and its affiliates as the Company may reasonably require within 30 (thirty) days of such request;
- l) final annual audited Financial Statements for the relevant Financial Year end, together with notes thereto in accordance with Indian GAAP, any reports by auditors or Directors in respect of such statements in accordance with Applicable Law, within 180 (one eighty) days of the end of each Financial Year;
- m) copies of any reports filed by the Company with any governmental authority including copies of all filings (including tax returns) made with Governmental Authority or such other filings within 30 (thirty) days of such reports being filed; and
- n) all management reports to be provided by the Company under this Article shall include a comparison of the financial results with the corresponding quarterly and annual budgets.

11. MISCELLANEOUS

11.1 Assignment

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

The Agreement and the rights and obligations herein shall not be assigned by the Company and/or the Shareholders, without the prior written consent of the Investor.

11.2 Notices

11.2.1 Notices, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall, unless otherwise specified, be transmitted by e-mail to the intended recipient at the e-mail address as set-forth below in this Clause 11.2.1; provided, however, that any notice, demand or communication shall be first be transmitted by e-mail and then confirmed by personal delivery or by prepaid post with recorded delivery or registered mail, in the manner as elected by the Party giving such notice addressed to the intended recipient at its address set forth below, or to such other address or email address as a Party may from time to time duly notify to the others:

If to the Company

Name : Behari lal ispat Pvt Ltd
Address : Village salani, Amloh Road, mandi Gobindgarh,
Punjab-147301
Attention : Rajesh Garg
E-mail : works.bli@gmail.com

If to Shareholder 1

Name : Dinesh Garg
Address : 147, Goyal colony, Sector 5C, Mandi Gobindgarh,
Punjab-147301
E-mail : dinesh@blcmetals.com

If to Shareholder 2

Name : Parkash Chand Garg
Address : 147, Goyal colony, Sector 5C, Mandi Gobindgarh,
Punjab-147301
E-mail : info@blcmetals.com

If to Shareholder 3

Name : Lovlish Garg

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
 For Behari Lal Ispat (P) Ltd. Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

Address : 360, Goyal colony, Sector 5B, Mandi Gobindgarh,
Punjab-147301

E-mail : lovlish@beharilal.com

If to the Remaining Shareholders

Attention : Rajesh Garg

Address : D-11, Ashoka Niketan, Vikas Marg Extn, Delhi-
110092

E-mail : mail@blcmetals.com

If to the Investor 1

Name : Homedge Infracon Private Limited

Address : G-8, Maharani Bagh, Delhi- 110065

Attention : Mr. Romi Sehgal

E-mail : homedge.infracon@gmail.com

If to the Investor 2

Name : Anubhav Gupta Investments

Address : 192, 3rd Floor, SandeshVihar, SaraswatiVihar,
Pitampura, Delhi-110034

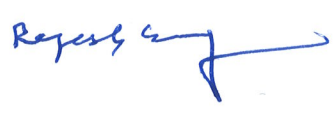
Attention : Mr. Anubhav Gupta

E-mail : anubhav@aplapollo.com

11.2.2 Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served, in 5 (five) days in the case of service by delivery in person or by post, and 1 (one) days in the case of service by e-mail, provided that such notice, demand, or communication shall also be dispatched by post within 1 (one) days of transmission of such notice, demand, or communication by e-mail.

11.3 Waiver, Delays or Omissions

Any provision of this Agreement may be waived if, but only if, such waiver is in writing and is signed by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

any right or remedy provided by Applicable Law or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any prior, concurrent or subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

11.4 Severability

11.4.1 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Applicable Law, then (a) such provision or part thereof shall be fully severable; and (b) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from to the extent permissible under Applicable Law.

11.4.2 Without prejudice to the foregoing, the Parties hereto shall mutually agree to alternate legally valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision or part thereof as may be possible under Applicable Law.

11.5 Governing Law and Jurisdiction

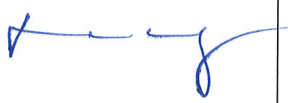
11.5.1 This Agreement shall be governed by and construed in accordance with the laws of India.

