



POEL POCL ENTERPRISES LIMITED

April 09, 2026

To,
The General Manager
The Corporate Relationship Department,
BSE Limited,
1st Floor, P.J.Towers, Dalal Street,
Mumbai – 400 001.

Dear Sir/ Ma'am,

Sub: Response to the Query raised by Bombay Stock Exchange (BSE) dated 02.04.2026

Reference: Case ID: 262462 – Application under Regulation 37 of the SEBI (LODR) Regulations, 2015 seeking No Objection Certificate for the proposed Scheme of Amalgamation of Planetfirst Green Private Limited (“Transferor Company”) with and into POCL Enterprises Limited (“Transferee Company”).

With reference to the above cited subject matter, we, POCL Enterprises Limited, hereby submit the responses towards the queries received from Bombay Stock Exchange on 02.04.2026.

BSE Query 1 - It has been observed that the projections for ‘PAT’ provided under the Income Approach (for PGPL) have been found to be inconsistent i.e. an irregular pattern of significant increase and decrease in projections. (i.e. (-50.95) for year 2022-23, (-422.57) for 2023-24, (-853.56) for 2024-25, (-301.93) for Dec 31, 2025, thereafter, 543.13 for FY 25-26, 1038 for FY 2026-27, 1000.69 for FY 2027-28, 1100.50 for FY 2028-29, 1274.58 for FY 2029-30, 1526.96 for FY 2030-31. Please provide detailed basis and rationale for such projected growth.

Reply – With reference to the above query on the projected PAT under the Income Approach for Planetfirst Green Private Limited (PGPL), the detailed basis and rationale for the projections by PGPL are provided in **Annexure – A** enclosed herewith.

BSE Query 2 - Confirmation about past defaults to be submitted separately for transferor and transferee company on its respective letterheads.

Reply – The confirmation about past defaults submitted by Planetfirst Green Private Limited (“Transferor Company”) is enclosed as **Annexure – B** and by POCL Enterprises Limited (“Transferee Company”) is enclosed as **Annexure – C**.

For POCL ENTERPRISES LTD.


Authorised Signatory

Willington Crescent, 1st Floor, No. 6/2, Pycrofts Garden Road, Nungambakkam, Chennai - 600 006.

Phone : +91 -44 4914 5454, E-mail : info@poel.in Website : www.poel.in

CIN : L52599TN1988PLC015731

AN ISO CERTIFIED COMPANY



POEL POCL ENTERPRISES LIMITED

BSE Query 3 - Kindly submit the Shareholding Pattern (SHP) of the listed company on a fully diluted basis.

Reply – The pre and post scheme Shareholding Pattern (both with PAN & without PAN data) of the listed company (POCL Enterprises Limited) on a fully diluted basis is enclosed as **Annexure -D**.

BSE Query 4 - It is noted that the Transferor Company has only public shareholders. In this regard, kindly confirm whether the Company is in compliance with the definition of a “private company” under the provisions of the Companies Act, 2013. Further, kindly confirm the person(s) or authority currently responsible for the management and control of the Company. Additionally, kindly explain the rationale for not classifying such person(s) or authority under the “Promoter” category, along with relevant justification and supporting details.

Reply – The respect to the above query, the response of Planetfirst Green Private Limited (PGPL) is enclosed as **Annexure - E** to this letter. Kindly take the same on records.

BSE Query 5 - Kindly submit Warrant holding Shareholding Pattern (SHP) of the listed company.

Reply – The pre and post scheme Warrant holding Shareholding Pattern (both with PAN & Without PAN data) of the listed company (POCL Enterprises Limited) is enclosed as **Annexure - F**.

BSE Query 6 - It is noted that the net worth of the Transferor Company is negative; however, the same has been added to the net worth of the Transferee Company pursuant to the Scheme. In this regard, kindly explain the rationale for such treatment.

Reply – With reference to the above query, we would like to submit that the increase in net worth of the Transferee Company post-amalgamation is not directly linked to the net worth of the Transferor Company.

Upon the Scheme becoming effective, the assets and liabilities of the Transferor Company shall be recorded in the books of the Transferee Company. The difference between the value of assets and liabilities, after considering for purchase consideration, is adjusted as goodwill in accordance with the Scheme.

The consideration under the Scheme is discharged by issuance of shares, including securities premium, which results in an increase in the net worth of the Transferee Company. The negative net worth of the Transferor Company does not imply a corresponding reduction in the net worth of the Transferee Company.

Thus, effectively, the negative net worth of the Transferor Company is adjusted through goodwill rather than being reduced from equity. Accordingly, the issuance of share capital leads to an overall increase in net worth of the Transferee Company.

For POCL ENTERPRISES LTD.


Authorised Signatory

Willington Crescent, 1st Floor, No. 6/2, Pycrofts Garden Road, Nungambakkam, Chennai - 600 006.

Phone : +91 -44 4914 5454, E-mail : info@poel.in Website : www.poel.in

CIN : L52599TN1988PLC015731

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Further, as per Clause 17 of the Scheme, the amalgamation is accounted for in accordance with **Ind AS 103 (Business Combinations)**, and the resulting adjustments, including recognition of goodwill, needs to be line with the said standard and the terms of the Scheme.

Kindly take the above responses on records.

For POCL Enterprises Limited



Aashish Kumar K Jain
Company Secretary & Finance Head
Membership No. F9954

8th April, 2026

ANNEXURE - A

To,
The General Manager
The Corporate Relationship Department,
BSE Limited, 1st Floor, P.J.Towers, Dalal Street,
Mumbai – 400 001.

Dear Sir/ Ma'am,

Sub: Response to the Query raised by Bombay Stock Exchange (BSE) dated 02.04.2026

Reference: Case ID: 262462 – Application under Regulation 37 of the SEBI (LODR) Regulations, 2015 seeking No Objection Certificate for the proposed Scheme of Amalgamation of Planetfirst Green Private Limited (“Transferor Company”) with and into POCL Enterprises Limited (“Transferee Company”).

With reference to the above cited subject matter, we, Planetfirst Green Private (the “Transferor Company”) hereby submit as follows-

BSE Query 1 - It has been observed that the projections for ‘PAT’ provided under the ‘Income Approach (for PGPL) have been found to be inconsistent i.e. an irregular pattern of significant increase and decrease in projections. (i.e. (-50.95) for year 2022-23, (-422.57) for 2023-24, (-853.56) for 2024-25, (-301.93) for Dec 31, 2025, thereafter, 543.13 for FY 25-26, 1038 for FY 2026-27, 1000.69 for FY 2027-28, 1100.50 for FY 2028-29, 1274.58 for FY 2029-30, 1526.96 for FY 2030-31.

With reference to the above query, we would like to submit that, the observed inconsistency in projected Profit After Tax (PAT) under the Income Approach for Planetfirst Green Private Limited (“Company” or “PGPL”) is primarily due to the below reasons:

FY 2022-23:

FY 2022-23 was the first year since incorporation of the company. During this period, the company was primarily engaged in setting up its operations, including acquisition and installation of plant and machinery. There was no turnover during the year, as commercial production had not commenced. However, fixed administrative, employee, and other operational costs were incurred, resulting in a loss.

CHANDRASE
KARAN



Registered Office Address : Willingdon Crescent 1st Floor, No. 6/2, Pycrofts Garden Road,
Nungambakkam, Chennai - 600 006.

Unit Address : Survey No. 7101 to 7111, 7133, 7134, 7137 to 7142, 7176 to 7179, 7190 to 7195, 7183 to 7185
Village - Tarsadi, Taluka - Mangrol, Kosamba, Surat, Gujarat - 394120

CIN NO : U24203TN2022PTC185571

email : accounts@planetfirstgreen.com Ph.: +91 44 4914 5454

FY 2023–24 and FY 2024–25:

In FY 2023–24 and FY 2024–25, the company recorded turnover of Rs. 30.97 crore and Rs. 79.44 crore, respectively. The levels of turnover recorded in these two years are significantly inadequate for the business to operate at optimal efficiency or at any profits at all.

The losses during these years were primarily driven by low turnover levels, sub-optimal capacity utilisation due to insufficient turnover and lower sales realization relative to cost structures. Further detailed reasons for the losses in these years are elaborated in the Audit Committee Report/ Independent Directors Report. The performance during these years' highlights that achieving adequate turnover is essential for absorbing fixed costs and improving margins in this industry.

FY 2025–26 onwards and Industry Characteristics:

The industry in which PGPL operates is inherently volume-driven, where achieving higher turnover is fundamental to profitability. Operating margins in the industry are generally in the range of 5%–6%, with PAT margins typically in the range of 3%–4%.

In FY 2025–26, the company has already achieved a turnover of Rs. 240 Crore approx., representing an increase of over 300% compared to the turnover in FY 2024–25. This substantial increase in turnover demonstrates the company's ability to scale operations and increase its sales and production volumes. The higher turnover has resulted in significantly improved capacity utilisation, which is enabling better yields, improved cost absorption, and economies of scale. During FY 2025–26, the Company has already achieved the break-even point and has moved into profits. Being the first year in which operations were scaled up significantly, the projected PAT margin has been conservatively estimated at a low level.

Going forward, the projected turnover reflects a steady and achievable growth trajectory, with an year-on-year growth of approximately 20% over the next five years (Rs. 345.82 crore to Rs. 680.60 crore). For PGPL, which primarily operates in the international market with over 90% of sales coming from exports, achieving projected sales volumes is not a constraint. The company's proven ability to secure export orders demonstrates that the projected turnover growth is realistic and achievable, and supports the conservative PAT assumptions in the financial projections. This consistent increase in turnover is expected to further stabilize operations and improve profitability.

The corresponding PAT projections are based on conservative margin assumptions in the range of 2% to 2.5%, which have been kept slightly below industry norms only, thereby reflecting a prudent approach.

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CIN NO : U24203TN2022PTC185571

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Accordingly, the projections are based on a reasonable assumption of gradual and consistent growth in turnover, supported by operational efficiencies and conservative profitability margins, and therefore do not indicate inconsistency but rather a logical progression of the business.

Kindly take the above on records.

For Planetfirst Green Private Limited

**CHANDRA
SEKARAN**

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ou=Planetfirst Green Pvt. Ltd., email=chandrased@planetfirstgreen.com,
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Chandrasekaran
Whole-time director: DIN: 05107821

**Registered Office Address : Willingdon Crescent 1st Floor, No. 6/2, Pycrofts Garden Road,
Nungambakkam, Chennai - 600 006.**

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Village - Tarsadi, Taluka - Mangrol, Kosamba, Surat, Gujarat - 394120**

CIN NO : U24203TN2022PTC185571

email : accounts@planetfirstgreen.com Ph.: +91 44 4914 5454

8th April, 2026

ANNEXURE - B

To,
The General Manager
The Corporate Relationship Department,
BSE Limited, 1st Floor, P.J.Towers, Dalal Street,
Mumbai – 400 001.

Dear Sir/ Ma'am,

Sub: Confirmation in relation to application under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 regarding the proposed Scheme of Amalgamation of Planetfirst Green Private Limited (“Transferor Company”) with and into POCL Enterprises Limited (“Transferee Company”).

CONFIRMATION FOR LISTED DEBT OBLIGATIONS AND PAST DEFAULTS

I, Chandrasekaran, Whole-time Director of Planetfirst Green Private Limited having CIN: U24203TN2022PTC185571, in connection with the proposed Scheme of Amalgamation, hereby declare and confirm that:

1. In relation to Planetfirst Green Private Limited (the “Transferor Company”), there are no listed debt obligations. Hence, declaration/details on any past defaults of listed debt obligations of the Transferor Company forming part of the Scheme, is not applicable.

For Planetfirst Green Private Limited

**CHANDRA
SEKARAN**

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street=NO.121 ,CAR
STREET ,PUDUCHERRY,th=ILASPET ,605009, I=PUDUCHERRY,
o=Person
serialNumber=0ff3d5e3c88519ceaf2ac4e3d4e0280a324731b
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c=IN, o=Dynym=75054323a9a1490192a6a9e485fcef54,
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975239949232402b7428,
email=KCS19562013@CMAL.COM, cn=CHANDRASEKARAN
Date: 2026.04.08 16:32:29 +09'30'

Chandrasekaran
Whole-time director
DIN: 05107821

**Registered Office Address : Willingdon Crescent 1st Floor, No. 6/2, Pycrofts Garden Road,
Nungambakkam, Chennai - 600 006.**

**Unit Address : Survey No. 7101 to 7111, 7133, 7134, 7137 to 7142, 7176 to 7179, 7190 to 7195, 7183 to 7185
Village - Tarsadi, Taluka - Mangrol, Kosamba, Surat, Gujarat - 394120**

CIN NO : U24203TN2022PTC185571

email : accounts@planetfirstgreen.com Ph.: +91 44 4914 5454

ANNEXURE - C

April 09, 2026

To,
The General Manager
The Corporate Relationship Department,
BSE Limited,
1st Floor, P.J.Towers, Dalal Street,
Mumbai – 400 001.

Scrip code: 539195

Dear Sir/ Ma'am,

Sub: Confirmation in relation to application under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 regarding the proposed Scheme of Amalgamation of Planetfirst Green Private Limited (“Transferor Company”) with and into POCL Enterprises Limited (“Transferee Company”).

CONFIRMATION FOR LISTED DEBT OBLIGATIONS AND PAST DEFAULTS

I, Aashish Kumar K Jain, Company Secretary and Finance Head of POCL Enterprises Limited having CIN: L52599TN1988PLC015731, in connection with the proposed Scheme of Amalgamation, hereby declare and confirm that:

1. In relation to POCL Enterprises Limited (the “Transferee Company”), there are no listed debt obligations. Hence, declaration/details on any past defaults of listed debt obligations of the Transferee Company forming part of the Scheme, is not applicable.

For POCL Enterprises Limited



Aashish Kumar K Jain
Company Secretary & Finance Head
Membership No. F9954

Annexure - 6

Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1. **Name of Listed Entity :** POCL Enterprises Limited
2. **Scrip Code / Name of Scrip / Class of Security -** 539195 / POEL / EQUITY (ISIN: INE035S01028) - **On fully diluted basis**
3. **Share Holding Pattern Filed under: Reg. 31(1)(b) - Pre Amalgamation (With PAN)**
 - a. If under 31(1)(a) then indicate the Listing Date
 - b. If under 31(1)(b) then indicate the report for Quarter ending - **December 31, 2025**
 - c. If under 31(1)(c) then indicate date of allotment/extinguishment
4. **Declaration:** The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes/No*	Promoter and Promoter Group	Public Shareholder	Non Promoter- Non Public
1. Whether the Listed Entity has issued any partly paid up shares?	No	No	No	No
2. Whether the Listed Entity has issued any Convertible Securities?	No	No	No	No
3. Whether the Listed Entity has issued any Warrants?	Yes	Yes	Yes	No
4. Whether Listed Entity has granted any ESOPs, which are outstanding?	No	No	No	No
5. Whether the Listed Entity has any shares against which depository receipts are issued?	No	No	No	No
6. Whether the Listed Entity has any shares in locked-in?	Yes	Yes	Yes	No
7. Whether any shares held by promoters are encumbered under "Pledged"?	No	No	No	No
8. Whether any shares held by promoters are encumbered under "Non-Disposal Undertaking"?	No	No	No	No
9. Whether any shares held by promoters are encumbered, other than by way of Pledge or NDU, if any?	No	No	No	No
10. Whether company has equity shares with differential voting rights?	No	No	No	No
11. Whether the listed entity has any significant beneficial owner?	No	No	No	No

5. The tabular format for disclosure of holding of specified securities is as follows:

S.No.	Category & Name of the Shareholders (I)	PAN (II)	Nos. of Shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)			No of shares underlying outstanding convertible securities (XA)	No of shares underlying outstanding warrants (XB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Total Shareholding, as a % assuming of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV+XV+X VI)		Number of equity shares held in dematerialized form (XVIII)	Sub-categorization of shares (XIX)						
									No of Voting Rights									Total as a % of Total Voting rights	No.(a)	As a % of total Shares held (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a)	As a % of total Shares held (b)	No.(a)	As a % of total Shares held (b)	No.(a)		As a % of total Shares held (b)	No.(a)	As a % of total Shares held (b)	Shareholding (No. of shares) under	Sub category (i)	Sub category (ii)	Sub category (iii)
									Class X	Class Y	Total																								
	Hindu Undivided Families	-	306	761,313	-	-	761,313	2.47	761,313	-	761,313	2.47	-	-	-	761,313	2.43	49,806	6.54	-	-	-	-	-	-	-	-	-	761,313	-	-	-			
	LLP	-	8	71,443	-	-	71,443	0.23	71,443	-	71,443	0.23	-	-	-	71,443	0.23	24,753	34.65	-	-	-	-	-	-	-	-	-	71,443	-	-	-			
	Sub-Total (B)(4)		13,239	18,340,415	-	-	18,340,415	59.60	18,340,415	-	18,340,415	59.60	-	463,770	-	463,770	18,804,185	60.02	2,497,849	13.62	-	-	-	-	-	-	-	-	18,265,070	-	-	-			
	Total Public Shareholding (B) = (B)(1)+(B)(2)+(B)(3)+(B)(4)		13,240	18,414,673	-	-	18,414,673	59.85	18,414,673	-	18,414,673	59.85	-	463,770	-	463,770	18,878,443	60.26	2,572,107	13.97	-	-	-	-	-	-	-	-	18,339,328	-	-	-			

