

CONTINUUM



BOTHE WINDFARM DEVELOPMENT PRIVATE LIMITED

Date: September 17, 2024

Unit no. 101, 1st floor, Signature Building,
Plot no. 13 B, Road 1C, Zone 1, Gift SEZ,
Gift City, Gandhinagar - 382355

Dear Sir/Madam,

Sub: Intimation for alteration of Memorandum of Association and Articles of Association of Bothe Windfarm Development Private Limited

We wish to intimate that the Annual General Meeting of Bothe Windfarm Development Private Limited was held today, i.e., September 17, 2024, and Members of the Company approved the alteration of Memorandum of Association and Articles of Association of the Company. A copy of the altered Memorandum of Association and Articles of Association is enclosed herewith.

We request you to take this on your records.

Thanking you,

Yours truly,

For Bothe Windfarm Development Private Limited

Daya Shah
Company Secretary
Membership Number: A38079



Encl: As above.

***The Companies Act, 2013**

Company Limited by Shares

****ARTICLES OF ASSOCIATION**

OF

BOTHE WINDFARM DEVELOPMENT PRIVATE LIMITED

1. *The regulation contained in Table "F" of the Company Act 2013 shall be the Articles of Association of the Company in so far as they are applicable to a Private Company, subject to the modifications mentioned here under.

I. INTERPRETATION

- (1) In these regulations --
- (a) "the Act" means the Companies Act, 2013,
- (2) 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.

II. SHARE CAPITAL AND VARIATION OF RIGHTS

1. The Company is a Private Company within the meaning of Section 2 (68) of the Companies Act, 2013, and

- (i) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing;
- (ii) The number of members of the Company (exclusive of persons who are in the employment of the Company, and persons who having been formerly in the employment of the Company, were members of the Company while in the employment and have continued to be members after the employment ceased) shall be limited to two hundred;

Provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company, they shall be treated as a single member, and

- (iii) prohibits any invitation to the public to subscribe for any securities of the company;

2. The Authorized Capital shall be such amount as may be authorised by the Memorandum of Association of the Company from time to time.

For Bothe Windfarm Development Private Limited





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- (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 subscribers 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.

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 and proper and with full power to give to any person the option to call for or be allotted shares of any class issued by the Company, either at par or at a premium or subject as aforesaid at a discount, such option being exercisable at such times and for such consideration as the Directors may think fit

3. (i) 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.
- (ii) The provisions of Articles (2) and (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) 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.

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- (ii) 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.
6. 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.
7. 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.

The Company shall, subject to provisions of the Companies Act has power to issue partly paid up shares and preference shares redeemable at the option of the Company or to issue shares with disproportionate voting rights on such terms and in such manner as the Board may from time to time think fit.

8. The Board may subject to the provisions of the act, allot and issue shares from the share capital of the Company on payment or part payment for any property, goods or machinery, any other tangible or intangible assets supplied, and/or for services rendered to the Company in the conduct of its business or for any other consideration either in cash or otherwise than in cash as the Board may deem fit and proper and any shares so allotted may be issued as fully paid up or partly paid up shares as the Board may decide.
9. Subject to the other provisions in the Articles and provisions contained in any regulations, guidelines and circulars issued from time to time by any regulatory authorities, the Company may issue shares with differential rights as to dividends, voting, payments, etc. on such terms and conditions as the Board of Directors may deem fit.
10. 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, 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.

(i) 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.


(ii) 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.

LIEN

- 11.(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 clause.

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- (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.
12. 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.
13. (i) To give effect to any such sale, the Board may authorise 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.
14. (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

15. (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.

TRANSFER OF SHARES

16. (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.
17. The Board may, subject to the right of appeal conferred by section 58 decline to register --
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the company has a lien.
18. The Board of Directors may at their absolute and uncontrolled discretion decline or acknowledge any transfer of a share or shares and shall not be bound to give any reason for such refusal.

The Board may decline to recognise any instrument of transfer unless --

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

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(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.

19. 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.

19A. Notwithstanding anything to the contrary contained herein, (i) any restrictions or consents required from the directors of the Company under these Articles with respect to transferability of any shares of the Company, shall not be applicable to the creation of any pledge on the shares of the Company in favour of any lender or note holder (or their trustee) or hedge bank (or their trustee) of the Company or its affiliates pursuant to any financing arrangements executed by the Company or its affiliates, or to the transfer of any shares of the Company to any other entity pursuant to the enforcement of such pledge created in favour of such lender or note holder or hedge bank to secure the debt availed by the Company or its affiliates and (ii) the Company shall register any transfer of securities as a result of the enforcement of such security interest pursuant to any such financing arrangement.

TRANSMISSION OF SHARES

20. (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 recognised 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.

21. (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.

22. (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.

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23. 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.

ALTERATION OF CAPITAL

24. 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.

25. 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.

26.(1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to:-

- a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
- b) employees under any scheme of employees' stock option; or
- c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

3) Subject to the provisions of the Act and the Rules prescribed, the Company shall have the power, to issue sweat equity shares to its employees and/or Directors on such terms and conditions and in such manner as may be prescribed by law from time to time.

27. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --

- (a) its share capital;
- (b) any capital redemption reserve account; or
- (c) any share premium account.

For **Bothe Windfarm Development Private Limited**



A handwritten signature in blue ink, appearing to be 'Daya Shah', written over a horizontal line.

Daya Shah
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CAPITALISATION OF PROFITS

- 28.(i) The company in general meeting, subject to the provisions of section 63 of the Companies Act 2013 may, issue fully paid up bonus shares.

BUY-BACK OF SHARES

29. 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

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

- 31.(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.

Notwithstanding anything contained in the Act, a General Meeting may be called by giving not less than 5 days' notice either in writing or through electronic mode. However the said General Meeting may be called after giving shorter notice either in writing or through electronic mode if consent is given by such number of members who represent not less than ninety-five percent of the voting rights of the company.

PROCEEDINGS AT GENERAL MEETINGS

- 32.(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) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

33. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

34. 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.


35. 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.

ADJOURNMENT OF MEETING

36. (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.

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Company Secretary
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- (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

37. 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.

PROXY

38. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised 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.

39. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

40. 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

41. The number of the directors shall not be less than two and not more than fifteen including technical, nominated, and additional directors.

The first directors of the company shall be:

1. Mr. Arvind Bansal
2. Mr. Ashish Swarup

The Directors may from time to time, appoint one or more of their body to the office of the Managing Director for one or more of the divisions of the business carried on by the Company and to enter into agreement with him in such terms and conditions as they may deem fit.

42. (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.

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- (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.
43. 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.
44. 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.
45. 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.
46. (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.

The Board of Directors may appoint any individual to be an alternate Director to act for a Director (hereinafter referred to as the ('Original Director')) during his absence for a period of not less than three months from the country in which the meetings of the Board are ordinarily held. An alternate Director so appointed shall not hold office as such for a period longer than that permissible to the Original Director and shall vacate office if and when the Original Director returns to the country in which meetings of the Board are ordinarily held. If the term of office of the Original Director is determined before he so returns to the State aforesaid, the provisions contained in the Act or these Articles for the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director but not to the alternate Director.

An alternate Director shall (except as regards power to appoint an alternate Director) be subject in all respects to the terms and conditions existing with reference to the Original Director in whose place he is appointed as an alternate Director and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting, notices of all resolutions proposed to be passed by circulations and notices of any meetings of committees of the Directors of which the Original Director (in whose place he is appointed as an alternate Director) is a member.

Subject to the provisions of the Act, the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement.

PROCEEDINGS OF THE BOARD

- 47.(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.

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- (iii) The Quorum for the meetings of the Board is Two.
- 48.(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.
49. 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.
- 50.(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 of their members to be Chairperson of the meeting.
- 51.(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.
- 52.(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.
- 53.(i) A committee may meet and adjourn as it thinks fit.
- (ii) 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.
54. 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.
55. 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.

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

56. Subject to the provisions of the Act, --

For **Bothe Windfarm Development Private Limited**



A handwritten signature in blue ink, appearing to be "Daya Shah".

Daya Shah
Company Secretary
Membership No. A38079

(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.

57. A provision of the Act or these regulations requiring or authorising 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

58.(i) The Board shall provide a Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Board shall provide for the custody of the seal for the time being.

(ii) The seal shall be affixed to any deed or other instrument only if: (a) authorized by a resolution of the Board or of a Committee, (b) signed by a person authorised to sign as per the resolution and (c) be affixed in the presence of such authorised person, provided nevertheless that any instrument bearing the seal of the company and issued for valuable consideration shall be binding on the company notwithstanding any irregularity in affixture thereof.

ACCOUNTS

59.(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 authorised by the Board or by the company in general meeting.

WINDING UP

60. Winding up when necessary will be done in accordance with the requirements of the Companies Act, 2013 or statutory modification thereto.

INDEMNITY

61. 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.

For **Bothe Windfarm Development Private Limited**





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OTHERS

62.(a) DEMATERIALIZATION OF SECURITIES

- (i) Notwithstanding anything contained herein, the Company shall be entitled to dematerialize and rematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and any amendment made thereto including regulations from time to time and to offer its shares, debentures and other securities for subscription in a dematerialized form.
- (ii) All securities held by a depository shall be in fungible form.
- (iii) The depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of securities on behalf of a beneficial owner.
- (iv) Every person holding securities and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner shall be entitled to all the rights and benefits and shall be subject to all the liabilities in respect of such of his securities that are held by the depository.

(b) SECRECY CLAUSE

(i) No member shall be entitled to require discovery of or any information respecting any details of the Company's trading or any other matter which may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the directors it will not be expedient in the interest of the Company to communicate the same.

(ii) Every director, manager, Auditor, member of any committee, officer, servant, agent, accountant, employee or other persons employed in the business of the Company shall, if so required by the Board of directors, before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions and business of the Company and in all matters relating thereto and shall by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so either by directors or by law and except so far as may be necessary in order to comply with any of the provisions contained in the Memorandum and Articles of the Company.

(c) GENERAL AUTHORITY

Wherever in the applicable provisions under the Act it has been provided that any company shall have any right, privilege or authority or that any company could carry out any transaction only if the company is authorised by its Articles of Association, then and in that case this regulation hereby authorises and empowers the Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Act without there being any other specific regulation in that behalf herein provided.

(d) AUDIT

(a) The first Auditor of the Company shall be appointed by the Board of Directors within one month from the date of registration of the Company and the Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.

(b) At first Annual General Meeting, the Company shall appoint an Auditor to hold Office from the conclusion of the Meeting till the conclusion of its sixth Annual General Meeting and thereafter till the conclusion of every six meetings.

For **Bothe Windfarm Development Private Limited**



A handwritten signature in blue ink, appearing to be "Daya Shah".

Daya Shah
Company Secretary
Membership No. A38079

(c) The remuneration of the Auditor shall be fixed by the Company in the Annual General Meeting or in such manner as the Company in the Annual General Meeting may determine. In case of an Auditor appointed by the Board, his remuneration shall be fixed by the Board.

