

**ARTICLES OF ASSOCIATION
OF
SWELECT ENERGY SYSTEMS LIMITED**

CONSTITUTION OF THE COMPANY

1. a) Regulations in Table – F in the first schedule in the Companies Act, 2013 shall apply to this company except in so far as they are not inconsistent with any of the provisions contained in these regulations and except in so far as they are hereinafter expressly or impliedly excluded or modified.

b) The regulations for the management of the company and for the observance of the members thereof and their representatives shall be such as are contained in these Articles subject however to the exercise of the statutory powers of the company in respect of repeal, additions, alterations, substitution, modifications and variations thereto by special resolution as prescribed by the Companies Act, 2013.

INTERPRETATION

2. In the interpretation of these Articles the following words and expressions, wherever used, shall have the meanings assigned to them herein below, unless repugnant to the context or meaning thereof.
 - i. 'The Act' means the Companies Act, 2013 as amended from time to time.
 - ii. 'The Articles' or 'These presents' or 'These Regulations' means these Articles of Association as now framed or as altered from time to time and includes the Memorandum of Association of the Company where the context so requires.
 - iii. 'Beneficial Owner' means beneficial owner as defined in (a) of sub-section (1) of Section 2 of the Depositories Act, 1996.
 - iv. 'Board' means the Directors of the Company collectively, and shall include a committee thereof.
 - v. 'Body Corporate' or 'Corporation' includes a company incorporated outside India but does not include, (1) a Co-operative Society registered under any law relating to Co-operative Societies, (2) any other body corporate which the Central Government may by notification in the Official Gazette specify in that behalf.
 - vi. 'The Company' or 'This Company' means SWELECT ENERGY SYSTEMS LIMITED.
 - vii. 'Debenture' includes Debenture stock, bonds or any other instrument of a Company evidencing a debt, whether constituting a charge on the assets of the company or not.
 - viii. 'Depositories Act' means the Depositories Act, 1996 including any statutory modifications or re-enactments thereof for the time being in force.
 - ix. 'Depository' means Depository as defined under clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996.
 - x. 'Directors' means a director appointed to the Board of the company.

- xi. 'Dividend shall include interim dividend.
- xii. 'Document' includes summons, notice, requisition, order, declaration, form and register, whether issued, sent or kept in pursuance of this Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form.
- xiii. 'Executor' or 'Administrator' means a person who has obtained probate or Letters of Administration, as the case may be, from a competent Court, and shall include the holder of a Succession Certificate authorizing the holder thereof to negotiate or transfer the share or shares of the deceased members, and shall also include the holder of a Certificate granted by the Administrator-General of any State in India.
- xiv. 'Financial Statements means':
 - (i) a balance sheet as at the end of the financial year;
 - (ii) a profit and loss account for the financial year;
 - (iii) cash flow statement for the financial year;
 - (iv) a statement of changes in equity, if applicable; and
 - (v) any explanatory note annexed to, or forming part of any document referred to in
 - (vi) sub-clause (i) to sub-clause (iv)
- xv. 'In writing' or 'Written' shall include email, and any other form of electronic transmission.
- xvi. 'Independent Director' shall have the meaning ascribed to it in the Act.
- xvii. 'Key Managerial Personnel' means the Chief executive officer or the managing director; whole-time director; chief financial officer; the company secretary; and such other officer as may be notified from time to time in the Rules.
- xviii. 'Member' means the duly registered holder from time to time of the shares of the Company and includes the subscribers of the Memorandum of Association of the Company and the beneficial owner(s) as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996.
- xix. 'The Office' or 'Office' means the Registered Office for the time being of the Company.
- xx. 'Rules' means any rule made pursuant to section 469 of the Act or such other provisions pursuant to which the Central Government is empowered to make rules, and shall include such rules as may be amended from time to time.
- xxi. 'Seal' means the Common Seal for the time being of the Company
- xxii. 'Security' means such Security as may be specified from time to time.
- xxiii. Words importing singular shall include, unless repugnant to the context, the plural number and vice versa.
- xxiv. Words importing the masculine gender include the feminine gender
- xxv. Words importing persons shall wherever the context requires include statutory bodies and companies as well as individuals.

Subject as aforesaid, any words or expressions contained in these Regulations and defined in the Act shall, except where the subject or context otherwise requires, bear the same meaning as in the Act.

The index, marginal notes, if any and number hereto are inserted for convenience only and shall not affect the construction of these presents.

SHARE CAPITAL

3. The Authorised Share Capital of the Company shall be such amount and be divided into such shares as may from time to time, be provided in clause V of Memorandum of Association with power to Board of Directors to reclassify, subdivide, consolidate and increase and with power from time to time, to issue any shares of the original capital or any new capital with and subject to any preferential, qualified or special rights, privileges, or conditions may be, thought fit and upon the sub-division of shares to apportion the right to participate in profits, in any manner as between the shares resulting from sub-division.
4. If and whenever the capital of the Company is divided into shares of different classes, the rights of any such class may be varied, modified, affected, extended, abrogated or surrendered as provided by the said Act or by Articles of Association or by the terms of issue, but not further or otherwise.
5. Subject to the provisions of the Act and these Articles, the Board shall have power to issue warrants or other instruments which may entitle the holders thereof to subscribe to equity shares or Convertible instruments at a price and on such terms and conditions as the Board may deem fit.
6. The provisions of Section 43, 47 of the Act in so far as the same may be applicable to issue of share capital shall be observed by the Company. The Directors shall adhere to the restrictions on the allotment of shares imposed by Section 39 and 40 of the said Act so far as those restrictions are binding on the Company.
7. The Shares of the Company shall be under the control and discretion of the Board, who may allot or otherwise dispose of the same or any of them to such person or persons (whether a member of the Company or not), subject to the provisions of the Act and the Regulations contained herein upon such terms and conditions for such consideration as the Board may decide and such shares may be issued at a premium or at par or at discount, but subject to compliance with provisions of Section 54 of the Act. In particular, the Board may issue and allot shares towards payment or adjustment made;
 - a. For the properties or goods or machineries bought by the Company; or
 - b. For the discharge of loans or other liabilities of the Company; or
 - c. For the services rendered to the Company; or
 - d. For amounts spent for the purposes of the Company or for the conduct of the business of the Company.

Any such shares may be issued and allotted as fully paid-up or partly paid-up shares and the shares thus issued and allotted shall be deemed to be fully paid-up or partly-up shares, as the case may be.

Provided that option or right to call of shares shall not be given to any person or persons except with the sanction of the Company in General Meeting.

8. The Company shall have power to issue preference shares, liable to be redeemed in any manner permissible under the Act and the Board may, subject to the provisions of the Act, exercise such powers in any manner they think fit and provide for the redemption of such shares on such terms including the right to redeem at a premium or otherwise as they think fit.

The Board shall fix the amount payable on application, on allotment and on calls at the time of issue of shares.

Subject to the provisions of the Act and any rules or guidelines made thereunder, the Directors may allot and issue shares in the Capital of the Company as sweat equity towards payment or part payment for any property or assets of any kind whatsoever sold or to be sold or transferred or to be transferred or for goods or machinery supplied or to be supplied or for services rendered or to be rendered or for technical assistance or know-how made or to be made available to the Company for the conduct of its business.

9. The Board may, subject to the provisions of the Act, at any time, pay a Commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in or debentures of the Company or his procuring or agreement to procure subscriptions, (whether absolute or conditional) for any shares in or debentures of the Company. The Company shall not pay any commission to any underwriter on securities which are not offered to public for subscription. The number of shares or debentures which persons have agreed to for commission to subscribe absolutely or conditionally is disclosed in the manner aforesaid. However the Company may pay such brokerage as may be lawful and reasonable. The commission may be paid or satisfied (subject to the provisions of the Act and these Articles) in cash or in share, debentures or debenture stock of the Company, (whether fully paid or otherwise) or in any combination thereof.
10. Except as provided in the Act, the Company shall not buy its own shares nor give, whether directly or indirectly, and whether by means of a loan, guarantee, provision of security or otherwise any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company. Provided that nothing in this Article shall be taken to prohibit: (i) the provision of money in accordance with any scheme approved by the Company through Special Resolution and in accordance with the requirements specified in the relevant Rules, for the purchase of, or subscription for, fully paid up Shares in the Company, if the purchase of, or the subscription for the Shares held by trustees for the benefit of the employees or such Shares held by the employee of the Company; and (ii) the giving of loans by the Company to persons in the employment of the Company other than its Directors or Key Managerial Personnel, for an amount not exceeding their salary or wages for a period of six months with a view to enabling them to purchase or subscribe for fully paid up Shares in the Company to be held by them by way of beneficial ownership.

BUY BACK

11. Notwithstanding what is stated in these Articles, in the event it is permitted by the Law and subject to such conditions, approvals or consents as may be laid down for the purpose, the Company shall have the power to buy-back its own shares, whether or not there is any consequent reduction of Capital. If and to the extent permitted by Law, the Company shall also have the power to re-issue the shares so bought back.
12. The Company shall have power to issue Securities at a premium and shall duly comply with the provision of Sections 52 of the said Act.

SHARES CERTIFICATES AND SHAREHOLDERS

13. The shares or other interest of any member in the Company shall be movable property transferable in the manner provided by these Articles of the Company. Each share in the Company having a share capital shall be distinguished by its appropriate number.
14. A certificate under the Seal of the Company specifying any shares held by any Member shall be prima facie evidence of the title of the Member to such shares.
15. Where the Company issues shares at a premium, whether for cash or otherwise, a sum equal to the aggregate amount of the value of the premiums on those Shares shall be transferred to an account to be called "the securities premium account", and the provisions of the Act relating to the reduction of the Share Capital of a company shall except as provided in this clause, apply as if the securities premium account were paid-up share capital of the Company. The securities premium account may be applied by the Company for the purposes permissible pursuant to the Act.
16. The Company shall comply with the provisions of Section 62 of the Act with regard to increasing the subscribed capital of the Company. If and whenever as the result of issue of new shares or any consolidation or subdivision of shares, any shares become held by members in fractions the Directors shall subject to the provisions of the Act, other applicable provisions, if any, and the Articles and to the directions of the Company in General Meeting, if any, sell those shares which members hold in fractions for the best price reasonably obtainable and shall pay and distribute to and amongst the members entitled to such shares in due proportion, the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may authorize any person to transfer the shares sold to the purchaser thereof comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be effected by any irregularity or invalidity in the proceedings in reference to the sale.
17. Subject to the provisions of Section 39 and 40 of the Act, an application signed by or on behalf of an applicant for shares in the Company followed by an allotment of shares therein, shall be an acceptance of shares within the meaning of these Articles.
18. The money, if any, which the Board shall, on allotment of any shares being made to it, require or direct to be paid by way of deposit, premium, call or otherwise in respect of any shares allotted by it shall immediately on the inscription of the name of the allottee in the Register of Members become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by him accordingly.
19. Where any calls for further share capital are made on shares, such calls shall be made on a uniform basis on all shares, falling under the same class. For the purpose of this provision shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same class.
20. If, by the conditions of allotment of any shares the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall when, due, be paid to the Company by the person who for the time being and from time to time shall be of the shares or his legal representative.
21. Every member, or his executors or administrators or other representative, shall pay to the Company the portion of the capital represented by his share or shares, which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner, as the Directors shall,

from time to time, in accordance with the Company's regulations, require or fix for the payment thereof.

22. Where two or more persons registered as joint holders of any shares, they shall be deemed to hold the same as joint tenants with the benefit of survivorship, subject to the following provisions. The person whose name stands first in the Register in respect of such shares shall alone be entitled to delivery of the certificate thereof as also dividend on such shares.
23. The joint-holders shall severally as well as jointly be liable for payment of all installments and calls due in respect of such shares. In case of death of any one or more such joint-holders, the survivor(s) shall be the only person(s) recognized by the Company as having any title or interest in such share, but the Board of Directors may require such evidence of death as may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on the shares held by him jointly with any other person.
24. All notices directed to be given to the members shall be given to whichever of such person is named first in the Register and notice so given shall be sufficient to all the joint-holders of such shares.
25. Save as herein or by laws otherwise expressly provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a Court of competent jurisdiction, or as by statute required, be bound to recognize any benami trusts whatsoever or equitable, contingent, future, partial or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof; the Directors shall, however be at liberty at their sole discretion, to register any share in the joint names of any two or more persons, and the survivor or survivors of them.
26. Subject to any statutory or other requirement having the force of law governing the issue and signatures to and sealing of certificate to shares and applicable to this Company for the time being in force the certificate of title to shares and the duplicate thereof when necessary shall be issued under the seal of the Company which shall be affixed in the presence of and signed by (1) two Directors or persons acting on behalf of the Directors under a duly registered power of attorney and (2) the Secretary or some other person appointed by the Board for the purpose; a Director may sign a share certificate by affixing signature thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other materials used for the purpose.
27. Every member shall be entitled without payment to the certificate for all the Shares of each class or denomination registered in his name, or if the Board, so approve (upon paying such fees as the Board may from time to time determine) to several certificates, each for one or of such Shares and the Company shall complete such certificate within two months after the allotment or such period as may be determined at the time of the issue of such capital whichever is longer or within one month after registration of the transfer thereof as provided by Section 56 of the Act. shares shall have its distinctive number and be issued under the Seal of the Company and shall specify the number and denoting number of the shares in respect of which it is issued and the amount paid thereon and shall be in such form as the Board shall prescribe or approve provided that in respect of share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and the delivery of a certificate for a share or shares to one of several joint-holders shall be deemed to be sufficient delivery to all. A certificate of shares registered in the names of two or more persons, unless otherwise directed by them in writing, may be delivered to any one of them on behalf of them all.

28. If any certificate be worn out or defaced, then upon production thereof to the Company, the Company, in cancellation of old certificate, shall issue new certificate in lieu thereof. If any member requires the certificate pertaining to more than one share to be split into two or more certificates pertaining to one or more shares, the Company may cancel the old certificate and issue new certificate. If any certificate to be lost or destroyed, then, upon proof thereof to the satisfaction of the Board and on such indemnity as the Board deems adequate being given and on payment of out of pocket expenses incurred by the Company in investigating evidence, a new certificate in lieu thereof shall be given to the registered holder of the shares to which such lost or destroyed certificate shall relate.
29. Every endorsement on the certificate incorporating transfer of shares mentioned therein shall bear the signature of a Director or such other person as shall from time to time be authorized by the Board or any committee thereof for the purpose.