Details of the shareholders acting as persons in Concert for public				
S.No.	Number of shareholders	Name of the PAC	Number of shares	Percentage of shareholding by PAC
-	-	-	-	-

Details of shares which remain unclaimed for Public				
S.No.	Number of shareholders	Outstanding shares held in demat or unclaimed suspense account	Voting rights which are frozen	Disclosure of notes on shares which remain unclaimed for public shareholders
1	2	4,535	4,535	-

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Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

S.No.	Category & Name of the Shareholders (I)	PAN (II)	Nos. of Shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = IV + V + VI	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+CZ) (VIII)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (XA)	No. of Shares Underlying Outstanding Warrants (XB)	No. of Shares Outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+CZ)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disclosure Undertaking (XV)		Other encumbrance s, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV)+XV+XVI		Number of equity shares held in dematerialized form (XVIII)	Sub-categorization of shares (XIX)						
									No.(a)	As a % of total Shares held (b)	No.(a) (Not applicable)							As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)		As a % of total Shares held (Not applicable) (b)	No. of equity shares held in dematerialized form (XVIII)	Shareholding (No. of shares)				
																															Class X	Class Y	Total	Total as a % of Total Voting rights	Sub category (i)
1	Custodian/ DR holder - Name of DR holders (if available)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	Employee Benefit Trust / Employee Welfare Trust under SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-Promoter Non Public Shareholding (C)= (C)(1)+(C)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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Table V- Statement showing details of significant beneficial owners (SBOs)									
Sr.No	Details of the SBO (I)			Details of the registered owner (II)			Details of holding/ exercise of right of the SBO in the reporting company, whether direct or indirect*: (III)		Date of creation / acquisition of significant beneficial interest# (IV)
	Name	PAN/ Passport No. in case of a foreign national	Nationality	Name	PAN/ Passport No. in case of a foreign national	Nationality	Whether by virtue of:		
-	-	-	-	-	-	-	Shares	%	-
							Voting rights	%	
							Rights on distributable dividend or any other distribution	%	
							Exercise of control	-	
							Exercise of significant influence	-	

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 Date: 2026.04.08
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Table VI - Statement showing foreign ownership limits		
Particulars	Approved limits (%)	Limits utilized (%)
As on shareholding date	100	1.04
As on the end of previous 1st quarter	100	0.95
As on the end of previous 2nd quarter	100	0.53
As on the end of previous 3rd quarter	100	0.60
As on the end of previous 4th quarter	100	0.58

Notes :-

1) "Approved Limits (%)" means the limit approved by Board of Directors / shareholders of the Listed entity. In case the listed entity has no Board approved limit, provide details of sectoral / statutory cap prescribed by Government / Regulatory Authorities

2) Details of Foreign ownership includes foreign ownership / investments as specified in Rule 2(s) of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, made under the Foreign Exchange Management Act, 1999.

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Annexure - 6

Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1. **Name of Listed Entity** : POCL Enterprises Limited
2. **Scrip Code / Name of Scrip / Class of Security** - 539195 / POEL / EQUITY (ISIN: INE035S01028) - **On Fully Diluted Basis**
3. **Share Holding Pattern Filed under: Reg. 31(1)(b) - Post Amalgamation (With PAN)**
 - a. If under 31(1)(a) then indicate the Listing Date
 - b. If under 31(1)(b) then indicate the report for Quarter ending - **December 31, 2025**
 - c. If under 31(1)(c) then indicate date of allotment/extinguishment
4. **Declaration:** The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes/No*	Promoter and Promoter Group	Public Shareholder	Non Promoter- Non Public
1. Whether the Listed Entity has issued any partly paid up shares?	No	No	No	No
2. Whether the Listed Entity has issued any Convertible Securities?	No	No	No	No
3. Whether the Listed Entity has issued any Warrants?	Yes	Yes	Yes	No
4. Whether Listed Entity has granted any ESOPs, which are outstanding?	No	No	No	No
5. Whether the Listed Entity has any shares against which depository receipts are issued?	No	No	No	No
6. Whether the Listed Entity has any shares in locked-in?	Yes	Yes	Yes	No
7. Whether any shares held by promoters are encumbered under "Pledged"?	No	No	No	No
8. Whether any shares held by promoters are encumbered under "Non-Disposal Undertaking"?	No	No	No	No
9. Whether any shares held by promoters are encumbered, other than by way of Pledge or NDU, if any?	No	No	No	No
10. Whether company has equity shares with differential voting rights?	No	No	No	No
11. Whether the listed entity has any significant beneficial owner?	No	No	No	No

5. The tabular format for disclosure of holding of specified securities is as follows:

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AR KAILASH
CHAND JAIN

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KAILASH CHAND JAIN
Date: 2026.04.08
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Table I - Summary Statement holding of specified securities																																
Category (I)	Category of Shareholder (II)	Nos. of Shareholders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+(VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (X)				No of shares underlying outstanding convertible securities (KA)	No of shares underlying outstanding warrants (XB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA)+(XB)+(XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI) = (VII)+(X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII) = (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV)+(XV)+(XVI)		Number of equity shares held in dematerialised form (XVIII)	Sub-categorization of shares (XXI)			
								No.(a)	As a % of total Shares held (b)	No.(a)	As a % of total Shares held (b)							No.(a)	As a % of total Shares held (b)	No.(a)	As a % of total Shares held (b)	No.(a)	As a % of total Shares held (b)	Shareholding (No. of shares) under								
																								Subcategory (I)	Subcategory (II)	Subcategory (III)						
A	PROMOTER & PROMOTER GROUP	9	12,351,410	-	-	12,351,410	39.41	12,351,410	-	12,351,410	39.41	-	99,012	-	99,012	12,450,422	39.02	12,347,810	99.97	-	-	-	-	-	-	-	-	-	12,351,410	-	-	-
B	PUBLIC	13,244	18,992,173	-	-	18,992,173	60.59	18,992,173	-	18,992,173	60.59	-	463,770	-	463,770	19,455,943	60.98	2,572,107	13.54	-	-	-	-	-	-	-	-	-	18,916,828	-	-	-
C	NON-PROMOTER- NON PUBLIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
C1	SHARES UNDERLYING DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
C2	SHARES HELD BY EMPLOYEE TRUSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total	13,253	31,343,583	-	-	31,343,583	100.00	31,343,583	-	31,343,583	100.00	-	562,782	-	562,782	31,906,365	100.00	14,919,917	47.60	-	-	-	-	-	-	-	-	-	31,268,238	-	-	-

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S.No.	Category & Name of the Shareholders (I)	PAN (II)	Nos. of Shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No of shares underlying outstanding convertible securities (XA)	No of shares underlying outstanding warrants (XB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Total Shareholding, as a % assuming of convertible securities (as a percentage of diluted share capital) (XII)=(VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV+XV+XVI)		Number of equity shares held in dematerialized form (XVIII)	Sub-categorization of shares (XIX)										
									No.(a)	As a % of total Shares held (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)							No.(a)	As a % of total Shares held (b)	No.(a)	As a % of total Shares held (b)	No.(a)	As a % of total Shares held (b)	Sub category (i)	Sub category (ii)	Sub category (iii)													
																												Class X		Class Y	Total	Total as a % of Total Voting rights								
a	Associate Companies / Subsidiaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
b	Directors and their relatives (excluding independent directors and nominee directors)																																							
	Names:																																							
	Harish Kumar Lohia	AAAPL5388C	1	37,253	-	-	37,253	0.12	37,253	-	37,253	0.12	-	-	-	-	37,253	0.12	37,253	100.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
c	Key Managerial Personnel																																							
	Names:																																							
	Aashish Kumar K Jain	AMEPJ4257G	1	250	-	-	250	-	250	-	250	-	-	-	-	-	250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
d	Relatives of promoters (other than 'immediate relatives' of promoters disclosed under 'Promoter and Promoter Group' category)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
e	Trusts where any person belonging to 'Promoter and Promoter Group' category is 'trustee', 'beneficiary', or 'author of the trust'	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
f	Investor Education and Protection Fund (IEPF)	-	1	171,450	-	-	171,450	0.55	171,450	-	171,450	0.55	-	-	-	-	171,450	0.54	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
g	Resident individuals holding nominal share capital up to Rs. 2 lakhs	-	12,589	11,295,987	-	-	11,295,987	36.04	11,295,987	-	11,295,987	36.04	-	186,244	-	186,244	11,482,231	35.99	968,992	8.58	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
h	Resident individuals holding nominal share capital in excess of Rs. 2 lakhs	-	16	4,780,846	-	-	4,780,846	15.24	4,780,846	-	4,780,846	15.24	-	247,526	-	247,526	5,028,372	15.76	1,164,565	24.36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Names:																																							
	Naresh Kumar Ghogar	AEDPG3746E		777,065	-	-	777,065	2.48	777,065	-	777,065	2.48	-	-	-	-	777,065	2.44	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sangeetha S	AJPS3739F		772,230	-	-	772,230	2.46	772,230	-	772,230	2.46	-	-	-	-	772,230	2.42	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Rishabchand Ravinderkumar	AADPK2247C		610,010	-	-	610,010	1.95	610,010	-	610,010	1.95	-	247,526	-	247,526	857,536	2.69	610,010	100.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Ravinderkumar Nihhaal	AADPN0470A		441,922	-	-	441,922	1.41	441,922	-	441,922	1.41	-	-	-	-	441,922	1.39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Ravinder Kumar Chandrakala	BGCPC4363H		419,710	-	-	419,710	1.34	419,710	-	419,710	1.34	-	-	-	-	419,710	1.32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
i	Non Resident Indians (NRIs)	-	240	788,950	-	-	788,950	2.52	788,950	-	788,950	2.52	-	-	-	-	788,950	2.47	141,090	17.88	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
j	Foreign Nationals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

S.No.	Category & Name of the Shareholders (I)	PAN (II)	Nos. of Shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No of shares underlying outstanding convertible securities (XA)	No of shares underlying outstanding warrants (XB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Total Shareholding, as a % assuming of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV+XV+XVI)		Number of equity shares held in dematerialized form (XVIII)	Sub-categorization of shares (XIX)									
									No of Voting Rights			Total as a % of Total Voting rights							No.(a)	As a % of total Shares held (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a)	As a % of total Shares held (b)	No.(a)	As a % of total Shares held (b)	No.(a)	As a % of total Shares held (b)		No.(a)	As a % of total Shares held (b)	No. of shares	Sub category (i)	Sub category (ii)	Sub category (iii)				
									Class X	Class Y	Total																						Sub category (i)	Sub category (ii)	Sub category (iii)				
k	Foreign Companies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
l	Bodies Corporate	-	80	861,673	-	-	861,673	2.75	861,673	-	861,673	2.75	-	30,000	-	30,000	891,673	2.79	111,390	12.93	-	-	-	-	-	-	-	-	-	-	-	-	-	-	861,673	-	-	-	
m	Any Other (specify)																																						
	Hindu Undivided Families	-	306	761,313	-	-	761,313	2.43	761,313	-	761,313	2.43	-	-	-	-	761,313	2.39	49,806	6.54	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	761,313	-	-	-
	LLP	-	9	220,193	-	-	220,193	0.70	220,193	-	220,193	0.70	-	-	-	-	220,193	0.69	24,753	11.24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	220,193	-	-	-
	Sub-Total (B)(4)		13,243	18,917,915	-	-	18,917,915	60.35	18,917,915	-	18,917,915	60.35	-	463,770	-	463,770	19,381,685	60.75	2,497,849	13.20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18,842,570	-	-	-	
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)+(B)(4)		13,244	18,992,173	-	-	18,992,173	60.59	18,992,173	-	18,992,173	60.59	-	463,770	-	463,770	19,455,943	60.98	2,572,107	13.54	-	-	-	-	-	-	-	-	-	-	-	-	-	18,916,828	-	-	-		

Details of the shareholders acting as persons in Concert for public

S.No.	Number of shareholders	Name of the PAC	Number of shares	Percentage of shareholding by PAC
-	-	-	-	-

Details of shares which remain unclaimed for Public

S.No.	Number of shareholders	Outstanding shares held in demat or unclaimed suspense account	Voting rights which are frozen	Disclosure of notes on shares which remain unclaimed for public shareholders
1	2	4,535	4,535	-

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Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

S.No.	Category & Name of the Shareholders (I)	PAN (II)	Nos. of Shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (XA)	No. of Shares Underlying Outstanding Warrants (XB)	No. of Shares Outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disclosure Undertaking (XV)		Other encumbrance s, if any (XVI)		Total Number of Shares encumbered (XVII) = [XIV+XV+XVI]		Number of equity shares held in dematerialized form (XVIII)	Sub-categorization of shares (XIX)											
									No.(a)	As a % of total Shares held (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)							No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)		No. of equity shares held in dematerialized form (XVIII)	Shareholding (No. of shares)										
																															Sub category (i)	Sub category (ii)	Sub category (iii)								
1	Custodian/ DR holder - Name of DR holders (if available)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
2	Employee Benefit Trust / Employee Welfare Trust under SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total Non-Promoter Non Public Shareholding (C)= (C)1+(C)2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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Table V- Statement showing details of significant beneficial owners (SBOs)									
Sr.No	Details of the SBO (I)			Details of the registered owner (II)			Details of holding/ exercise of right of the SBO in the reporting company, whether direct or indirect*: (III)		Date of creation / acquisition of significant beneficial interest# (IV)
	Name	PAN/ Passport No. in case of a foreign national	Nationality	Name	PAN/ Passport No. in case of a foreign national	Nationality	Whether by virtue of:		
-	-	-	-	-	-	-	Shares	%	-
							Voting rights	%	
							Rights on distributable dividend or any other distribution	%	
							Exercise of control	-	
							Exercise of significant influence	-	

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Table VI - Statement showing foreign ownership limits		
Particulars	Approved limits (%)	Limits utilized (%)
As on shareholding date	100	1.04
As on the end of previous 1st quarter	100	0.95
As on the end of previous 2nd quarter	100	0.53
As on the end of previous 3rd quarter	100	0.60
As on the end of previous 4th quarter	100	0.58

Notes :-

1) "Approved Limits (%)" means the limit approved by Board of Directors / shareholders of the Listed entity. In case the listed entity has no Board approved limit, provide details of sectoral / statutory cap prescribed by Government / Regulatory Authorities

2) Details of Foreign ownership includes foreign ownership / investments as specified in Rule 2(s) of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, made under the Foreign Exchange Management Act, 1999.