*(Altered vide resolution passed at the Extraordinary General Meeting of the Members held on March 24, 2021).

***(Altered vide resolution passed at the Extraordinary General Meeting of the Members held on September 17, 2024).

For **Bothe Windfarm Development Private Limited**



Daya Shah
Company Secretary
Membership No. A38079

Names, Addresses, Description and Occupation of Subscribers	Signature of Subscriber	Witness to signatures with address and description
<p>ARVIND BANSAL</p> <p>S/O SHRI GIAN CHAND BANSAL</p> <p>31, EDEN BUNGALOW NEAR HIRANANDANI SCHOOL,</p> <p>MUMBAI – 400 076</p> <p>OCCUPATION: BUSINESS</p>	<p>Sd/-</p>	
<p>SURAJBARI WINDFARM DEVELOPMENT PRIVATE LIMITED</p> <p>6/5, PADMANABH NAGAR</p> <p>2ND STREET, ADYAR</p> <p>CHENNAI – 600 020</p>	<p>For Surajbari Windfarm Development Private Limited</p> <p>Sd/-</p> <p>Authorised Signatory</p>	<p>WITNESS TO SERIAL NO. 1 & 2</p> <p>SD/-</p> <p>MAHENDRA MALVIYA</p> <p>S/O SATYANARAYAN MALVIYA</p> <p>COMPANY SECRETARY</p> <p>SURAJBARI WINDFARM DEVELOPMENT PRIVATE LIMITED</p> <p>6/5, PADMANABHA NAGAR, 2ND STREET, ADYAR, CHENNAI – 600 020</p>

For Bothe Windfarm Development Private Limited



Daya Shah
Company Secretary
Membership No. A38079

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

BOTHE WINDFARM DEVELOPMENT PRIVATE LIMITED

(I) The name of the Company is “**BOTHE WINDFARM DEVELOPMENT PRIVATE LIMITED**”.

(II) The Registered Office of the Company will be situated in the State of **MAHARASHTRA** i.e. within the jurisdiction of the Registrar of Companies, Maharashtra, at Mumbai.

(III) The objects for which the company is established are:

A. The Main objects to be pursued by the company on its incorporation are:

1. **To carry on the business of Power Generation, Distribution, Transmission and Supply of Power and in particular to develop windfarms, solar farms, wind solar hybrid power project and projects of other non-conventional sources.
2. **To carry on the business of power generation and to generate, receive, purchase, develop, use, sell, supply, distribute and accumulate electric power and to transmit, distribute and supply such power through transmission lines and facilities and generally to develop, generate and accumulate power at any place or places and to transmit, distribute, sell and supply such power and to carry on the business to assemble, import, export, buy, sell, and to act as contractors, agents, brokers, suppliers, repairers and to deal in all types of turbines, generators, electricity generators and to carry on the business of providing, operating and maintaining facilities relating to power generation plants including among other things responsibility for day to day operations, routine maintenance and management of facilities and to engage in the business of power generation, trading and supply of electricity including through Open Access, Captive/ Group Captive model as per Electricity Act/ Indian Electricity Rules/ applicable guidelines by purchase, lease, installation, and operation of wind electricity generation plants and associated infrastructure anywhere in India.

B. Objects incidental or ancillary to the attainment of the main objects.

1. To acquire from any person, firm or body corporate whether in India or elsewhere, technical information, know-how, processes, engineering, manufacturing and operating data, plant layout and blue prints useful for the design, erection and operation of plant required for any of the business of the company and to acquire and grant licences and other rights benefits in the foregoing matters and things.
2. To arrange collaboration between any foreign party or concern and the company or any other Indian parties or to act as trustees for foreign or Indian investors and collaborators and to carry out terms of the arrangements, concessions or privileges or to obtain technical know-how, designs and other assistance, and to give the benefits of such technical know-how to others in collaboration with the company in connection with the business of the company.

For **Bothe Windfarm Development Private Limited**





Daya Shah
Company Secretary
Membership No. A38079

3. To participate in the formation, management supervision or control of the business operations of any other Company, firm or person. The Company shall not however be manager or managing agent of any other company.
4. To undertake the research and development work and also render design and engineering services in any or all branches of engineering.
5. To do all or any of the things in any part of the world as principals, agents, contractors, or otherwise and or through agents or otherwise and either alone or in conjunction with others, as may appear to be incidental or conducive to the attainment of the main objects.
6. To acquire for the purpose of the company by purchase, lease, exchange or otherwise any estates, lands, buildings and hereditaments of any tenure or description and any estate or interest therein, and any rights over or connected with land and either to retain the same for the purpose of the company's business or to turn the same account as may seem expedient.
7. To apply for, purchase or otherwise acquire any patents, Brevets 'D' inventions, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights, to use the same or any secret or other information, which may seem capable of being used for any of the purposes, of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use, exercise, develop or grant license in respect of or otherwise turn to account, the property, rights or information so acquired.
8. Subject to the provisions of the act to lend money, either with or without security and generally to such persons and upon such terms and conditions as the company may think fit and also to invest the money of the company, not immediately required, in such manner and from time to time as may be determined, provided that the company shall not carry on the business of banking as provided in the Banking Regulation Act. 1949.
9. To adopt such means of making known the products of the company as may seems expedient and in particulars by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations, subject to the provisions of the Companies Act 1956.
10. To donate or gift in cash or kind for any national, charitable, benevolent, public or useful purpose or to any institution, club, society, research association, fund university, college or any other person or body other than for political purpose.
11. To acquire and undertake all party of the business, property and liabilities of any person of company carrying on any business which this company is authorised to carry on or possessed of property suitable for the purpose of the company.
12. To enter into any arrangement with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the company's objects or any of them and obtain from any such Government or authority all rights, concessions and privileges which
13. The company may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

For **Bothe Windfarm Development Private Limited**





Daya Shah
Company Secretary
Membership No. A38079

14. To amalgamate or enter into partnership or into any arrangement for sharing profits, losses or into any union of interest, joint ventures, reciprocal concession or co-operation with any person or persons, company or companies carrying on or engaged in or about to carry on or engage in or being authorised to carry on or engage in any business or transaction which this company is authorised to carry on.
15. To purchase take on lease or in, exchange, hire or otherwise acquire any immovable property and any rights or privileges which the company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the company's property or rights for the time being.
16. To sell or dispose of the undertaking of the company or any thereof for such consideration as the company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part, similar to those of this company.
17. To borrow, raise or secure the payment of money from banks, financial institutions, companies, firms and individuals or to receive money on deposit at interest from Members / Directors for any of the purpose of the company and at such time or times and in such manner as may be thought fit and in particular by the issue of debenture stock, perpetual or otherwise, including debentures or debentures stock, convertible into shares of this or any other company or perpetual annuities and as security for any such money so borrowed, raised or received or of any such debentures or debentures stock so issued, to mortgage, pledge or charge the whole or any part of the property, assets or revenue and profits of the company, present or future including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of the sale and other powers as may seem expedient and to purchase, redeem or pay off any such securities.
18. **To provide guarantee(s) in favour of any one with or without security on such terms and conditions as may be deemed proper, but not to do banking business as defined by the Banking Regulation Act, 1949.
19. To pay all the costs, charges and expense of and incidental to the promotion and formation, registration and establishment of this or any other company, and the issue of its capital.
20. Subject to the provisions of the Act, to take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this company.
21. To draw, make, accept, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
22. To distribute in specie or in kind any of the properties of the company among the members in the event of winding up of the company.
23. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal in all or any part of the property and right of the company.

For **Bothe Windfarm Development Private Limited**



A handwritten signature in blue ink, appearing to be "Daya Shah".

Daya Shah
Company Secretary
Membership No. A38079

24. To send out to Foreign Countries, Directors, Employees or any other persons for investigating possibilities of any business, trade or for procuring and buying and machinery or for training or studying, or carrying out research or establishing trade connection or in promoting the interests of the company and to pay all expenses incurred in this connection.
25. To purchase, take on lease or hire, import, build, repair, renovate, recondition, replace, alter, improve, exchange, let out hire, sell or export, Plant and Machinery, Tools Apparatus, Equipment materials, all types of vehicles and vans, other motor vehicles, spare parts and components capable of being used in the business of the company.

C. Other Objects not included in (A) and (B) above;

1. To construct, purchase, acquire, hire, hold, let sell, take on lease dispose of equip, improve, work, operate, use, develop, invest in administer, control and supervise any roads, ports, inland waterways, minor ports, inland ports, rail system, water supply project, sanitation and sewerage systems.
2. To set up, construct, acquire, take on lease, sell or operate any Coke Ovens, Coal Washeries, Coal Mines and generally carry on all other activities in connection with the extraction and sale of coal and coke in all forms in India or aboard.
**(Altered vide resolution passed at the Extraordinary General Meeting of the Members held on March 24, 2021).
3. To carry on the business of imports and exports of all kinds of goods in accordance with the policies of Government of India.
4. To undertake projects on turnkey basis in India or abroad and to import, export and deal in projects for the company or other parties.
5. To export, import, buy, sell, develop and deal in all types of software.
6. To carry on the business of Travel agents, tour conductors and promoters, booking agents on behalf of Airlines, shipping companies, Railways, Transport organisations in India and abroad.
7. To import, export, buy, sell and otherwise deal in all kinds of garments, apparels fabrics made from cotton, wool, artificial fibers, textiles, hosiery and embroideries.

(IV) The liability of the members is limited.

(V) *"The Authorized Capital of the Company is Rupees 2,150,000,000/- (Rupees Two Hundred Fifteen Crores Only) divided into 215,000,000 (Twenty One Crores Fifty Lakhs) Equity Shares of Rupees 10/- (Rupees Ten Only) each.

The Company shall have power, from time to time, to increase or reduce its capital. The shares forming the capital (original, increased or reduced) of the Company may be sub-divided, consolidated or divided into such classes, with any preferential, deferred, qualified, special or other rights, privileges or conditions attached thereto and be held upon such terms as may be determined by the Articles of Association and Regulations of the Company for the time being or otherwise."

(*Altered vide resolution passed at Extraordinary General Meeting of the Members held on December 10, 2012).

(**Altered vide resolution passed at Annual General Meeting of the Members held on September 17, 2024).

For **Bothe Windfarm Development Private Limited**



A handwritten signature in blue ink, appearing to be "Daya Shah".

Daya Shah
Company Secretary
Membership No. A38079

We, the several persons whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of the Memorandum of Association and we hereby respectively agree to take the number of shares in the capital of the company entered opposite to our respective names.

