भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ DX 274040

अनु.क्र. 79625 दि. 16/06/25 मु.रक्कम 500/-

दस्ताचा प्रकार Agreement

दस्त नोंदणी करणार आहेत का ? होय / नाही

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव Behari Lal Engineering Ltd

पत्ता Gobindgarh Punjab - 147301

दुसऱ्या पक्षकाराचे नांव SG Tech Engineering pvt. Ltd & ors

हस्ते व्यक्तीचे नांव व पत्ता Nitin Pune-15

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

मुद्रांक विकत घेणाऱ्याची सही

USHA ANDHARE (Stamp Vendor)
Licence No. 2201092
Vishrantwadi Chowk, Pune-15

वरिष्ठ कोषागार अधिकारी पुणे

0 9 JUN 2025

प्रथम मुद्रांक लिपीक कोषागार पुणे कार्यालय

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE TERMINATION AGREEMENT TO THE SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT DATED JULY 01,2025 ENTERED INTO BY AND AMONG BEHARI LAL ENGINEERING LIMITED ("COMPANY"), DINESH GARG, PRAKASH CHAND GARG, LOVLISH GARG, SG TECH ENGINEERING PRIVATE LIMITED (FORMERLY KNOWN AS HOMEDGE INFRACON PRIVATE LIMITED), ANUBHAV GUPTA INVESTMENTS AND OTHER SHAREHOLDERS OF THE COMPANY

For BEHARI LAL ENGINEERING LIMITED

Authorised Signatory

For SG Tech Engineering Private Limited

Auth. Signatory/Director

For ANUBHAV GUPTA INVESTMENTS

Partner

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ DX 274041

अनु.क्र. 79626 दि. 16/06/25 मु.रक्कम 500/-

दस्ताचा प्रकार Agreement

दस्त नोंदणी करणार आहेत का ? होय / नाही

मिळकतीचे वर्णन ——

मुद्रांक विकत घेणाऱ्याचे नांव Behari lal Engineering Ltd

पत्ता Gobindgarh Punjab - 147301

दुसऱ्या पक्षकाराचे नांव SG Tech Engineering Ltd & ors

हस्ते व्यक्तीचे नांव व पत्ता Nitin pune-15

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

मुद्रांक विकत घेणाऱ्याची सही

USHA ANDHARE (Stamp Vendor)
Licence No. 2201092
Vishrantwadi Chowk, Pune-15

वरिष्ठ कोषागार अधिकारी पुणे

09 JUN 2025

प्रथम मुद्रांक लिपीक
कोषागार पुणे कारिता

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE TERMINATION AGREEMENT TO THE SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT DATED JULY 01,2025 ENTERED INTO BY AND AMONG BEHARI LAL ENGINEERING LIMITED ("COMPANY"), DINESH GARG, PRAKASH CHAND GARG, LOVLISH GARG, SG TECH ENGINEERING PRIVATE LIMITED (FORMERLY KNOWN AS HOMEDGE INFRACON PRIVATE LIMITED), ANUBHAV GUPTA INVESTMENTS AND OTHER SHAREHOLDERS OF THE COMPANY

For BEHARI LAL ENGINEERING LIMITED

Authorised Signatory

For SG Tech Engineering Private Limited

Auth. Signatory/Director

For ANUBHAV GUPTA INVESTMENTS

Partner

TERMINATION AGREEMENT TO THE SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT

DATED JULY 01,2025

AMONGST

BEHARI LAL ENGINEERING LIMITED

AND

DINESH GARG

AND

PRAKASH CHAND GARG

AND

LOVLISH GARG

AND

SG TECH ENGINEERING PRIVATE LIMITED (FORMERLY KNOWN AS HOMEDGE INFRACON PRIVATE LIMITED)

AND

ANUBHAV GUPTA INVESTMENTS

AND

OTHER SHAREHOLDERS OF THE COMPANY AS SET OUT IN SCHEDULE II

For BEHARI LAL ENGINEERING LIMITED

Authorised Signatory

For SG Tech Engineering Private Limited

Auth. Signatory/Director

For ANUBHAV

Partn

TERMINATION AGREEMENT TO THE SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT

This Termination Agreement to the Share Subscription and Shareholders' Agreement (*as defined hereinafter*) is made on July 01,2025 (**Execution Date**), by and between (**Termination Agreement**):

BEHARI LAL ENGINEERING LIMITED *(Formerly known as Behari Lal Ispat Private Limited)***,** a company established under the Companies Act, 1956, with corporate identification number U27109PB1995PLC016490, 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); of the **FIRST PART**;

AND

DINESH GARG, an Indian citizen, with permanent account number ABLPG8854E residing at House No. 147, 5-C, Goyal Colony, Gobindgarh(R), Fatehgarh, Sahib, Punjab – 147 301 (hereinafter referred to as the "**Shareholder 1**", which expression shall include his legal heirs, representatives, executors, administrators and permitted assigns) of the **SECOND PART**;

AND

PRAKASH CHAND GARG, an Indian citizen, with permanent account number ABLPG8855F residing at House No. 147, 5-C, Goyal Colony, Gobindgarh(R), Mandi Gaobindgarh, Fatehgarh, Sahib, Punjab – 147 301 (hereinafter referred to as the "**Shareholder 2**", which expression shall include his legal heirs, representatives, executors, administrators and permitted assigns); of the **THIRD PART**;

AND

LOVLISH GARG, an Indian citizen, with permanent account number AMCPGS5828N residing at D-11 Ashoka Niketan, Vikas Marg Extn. Delhi, Laxmi Nagar (East Delhi), Delhi – 110 092 (hereinafter referred to as the "**Shareholder 3**", which expression shall include his legal heirs, representatives, executors, administrators and permitted assigns); of the **FOURTH PART**;

AND

Individuals having shareholding in the Company, details of which are specified in Schedule 2 to this Agreement, (hereinafter referred to as the "**Other Shareholders of the Company**" or "**Other Shareholders**", which expression shall include his legal heirs, representatives, executors, administrators and permitted assigns); of the **FIFTH PART**;

AND

SG TECH ENGINEERING PRIVATE LIMITED (FORMERLY KNOWN AS 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); of the **SIXTH PART;**

AND

For BEHARI LAL ENGINEERING LIMITED

Authorised Signatory

For SG Tech Engineering Private Limited

Auth. Signatory/Director

For ANUBHAV GUPTA INVESTMENTS

ANUBHAV GUPTA INVESTMENTS, a partnership firm incorporated and existing under the Indian Partnership Act, 1932, with permanent account number ACEFA4318F, 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); of the **SEVENTH PART.**

Shareholder 1, Shareholder 2 and Shareholder 3 are collectively referred to as the "Director Shareholders. Director Shareholders and the Other Shareholders are collectively referred to as the "Shareholders". Investor 1 and Investor 2 are collectively referred to as the "Investors".

The Company, the Investors and the Shareholders are hereinafter individually referred to as a "Party" and collectively as the "Parties."

WHEREAS:

1. The Parties entered into a Share Subscription and Shareholders' Agreement dated January 16, 2024 pursuant to which the Investors have subscribed to 858,865 fully paid-up Equity Shares of the Company (**Share Subscription and Shareholders' Agreement**). The shareholding pattern of the Company as on the Execution Date on a fully diluted basis is as set out in **Schedule 1** below.

2. The Company is considering, subject to requisite approvals, market conditions and certain other considerations, undertaking the IPO. To facilitate the IPO, and as required under applicable law, it has been agreed that the Parties shall terminate the Share Subscription and Shareholders' Agreement on the terms set out in this Termination Agreement.

3. Therefore, the Parties are entering into this Termination Agreement with the objective of terminating all the provisions of the Share Subscription and Shareholders' Agreement upon the terms, and subject to the conditions, set out in this Termination Agreement.