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Annexure - 7

Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1. **Name of Listed Entity** : POCL Enterprises Limited
2. **Scrip Code / Name of Scrip / Class of Security** - 539195 / POEL / EQUITY (ISIN: INE035S01028) - **On fully diluted basis**
3. **Share Holding Pattern Filed under: Reg. 31(1)(b) - Pre Amalgamation (Without PAN)**
 - a. If under 31(1)(a) then indicate the Listing Date
 - b. If under 31(1)(b) then indicate the report for Quarter ending - **December 31, 2025**
 - c. If under 31(1)(c) then indicate date of allotment/extinguishment
4. **Declaration:** The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes/No*	Promoter and Promoter Group	Public Shareholder	Non Promoter- Non Public
1. Whether the Listed Entity has issued any partly paid up shares?	No	No	No	No
2. Whether the Listed Entity has issued any Convertible Securities?	No	No	No	No
3. Whether the Listed Entity has issued any Warrants?	Yes	Yes	Yes	No
4. Whether Listed Entity has granted any ESOPs, which are outstanding?	No	No	No	No
5. Whether the Listed Entity has any shares against which depository receipts are issued?	No	No	No	No
6. Whether the Listed Entity has any shares in locked-in?	Yes	Yes	Yes	No
7. Whether any shares held by promoters are encumbered under "Pledged"?	No	No	No	No
8. Whether any shares held by promoters are encumbered under "Non-Disposal Undertaking"?	No	No	No	No
9. Whether any shares held by promoters are encumbered, other than by way of Pledge or NDU, if any?	No	No	No	No
10. Whether company has equity shares with differential voting rights?	No	No	No	No
11. Whether the listed entity has any significant beneficial owner?	No	No	No	No

5. The tabular format for disclosure of holding of specified securities is as follows:

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Table I - Summary Statement holding of specified securities

Category (I)	Category of Shareholder (II)	Nos. of Shareholders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (X)				No of shares underlying convertible securities (KA)	No of shares underlying outstanding warrants (KB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII)+(X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)=(VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV)+(XV)+(XVI)		Number of equity shares held in dematerialized form (XVIII)	Sub-categorization of shares (XXI)		
								No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)							No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	Shareholding (No. of shares) under:					
																										Subcategory (i)	Subcategory (ii)		Subcategory (iii)		
A	PROMOTER & PROMOTER GROUP	9	12,351,410	-	-	12,351,410	40.15	12,351,410	-	12,351,410	40.15	-	99,012	-	99,012	12,450,422	39.74	12,347,810	99.97	-	-	-	-	-	-	-	12,351,410	-	-	-	
B	PUBLIC	13,240	18,414,673	-	-	18,414,673	59.85	18,414,673	-	18,414,673	59.85	-	463,770	-	463,770	18,878,443	60.26	2,572,107	13.97	-	-	-	-	-	-	-	18,339,328	-	-	-	
C	NON PROMOTER, NON PUBLIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
C1	SHARES UNDERLYING DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
C2	SHARES HELD BY EMPLOYEE TRUSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Total	13,249	30,766,083	-	-	30,766,083	100.00	30,766,083	-	30,766,083	100.00	-	562,782	-	562,782	31,328,865	100.00	14,919,917	48.49	-	-	-	-	-	-	-	30,690,738	-	-	-	

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S.No.	Category & Name of the Shareholders (I)	Nos. of Shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)			No of shares underlying outstanding convertible securities (XA)	No of shares underlying outstanding warrants (XB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Total Shareholding, as a % assuming of convertible securities (as a percentage of diluted share capital) (XII)=(VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV+XV+XVI)		Number of equity shares held in dematerialized form (XVIII)	Sub-categorization of shares (XIX)		
								No (a)	As a % of total Shares held (b)	No (a) (Not applicable)							As a % of total Shares held (Not applicable) (b)	No.(a)	As a % of total Shares held (b)	No.(a)	As a % of total Shares held (b)	No.(a)	As a % of total Shares held (b)	Shareholding (No. of shares) under						
																								Class X	Class Y	Total		Sub category (i)	Sub category (ii)	Sub category (iii)
	Hindu Undivided Families	306	761,313	-	-	761,313	2.47	761,313	-	-	-	-	761,313	2.43	49,806	6.54	-	-	-	-	-	-	-	-	761,313	-	-	-		
	LLP	8	71,443	-	-	71,443	0.23	71,443	-	-	-	-	71,443	0.23	24,753	34.65	-	-	-	-	-	-	-	-	71,443	-	-	-		
	Sub-Total (B)(4)	13,239	18,340,415	-	-	18,340,415	59.60	18,340,415	-	-	463,770	-	463,770	18,804,185	60.02	2,497,849	13.62	-	-	-	-	-	-	-	18,265,070	-	-	-		
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)+(B)(4)	13,240	18,414,673	-	-	18,414,673	59.85	18,414,673	-	-	463,770	-	463,770	18,878,443	60.26	2,572,107	13.97	-	-	-	-	-	-	-	18,339,328	-	-	-		

Details of the shareholders acting as persons in Concert for public				
S.No.	Number of shareholders	Name of the PAC	Number of shares	Percentage of shareholding by PAC
-	-	-	-	-

Details of shares which remain unclaimed for Public				
S.No.	Number of shareholders	Outstanding shares held in demat or unclaimed suspense account	Voting rights which are frozen	Disclosure of notes on shares which remain unclaimed for public shareholders
1	2	4,535	4,535	-

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Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

S.No.	Category & Name of the Shareholders (I)	Nos. of Shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (XA)	No. of Shares Underlying Outstanding Warrants (XB)	No. of Shares Outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disclosure Undertaking (XV)		Other encumbrance s, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV+XV+XVI)		Number of equity shares held in dematerialized form (XVIII) (Not applicable)	Sub-categorization of shares (XIX)								
								No of Voting Rights									Total as a % of Total Voting rights	No.(a)	As a % of total Shares held (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)		As a % of total Shares held (Not applicable) (b)	Sub category (i)	Sub category (ii)	Sub category (iii)					
								Class X	Class Y	Total																										
1	Custodian/ DR holder - Name of DR holders (If available)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2	Employee Benefit Trust / Employee Welfare Trust under SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-Promoter- Non Public Shareholding (C)= (C)(1)+(C)(2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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Table V- Statement showing details of significant beneficial owners (SBOs)									
Sr.No	Details of the SBO (I)			Details of the registered owner (II)			Details of holding/ exercise of right of the SBO in the reporting company, whether direct or indirect*: (III)		Date of creation / acquisition of significant beneficial interest# (IV)
	Name	PAN/ Passport No. in case of a foreign national	Nationality	Name	PAN/ Passport No. in case of a foreign national	Nationality	Whether by virtue of:		
-	-	-	-	-	-	-	Shares	%	-
							Voting rights	%	
							Rights on distributable dividend or any other distribution	%	
							Exercise of control	-	
							Exercise of significant influence	-	

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Table VI - Statement showing foreign ownership limits		
Particulars	Approved limits (%)	Limits utilized (%)
As on shareholding date	100	1.04
As on the end of previous 1st quarter	100	0.95
As on the end of previous 2nd quarter	100	0.53
As on the end of previous 3rd quarter	100	0.60
As on the end of previous 4th quarter	100	0.58

Notes :-

1) "Approved Limits (%)" means the limit approved by Board of Directors / shareholders of the Listed entity. In case the listed entity has no Board approved limit, provide details of sectoral / statutory cap prescribed by Government / Regulatory Authorities

2) Details of Foreign ownership includes foreign ownership / investments as specified in Rule 2(s) of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, made under the Foreign Exchange Management Act, 1999.

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Annexure - 7

ANNEXURE - D

Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1. **Name of Listed Entity :** POCL Enterprises Limited
2. **Scrip Code / Name of Scrip / Class of Security -** 539195 / POEL / EQUITY (ISIN: INE035S01028) - **On fully diluted basis**
3. **Share Holding Pattern Filed under: Reg. 31(1)(b) - Post Amalgamation (Without PAN)**
 - a. If under 31(1)(a) then indicate the Listing Date
 - b. If under 31(1)(b) then indicate the report for Quarter ending - **December 31, 2025**
 - c. If under 31(1)(c) then indicate date of allotment/extinguishment
4. **Declaration:** The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes/No*	Promoter and Promoter Group	Public Shareholder	Non Promoter-Non Public
1. Whether the Listed Entity has issued any partly paid up shares?	No	No	No	No
2. Whether the Listed Entity has issued any Convertible Securities?	No	No	No	No
3. Whether the Listed Entity has issued any Warrants?	Yes	Yes	Yes	No
4. Whether Listed Entity has granted any ESOPs, which are outstanding?	No	No	No	No
5. Whether the Listed Entity has any shares against which depository receipts are issued?	No	No	No	No
6. Whether the Listed Entity has any shares in locked-in?	Yes	Yes	Yes	No
7. Whether any shares held by promoters are encumbered under "Pledged"?	No	No	No	No
8. Whether any shares held by promoters are encumbered under "Non-Disposal Undertaking"?	No	No	No	No
9. Whether any shares held by promoters are encumbered, other than by way of Pledge or NDU, if any?	No	No	No	No
10. Whether company has equity shares with differential voting rights?	No	No	No	No
11. Whether the listed entity has any significant beneficial owner?	No	No	No	No

5. The tabular format for disclosure of holding of specified securities is as follows:

Table I - Summary Statement holding of specified securities

Category (I)	Category of Shareholder (II)	Nos. of Shareholders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (X)				No of shares underlying convertible securities (KA)	No of shares underlying outstanding warrants (KB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII)+(X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)=(VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV)+(XV)+(XVI)		Number of equity shares held in dematerialized form (XVIII)	Sub-categorization of shares (XXI)			
								No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)							No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	Shareholding (No. of shares) under:						
																										Subcategory (i)	Subcategory (ii)		Subcategory (iii)			
A	PROMOTER & PROMOTER GROUP	9	12,351,410	-	-	12,351,410	39.41	12,351,410	-	12,351,410	39.41	-	99,012	-	99,012	12,450,422	39.02	12,347,810	99.97	-	-	-	-	-	-	-	-	12,351,410	-	-	-	
B	PUBLIC	13,244	18,992,173	-	-	18,992,173	60.59	18,992,173	-	18,992,173	60.59	-	463,770	-	463,770	19,455,943	60.98	2,572,107	13.54	-	-	-	-	-	-	-	-	-	18,916,828	-	-	-
C	NON PROMOTER, NON PUBLIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
C1	SHARES UNDERLYING DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
C2	SHARES HELD BY EMPLOYEE TRUSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Total	13,253	31,343,583	-	-	31,343,583	100.00	31,343,583	-	31,343,583	100.00	-	562,782	-	562,782	31,906,365	100.00	14,919,917	47.60	-	-	-	-	-	-	-	-	31,268,238	-	-	-	

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Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

S.No.	Category & Name of the Shareholders (I)	Nos. of Shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (XA)	No. of Shares Underlying Outstanding Warrants (XB)	No. of Shares Outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disclosure Undertaking (XV)		Other encumbrance s, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV+XV+XVI)		Number of equity shares held in dematerialized form (XVIII) (Not applicable)	Sub-categorization of shares (XIX)				
								No.(a)	As a % of total Shares held (b)	No.(a) (Not applicable)							As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	Sub category (i)	Sub category (ii)	Sub category (iii)						
																												Class X	Class Y	Total	Total as a % of Total Voting rights	
1	Custodian/ DR holder - Name of DR holders (If available)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2	Employee Benefit Trust / Employee Welfare Trust under SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-Promoter- Non Public Shareholding (C)= (C1)+(C2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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Table V- Statement showing details of significant beneficial owners (SBOs)									
Sr.No	Details of the SBO (I)			Details of the registered owner (II)			Details of holding/ exercise of right of the SBO in the reporting company, whether direct or indirect*: (III)		Date of creation / acquisition of significant beneficial interest# (IV)
	Name	PAN/ Passport No. in case of a foreign national	Nationality	Name	PAN/ Passport No. in case of a foreign national	Nationality	Whether by virtue of:		
-	-	-	-	-	-	-	Shares	%	-
							Voting rights	%	
							Rights on distributable dividend or any other distribution	%	
							Exercise of control	-	
							Exercise of significant influence	-	

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Table VI - Statement showing foreign ownership limits		
Particulars	Approved limits (%)	Limits utilized (%)
As on shareholding date	100	1.04
As on the end of previous 1st quarter	100	0.95
As on the end of previous 2nd quarter	100	0.53
As on the end of previous 3rd quarter	100	0.60
As on the end of previous 4th quarter	100	0.58

Notes :-

1) "Approved Limits (%)" means the limit approved by Board of Directors / shareholders of the Listed entity. In case the listed entity has no Board approved limit, provide details of sectoral / statutory cap prescribed by Government / Regulatory Authorities

2) Details of Foreign ownership includes foreign ownership / investments as specified in Rule 2(s) of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, made under the Foreign Exchange Management Act, 1999.

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8th April, 2026

ANNEXURE - E

To,
The General Manager
The Corporate Relationship Department,
BSE Limited, 1st Floor, P.J.Towers, Dalal Street,
Mumbai – 400 001.

Dear Sir/ Ma'am,

Sub: Response to the Query raised by Bombay Stock Exchange (BSE) dated 02.04.2026

Reference: Case ID: 262462 – Application under Regulation 37 of the SEBI (LODR) Regulations, 2015 seeking No Objection Certificate for the proposed Scheme of Amalgamation of Planetfirst Green Private Limited (“Transferor Company”) with and into POCL Enterprises Limited (“Transferee Company”).

With reference to the above cited subject matter, we, Planetfirst Green Private (the “Transferor Company”) hereby submit as follows-

BSE Query –

“4. It is noted that the Transferor Company has only public shareholders. In this regard, kindly confirm whether the Company is in compliance with the definition of a “private company” under the provisions of the Companies Act, 2013. Further, kindly confirm the person(s) or authority currently responsible for the management and control of the Company. Additionally, kindly explain the rationale for not classifying such person(s) or authority under the “Promoter” category, along with relevant justification and supporting details.”

Response to the above BSE Query –

a) Clarification regarding status of the Company as Private Limited:

Article 2 of Part A of the Articles of Association (“AoA”) of Planetfirst Green Private Limited (“Transferor Company”) states that the Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013. It further provides for restriction on transfer of shares and also prohibits any invitation to the public to subscribe for any securities of the Company. A copy of the AoA of the Transferor Company is attached as **Annexure – I**. Accordingly, it is submitted that the said the Company duly maintains the status of a private company.

b) Clarification on Current Management and Control and Non-Classification as “Promoter”:

At present, Mr. Chandrasekaran and Mr. Aashish Kumar K Jain, appointed by the shareholders, are the Board Members. The day-to-day operations are handled by Mr. Chandrasekaran, Whole-time Director, who does not hold any shareholding in the Company and functions strictly in a professional capacity under the supervision of the Board. Mr. Aashish Kumar K Jain, is a non-executive director and holds share solely in a nominee capacity on behalf of POCL Enterprises Limited.

Further, the Board of the Company functions independently and decides collectively regarding the management of the said company without any specific individual being in control. Accordingly, neither Mr. Chandrasekaran nor Mr. Aashish Kumar K Jain are the promoters of the Company.

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Registered Office Address : Willingdon Crescent 1st Floor, No. 6/2, Pycrofts Garden Road,
Nungambakkam, Chennai - 600 006.

Unit Address : Survey No. 7101 to 7111, 7133, 7134, 7137 to 7142, 7176 to 7179, 7190 to 7195, 7183 to 7185
Village - Tarsadi, Taluka - Mangrol, Kosamba, Surat, Gujarat - 394120

CIN NO : U24203TN2022PTC185571

email : accounts@planetfirstgreen.com Ph.: +91 44 4914 5454

Shareholding of the Company and non-classification as Promoter

- The Company was incorporated with Mr. Amit Vijaykumar Agarwal and Mr. Punitkumar Vijaykumar Agarwal as the first shareholders and promoters of the Company.
- Subsequently, Mr. Sumit Vijaykumar Agarwal and Mr. Yogesh Jindal, became the shareholders and were involved in the active management of the Company and therefore were also classified as promoters of the Company.
- Other Body corporate shareholders i.e., Planetfirst Recycling Private Limited, Silchar Greentech LLP and Shivani Motors Private Limited, were not part of active management or did not participate in the business operations of the Company and therefore were classified as public shareholders in the Company since the very beginning.
- Later, all the aforesaid erstwhile promoters i.e., Mr. Amit Vijaykumar Agarwal, Mr. Punitkumar Vijaykumar Agarwal and Mr. Sumit Vijaykumar Agarwal transferred their entire shareholding in the Company and exited from the management and therefore are no longer associated with the Company. Hence, also ceased to be a promoter.
- In June 2025, POCL Enterprises Limited acquired shareholding in Planetfirst Green Private Limited. The Board was also re-constituted and a professional Board was put in place to manage the Company's affairs in the best interests of the Company and its stakeholders.
- Mr. Yogesh Jindal, expressed his intention to be reclassified as a non-promoter on the basis that he no longer holds control/management rights in the Company or satisfied any of the criteria prescribed for the definition of "Promoter" under the Companies Act, 2013. Accordingly, the Board of Directors of the Company re-classified him at their meeting held on 2nd September 2025.

In view of the exit of the erstwhile promoters and subsequent running of the Company professionally, the Company presently operates without any identifiable promoter.

Kindly take the above on records.