Names, Addresses, Description and Occupation of each Subscriber	Number of Equity shares taken by each Subscriber	Signature of Subscribers	Signature, Name, Address, Description & Occupation of Witness
ARVIND BANSAL S/O SHRI GIAN CHAND BANSAL 31, EDEN BUNGALOW NEAR HIRANANDANI SCHOOL, MUMBAI – 400 076 OCCUPATION: BUSINESS	100 (ONE HUNDRED)	Sd/-	WITNESS TO SERIAL NO. 1 & 2 SD/- MAHENDRA MALVIYA S/O SATYANARAYAN MALVIYA COMPANY SECRETARY SURAJBARI WINDFARM DEVELOPMENT PRIVATE LIMITED 6/5, PADMANABHA NAGAR, 2 ND STREET, ADYAR, CHENNAI – 600 020
SURAJBARI WINDFARM DEVELOPMENT PRIVATE LIMITED 6/5, PADMANABH NAGAR 2 ND STREET, ADYAR CHENNAI – 600 020	9,900 (NINE THOUSAND NINE HUNDRED)	For Surajbari Windfarm Development Private Limited Sd/- Authorised Signatory	
TOTAL	10,000 (TEN THOUSAND)		

MUMBAI, DATED THIS, 10TH DAY OF MAY, 2011

[Subscribed by Mr. Arvind Bansal, Director of Surajbari Windfarm Development Private Limited in pursuant of Board Resolution passed on May 4th, 2011.]

For **Bothe Windfarm Development Private Limited**




Daya Shah
 Company Secretary
 Membership No. A38079

DJ ENERGY PRIVATE LIMITED

Date: September 17, 2024

Unit no. 101, 1st floor, Signature Building,
Plot no. 13 B, Road 1C, Zone 1, Gift SEZ,
Gift City, Gandhinagar - 382355

Dear Sir/Madam,

Sub: Intimation for alteration of Articles of Association of DJ Energy Private Limited

We wish to intimate that the Annual General Meeting of DJ Energy Private Limited was held today, i.e., September 17, 2024, and Members of the Company approved the alteration of Articles of Association of the Company. A copy of the altered Articles of Association is enclosed herewith.

We request you to take this on your records.

Thanking you,

Yours truly,
For DJ Energy Private Limited

R. Bajpai

Roohee Bajpai
Company Secretary
Membership Number: A70438
Encl: As above.



***THE COMPANIES ACT, 2013**
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
DJ ENERGY PRIVATE LIMITED

1. *The regulation contained in Table "F" of the Company Act 2013 shall be the Articles of Association of the Company in so far as they are applicable to a Private Company, subject to the modifications mentioned here under.

I. INTERPRETATION

(1) In these regulations --

(a) "the Act" means the Companies Act, 2013,

(2) 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.

II. SHARE CAPITAL AND VARIATION OF RIGHTS

1. The Company is a Private Company within the meaning of Section 2 (68) of the Companies Act, 2013, and

(i) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing;

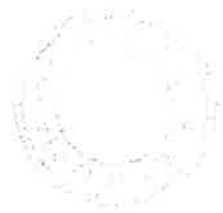
(ii) The number of members of the Company (exclusive of persons who are in the employment of the Company, and persons who having been formerly in the employment of the Company, were members of the Company while in the employment and have continued to be members after the employment ceased) shall be limited to two hundred;

Provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company, they shall be treated as a single member, and

(iii) prohibits any invitation to the public to subscribe for any securities of the company;

2. The Authorized Capital shall be such amount as may be authorised by the Memorandum of Association of the Company from time to time.

For DJ Energy Private Limited



R.S. Bajpai

Roohee Bajpai

Company Secretary

Membership Number: A70438

- (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 subscribers 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 jointholders shall be sufficient delivery to all such holders.

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.

3. (i) 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.
- (ii) The provisions of Articles (2) and (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) 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,

For DJ Energy Private Limited



R.S. Bajpai

Roohee Bajpai
Company Secretary
Membership Number: A70438

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.

(ii) 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.

6. 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.
7. 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.

The Company shall, subject to provisions of the Companies Act has power to issue preference shares redeemable at the option of the Company or to issue share with disproportionate voting rights.

LIEN

8. (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 clause.
- (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.
9. 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.

For DJ Energy Private Limited



R. S. Bajpai

Roohee Bajpai
Company Secretary
Membership Number: A70438

10. (i) To give effect to any such sale, the Board may authorise 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.
11. (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.

ALLS ON SHARES

12. 12.(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:

TRANSFER OF SHARES

13. 13.(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.
14. The Board may, subject to the right of appeal conferred by section 58 decline to register --
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the company has a lien.
15. The Board of Directors may at their absolute and uncontrolled discretion decline or acknowledge any transfer of a share or shares, and shall not be bound to give any reason for such refusal.

The Board may decline to recognise any instrument of transfer unless –

- (c) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
- (d) the instrument of transfer is accompanied by the certificate of the shares to which it relates,



For DJ Energy Private Limited

R. Bajpai

Roohee Bajpai
Company Secretary
Membership Number: A70438

and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

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

16. 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 formore than forty-five days in the aggregate in any year.

***16A. Notwithstanding anything to the contrary contained herein, (i) any restrictions or consents required from the directors of the Company under these Articles with respect to transferability of any shares of the Company, shall not be applicable to the creation of any pledge on the shares of the Company in favour of any lender or note holder (or their trustee) or hedge bank (or their trustee) of the Company or its affiliates pursuant to any financing arrangements executed by the Company or its affiliates, or to the transfer of any shares of the Company to any other entity pursuant to the enforcement of such pledge created in favour of such lender or note holder or hedge bank to secure the debt availed by the Company or its affiliates and (ii) the Company shall register any transfer of securities as a result of the enforcement of such security interest pursuant to any such financing arrangement*

TRANSMISSION OF SHARES

17. 17.(i) On the death of a member, the survivor or survivors where the member was a joint holder, and hisnominee or nominees or legal representatives where he was a sole holder, shall be the only personsrecognised 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 respectof any share which had been jointly held by him with other persons.
18. 18.(i) Any person becoming entitled to a share in consequence of the death or insolvency of a membermay, 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 wouldhave had, if the deceased or insolvent member had transferred the share before his death or insolvency.
19. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, heshall deliver or send to the company a notice in writing signed by him stating that he so elects.

For DJ Energy Private Limited



R.S. Bajpai

Roohee Bajpai
Company Secretary
Membership Number: A70438

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) If 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.

20. 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.

ALTERATION OF CAPITAL

21. 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.
22. 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.
23. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to:-
- a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or

For DJ Energy Private Limited



Rs. Baypai

Roohee Bajpai

Company Secretary

Membership Number: A70438

- b) employees under any scheme of employees' stock option; or
- c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

3) Subject to the provisions of the Act and the Rules prescribed, the Company shall have the power, to issue sweat equity shares to its employees and/or Directors on such terms and conditions and in such manner as may be prescribed by law from time to time.

24. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --
- (a) its share capital;
 - (b) any capital redemption reserve account; or
 - (c) any share premium account.

CAPITALISATION OF PROFITS

25. (i) The company in general meeting, subject to the provisions of section 63 of the Companies Act 2013 may, issue fully paid up bonus shares.

BUY-BACK OF SHARES

26. 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

27. All general meetings other than annual general meeting shall be called extraordinary general meeting.
28. (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.

**A General Meeting may be called by giving not less than 5 days' notice either in writing or through electronic mode. However, the said General Meeting may be called after giving

For **DJ Energy Private Limited**



R. S. Bajpai

Roohee Bajpai
Company Secretary
Membership Number: A70438

shorter notice either in writing or through electronic mode if consent is given by such number of members who represent not less than ninety-five percent of the voting rights of the company.

PROCEEDINGS AT GENERAL MEETINGS

29. (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) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
30. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
31. 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.
32. 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.

ADJOURNMENT OF MEETING

33. (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

34. 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.

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Roohee Bajpai
Company Secretary
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PROXY

35. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised 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.
36. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
37. 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

38. The number of the directors shall not be less than two and not more than fifteen including technical, nominated, and additional directors.

The first directors of the company shall be:

1. Mr. Kamlesh Durgachand Shah
2. Mr. Meena Kamlesh Shah
3. Mr. Balan Nagaraju

The Directors may from time to time, appoint one or more of their body to the office of the Managing Director for one or more of the divisions of the business carried on by the Company and to enter into agreement with him in such terms and conditions as they may deem fit.

39. (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.

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40. 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.
41. 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.
42. 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.
43. (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.

The Board of Directors may appoint any individual to be an alternate Director to act for a Director (hereinafter referred to as the ('Original Director')) during his absence for a period of not less than three months from the country in which the meetings of the Board are ordinarily held. An alternate Director so appointed shall not hold office as such for a period longer than that permissible to the Original Director and shall vacate office if and when the Original Director returns to the country in which meetings of the Board are ordinarily held. If the term of office of the Original Director is determined before he so returns to the State aforesaid, the provisions contained in the Act or these Articles for the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director but not to the alternate Director.

An alternate Director shall (except as regards power to appoint an alternate Director) be subject in all respects to the terms and conditions existing with reference to the Original Director in whose place he is appointed as an alternate Director and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting, notices of all resolutions proposed to be passed by circulation and notices of any meetings of committees of the Directors of which the Original Director (in whose place he is appointed as an alternate Director) is a member.

Subject to the provisions of the Act, the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement.

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PROCEEDINGS OF THE BOARD

44. (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 the meetings of the Board is Two.
45. (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.
46. 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.
47. (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 of their members to be Chairperson of the meeting.
48. (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.
49. (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.
50. (i) A committee may meet and adjourn as it thinks fit.

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(ii) 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.

51. 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.

52. 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.

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

53. 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.

54. A provision of the Act or these regulations requiring or authorising 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

55. (i) The Board shall provide a Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Board shall provide for the custody of the seal for the time being.

(ii) The seal shall be affixed to any deed or other instrument only if: (a) authorized by a resolution of the Board or of a Committee, (b) signed by a person authorised to sign as per the resolution and (c) be affixed in the presence of such authorised person, provided nevertheless that any instrument bearing the seal of the company and issued for valuable consideration

For DJ Energy Private Limited



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shall be binding on the company notwithstanding any irregularity in affixture thereof.

ACCOUNTS

56. (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 authorised by the Board or by the company in general meeting.

WINDING UP

57. Winding up when necessary will be done in accordance with the requirements of the Companies Act, 2013 or statutory modification thereto.

INDEMNITY

58. 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

59. (a) DEMATERIALIZATION OF SECURITIES

- (i) Notwithstanding anything contained herein, the Company shall be entitled to dematerialize and rematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and any amendment made thereto including regulations from time to time and to offer its shares, debentures and other securities for subscription in a dematerialized form.
- (ii) All securities held by a depository shall be in fungible form.
- (iii) The depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of securities on behalf of a beneficial owner.
- (iv) Every person holding securities and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner shall be entitled to all the rights and benefits and shall be subject to all the liabilities in respect of such of his securities that are held by the depository.