11.5.2 Subject to Clause 11.6 (*Dispute Resolution*) below, the courts at Delhi, India shall have exclusive jurisdiction on the matters arising from or in connection with this Agreement, without regard to the principles of conflicts of laws.

11.6 Dispute Resolution

11.6.1 If any dispute, controversy or claim of whatever nature arises under, out of or in connection with this Agreement or any other document as contemplated herein, including any question regarding its existence, validity or termination arising out of or in connection with this Agreement, the same shall be referred to arbitration to be in accordance with the rules of the Delhi International Arbitration Centre ("DIAC") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The dispute shall be referred to a sole arbitrator, who will be jointly appointed by the disputing Parties. In the event the disputing parties are unable to agree on appointment of the sole arbitrator, such sole arbitrator shall be appointed by DIAC. The seat and the place of the arbitration shall be Delhi.

11.6.2 The language of the arbitration shall be English.

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
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11.6.3 The award rendered shall be in writing and shall set out the reasons for the arbitral tribunal's decision and shall be final and binding on the Parties. The award shall allocate or apportion the costs of the arbitration as the arbitral tribunal deems fair.

11.6.4 During the period of submission of arbitration and thereafter until the grant of the award, the Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final determination in such award.

11.6.5 The Parties agree that the arbitration award shall be final and binding on the Parties. Judgment upon the arbitration award may be rendered in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

11.7 Amendments

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

11.8 Remedies

No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy under the Agreement arising out of or otherwise in respect of the matters set forth under this Agreement. The provisions of this Clause 11.8 will not prevent or limit a cause of action for specific performance, rescission or injunction in respect of breaches by the Promoter and/or the Company.

11.9 Termination

The Investor shall have the right to terminate this Agreement, if the Merger does not take place on or before March 31, 2024, or such other date that the Investor may agree to in writing. Upon the termination of this Agreement for the aforementioned reason, the Company shall promptly buyback the Subscription Shares from the Investor at a valuation, such that the consideration paid by the Company for the purpose of buying back the Subscription Shares is not less than the Subscription Consideration.

11.10 Confidentiality

The Parties agree that no public announcement of this Agreement, and the transactions undertaken hereunder, shall be disclosed by any of the Parties, without the prior written consent of all the other Parties. Where disclosure is required pursuant to any applicable law, the disclosing Party shall consult

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

with the other Parties, reasonably prior to the date when such disclosure is required to be made by the concerned Party.

Provided further, the Investor shall ensure that financial or operation information, disclosed to the Investor, or to its employees, or to its consultants, prior to the Execution Date, or between the Execution Date and the Closing Date, shall not be disclosed to any third party, without the prior written consent of the Director Shareholders.

11.11 Further Actions

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

11.12 Entire Agreement

This Agreement together with all the Schedules and Annexures hereto forms a single agreement among the Parties hereto. The Agreement constitute the entire understanding among the Parties with regard to the subject matter hereof and thereof and supersede any other agreement among the Parties relating to the subject matter hereof and thereof.

11.13 Expenses

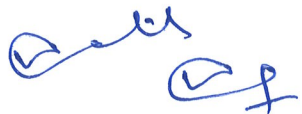
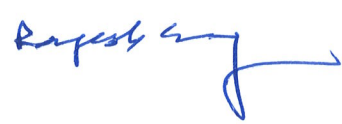
Upon the occurrence of the Closing, the Company shall bear the fees and expenses incurred by the Investor in relation to the transactions contemplated in this Agreement, including expenses relating to fees of counsel, auditors and other advisors.

11.14 Specific Performance

This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at Applicable Law in respect of such breach will be inadequate and that such non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.

11.15 Relationship among Parties

Except as specified in this Agreement, the Parties are independent contractors. Nothing in this Agreement or in any document referred to in it shall constitute any of the Parties a partner or agent of the other, nor shall the execution or Closing and implementation of this Agreement confer on any

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

Party any power to bind or impose any obligation on any other Party or to pledge the credit of any other Party.

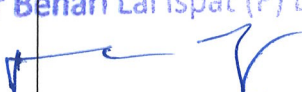
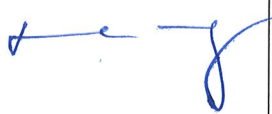
11.16 Stamp Duty

The Company shall bear the stamp duty as applicable in terms of Applicable Law on this Agreement, and the transaction contemplated hereunder.