DEPOSITORY SYSTEM

30. a) The Company shall be entitled to dematerialize its existing shares and other securities, rematerialize its shares and other securities held in the depositories and / or offer its fresh shares and other securities in a dematerialized form pursuant to the Depositories Act, 1996 and the Rules framed thereunder, if any.
- b) Notwithstanding anything to the contrary contained in the Act or these Articles, the Depository shall be deemed to be registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.
- c) A depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
- d) Every person holding shares of the Company and whose name is entered as beneficial owner in the records of the depository shall be deemed to be a member of the Company and such beneficial owner is entitled to all the rights and benefits of a member.

CALLS ON SHARES

31. Subject to the provisions of Section 49 of the said Act, the Board may, from time to time, by means of resolution passed at its meetings make such calls as they may think fit upon the members in respect of moneys unpaid on the share held by them respectively and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and place appointed by the Board. A call may be made payable by installments. A call shall be deemed to have been made at the time when the resolution of the Board authorizing such call was passed and may be made payable by members on a subsequent date to be specified by Directors.
32. Fourteen day's notice at least of every call made payable otherwise than on allotment shall be given by the Company in the manner hereinafter provided for the giving of notices specifying the time and place of payment, and the person to whom such call shall be paid. Provided that before the time for payment of such call the Board may by notice given in the manner hereinafter provided revoke the same. The Board may, from time to time at their discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who, the Board may deem fairly entitled to such extension; but no member shall be entitled to any such extension, except as a matter of grace and favour.

33. If by the terms of issue of any share or otherwise any amount is payable at any fixed time or by installments at fixed times, whether on account of the share or by way of premium, every such amount or installments shall be payable as if it were a call duly made by the Board and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or installments accordingly.
34. If the sum payable in respect of any call or such other amount or installments be not paid on or before the day appointed for payment thereof or any extension thereof as aforesaid, the holder for the time being of the share, in respect of which the call shall have been made, or such amount or installment shall be due, shall pay interest for the same, from the day appointed for the payment thereof to the time of actual payment at such rate not exceeding ten per cent per annum, as shall from time to time be fixed by the Board. Nothing in this Article shall however, be deemed to make it compulsory on the Board to demand or recover any such interest, and the payment of such interest, wholly or in part, may be waived by the Board if they think fit so to do.
35. Any money due from the Company to a member may, without the consent and notwithstanding the objection of such member, be applied by the Company in or towards the payment of any money due from him to the Company for calls or otherwise. Neither a judgement nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part-payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of payment of any such money, shall preclude the forfeiture of such shares as hereinafter provided.
36. On the trial or hearing of any action or suit brought by the Company against any member or his legal representatives to recover any moneys claimed to be due to the Company for any call or other sum in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, or one of the holders, at or subsequent to the date at which the money sought to be recovered is alleged to have become due, on the shares in respect of which such money is sought to be recovered, and that the amount claimed is not entered as paid in the books of the Company or the Register of Members and that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the member or his legal representatives sued in pursuance of these presents; and it shall not be necessary to prove the appointment of the Directors who made such call, not that a quorum of Directors was present at the meeting of the Board at which such call was made, nor that the meeting at which such call was made duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debts, and the same shall be recovered by the Company against the member or his representatives from whom the same is sought to be recovered unless it shall be proved, on behalf of such member or his representatives against the Company that the name of such member was improperly inserted in the register, or that the money sought to be recovered has actually been paid.
37. The Board may, if they think fit, subject to the provisions of Section 50 of the Act receive from any member willing to advance the same, either in money or money's worth the whole or any part of the amount remaining unpaid on the shares held by him beyond the sum actually called up and upon the moneys so paid or satisfied in advance, or so much thereof, as from time to time and at any time thereafter exceeds the amount of the calls then made upon and due respect of the shares on account of which such advances have been made, the Company may pay or allow interest at such rate as the member paying such advance and the Board agree upon; provided always that if at any time after the payment of any such money the rate of interest so agreed to be paid to any such member appears to

the Board to be excessive, it shall be lawful for the Board from time to time to repay to such member so much of money as shall then exceed the amount of the calls made upon such shares, unless there be an express agreement to the contrary; and after such repayment such member shall be liable to pay, and such advance had been made, provided also that if at any time after the payment of any money so paid in advance, the Company shall go into liquidation, either voluntary or otherwise, before the full amount of the money so advanced shall have become due by the member to the Company for installments or calls, or any other manner, the member making such advance shall be entitled (as between himself and the other members) to receive back from the Company the full balance of such moneys rightly due to him by the Company in priority to any payment to members on account of capital.

38. The member making such advance shall not, however, be entitled to any voting rights in respect of the moneys so advanced by him until the same would, but for such payment, become presently payable.

FORFEITURE

39. If any member fails to pay any money due from him in respect of any call made or amount or installment as provided in Article 34 on or before the day appointed for payment of the same, or any such extension thereof as aforesaid or any interest due on such call or amount or installment or any expenses that may have been incurred thereon, the Directors or any person authorized by them for the purpose may, at any time thereafter, during such time as such money remains unpaid, or a judgement or a decree in respect thereof remains unsatisfied in whole or in part, serve a notice in the manner hereinafter provided for the serving of notices on such member or any of his legal representatives or any of the persons entitled to the share by transmission, requiring payment of the money payable in respect of such share, together with such interest and all expenses (legal or otherwise) incurred by the Company by reason of such non-payment.
40. The notice shall name a day (not earlier than the expiration of fourteen days from the date of the notice) and a place or places on or before and at which the money due as aforesaid is to be paid. The notice may also state that in the event of the non-payment of such money at or before the time and the place appointed, the shares in respect of which the same owed will be liable to be forfeited.
41. If the requirements of any such notice as aforesaid are not complied with, every or any share in respect of which the notice is given may, at any time thereafter before payment of all calls or amounts or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends and bonuses declared in respect of the forfeited shares and not actually paid before the forfeiture.
42. When any share shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture or to any of his legal representatives, or to any of the persons entitled to the share by transmission and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members. The provisions of this Article are, however, directory only and no forfeiture shall in any manner be invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

The Board may, at any time, before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, cancel the forfeiture thereof upon such condition as it thinks fit or they may assign a smaller number of shares in respect of the paid-up value of the forfeited shares.

43. Any share so forfeited shall be deemed to be the property of the Company and the Board may sell, re-allot or otherwise dispose of the same, either to the original holder thereof or to any other persons,

and either by public auction or by private sale and upon such terms and in such manner as the Directors shall think fit. In the meantime, and until any share so forfeited shall be sold, re-allotted or otherwise dealt with as aforesaid, the forfeiture thereof may at the discretion and by a resolution of the Board, be remitted or annulled as a matter of grace and favour but not as of right, upon such terms and conditions as they think fit.

44. Any member whose shares have been forfeited shall, notwithstanding the forfeiture, remain liable to pay and shall forthwith pay to the Company all calls, amounts, installments, interest expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon, from the time of the forfeiture until payment, at the rates, not exceeding ten percent per annum as the Board may determine, in the same manner in all respects as if the shares had not been forfeited, without any deduction or allowance for the value of the shares at the time to the forfeiture and the Board may enforce the payment thereof if they think fit (but without being under any obligation so to do) without entitling such member or his representative to any remission of such forfeiture or to any compensation for the same, unless the Directors shall think fit to make such compensation, which they shall have full power to do, in such manner and on such terms on behalf of the Company as they shall think fit.
45. The forfeiture of a share shall involve the extinction of all interest in and of all claims and demands against the Company of the member in respect of the share and all other right of the member incident to the share except only such of those rights as by these Article are expressly saved.
46. The Directors may, subject to the provision of the Act, accept a surrender of any share from or by any member desirous of surrendering those on such terms as they think fit. A certificate in writing, under signature of one Director and countersigned by any other person who may be authorised for the purpose by the Board, that the call, amount or installment in respect of a share was made or was due or the interest in respect of a call, amount or installment was or the expenses were payable, as the case may be, the notice thereof as aforesaid was given and default in payment was made and that the forfeiture of the share was made by a resolution of the Board to the effect, shall be conclusive evidence of the facts stated therein as against all persons entitled to or interested in such share.
47. The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the share.

LIEN

48. The Company shall have a first and paramount lien upon all the shares not being fully paid-up shares, registered in the name of each member (whether solely or jointly with another or others) and upon the proceeds of sale thereof, for all moneys from time to time due or payable by him to the Company for calls made and all amounts or installments as provided by Article 34 payable in respect of such shares and no equitable interest in any shares shall be created except upon the footing and condition that Article 25 hereof is to have full effect. Any such lien shall extend to all dividends payables and bonuses declared from time to time in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares. The Board may at any time declare any shares to be exempt, wholly or partially from the provisions of this Article.
49. For the purpose of enforcing such lien, the Directors may sell, the shares subject thereto in such manner as they think fit and transfer the same to the name of the purchaser, without any consent and

notwithstanding any opposition on the part of the indebted member or any other person or persons interested therein and a complete title to the shares which shall be sold and transferred shall be acquired by the purchaser, by virtue of such sale and transfer, against such indebted member and all persons claiming with or under him whether he may be indebted to the Company in point of fact or not. But no such sale shall be made until notice in writing stating the amount due or specifying the liability of engagement and demanding payment or fulfillment or discharge thereof and of the intention to sell in default shall have been served upon such member or his heirs, executors, administrators, representatives or persons and default shall have been made by him or them in payment, fulfillment or discharge of such debts, liabilities or engagements for fourteen days after such notice.

50. The net proceeds of any such sale after payment of the costs of such sale, shall be applied in or towards the satisfaction of such debts liabilities or engagements and the residue (if any) paid to such or any of his executors, administrators, representatives or assigns or any of the persons (if any) entitled by transmission to the shares sold.
51. Upon any sale after forfeiture or upon any sale for enforcing a lien, in purported exercise of the powers hereinbefore given, the Directors may appoint some person or persons to execute an instrument of transfer of the shares sold. Upon any such sale after forfeiture or for enforcing a lien in purported exercise of powers the Board shall cause the purchaser's name to be entered in the Register in respect of the shares sold and shall issue to the purchaser a certificate such as is specified in Article hereof in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

TRANSFER, TRANSMISSION OF SHARES AND NOMINATION

52. The Company shall keep a book called the 'Register of Transfers' and therein shall be fairly and distinctly entered the particulars of every transfer / transmission of any share in the Company. No fee shall be charged for registration of transfers or for transmission of shares or for registration of any Power of Attorney, Probate, Letter of Administration or other similar documents.
53. No transfer shall be registered unless a proper instrument of transfer has been delivered to the Company. Every instrument of transfer (which shall be in the form specified in the Rules) shall be duly stamped, dated and shall be executed by or on behalf of the transferor and the transferee and in the case of a share held by two or more holders or to be transferred to the joint names of two or more transferees by all such joint-holders or by all such joint transferees, as the case may be, several executors or administrators of a deceased member proposing to transfer the shares registered in the name of such deceased member shall all sign the instrument of transfer in respect of the share as if they were the joint-holders of the share. The instrument of transfer shall specify the name, address and occupation, if any, of the transferee.
54. In the case of the death of any one or more of the persons named in the Register as the joint-holders of any share, the survivor or survivors shall be the only persons recognized by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of the deceased joint-holder from any liability on the shares held by him jointly with any other person.
55. On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares.

Where there is no nominee, the executors or administrators of a deceased member not being one of several joint-holders shall be the only persons recognized by the Company as having any title to the shares registered in the name of such deceased member, and the Company shall not be bound to recognize such executors or administrators, unless they shall have first obtained probate or letters of administration or other legal representation, as the case may be, provided nevertheless, the Directors, in any case where they in their absolute discretion think fit, may dispense with the production of Probate or Letters of Administration or such other legal representation, upon such terms as to indemnity or otherwise as they may deem fit and under the next Article, register the name of any person who claims to be absolutely entitled to the shares standing in the name of the deceased member as a member in respect of such shares.

56. Subject to the provisions of the last preceding Article, any person to whom the right to any share has been transmitted in consequence of the death or insolvency of any member or otherwise by operation of law may, with the consent of the Board (which they shall not be under any obligation to give) and upon his producing such evidence that he sustains the character in respect of which he proposes to act under the Article and of his title as the Directors think sufficient be registered as a member in respect of such shares. This clause is hereinafter referred to as the 'transmission clause'. A transfer of the share or other interest in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of effecting the transmission.

57. Every transmission of a share shall be verified in such a manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient; provided nevertheless, that there shall not be any obligation on the Company or the Directors to accept any indemnity, the Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.

A person entitled to share by transmission may, until the Directors otherwise determine as provided this Article, receive and give discharge for any dividends, bonuses or other moneys payable in respect of the share, but he shall not be entitled to vote at any meetings of the Company and to any of the rights and privileges of a member, unless and until he shall have become a member in respect of the shares.

58. An application for the registration of a transfer of shares or other interest of a member in the Company may be made either by the transferor or the transferee. Where such application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the delivery of the notice.

59. It shall not be lawful for the Company to register a transfer of any shares unless the proper instrument of transfer duly stamped, dated and executed by or on behalf of the Transferor and by or on behalf of the Transferee and specifying the name and address and occupation of the Transferee has been delivered to the Company along with the scrip and if no such scrip is in existence, along with the letter of allotment of the shares. Where the proper instrument of transfer is not received by the Company within a period of two months from the date on which the instrument is dated, the Directors may at their sole discretion be entitled to seek such documentation including indemnities as it may deem fit, from both the transferor and transferee, or from the person who has lodged the same for transfer, and the Board may at its sole discretion be entitled to give effect to the transfer on receipt of such

documentation and indemnities (save where an order of a competent court is produced, the Board shall then give effect to the transfer).

Nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any share has been transmitted by operation of law.

Nothing in this Article shall prejudice any power of the Company to refuse to register the transfer of any share.