For Planetfirst Green Private Limited

**CHANDRAS
EKARAN**

Chandrasekaran

Whole-time director - DIN: 05107821

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street=NO 121, CAR STREET / PUJUCHERRY, IL-600009,
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serialNumber=Offic3d5e3c8f8519cefdac4e0e0280a324731bb61caa
a0f0e0c5ca0a09099,
pkcs10name=2f6034323a9a1490192a6a9e485cef54,
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**Registered Office Address : Willingdon Crescent 1st Floor, No. 6/2, Pycrofts Garden Road,
Nungambakkam, Chennai - 600 006.**

**Unit Address : Survey No. 7101 to 7111, 7133, 7134, 7137 to 7142, 7176 to 7179, 7190 to 7195, 7183 to 7185
Village - Tarsadi, Taluka - Mangrol, Kosamba, Surat, Gujarat - 394120**

CIN NO : U24203TN2022PTC185571

email : accounts@planetfirstgreen.com Ph.: +91 44 4914 5454

**ARTICLES OF ASSOCIATION
OF
PLANETFIRST GREEN PRIVATE LIMITED**

(Amended as on 25th June, 2025)

//CERTIFIED TO BE TRUE\\

For PLANETFIRST GREEN PRIVATE LIMITED

For **PLANETFIRST GREEN PRIVATE LIMITED**

Authorised Signatory

AASHISHKUMAR KAILASH CHAND JAIN

DIRECTOR

DIN: 07263727

UNDER THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION^{1&2}

OF

PLANETFIRST GREEN PRIVATE LIMITED

A COMPANY LIMITED BY SHARES

Table F as notified under Schedule I of the Companies Act, 2013 is applicable to the Company except to the extent of matters dealt with in these Articles of Association.

Interpretation

- I. (1) The Articles of Association ("**Articles**") of Planetfirst Green Private Limited ("**Company**") comprises of two parts, Part A and Part B, which parts shall, unless the context otherwise requires, co-exist with each other. In case of inconsistency or contradiction, conflict or overlap between Part A and Part B, the provisions of Part B shall, subject to Applicable Law (as defined below), prevail and be applicable.
- (2) Subject as hereinafter otherwise provided, the regulations contained in Table F in Schedule I of The Companies Act, 2013, shall apply to this Company as far as they are applicable to Private Limited companies except so far as they have been impliedly or expressly modified by what is contained in the Articles hereinafter mentioned.
- (3) In these regulations –
- (a) "the Act" means the Companies Act, 2013,
 - (b) "the seal" means the common seal of the company.
- (4) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

PART A

Share capital and variation of rights

- II.
1. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
 2. The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013, with minimum paid up share capital as may be prescribed, and
 - (i) Restricts the right to transfer its shares;
 - (ii) Limits the number of its Members to two hundred;



Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as single Member;

Provided further that -

(A) Persons who are in the employment of the Company; and
(B) Persons who, having been formerly in the employment of the Company, were Members of the Company while in that employment and have continued to be Members after the employment ceased, shall not be included in the number of Members; and

(iii) Prohibits any invitation to the public to subscribe for any securities of the Company.

3. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscriber to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, -

(a) one certificate for all his shares without payment of any charges; or
(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(iii) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

(iv) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(v) Dematerialisation of Shares:

(a) Notwithstanding anything contained in these Articles, in accordance with the applicable rules and regulations, from time to time, the Company may dematerialize its shares, debentures and other securities and may offer any shares, debentures or other securities proposed to be issued by it for subscription in a dematerialized form and on the same being done, the Company shall further be entitled to maintain a Register of Members/ Debenture holders/ other security holders with the details of members/debenture holders/ other securities both in materialized and dematerialized form in any medium as permitted by the Act.



- b) Where a person holds his/her security with a Depository in electronic form, the Company shall intimate such Depository the details of allotment of the security, and on receipt of the information, the Depository shall enter in its records the name of the allottee as the Beneficial Owner of the Security. Where the securities are held in depository form the record of the Depository shall serve as prima facie evidence of the interest of the beneficial owner.
- c) Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears as the beneficial owner of the shares, debentures and other securities in the records of the Depository as the absolute owner thereof as regards receipt of dividends or bonus on shares, interest/premium on debentures and other securities and repayment thereof or for service of notices and all or any other matters connected with the Company and accordingly the Company shall not (except as ordered by the Court of competent jurisdiction or as by law required and except as aforesaid) be bound to recognise any benami trust or equity or equitable, contingent or other claim to or interest in such shares, debentures or other securities as the case may be, on the part of any other person whether or not it shall have express or implied notice thereof.
- d) In the case of transfer of shares, debentures or other securities where the Company has not issued any certificates and where such shares, debentures or other securities are being held in an electronic and fungible form, the provisions of the Depositories Act, shall apply:
Provided that in respect of the shares and securities held by the depository on behalf of a beneficial owner, provisions of the Depositories Act, as amended from time to time, shall apply so far as applicable.
- e) Every Depository shall furnish to the Company, information about the transfer of securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by the bye-laws of the Depository and the Company on that behalf.
- f) Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in electronic form so far as they apply to shares in physical form subject however to the provisions of the Depositories Act.
- g) Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a depository.

(vi) The provisions of Article (3) shall mutatis mutandis apply to debentures of the Company.

- 4. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- 5. (i) The Company may exercise the powers of paying commissions conferred by subsection (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.



(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

6. (i) The Company shall have power to issue and allot fresh shares by issuing on rights basis, preferential basis, private placement basis or bonus shares in accordance with the Act.

(ii) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(iii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

Lien

9. (i) The Company shall have a first and paramount lien –

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company: Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this article.

(ii) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

10. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made --

(a) unless a sum in respect of which the lien exists is presently payable; or



(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

11. (i) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
12. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on shares

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten percent per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.



17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board –

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of shares

19. (i) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20. No share shall be transferred without the approval of the Board who may (notwithstanding any provision in these Articles), in their absolute discretion, refuse to register any proposed transfer of shares (irrespective of whether or not the proposed transferee is a member of the Company at the time of transfer) of which they do not approve and who may or may not at their absolute discretion, assign any reason for such refusal. But they shall, within two months of the receipt of an instrument of transfer (complying with all the provisions of the proceeding regulation) either register the transfer and retain the instrument or refuse the registration and return the instrument.

21. The Board may decline to recognize any instrument of transfer unless –

(a) the instrument of transfer is in the form as prescribed in rules made under subsection (1) of section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.



Transmission of shares

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares.
- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either –
- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

27. Not applicable

Forfeiture of shares

28. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.



29. The notice aforesaid shall -

- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
 - (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
30. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
31. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
32. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.
- (ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.
33. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
- (ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- (iii) The transferee shall thereupon be registered as the holder of the share; and
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
34. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Alteration of capital

35. The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.



36. Subject to the provisions of section 61, the Company may, by ordinary resolution, --
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
37. Where shares are converted into stock, --
- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:
- Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
 - (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
38. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law, --
- (a) its share capital;
 - (b) any capital redemption reserve account; or
 - (c) any share premium account.

Capitalization of profits

39. (i) The Company in general meeting may, upon the recommendation of the Board, resolve --
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and



(b) that such sum be accordingly set free for distribution in the manner specified in clause(ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards –

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid; whether as bonus shares or otherwise;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);

(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

40. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall --

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power --

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

41. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

General meetings

42. All general meetings other than annual general meeting shall be called extraordinary general meeting.



43. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

44. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Ordinarily seven days' notice, specifying the place (which shall either be the registered office of the company or any other place in the city / town / village where the registered office is situated), day (which shall not be a national holiday), and hour (which shall be a business hour) of a General Meeting and the general nature of the business to be transacted thereat, shall be given to the Members, Directors as well as to the auditors (where applicable), for the time being of the Company in such manner as may, from time to time, be determined by the Company in general meeting. In case of an emergency, however, a meeting may be convened at a short notice with the consent of member(s) holding not less than 51% of the total paid up share capital of the Company, in writing.

(iii) The provisions of Section 102 of the Companies Act, 2013 shall not apply.

(iv) The quorum for the general meetings shall be as provided in section 103 except that, pursuant to the exemptions given to private companies, the quorum for the general meetings shall be two members personally present or by a proxy appointed by the respective member(s).

45. The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.
46. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
47. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
48. Not Applicable

Adjournment of meeting

49. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.



(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

50. Subject to any rights or restrictions for the time being attached to any class or classes of shares, --

(a) on a show of hands, every member present in person shall have one vote; and
(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.

51. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

52. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

53. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

54. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

55. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid

56. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

57. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.



Notwithstanding anything to the contrary in section 105 of the Act, and pursuant to the exemptions given to private companies, the proxy appointed by the member(s) can speak or vote by show of hands or by voting by poll at any general meeting of the Company.

58. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
59. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

60. (i) Subject to section 149 & 151 of the Act and unless and until otherwise determined by the Members of the Company in General Meeting, the number of Directors shall not be less than two and not more than fifteen including all kinds of Directors.
- (ii) The First Directors of the Company shall be
1. Mr. Punitkumar Vijaykumar Agarwal
 2. Mr. Amit Vijaykumar Agarwal
- (iii) The Directors shall not be liable to retirement by rotation.
61. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
 - (b) in connection with the business of the Company.
62. The Board may pay all expenses incurred in getting up and registering the company.
63. The Company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
64. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
65. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.



66. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.
- (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.
- (iii) The Board shall have the power to appoint Alternate Directors in the manner mentioned in section 161 of the Act.
- (iv) The Board shall have the power to appoint a person, if so nominated by any institution or by way of any agreement, as Nominee Director in the manner mentioned in section 161 of the Act.
- (v) Any casual vacancy in the Board shall be filled up at a meeting of the Board of Directors.
- (vi) The Directors may time to time, subject to the provisions of the Act, appoint one or more of their body to the office of the Managing Director or Whole-time Director, Chairman, Executive Director or Vice President for such period and on such remuneration and other terms, as they think fit and subject to the terms of any agreement entered into any particular case, may revoke such appointment. His appointment will be automatically terminated if he ceased to be a Director.
- (vii) A Managing or a Whole-time Director may be paid such remuneration (whether by way of salary Commission or participation in profits or partly in one way and partly in other) as the Board of Directors may determine.
- (viii) The Board of Directors may entrust to and confer upon Managing or Whole-time Director any of the powers exercisable by them, upon such terms and conditions and with such restrictions, as it may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw or other or vary all or any of such powers subject to section 179 of the Companies Act, 2013.

Proceedings of the Board

67. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
- (iii) The quorum for a meeting of the Board of Directors shall be one third of its total strength or two directors, whichever is higher and the participation of the directors by video conferencing or by other audio visual means shall also be counted for the purpose of quorum.



(iv) Subject to section 73, 74 and 179 of the Act, and Rules made thereunder and directions issued by the Reserve Bank of India, the Board may and shall have power, at any time and from time to time, to raise or borrow any sum or sums of money and may secure the repayment of such moneys in such manner and upon such terms and conditions, in all respects, as they may deem fit and, in particular, by the issue of the debentures or debenture stock or bonds or by making, drawing, accepting or endorsing promissory notes or bills of exchange, giving or issuing, if deemed necessary, any properties, assets, or revenues of the Company, present or future, including its uncalled capital, as security and may guarantee the whole or any part of the loan or debt raised or incurred or any interest payable thereon by means of mortgage or hypothecation of/or charge upon any such property, assets or revenues.

(v) Any of the debentures, debenture stock or bonds referred to in Article 65(iv), may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any special privileges as to redemption, surrender, drawings, allotment of shares and attending at general meetings of the Company, appointment of Directors or otherwise as the Board may deem fit.

(vi) The rights and powers of raising or borrowing money may, with the approval of the Directors, be exercised by any Director or any person authorized by the Board, and any such money may be raised or borrowed from any person, firm, company, bank or members of the Company.

68. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

69. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

70. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one amongst themselves to be Chairperson of the meeting.

71. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

72. (i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.



73. (i) A committee may meet and adjourn as it thinks fit.
- (ii) The quorum for the committee meeting shall be two present in person or through audio visual means or as may be governed by the Act from time to time
- (iii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
74. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
75. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

76. Not Applicable.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

77. Subject to the provisions of the Act, --
- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
- (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
78. A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

The Seal

79. (i) The Board shall provide for the safe custody of the seal.
- (ii) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one director and such other person as the Board may appoint for the purpose; and such director and other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.



Dividends and Reserve

- 80.** The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- 81.** Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.
- 82.** (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.
- (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- 83.** (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
- 84.** The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
- 85.** (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- 86.** Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
- 87.** Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
- 88.** No dividend shall bear interest against the Company.



Accounts

89. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorized by the Board or by the company in general meeting.

Winding up

90. Subject to the provisions of Chapter XX of the Act and rules made thereunder and the provisions of the Insolvency and Bankruptcy Code, 2016-
- (i) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

91. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

Others

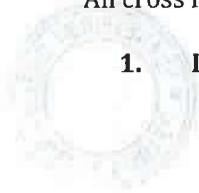
92. PART B. ARTICLES WITH OVER-RIDING EFFECT

Articles in this Part B of these Articles shall have effect notwithstanding anything to the contrary contained in Articles in Part A above, as regards or in relation to the shareholders.

In the event of any inconsistency or contradiction between the provisions of (i) Part B and Part A of the Articles of Association; and/or (ii) Part B of the Articles of Association and Table F of the Companies Act, the provisions of Part B shall override and prevail over the provisions of Part A of the Articles of Association and Table F of the Companies Act, 2013.

All cross references made in this Part B shall apply to Articles of this Part B and not Part A.

1. DEFINITIONS



In this Part B of the Articles of Association, the following words and expressions shall have the following meanings

- 1.1. "**Act**" means the Companies Act, 2013, the rules and regulations prescribed thereunder, as may be amended from time to time;
- 1.2. "**Affiliate**" with respect to a specified Person means, (i) any other Person, that directly or indirectly, controls, is under the control of, or under common control with, such specified Person and a Person shall be deemed to be "**controlling**" or "**under the control of**" or in "**control**" of another Person (not being a natural Person) if such Person directly or indirectly through one or more of its Affiliates (a) owns more than 50% (fifty percent) of the voting securities or shares of such other Person; or (b) has the right or power to appoint a majority of the board of directors or other management body of such other Person; or (c) has the right or power, directly or indirectly, to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities or shares, by contract or otherwise, and the term "common control" shall be construed accordingly; (ii) with respect to a Person being a corporate entity, an immediate holding company or 'subsidiary company' (as defined in the Act) of any Person shall be deemed an Affiliate of such Person; and (iii) with respect to a Person being an individual, also includes, the Relatives of such Person;
- 1.3. "**Applicable Law(s)**" or "**Laws**" means all laws, by-laws, ordinance, directions, notifications, circulars, press notes, statutes, rules, orders, guidelines, decrees, injunctions, licenses, policies, notices, permits, registrations, approvals, authorisations, consents, judgements, waivers and regulations of or any official directive of any Governmental Authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified or enacted from time to time hereafter;
- 1.4. "**Articles**" means the articles of association of the Company as amended from time to time;
- 1.5. "**Assets**" shall mean assets or properties of the Company of every kind, nature, character and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise) as operated, hired, rented, owned or leased by a Person from time to time, including but not limited to cash, cash equivalents, Licenses, Schedule Properties, receivables, securities, accounts and note receivables, real estate, plant and machinery, equipment, patents, copyright, domain names, trademarks, brands and other Intellectual Property, raw materials, inventory, furniture, fixtures and insurance;
- 1.6. "**Board**" means the board of directors of the Company in office at the relevant time and as nominated and appointed in accordance with the terms of this Agreement, the Act and the Articles;
- 1.7. "**Business**" has the meaning ascribed to the term in Recital A;
- 1.8. "**Call Option**" means the option granted to the Investor to purchase the Dilution Instruments of the Defaulting Party in accordance with clause 11 of the Shareholders Agreement read with Schedule 7 thereto;
- 1.9. "**Charter Documents**" means, collectively, the Memorandum and Articles of the Company;



- 1.10. "**Claim**" means and includes any notice, demand, claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration, enquiry or assessment taken by any Governmental Authority or any other Person.
- 1.11. "**Closing**" has the meaning ascribed to the term under the SPA;
- 1.12. "**Closing Date**" has the meaning ascribed to the term under the SPA;
- 1.13. "**Competing Business**" means the business directly competing with the Business of the Company;
- 1.14. "**Competitor**" means any Person who directly or indirectly, engages in a Business identical or similar to the Competing Business;
- 1.15. "**Defaulting Party**" has the meaning given to the term in Schedule 7 of the Shareholders Agreement;
- 1.16. "**Dilution Instruments**" means: (a) Equity Shares and (b) any shares, debentures, securities, rights, options, warrants or arrangement and other equity-linked securities, whether issued for cash or non-cash consideration, which are convertible into or entitle the holder to acquire or receive any Equity Shares, or any rights to purchase or subscribe to Equity Shares or securities by their terms convertible into or exchangeable for Equity Shares; excluding any arrangement binding the Company pursuant to which a bank or a financial institution is entitled to convert any amount due to it into Shares upon default by the Company, and provided that such default has not occurred as of the relevant date;
- 1.17. "**Director**" means a director on the Board of the Company from time to time;
- 1.18. "**Effective Date**" shall mean the Closing Date;
- 1.19. "**Encumbrance**" means any mortgage, pledge, equitable interest, power of attorney, assignment, conditional sales contract, hypothecation, security interest, right of other Persons, Claim, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, right of first offer, or other refusal right, right of set-off, encumbrance of any kind securing any obligation of any Person (including, without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Law), pre-emptive right, proxy, non-disposal undertakings, any provisional, conditional or executorial attachment, trust (other title exception of whatsoever nature), in each case having the effect of creating any form of encumbrance, restriction or limitation of any nature whatsoever including restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership, beneficial ownership, any adverse Claim as to title, possession or use or any other interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the above or any other agreement or arrangement having the effect of creating any form of encumbrance;
- 1.20. "**Equity Share**" means the fully paid-up equity shares of the Company having face value of INR 10 (Indian Rupees Ten Only) each;
- 1.21. "**Event of Default**" means a (i) breach of any covenant, undertaking or representation by the Existing Shareholders of the Transaction Documents; and (ii) the removal of the Other Director from the Board without the consent of the Investor; (iii) any act of fraud, misrepresentation, or wilful misconduct by the Existing Shareholders in relation to the Company; and (iv) the initiation or commencement of any insolvency, bankruptcy,



liquidation, reorganisation, or receivership proceedings, whether voluntary or involuntary, against the Existing Shareholders.