(b) SECRECY CLAUSE

- (i) No member shall be entitled to require discovery of or any information respecting any details of the Company's trading or any other matter which may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the directors it will not be expedient in the interest of the

For DJ Energy Private Limited



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Company to communicate the same.

(ii) Every director, manager, Auditor, member of any committee, officer, servant, agent, accountant, employee or other persons employed in the business of the Company shall, if so required by the Board of directors, before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions and business of the Company and in all matters relating thereto and shall by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so either by directors or by law and except so far as may be necessary in order to comply with any of the provisions contained in the Memorandum and Articles of the Company.

(c) GENERAL AUTHORITY

Wherever in the applicable provisions under the Act it has been provided that any company shall have any right, privilege or authority or that any company could carry out any transaction only if the company is authorised by its Articles of Association, then and in that case this

regulation hereby authorises and empowers the Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Act without there being any other specific regulation in that behalf herein provided.

(d) AUDIT

(a) The first Auditor of the Company shall be appointed by the Board of Directors within one month from the date of registration of the Company and the Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.

(b) At first Annual General Meeting, the Company shall appoint an Auditor to hold Office from the conclusion of the Meeting till the conclusion of its sixth Annual General Meeting and thereafter till the conclusion of every six meetings.

(c) The remuneration of the Auditor shall be fixed by the Company in the Annual General Meeting or in such manner as the Company in the Annual General Meeting may determine. In case of an Auditor appointed by the Board, his remuneration shall be fixed by the Board.

*Altered vide special resolution passed at the Extraordinary General Meeting held on March 24, 2021

** *Altered vide Special Resolution passed at the Annual General Meeting held on 17th September, 2024*

For DJ Energy Private Limited



R.s. Bajpai

Roohee Bajpai
Company Secretary
Membership Number: A70438

Sl. No.	Name, address, description and occupation of subscribers	Signature of Subscribers	Name, address, description and occupation of witness
1.	KAMLESH DURAGCHAND SHAH S/O SRI DURAGCHAND JIVAJI SHAH 52/54, C.P.TANK ROAD, MUMBAI-400004 OCCUPATION-BUSINESS AGE - 35 YEARS	Sd/-	I hereby witness the signature of all the subscribers Sd/- Sanjay Kumar Parida, CA Membership No. 093202 S/o Sh. Dhaneswar Parida P-2, Pillanji, Sarojini Nagar, New delhi-110022
2.	MEENA KAMLESH SHAH W/O KAMLESH SHAH 52/54, C.P.TANK ROAD, MUMBAI-400004 OCCUPATION-HOUSEWIFE AGE - 34 YEARS	Sd/-	

PLACE: NEW DELHI

DATED: THIS 4TH DAY OF JULY, 2008

For DJ Energy Private Limited



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Roohee Bajpai
Company Secretary
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Sl. No.	Name, address, description and occupation of subscribers	Signature of Subscribers	Name, address, description and occupation of witness
3.	BALAN NAGARAJU S/O LATE SHRI K.BALAN 154/70,SEC-3, D.I.Z AREA GOLE MARKET NEW DELHI-110001 OCCUPATION : BUSINESS AGE : 34 YEARS	Sd/-	I hereby witness the signature of all the subscribers Sd/- Sanjay Kumar Parida, CA Membership No.093202 S/o Sh. Dhaneswar Parida P-2, Pillanji, Sarojini Nagar, New delhi-110022
4.	KANDALA RAVI KUMAR S/O K.SESHADRI FLAT NO.201, SHAKEELA LAHERI APARTMENT, ANAND NAGAR COLONY, KHAIRATABAD HYDERABAD-4 OCCUPATION : SERVICE AGE : 42 YEARS	Sd/-	
5	M.NEERAJA W/O MANUKONDA P. DAS FLAT NO. 254, SREE VINAYAK APTS, PLOT NO. 5C, SEC-22, DWARKA NEW DELHI-110075 OCCUPATION-HOUSEWIFE AGE - 35 YEARS	Sd/-	

PLACE: NEW DELHI

DATED: THIS 4TH DAY OF JULY, 2008



For DJ Energy Private Limited

R.s. Bajpai

Roohee Bajpai
Company Secretary
Membership Number: A70438

Sl. No.	Name, address, description and occupation of subscribers	Signature of Subscribers	Name, address, description and occupation of witness
6	C.SENTHIL KUMAR S/O T.S.CHIDAMBARAM 22,FEROZ SHAH ROAD 504,SILVER ARCH(APTS) NEW DELHI-110001 OCCUPATION : BUSINESS AGE : 28 YEARS	Sd/-	I hereby witness the signature of all the subscribers Sd/- Sanjay Kumar Parida , CAMembership No.093202 S/o Sh. Dhaneswar Parida P-2, Pillanji , Sarojini Nagar , New delhi-110022
7	N.NAGAMANI W/O B.NAGARAJU AB-17, PANDARA ROAD NEW DELHI-110003 OCCUPATION-HOUSEWIFE AGE – 33 YEARS	Sd/-	
	TOTAL		

PLACE: NEW DELHI
DATED: THIS 4TH DAY OF JULY, 2008



For DJ Energy Private Limited

R. Bajpai

Roohee Bajpai
Company Secretary
Membership Number: A70438



UTTAR URJA PROJECTS PRIVATE LIMITED

Date: September 17, 2024

Unit no. 101, 1st floor, Signature Building,
Plot no. 13 B, Road 1C, Zone 1, Gift SEZ,
Gift City, Gandhinagar - 382355

Dear Sir/Madam,

Sub: Intimation for alteration of Articles of Association of Uttar Urja Projects Private Limited

We wish to intimate that the Annual General Meeting of Uttar Urja Projects Private Limited was held today, i.e., September 17, 2024, and Members of the Company approved the alteration of Articles of Association of the Company. A copy of the altered Articles of Association is enclosed herewith.

We request you to take this on your records.

Thanking you,

Yours truly,

For Uttar Urja Projects Private Limited

Tejas Padyal
Company Secretary
Membership Number: A69809



Encl: As above.

***THE COMPANIES ACT, 2013**
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
UTTAR URJA PROJECTS PRIVATE LIMITED

1. *The regulation contained in Table "F" of the Company Act 2013 shall be the Articles of Association of the Company in so far as they are applicable to a Private Company, subject to the modifications mentioned here under.

I. INTERPRETATION

(1) In these regulations --

(a) "the Act" means the Companies Act, 2013,

(2) 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.

II. SHARE CAPITAL AND VARIATION OF RIGHTS

1. The Company is a Private Company within the meaning of Section 2 (68) of the Companies Act, 2013, and

(i) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing;

(ii) The number of members of the Company (exclusive of persons who are in the employment of the Company, and persons who having been formerly in the employment of the Company, were members of the Company while in the employment and have continued to be members after the employment ceased) shall be limited to two hundred;

Provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company, they shall be treated as a single member, and

(iii) prohibits any invitation to the public to subscribe for any securities of the company;

2. The Authorized Capital shall be such amount as may be authorised by the Memorandum of Association of the Company from time to time.

For Uttar Urja Projects Private Limited



Tejas Padyal

Company Secretary

Membership No.: A69809



- (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 subscribers 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 jointholders shall be sufficient delivery to all such holders.

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.

3. (i) 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.
- (ii) The provisions of Articles (2) and (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.

For Uttar Urja Projects Private Limited



Tejas Padyal

Company Secretary

Membership No.: A69809



5. (i) 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.
- (ii) 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.
6. 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.
7. 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.
- The Company shall, subject to provisions of the Companies Act has power to issue preference shares redeemable at the option of the Company or to issue share with disproportionate voting rights.

LIEN

- 8.(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 clause.

- (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.

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

For Uttar Urja Projects Private Limited



Tejas Padyal

Company Secretary

Membership No.: A69809



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.
10. (i) To give effect to any such sale, the Board may authorise 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.
11. (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

12. (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.

TRANSFER OF SHARES

13. (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.
14. The Board may, subject to the right of appeal conferred by section 58 decline to register --
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve;
 - or
 - (b) any transfer of shares on which the company has a lien.
15. The Board of Directors may at their absolute and uncontrolled discretion decline or acknowledge any transfer of a share or shares, and shall not be bound to give any reason for such refusal.

For Uttar Urja Projects Private Limited



A handwritten signature in blue ink, appearing to read "Tejas Padyal".

Tejas Padyal
Company Secretary
Membership No.: A69809

The Board may decline to recognise any instrument of transfer unless –

- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (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.

16. 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.

**16A. Notwithstanding anything to the contrary contained herein, (i) any restrictions or consents required from the directors of the Company under these Articles with respect to transferability of any shares of the Company, shall not be applicable to the creation of any pledge on the shares of the Company in favour of any lender or note holder (or their trustee) or hedge bank (or their trustee) of the Company or its affiliates pursuant to any financing arrangements executed by the Company or its affiliates, or to the transfer of any shares of the Company to any other entity pursuant to the enforcement of such pledge created in favour of such lender or note holder or hedge bank to secure the debt availed by the Company or its affiliates and (ii) the Company shall register any transfer of securities as a result of the enforcement of such security interest pursuant to any such financing arrangement.

TRANSMISSION OF SHARES

17. (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 recognised 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.

18. (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.

For Uttar Urja Projects Private Limited



Tejas Padyal
Company Secretary
Membership No.: A69809

(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.

19. (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.

20. 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.

ALTERATION OF CAPITAL

21. 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.

22. 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.

For Uttar Urja Projects Private Limited



A handwritten signature in blue ink, appearing to read 'Tejas Padyal', written over a horizontal line.

Tejas Padyal

Company Secretary

Membership No.: A69809

23. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to:-

- a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
- b) employees under any scheme of employees' stock option; or
- c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

(2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

(3) Subject to the provisions of the Act and the Rules prescribed, the Company shall have the power, to issue sweat equity shares to its employees and/or Directors on such terms and conditions and in such manner as may be prescribed by law from time to time.

24. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --

- (a) its share capital;
- (b) any capital redemption reserve account; or
- (c) any share premium account.

CAPITALISATION OF PROFITS

25.(i) The company in general meeting, subject to the provisions of section 63 of the Companies Act 2013 may, issue fully paid up bonus shares.

BUY-BACK OF SHARES

26. 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

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

28. i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

For Uttar Urja Projects Private Limited



A handwritten signature in blue ink, appearing to read 'Tejas Padyal', written over a horizontal line.

Tejas Padyal
Company Secretary
Membership No.: A69809

- (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.

**A General Meeting may be called by giving not less than 5 days' notice either in writing or through electronic mode. However, the said General Meeting may be called after giving shorter notice either in writing or through electronic mode if consent is given by such number of members who represent not less than ninety-five percent of the voting rights of the company.

PROCEEDINGS AT GENERAL MEETINGS

- 29.(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) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
30. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
31. 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.
32. 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.

ADJOURNMENT OF MEETING

33. (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.