60. The Board may, at its absolute and uncontrolled discretion and without assigning or being under any obligation to give any reason, decline to register or acknowledge any transfer or transmission of shares and in particular, may so decline in any case in which the Company has a lien upon the shares or any of them or in the case of shares not fully paid-up whilst any moneys called or payable at a fixed time in respect of shares desired to be transferred or any of them remain unpaid or unless the transferee is approved by the Board. Nothing in Section 56 of the Act shall prejudice this power to refuse to register the transfer of or the transmission by operation of law of the right to, any shares or interest of a member in or debentures of the Company. The registration of a transfer shall be conclusive evidence of the approval by the Board of the transferee, but so far only as regards the share or shares in respect of which the transfer is so registered and not further or otherwise and not so as to debar the Board to refuse registration of any further shares applied for.
61. If the Company refuses to register the Transfer of any share or transmission of any right therein the Company shall, within one month from the date of which the instrument of transfer or intimation of transmission was lodged with the Company, send notice of refusal to the transferee and transferor, to the person giving intimation of transmission along with reasons for such refusal, as the case may be, and thereupon the provisions of Section 58 of the Act, or any statutory modification thereof for the time being in force shall apply.
62. The Transferor shall be deemed to remain the holder of the shares until the name of the transferee shall be entered in the Register of Members. Every instrument of transfer which shall be registered shall remain in the custody of the Company. If the transfer relates to the only share or all the shares comprised in the certificate, such certificate or a new certificate in lieu thereof shall, after the registration of the transfer, be delivered to the transferee and if the transfer relates only to a part of the shares comprised in the certificate, the same shall, on registration of the transfer be retained by the Directors and cancelled and new certificates will be issued to the transferor and the transferee in respect of the shares respectively, held by them.
63. The Directors shall have power on giving seven days' notice by advertisement as required by Section 91 of the Act to close the Transfer Book and Register of Members of such period or periods of time in every year as to them may seem expedient, but not exceeding 45 days in any year and not exceeding 30 days at any one time.
64. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made, by an apparent legal owner thereof (as shown or appearing in the Register of Members), to the prejudice of any person or persons having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the Company may have had notice of such equitable right title or interest or prohibiting registration of such transfer and may have entered such notice or referred thereto in any book of the Company; and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some books of the Company;

but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit.

65. The provision of these Articles shall mutatis mutandis apply to the transfer or transmission by operation of law of debentures of the Company.
66. Subject to the provisions of the Act, every holder or joint holders of shares or debentures may at any time nominate a person to whom his / their shares or debentures shall vest in the event of death and such nominee may either register himself as the holder of the shares or debentures, as the case may be or make such transfer of such shares or debentures as the deceased shareholder(s) or Debenture holder(s) could have made.

ALTERATION OF SHARE CAPITAL

67. The Company may by Ordinary Resolution so alter the conditions of its Memorandum of Association as:-
- (a) to increase its share capital by such amount as it thinks expedient by issuing new shares;
 - (b) to consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (c) to convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denominations;
 - (d) to sub-divide its shares or any of them into shares of smaller amount than is fixed by its Memorandum of Association, so however that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
 - (e) to cancel any shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
68. The Directors may from time to time without any sanction of the Company, whenever all the shares in the issued capital shall not have been subscribed and whether all the shares for the time being subscribed shall have been fully called up or not, issue further shares of such value as they may think fit out of the unsubscribed balance of the issued capital. Such further shares shall be issued upon such terms and conditions (and if preference shares upon such conditions as to redemption) and with such rights and privileges annexed thereto as the Board shall direct and in particular, such shares may be issued with a preferential or qualified right to dividend and in the distribution of assets of the Company and subject to the provisions of Section 47 of the said Act with a special or without any right of voting and the Board may dispose of such shares or any of them either at par or at a premium, to any members or any class thereof or in such other manner as the Board may think most beneficial to the Company.
69. Where it is proposed to increase the subscribed capital of the Company by the issue of new shares:
- (a) such new shares shall be offered to the persons who, at the date of the offer are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit to the capital paid-up on these shares at that date;
 - (b) the offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time not being less than fifteen days and not exceeding thirty days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;

- (c) The offer aforesaid 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; and the notice shall contain a statement of this right;
 - (d) after the expiry of the time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the Company
 - (e) To employees under a scheme of employees' stock option, subject to Special Resolution passed by the company and subject to such conditions as may be specified in the relevant Rules.
 - (f) To any persons, by way of passing a Special Resolution to that effect, whether or not those persons include the persons referred to in clause (a) or clause (e), either for cash or for a consideration other than cash, if the price of such shares is determined by the valuation report of a registered valuer subject to such conditions as may be specified in the relevant Rules.
70. Whenever any shares are to be offered to the members the Directors may dispose of any such shares which, by reason of the proportion borne by them to the number of persons entitled to such offer or by reason of any other difficulty in apportioning the same cannot in the opinion of the Directors be conveniently offered to the members.
71. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by creation of new shares shall be considered as part of the capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer, transmission, forfeiture, lien, surrender; voting and otherwise in all respects as if it had been the original capital.

REDUCTION OF CAPITAL

72. The Company may from time to time by Special Resolution, in such manner specified in the Act and subject to such consents as may be required under any other law for the time being in force, reduce in any manner: (i) its share capital (ii) any capital redemption reserve account; or (iii) any securities premium account.

VARIATION OF RIGHTS

73. Whenever the share capital by reason of issue of Preference Shares or otherwise is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of Section 48 of the Act, be varied, commuted, affected, abrogated or dealt with by agreement between the Company and any person purporting to contract on behalf of that class provided such agreement is ratified in writing by holders of at least three-fourths of nominal value of the issued shares of the class or is sanctioned by Special Resolution passed at a separate meeting of the holders of the shares of that class and supported by the votes of the holders of not less than three-fourths of the shares of that class

JOINT HOLDERS

74. Where two or more persons are registered as the holders of any Securities they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship subject to the following and other provisions contained in these Articles.
75. The Company shall be entitled to decline to register more than three persons as the joint holders of any Securities.
76. The joint holders of any Security shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such Securities.
77. On the death of any one or more of such joint holders the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Board may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.
78. Any one of such joint holders may give effectual receipts for any dividends or other moneys payable in respect of such Security.
79. Only the person whose name stands first in the Register of Members (or the relevant register maintained for that Security) as one of the joint holders of any shares shall be entitled to delivery of the certificate relating to such or to receive notices (which expression shall be deemed to include all Documents) from the Company and any notice given to such person shall be deemed notice to all the joint holders.
80. Any one of two or more joint holders may vote at any meeting (including voting by postal ballot and by electronic voting) either personally or by an agent duly authorized under a power of attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney that one of such persons so present whose name stands first or higher (as the case may be) on the Register in respect of such Security shall alone be entitled to vote in respect thereof. Provided always that a person present at any meeting personally shall be entitled to vote in preference to a person, present by an agent, duly authorised under a power of attorney or by proxy although the name of such persons present by an agent or proxy stands first in the Register in respect of such shares. Several executors of a deceased member in whose (deceased member's) sole name any Security stands shall for the purpose of this sub-clause be deemed joint holders.

GENERAL MEETING

81. The Company shall, in addition to any other meetings which are hereinafter referred to as "Extraordinary General Meeting", hold a General Meeting which shall be styled its Annual General Meeting at the intervals and in accordance with the provisions of the Act.
82. The Directors may call Extraordinary General Meetings of the Company whenever they think fit and such meetings shall be held at such place and time as the Directors think fit.
83. A General Meeting of the Company may be called by giving at least clear twenty one day's notice in writing or through electronic mode but a General Meeting may be called after giving shorter notice if consent is given in writing or by electronic mode by not less than ninety five percent of the members entitled to vote at such meeting.

84. Provided that where any members of the Company are entitled to vote only on some resolution or resolutions to be moved at meeting and not on others, those members shall be taken into account for the purposes of this clause in respect of the former resolution or resolutions and not in respect of the latter.
85. Notice of every general meeting of the Company shall specify the place, date, day and the hour of the meeting and shall contain a statement of the business to be transacted thereat.
86. Notice of every meeting shall be given to every member of the Company in any manner authorized by sub-section (2) of Section 20 of the Act and by these Articles.
87. Such notice shall be given –
- (a) to every member of the Company, legal representative of any deceased Member or the assignee of an insolvent Member;
 - (b) to the auditor or auditors of the Company; and
 - (c) to every Director of the Company.
 - (d) to every trustee for the debenture holder of any debentures issued by the Company.
88. The accidental omission to give notice to or the non-receipt of notice by, any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.
89. In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy or where that is allowed one or more proxies, to attend and vote instead of himself and that a proxy need not be a member.
90. Where any item of business consists of the according of approval to any document by the meeting the time and place where the document can be inspected shall be specified in the statement aforesaid.
91. In the case of an Annual General Meeting all business to be transacted at the meeting shall be deemed special with the exception of business relating to (i) the consideration of the Financial Statements, (including the consolidated financial statements, if applicable), and the Reports of the Board of Directors and Auditors, (ii) the declaration of a dividend, (iii) the appointment of Directors in the place of those retiring and (iv) the appointment of and the fixing of the remuneration of the Auditors. In the case of any other meeting all business shall be deemed special.
92. Upon a requisition of members complying with Section 111 of the said Act, the Directors shall comply with the obligations of the Company under the said Act relating to circulation of members' resolutions and statements.

PROCEEDINGS AT GENERAL MEETING

93. No General Meeting, Annual or Extraordinary, shall be competent to enter upon, discuss or transact any business a statement of which has not been specified in the notice convening the meeting except as provided in the said Act.
94. No business shall be transacted at any General Meeting, unless the requisite quorum is present at the time when the meeting proceeds to business. The quorum for a general meeting shall be the presence in person of such number of members as specified in Section 103 of the Act. Subject to this Article

when more than one of the joint-holders of a share is present only one of them shall be counted for ascertaining the quorum. Several executors or administrators of a deceased person in whose sole name shares stand shall for the purpose of this clause be deemed joint holders thereof.

95. If, within half an hour from the time appointed for holding the meeting, a quorum of members is not present, the meeting if convened by or upon such requisition of members as aforesaid shall be dissolved, but in any other case it shall stand adjourned pursuant to the provisions of sub-section (2) of section 103 of the Act.
96. If at such adjourned meeting a quorum of members is not present within half an hour from the time appointed for holding the meeting, the members present, whatever their number, shall be a quorum and may transact the business and decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place, if a quorum had been present thereat.
97. The Chairman, if any, of the Board shall preside as Chairman of every general meeting of the company. Subject to the provisions of the Act, if the Chairman has already informed the Board about his absence to the General Meeting, the Managing Director or the Whole-time Director shall act as Chairman of the general meeting of the Company. If there is no such Chairman or the Managing Director or the Whole-time Director, if they are not present within 15 minutes after the time appointed for holding the meeting or are unwilling to act as Chairman of the meeting, the Directors present shall elect one of their members to be Chairman of the Meeting.

The Chairman be permitted to hold the position of both the Chairman of the Board and / or General Meeting as well as Managing Director / CEO / equivalent position thereof in the Company as per the recommendations of the appropriate committee of the Directors and approved by the Board of Directors and as permitted by applicable laws from time to time.

98. No business shall be transacted at any General Meeting, except the election of Chairman, whilst the chair is vacant.
99. The Chairman may, with the consent of a majority of the members personally present at any meeting, adjourn such meeting from time to time and from place to place in the city, town or village where the Registered Office of the Company be situate but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. A resolution passed at an adjourned meeting of the Company shall be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.
100. Whenever any meeting is adjourned for thirty days or more notice of such adjourned meeting shall be given as in the case of an original meeting.
101. At any General Meeting, a resolution put to vote of the meeting shall, unless a poll is demanded under Section 109, or if the voting is carried out electronically be decided on a show of hands. Such voting in a general meeting or by postal ballot shall also include electronic voting in a General Meeting or Postal Ballot as permitted by applicable laws from time to time.

A declaration by the Chairman in pursuance of this Article hereof that on a show of hands a resolution has or has not been carried or has or has not been carried either unanimously or by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

102. In case of an equality of votes the Chairman of any meeting shall both on the show of hands and at a poll (if any) held pursuant to a demand made at such meeting, have a second or casting vote.

MINUTES OF PROCEEDINGS OF GENERAL MEETINGS, BOARD AND OTHERS MEETINGS

103. The Company shall cause minutes of all proceedings of General Meetings of any class of shareholders or creditors, and every resolution passed by postal ballot and of all proceedings at meetings of its Board of Directors or of committees of the Board, to be entered in books kept for the purpose.

The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

All appointments of officers made at any time of the meetings aforesaid shall be included in the minutes of the meeting.

In case of a meeting of the Board of Directors or of a Committee of the Board, the minutes shall also contain:

- i. the names of the Directors present at the meeting; and the names of the Directors who are present through video or other audio-visual means.
- ii. in the case of each resolution passed at the meeting, the name of the Directors, if any, dissenting from or not concurring on the resolution.

There shall not be included in the minutes, any matter which, in the opinion of the Chairman of the meeting:

- (a) is or could reasonably be regarded as defamatory of any person;
- (b) is irrelevant to the interests of the Company; or
- (c) is detrimental to the interests of the Company.

Explanation: - The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this Article.

Any such minute, if purporting to be signed by the Chairman of the meeting at which the proceedings took place or by the Chairman of the next succeeding meeting, shall be evidence of the proceedings.

Where the minutes have been kept in accordance with the above clause hereof; then until the contrary is proved, the meeting shall be deemed to have been duly called and held and all proceedings thereat to have duly taken place and the resolution passed by circulation, postal ballot or other permitted means shall be construed to have been duly passed, and in particular all appointments of Directors, Key Managerial Personnel, Auditors or Company Secretary in practice, made at the meeting shall be deemed to be valid, including the matters that are required to be transacted at a meeting of the Board as specified in Section 179 of the said Act.

104. The books containing the minutes of the proceedings of General Meetings of the Company shall –
- (a) be kept at the registered office of the Company; and
 - (b) be open during business hours to the inspection of any member without charge
 - (c) subject to such reasonable restrictions as the Company may impose so however that not less than two hours in each day are allowed for inspection

Any member shall be entitled to be furnished within seven working days after he has made request in that behalf to the Company with a copy of any Minutes referred to in this clause on payment of Rs.10/- for every page or part thereof required to be photocopied and that the Company shall comply with provisions of Section 119 of the Act.

105. The provisions contained in the preceding Article shall mutatis mutandis apply to other registers maintained under the provisions of the said Act, that can be inspected by an eligible person.
106. No document purporting to be a report of the proceedings of any General Meeting of the Company shall be circulated or advertised at the expense of the Company unless it includes the matters required by Section 118 of the Act to be contained in the Minutes of the proceedings of such meeting.