- 1.22. **"Existing Shareholders"** means the persons listed in Schedule I of the Shareholders Agreement.
- 1.23. **"Fully Diluted Basis"** means a calculation assuming that all the Dilution Instruments existing at the time of determination which are convertible into Equity Shares have been exercised or converted into Equity Shares;
- 1.24. **"Governmental Authority"** means any state, union, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority, board or agency in India, including without limitation the Registrar of Companies, the Securities and Exchange Board of India, the Competition Commission of India and the Reserve Bank of India;
- 1.25. **"Investor"** means M/s. POCL Enterprises Limited and Mr. Aashish Kumar K Jain as mentioned in the Shareholders Agreement
- 1.26. **"Liquidation Event"** means (a) liquidation, dissolution or winding up (whether voluntary or involuntary) of the Company, (b) merger, demerger, acquisition, change of Control, consolidation, sale of Dilution Instruments (including sale pursuant to exercise of any drag along right) or other transaction or series of transactions in which the Shareholders as on Effective Date will not retain a majority of the voting power of the surviving entity, and (c) a sale, lease, license or other Transfer of all or substantially all the Company's assets;
- 1.27. **"Memorandum"** means the memorandum of association of the Company, as amended and/or restated from time to time in accordance with this Agreement;
- 1.28 **"Other Shareholder"** shall have the meaning ascribed to the term under the SPA.
- 1.29 **"Person(s)"** means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation (whether limited or unlimited), company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization that may be treated as a person under Applicable Law;
- 1.30 **"Preference Shares"** shall mean the preference shares in the Share Capital of the Company, having a face value of INR 10 (Indian Rupees Ten Only) each;
- 1.31 **"Purchasers"** shall have the meaning ascribed to the term under the SPA;
- 1.32 **"Related Parties"** shall have the meaning ascribed to the term under the Act;
- 1.33 **"Relative"** shall have the meaning ascribed to the term under the Act;
- 1.34 **"Reserved Matter(s)"** shall mean such matters as laid out in Schedule 4 (reproduced at the end of these Articles), read with Clause 4 of the Shareholders Agreement;
- 1.35 **"Restated Articles"** shall mean the restated Articles of the Company to be adopted by the Company on the Closing Date, incorporating the terms of the Shareholders' Agreement, in a form and manner acceptable to the Investor.



- 1.36 **"Securities"** or **"Shares"** means with respect to the Company, the Equity Shares, Preference Shares and/or any options, warrants, convertible debentures, convertible preference shares, loans convertible into Equity Shares or other securities that are redeemable or directly or indirectly convertible into, or exercisable or exchangeable for, the Equity Shares (whether or not such securities are issued by the Company and whether or not then currently convertible), exercisable or exchangeable and whether with or without payment of additional consideration;
- 1.37 **"Share Capital"** means the issued, subscribed and paid-up share capital of the Company on a Fully Diluted Basis;
- 1.38 **"Shareholder(s)"** means the Persons whose names are entered in the register of members of the Company, as amended from time to time;
- 1.39 **"Shareholders Agreement"** or **"SHA"** means the Shareholders Agreement dated 24th June 2025 executed between the Company, the Existing Shareholders and POCL Enterprises Limited and Aashish Kumar K Jain.
- 1.40 **"Share Purchase Agreement"** or **"SPA"** means the share purchase agreement of even date executed between the Company, the Sellers, the Other Shareholder and the Purchasers.
- 1.41 **"Third Party"** means any Person that is not a Party;
- 1.42 **"Transaction Documents"** means, collectively, (i) this Agreement; (ii) the Share Purchase Agreement; (iii) Restated Articles; and (iv) any other agreements and documents that may be required pursuant to or entered into in connection with any of the aforementioned agreements, or the transactions contemplated under any of these agreements;
- 1.43 **"Transfer"** means (in either the noun or the verb form including, with respect to the verb form, all conjugations thereof within their correlative meanings) with respect to any Securities, the sale, assignment, transfer or other disposition (whether for or without consideration, whether directly or indirectly, and whether voluntary, involuntary or by operation of Law) of any such Securities or any interest therein or creation of any Encumbrance on such Securities or any interest therein except any Encumbrance created to secure funds for the Company or its subsidiaries to be used in the ordinary course of the business of the Company; and

2. BOARD COMPOSITION AND BOARD MEETINGS

- 2.1. Subject to the provisions of the Act, the Shareholders Agreement Charter Documents, the Board shall be responsible for the management, supervision, direction and control of the Company. The Board may exercise all powers of the Company and do all lawful acts and things as are permitted under the Shareholders Agreement, the Applicable Laws and the Charter Documents. Subject to the terms of the Shareholders Agreement, the Board shall be entitled to delegate its powers to such persons and such committees that the Board may create, to assist it in developing and meeting its business strategy and objectives.

2.2. Board Composition

On the Effective Date, the Board shall comprise of 2 (two) Directors, of which 1 (one) Director shall be such person as appointed by the Investor ("**Investor Director**"), and



(one) Director shall be Mr. K. Chandra Sekaran ("**Other Director**"), as nominated by the Existing Shareholders.

2.3. Chairman

The Chairman of the Board shall be appointed by the Investor, in accordance with the Act. The Chairman of a Board Meeting shall not have a second or casting vote.

2.4. Removal, Vacancy and Retirement

The Investor may, at any time, by issuing written notice to the Company, remove from office the Investor Director nominated by it. In the event of a vacancy arising on account of the resignation or removal of an Investor Director or the office of the Investor Director becoming vacant for any reason, the Investor shall be entitled to nominate another individual to fill the vacancy. The Investor may appoint or remove a Director by giving written notice of the appointment or removal of such Director to the Company. Subject to Applicable Law, the appointment or removal shall take effect from the time stated in the notice or, if no such time is stated, immediately on delivery of the relevant notice to the Company. In the event of vacancy or retirement with regards to the Other Director, the Director so appointed in his place shall be mutually agreed upon by the Parties.

2.5. Alternate Directors

The Investor shall have the right to nominate an alternate Director to act in accordance with the Act and withdraw the nominated alternate Director and nominate another in his or her place. Any appointment as alternate Director shall take place as the first item of business at the meeting of the Board next following receipt by the Company of such nomination. Upon the appointment as alternate Director, such alternate Director shall be entitled to constitute the quorum, vote, consent, sign written resolutions and otherwise be entitled to the same rights, benefits and privileges as the Director for whom such alternate Director is an alternate. The alternate Director shall (except as regards the power to appoint an alternate Director pursuant to this article 2.5) be subject, in all respects, to the terms and conditions existing with reference to the other Directors and each alternate Director, whilst acting as such, shall exercise and discharge all the functions, powers and duties of the Director he or she represents. Every person acting as an alternate Director shall have 1 (one) vote for each Director for whom he or she acts as an alternate (in addition to his or her own vote if he or she is also a Director). Any person appointed as an alternate Director shall vacate his or her office as such alternate Director if and when the Director for whom he or she was an alternate vacates office as Director. A Director shall not be liable for the acts or defaults of any alternate Director appointed by him or her. Notwithstanding anything to the contrary, the Existing Shareholders shall not have the right to remove or nominate any alternate Other Director, without the prior written consent of the Investor.

2.6. Board Meetings

2.6.1. Conduct of Board Meeting: All meetings of the Board shall be convened and conducted in accordance with the provisions of the Shareholders Agreement, the Act and the Charter Documents (each such meeting, a "**Board Meeting**").

2.6.2. Frequency and Location: The Board Meetings shall be conducted at such minimum frequency as may be prescribed by the Act at the registered office of the Company or such other location as may be decided by the majority of the Directors.

2.6.3. Notice: Board Meeting may be called by any Director by giving notice in writing to the company secretary, or any other Person nominated for this purpose by a majority of Directors, specifying the date, time and agenda for such Board Meeting. The company



secretary (or such nominated Person) shall, upon receipt of such written notice, issue a copy of such notice to all the Directors accompanied by a written agenda specifying the business of such Board Meeting and copies of relevant information and documents pertinent for such Board Meeting, to enable each Director to make a decision on the issue in question at such Board Meeting. The Investor shall be entitled to receive all notices, agendas, minutes, documents, communication and information as received by a Director. It is acknowledged and agreed that a matter not included in the agenda for a Board Meeting shall not be transacted at such Board Meeting without the prior written consent of the Investor. No meeting of the Board shall be convened at a shorter notice period without the prior written consent of the Investor.

2.6.4. Quorum: The quorum for a Board Meeting (and any resolution at such meeting) shall be a minimum of 2 (two) Directors, subject to the presence of the Investor Director. If the quorum is not present within 30 (thirty) minutes of the scheduled time for the Board Meeting, or if, during the Board Meeting, there is no longer a quorum, then the Board Meeting shall be adjourned and reconvened at the same day, place and time in the following week or at such other time, with the same agenda, as may be agreed to by a majority of the Directors. The quorum requirements specified above shall apply mutatis mutandis to such adjourned Board Meeting.

2.6.5. Voting: Each Director is entitled to cast 1 (one) vote at any Board Meeting and subject to article 4 all decisions shall be taken in accordance with the voting requirements as specified in the Act.

2.6.6. Circular Resolutions: A resolution in writing of the Board shall be as valid and effective as if it had been a resolution passed at a Board Meeting duly convened and held if the resolution is signed in support thereof by the majority of the Directors and by at least 1(one) Investor Director.

2.6.7. Meeting through Audio Visual Means: Subject to Applicable Laws, the Directors may participate and vote in Board Meetings by video conferencing or other audio-visual means and the provisions of the Shareholders Agreement shall apply mutatis mutandis.

2.7. Committees of the Board

Subject to the provisions of the Shareholders Agreement, the Board shall be entitled to delegate powers to such committees that the Board may create to assist it in its business strategy and objectives ("**Board Committees**"). The provisions of article 2 shall apply *mutatis mutandis* to the Board Committees.

2.8. Further Assurances

The Parties agree to exercise all powers and rights available to them to ensure that the Person nominated by the Investor in accordance with this article 2, is expeditiously appointed or removed as a Director. All Directors shall be appointed at a Board Meeting as the first item of business conducted at such Board Meeting. Further, the Parties shall not obstruct or veto the appointment or removal of any Director, that is in accordance with the Shareholders Agreement. The Existing Shareholders and the Investor undertake to take such actions as may be necessary (including exercising their votes as Directors and Shareholders of the Company), to give effect to the provisions of, and to comply with their obligations under the Shareholders Agreement, including this article 2.

3. **SHAREHOLDERS' MEETINGS**

3.1. Conduct of Shareholders' Meeting: All meetings of the Shareholders shall be convened



and conducted in accordance with the provisions of the Shareholders Agreement, the Act and the Charter Documents (each such meeting, a “Shareholders’ Meeting”).

- 3.2. Frequency and Location: The Shareholders’ Meetings shall be conducted at such minimum frequency as may be prescribed by the Act at the registered office of the Company or such other location as may be decided by the Board with the consent of the Investor and Existing Shareholders.
- 3.3. Notice: The notice of any Shareholders’ Meeting shall be provided in accordance with the Act and shall include an agenda approved by the Board that sets out the business proposed to be transacted at the Shareholders’ Meeting, together with copies of all relevant information and documents connected therewith or proposed to be placed before or tabled at the Shareholders’ Meeting. It is acknowledged and agreed that a matter not included in the agenda for a Shareholders’ Meeting shall not be transacted at such Shareholders’ Meeting without the prior written consent of the Investor.
- 3.4. Quorum: The quorum for a Shareholders’ Meeting (and any resolution at such meeting) shall be a minimum of 2 (two) Shareholders of the Company, subject to the presence of at least 1 (one) representative of the Investor. If the quorum is not present within 30 (thirty) minutes of the scheduled time for the Shareholders’ Meeting, or if, during the Shareholders’ Meeting, there is no longer a quorum, then the Shareholders’ Meeting shall be adjourned and reconvened at the same day, place and time in the following week or at such other time as may be determined by the Board with the consent of the Investor, with the same agenda. The quorum requirements specified above shall apply *mutatis mutandis* to such adjourned Shareholders’ Meeting.
- 3.5. Voting and Deadlock: For all resolutions at a Shareholders’ Meeting, unless a poll is validly demanded in accordance with the Act, voting shall be conducted by a show of hands, where each representative present shall have one vote. Each Shareholder shall be entitled to one vote per Equity Share held by such Shareholder in case a poll is demanded, and subject to clause 4 of the Shareholders Agreement all resolutions shall be passed in accordance with the voting requirements as specified in the Act. In the event of a deadlock between the Investor and the Existing Shareholders (“**Deadlock**”), the Investor shall have the right, but not the obligation to purchase Equity Shares held by the Existing Shareholders at face value as on the day of the Deadlock. The decision of the Investor reached in this manner shall be final and binding on all Parties.
- 3.6. Proxies: The Shareholders shall, in accordance with Applicable Law, have the right to appoint a proxy to attend Shareholders’ Meetings and vote on behalf of such nominating Shareholder on all resolutions at such Shareholders’ Meetings.
- 3.7. Meeting through Audio Visual Means: Subject to Applicable Laws, the Shareholders may participate and vote in Shareholders’ Meetings by video conferencing or other audio visual means and the provisions of the Shareholders Agreement shall apply *mutatis mutandis*.

4. RESERVED MATTERS

- 4.1. Notwithstanding anything to the contrary contained in the Shareholders Agreement, no action or decision shall be taken by the Company (whether by the Board, Board Committees, the Shareholders or any of the employees, officers or managers of the Company or otherwise) in the respect of any Reserved Matters without the prior written consent of the Investor. The Company shall timely provide all necessary information and material to the Investor, to enable them to make a decision relating to the Reserved



Matters.

- 4.2. No resolution including without limitation circular resolutions in respect of a Reserved Matter shall be deemed to be validly taken up or passed by the Board, the Board Committee or the Shareholders (including in each case, any adjourned meetings), without the prior written consent of the Investor. The term "Company" is expanded to include the Company and all its subsidiaries for the purpose of the Reserved Matters.
- 4.3. The Investor may provide their response as specified in this article (i) in writing; or (ii) by a vote in favour of a separate and specific shareholders' resolution on that matter, by a representative of the Investor.
- 4.4. In the event that any decision or action relating to a Reserved Matter is proposed to be considered or taken, then the Company shall promptly inform the Investor, of the same in writing (along with all relevant details in respect of such matter) and the Investor shall have the right to require the Company to provide them with such additional information as they may consider necessary in this regard.
- 4.5. The Parties undertake to procure that no Reserved Matter is implemented other than in accordance with this article, and any such decision in violation of this article shall be *void ab initio*. In the event that the Investor who is required to provide its prior approval to a Reserved Matter does not provide such prior approval, then the *status quo* will prevail with respect to such matter and such matter shall be deemed to be rejected by such Party.

5. FURTHER ISSUE OF DILUTION INSTRUMENTS AND RIGHT TO MAINTAIN CAPITAL

5.1 General: Subject to Applicable Law, if the Company proposes to issue any Dilution Instruments to any Person, the Company shall first offer the said Dilution Instruments to the Investors ("**Pre-Emptive Right Holder**"), in the manner set out in article 5.2 (Procedure) ("**Pre-Emptive Right**"). Irrespective of the mode of issuance, the Company and Existing Shareholders shall ensure that the Pre-Emptive Right Holder is entitled to a pre-emptive right of subscription, on a pro rata basis, based on the Pre-Emptive Right Holder's inter-se shareholding in the Company prior to the proposed issuance of Dilution Instruments such that the Pre-Emptive Right Holder holds at least such number of Dilution Instruments so as to maintain its percentage of shareholding in the share capital immediately prior to the offer of the Dilution Instruments is made by the Company.