11.17 Counterparts

This Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument.

[FOLLOWING THIS PAGE IS THE EXECUTION PAGE]

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
 			

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT
TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED
REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN**

Signed and delivered for and on behalf of

BEHARI LAL ISPAT PRIVATE LIMITED

For Behari Lal Ispat (P) Ltd.

By:

Title:


Director

Dinesh Garg
DIN: 00215117

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT
TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED
REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN**

Signed and delivered for and on behalf of

HOMEDGE INFRACON PRIVATE LIMITED

For Homedge Infracon Pvt. Ltd.


Auth. Signatory/Director

By: **Rahul Gupta**
DIN: 07151792
Title:

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT
TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED
REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN**

Signed and delivered for and on behalf of

ANUBHAV GUPTA INVESTMENTS



By:

Anubhav Gupta

Title:

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT
TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED
REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN**



Name: Mr. Dinesh Garg

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT
TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED
REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN**

Name: Mr. Parkash Chand Garg



**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT
TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED
REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN**

A handwritten signature in blue ink, appearing to be 'Lovlish Garg', written in a cursive style.

Name: Mr. Lovlish Garg

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT
TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED
REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN**

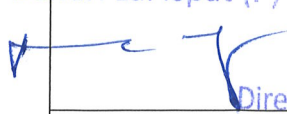
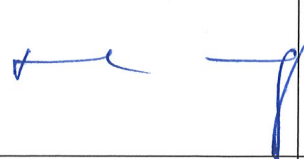
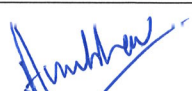
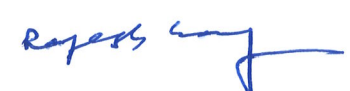


Name: Mr. Rajesh Garg

SCHEDULE I
SHAREHOLDING PATTERN

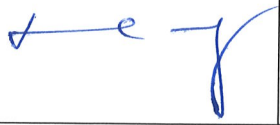
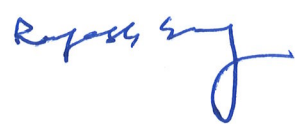
PART A – SHAREHOLDING PATTERN OF THE COMPANY ON THE EXECUTION DATE

NO	NAME OF SHAREHOLDER	NUMBER OF EQUITY SHARES	SHAREHOLDING PERCENTAGE (Approximate)
1.	Dinesh Garg	337300	8.43
2.	Lovlish Garg	396200	9.91
3.	Parkash Chand Garg	282323	7.05
4.	Parkash Chand Garg (HUF)	311380	7.78
5.	Rajesh Garg	384720	9.62
6.	Anju Garg	380196	9.50
7.	Yogita Garg	398200	9.96
8.	Bhuvnesh Garg	163600	4.09
9.	Kanav Garg	370800	9.27
10.	Bhanu Garg	258198	6.45
11.	Rajesh Garg HUF	196999	4.92
12.	Lovlish Garg HUF	25000	0.63
13.	Dinesh Garg HUF	397200	9.93
14.	Anil Kumar Gupta	1	0.00
15.	Anil Kumar Gupta (HUF)	1	0.00

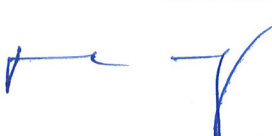
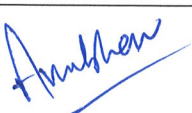
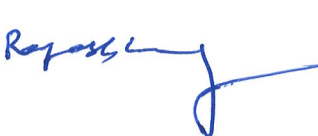
Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

NO	NAME OF SHAREHOLDER	NUMBER OF EQUITY SHARES	SHAREHOLDING PERCENTAGE (Approximate)
16.	Alpana Gupta	1	0.00
17.	Stertam Gupta	1	0.00
18.	Kiran Garg (HUF)	19000	0.48
19.	Ridhisha Garg	200	0.00
20.	Pratibha Goyal	77776	1.95
21.	Sandeep Goyal	299	0.00
22.	Aakarsh Goyal	1	0.00
23.	Atul Kumar Goel	1	0.00
24.	Shalini Goel	1	0.00
25.	Sandeep Goyal (HUF)	1	0.00
26.	Aakansha Garg	599	0.01
27.	Sheena Goyal	1	0.00
28.	Keshwanand Goyal and Sons (HUF)	1	0.00
	Total	40,00,000	100.00%