VOTING RIGHTS AND PROXY

107. No member shall be entitled to exercise any voting right on any question either personally or by proxy or upon poll (including voting by electronic means) in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has or has exercised any right of lien.
108. A member is not prohibited from exercising his voting right on the ground that he has held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in this Article.
109. In the case of Joint-holders, the vote of the senior, who tenders a vote in person, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names appear in the Register of Members.
110. A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or at a poll by his committee or other legal guardian and not otherwise, and any such committee or guardian may, on a poll, vote by proxy.
111. Notwithstanding anything contained in this Articles, where the title to any Securities is under dispute before any court, where no injunction subsists (or direction made) as to the exercise of voting rights or other rights of a member including the rights attached to such Securities, the Board shall be entitled to suspend any such right aforesaid.
112. A Member being a Body Corporate (whether a company within the meaning of the said Act or not) may by resolution of its Board of Directors or other governing body authorize such persons as it thinks fit to act as its representative at any meeting of the Company, or at any meeting of any class of members of the Company. A person authorized by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the Body Corporate which he represents as that body could exercise if it were a member, creditor or holder of debentures of the Company.
113. Subject and without prejudice to any special privileges or restrictions or conditions for the time being attached to or affecting the preference or other special classes of shares, if any, issued by and for the time being forming part of the capital of the Company every member, entitled to vote under the provisions of these presents and not disqualified by the provisions of this Articles shall on a show of hands have one vote and upon a poll every member, present in person or proxy or agent duly authorized by a power-of-attorney or representative duly authorized and not disqualified as aforesaid, shall have voting rights in proportion to his share of the paid-up equity capital of the Company subject

however to any limits imposed by law. But no member shall have voting right in respect of any moneys paid in advance as provided by this Article.

114. No member not personally present shall be entitled to vote on a show of hands unless such member is a Body Corporate present by proxy or by a representative duly authorized under Section 113 of the Act in which case such proxy or representative may vote on a show of hands as if he were a member of the Company.
115. A Member may exercise his vote, in respect of items of business to be transacted for which notice is issued, by electronic means in accordance with Section 108, and shall vote only once. On a poll taken at a meeting of the Company a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses. A member or his proxy who votes shall be deemed to have used all his votes unless he expressly gives written notice to the contrary at the time he casts any votes. Any member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself but a proxy so appointed shall not have any right to speak at the meeting and shall not be entitled to vote except on a poll.
116. The instrument appointing a proxy shall be in writing and shall be signed by the appointer or his attorney duly authorized in writing. If the appointer is a Body Corporate such instrument shall be under its seal or be signed by an officer or an attorney duly authorized by it, or by the persons authorized to act as the representative of such company under this Article. Any instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand or join in the demand for a poll on behalf of the appointer, where a poll has not been ordered to be carried out electronically.
117. No instrument of proxy shall be treated as valid and no person shall be allowed to vote or act as proxy at any meeting under an instrument of proxy, unless such instrument of proxy and power-of-attorney or other authority (if any) under which it is signed or a notarial certified copy of that power or authority shall have been deposited at the Registered Office of the Company at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the persons named in such instrument proposes to vote. An instrument appointing a proxy or an attorney permanently or for a certain period once registered with the Company need not be again registered before each successive meeting and shall be in force until the same shall be revoked. Notwithstanding that a power-of-attorney or other authority has been registered in the records of the Company, the Company may by notice in writing addressed to the member or to attorney at least seven days before the date of a meeting require him to produce the original power-of-attorney or authority and unless the same is thereupon deposited with the Company the attorney shall not be entitled to vote at such meeting unless the Directors in their absolute discretion excuse such non-production and deposit.
118. If any such instrument of appointment be confined to the objects of appointing an attorney or proxy or substitute, it shall remain, permanent or for such time as the Directors may determine in the custody of the Company and if embracing other objects, a copy thereof, examined with the original shall be delivered to the Company to remain in the custody of Company.
119. If more than one instrument of proxy from the same member to vote at the same time be deposited with the Company that instrument of proxy bearing the latest date, shall alone be accepted; if all the instruments bearing the same date, then that one of them registered in the books of the Company as having been last deposited with the Company shall alone be accepted.
120. A vote given in pursuance of an instrument of proxy shall be valid, notwithstanding the previous death of the principal or the revocation of the proxy or any power-of-attorney under which such proxy was

signed or the transfer of the shares in respect of which the vote is given provided no intimation in writing of the death, revocation or transfer shall have been received at the Registered Office of the Company before the vote is given.

121. In case of e-voting, a Member shall be deemed to have exercised his voting rights by himself, even if any other person had voted using the login credentials of that Member.
122. No objection shall be made to the validity of any vote except at the meeting or adjourned meeting or poll at which such vote shall be tendered and every vote whether given personally or by proxy, and not disallowed at such meeting or poll, shall be deemed valid for all purposes of such meeting or poll whatsoever.
123. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting and the Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll. The Chairman shall be assisted by a scrutinizer, appointed by the Board for this purpose.

DIVIDENDS AND CAPITALISATION OF PROFITS

124. The Company in General Meeting may declare a dividend to be paid to the members according to their respective rights and interests in the profits, and may fix the time for the payment thereof.
125. Any share holder whose name is entered in the Register of Members of the Company shall enjoy the rights and be subject to the same liabilities as all other shareholders of the same class.
126. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.
127. Unless the Company otherwise resolves, dividends shall be paid in proportion to the amount paid up or credited as paid up on each share, where a larger amount is paid up or credited as paid up on some share than on others. Provided always that any capital paid up on a share during the period in respect of which a dividend is declared shall unless otherwise resolved be only entitled the holder of such share to a proportionate amount of such dividend from the date of payment.
128. Capital paid-up in advance of calls shall not confer a right to dividend or to participate in profits.
129. No dividends shall be payable except out of profits of the Company of the year or any other undistributed profits and no dividend shall carry interest against the Company. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
130. The Directors may, from time to time, declare and pay to the members such interim dividend as in their judgment the position of the Company justifies.
131. No member shall be entitled to receive payment of any dividend in respect of any share or shares on which the Company has a lien, or whilst any amount due or owing from time to time to the Company, either alone or jointly with any other person or persons, in respect of such share or shares, or on any other account whatsoever, remains unpaid, and the Directors may retain, apply and adjust such dividend in or towards satisfaction of all debts, liabilities, or engagements in respect of which the lien exists, and of all such money due as aforesaid.

132. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member, or which any person under the same clause is entitled to transfer, until such person shall become a member in respect thereof or shall duly transfer the same.
133. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
134. No dividend shall be paid by the Company in respect of any share except to the registered holder of such share or to his order or to his bankers or any other person as permitted by applicable law.
135. All dividends shall be paid by the cheque, or warrant in respect thereof shall be posted within thirty days of the date on which such dividend is declared by the Company. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost to the member or person entitled thereto by forged endorsements on any cheque or warrant, or the fraudulent or improper recovery thereof by any other means.
136. Notice of the declaration of any dividend whether interim or otherwise, shall be given to the members in the manner hereinafter provided for giving of notice to member.
137. The Directors may, if they think fit, call upon the members, when applying for dividends, to produce their share certificates to such person or persons appointed by them in that behalf.
138. Any one of several persons who are registered as joint-holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.
139. No dividend shall be payable except in cash.
140. Provided that nothing herein shall be deemed to prohibit the capitalization of profits or reserves of the Company for the purpose of issuing fully paid-up bonus shares or paying up any amount for the time being unpaid on any shares held by the members of the Company subject to compliance of the Act.
141. Provided further that any dividend payable in cash may be paid in cheque or warrant or in any electronic mode to the Member entitled to the payment of the dividend.
142. Any General Meeting declaring a dividend may make a Call on the Members of such amount as the meeting fixes and so that the Call be made payable at the same time as the dividend, and the dividend may, if so resolved by the Company in General Meeting be set off against the Calls.
143. Members in a General Meeting either in person or proxy or, through Postal Ballot or, by any other means, as may be permitted may on the recommendation of the Board, direct capitalization of the whole or any part of the undivided profits for the time being of the Company or the whole or any part of the Reserve Fund or other funds of the Company including the moneys in the Securities Premium Account and the Capital Redemption Reserve Account or the premiums received on the issue of any shares, debentures or debenture-stock of the Company and that such sum be accordingly set free for the purpose, (1) by the issue and distribution, among the holders of the shares of the Company or any of them, in accordance with their respective rights and interests and in proportion to the amounts paid or credited as paid up thereon, of paid-up shares, debentures, debenture-stock bonds or other obligations of the Company, or (2) by crediting any shares of the Company which may have been issued

and are not fully paid up, in proportion to the amounts paid or credited as paid up thereon respectively, with the whole or any part of the same.

144. For the purposes above set out the Company may, subject to the provisions contained in section 63, apply: (i) its free reserves, (ii) the Securities Premium Account subject to the provisions of Section 52(2) of the said Act; (iii) the Capital Redemption Reserve Fund subject to the provisions of Section 55(4) of the said Act; and (iv) such other reserves or account as may be applied for issue of bonus shares.
145. The Board shall have the right to fix a date for the purpose of determining the Members who are entitled to the payment of the dividend, or shares pursuant to the capitalization of reserves, and for any other action of the Company that requires determination of the details of Members.

ACCOUNTS

146. The Directors 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 the members not being Directors; and no member (not being a Director) shall have any right of inspection of any account or book or document of the Company except as conferred by law or authorized by the Directors.

BOARD OF DIRECTORS, THEIR QUALIFICATION AND REMUNERATION

147. (a) The number of Directors shall not be less than Three and not more than Fifteen Directors. The Company shall have the power to increase the number of Directors beyond Fifteen after passing a Special Resolution.
- (b) The names of the first Directors are:
1. Mr. R. CHELLAPPAN
 2. Mr. A. BALAN
 3. Mr. G. RAMASUBRAMANIAN
 4. Mr. K. V. NACHIAPPAN
148. If and when the Company shall issue debentures the holders of such debentures, or if and when the Company shall create a mortgage of any property, the mortgagee or mortgagees to whom such property shall be mortgaged, may have the right to appoint and nominate and from time to time remove and re-appoint a Director or Directors, in accordance with the provisions of the Trust Deed securing the said debentures, or the deed creating such mortgages, as the case may be. A Director so appointed under this Article, is herein referred to as "The Debenture Director" and the term "Debenture Director" means a Director for the time being in office under the Article, and he shall have all the rights and privileges of an ordinary Director of the Company, except in so far as is otherwise provided for herein or by the Trust Deed securing the Debentures or the deed creating the mortgage, as the case may be.
149. Any deed for securing loans by the Company from financial corporations may be so arranged to provide for the appointment from time to time by the lending financial corporation of some person or persons to be a director or directors of the Company and may empower such lending financial corporation from time to time to remove and re-appoint any Director so appointed. A Director appointed under this Article is herein referred as "Nominee Director" and the term "Nominee Director" means any director for time being in office under this Article. The deed aforesaid may contain ancillary provisions as may be arranged between the Company and the lending corporation and all such provisions shall have effect notwithstanding any of the other provisions herein contained.

150. No Director of the Company be required to hold any qualification shares.
151. The Directors shall arrange to maintain at the Registered office of the Company a Register of Directors, Key Managerial Personnel, containing the particulars and in the form prescribed by Section 170 of the Act. It shall be the duty of every Director and other persons regarding whom particulars have to be maintained in such Registers to disclose to the Company any matters relating to himself as may be necessary to comply with the provisions of the said sections.
152. A Director may receive remuneration by way of fee not exceeding such amount as may be permissible under the Rules for attending each meetings of the Board or Committee thereof; or of any other purpose whatsoever as may be decided by the Board.
153. Subject to the provisions of Section 197 of the said Act:
- (a) Any one or more of the Directors shall be paid such additional remuneration as may be fixed by the Directors for services rendered by him or them and any one or more of the Directors shall be paid further remuneration if any as the Company in General Meeting or the Board of Directors shall from time to time determine. Such remuneration and/or additional remuneration may be paid by way of salary or commission on net profits or turnover or by participation in profits or by way of perquisites or in any other manner or by any or all of those modes.
 - (b) If any director, being willing shall be called upon to perform extra services, or to make any special exertion for any of the purposes of the Company, the Company in General Meeting or the Board of Directors shall, subject as aforesaid, remunerate such Director or where there is more than one such Director all or such of them together either by a fixed sum or by a percentage of profits or in any other manner as may be determined by the Directors and such remuneration may be either in addition to or in substitution for the remuneration above provided.
 - (c) In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid travelling, hotel and other expenses incurred by them in attending and returning from meetings of the Board of Directors or any Committee thereof or General Meetings of the Company; or in connection with the business of the Company.
154. The Directors may from time to time fix the remuneration to be paid to any member or members of their body constituting a committee appointed by the Directors in terms of these articles not exceeding such amount as is permissible under the Rules, per meeting attended by him.
155. The Board of Directors may allow and pay to any Director fair compensation for his travelling and other expenses incurred in connection with the business of the Company including attendance at meeting of the Board or Committee thereof.
156. The remuneration of the Managing Director or Managing Directors or whole time Director or whole time Directors (Subject to provisions of Section 197 and other applicable provisions of the Act and of these Articles and of any contract between him or them and the Company) shall be in accordance with the terms of his or their contract with the Company.

APPOINTMENT AND ROTATION OF DIRECTORS

157. The Company shall appoint such number of Independent Director(s) and Woman Director(s) as it may deem fit, for a term specified in the resolution appointing them. All the Directors of the Company, except Debenture Directors, Nominee Directors, Independent Directors and Managing Directors, appointed as per this Article, shall be liable to retire by rotation as given in this Article at every Annual General Meeting.
- 158.
- a) Subject to the provisions of Section 152 of the Act at every Annual General Meeting, one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third, shall retire from office.
 - b) The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot. A retiring Director shall be eligible for re-election.
 - c) At the Annual General Meeting at which a Director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring Director or some other person thereto. If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a National Holiday, till the next succeeding day which is not a holiday, at the same time and place.
 - d) If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting unless :-
 - i. at the meeting or at the previous meeting a resolution for the re-appointment of such Director has been put to the meeting and lost;
 - ii. the retiring Director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed;
 - iii. he is not qualified or is disqualified for appointment;
 - iv. a resolution, whether special or ordinary, is required for his appointment or re-appointment by virtue of any provisions of the said Act; or
 - v. Section 162 is applicable to the case.
159. The Company may by an ordinary resolution remove any Director (not being a Director appointed by the Tribunal in pursuance of Section 242 of the Act) in accordance with the provisions of Section 169 of the Act. A Director so removed shall not be re-appointed as a Director by the Board of Directors.
160. A person who is not a retiring Director shall subject to the provisions of the said Act, be eligible for appointment to the Office of Director at any General Meeting, if he or some member intending to propose him as a Director has, not less than fourteen days before the meeting, left at the Registered Office of the Company a notice in writing under his hand signifying his candidature as a Directors or as the case may be, the intention of such Member to propose him as a candidate for the office, along with deposit of one lakh rupees or such other amount as may be specified in the relevant Rules .