5.2 Procedure: The offer of new Dilution Instruments shall be made in the manner set forth below:

5.2.1 The Pre-Emptive Right shall be offered by the Company to the Pre-Emptive Right Holder by issuing a written notice to the Pre-Emptive Right Holder ("**Issuance Notice**") setting forth in detail (i) the intention of the Company and reason for offering such new Dilution Instruments, (ii) the terms of the proposed issuance, including the proposed issuance price ("**Issuance Price**"), (iii) the proposed date of closing of the proposed issuance (which shall not be less than 30 (thirty) days from the date of receipt of the Issuance Notice), (iv) the number of Equity Shares or Dilution Instruments or instruments convertible into Equity Shares proposed to be issued along with the terms thereof, and (v) such other details as are relevant to the issuance of such Dilution Instruments ("**Issuance Shares**").

5.2.2 If the Pre-Emptive Right Holder wishes to exercise its Pre-Emptive Right, the Pre-



Emptive Right Holder shall, within 30 (thirty) days from the date of receipt of the Issuance Notice ("**Acceptance Period**"), issue a notice ("**Acceptance Notice**") to intimate the Company of its willingness to subscribe to all or part of the Issuance Shares ("**Accepted Shares**").

5.2.3 Within a period of 30 (thirty) days from the date of receipt of the Acceptance Notice, the Company shall issue and allot the Accepted Shares to the Pre-Emptive Right Holder.

5.2.4 If any Remainder Securities remain unsubscribed following the above provisions, then the Company may issue and allot the Remainder Securities to a third party subscriber at the Issuance Price and on the terms and conditions mentioned in the Issuance Notice.

5.2.5 For the purposes of this Article 5.2, the term "**Remainder Securities**" means the Issuance Shares minus the Accepted Shares allotted to the Pre-Emptive Right Holder.

5.3 **Anti-Dilution Right.**

5.3.1 The Parties agree that any issuance by the Company after the Closing Date shall be made at a price per Share which is not less than Sale Consideration or the then effective conversion price of the Shares held by the Investors, (as adjusted for splits and bonuses) and, in addition, that if the Dilution Instruments being issued are not Equity Shares, then the terms of the Dilution Instruments being issued shall be such that the subscriber shall not be entitled to receive any Shares, pursuant to any conversion of any such Dilution Instrument(s), that results in the price per Share being effectively lesser than Sale Consideration or the then effective conversion price of the Shares held by the Investor (as adjusted for splits and bonuses).

5.3.2 In the event that any new issuance is undertaken by the Company at a price per Dilution Instrument which is lesser than the Sale Consideration or the then effective conversion price of the Shares held by the Investors (as adjusted for splits and bonuses), the Investors shall, subject to Applicable Law, be entitled to a broad based weighted average anti-dilution protection in accordance with the formula specified in SCHEDULE 5 hereto, on a Fully Diluted Basis.

5.3.3 The Company, and (to the extent possible) the Existing Shareholders shall, provide such assistance to the Company, to obtain all necessary consents, approvals and / or authorizations from the relevant Governmental Authority in order to implement the provisions of this article 5.3 (*Anti-Dilution Right*).

5.4 **Necessary Acts:** The Parties undertake to ensure that all actions necessary to give effect to this Article 5 will be taken as and when required. The Parties hereby agree that a third party to whom any Dilution Instruments have been issued may become a party to the Shareholders Agreement by executing the Deed of Adherence and the Agreement need not be amended/restated to give effect to the same at that point in time.

6. **LIQUIDATION PREFERENCE**

6.1 Upon the occurrence of a Liquidation Event, subject to Applicable Laws, each Shareholder shall be entitled to receive proportionate consideration from such Liquidation Event in relation to their shareholding in the Company as on the date of the Liquidation Event. and the balance proceeds (if any) shall be distributed to the Investor, in preference to all Existing Shareholders.

6.2 The Existing Shareholders agree and undertake that they will honor the preference



specified in this Article 6 in any manner legally permissible including sale of Assets or distribution of proceeds that may be received by them on the occurrence of the relevant Liquidation Event or issue or transfer of Shares to the Existing Shareholders at the lowest price permissible under Applicable Laws. In the event any Party receive monies or assets which is in contravention of this Article 6, they shall be deemed to hold such monies or assets in trust on behalf of the relevant Party that is entitled to such amounts pursuant to this Article 6.

7. TRANSFER OF SHARES

7.1 General

7.1.1 Any Transfer, Encumbrance or attempt to Transfer or Encumber any Shares in violation of the Shareholders Agreement shall be null and *void ab initio*, and the Company shall not register such Transfer (in its statutory registers or otherwise) and shall reject any such Transfer made or attempted, *suo moto*, without necessity of a Board decision and shall institute proceedings for this purpose.

7.1.2 All Transfers under the Shareholders Agreement shall be subject to execution of Deed of Adherence by the transferee.

7.1.3 On the death of a Shareholder that is a natural person, the Shares held by such Shareholder shall be transmitted to his legal heir/s, provided that such legal heir/s shall also be bound by the terms of the Shareholders Agreement as if they were the original Shareholder. If so, required by the Investor, such legal heir/s shall execute a Deed of Adherence to this effect.

7.2 Transfers by the Existing Shareholders: Notwithstanding anything to the contrary, the Existing Shareholders agree that they shall not, without the prior written consent of the Investors, directly or indirectly, Transfer or Encumber, any Shares held by them, or any legal or beneficial interest therein, to any Person (including amongst themselves or to any Competitor), at any time, except in accordance with the terms of the Transaction Documents. Upon completion of 2 (two) years from the Effective Date, in the event that any of the Existing Shareholders intend to Transfer part or whole of their respective Shares, they shall offer such Shares only to the Investors, and not to any other Third Party, at par value.

7.3 Cumulative Rights: In case of any permitted Transfer by the Existing Shareholders, the cumulative rights available to the transferor and the transferee (where the transferor also continues to be a Shareholder post such Transfer), shall be no more than the rights available to the transferor (along with all its prior transferees, if applicable) immediately prior to such Transfer. In case of such permitted transfers, the transferor (being the relevant Person who is originally a Party to the Shareholders Agreement) and its permitted transferee(s) shall nominate 1 (One) Person who shall act for and on behalf of them for the purpose of the Shareholders Agreement.

7.4 Transfers by the Investors: The Investor shall be entitled to Transfer, Encumber or assign all or part of its Shares and rights under the Transaction Documents to any third party without any restrictions.

8. EVENT OF DEFAULT

Upon the occurrence of an Event of Default, the following shall apply:



- i. The Existing Shareholders shall cease to have their right to nominate any Directors on the Board pursuant to article 2.22.2;
- ii. The Existing Shareholders shall cease to have their rights in respect of general meetings of the Company as specified in article 3; and/or
- iii. The Investor shall have the right (by issuing a written notice in this regard), but not the obligation, to, at its sole discretion, exercise the Call Option as provided in Schedule 7 of the Shareholders Agreement in respect of all the Dilution Instruments held by the Existing Shareholders.

9. NON-COMPETE AND NON-SOLICIT

9.1.1. Non-Compete: The Existing Shareholders (“**Restricted Persons**”) independently and severally covenant and agree that during their tenure as a Shareholder and until the expiry of 5 (five) years from such person ceasing to be a Shareholder (“**Restricted Period**”), he/it shall not engage in, directly or indirectly, independently or jointly, whether through its Affiliates, Related Parties or through partnership or as a shareholder, joint venture partner, collaborator, consultant, employee, advisor, contractor, trustee, director, committee member, office bearer or agent or in any other manner whatsoever, whether for profit or otherwise or be involved in any way, in any Competing Business.

9.1.2. Non-Solicit: The Restricted Persons shall not, for the Restricted Period independently or severally, whether directly or indirectly:

- (a) Solicit or attempt in any manner to solicit, any business from any existing customer or client of the Company on behalf of the Company;
- (b) Induce or attempt to persuade any Person, who is an existing vendor, service provider, customer or client of the Company, to cease doing business or to reduce the amount of business which such Person has customarily done with the Company; and
- (c) Employ, solicit, incite, canvass, or assist any Person to employ, any Person who is in the employment of the Company including any Person who was an employee at any time during the preceding 1 (one) year.



SCHEDULE 1
(reproduced herein for ready reference)

DETAILS OF THE EXISTING SHAREHOLDERS

S. No.	Name of the Existing Shareholder	Details of the Existing Shareholder
1.	Planetfirst Recycling Private Limited	Address: Unit 1119, The Summit Business Bay, M.V.Road, Opp PVR Cinema, Chakala MIDC, Mumbai – 400093 Phone: 9699073314 Email: ashishbagaria75@gmail.com
2.	Shivani Motors Private Limited	Address: 1st Floor, En Vision Tech House, Nr Mcdi bakery, New City Light Road, Vesu, Surat - 395007 Phone: 9824111755 Email: accounts@shivanigroup.com
3.	Silchar Greentech LLP	Address: Steel Traders, Maruti sadan, Silchar Hospital Road, Silchar- 788001 Phone: 9712365406 Email: accounts@shivanigroup.com
4.	Yogesh Jindal	Address: G802, Florence near Nandhini Vesu Surat - 395007 Phone: 9825500214 Email: yogeshjindal@hotmail.com



SCHEDULE 4 OF THE SHAREHOLDERS AGREEMENT

(reproduced herein for ready reference)

RESERVED MATTERS

1. Any transactions affecting Share Capital (including through any Shares or other Securities or instruments exchangeable for or convertible into Shares or other Securities or buy-back) or rights attached to any Shares or other Securities of the Company (including any restrictions on capital expenditure in connection therewith);
2. Creating any Encumbrance over or Transfer any portion of the Company's Share Capital or Assets of the Company;
3. Issue dividends or distribution of capital, rights shares or bonus shares or any other forms of distribution;
4. Undertaking any new or unrelated business which is not ancillary or incidental to the Business which shall not require the amendment of the Memorandum;
5. Using the Company's Assets as collateral for any borrowings;
6. Any matters relating to joint ventures or creation of any subsidiaries of the Company;
7. Approval of any purchase orders or contracts to be entered into by the Company for the procurement of goods or services;
8. Any change in the authorisations to operate bank accounts or opening of new bank accounts;
9. Any transactions involving sale, license or assignment, or dealing with or change, of the Company's brands or other Intellectual Property, or licensing of Intellectual Property in the ordinary course of business;
10. Acquisition or disposal of Assets or assumption of a liability (including borrowing or contingent liability)
11. Appointment and changes to statutory auditors, or any financial consultants or advisors of the Company;
12. Changes to accounting policies or accounting year of the Company or adoption of auditor's report and the Board's report;
13. Approval or adoption of the Company's financial statements, whether monthly, quarterly or annually;
14. Changes to the size or composition of the Board, including but not limited to appointment and/or removal of Directors (other than as specifically provided in the Shareholders Agreement) or changes in the remuneration or fees of such Directors;
15. Any write-off of any receivables, loans or advances;
16. Any Related Party transactions;



17. Provision of guarantees or loans to any third parties; or any other scheme or arrangement (whether for financial or strategic reasons);
18. Real estate acquisitions including long-term leases or licenses; and
19. The institution, withdrawal or settlement of any material litigation, legal action or proceedings or dispute, in which the Company is a party.



SCHEDULE 5 OF THE SHAREHOLDERS AGREEMENT
(reproduced herein for ready reference)

BROAD BASED WEIGHTED AVERAGE VALUATION PROTECTION

In accordance with Clause 0, the Investor will have a broad based weighted average anti-dilution protection (adjusted for any capital restructuring exercise) for all further issuances of Dilution Instruments (save and except in an Exempted Issuance) in the manner illustrated below.

The formula for weighted average anti-dilution is:

$$CP_2 = CP_1 * (A + B) \div (A + C)$$

For purposes of the foregoing formula, the following definitions shall apply:

“**CP₂**” shall mean the conversion price in effect immediately after such issue of additional shares of the common stock of the Company (“**Common Stock**”);

“**CP₁**” shall mean the conversion price in effect immediately prior to such issue of additional shares of the Common Stock;

“**A**” shall mean the number of shares of Common Stock outstanding immediately prior to such issue of additional shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of options outstanding immediately prior to such issue or upon conversion or exchange of convertible securities (including the preferred stock) outstanding (assuming exercise of any outstanding options therefor) immediately prior to such issue);

“**B**” shall mean the number of shares of Common Stock that would have been issued if such additional shares of Common Stock had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Company in respect of such issue by CP₁); and

“**C**” shall mean the number of such additional shares of Common Stock issued in such transaction.



SCHEDULE 7 OF THE SHAREHOLDERS AGREEMENT
(reproduced herein for ready reference)

CALL OPTION

On and from the date of the occurrence of the Event of Default, the Investor shall have the right (but not an obligation) to require the Existing Shareholders (as the case maybe) ("**Defaulting Party**"), to transfer up to all the Dilution Instruments held by such Defaulting Party as on the date of the Event of Default to the Investor at the face value of the Dilution Instrument ("**Call Option Price**"). The Call Option may be exercised by the Investor by issuing a written notice to the Defaulting Party ("**Call Option Notice**") specifying: (a) the number of Dilution Instruments in respect of which the Call Option is being exercised and the proportionate share of such Existing Shareholders; and (b) the date and place at which the transfer of Dilution Instruments shall be consummated.



Subscriber Sheet

Subscriber Details						
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated	
1	PUNITKUMAR VIJAYKUMAR AGARWAL ADD: 19, SAVITRI BUNGLOWS,VRUNDAVAN PARK SOC, B/H LALBHAI CONTRACTOR STADIUM, DUMAS ROAD, SURAT 395007 GUJARAT INDIA OCC: BUSINESS	00021266	SURAT	PUNITKUMAR VIJAYKUMAR AGARWAL	06/07/2022	
2	AMIT VIJAYKUMAR AGARWAL ADD: 19, SAVITRI BUNGLOWS,VRUNDAVAN PARK SOC, B/H LALBHAI CONTRACTOR STADIUM, DUMAS ROAD, SVR COLLEGE, SURAT 395007 GUJARAT INDIA OCC: BUSINESS	01483760	SURAT	AMIT VIJAYKUMAR AGARWAL	06/07/2022	
Signed Before Me						
	Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated
ACS	JINENDRA JAIN	ADD: 111, ZENON, OPP. UNIQUE HOSPITAL, RING ROAD, SURAT-395002 OCC: COMPANY SECRETARY	52319	SURAT	JINENDRA JAIN	08/07/2022

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End notes

1. Amended vide special resolution dated 31st August, 2024.
2. Restated vide special resolution dated 25th June, 2025.

For PLANETFIRST GREEN PRIVATE LIMITED

J. Chaudhary
 Authorised Signatory

Annexure - 6

ANNEXURE - F

Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1. **Name of Listed Entity** : POCL Enterprises Limited
2. **Scrip Code / Name of Scrip / Class of Security** - Convertible Warrants (ISIN: INE035S13015)* - UNLISTED
3. **Share Holding Pattern Filed under: Reg. 31(1)(b) - Pre Amalgamation (With PAN)**
 - a. If under 31(1)(a) then indicate the Listing Date
 - b. If under 31(1)(b) then indicate the report for Quarter ending - **December 31, 2025**
 - c. If under 31(1)(c) then indicate date of allotment/extinguishment
4. **Declaration:** The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes/No*	Promoter and Promoter Group	Public Shareholder	Non Promoter- Non Public
1. Whether the Listed Entity has issued any partly paid up shares?	No	No	No	No
2. Whether the Listed Entity has issued any Convertible Securities?	No	No	No	No
3. Whether the Listed Entity has issued any Warrants?	Yes	Yes	Yes	No
4. Whether Listed Entity has granted any ESOPs, which are outstanding?	No	No	No	No
5. Whether the Listed Entity has any shares against which depository receipts are issued?	No	No	No	No
6. Whether the Listed Entity has any shares in locked-in?	Yes	Yes	Yes	No
7. Whether any shares held by promoters are encumbered under "Pledged"?	No	No	No	No
8. Whether any shares held by promoters are encumbered under "Non-Disposal Undertaking"?	No	No	No	No
9. Whether any shares held by promoters are encumbered, other than by way of Pledge or NDU, if any?	No	No	No	No
10. Whether company has equity shares with differential voting rights?	No	No	No	No
11. Whether the listed entity has any significant beneficial owner?	No	No	No	No

5. The tabular format for disclosure of holding of specified securities is as follows:

****POCL Enterprises Limited has also allotted 5,62,782 convertible warrants, each convertible into, or exchangeable for 1 fully paid-up Equity Share of face value of Rs. 2/- each, at an issue price of Rs. 202/- per warrant, including premium of Rs. 200/- per warrant, on a preferential basis through private placement on June 18, 2025. The said convertible warrants are allotted under ISIN: INE035S13015 and are unlisted. None of the warrant holders have exercised their option till date.***