For Uttar Urja Projects Private Limited



Tejas Padyal
Company Secretary
Membership No.: A69809

VOTING RIGHTS

34. 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.

PROXY

35. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised 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.
36. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
37. 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

38. The number of the directors shall not be less than two and not more than fifteen including technical, nominated, and additional directors.

The first directors of the company shall be:

1. Mr. Ravindra Khanduja
2. Mrs. Anjana Khanduja

The Directors may from time to time, appoint one or more of their body to the office of the Managing Director for one or more of the divisions of the business carried on by the Company and to enter into agreement with him in such terms and conditions as they may deem fit.

39. (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.

For Uttar Urja Projects Private Limited



Tejas Padyal
Company Secretary
Membership No.: A69809

- (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.
40. 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.
41. 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.
42. 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.
43. (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.

The Board of Directors may appoint any individual to be an alternate Director to act for a Director (hereinafter referred to as the ('Original Director')) during his absence for a period of not less than three months from the country in which the meetings of the Board are ordinarily held. An alternate Director so appointed shall not hold office as such for a period longer than that permissible to the Original Director and shall vacate office if and when the Original Director returns to the country in which meetings of the Board are ordinarily held. If the term of office of the Original Director is determined before he so returns to the State aforesaid, the provisions contained in the Act or these Articles for the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director but not to the alternate Director.

An alternate Director shall (except as regards power to appoint an alternate Director) be subject in all respects to the terms and conditions existing with reference to the Original Director in whose place he is appointed as an alternate Director and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting, notices of all resolutions proposed to be passed by circulations and notices of any meetings of committees of the Directors of which the Original Director (in whose place he is appointed as an alternate Director) is a member.

For Uttar Urja Projects Private Limited



Tejas Padyal
Company Secretary
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Subject to the provisions of the Act, the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement.

PROCEEDINGS OF THE BOARD

- 44.(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 the meetings of the Board is Two.
- 45.(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.
46. 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.
- 47.(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 of their members to be Chairperson of the meeting.
- 48.(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.
- 49.(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.

For Uttar Urja Projects Private Limited



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Company Secretary
Membership No.: A69809

50.(i) A committee may meet and adjourn as it thinks fit.

(ii) 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 orcasting vote.

51. 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 beenduly appointed and was qualified to be a director.

52. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the membersof 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 Boardor committee, duly convened and held.

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

53. 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 thinks fit; andany chief executive officer, manager, company secretary or chief financial officer so appointed maybe 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.

54. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall notbe 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

55.(i) The Board shall provide a Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Board shall provide forthe custody of the seal for the time being.

(ii) The seal shall be affixed to any deed or other instrument only if: (a) authorized by a resolutionof the Board or of a Committee, (b) signed by a person authorised to sign as per the resolution and

(c) be affixed in the presence of such authorised person, provided nevertheless that any instrument bearing the seal of the company and issued for valuable consideration shall be binding on the company notwithstanding any irregularity in affixture thereof.



For Uttar Urja Projects Private Limited

Tejas Padyal

Company Secretary

Membership No.: A69809

ACCOUNTS

- 56.(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 authorised by the Board or by the company in general meeting.

WINDING UP

57. Winding up when necessary will be done in accordance with the requirements of the Companies Act, 2013 or statutory modification thereto.

INDEMNITY

58. 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

59.(a) DEMATERIALIZATION OF SECURITIES

- (i) Notwithstanding anything contained herein, the Company shall be entitled to dematerialize and rematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and any amendment made thereto including regulations from time to time and to offer its shares, debentures and other securities for subscription in a dematerialized form.
- (ii) All securities held by a depository shall be in fungible form.
- (iii) The depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of securities on behalf of a beneficial owner.
- (iv) Every person holding securities and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner shall be entitled to all the rights and benefits and shall be subject to all the liabilities in respect of such of his securities that are held by the depository.

(b) SECRECY CLAUSE

- (i) No member shall be entitled to require discovery of or any information respecting any details of the Company's trading or any other matter which may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the directors it will not be expedient in the interest of the Company to communicate the same.

For Uttar Urja Projects Private Limited



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Tejas Padyal
Company Secretary
Membership No.: A69809

(ii) Every director, manager, Auditor, member of any committee, officer, servant, agent, accountant, employee or other persons employed in the business of the Company shall, if so required by the Board of directors, before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions and business of the Company and in all matters relating thereto and shall by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so either by directors or by law and except so far as may be necessary in order to comply with any of the provisions contained in the Memorandum and Articles of the Company.

(c) GENERAL AUTHORITY

Wherever in the applicable provisions under the Act it has been provided that any company shall have any right, privilege or authority or that any company could carry out any transaction only if the company is authorised by its Articles of Association, then and in that case this regulation hereby authorises and empowers the Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Act without there being any other specific regulation in that behalf herein provided.

(d) AUDIT

(a) The first Auditor of the Company shall be appointed by the Board of Directors within one month from the date of registration of the Company and the Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.

(b) At first Annual General Meeting, the Company shall appoint an Auditor to hold Office from the conclusion of the Meeting till the conclusion of its sixth Annual General Meeting and thereafter till the conclusion of every six meetings.

(c) The remuneration of the Auditor shall be fixed by the Company in the Annual General Meeting or in such manner as the Company in the Annual General Meeting may determine. In case of an Auditor appointed by the Board, his remuneration shall be fixed by the Board.

*(Altered vide resolution passed at the Extraordinary General Meeting of the Members held on March 24, 2021)

** (Altered vide resolution passed at the Extraordinary General Meeting of the Members held on September 17, 2024)

For Uttar Urja Projects Private Limited



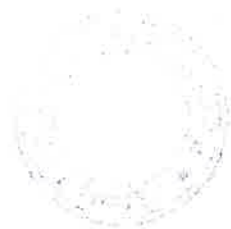
Tejas Padyal
Company Secretary
Membership No.: A69809

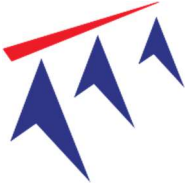
Sl. No.	Name, Address, Occupation and Description of Signatures of Subscriber	Signature of Subscribers	Name, Address, Description, Occupation and Signature of witness
1.	Ravinder Khanduja S/o Late GopalKrishan, R/o 7, Malviya Road, Dehradun Professional	Sd/-	<p style="text-align: center;">---Sd/---</p> <p style="text-align: center;">Naveen Kumar Gupta, FCA, M. No. 72386S/o Shri Phool Kumar Gupta 1, Madho Ram Building, Bindal BridgeChakrata Road. Dehradun (U.A.)</p>
2.	Anjana Khanduja W/o RavinderKhanduja, R/o 7, Malviya Road, Dehradun Housewife	Sd/-	

For Uttar Urja Projects Private Limited



Tejas Padyal
Company Secretary
Membership No.: A69809





Date: September 17, 2024

Unit no. 101, 1st floor, Signature Building,
Plot no. 13 B, Road 1C, Zone 1, Gift SEZ,
Gift City, Gandhinagar - 382355

Dear Sir/Madam,

Sub: Intimation for alteration of Articles of Association of Renewables Trinethra Private Limited

We wish to intimate that the Annual General Meeting of Renewables Trinethra Private Limited was held today, i.e., September 17, 2024, and Members of the Company approved the alteration of Articles of Association of the Company. A copy of the altered Articles of Association is enclosed herewith.

We request you to take this on your records.

Thanking you,

Yours truly,

For Renewables Trinethra Private Limited

SNEHAL

Digitally signed by
SNEHAL ANIL LOLAP

ANIL LOLAP

Date: 2024.09.17
17:12:13 +05'30'

Snehal Lolap

Company Secretary

Membership Number: A68210

Encl: As above.

***The Companies Act, 2013**
Company Limited by Shares
ARTICLES OF ASSOCIATION

OF
RENEWABLES TRINETHRA PRIVATE LIMITED

1. *The regulation contained in Table “F” of the Company Act 2013 shall be the Articles of Association of the Company in so far as they are applicable to a Private Company, subject to the modifications mentioned here under.

I. INTERPRETATION

- (1) In these regulations --
 - (a) “the Act” means the Companies Act, 2013,
- (2) 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.

II. SHARE CAPITAL AND VARIATION OF RIGHTS

1. The Company is a Private Company within the meaning of Section 2 (68) of the Companies Act, 2013, and
 - (i) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing;
 - (ii) The number of members of the Company (exclusive of persons who are in the employment of the Company, and persons who having been formerly in the employment of the Company, were members of the Company while in the employment and have continued to be members after the employment ceased) shall be limited to two hundred;

Provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company, they shall be treated as a single member, and

- (iii) prohibits any invitation to the public to subscribe for any securities of the company;

2. The Authorized Capital shall be such amount as may be authorised by the Memorandum of Association of the Company from time to time.

For Renewables Trinethra Private Limited

Sd/-

Snehal Lolap
Company Secretary
Membership No: A68210

- (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 subscribers 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.

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.

3. (i) 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.
- (ii) The provisions of Articles (2) and (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) 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.

For Renewables Trinethra Private Limited

Sd/-

Snehal Lolap
Company Secretary
Membership No: A68210

- (ii) 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.
6. 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.
7. 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.

The Company shall, subject to provisions of the Companies Act has power to issue preference shares redeemable at the option of the Company or to issue share with disproportionate voting rights.

LIEN

- 8.(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 clause.
- (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.
9. 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.
10. (i) To give effect to any such sale, the Board may authorise 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.

For Renewables Trinethra Private Limited

Sd/-

Snehal Lolap
Company Secretary
Membership No: A68210

- 11.(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

- 12.(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.

TRANSFER OF SHARES

- 13.(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.
14. The Board may, subject to the right of appeal conferred by section 58 decline to register --
(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
(b) any transfer of shares on which the company has a lien.

15. The Board of Directors may at their absolute and uncontrolled discretion decline or acknowledge any transfer of a share or shares, and shall not be bound to give any reason for such refusal.

The Board may decline to recognise any instrument of transfer unless –

- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (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.
16. 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.

#16A. "Notwithstanding anything to the contrary contained herein, (i) any restrictions or consents required from the directors of the Company under these Articles with respect to transferability of any shares of the Company, shall not be applicable to the creation of any pledge on the shares of the Company in favour of any lender or note holder (or their trustee) or hedge bank (or their trustee) of the Company or its affiliates pursuant to any financing arrangements executed by the Company or its affiliates, or to the transfer of any shares of the Company to any

For Renewables Trinethra Private Limited

Sd/-

Snehal Lolap
Company Secretary
Membership No: A68210

other entity pursuant to the enforcement of such pledge created in favour of such lender or note holder or hedge bank to secure the debt availed by the Company or its affiliates and (ii) the Company shall register any transfer of securities as a result of the enforcement of such security interest pursuant to any such financing arrangement.”

TRANSMISSION OF SHARES

17.(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 recognised 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.

18.(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.

19. (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.

20. 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.