The amount so deposited shall be refunded to such person or, as the case may be, to the Member, if the person proposed gets elected as a Director or gets more than 25% of total valid votes.

- 161.** A person appointed as a Director shall not act as a Director unless he gives his consent to hold the office as director and such consent has been filed with the Registrar within thirty days of his appointment in such manner as prescribed in the relevant Rules.
- 162.** a) At a General Meeting of the Company a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution, unless a resolution that is shall be so made has first been agreed to by the meeting without any vote being given against it. A resolution moved in contravention of this clause shall be void, whether or not objection was taken at the time to its being so moved;
- b) For the purpose of this Article a motion for approving a person's appointment or for nominating a person for appointing shall be treated as a motion for his appointment.
- 163.** The Directors shall have power at any time and from time to time, to appoint any person other than a person who fails to get appointed as a director in a general meeting, as an additional director at any time. Each such Additional Director shall hold office only up to the date of the next following Annual General Meeting, or the last date on which the annual general meeting should have been held, whichever is earlier, but shall be eligible for appointment by the Company at that meeting as a Director.
- 164.** If the office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may be filled by the Board of Directors at a meeting of the Board.
- Any person so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it has not been vacated as aforesaid.
- 165.** a). The Board of Directors may appoint a person, not being a person holding any alternate directorship for any other Director in the Company, to act as an Alternate Director to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from India.
- b). No person shall be appointed as an alternate director for an Independent Director unless he is qualified to be appointed as an Independent Director.
- c). An Alternate Director shall be entitled to notice of meetings of the Directors, and to attend and vote there at accordingly.
- d). An Alternate Director shall vacate office if and when the Original Director returns to India.
- e). If the term of office of the Original Director is determined before he so returns to India as aforesaid any provision for the automatic re-appointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the Alternate Director.
- f). An Alternate Director may be removed by the Board of Directors which may appoint another Alternate Director in his place.
- 166.** The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below three, the continuing Directors may act for the purpose of increasing the number of Directors to the said number, or of summoning a General Meeting of the Company, but for no other purpose.

RESIGNATION OF OFFICE BY DIRECTORS

- 167.** Subject to the provisions of Section 168 of the Act a Director may at any time resign from his office upon giving notice in writing to the Company of his intention so to do, and thereupon his office shall be vacated.

PROCEEDINGS OF BOARD OF DIRECTORS

- 168.** A minimum number of four meetings of the Directors shall have been held in every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board. The Director may meet together for the conduct of business, adjourn and otherwise regulate their meeting and proceedings, as they think fit, and may determine the quorum necessary for the transaction of business.
- 169.** The Board of Directors shall be entitled to hold its meeting through video conferencing or other permitted means, and in conducting the Board meetings through such video conferencing or other permitted means the procedures and the precautions as laid down in the relevant Rules shall be adhered to. With regard to every meeting conducted through video conferencing or other permitted means, the scheduled venue of the meetings shall be deemed to be in India, for the purpose of specifying the place of the said meeting and for all recordings of the proceedings at the meeting.
- 170.** Subject to provisions of Section 173 (3) of the Act, notice of not less than seven days of every meeting of the Board of Directors of the Company shall be given in writing to every Director at his address registered with the company and shall be sent by hand delivery or by post or through electronic means.

The meeting of the Board may be called at a shorter notice to transact urgent business subject to the condition that at least one Independent Director of the Company shall be present at the meeting. In the event, any Independent Director is not present at the meeting called at shorter notice, the decision taken at such meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one Independent Director.

- 171.** The quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one third being rounded off as one), or two directors whichever is higher and the directors participating by video conferencing or by other permitted means shall also counted for the purposes of this Article.

Provided that where at any time the number of interested Directors exceeds or is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of the Directors who are not interested, being not less than two, shall be the quorum during such time.

Explanation: The expressions "interested Director" shall have the meanings given in Section 184(2) of the said Act and the expression "total strength" shall have the meaning as given in Section 174 of the Act.

- 172.** If a meeting of the Board could not be held for want of a quorum then the meeting shall automatically stand adjourned to the same day in the next week, at the same time and place, or if that day is a National Holiday, till the next succeeding day which is not a National Holiday at the same time and place

The provisions of Article 170 shall not be deemed to have been contravened merely by reason of the fact that a meeting of the Board which has been called in compliance with the terms of that Article could not be held for want of a quorum.

- 173.** A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and directions by law or under the Articles and regulations for the time being vested in or exercisable by the Directors generally.
- 174.** The Chairman, Director may or Secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.
- 175.** Questions arising at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes, the Chairman thereof shall have a second or casting vote.
- 176.** The Directors may elect a Chairman of their meetings, and determine the period for which he is to hold office, and unless otherwise determined the Chairman shall be elected annually. If no Chairman is elected, or if at any meeting the Chairman is not present within five minutes of the time appointed for holding the same, or is unwilling to preside, the Directors present may choose one of their members to be the Chairman of such meeting.
- 177.** Subject to the provisions of Section 179 of the said Act, the Directors may delegate any of their powers, other than powers which by reason of the provisions of the said Act cannot be delegated to committees consisting of such member or members of their body as they may think fit, and they may from time to time revoke and discharge any such Committee either wholly or in part, and either as to persons or purposes. Every Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors, and all acts done by any such Committee in conformity with such regulations and in fulfillment of the purpose of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.
- 178.** The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of any such Committee, or by any regulations made by the Directors.
- 179.** A resolution not being a resolution required by the said Act or otherwise to be passed at a meeting of the Directors, may be passed without any meeting of the Directors or of a committee of Directors provided that the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee as the case may be, at their addresses registered with the Company, by hand delivery or by post or courier or through electronic means as permissible under the relevant Rules and has been approved by a majority of the Directors as are entitled to vote on the resolution.
- 180.** All acts done by a person as a Director shall be valid, notwithstanding that it may be afterwards discovered that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provision contained in the said Act or in these Articles. Provided that this Article shall not give validity to acts done by a Director after his appointment has been shown to the company to be invalid or to have terminated.
- 181.** The Directors shall cause minutes to be duly entered in a book or books provided for the purpose in accordance with these presents and section 118 of the Act.

182. The Directors shall cause to be kept at the Registered Office.

- (a) a Register mentioned in Article and
- (b) a Register of Contracts or arrangements of which they are interested, containing the particulars required by Section 189 of the Act.

The provisions contained in Article relating to inspection and taking copies shall be mutatis mutandis be applicable to the registers specified in this Article.

APPOINTMENT OF KEY MANAGERIAL PERSONNEL

183. Subject to the provisions of the Act,

A Key Managerial Personnel may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and the Key managerial Personnel so appointed may be removed by means of a resolution in the Board Meeting.

A Director may be appointed as Chief Executive Officer, Chief Financial Officer, Manager or Company Secretary

APPOINTMENT OF MANAGING DIRECTOR(S)

184. The Board may at any time appoint, subject to the approval of the Central Government, wherever necessary, one or more of its body as Managing Director(s) for the Company for any period and on such terms and conditions as to his / their powers and duties the Board may determine from time to time. The Board may also designate him / them as Joint Managing Director or by any other designation.

POWERS OF MANAGING DIRECTOR(S)

185. Subject to the superintendence, control and directions of the Board, the Managing Director shall manage the whole of the business of the Company and all its affairs, shall exercise all powers, control its finances, appoint and manage employees of all grades, and perform all duties generally in relation to the management of affairs and transactions of the Company, as may be proper or expedient and in particular, exercise the powers conferred on the Board, except those which can only be exercised by the Board or the Company in General Meeting and the Managing Director shall always act for and on behalf of the Company in the management of its affairs.

- (a) A Managing Director shall not be liable to retire by rotation, so long as they hold such office.
- (b) In the event of there being more than one Managing Director at any time holding office, whether designated as Managing Director or Joint Managing Director or otherwise then, unless otherwise provided by the terms of their appointment or unless otherwise directed by the Board all the powers vested in the Managing Director(s) by or under these presents shall be exercisable by either of them severally. They shall be deemed to hold their office under separate contracts of service and notwithstanding the termination of the office of any of the Managing Director(s) the other Managing Director(s) shall be entitled to act and exercise all the powers conferred under these presents on the Managing Director(s).

WHOLE-TIME DIRECTOR(S)

- 186.** The Board may at any time appoint one or more of their body as Whole-time Director(s) under the designation of Technical Director, Executive Director, Administrative Director or under such other designation as the Board deems fit. The Whole-time Director(s) shall perform duties under the control, supervision and directions of the Board and Managing Director(s) and exercise powers delegated by the Board or Managing Director under conditions and restrictions imposed by the Board or Managing Director(s).

SECRETARY

- 187.** The Directors may from time to time appoint and at their discretion remove, a person (hereinafter called “the Secretary”) to keep the Registers required to be kept by the Company, to perform any other function which by the said Act or by these Articles are to be performed by the Secretary and to execute any other duties which may from time to time be assigned to the Secretary by the Directors.

AUDIT

- 188.** (a) The financial statements of the Company shall be audited by one or more Auditors to be appointed pursuant to the provisions of Section 139 of the Act and the Rules referred therein.

(b) Subject to provisions of the Act, the Company at an Annual General Meeting shall appoint an individual or firm as a Statutory Auditor who shall hold office for a term as specified by the Act and as may be recommended by the Board and approved by the Members. Provided that, subject to the provisions of the Act, the appointment of Statutory Auditors shall be ratified by members at every Annual General Meeting.

(c) The Company shall not appoint:

- i. an individual as auditor for more than one term of five consecutive years; and
- ii. an audit firm as auditor for more than two terms of five consecutive years:

Further, 1) an individual auditor who has completed his term under clause (i) shall not be eligible for re-appointment as auditor in the Company for five years from the completion of his term; 2) an audit firm which has completed its term under clause (ii), shall not be eligible for re-appointment as auditor in the Company for five years from the completion of such term.

The above conditions of term and rotation will be subject to the provisions of the Act from time to time. Subject to the Provisions of the Act and related Rules, a retiring auditor may be re-appointed at an annual general meeting if-

- i. He is not disqualified for re-appointment;
- ii. He has not given the Company a notice in writing of his unwillingness to be re-appointed;
- iii. a resolution has not been passed at that meeting appointing some other auditor or providing expressly that he shall not be re-appointed;

(d) An individual or firm shall be appointed at the Annual General Meeting subject to the fulfillment of the eligibility criteria, qualifications and disqualifications prescribed under the Act.

(e) Any casual vacancy in the office of a Statutory Auditor shall be filled by the Board within thirty days from the date on which such vacancy arose.

(f) But if such casual vacancy is as a result of resignation of a Statutory Auditor, such appointments will also be required to be approved by the members within 3 months from the date of recommendation by the Board in this regard.

(g) The Company shall comply with the provisions of Section 143 of the Act in relation to the audit of the accounts of Branch Offices of the Company.

(h) The Remuneration of the Statutory Auditors of the Company shall be fixed by the Company in General Meeting.

(i) The remuneration shall, in addition to the fee payable to an auditor, include the expenses, if any, incurred by the auditor in connection with the audit of the Company and any facility extended to him but need not include any remuneration paid to him for any other service rendered by him at the request of the Company.

(j) The Board may appoint a Company Secretary in practice as a Secretarial Auditor, if so required under Section 204 of the Act and the Rules referred therein.

(k) The Board may appoint an Internal Auditor, if so required under Section 138 of the Act, who shall either be a Chartered Accountant or a Cost Accountant or such other professional as the Board may decide from time to time.

(l) The Board may appoint a Cost Accountant in practice or such other professional as may be prescribed in the Act, if so directed by the Central Government under Section 148 of the Act.

(m) The remuneration determined by the Board for the Cost Auditor is required to be ratified subsequently by the shareholders of the Company.

(n) The powers and duties of the Statutory Auditors, Cost Auditors and Secretarial Auditors shall be as per the provisions of Section 143 of the Act.

POWERS OF DIRECTORS

189. a). Subject to clause (b) hereof the Directors may, from time to time at their discretion raise or borrow, or secure the repayment of any loan or advance taken by the Company. Any such moneys may be raised and the payment or repayment of such moneys may be secured in such manner and upon such terms and conditions in all respects as the Directors may think fit and, in particular by promissory notes, or by opening current accounts or by receiving deposits and advances at interest, with or without security, or by the issue of debentures of debenture-stock of the Company charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being, or by mortgaging, charging or pledging any lands, buildings, machinery, plants, goods or other property and securities of the Company, or by such other means as to them may seem expedient.

b) The Board of Directors shall not, except with the consent of the Company in General Meeting, borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose.

c) No debt by the Company in excess of limit imposed by this Article shall be valid or effectual unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by that Article has been exceeded.

d) Any bonds, debentures, debenture-stock or other securities issued or to be issued by the Company, shall be under the Control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

e) Any such debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

f) If any other offer is made to the public to subscribe for or purchase debentures the provisions of the said Act relating to a prospectus shall be complied with.

g) The Company shall have power to issue debentures whether convertible or non-convertible, and whether linked to issue of equity shares or not, among members, but in exercising, this power, provisions of Sections 56, 71, 78, 88, 113 and 117 of the Act or any statutory modifications thereof shall be complied with.

190. Subject to the provisions of Section 135, 179, 180, 181, 182, 183, 184, 185, 186, 188, 203 and other applicable provisions, if any, of the Act, the Board of Directors of the Company shall be entitled to exercise all such powers, give all such consents, make all such arrangements, be nearly do all such acts and things as are or shall be by the said Act, and the memorandum of association and these precedents directed or authorized to be exercised, given, make or done by the Company and are not thereby expressly directed or required to be exercised, given, made or done by the Company in General Meeting, but subject to such regulations being (if any) not inconsistent with the said provisions as from time to time may be prescribed by the Company in General Meeting provided that no regulation so made by the company in General Meeting shall invalidate any prior act of the Directors which would have been valid if the regulations had not been made.

191. Save as provided by the said Act or by these presents and subject to the restrictions imposed by Section 179 of the said Act, the Directors may delegate all or any powers by the said Act or by the Memorandum of Association or by these presents reposed in them.