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

1. DEFINITION AND INTERPRETATION

1.1 Capitalized terms and other words and expressions used in this Termination Agreement but not expressly defined herein shall bear the meanings assigned to them in the Share Subscription and Shareholders' Agreement. Unless otherwise specified, references to recitals, clauses, paragraphs, and sections shall mean references to recitals, clauses, paragraphs, sections of the Share Subscription and Shareholders' Agreement.

1.2 **IPO** means an initial public offering of the equity shares of the Company having a face value of INR 10/- each (**Equity Shares**) and a proposed listing of the Equity Shares on the BSE Limited and the National Stock Exchange of India Limited (collectively referred to as the **Stock Exchanges**), in compliance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018 (as amended from time to time) and any other applicable laws. The IPO may comprise of fresh issue of Equity Shares by the Company and an offer for sale of Equity Shares by certain existing shareholders of the Company.

For BEHARI LAL ENGINEERING LIMITED
Authorised Signatory

For SG Tech Engineering Private Limited
Auth. Signatory/Director

For ANUBHAV GUPTA INVESTMENTS

1.3 **IPO Long Stop Date** means the earlier of (i) 30 June 2026; (ii) expiry of 12 months from the receipt of the SEBI final observations pursuant to the filing of the draft red herring prospectus with SEBI in relation to the IPO, or (iii) such later date as may be mutually agreed in writing by the Parties.

2. TERMINATION

2.1 The Parties agree that the Share Subscription and Shareholders' Agreement shall be terminated and will be of no further force or effect from the Execution Date (*as defined hereinabove*) except the Clause 9 (*Indemnity*) of the Share Subscription and Shareholders' Agreement.

2.2 Notwithstanding anything mentioned in this Termination Agreement, this Termination Agreement shall stand automatically terminated and the provisions of the Share Subscription and Shareholders' Agreement shall be reinstated without any further action or deed required on the part of any Party, upon the earlier of the following dates:

a. The IPO Long Stop Date;

b. The date on which the Board decides to withdraw, or not to undertake IPO; or

c. The date as mutually agreed by the Parties in writing.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warrants (except as specified otherwise hereinbelow), severally and not jointly, and with respect to itself, tothe other Parties hereto that:

a. It is duly incorporated and validly existing under the laws of its jurisdiction of incorporation (applicable to the Company only);

b. It/he/she has all requisite power and authority to enter into this Termination Agreement and to consummate the transactions contemplated by this Termination Agreement;

c. It/he/she has duly executed and delivered this Termination Agreement, and this Termination Agreement constitutes a valid and binding obligation enforceable against such Party in accordance with its terms;

d. It/he/she has obtained all necessary and required licenses, consents and permits to perform its respective obligations under this Termination Agreement; and

e. The execution and delivery of this Termination Agreement, and the performance of the obligations under this Termination Agreement will not violate or conflict with, or exceed any limit imposed by:

i. Any applicable law or regulation to which the Party are subject;

ii. Any other agreement, instrument or undertaking binding upon the Party;

For BEHARI LAL ENGINEERING LIMITED

Authorised Signatory

For SG Tech Engineering Private Limited

Auth. Signatory/Director

For ANUBHAV GUPTA INVESTMENTS

Partner

iii. The memorandum of association and articles of association or the relevant constitutional document(s) of the Party (applicable to the Company only); or

iv. Any order, decree, judgement of any court, regulator authority applicable Party's property or assets.

4. MISCELLANEOUS

4.1 Entire Agreement: This Termination Agreement, which includes the recitals above, contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior understandings and writings.

4.2 Amendment: This Termination Agreement shall not be amended, modified, altered or suspended except in writing executed by all Parties to this Termination Agreement.

4.3 Counterparts: This Termination Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (.pdf) shall be as effective as signing and delivering the counterpart in person.

4.4 Arbitration and Jurisdiction: The provisions of Clause 11.5 (*Governing Law and Jurisdiction*) and Clause – 11.6 (*Dispute Resolution*) of the Share Subscription and Shareholders' Agreement shall apply *mutatis mutandis* to this Termination Agreement.