For Renewables Trinethra Private Limited

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Snehal Lolap
Company Secretary
Membership No: A68210

ALTERATION OF CAPITAL

21. 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.
22. 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.
- 23.(1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to:-
- a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
 - b) employees under any scheme of employees' stock option; or
 - c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.
- 2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.
- 3) Subject to the provisions of the Act and the Rules prescribed, the Company shall have the power, to issue sweat equity shares to its employees and/or Directors on such terms and conditions and in such manner as may be prescribed by law from time to time.
24. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --
- (a) its share capital;
 - (b) any capital redemption reserve account; or
 - (c) any share premium account.

CAPITALISATION OF PROFITS

- 25.(i) The company in general meeting, subject to the provisions of section 63 of the Companies Act 2013 may, issue fully paid up bonus shares.

For Renewables Trinethra Private Limited

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Snehal Lolap
Company Secretary
Membership No: A68210

BUY-BACK OF SHARES

26. 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

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

28. (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.

#A General Meeting may be called by giving not less than 5 days' notice either in writing or through electronic mode. However the said General Meeting may be called after giving shorter notice either in writing or through electronic mode if consent is given by such number of members who represent not less than ninety-five percent of the voting rights of the company.

PROCEEDINGS AT GENERAL MEETINGS

- 29.(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) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

30. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

31. 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.

32. 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.

ADJOURNMENT OF MEETING

33. (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.

For Renewables Trinethra Private Limited

Sd/-

Snehal Lolap
Company Secretary
Membership No: A68210

- (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

34. 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.

PROXY

35. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised 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.
36. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
37. 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

38. The number of the directors shall not be less than two and not more than fifteen including technical, nominated, and additional directors.

The first directors of the company shall be:

- 1. Mr. Nandiwada Venkatesan Venkataramanan
- 2. Mr. Raja Parthasarathy

The Directors may from time to time, appoint one or more of their body to the office of the Managing Director for one or more of the divisions of the business carried on by the Company and to enter into agreement with him in such terms and conditions as they may deem fit.

39. (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 –

For Renewables Trinethra Private Limited

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Snehal Lolap
Company Secretary
Membership No: A68210

- (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.
40. 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.
41. 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.
42. 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.
43. (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.

The Board of Directors may appoint any individual to be an alternate Director to act for a Director (hereinafter referred to as the ('Original Director')) during his absence for a period of not less than three months from the country in which the meetings of the Board are ordinarily held. An alternate Director so appointed shall not hold office as such for a period longer than that permissible to the Original Director and shall vacate office if and when the Original Director returns to the country in which meetings of the Board are ordinarily held. If the term of office of the Original Director is determined before he so returns to the State aforesaid, the provisions contained in the Act or these Articles for the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director but not to the alternate Director.

An alternate Director shall (except as regards power to appoint an alternate Director) be subject in all respects to the terms and conditions existing with reference to the Original Director in whose place he is appointed as an alternate Director and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting, notices of all resolutions proposed to be passed by circulations and notices of any meetings of committees of the Directors of which the Original Director (in whose place he is appointed as an alternate Director) is a member.

Subject to the provisions of the Act, the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement.

For Renewables Trinethra Private Limited

Sd/-

Snehal Lolap
Company Secretary
Membership No: A68210

PROCEEDINGS OF THE BOARD

- 44.(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 the meetings of the Board is Two.
- 45.(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.
46. 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.
- 47.(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 of their member to be Chairperson of the meeting.
- 48.(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.
- 49.(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.
- 50.(i) A committee may meet and adjourn as it thinks fit.
- (ii) 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.

For Renewables Trinethra Private Limited

Sd/-

Snehal Lolap
Company Secretary
Membership No: A68210

51. 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.
52. 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.

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

53. 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.
54. A provision of the Act or these regulations requiring or authorising 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

- 55.(i) The Board shall provide a Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Board shall provide for the custody of the seal for the time being.
- (ii) The seal shall be affixed to any deed or other instrument only if: (a) authorized by a resolution of the Board or of a Committee, (b) signed by a person authorised to sign as per the resolution and (c) be affixed in the presence of such authorised person, provided nevertheless that any instrument bearing the seal of the company and issued for valuable consideration shall be binding on the company notwithstanding any irregularity in affixture thereof.

ACCOUNTS

- 56.(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 authorised by the Board or by the company in general meeting.

For Renewables Trinethra Private Limited

Sd/-

Snehal Lolap
Company Secretary
Membership No: A68210

WINDING UP

57. Winding up when necessary will be done in accordance with the requirements of the Companies Act, 2013 or statutory modification thereto.

INDEMNITY

58. 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

59.(a) DEMATERIALIZATION OF SECURITIES

- (i) Notwithstanding anything contained herein, the Company shall be entitled to dematerialize and rematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and any amendment made thereto including regulations from time to time and to offer its shares, debentures and other securities for subscription in a dematerialized form.
- (ii) All securities held by a depository shall be in fungible form.
- (iii) The depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of securities on behalf of a beneficial owner.
- (iv) Every person holding securities and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner shall be entitled to all the rights and benefits and shall be subject to all the liabilities in respect of such of his securities that are held by the depository.

(b) SECRECY CLAUSE

- (i) No member shall be entitled to require discovery of or any information respecting any details of the Company's trading or any other matter which may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the directors it will not be expedient in the interest of the Company to communicate the same.
- (ii) Every director, manager, Auditor, member of any committee, officer, servant, agent, accountant, employee or other persons employed in the business of the Company shall, if so required by the Board of directors, before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions and business of the Company and in all matters relating thereto and shall by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so either by directors or by law and except so far as may be necessary in order to comply with any of the provisions contained in the Memorandum and Articles of the Company.

For Renewables Trinethra Private Limited

Sd/-

Snehal Lolap
Company Secretary
Membership No: A68210

(c) GENERAL AUTHORITY

Wherever in the applicable provisions under the Act it has been provided that any company shall have any right, privilege or authority or that any company could carry out any transaction only if the company is authorised by its Articles of Association, then and in that case this regulation hereby authorises and empowers the Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Act without there being any other specific regulation in that behalf herein provided.

(d) AUDIT

(a) The first Auditor of the Company shall be appointed by the Board of Directors within one month from the date of registration of the Company and the Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.

(b) At first Annual General Meeting, the Company shall appoint an Auditor to hold Office from the conclusion of the Meeting till the conclusion of its sixth Annual General Meeting and thereafter till the conclusion of every six meetings.

(c) The remuneration of the Auditor shall be fixed by the Company in the Annual General Meeting or in such manner as the Company in the Annual General Meeting may determine. In case of an Auditor appointed by the Board, his remuneration shall be fixed by the Board.

*Altered vide resolution passed at the Extraordinary General Meeting of the Members held on March 24, 2021.

Altered vide resolution passed at the Extraordinary General Meeting of the Members held on September 17, 2024

For Renewables Trinethra Private Limited

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Snehal Lolap
Company Secretary
Membership No: A68210

Subscriber Details					
S. No.	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1.	Continuum Wind Energy (India) Private Limited Represented by Mr. Nilesh Ramesh Patil, Occ: Vice President & Controller S/o Mr. Ramesh Dadaji Patil, Add : 203, Aradia CHS LTD, Kusumagraj Marg, Samata Nagar, Opp. Kailash Park Society, Thane, Maharashtra – 400 604.	AHAPP7956P	Mumbai	Digitally Signed (Sd/-)	29/05/2019
2.	Continuum MP Windfarm Development Private Limited Represented by Mr. Nandiwada Venkatesan Venkataramanan, Occ: Director S/o Mr. Venkatesan Venkata Subbaiah Nandiwada Add: A-402, 4 th Floor, Blue Haven, Chandivali, Raheja Vihar, Mumbai, Maharashtra – 400 072	ADSPN6512D	Mumbai	Digitally Signed (Sd/-)	29/05/2019

Signed Before Me					
Name	Address, Description and Occupation	DIN/PAN/Passport Number /Membership Number	Place	DSC	Dated
ACS	C Anuradha AG3 Ragamalika 26 Kumaran Colony Main Road, Vadapalani, Chennai – 600 026	38746	Mumbai	Digitally Signed (Sd/-)	29/05/2019

For Renewables Trinethra Private Limited

**SNEHAL ANIL
LOLAP**

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Snehal Lolap
Company Secretary
Membership No: A68210

TRINETHRA WIND AND HYDRO POWER PRIVATE LIMITED

Date: September 17, 2024

Unit no. 101, 1st floor, Signature Building,
Plot no. 13 B, Road 1C, Zone 1, Gift SEZ,
Gift City, Gandhinagar - 382355

Dear Sir/Madam,

Sub: Intimation for alteration of Articles of Association of Trinethra Wind and Hydro Power Private Limited

We wish to intimate that the Annual General Meeting of Trinethra Wind and Hydro Power Private Limited was held today, i.e., September 17, 2024, and Members of the Company approved the alteration of Articles of Association of the Company. A copy of the altered Articles of Association is enclosed herewith.

We request you to take this on your records.

Thanking you,

Yours truly,

For Trinethra Wind and Hydro Power Private Limited

N. H. Shah

Nayan Shah
Company Secretary
Membership Number: A63291



Encl: As above.

***The Companies Act, 2013**

Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

TRINETHRA WIND AND HYDRO POWER PRIVATE LIMITED

1. *The regulation contained in Table "F" of the Company Act 2013 shall be the Articles of Association of the Company in so far as they are applicable to a Private Company, subject to the modifications mentioned here under.

I. INTERPRETATION

(1) In these regulations --

(a) "the Act" means the Companies Act, 2013,

- (2) 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.

II. SHARE CAPITAL AND VARIATION OF RIGHTS

1. The Company is a Private Company within the meaning of Section 2 (68) of the Companies Act, 2013, and

(i) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing;

(ii) The number of members of the Company (exclusive of persons who are in the employment of the Company, and persons who having been formerly in the employment of the Company, were members of the Company while in the employment and have continued to be members after the employment ceased) shall be limited to two hundred;

Provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company, they shall be treated as a single member, and

(iii) prohibits any invitation to the public to subscribe for any securities of the company;

2. The Authorized Capital shall be such amount as may be authorised by the Memorandum of Association of the Company from time to time.

(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 subscribers 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, --

For Trinethra Wind And Hydro Power Private Limited

N.H. Shah

Company Secretary

ICSI Membership No. - A63291

- (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 jointholders shall be sufficient delivery to all such holders.

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.

3. (i) 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.
- (ii) The provisions of Articles (2) and (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) 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.
- (ii) 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.
6. 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.
7. 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.

For Trinethra Wind And Hydro Power Private Limited

N. H. Shah
Company Secretary

ICSI Membership No. - A63291

The Company shall, subject to provisions of the Companies Act has power to issue preference shares redeemable at the option of the Company or to issue share with disproportionate voting rights.