192. Subject to the provisions of the Articles 208 but without prejudice to the General Powers thereby conferred and so as not in any way to conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers and authorities, that is to say power and authority :

a) to enter into agreements with foreign components and other persons for obtaining by granting license or other terms, formulae and other rights and benefits and to obtain financial and or technical collaboration, technical information, knowhow and expert advice in connection with the activities and business permitted under the Memorandum of Association of the Company.

b) to take over and acquire the industrial license, import license, permit and other rights on payment of actual and out of pocket expenses incurred thereof, and compensation for technical services rendered in connection therewith:

i. to purchase in India or elsewhere any machinery plant, stores and other articles and things for all or any of the objects or purpose of the Company;

ii. to purchase, take on lease or otherwise acquire in India any lands (whether freehold,

leasehold or otherwise) and with or without houses, buildings, structures or machinery (fixed or loose) and any moveable property, rights or privileges (including intellectual property rights) from any person including a Director in furtherance of or for carrying out its objects, at or for such price or consideration and generally on such terms and conditions and with such title thereto as they may think fit or may believe or be advised to be reasonable satisfactory.

- iii. to purchase, or otherwise acquire from any person and to resell, exchange, and repurchase any patent for or license for the use of any invention.
- iv. to purchase or otherwise acquire for the Company any other property, formulae, concessions, rights and privileges which the Company is authorized to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit.
- v. to determine from time to time who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsement, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purposes;
- vi. to institute, conduct, defend, compound, abandon or refer to arbitration any action, suit, appeals, proceedings, for enforcing decrees and orders and other legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, to compound or compromise and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company and to refer the same or arbitration, to observe and perform any awards made there on; to act on behalf of the Company in all matters relating to bankrupts and insolvents;
- vii. the person duly authorised by the Directors shall be entitled to make, give, sign and execute all and every warrant to use or defend on behalf of the Company, and all and every legal proceedings and compositions or compromise, agreements, and submission to arbitration and agreement to refer to arbitration as may be requisite, and for the purposes aforesaid, the Secretary or such other person may be empowered to use their or his own name on behalf of the Company, and they or he shall be saved harmless and indemnified out of the funds and property of the Company, from and against all costs and damages which they or he may incur or be liable to by reason of their or his name so used as aforesaid.
- viii. from time to time and at any time to entrust to and confer upon the officers for the time being of the Company, and to authorise, or empower them to exercise and perform and by Power-of-Attorney under seal to appoint any person to be the Attorney of the Company and invest them with such of their powers, authorities, duties and discretion exercisable by or conferred or imposed upon the Directors, but not the power to make Calls or other power which by law are expressly stated to be incapable of delegation as the Directors may think fit, and for such time and to be exercise for such objects and purposes and subject to such restrictions and conditions, as the Directors may think proper or expedient, and either collaterally with or to the exclusion of and in substitution for all or any of the powers, authorities, duties and discretions of the Directors in that behalf, with authority to the Secretary or such officers or attorney to sub-delegate all or any of the powers, authorities, duties, and discretions for the time being vested in or conferred upon them and from time to time to revoke all such appointments of attorney and withdraw, alter or vary all or any of such powers, authorities, duties and discretions;
- ix. at any time and from time to time by power-of-attorney to appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers,

authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment (if the Directors think fit) may be made in favour of the members or any of the members of any Local Board established as aforesaid or in favour of any Company or the members, Directors, nominees, or Managers of any company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the Directors, and any such Power-of-attorney may contain such powers for the protection or convenience of persons dealing with such Attorney as the Directors may think fit.

- x. Generally subject to the provisions of the Act and these Articles to delegate the powers, authorities and discretions vested in the Directors to any Key Managerial Personnel, firm, company or fluctuating body of persons as aforesaid.
- xi. To authorize the issue of securities (including depository receipts), whether convertible to shares or not, as per applicable laws, either as a primary issue or a secondary offering.

INDEMNITY TO AND PROTECTION OF DIRECTORS AND OFFICERS

- 193.** 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 judgement 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.

SEAL

- 194.** The Directors shall provide a Common 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 thereto and the Directors shall provide for the safe custody of the seal for the time being. The seal of the Company shall never be used except by the authority of a resolution of the Board of Directors or of a committee of the Board authorized by it in that behalf and in presence of one of Directors or such other persons as the Board may authorize who will sign in token thereof and countersigned by such officers or persons at the Directors may from time to time resolve.

NOTICES AND SERVICE OF DOCUMENTS

- 195.** It shall be imperative on every member or notify to the Company for registration his place of address in India and if he has no registered address within India to supply to the Company an address within India for giving of notices to him.
- 196.** A member may notify his email address if any, to which the notices and other documents of the company shall be served on him by electronic mode.
- 197.** The Company's obligation shall be satisfied when it transmits the email and the company shall not be responsible for failure in transmission beyond its control.
- 198.** Subject to Section 20 of the said Act, a document may be served by the Company on any member thereof by sending it to him by post or by registered post or by speed post or by courier or by delivering at his address (within India) supplied by him to the company for the service of notices to him.

- 199.** Every person, who by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by any and every notice and other document in respect of such share which previous to his name and address being entered upon the register shall have been duly given to the person from whom he derives his title to such share.
- 200.** Any notice required to be given by the Company to the members or any of them and not expressly provided for by these presents shall be sufficiently given, if given by advertisement, once in English and once in a vernacular daily newspaper circulating in the city, town or village in which the registered office of the Company is situate.
- 201.** Any notice or document served in the manner hereinbefore provided shall notwithstanding such member be then dead and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any share, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint-holder thereof and such service, for all purposes of these presents be deemed a sufficient service of such notice or documents on his heirs, executors, administrators and all person (if any) jointly interested with him in any such shares.
- 202.** Any notice given by the Company shall be signed (digitally or electronically) by a Director or by the Secretary or some other officer appointed by the Directors and the signature thereto may be written, facsimile, printed, lithographed, Photostat.
- 203.** A document may be served on the Company or on an officer thereof by sending it to the Company or officer at the Registered Office of the Company by post or by Registered Post or by leaving it at its Registered Office, or by means of such electronic mode or other mode as may be specified in the relevant Rules.

SECRECY CLAUSE

- 204.** Every Director, Secretary, Manager, Auditor, Trustee for the Company, its members or debenture-holders, member of a Committee, Officer, Servant, Agent, Accountant or other person employed in or about the business of the Company shall if so required by the Board, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in 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 so to do by the Board or by any General Meeting or by a Court of law and except so far as may be necessary in order to comply with any of the provisions contained in these Articles.
- 205.** No shareholder or other person, not being a Director, shall be entitled to enter into or upon the premises or the property of the Company, or to inspect the Company's premises or properties or the books or the accounts of the Company except to the extent allowed by the Act and subject to such reasonable restrictions as the Company General Meeting or the Board may impose in this behalf from time to time, without the permission of the Board or of the Managing Director for the time being, or require the discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company, and which in the opinion of the Board/Chairman or of the Managing Director will be inexpedient, in the interest of the members of the Company, to communicate.

WINDING-UP

- 206.** If the Company shall be wound up and the assets available for distribution among the members and such shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively and if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital paid up or which ought to have been paid up on the shares held by them respectively at the commencement of the winding up.
- 207.** If the Company shall be wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of a special resolution, divide among the contributories, in specie or kind any part of the assets of the Company and may, with the like sanction, vet any part of the assets of the Company in trustees for the benefit of the contributories, or any of them, as the liquidator, with the like sanction, shall think fit.

GENERAL POWERS

- 208.** Where any provisions of the said Act, provides that the Company shall do such act, deed, or thing, or shall have a right, privilege or authority to carry out a particular transaction, only if it is so authorized in its Articles, in respect of all such acts, deeds, things, rights, privileges and authority, this Article hereby authorizes the Company to carry out the same, without the need for any specific or explicit Article in that behalf.

PART B

- 209.** The Company has issued Debentures (as defined below) to the Debenture Holders (as defined below) in terms of the Debenture Trust Deed (as defined below). Notwithstanding anything to the contrary contained in these Articles (including any other provisions herein of non-obstante nature), this Article 209 and Articles 210 to 218 (and the related defined terms in Article 2) shall apply and shall have effect until Debenture Final Settlement Date and to the extent required and wherever applicable shall be read together with Part A of this Article. Any amendment or modification to this Article 209, and Articles 210 to 218 (and the related defined terms in Article 2) whether directly or indirectly (including through amendments to any other Articles herein or insertion of any new Articles), shall in addition to the consent of the shareholders by way of special resolution, require the prior written consent of the Debenture Trustee.
- 210.** Capitalised terms used in this Part B of these Articles shall have the meaning set out below. Other capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the Debenture Trust Deed (as defined below):

“Act” shall mean the Companies Act 2013 as amended from time to time and shall include any statutory replacement or re-enactment thereof as well as all notifications, regulations, rules, circulars framed thereunder;

“Acceleration” shall mean a declaration by the Debenture Trustee that all the Debenture Secured Obligations are due and payable forthwith and “Accelerate” shall be construed accordingly;

“Affiliate” shall mean:

- (a) with respect to any Person other than a natural Person, (i) any other Person that is directly or indirectly, through one or more intermediate Persons, Controlling, Controlled by, or under common Control of such Person, and (ii) any shareholders, directors, officers, key management employees of such Person and any of the Persons set out in paragraph (b) below with respect to such shareholders, directors, officers, key management employees; and
- (b) with respect to any natural Person, (i) any other Person that is a Relative of such Person and (ii) any Person that is directly or indirectly, through one or more intermediate Persons, Controlled by, or under common Control of or otherwise affiliated with such Person or the Relative of such Person;

“Amounts Due” shall mean Default Charges, Penal Charges, Upfront Fee, Prepayment Premium, if any, costs (including legal costs on full indemnity basis), charges, expenses, commissions, fees (including the remuneration and all fees, commitment fee, costs, charges and expenses payable to the Debenture Trustee and the Receiver), all Taxes and other fees and charges payable with respect to or in connection with the Debenture Documents including those payable for the negotiation, preparation, execution, registration, preservation, protection and enforcement of the Debenture Documents but shall exclude the Outstanding Principal and Coupon;

"Anti-Bribery Laws" means in relation to a Person, all Applicable Laws relating to anti-bribery, anti-corruption, anti-terrorism, insider trading, anti-competition and collusion and anti-money laundering applicable to such Person including, where applicable but without limitation, the (India) Prevention of Corruption Act 1988, Prevention of Money Laundering Act 2002, the UK Bribery Act 2010, United States Foreign Corrupt Practices Act of 1977 (as amended) and the OECD Convention on Combating Bribery of Foreign Public Officials that are applicable to the relevant Parties from time to time, as per the Applicable Laws;

“Applicable Law” means any relevant statute, law, regulation, sub-ordinate legislation, ordinance, rule, judgement, rule of law, order (interim or final), decree, Approvals, clearances, directive, circular, policy, requirement, code of practice or guidance note, or other governmental, regulatory, statutory, administrative restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing, by any Governmental Authority whether in effect as of the Execution Date or thereafter and in each case as amended;

“Approvals” shall include any consent, license, approval, registration, permit, sanction actions, rulings, permits, certifications and exemptions in relation to the Projects, including environmental clearances issued by the Governmental Authority or any third party in respect thereof and for undertaking, performing or enforcing the obligations contemplated by the Debenture Documents required to be obtained, maintained and complied with by the Issuer, under the Applicable Law or otherwise in connection with the Security;

“Auditors” shall mean the statutory auditors of the Issuer;

“Authorised Officer” shall mean with respect to any Person, any officer of such Person that is authorized to sign on behalf of such Person and who for the time being is listed as an authorised officer by the company secretary of such Person in the most recent certificate of such company secretary delivered to the Debenture Trustee;

“Available Debenture Amount” shall mean the Subscription Amount;

“Base Case Business Plan” shall mean the plan as set out in Schedule XIV of the Debenture Trust Deed;

“Board” shall mean the Board of Directors of the Issuer and shall include any committee constituted by the Board;

“Business” shall mean the business of the Issuer undertaking manufacturing of solar mounting structures, trading of solar photovoltaic modules, solar photovoltaic inverters and other ancillary products, including solar and wind power generation, contract manufacturing services, installation and maintenance services, as well as the rental of land and other investment properties;

“Business Day” shall mean a day (other than a Saturday, Sunday and public holidays as defined under Section 25 of the Negotiable Instruments Act 1881 (26 of 1881)) on which banks generally are open for business in Mumbai;

“Charter Documents” shall mean the Memorandum of Association and Articles of Association of the Company;

“CIBIL” shall mean Credit Information Bureau (India) Limited;

“CIC” means a core investment company;

“Closing Date” shall have the meaning assigned to in Clause 8.3 of the Debenture Trust Deed;

“Collusive Practice” shall mean, an arrangement between 2 (two) or more Persons designed to achieve an improper purpose, including misleading or influencing improperly the actions of another Party to obtain a financial or other benefit or to avoid an obligation or loss;

“Control” shall mean:

- (a) any Person holding at least 51% (fifty one percent) voting rights or equity shares in such Person; or
- (b) the power to direct the management or policies; or
- (c) power to appoint majority directors on the board of directors or similar governing body of such Person, through contractual arrangements or otherwise, and “Controlling” and “Controlled” have corresponding meanings;

“Corrupt Practice” shall mean, the offering, giving, soliciting or receiving, directly or indirectly, anything of value to influence improperly one’s own actions or the actions of another Person;

“Coupon” means (i) 9% p.a.p.m (nine percent per annum and payable monthly) on and from the Closing Date for the first 12 (twelve) months; (ii) 9.25% p.a.p.m (nine point two five percent per annum and payable monthly) on and from the 13th (thirteenth) month till 24th (twenty-fourth) month; and (iii) 9.5% p.a.p.m (nine point five percent per annum and payable monthly) on and from the 25th month (twenty-fifth) month till last day of Redemption Instalment Date, on the Debenture Secured Obligations until the Debenture Final Settlement Date, in each case, accruing on a daily basis and computed on the basis of a 365 (three hundred sixty five) days’ year or where the year is a leap year, a 366 (three hundred sixty six) days’ year and the actual number of days elapsed on the Outstanding Principal, payable on each Coupon Payment Date to each of the Debenture Holders on the Debentures subscribed by the Debenture Holders until Redemption of the Debentures as set out in Schedule VII Part B of the Debenture Trust Deed;

“Coupon Payment Date” with respect to the Outstanding Principal shall mean the last Business Day of each month ;