PART B – SHAREHOLDING PATTERN OF THE COMPANY ON THE CLOSING DATE

Behari Lal Ispat Private Limited For Behari Lal Ispat (P) Ltd.	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
 Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

NO	NAME OF SHAREHOLDER	NUMBER OF EQUITY SHARES	SHAREHOLDING PERCENTAGE (Approximate)
1.	Dinesh Garg	337300	6.94%
2.	Lovlish Garg	396200	8.15%
3.	Parkash Chand Garg	282323	5.81%
4.	Parkash Chand Garg (HUF)	311380	6.41%
5.	Rajesh Garg	384720	7.92%
6.	Anju Garg	380196	7.82%
7.	Yogita Garg	398200	8.20%
8.	Bhuvnesh Garg	163600	3.37%
9.	Kanav Garg	370800	7.63%
10.	Bhanu Garg	258198	5.31%
11.	Rajesh Garg HUF	196999	4.05%
12.	Lovlish Garg HUF	25000	0.51%
13.	Dinesh Garg HUF	397200	8.17%
14.	Anil Kumar Gupta	1	0.00%
15.	Anil Kumar Gupta (HUF)	1	0.00%
16.	Alpana Gupta	1	0.00%
17.	Stertam Gupta	1	0.00%
18.	Kiran Garg (HUF)	19000	0.39%
19.	Ridhisha Garg	200	0.00%

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat Pvt. Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

NO	NAME OF SHAREHOLDER	NUMBER OF EQUITY SHARES	SHAREHOLDING PERCENTAGE (Approximate)
20.	Pratibha Goyal	77776	1.61%
21.	Sandeep Goyal	299	0.00%
22.	Aakarsh Goyal	1	0.00%
23.	Atul Kumar Goel	1	0.00%
24.	Shalini Goel	1	0.00%
25.	Sandeep Goyal (HUF)	1	0.00%
26.	Aakansha Garg	599	0.01%
27.	Sheena Goyal	1	0.00%
28.	Keshwanand Goyal and Sons (HUF)	1	0.00%
29.	Homedge Infracon Private Limited	7,80,787	16.07%
30.	Anubhav Gupta Investments	78,078	1.61%
	Total	48,58,865	100.00%

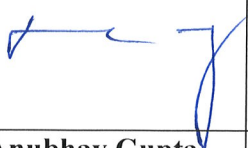
Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat Pvt. Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

SCHEDULE II
LIST OF REMAINING SHAREHOLDERS

NO	NAME OF REMAINING SHAREHOLDER
1.	Parkash Chand Garg (HUF)
2.	Rajesh Garg
3.	Anju Garg
4.	Yogita Garg
5.	Bhuvnesh Garg
6.	Kanav Garg
7.	Bhanu Garg
8.	Rajesh Garg HUF
9.	Lovlish Garg Huf
10.	Dinesh Garg HUF
11.	Anil Kumar Gupta
12.	Anil Kumar Gupta (HUF)
13.	Alpana Gupta
14.	Stertam Gupta
15.	Kiran Garg (HUF)
16.	Ridhisha Garg
17.	Pratibha Goyal

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			

NO	NAME OF REMAINING SHAREHOLDER
18.	Sandeep Goyal
19.	Aakarsh Goyal
20.	Atul Kumar Goel
21.	Shalini Goel
22.	Sandeep Goyal (HUF)
23.	Aakansha Garg
24.	Sheena Goyal
25.	Keshwanand Goyal and Sons (HUF)

Behari Lal Ispat Private Limited	Dinesh Garg	Prakash Chand Garg	Lovlish Garg
For Behari Lal Ispat (P) Ltd.  Director			
Homedge Infracon Private Limited	Anubhav Gupta Investments	Rajesh Garg, on behalf of Remaining Shareholders	
			