LIEN

- 8.(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 clause.
- (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.
9. 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.
10. (i) To give effect to any such sale, the Board may authorise 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.
11. (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

- 12.(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:

TRANSFER OF SHARES

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

For Trinethra Wind And Hydro Power Private Limited

N.H. Shah

Company Secretary

ICSI Membership No. - A 63291

(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.

14. The Board may, subject to the right of appeal conferred by section 58 decline to register --
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve;
 - or
 - (b) any transfer of shares on which the company has a lien.

15. The Board of Directors may at their absolute and uncontrolled discretion decline or acknowledge any transfer of a share or shares, and shall not be bound to give any reason for such refusal.

The Board may decline to recognise any instrument of transfer unless --

- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (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.

16. 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.

- #16A. Notwithstanding anything to the contrary contained herein, any restrictions under these Articles with respect to transferability of any shares of the Company, shall not be applicable to the creation of any pledge on the shares of the Company in favour of any lender or note holder (or their trustee) or hedge bank (or their trustee) of the Company or to the transfer of any shares of the Company to any other entity pursuant to the enforcement of such pledge created in favour of such lender or note holder or hedge bank to secure the debt availed by the Company

TRANSMISSION OF SHARES

- 17.(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 recognised 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.

- 18.(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.

For Trinethra Wind And Hydro Power Private Limited

N. H. Shah
Company Secretary
ICSI Membership No. - A63291

19. (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.
20. 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.

ALTERATION OF CAPITAL

21. 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.
22. 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.
23. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to:-
- a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
 - b) employees under any scheme of employees' stock option; or
 - c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.
- 2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

For Trinethra Wind And Hydro Power Private Limited

N. H. Shah

Company Secretary

ICSI Membership No. - A63291

- 3) Subject to the provisions of the Act and the Rules prescribed, the Company shall have the power, to issue sweat equity shares to its employees and/or Directors on such terms and conditions and in such manner as may be prescribed by law from time to time.
24. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --
- (a) its share capital;
 - (b) any capital redemption reserve account; or
 - (c) any share premium account.

CAPITALISATION OF PROFITS

- 25.(i) The company in general meeting, subject to the provisions of section 63 of the Companies Act 2013 may, issue fully paid up bonus shares.

BUY-BACK OF SHARES

26. 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

27. All general meetings other than annual general meeting shall be called extraordinary general meeting.
28. 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.

A General Meeting may be called by giving not less than 5 days' notice either in writing or through electronic mode. However the said General Meeting may be called after giving shorter notice either in writing or through electronic mode if consent is given by such number of members who represent not less than ninety-five percent of the voting rights of the company.

PROCEEDINGS AT GENERAL MEETINGS

- 29.(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) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
30. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
31. 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.

For Trinethra Wind And Hydro Power Private Limited

N.H. Shah
Company Secretary
ICSI Membership No. - A63291

32. 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.

ADJOURNMENT OF MEETING

33. (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

34. 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.

PROXY

35. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised 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.
36. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
37. 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

38. The number of the directors shall not be less than two and not more than fifteen including technical, nominated, and additional directors.

The first directors of the company shall be:

1. Mr. N N Yuvaraj
2. Mrs. Arpitha Yuvaraj

For Trinethra Wind And Hydro Power Private Limited

N.H. Shah
Company Secretary
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The Directors may from time to time, appoint one or more of their body to the office of the Managing Director for one or more of the divisions of the business carried on by the Company and to enter into agreement with him in such terms and conditions as they may deem fit.

39. (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.

40. 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.

41. 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.

42. 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.

43. (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.

The Board of Directors may appoint any individual to be an alternate Director to act for a Director (hereinafter referred to as the ('Original Director')) during his absence for a period of not less than three months from the country in which the meetings of the Board are ordinarily held. An alternate Director so appointed shall not hold office as such for a period longer than that permissible to the Original Director and shall vacate office if and when the Original Director returns to the country in which meetings of the Board are ordinarily held. If the term of office of the Original Director is determined before he so returns to the State aforesaid, the provisions contained in the Act or these Articles for the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director but not to the alternate Director.

An alternate Director shall (except as regards power to appoint an alternate Director) be subject in all respects to the terms and conditions existing with reference to the Original Director in whose place he is appointed as an alternate Director and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting, notices of all resolutions proposed to be passed by circulations and notices of any meetings of committees of the Directors of which the Original Director (in whose place he is appointed as an alternate Director) is a member.

Subject to the provisions of the Act, the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement.

For Trinethra Wind And Hydro Power Private Limited

N. H. Shah
Company Secretary
ICSI Membership No. - A63291

PROCEEDINGS OF THE BOARD

- 44.(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 the meetings of the Board is Two.
- 45.(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.
46. 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.
- 47.(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 of their number to be Chairperson of the meeting.
- 48.(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.
- 49.(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.
- 50.(i) A committee may meet and adjourn as it thinks fit.
- (ii) 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.
51. 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.
52. 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

For Trinethra Wind And Hydro Power Private Limited

N.H. Shah
Company Secretary
ICSI Membership No. - A63291

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.

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

53. 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.

54. A provision of the Act or these regulations requiring or authorising 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

55.(i) The Board shall provide a Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Board shall provide for the custody of the seal for the time being.

(ii) The seal shall be affixed to any deed or other instrument only if: (a) authorized by a resolution of the Board or of a Committee, (b) signed by a person authorised to sign as per the resolution and

(c) be affixed in the presence of such authorised person, provided nevertheless that any instrument bearing the seal of the company and issued for valuable consideration shall be binding on the company notwithstanding any irregularity in affixture thereof.

ACCOUNTS

56.(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 authorised by the Board or by the company in general meeting.

WINDING UP

57. Winding up when necessary will be done in accordance with the requirements of the Companies Act, 2013 or statutory modification thereto.

INDEMNITY

58. 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.

For Trinethra Wind And Hydro Power Private Limited

N.H. Shah
Company Secretary
ICSI Membership No. - A63291

OTHERS

59.(a) DEMATERIALIZATION OF SECURITIES

- (i) Notwithstanding anything contained herein, the Company shall be entitled to dematerialize and rematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and any amendment made thereto including regulations from time to time and to offer its shares, debentures and other securities for subscription in a dematerialized form.
- (ii) All securities held by a depository shall be in fungible form.
- (iii) The depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of securities on behalf of a beneficial owner.
- (iv) Every person holding securities and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner shall be entitled to all the rights and benefits and shall be subject to all the liabilities in respect of such of his securities that are held by the depository.

(b) SECRECY CLAUSE

- (i) No member shall be entitled to require discovery of or any information respecting any details of the Company's trading or any other matter which may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the directors it will not be expedient in the interest of the Company to communicate the same.
- (ii) Every director, manager, Auditor, member of any committee, officer, servant, agent, accountant, employee or other persons employed in the business of the Company shall, if so required by the Board of directors, before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions and business of the Company and in all matters relating thereto and shall by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so either by directors or by law and except so far as may be necessary in order to comply with any of the provisions contained in the Memorandum and Articles of the Company.

(c) GENERAL AUTHORITY

Wherever in the applicable provisions under the Act it has been provided that any company shall have any right, privilege or authority or that any company could carry out any transaction only if the company is authorised by its Articles of Association, then and in that case this regulation hereby authorises and empowers the Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Act without there being any other specific regulation in that behalf herein provided.

(d) AUDIT

- (a) The first Auditor of the Company shall be appointed by the Board of Directors within one month from the date of registration of the Company and the Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.
- (b) At first Annual General Meeting, the Company shall appoint an Auditor to hold Office from the conclusion of the Meeting till the conclusion of its sixth Annual General Meeting and thereafter till the conclusion of every six meetings.
- (c) The remuneration of the Auditor shall be fixed by the Company in the Annual General Meeting or in such manner as the Company in the Annual General Meeting may determine. In case of an Auditor appointed by the Board, his remuneration shall be fixed by the Board.

**Altered vide resolution passed at the Extraordinary General Meeting of the Members held on March 24, 2021.*

Altered vide Special Resolution passed at Extra Ordinary General Meeting held on September 17, 2024.

For Trinethra Wind And Hydro Power Private Limited

N. H. Shah
Company Secretary
ICSI Membership No. - A 63291

S. No.	Names, Addresses, Description and Occupation of Subscribers	Signature of Subscriber	Witness to signatures with address and description
1	N. N. Yuvaraj S/o N. R. Nanjappa No 257, 14 th Main, 24 th Cross, BSK II Stage, Bangalore – 560 070 Occupation: Chartered Accountant	Sd/-	Sd/- G.K. Krishna S/o Sri R.N. Godi No-33, I Cross Phase I, Royal placid layout, Near HSR Layout, II Sector, Haralur, Bangalore - 560 034 Company Secretary
2	Arpitha Yuvaraj W/o N.N.Yuvaraj No 257, 14 th Main, 24 th Cross, BSK II Stage, Bangalore – 560 070 Occupation: Business	Sd/-	

Dated this second of January, 2008 at Bangalore

For Trinethra Wind And Hydro Power Private Limited

N. H. Shah
Company Secretary
ICSI Membership No. - A63291

CONTINUUM TRINETHRA RENEWABLES PRIVATE LIMITED

Date: September 17, 2024

India International Exchange (IFSC) Limited
Unit no. 101, 1st floor, Signature Building,
Plot no. 13 B, Road 1C, Zone 1, Gift SEZ,
Gift City, Gandhinagar - 382355

Dear Sir/Madam,

Sub: Intimation for alteration of Articles of Association of Continuum Trinethra Renewables Private Limited

We wish to intimate that the Annual General Meeting of Continuum Trinethra Renewables Private Limited was held today, i.e., September 17, 2024, and Members of the Company approved the alteration of Articles of Association of the Company. A copy of the altered Articles of Association is enclosed herewith.

We request you to take this on your records.

Thanking you,

Yours truly,

For Continuum Trinethra Renewables Private Limited

Digitally signed by
Sneha Saroj
Kaseruwala
Date: 2024.09.17
18:03:49 +05'30'

Sneha Kaseruwala
Company Secretary
Membership Number: A71062

Encl: As above.

The Companies Act, 2013

Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

CONTINUUM TRINETHRA RENEWABLES PRIVATE LIMITED

CONSTITUTION OF THE COMPANY

Table "F" as notified under schedule I of the Companies Act, 2013 is applicable to the company.

A COMPANY LIMITED BY SHARES

I. INTERPRETATION

- 1) In these regulations --
 - (a) "the Act" means the Companies Act, 2013,
 - (b) "the seal" means the common seal of the company.
- 2) 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.

II. SHARE CAPITAL AND VARIATION OF RIGHTS

1. The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013, and
 - (i) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing;
 - (ii) The number of members of the Company (exclusive of persons who are in the employment of the Company, and persons who having been formerly in the employment of the Company, were members of the Company while in the employment and have continued to be members after the employment ceased) shall be limited to two hundred;

For Continuum Trinethra Renewables Private Limited

Sneha Saroj Digitally signed by
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Sneha Kaseruwala
Company Secretary
ICSI Membership No. A71062

Provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company, they shall be treated as a single member, and

- (iii) prohibits any invitation to the public to subscribe for any securities of the company;
2. The Authorized Capital shall be such amount as may be authorised by the Memorandum of Association of the Company from time to time.
- (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 subscribers 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

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.