“Coupon Premium” shall mean an amount of INR 9,075 per Debenture payable on 36th (thirty-sixth) month from the Closing Date, over and above the Coupon, which shall be calculated in a manner such that total yield to be received by the Debentures Holders on the Debentures is at the rate of 9.50% per annum payable monthly computed on XIRR basis. It being clarified that the ‘Coupon Premium’ determined herein may change/revise depending on the Closing Date and such revision of Coupon Premium shall be agreed by the Issuer prior to the Closing Date;

“Credit Rating” means the rating carried by a Credit Rating Agency;

"Credit Rating Agency" means ICRA Limited, Credit Analysis and Research Limited and CRISIL Limited and India Ratings;

“Debentures” shall mean 1,385 (one thousand three hundred and eighty five) unlisted, secured, rated, redeemable, non-cumulative, taxable and non-convertible debentures, each having a face value of INR 10,00,000 (Indian Rupees Ten Lakhs only), up to an aggregate amount of INR 138,50,00,000 (Indian Rupees One Hundred and Thirty Eight Crores and Fifty Lakhs Only) proposed to be issued in terms of the Private Placement Memorandum;

“Debenture Documents” means all or any of the following documents:

- (a) the Debenture Trust Deed;
- (b) Debenture Trustee Agreement;
- (c) Private Placement Memorandum;
- (d) Promoter Undertaking;
- (e) Inter-company agreement;
- (f) Security Documents;
- (g) Corporate resolutions of the Issuer including resolutions passed at the meetings of the Board including members of the committees of the Board and general meetings of the Issuer for:
 - (i) issuing the Debentures;
 - (ii) creating the Security Interest over the Security;
 - (iii) execution and registration of the Debenture Documents;
 - (iv) authorising Person(s) to sign, execute and register, where necessary, each of the Debenture Documents and to do all other acts, deeds and things necessary for the purpose;
- (h) Corporate resolutions of each of the Obligors, including resolutions passed at the meetings of the directors including members of the committees of the directors and general meetings for:
 - (i) creating Security Interest on the Security;
 - (ii) execution and registration of the documents creating Security Interest; and
 - (iii) signing, executing and registering, where necessary, relevant Debenture Documents and to do all other acts, deeds and things necessary for the purpose;
- (i) Trust and Retention Account Agreement;
- (j) any other document designated as a Debenture Document by the Debenture Trustee.; and

- (k) All other agreements, letters and writings that may be executed by the Parties and designated as Debenture Documents by the Debenture Trustee;

“Debenture Due Date” shall mean in respect of:

- (a) the repayment of Outstanding Principal, the relevant Redemption Instalment Date;
- (b) the payment of Coupon on the Outstanding Principal, the Coupon Payment Dates; and
- (c) payment of any Amounts Due, the date on which such amount falls due under the Debenture Documents or the Coupon Payment Dates, as the case may be;

“Debenture Final Settlement Date” means the date on which the Debenture Trustee and the Debenture Holders shall have received monies equivalent to the Debenture Secured Obligations in full to their satisfaction;

“Debenture Holders” shall mean the the Initial Debenture Holders and thereafter, the persons who are, from time to time, the holders of the Debentures and whose names appear in the Register of Debenture Holders and where the context requires, include the Persons who are or are required to be issued and allotted the Debentures in accordance with the Debenture Trust Deed;

“Debenture Holders’ Independent Engineer” or “LIE” shall mean, such reputed firm of engineers, as appointed by the Debenture Holders, acting as the Debenture Holders engineer, in the manner acceptable to the Debenture Holders and any replacement therefore, satisfactory to the Debenture Holders;

“Debenture Holders’ Insurance Advisor” or “LIA” shall mean, such reputed firm of insurance advisors, as appointed by the Debenture Holders, acting as the Debenture Holders insurance advisors, in the manner acceptable to the Debenture Holders and any replacement therefor, satisfactory to the Debenture Holders;

“Debenture Holders’ Legal Counsel” or “LLC” shall mean, Khaitan & Co or any other reputed firm of advocates appointed by the Issuer, at the instance of the Debenture Holders, and any such replacement therefor, satisfactory to the Debenture Holders;

“Debenture Redemption Reserve” shall have the meaning ascribed to it under Clause 27.1 of the Debenture Trust Deed;

“Debenture Secured Obligations” shall mean all amounts payable to the Debenture Holders, and the Debenture Trustee in relation to the Debentures pursuant to the terms of the Debenture Documents, including:

- (a) the Amounts Due, the Coupon, the Outstanding Principal and all other obligations and liabilities of the Issuer incurred under, arising out of or in connection with such Debenture Documents;
- (b) in the event of any proceeding for the collection or enforcement of the Debenture Secured Obligations, after an Event of Default shall have occurred, the expenses of enforcing the Security, or of any exercise of the Debenture Trustee and / or the Debenture Trustee of its right under the Security Documents, together with legal fees and court costs.

“Debenture Trustee Agreement” means the debenture trustee agreement dated 22 February 2025 executed between the Issuer and the Debenture Trustee;

“Debt Service Reserve” or “DSR” shall mean the reserve to be created and maintained by the Issuer within 15 (fifteen) Business Days of the Closing Date, for an amount equivalent to the sum of the Debenture Secured Obligations, i.e., principal of the Available Debenture Amount and Coupon payable in the next 6 (six) months to the Debenture Holders;

“Debt Service Reserve Account” or “DSRA” shall have the meaning specified in the Trust and Retention Account Agreement;

“Debt Service Coverage Ratio” or “DSCR” shall mean the ratio of (a) is to (b) below on aggregate basis for the Projects of Issuer (i.e., 50 MW) as set out in Part A of Schedule I and Projects of Project SPVs (i.e., 63 MW) as set out in Part B of Schedule I of the Debenture Trust deed *where*:

- (a) the aggregate of the following in relation to the Issuer and Project SPVs: (a) profit after tax computed for that period; (b) depreciation and amortisation of any other non-cash item for such period; (c) Coupon and financing cost payable on the Debentures and Project SPV Loans (for avoidance of doubt excluding the working capital facilities) for such period; (d) plus any other non-cash expenses for non-operation nature ; and
- (b) an amount equal to the sum of (i) Coupon and financing costs payable in relation to the Debentures, Project SPV Loans and working capital facilities availed in relation to the Project and Projects of Project SPVs for such period; and (ii) Redemption Instalments payable in relation to the Debentures and redemption instalments payable in relation to Project SPV Loans for such period.

It being clarified that, from the date of effectiveness of Permitted Project Transfer and One-time Replacement of Project Events, for the purpose of computation of DSCR on consolidated basis, New SPVs shall also be considered;

“Debenture Trust Deed” shall mean debenture trust deed dated 22 February 2025 executed between the Issuer and Debenture Trustee, together with all schedules attached to the debenture trust deed, and shall include any written modifications, amendments, supplements or alterations in the debenture trust deed;

“Debenture Trustee” shall mean Catalyst Trusteeship Limited, a company incorporated under Companies Act 1956 and validly existing under the Companies Act, having CIN U74999PN1997PLC110262 and its registered office at GDA House, Plot no. 85, Bhusari Colony (Right), Kothrud, Pune-411038 and a branch office at 9th floor, Office no. 910-911, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi-100001;

“Deed of Hypothecation” shall mean, the unattested deed of hypothecation executed by the Issuer in favour of the Debenture Trustee for the benefit of the Debenture Holders, and as may be extended, amended and restated or otherwise modified in writing and in effect from time to time, which agreement shall be in the form and manner acceptable to the Debenture Trustee;

“Default” means any Event of Default or Potential Event of Default as defined in the Debenture Trust Deed;

“Defaulted Amounts” shall have the meaning specified to the term under Clause 24.2.1 of the Debenture Trust Deed;

“Default Charges” shall mean, an additional charge (over and above the Coupon and any other costs payable as applicable under the Debenture Documents) on the Defaulted Amounts, which will be

charged at the rate of 1% (one per cent) per annum over and above the Coupon (plus applicable Taxes), payable in terms of Clause 24.2 of the Debenture Trust Deed.

“Director” shall mean any director on the Board;

“Enforcement Action” shall mean any action taken or proposed to be taken by the Debenture Trustee (after obtaining the appropriate consent required pursuant to the provisions of the Debenture Trust Deed), including Acceleration or any other action or proceeding taken or proposed to be taken by the Debenture Trustee against the Issuer and / or the Obligors in respect of all or any part of the Security Interest created pursuant to any or all of the Debenture Documents for the purpose of:

- (a) recovery of the Debenture Secured Obligations, enforcing or exercising all or any of the rights or remedies available to the Debenture Holders under or in respect of the Security Interests created under the Debenture Documents including, the initiation of any non-judicial action on any documents or any action in any court or tribunal or before any Governmental Authority or to enforce such rights or any other Applicable Law and any action to appoint a receiver or liquidator;
- (b) adjudicating or seeking a judgement or order on a Claim and/or;
- (c) initiating any action under or pursuant to RBI’s directions or any other Applicable Law;

“Event of Default” shall have the meaning set out in Article 216 of this Articles of Association of the Company.

“Execution Date” shall mean the date of execution of the Debenture Trust Deed by the Parties;

“ Existing lender” shall mean the Persons specified in Part A of Schedule V of Trust Deed, who have granted Existing Facilities;

“Financial Covenants and Conditions” shall mean covenants and conditions on the part of the Issuer and the Project SPVs to be observed and performed in respect of the Debentures and debentures to be issued by the Project SPVs to the Debenture Holders as set out in Article 214.a.xxi(v)

“Fiscal Year” shall mean the accounting period commencing from April 1 of each year till March 31 of the succeeding year;

“Final Redemption Date” shall mean 31 March 2037;

“Fraudulent Practice” shall mean, an act of commission or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party, so as to obtain a financial or other benefit for oneself or for any other Person or to avoid an obligation or loss;

“GOI” shall mean the Government of India;

“Governmental Authority” means the GOI or the government of any other state of India or RBI, or any local, national or supranational agency, authority, department, inspectorate, board, statutory, regulatory or administrative authority, ministry, collector, gram panchayat, municipal committee, corporation, official, court, tribunal, stock exchange, judicial body, agency, arbitrators, statutory person (whether autonomous or not), corporation (to the extent acting in a legislative, judicial or administrative capacity) or stock exchange or commission or any of their subdivisions of India or of any other jurisdiction, including which has jurisdiction over the Parties and/ or any other counterparty to a Debenture Document;

"Indebtedness" shall mean any indebtedness, for or in respect of:

- (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised by pursuant to note purchase facility or the issue of bonds, debentures, notes, loan stock or similar instruments;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with accounting standards, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against, or benefit from, fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (i) any amount raised by the issue of redeemable shares;
- (j) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind the entering into of such agreement is to raise finance or (ii) the agreement is in respect of the supply of assets or services and payment is due more than six months after the date of supply;
- (k) any arrangement pursuant to which an asset sold by the Issuer may be reacquired by it (whether following the exercise of an option or otherwise); and
- (l) all obligations of such Person upon which interest charges are customarily paid;
- (m) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person;
- (n) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business);
- (o) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any encumbrance on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed;
- (p) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, letters of credit and letters of guarantee;
- (q) any obligation treated as "financial debt", from time to time under IBC; and
- (r) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (q) above.

The Indebtedness of any Person shall include the Indebtedness of any other Person (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such Person, except to the extent the terms of such Indebtedness provide that such Person is not liable therefore;

"IBC" shall mean the Insolvency and Bankruptcy Code 2016, the rules and regulations made thereunder, as amended, modified or varied from time to time.

“Initial Debenture Holders” shall mean the initial/ original subscribers of the Debentures as on the Execution Date.

“Insolvency Event” in relation to a Person means:

- (a) the Person entering into or resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them in any relevant jurisdiction;
- (b) the Person is unable to or admits its inability to pay its debts when they are due;
- (c) the Person being deemed under any statutory provision of any relevant jurisdiction to be insolvent;
- (d) an application being filed or any other action being taken against the Person under the Insolvency and Bankruptcy Code 2016 and rules and regulations;
- (e) a moratorium being declared in respect of any Financial Indebtedness of the Person;
- (f) any corporate action (excluding any third party corporate action), legal proceedings or other procedure or step being taken in relation to the suspension of payments, winding-up, dissolution, administration, provisional supervision or reorganization or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Person;
- (g) the Person commencing a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar Applicable Law now or hereafter in effect, or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law, or consenting to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for the whole or a substantial part of its property or takes any action towards its re-organisation, liquidation or dissolution;
- (h) an order being made or filed for the winding up, bankruptcy or dissolution of any Person, or a petition is presented, or analogous proceeding taken for the winding up or dissolution of the Person;
- (i) any encumbrancer lawfully taking possession, or a liquidator, judicial custodian, receiver, administrative receiver or trustee or any analogous officer having been appointed in respect of the whole or a substantial part of the property of any Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against whole or a substantial part of the assets or property of the Person, or any action has been taken or suffered against the Person towards liquidation or dissolution or similar re-organisation;
- (j) a liquidator or provisional liquidator being appointed to the Person or a receiver, receiver and manager, trustee or similar official being appointed in respect of such Person or any of its assets, or an event analogous with any such event occurring in any relevant jurisdiction;
- (k) commencement of corporate debt restructuring of the Person; or
- (l) any other event occurs which would, under any Applicable Law, have a substantially similar effect to any of the events listed above.

“Insurance Contract(s)” shall mean (i) any and all contracts or policies of insurance (including re-insurances) required to be effected and maintained by the Issuer in relation to the Project in accordance with the terms of the Debenture Trust Deed and on the basis of the report of the LIA, and any substitutes therefor, (ii) all the benefits of such policies and contracts of insurance including all claims of whatsoever nature thereunder and returns of premium in respect thereof; and (iii) any additional insurance contracts or policies, required to be obtained and maintained pursuant to the Debenture Documents and Applicable Laws.

“Intellectual Property Rights” shall mean all patents, patent applications, trademarks, permits, service

marks, trade names, trade secrets, proprietary information and knowledge, technology, databases, copyrights, licenses, franchises and formulas, or rights with respect thereto.

“Issuer” shall mean SWELECT Energy Systems Limited, a company incorporated under the Companies Act, 1956 having corporate identity number L93090TN1994PLC028578 and having its registered office at SWELECT House, No.5 Sir P.S.Sivasamy Salai Mylapore Chennai, Tamil Nadu 600004, India and branch office at Building C1, Basement, Agrawal Complex A1 Block, Local Shopping Complex, Janakpuri, New Delhi-110050;

“Legal Proceeding(s)” shall mean any litigation, judicial, quasi-judicial, administrative or arbitral proceedings or proceedings with respect to any commission of inquiry;

“Majority Debenture Holders” means:

- (a) the Initial Debenture Holder, in the event the Initial Debenture Holders holds 51% (fifty one percent) of the Outstanding Principal; or
- (b) the Initial Debenture Holder and such number of other Debenture Holders who, together with the Initial Debenture Holder, constitute 51% (fifty one percent) of the value of the Outstanding Principal.