4.5 Severability: The provision of Clause 11.4 (*Severability*) shall apply *mutatis mutandis* to this Termination Agreement.

For BEHARI LAL ENGINEERING LIMITED

Authorised Signatory

For SG Tech Engineering Private Limited

Auth. Signatory/Director

For ANUBHA GUPTA INVESTMENTS

Partner

SCHEDULE 1

SHAREHOLDING PATTERN OF THE COMPANY ON THE EXECUTION DATE

Particulars	Number of Equity Shares	Shareholding (%)
Promoters	1,63,11,145	41.8
Promoters Family	1,82,42,340	46.7
Institutional /Corporate Shareholders	42,94,325	11
UHNI/HNI/Trusts Investors	-	-
Employees/ Ex-Employees/ ESOPs	**191515**	.5
Others	-	-
TOTAL	**39039325**	**100**

For BEHARI LAL ENGINEERING LIMITED

Authorised Signatory

For SG Tech Engineering Private Limited

Auth. Signatory/Director

For ANUBHAV GUPTA INVESTMENTS

Partner

SCHEDULE 2

LIST OF OTHER SHAREHOLDERS

Name of shareholder
RAJESH GARG
KANAV GARG
YOGITA GARG
ANJU GARG
BHUVNESH GARG
AAKARSH GOYAL
PRATIBHA GOYAL
LOVLISH GARG HUF
DINESH KUMAR GARG HUF
RAJESH KUMAR GARG HUF
RIDHISHA ACHAL BANSAL

For BEHARI LAL ENGINEERING LIMITED

Authorised Signatory

For SG Tech Engineering Private Limited

Auth. Signatory/Director

For ANUBHAV GUPTA INVESTMENTS

Partner

IN WITNESS WHEREOF the Parties hereto have executed these presents the day and year first hereinabove mentioned.

This signature page forms an integral part of the Termination Agreement entered into between Behari Lal Engineering Limited, Dinesh Garg, Prakash Chand Garg, Lovlish Garg, Rajesh Garg (on behalf of the Other Shareholders of the Company), SG Tech Engineering Private Limited (formerly known as Homedge Infracon Private Limited), and Anubhav Gupta Investments.

For and on behalf of **Behari Lal Engineering Limited**

For BEHARI LAL ENGINEERING LIMITED

____

Name: Authorised Signatory

Designation:

Behari Lal Engineering Limited

Authorised Signatory

Rajesh

This signature page forms an integral part of the Termination Agreement entered into between Behari Lal Engineering Limited, Dinesh Garg, Prakash Chand Garg, Lovlish Garg, Rajesh Garg (on behalf of the Other Shareholders of the Company), SG Tech Engineering Private Limited (formerly known as Homedge Infracon Private Limited), and Anubhav Gupta Investments.

Dinesh Garg

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____

Prakash Chand Garg

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Lovlish Garg

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Rajesh Garg

____

Rajesh Garg (on behalf of the Other Shareholders of the Company)

This signature page forms an integral part of the Termination Agreement entered into between Behari Lal Engineering Limited, Dinesh Garg, Prakash Chand Garg, Lovlish Garg, Rajesh Garg (on behalf of the Other Shareholders of the Company), SG Tech Engineering Private Limited (formerly known as Homedge Infracon Private Limited), and Anubhav Gupta Investments.

For and on behalf of **SG Tech Engineering Private Limited (Formerly known as Homedge Infracon Private Limited)**

For SG Tech Engineering Private Limited

Auth. Signatory/Director

Name:
Designation:

This signature page forms an integral part of the Termination Agreement entered into between Behari Lal Engineering Limited, Dinesh Garg, Prakash Chand Garg, Lovlish Garg, Rajesh Garg (on behalf of the Other Shareholders of the Company), SG Tech Engineering Private Limited (formerly known as Homedge Infracon Private Limited), and Anubhav Gupta Investments.

For ANUBHAV GUPTA INVESTMENTS

Partner

Anubhav Gupta Investments