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Table I - Summary Statement holding of specified securities

Category (I)	Category of warrant holder (II)	Nos. of warrant holders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (X)				No of shares underlying convertible securities (KA)	No of shares underlying outstanding warrants (KB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII)+(X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)=(VII)+(X) As a % of (A+B+C2)	Number of Locked in warrants (XIII)		Number of warrants pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of warrants encumbered (XVII) = (XIV)+(XV)+(XVI)		Number of warrants held in dematerialized form (XVIII)	Sub-categorization of warrants (XXI)		
								No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)							No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)	Shareholding (No. of warrants) under							
																								Subcategory (i)	Subcategory (ii)	Subcategory (iii)					
A	PROMOTER & PROMOTER GROUP	2	-	-	-	-	-	-	-	-	-	99,012	-	99,012	17.60	99,012	100.00	-	-	-	-	-	-	-	99,012	-	-	-			
B	PUBLIC	15	-	-	-	-	-	-	-	-	-	463,770	-	463,770	82.40	463,770	100.00	-	-	-	-	-	-	-	-	463,770	-	-	-		
C	NON PROMOTER- NON PUBLIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
C1	SHARES UNDERLYING DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
C2	SHARES HELD BY EMPLOYEE TRUSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Total	17	-	-	-	-	-	-	-	-	-	562,782	-	562,782	562,782	100.00	562,782	100.00	-	-	-	-	-	-	-	562,782	-	-	-		

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S.No.	Category & Name of the warrant holders (I)	PAN (II)	Nos. of warrant holder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No of shares underlying outstanding convertible securities (KA)	No of shares underlying outstanding warrants (XB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Total Shareholding, as a % assuming of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in warrants (XIII)		Number of warrants pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of warrants encumbered (XVII) = (XIV+XV+X VI)		Number of warrants held in dematerialized form (XVIII)	Sub-categorization of warrants (XIX)			
									No.(a)	As a % of total warrants held (b)	No.(a) (Not applicable)	As a % of total warrants held (Not applicable) (b)							No.(a)	As a % of total warrants held (b)	No.(a)	As a % of total warrants held (b)	No.(a)	As a % of total warrants held (b)	Shareholding (No. of shares) under								
																									Sub category (i)	Sub category (ii)	Sub category (iii)						
	Urban Botanics Private Limited	AACCU5555D	1	-	-	-	-	-	-	-	-	-	-	-	30,000	-	30,000	30,000	5.33	30,000	100.00	-	-	-	-	-	-	-	30,000	-	-	-	
	m Any Other (specify)																																
	Hindu Undivided Families																																
	LLP																																
	Sub-Total (B)(4)			15											463,770		463,770	463,770	82.40	463,770	100.00									463,770			
	Total Public Shareholding (B) = (B)(1)+(B)(2)+(B)(3)+(B)(4)			15											463,770		463,770	463,770	82.40	463,770	100.00									463,770			

Details of the shareholders acting as persons in Concert for public

S.No.	Number of shareholders	Name of the PAC	Number of shares	Percentage of shareholding by PAC
-	-	-	-	-

Details of shares which remain unclaimed for Public

S.No.	Number of shareholders	Outstanding shares held in demat or unclaimed suspense account	Voting rights which are frozen	Disclosure of notes on shares which remain unclaimed for public shareholders
-	-	-	-	-

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Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

S.No.	Category & Name of the Shareholders (I)	PAN (II)	Nos. of Shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (X)			No. of Shares Underlying Outstanding convertible securities (XA)	No. of Shares Underlying Outstanding Warrants (XB)	No. of Shares Outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disclosure Undertaking (XV)		Other encumbrance s, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV+XV+XVI)		Number of equity shares held in dematerialized form (XVIII) (Not applicable)	Sub-categorization of shares (XIX)								
									No.(a)	As a % of total Shares held (b)	No.(a) (Not applicable)							As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)		As a % of total Shares held (Not applicable) (b)	Shareholding (No. of shares)							
																														Class X	Class Y	Total	Total as a % of Total Voting rights	Sub category (i)	Sub category (ii)	Sub category (iii)	
1	Custodian/ DR holder - Name of DR holders (if available)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	Employee Benefit Trust / Employee Welfare Trust under SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-Promoter Non Public Shareholding (C)-(C)(1)+(C)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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Table V- Statement showing details of significant beneficial owners (SBOs)									
Sr.No	Details of the SBO (I)			Details of the registered owner (II)			Details of holding/ exercise of right of the SBO in the reporting company, whether direct or indirect*: (III)		Date of creation / acquisition of significant beneficial interest# (IV)
	Name	PAN/ Passport No. in case of a foreign national	Nationality	Name	PAN/ Passport No. in case of a foreign national	Nationality	Whether by virtue of:		
-	-	-	-	-	-	-	Shares	%	-
							Voting rights	%	
							Rights on distributable dividend or any other distribution	%	
							Exercise of control	-	
							Exercise of significant influence	-	

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Table VI - Statement showing foreign ownership limits		
Particulars	Approved limits (%)	Limits utilized (%)
As on shareholding date	100	1.04
As on the end of previous 1st quarter	100	0.95
As on the end of previous 2nd quarter	100	0.53
As on the end of previous 3rd quarter	100	0.60
As on the end of previous 4th quarter	100	0.58

Notes :-

1) "Approved Limits (%)" means the limit approved by Board of Directors / shareholders of the Listed entity. In case the listed entity has no Board approved limit, provide details of sectoral / statutory cap prescribed by Government / Regulatory Authorities

2) Details of Foreign ownership includes foreign ownership / investments as specified in Rule 2(s) of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, made under the Foreign Exchange Management Act, 1999.

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Annexure - 7

ANNEXURE - F

Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1. **Name of Listed Entity** : POCL Enterprises Limited
2. **Scrip Code / Name of Scrip / Class of Security** - Convertible Warrants (ISIN: INE035S13015)* - UNLISTED
3. **Share Holding Pattern Filed under: Reg. 31(1)(b) - Post Amalgamation (With PAN)**
 - a. If under 31(1)(a) then indicate the Listing Date
 - b. If under 31(1)(b) then indicate the report for Quarter ending - **December 31, 2025**
 - c. If under 31(1)(c) then indicate date of allotment/extinguishment
4. **Declaration:** The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes/No*	Promoter and Promoter Group	Public Shareholder	Non Promoter- Non Public
1. Whether the Listed Entity has issued any partly paid up shares?	No	No	No	No
2. Whether the Listed Entity has issued any Convertible Securities?	No	No	No	No
3. Whether the Listed Entity has issued any Warrants?	Yes	Yes	Yes	No
4. Whether Listed Entity has granted any ESOPs, which are outstanding?	No	No	No	No
5. Whether the Listed Entity has any shares against which depository receipts are issued?	No	No	No	No
6. Whether the Listed Entity has any shares in locked-in?	Yes	Yes	Yes	No
7. Whether any shares held by promoters are encumbered under "Pledged"?	No	No	No	No
8. Whether any shares held by promoters are encumbered under "Non-Disposal Undertaking"?	No	No	No	No
9. Whether any shares held by promoters are encumbered, other than by way of Pledge or NDU, if any?	No	No	No	No
10. Whether company has equity shares with differential voting rights?	No	No	No	No
11. Whether the listed entity has any significant beneficial owner?	No	No	No	No

5. The tabular format for disclosure of holding of specified securities is as follows:

**POCL Enterprises Limited has also allotted 5,62,782 convertible warrants, each convertible into, or exchangeable for 1 fully paid-up Equity Share of face value of Rs. 2/- each, at an issue price of Rs. 202/- per warrant, including premium of Rs. 200/- per warrant, on a preferential basis through private placement on June 18, 2025. The said convertible warrants are allotted under ISIN: INE035S13015 and are unlisted. None of the warrant holders have exercised their option till date.*

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Table I - Summary Statement holding of specified securities

Category (I)	Category of warrant holder (II)	Nos. of warrant holders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (X)				No of shares underlying convertible securities (KA)	No of shares underlying outstanding warrants (KB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII)+(X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)=(VII)+(X) As a % of (A+B+C2)	Number of Locked in warrants (XIII)		Number of warrants pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of warrants encumbered (XVII) = (XIV)+(XV)+(XVI)		Number of warrants held in dematerialized form (XVIII)	Sub-categorization of warrants (XXI)		
								No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)							No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)	Shareholding (No. of warrants) under							
																								Subcategory (i)	Subcategory (ii)	Subcategory (iii)					
A	PROMOTER & PROMOTER GROUP	2	-	-	-	-	-	-	-	-	-	99,012	-	99,012	17.60	99,012	100.00	-	-	-	-	-	-	-	-	99,012	-	-	-		
B	PUBLIC	15	-	-	-	-	-	-	-	-	-	463,770	-	463,770	82.40	463,770	100.00	-	-	-	-	-	-	-	-	463,770	-	-	-		
C	NON PROMOTER- NON PUBLIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
C1	SHARES UNDERLYING DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
C2	SHARES HELD BY EMPLOYEE TRUSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Total	17	-	-	-	-	-	-	-	-	-	562,782	-	562,782	562,782	100.00	562,782	100.00	-	-	-	-	-	-	-	562,782	-	-	-		

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S.No.	Category & Name of the warrant holders (I)	PAN (II)	Nos. of warrant holder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No of shares underlying outstanding convertible securities (KA)	No of shares underlying outstanding warrants (XB)	No of shares outstanding ESOB Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOB etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Total Shareholding, as a % assuming of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in warrants (XIII)		Number of warrants pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of warrants encumbered (XVII) = (XIV+XV+X VI)		Number of warrants held in dematerialized form (XVIII)	Sub-categorization of warrants (XIX)		
									No.(a)	As a % of total warrants held (b)	No.(a) (Not applicable)	As a % of total warrants held (Not applicable) (b)							No.(a)	As a % of total warrants held (b)	No.(a)	As a % of total warrants held (b)	No.(a)	As a % of total warrants held (b)	No.(a)	As a % of total warrants held (b)	Shareholding (No. of shares) Under	Sub category (i)		Sub category (ii)	Sub category (iii)	
																																Class X
h	Resident Individuals holding nominal share capital in excess of Rs. 2 lakhs		1	-	-	-	-	-	-	-	-	-	247,526	-	247,526	247,526	43.98	247,526	100.00	-	-	-	-	-	-	247,526	-	-	-			
	Names:																															
	Rishabhchandra Ravinderkumar	AADPK2247C	1	-	-	-	-	-	-	-	-	-	247,526	-	247,526	247,526	43.98	247,526	100.00	-	-	-	-	-	-	-	247,526	-	-	-		
i	Non Resident Indians (NRIs)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
j	Foreign Nationals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
k	Foreign Companies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
l	Bodies Corporate																															
	Names:																															
	Urban Botanics Private Limited	AACCU5555D	1	-	-	-	-	-	-	-	-	-	30,000	-	30,000	30,000	5.33	30,000	100.00	-	-	-	-	-	-	-	30,000	-	-	-		
m	Any Other (specify)																															
	Hindu Undivided Families	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	LIP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Sub-Total (B)(4)		15	-	-	-	-	-	-	-	-	-	463,770	-	463,770	463,770	82.40	463,770	100.00	-	-	-	-	-	-	-	463,770	-	-	-		
	Total Public Shareholding (B) = (B)(1)+(B)(2)+(B)(3)+(B)(4)		15	-	-	-	-	-	-	-	-	-	463,770	-	463,770	463,770	82.40	463,770	100.00	-	-	-	-	-	-	-	463,770	-	-	-		

Details of the shareholders acting as persons in Concert for public

S.No.	Number of shareholders	Name of the PAC	Number of shares	Percentage of shareholding by PAC
-	-	-	-	-

Details of shares which remain unclaimed for Public

S.No.	Number of shareholders	Outstanding shares held in demat or unclaimed suspense account	Voting rights which are frozen	Disclosure of notes on shares which remain unclaimed for public shareholders
-	-	-	-	-

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Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

S.No.	Category & Name of the Shareholders (I)	PAN (II)	Nos. of Shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (XA)	No. of Shares Underlying Outstanding Warrants (XB)	No. of Shares Outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disclosure Undertaking (XV)		Other encumbrance s, if any (XVI)		Total Number of Shares encumbered (XVII) = (XIV+XV+XVI)		Number of equity shares held in dematerialized form (XVIII) (Not applicable)	Sub-categorization of shares (XIX)							
									No.(a)	As a % of total Shares held (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)							No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	Shareholding (No. of shares)										
																											Class X	Class Y		Total	Total as a % of Total Voting rights	Sub category (i)	Sub category (ii)	Sub category (iii)			
1	Custodian/ DR holder - Name of DR holders (if available)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	Employee Benefit Trust / Employee Welfare Trust under SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-Promoter Non Public Shareholding (C)-(C)(1)+(C)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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Table V- Statement showing details of significant beneficial owners (SBOs)									
Sr.No	Details of the SBO (I)			Details of the registered owner (II)			Details of holding/ exercise of right of the SBO in the reporting company, whether direct or indirect*: (III)		Date of creation / acquisition of significant beneficial interest# (IV)
	Name	PAN/ Passport No. in case of a foreign national	Nationality	Name	PAN/ Passport No. in case of a foreign national	Nationality	Whether by virtue of:		
-	-	-	-	-	-	-	Shares	%	-
							Voting rights	%	
							Rights on distributable dividend or any other distribution	%	
							Exercise of control	-	
							Exercise of significant influence	-	

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Table VI - Statement showing foreign ownership limits		
Particulars	Approved limits (%)	Limits utilized (%)
As on shareholding date	100	1.04
As on the end of previous 1st quarter	100	0.95
As on the end of previous 2nd quarter	100	0.53
As on the end of previous 3rd quarter	100	0.60
As on the end of previous 4th quarter	100	0.58

Notes :-

1) "Approved Limits (%)" means the limit approved by Board of Directors / shareholders of the Listed entity. In case the listed entity has no Board approved limit, provide details of sectoral / statutory cap prescribed by Government / Regulatory Authorities

2) Details of Foreign ownership includes foreign ownership / investments as specified in Rule 2(s) of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, made under the Foreign Exchange Management Act, 1999.