3. (i) 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.

For Continuum Trinethra Renewables Private Limited

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Date: 2024.09.17
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Sneha Kaseruwala
Company Secretary
ICSI Membership No. A71062

- (ii) The provisions of Articles (2) and (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) 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.
- (ii) 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.
6. 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.
7. 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.

The Company shall, subject to provisions of the Companies Act has power to issue preference shares redeemable at the option of the Company or to issue share with disproportionate voting rights.

LIEN

8. (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 clause.

For Continuum Trinethra Renewables Private Limited

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Sneha Kaseruwala
Company Secretary
ICSI Membership No. A71062

- (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.
9. 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.
10. (i) To give effect to any such sale, the Board may authorise 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.
11. (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

12. (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.

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TRANSFER OF SHARES

13. (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.
14. The Board may, subject to the right of appeal conferred by section 58 decline to register—
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the company has a lien.
15. The Board of Directors may at their absolute and uncontrolled discretion decline or acknowledge any transfer of a share or shares, and shall not be bound to give any reason for such refusal.

The Board may decline to recognise any instrument of transfer unless –

- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (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.
16. 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.

#16A. Notwithstanding anything to the contrary contained herein, any restrictions under these Articles with respect to transferability of any shares of the Company, shall not be applicable to the creation of any pledge on the shares of the Company in favour of any lender or note holder (or their trustee) or hedge bank (or their trustee) of the Company or to the transfer of any shares of the Company to any other entity pursuant to the enforcement of such pledge created in favour of such lender or note holder or hedge bank to secure the debt availed by the Company

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TRANSMISSION OF SHARES

17. (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 recognised 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.

18. (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.

19.(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.

20. 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

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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.

ALTERATION OF CAPITAL

21. 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.
22. 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.
23. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to:-
- a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
 - b) employees under any scheme of employees' stock option; or
 - c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.
- 2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.
- 3) Subject to the provisions of the Act and the Rules prescribed, the Company shall have the power, to issue sweat equity shares to its employees and/or Directors on such terms and conditions and in such manner as may be prescribed by law from time to time.

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24. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --
- (a) its share capital;
 - (b) any capital redemption reserve account; or
 - (c) any share premium account.

CAPITALISATION OF PROFITS

25. (i) The company in general meeting, subject to the provisions of section 63 of the Companies Act 2013 may, issue fully paid up bonus shares.

BUY-BACK OF SHARES

26. 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

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

28. (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.

#A General Meeting may be called by giving not less than 5 days' notice either in writing or through electronic mode. However the said General Meeting may be called after giving shorter notice either in writing or through electronic mode if consent is given by such number of members who represent not less than ninety-five percent of the voting rights of the company

PROCEEDINGS AT GENERAL MEETINGS

29. (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.

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(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

30. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

31. 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.

32. 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.

ADJOURNMENT OF MEETING

33. (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

34. 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.

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PROXY

35. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised 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.
36. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
37. 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

38. The number of the directors shall not be less than two and not more than fifteen including technical, nominated, and additional directors.

The first directors of the company shall be:

1. Mr. Nandiwada Venkatesan Venkataramanan
2. Mr. Raja Parthasarathy

The Directors may from time to time, appoint one or more of their body to the office of the Managing Director for one or more of the divisions of the business carried on by the Company and to enter into agreement with him in such terms and conditions as they may deem fit.

39. (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 –

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- (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.

40. The Board may pay all expenses incurred in getting up and registering the company.

Subject to the Provisions of the Companies Act 2013, the Company shall indemnify and shall keep indemnified and hold harmless the Nominee director appointed by the incubator , at any time and from time to time, from and against any and all claims, losses, damages, liabilities, fines, penalties, costs, fees and expenses (including, without limitation, any amounts paid in settlement, interest, court costs, out of pocket fees and other expenses of investigations, attorneys, consultants, financial advisors and other experts), whether or not arising out of any third-party claim (collectively, "Claims"), to which any Indemnified Party may become subject to by virtue of holding of directorship in the Company .

Managing Director(s), Executive Director(s) shall be subject to the terms of any contract between him or them and the company, be subject to the same provisions as to qualifications, and resignations and removal of other Directors of the company and if he or they ceases/cease to hold the office of Director(s) from any cause, shall ipso facto and immediately cease to be a Managing Director or an Executive Director. Subject to any contract between the company and the Managing Director, the remuneration of a Managing Director may be by way of salary or commission or participation in profits or by any or all of those modes or in any other form.

- 41. 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.
- 42. 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.
- 43. 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.
- 44. (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.

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(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.

The Board of Directors may appoint any individual to be an alternate Director to Act for a Director (hereinafter referred to as the ('Original Director')) during his absence for a period of not less than three months from the country in which the meetings of the Board are ordinarily held. An alternate Director so appointed shall not hold office as such for a period longer than that permissible to the Original Director and shall vacate office if and when the Original Director returns to the country in which meetings of the Board are ordinarily held. If the term of office of the Original Director is determined before he so returns to the country aforesaid, the provisions contained in the Act or these Articles for the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director but not to the alternate Director.

An alternate Director shall (except as regards power to point an alternate Director) be subject in all respects to the terms and conditions existing with reference to the Original Director in whose place he is appointed as an alternate Director and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting, notices of all resolutions proposed to be passed by circulations and notices of any meetings of committees of the Directors of which the Original Director (in whose place he is appointed as an alternate Director) is a member.

Subject to the provisions of the Act, the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement.

PROCEEDINGS OF THE BOARD

45. (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 the meetings of the Board is Two.

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46. (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.
47. 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.
48. (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 of member to be Chairperson of the meeting.
49. (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.
50. (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.
51. (i) A committee may meet and adjourn as it thinks fit.
- (ii) 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.
52. 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

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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.

53. 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.

**CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF
FINANCIAL OFFICER**

54. 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.

55. A provision of the Act or these regulations requiring or authorising 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

56.(i) The Board shall provide a Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Board shall provide for the custody of the seal for the time being.

(ii) The seal shall be affixed to any deed or other instrument only if: (a) authorized by a resolution of the Board or of a Committee, (b) signed by a person authorised to sign as per the resolution and (c) be affixed in the presence of such authorised person, provided nevertheless that any instrument bearing the seal of the company and issued for valuable consideration shall be binding on the company notwithstanding any irregularity in affixture thereof.

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ACCOUNTS

- 57.(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 authorised by the Board or by the company in general meeting.

WINDING UP

58. Winding up when necessary will be done in accordance with the requirements of the Companies Act, 2013 or statutory modification thereto.

INDEMNITY

59. 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

60. (a) DEMATERIALIZATION OF SECURITIES

- (i) Notwithstanding anything contained herein, the Company shall be entitled to dematerialize and rematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and any amendment made thereto including regulations from time to time and to offer its shares, debentures and other securities for subscription in a dematerialized form.
- (ii) All securities held by a depository shall be in fungible form.
- (iii) The depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of securities on behalf of a beneficial owner.
- (iv) Every person holding securities and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner shall be entitled to all the rights and benefits and shall be subject to all the liabilities in respect of such of his securities that are held by the depository.

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(b) SECRECY CLAUSE

(i) No member shall be entitled to require discovery of or any information respecting any details of the Company's trading or any other matter which may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the directors it will not be expedient in the interest of the Company to communicate the same.

(ii) Every director, manager, Auditor, member of any committee, officer, servant, agent, accountant, employee or other persons employed in the business of the Company shall, if so required by the Board of directors, before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions and business of the Company and in all matters relating thereto and shall by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so either by directors or by law and except so far as may be necessary in order to comply with any of the provisions contained in the Memorandum and Articles of the Company.

(c) GENERAL AUTHORITY

Wherever in the applicable provisions under the Act it has been provided that any company shall have any right, privilege or authority or that any company could carry out any transaction only if the company is authorised by its Articles of Association, then and in that case this regulation hereby authorises and empowers the Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Act without there being any other specific regulation in that behalf herein provided.

(d) AUDIT

(a) The first Auditor of the Company shall be appointed by the Board of Directors within one month from the date of registration of the Company and the Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.

(b) At first Annual General Meeting of the Company shall appoint an Auditor to hold Office from the conclusion of the Meeting till the conclusion of its sixth Annual General Meeting and thereafter till the conclusion of every six meetings.

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(c) The remuneration of the Auditor shall be fixed by the Company in the Annual General Meeting or in such manner as the Company in the Annual General Meeting may determine. In case of an Auditor appointed by the Board, his remuneration shall be fixed by the Board.

xx

The Articles were renumbered to have consecutive nos. vide resolution passed by way of special resolution passed at the Extra Ordinary General Meeting dated November 19 , 2021.

**The Articles of Association were altered vide special resolution passed at the Extra Ordinary General Meeting dated November 30, 2021.*

The Articles of Association were altered vide special resolution passed at the Annual General Meeting dated September 17, 2024.

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Kaseruwala Date: 2024.09.17
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Sneha Kaseruwala
Company Secretary
ICSI Membership No. A71062

Subscriber Details					
S. No.	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1.	Continuum Wind Energy (India) Private Limited Represented by Mr. Nilesh Ramesh Patil, Occ: Vice President & Controller S/o Mr. Ramesh Dadaji Patil, Add : 203, Aradia CHS LTD, Kusumagraj Marg, Samata Nagar, Opp. Kailash Park Society, Thane, Maharashtra 400 604.	AHAPP7956P	THANE	Digitally Signed (Sd/-)	15/07/2020
2.	Continuum MP Windfarm Development Private Limited Represented by Mr. Nandiwada Venkatesan Venkataramanan, Occ: Director S/o Mr. Venkatesan Venkata Subbaiah Nandiwada Add: A-402, 4th Floor, Blue Haven, Chandivali, Raheja Vihar, Mumbai, Maharashtra 400 072	ADSPN6512D	MUMBAI	Digitally Signed (Sd/-)	15/07/2020

Signed Before Me					
Name	Address, Description and Occupation	DIN/PAN/Passport Number/Membership Number	Place	DSC	Dated
ACS	BALASUBRAMANIAN CHANDRA AG 3 RAGAMALIKA 26 KUMARAN COLONY MAIN ROAD VADAPALANI CHENNAI 600026	20879	CHENNAI	Digitally Signed (Sd/-)	15/07/2020

For Continuum Trinethra Renewables Private Limited

Sneha Saroj Kaseruwala Digitally signed by
Sneha Saroj Kaseruwala
Date: 2024.09.17
18:11:41 +05'30'

Sneha Kaseruwala
Company Secretary
ICSI Membership No. A71062