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Annexure - 6

ANNEXURE - F

Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1. **Name of Listed Entity** : POCL Enterprises Limited
2. **Scrip Code / Name of Scrip / Class of Security** - Convertible Warrants (ISIN: INE035S13015)* - UNLISTED
3. **Share Holding Pattern Filed under: Reg. 31(1)(b) - Pre Amalgamation (Without PAN)**
 - a. If under 31(1)(a) then indicate the Listing Date
 - b. If under 31(1)(b) then indicate the report for Quarter ending - **December 31, 2025**
 - c. If under 31(1)(c) then indicate date of allotment/extinguishment
4. **Declaration:** The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes/No*	Promoter and Promoter Group	Public Shareholder	Non Promoter- Non Public
1. Whether the Listed Entity has issued any partly paid up shares?	No	No	No	No
2. Whether the Listed Entity has issued any Convertible Securities?	No	No	No	No
3. Whether the Listed Entity has issued any Warrants?	Yes	Yes	Yes	No
4. Whether Listed Entity has granted any ESOPs, which are outstanding?	No	No	No	No
5. Whether the Listed Entity has any shares against which depository receipts are issued?	No	No	No	No
6. Whether the Listed Entity has any shares in locked-in?	Yes	Yes	Yes	No
7. Whether any shares held by promoters are encumbered under "Pledged"?	No	No	No	No
8. Whether any shares held by promoters are encumbered under "Non-Disposal Undertaking"?	No	No	No	No
9. Whether any shares held by promoters are encumbered, other than by way of Pledge or NDU, if any?	No	No	No	No
10. Whether company has equity shares with differential voting rights?	No	No	No	No
11. Whether the listed entity has any significant beneficial owner?	No	No	No	No

5. The tabular format for disclosure of holding of specified securities is as follows:

**POCL Enterprises Limited has also allotted 5,62,782 convertible warrants, each convertible into, or exchangeable for 1 fully paid-up Equity Share of face value of Rs. 2/- each, at an issue price of Rs. 202/- per warrant, including premium of Rs. 200/- per warrant, on a preferential basis through private placement on June 18, 2025. The said convertible warrants are allotted under ISIN: INE035S13015 and are unlisted. None of the warrant holders have exercised their option till date.*

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Table I - Summary Statement holding of specified securities

Category (I)	Category of warrant holder (II)	Nos. of warrant holders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (X)				No of shares underlying convertible securities (KA)	No of shares underlying outstanding warrants (KB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII)+(X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)=(VII)+(X) As a % of (A+B+C2)	Number of Locked in warrants (XIII)		Number of warrants pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of warrants encumbered (XVII) = (XIV)+(XV)+(XVI)		Number of warrants held in dematerialized form (XVIII)	Sub-categorization of warrants (XXI)		
								No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)							No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)	Shareholding (No. of warrants) under							
																								Subcategory (i)	Subcategory (ii)	Subcategory (iii)					
A	PROMOTER & PROMOTER GROUP	2	-	-	-	-	-	-	-	-	-	99,012	-	99,012	17.60	99,012	100.00	-	-	-	-	-	-	-	-	99,012	-	-	-		
B	PUBLIC	15	-	-	-	-	-	-	-	-	-	463,770	-	463,770	82.40	463,770	100.00	-	-	-	-	-	-	-	-	463,770	-	-	-		
C	NON PROMOTER- NON PUBLIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
C1	SHARES UNDERLYING DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
C2	SHARES HELD BY EMPLOYEE TRUSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Total	17	-	-	-	-	-	-	-	-	-	562,782	-	562,782	562,782	100.00	562,782	100.00	-	-	-	-	-	-	-	562,782	-	-	-		

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S.No.	Category & Name of the warrant holders (I)	Nos. of warrant holder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No of shares underlying outstanding convertible securities (XA)	No of shares underlying outstanding warrants (XB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Total Shareholding, as a % assuming of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in warrants (XIII)		Number of warrants pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of warrants encumbered (XVII) = (XIV+XV+XVI)		Number of warrants held in dematerialized form (XVIII)	Sub-categorization of warrants (XIX)		
								No.(a)	As a % of total warrants held (b)	No.(a) (Not applicable)	As a % of total warrants held (Not applicable) (b)							No.(a)	As a % of total warrants held (b)	No.(a)	As a % of total warrants held (b)	No.(a)	As a % of total warrants held (b)	Shareholding (No. of shares) under							
																								Class X	Class Y	Total	Total as a % of Total Voting rights		Sub category (i)	Sub category (ii)	Sub category (iii)
	Prakash chand	1	-	-	-	-	-	-	-	-	-	-	12,376	-	12,376	12,376	2.20	12,376	100.00	-	-	-	-	-	-	12,376	-	-	-		
	Sushant Jain	1	-	-	-	-	-	-	-	-	-	-	12,376	-	12,376	12,376	2.20	12,376	100.00	-	-	-	-	-	-	12,376	-	-	-		
	Sivachandran Balachandran	1	-	-	-	-	-	-	-	-	-	-	12,376	-	12,376	12,376	2.20	12,376	100.00	-	-	-	-	-	-	12,376	-	-	-		
	Ramachandran Balachandran	1	-	-	-	-	-	-	-	-	-	-	12,376	-	12,376	12,376	2.20	12,376	100.00	-	-	-	-	-	-	12,376	-	-	-		
	Veesamsetty Jayasri	1	-	-	-	-	-	-	-	-	-	-	12,376	-	12,376	12,376	2.20	12,376	100.00	-	-	-	-	-	-	12,376	-	-	-		
h	Resident Individuals holding nominal share capital in excess of Rs. 2 lakhs	1	-	-	-	-	-	-	-	-	-	-	247,526	-	247,526	247,526	43.98	247,526	100.00	-	-	-	-	-	-	247,526	-	-	-		
	Names: Rishabhchand Ravinderkumar	1	-	-	-	-	-	-	-	-	-	-	247,526	-	247,526	247,526	43.98	247,526	100.00	-	-	-	-	-	-	247,526	-	-	-		
i	Non Resident Indians (NRIs)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
j	Foreign Nationals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
k	Foreign Companies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
l	Bodies Corporate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Names: Urban Botanics Private Limited	1	-	-	-	-	-	-	-	-	-	-	30,000	-	30,000	30,000	5.33	30,000	100.00	-	-	-	-	-	-	30,000	-	-	-		
m	Any Other (specify)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Hindu Undivided Families LLP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Sub-Total (B)(4)	15	-	-	-	-	-	-	-	-	-	-	463,770	-	463,770	463,770	82.40	463,770	100.00	-	-	-	-	-	-	463,770	-	-	-		
	Total Public Shareholding (B) = (B)(1)+(B)(2)+(B)(3)+(B)(4)	15	-	-	-	-	-	-	-	-	-	-	463,770	-	463,770	463,770	82.40	463,770	100.00	-	-	-	-	-	-	463,770	-	-	-		

Details of the shareholders acting as persons in Concert for public				
S.No.	Number of shareholders	Name of the PAC	Number of shares	Percentage of shareholding by PAC
-	-	-	-	-

Details of shares which remain unclaimed for Public				
S.No.	Number of shareholders	Outstanding shares held in demat or unclaimed suspense account	Voting rights which are frozen	Disclosure of notes on shares which remain unclaimed for public shareholders
-	-	-	-	-

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Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

S.No.	Category & Name of the Shareholders (I)	PAN (II)	Nos. of Shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (XA)	No. of Shares Underlying Outstanding Warrants (XB)	No. of Shares Outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XIII)		Number of Shares pledged (XIV)		Non - Disclosure Undertaking (XV)		Other encumbrance s, if any (XVI)		Total Number of Shares encumbered (XVII) = [XIV+XV+XVI]		Number of equity shares held in dematerialized form (XVIII) (Not applicable)	Sub-categorization of shares (XIX)						
									No.(a)	As a % of total Shares held (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)							No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)	No.(a) (Not applicable)	As a % of total Shares held (Not applicable) (b)		Shareholding (No. of shares)						
																														Sub category (i)	Sub category (ii)	Sub category (iii)				
1	Custodian/ DR holder - Name of DR holders (if available)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	Employee Benefit Trust / Employee Welfare Trust under SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-Promoter Non Public Shareholding (C)- (C1)+(C)2		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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Table V- Statement showing details of significant beneficial owners (SBOs)									
Sr.No	Details of the SBO (I)			Details of the registered owner (II)			Details of holding/ exercise of right of the SBO in the reporting company, whether direct or indirect*: (III)		Date of creation / acquisition of significant beneficial interest# (IV)
	Name	PAN/ Passport No. in case of a foreign national	Nationality	Name	PAN/ Passport No. in case of a foreign national	Nationality	Whether by virtue of:		
-	-	-	-	-	-	-	Shares	%	-
							Voting rights	%	
							Rights on distributable dividend or any other distribution	%	
							Exercise of control	-	
							Exercise of significant influence	-	

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Table VI - Statement showing foreign ownership limits		
Particulars	Approved limits (%)	Limits utilized (%)
As on shareholding date	100	1.04
As on the end of previous 1st quarter	100	0.95
As on the end of previous 2nd quarter	100	0.53
As on the end of previous 3rd quarter	100	0.60
As on the end of previous 4th quarter	100	0.58

Notes :-

1) "Approved Limits (%)" means the limit approved by Board of Directors / shareholders of the Listed entity. In case the listed entity has no Board approved limit, provide details of sectoral / statutory cap prescribed by Government / Regulatory Authorities

2) Details of Foreign ownership includes foreign ownership / investments as specified in Rule 2(s) of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, made under the Foreign Exchange Management Act, 1999.

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Annexure - 7

ANNEXURE - F

Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1. **Name of Listed Entity** : POCL Enterprises Limited
2. **Scrip Code / Name of Scrip / Class of Security** - Convertible Warrants (ISIN: INE035S13015)* - UNLISTED
3. **Share Holding Pattern Filed under: Reg. 31(1)(b) - Post Amalgamation (Without PAN)**
 - a. If under 31(1)(a) then indicate the Listing Date
 - b. If under 31(1)(b) then indicate the report for Quarter ending - **December 31, 2025**
 - c. If under 31(1)(c) then indicate date of allotment/extinguishment
4. **Declaration:** The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes/No*	Promoter and Promoter Group	Public Shareholder	Non Promoter- Non Public
1. Whether the Listed Entity has issued any partly paid up shares?	No	No	No	No
2. Whether the Listed Entity has issued any Convertible Securities?	No	No	No	No
3. Whether the Listed Entity has issued any Warrants?	Yes	Yes	Yes	No
4. Whether Listed Entity has granted any ESOPs, which are outstanding?	No	No	No	No
5. Whether the Listed Entity has any shares against which depository receipts are issued?	No	No	No	No
6. Whether the Listed Entity has any shares in locked-in?	Yes	Yes	Yes	No
7. Whether any shares held by promoters are encumbered under "Pledged"?	No	No	No	No
8. Whether any shares held by promoters are encumbered under "Non-Disposal Undertaking"?	No	No	No	No
9. Whether any shares held by promoters are encumbered, other than by way of Pledge or NDU, if any?	No	No	No	No
10. Whether company has equity shares with differential voting rights?	No	No	No	No
11. Whether the listed entity has any significant beneficial owner?	No	No	No	No

5. The tabular format for disclosure of holding of specified securities is as follows:

**POCL Enterprises Limited has also allotted 5,62,782 convertible warrants, each convertible into, or exchangeable for 1 fully paid-up Equity Share of face value of Rs. 2/- each, at an issue price of Rs. 202/- per warrant, including premium of Rs. 200/- per warrant, on a preferential basis through private placement on June 18, 2025. The said convertible warrants are allotted under ISIN: INE035S13015 and are unlisted. None of the warrant holders have exercised their option till date.*

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Table I - Summary Statement holding of specified securities

Category (I)	Category of warrant holder (II)	Nos. of warrant holders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (X)				No of shares underlying convertible securities (KA)	No of shares underlying outstanding warrants (KB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII)+(X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XII)=(VII)+(X) As a % of (A+B+C2)	Number of Locked in warrants (XIII)		Number of warrants pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of warrants encumbered (XVII) = (XIV)+(XV)+(XVI)		Number of warrants held in dematerialized form (XVIII)	Sub-categorization of warrants (XXI)		
								No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)							No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)	No. (a)	As a % of total warrants held (b)	Shareholding (No. of warrants) under							
																								Subcategory (i)	Subcategory (ii)	Subcategory (iii)					
A	PROMOTER & PROMOTER GROUP	2	-	-	-	-	-	-	-	-	-	99,012	-	99,012	17.60	99,012	100.00	-	-	-	-	-	-	-	-	99,012	-	-	-		
B	PUBLIC	15	-	-	-	-	-	-	-	-	-	463,770	-	463,770	82.40	463,770	100.00	-	-	-	-	-	-	-	-	463,770	-	-	-		
C	NON PROMOTER- NON PUBLIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
C1	SHARES UNDERLYING DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
C2	SHARES HELD BY EMPLOYEE TRUSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Total	17	-	-	-	-	-	-	-	-	-	562,782	-	562,782	100.00	562,782	100.00	-	-	-	-	-	-	-	-	562,782	-	-	-		

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S.No.	Category & Name of the warrant holders (I)	Nos. of warrant holder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV + V + VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No of shares underlying outstanding convertible securities (XA)	No of shares underlying outstanding warrants (XB)	No of shares outstanding ESOP Granted (XC)	No. of Shares Underlying Outstanding convertible securities, No of Warrants and ESOP etc., (X) = (XA+XB+XC)	Total No of shares on fully diluted basis (including warrants, ESOP, Convertible Securities etc.) (XI)=(VII+X)	Total Shareholding, as a % assuming of convertible securities (as a percentage of diluted share capital) (XII)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in warrants (XIII)		Number of warrants pledged (XIV)		Non - Disposal Undertaking (XV)		Other encumbrances, if any (XVI)		Total Number of warrants encumbered (XVII) = (XIV+XV+XVI)		Number of warrants held in dematerialized form (XVIII)	Sub-categorization of warrants (XIX)				
								Class X	Class Y	Total	Total as a % of Total Voting rights							No.(a)	As a % of total warrants held (b)	No.(a) (Not applicable)	As a % of total warrants held (Not applicable) (b)	No.(a)	As a % of total warrants held (b)	No.(a)	As a % of total warrants held (b)	No.(a)	As a % of total warrants held (b)		No.(a)	As a % of total warrants held (b)	Sub category (i)	Sub category (ii)	Sub category (iii)
	Alkhat S Luniya	1	-	-	-	-	-	-	-	-	-	30,000	-	30,000	30,000	5.33	30,000	100.00	-	-	-	-	-	-	-	30,000	-	-	-				
	Sanjay Bhansali	1	-	-	-	-	-	-	-	-	-	30,000	-	30,000	30,000	5.33	30,000	100.00	-	-	-	-	-	-	-	30,000	-	-	-				
	Prakash chand	1	-	-	-	-	-	-	-	-	-	12,376	-	12,376	12,376	2.20	12,376	100.00	-	-	-	-	-	-	-	12,376	-	-	-				
	Sushant Jain	1	-	-	-	-	-	-	-	-	-	12,376	-	12,376	12,376	2.20	12,376	100.00	-	-	-	-	-	-	-	12,376	-	-	-				
	Sivachandran Balachandran	1	-	-	-	-	-	-	-	-	-	12,376	-	12,376	12,376	2.20	12,376	100.00	-	-	-	-	-	-	-	12,376	-	-	-				
	Ramachandran Balachandran	1	-	-	-	-	-	-	-	-	-	12,376	-	12,376	12,376	2.20	12,376	100.00	-	-	-	-	-	-	-	12,376	-	-	-				
	Veesamsetty Jayasri	1	-	-	-	-	-	-	-	-	-	12,376	-	12,376	12,376	2.20	12,376	100.00	-	-	-	-	-	-	-	12,376	-	-	-				
h	Resident Individuals holding nominal share capital in excess of Rs. 2 lakhs	1	-	-	-	-	-	-	-	-	-	247,526	-	247,526	247,526	43.98	247,526	100.00	-	-	-	-	-	-	-	247,526	-	-	-				
	Names:																																
	Rishabhchand Ravinderkumar	1	-	-	-	-	-	-	-	-	-	247,526	-	247,526	247,526	43.98	247,526	100.00	-	-	-	-	-	-	-	247,526	-	-	-				
i	Non Resident Indians (NRIs)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
j	Foreign Nationals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
k	Foreign Companies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
l	Bodies Corporate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
	Names:																																
	Urban Botanics Private Limited	1	-	-	-	-	-	-	-	-	-	30,000	-	30,000	30,000	5.33	30,000	100.00	-	-	-	-	-	-	-	-	30,000	-	-	-			
m	Any Other (specify)																																
	Hindu Undivided Families	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
	LLP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
	Sub-Total (B)(4)	15	-	-	-	-	-	-	-	-	-	463,770	-	463,770	463,770	82.40	463,770	100.00	-	-	-	-	-	-	-	463,770	-	-	-				
	Total Public Shareholding (B) = (B)(1)+(B)(2)+(B)(3)+(B)(4)	15	-	-	-	-	-	-	-	-	-	463,770	-	463,770	463,770	82.40	463,770	100.00	-	-	-	-	-	-	-	463,770	-	-	-				

Details of the shareholders acting as persons in Concert for public				
S.No.	Number of shareholders	Name of the PAC	Number of shares	Percentage of shareholding by PAC
-	-	-	-	-

Details of shares which remain unclaimed for Public				
S.No.	Number of shareholders	Outstanding shares held in demat or unclaimed suspense account	Voting rights which are frozen	Disclosure of notes on shares which remain unclaimed for public shareholders
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Table V- Statement showing details of significant beneficial owners (SBOs)									
Sr.No	Details of the SBO (I)			Details of the registered owner (II)			Details of holding/ exercise of right of the SBO in the reporting company, whether direct or indirect*: (III)		Date of creation / acquisition of significant beneficial interest# (IV)
	Name	PAN/ Passport No. in case of a foreign national	Nationality	Name	PAN/ Passport No. in case of a foreign national	Nationality	Whether by virtue of:		
-	-	-	-	-	-	-	Shares	%	-
							Voting rights	%	
							Rights on distributable dividend or any other distribution	%	
							Exercise of control	-	
							Exercise of significant influence	-	

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Table VI - Statement showing foreign ownership limits		
Particulars	Approved limits (%)	Limits utilized (%)
As on shareholding date	100	1.04
As on the end of previous 1st quarter	100	0.95
As on the end of previous 2nd quarter	100	0.53
As on the end of previous 3rd quarter	100	0.60
As on the end of previous 4th quarter	100	0.58

Notes :-

1) "Approved Limits (%)" means the limit approved by Board of Directors / shareholders of the Listed entity. In case the listed entity has no Board approved limit, provide details of sectoral / statutory cap prescribed by Government / Regulatory Authorities

2) Details of Foreign ownership includes foreign ownership / investments as specified in Rule 2(s) of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, made under the Foreign Exchange Management Act, 1999.

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