“Material Adverse Effect” shall mean an event or circumstance which has or could in the sole opinion of the Debenture Trustee, be expected to have any material adverse effect on:

- (a) the financial condition of the Obligors (till their obligations under the Debenture Documents (to which it/he/she is a party) are discharged); or
- (b) the validity, legality or enforceability of, or the rights or remedies of any party under, any Debenture Document; or
- (c) the business prospects, assets, financial condition, operations or property of the Obligors in relation to the Projects, which has an effect on the ability of the Debenture Trustee to exercise or enforce any right, benefit, privilege or remedy under any Debenture Document (to which it is a party); or
- (d) the viability, administration or operation of the Projects; or
- (e) the validity or enforceability of any of the Debenture Documents or the effectiveness or ranking of the Security or the rights or remedies of the Debenture Holders under any Debenture Document; or
- (f) ability of the Obligors to perform and comply with its obligations under any Debenture Document; or
- (g) any policy of a Government Authority affecting the Obligors to discharge their obligations under the Debenture Documents or affecting the Project as stipulated in sub-article (d) above.

“Money Laundering” shall mean (i) the conversion or transfer of property, knowing that it is derived from a criminal offence, for the purpose (a) of concealing or disguising its illegal origin, or (b) of assisting any Person who is involved in the commission of the illegal activity to evade the legal consequences of his/ her actions; (ii) the concealment or disguise of the true nature, source, location, disposition,

movement, rights with respect to, or ownership of, property knowing that it is derived from an illegal activity; or (iii) the acquisition, possession or use of property knowing at the time of its receipt that it is derived from an illegal activity;

“New SPVs” shall mean the subsidiaries of the Issuer except the Project SPVs, which has by operation of Law and/or pursuant to Permitted Project Transfer or One-time Replacement of Projects Events or replacement of Project or Project of Project SPVs in terms of Article 211.e.iii, as and when applicable, has assumed full or part of the Debenture Secured Obligations of the Issuer, in terms of the Debenture Trust Deed.

“NOEL” shall mean NOEL Media & Advertising Private Limited, a company incorporated under the Act having CIN U40300TN2006PTC061718 and its registered office at Swelect House, No.5 Sir P.S.Sivasamy Salai Mylapore Chennai, Tamil Nadu 600004, India;

“Nominee Director(s)” shall have the meaning assigned to the term in Article 214.a.i. (d)

“Obligor(s)” shall mean, collectively, the Issuer, the Project SPVs and any other person who has provided Security to secure the Debenture Secured Obligation as per the terms of the Debenture Documents, and “Obligor” shall mean each of them, executing the Debenture Documents to which they are party to;

“Outstanding Principal” shall mean aggregate face value of the Debentures that have not been Redeemed in full;

“One-time Replacement of Projects Event” shall mean one-time event occurring on or before 3 (three) years from the Execution Date, with respect to replacement/substitution of Projects by such projects which are housed on Project SPVs or any other subsidiary companies of the Issuer, on terms and conditions as set out in Clause 12.1.4 of the Debenture Trust Deed.

“Parties” shall mean collectively the Issuer and the Debenture Trustee and “Party” means the Issuer, and the Debenture Trustee, individually

“Penal Charges” shall mean the charge as stipulated in Clause 24.3 of the Debenture Trust Deed;

“Permitted Disposal” shall mean any sale, disposal, lease or other transfer of any property or assets which are:

- (a) expressly permitted under any Debenture Document; or
- (b) disposals constituted as a result of enforcement of Security Interest over the Secured Assets charged under the Debenture Trust Deed;

“Permitted Indebtedness” shall mean:

- (a) the Debentures issued;
- (b) the Existing Facilities until the Refinance Date;
- (c) financial obligations arising under the Debenture Documents, and not occurring as a result of a default by the Issuer of its obligations thereunder;

- (d) working capital limits to the extent of 6 (six) months of revenue of the Projects;
- (e) Any Subordinated Debt granted/infused/subscribed by Promoters to fund shortfall in Debenture Secured Obligations provided that the same shall be allowed to be repaid without compliance of Restricted Payment Conditions subject to no Event of Default;
- (f) Any Subordinated Debt brought in by the Obligors in accordance with the terms of the Debenture Documents and the debenture documents for the Project SPVs;
- (g) Any type of debt (loan, debentures or any other instruments) availed by the Issuer for any other activities in relation to the Business other than the Project; and
- (h) any other debt as may be permitted by the Debenture Trustee, specifically in writing.

“Permitted Investments” shall mean any of the following:

- (a) rupee denominated short term debt instruments or certificates of deposit or instruments, or mutual funds rated at least AAA;
- (b) treasury bills or securities issued by the GOI; and
- (c) any other investments permitted by the Debenture Trustee.

“Permitted Merger” means a consolidation or merger by Swelect Green Energy and NOEL with or into the Issuer on the following terms:

- (a) the merger by SWELECT Green Energy Solutions Private Limited and NOEL Media & Advertising Private Limited with or into the Issuer shall be done only by way of NCLT approved merger order or demerger scheme approved by the concerned Regional Director(“RD”) (RD, as may be appointed by the Ministry of Corporate Affair for the concerned jurisdiction under the Act), in accordance with the provisions of Applicable Law and shall not be undertaken by way of contractual arrangement amongst the Issuer, SWELECT Green Energy Solutions Private Limited and NOEL Media & Advertising Private Limited by executing any business transfer agreement or any other related documents;
- (b) the Issuer into which SWELECT Green Energy Solutions Private Limited and NOEL Media & Advertising Private Limited shall be merged or consolidated (such legal entity, being the surviving entity, i.e., “SWELECT Energy Systems Limited / “Issuer”) agrees in writing with Debenture Trustee and the Debenture Holders that it will assume all the obligations and liabilities (constituting debenture secured obligations) of SWELECT Green Energy Solutions Private Limited and NOEL Media & Advertising Private Limited as provided under their respective debenture documents without requirement of any notice or further action by either party;
- (c) the Issuer agrees in writing with the Debenture Trustee and the Debenture Holders that it will provide Security over the cashflows, assets, and movable and immovable properties of SWELECT Green Energy Solutions Private Limited and NOEL Media & Advertising Private Limited pursuant to Permitted Merger, to the Debenture Trustee for the benefit of all Debenture Holders;

- (d) such consolidation or merger would not have any adverse effect on rights of the Secured Parties under the Debenture Documents;
- (e) the Debenture Trustee shall provide its approval on behalf of the Debenture Holders for release of: (a) pledge created by the Issuer on the shares of SWELECT Green Energy Solutions Private Limited and NOEL Media & Advertising Private Limited ; and (b) charge created on cashflows, assets and movable and immovable properties of SWELECT Green Energy Solutions Private Limited and NOEL Media & Advertising Private Limited , only for the purposes of the Permitted Merger; and
- (f) the Issuer agrees in writing with the Debenture Trustee and the Debenture Holders that it shall undertake all actions and execute all the documents required to give effect to the terms of the Debenture Documents pursuant to the Permitted Merger.

For the purpose of abundant clarity, a "Permitted Merger" shall only occur in accordance with the terms expressly set forth in the NCLT-approved merger order and in compliance with any conditions imposed by the NCLT or any other regulatory authority. The merger stipulated herein not meeting the criteria specified above shall not be considered a Permitted Merger and result into an Event of Default under the Debenture Trust Deed.

"Permitted Project Transfer" means transfer of any rights, interests, assets, obligations pertaining to Permitted Transfer Projects by the Issuer ("Demerged Entity") to one or more Project SPVs or subsidiary company of the Issuer ("Resulting Entity") on the following terms and conditions:

- (a) the transfer of Permitted Transfer Projects shall be done either by way of National Company Law Tribunal ("NCLT") approved demerger order or demerger scheme approved by concerned Regional Director("RD") (RD, as may be appointed by the Ministry of Corporate Affair for the concerned jurisdiction under the Act), in accordance with the provisions of Applicable Law and shall not be undertaken by way of contractual arrangement between the Demerged Entity and Resulting Entity by executing any business transfer agreement or any other related documents;
- (b) the Resulting Entity will assume all the obligations and liabilities (constituting Debenture Secured Obligations) of Demerged Entity in relation to the Permitted Transfer Projects by operation of law as provided under the Debenture Trust Deed and other Debenture Documents without requirement of any notice or further action by the either party;
- (c) the Resulting Entity will provide Security over all of its cashflows, assets, shares, securities and movable and immovable properties in relation to Permitted Project, to the Debenture Trustee for the benefit of Debenture Holders;
- (d) such Permitted Project Transfer would not have any adverse effect on rights of the Secured Parties under the Debenture Documents;
- (e) the Debenture Trustee shall provide its approval on behalf of the Debenture Holders for release of Security created by the Demerged Entity on the cashflows, assets, shares, securities and movable and immovable properties of Permitted Transfer Projects only for the purpose of the Permitted Project Transfer; and
- (f) the Resulting Entity will undertake all actions and execute all the documents required to give effect to the terms of the Debenture Documents pursuant to the Permitted Project Transfer.

For the purpose of abundant clarity, a "Permitted Project Transfer" shall only occur in accordance with the terms expressly set forth either in the NCLT-approved demerger order or RD-approved demerger scheme, in compliance with any conditions imposed by the NCLT/RD or any other regulatory authority. Any transfer not meeting the criteria specified herein shall not be considered a Permitted Project Transfer and result into an Event of Default under the Debenture Trust Deed.

"Permitted Transfer Projects" shall mean transfer of solar power projects forming part of the Project pursuant to fulfilment of conditions for Permitted Project Transfer and other conditions as set out in Article 214.a.xxiv(b).

"Permitted Security Interest" shall mean all or any of the following:

- (a) the Security Interest created in favour of and for the benefit of the Debenture Trustee to secure the Debenture Secured Obligations pursuant to the Debenture Documents; and/ or
- (b) the Security Interest created in favour of and for the benefit of the debenture holders to secure the Project SPV Loans pursuant to the debenture documents for the Project SPVs; and/or
- (c) the Security Interests created in favour of and for the benefit of the Existing Lenders to secure the Existing Facility pursuant to the Existing Facility Documents, until Refinance Date; and/or

"Person" shall mean any individual, corporation, partnership, (including, association), joint stock company, trust, unincorporated organization or Governmental Authority or political subdivision thereof or two or more of the foregoing and shall include their respective successors, transferees and assigns and in case of an individual shall include his/ her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;

"Potential Event of Default" shall mean an event, which with the lapse of time or giving of notice, would constitute an Event of Default;

"Power of Attorney" means the general power of attorney to be executed on around the Execution Date by the Issuer, in favour of and as required by the Debenture Trustee, to enable the Debenture Trustee to undertake all necessary actions to exercise its rights under the Debenture Documents including but not limited to those required to be taken upon occurrence of an Event of Default;

"Private Placement Memorandum" means the private placement offer letter in form PAS-4 specified pursuant to the Section 42 of the Act read with Rule 14(3) of the Companies (Prospectus & Allotment of Securities) Rules 2014, as amended from time to time, issued by the Issuer to the Subscribers containing an offer for subscription of Debentures on private placement basis on terms consistent with the Debenture Trust Deed;

"Prepayment Premium" shall mean the prepayment premium payable at the rate of 1% (one percent) plus applicable taxes payable in terms of the Debenture Trust Deed;

"Project(s)" shall mean all the projects as detailed in Part A Schedule I of the Debenture Trust Deed;

"Project Documents" shall mean, any agreements, documents or instruments entered into by the Issuer in relation to the Projects, as may be amended, extended, restated and supplemented, from time to time, including:

- (a) PPAs
- (b) Operations and maintenance agreements in relation to the Projects;
- (c) All title documents of land and building of the Project;
- (d) Contracts and any other contracts/ document, writings entered with any Governmental Authority in relation to the Project;
- (e) Approvals, contracts, agreements and writings entered into and/or obtained by the Issuer in relation to the Project;
- (f) any documents evidencing or enabling the effective exercise of the rights granted to the Issuer and discharge by the Issuer of its obligations under any of the documents, referred to in (i), (ii), (iii), (iv) and (v) inclusive;
- (g) Insurance Contracts; and
- (h) Any other document which may be designated as Project Document by the Debenture Holders.

“Project SPVs” shall collectively mean Swelect Sun Energy, Swelect Renewable Energy, Swelect RE Power, Swelect Green Energy, NOEL, Swelect Clean Energy, Swelect Taiyo Energy;

“Project SPV Loans” shall mean the non-convertible debentures issued by each of the Project SPVs to the debenture holders in terms of their respective debenture documents;

“Projects of Project SPVs” shall mean all the projects as detailed in Part B Schedule I of the Debenture Trust Deed;

“RBI” shall mean the Reserve Bank of India;

“Receivables” shall mean, all monies receivable (whether evidenced as book debts or otherwise) due and to become due to the Issuer at any time, under any contracts, deeds, or documents or under any Applicable Law and any rentals, deposits, capital receipts, commissions or revenues of whatsoever nature and wherever arising, present and future, or from any other source, with respect to the Projects including without limitation the benefits under CDM, GBI operating cash flows, proceeds from sale of electricity and other operational revenues and any other cash flows generated in respect of the Project or otherwise, Insurance Proceeds, monies due to the Issuer under the Project Documents, including liquidated damages and under all performance bonds, letters of credit and instruments of a similar nature issued in favour of the Issuer, other than the Debentures, and other banks and financial institutions including by way of working capital, bank guarantees or cash credit or any other interest income to be received by the Issuer.

“Redemption (or) Redeem” means the repayment of all Debenture Secured Obligation payable by the Issuer to the Debenture Holders or prepayment of the Debenture Secured Obligation, in accordance with the Debenture Documents;

“Redemption Instalment” shall mean the amount payable on each fiscal quarter towards Redemption of Debentures in accordance with Redemption Instalment Date;

“Redemption Instalment Date” means the dates indicated in Part A of Schedule VII of the Debenture Trust Deed for Redemption of Debentures;

“Refinance Date” shall mean the date on which the Existing Facility is repaid in full out of the proceeds of the Subscription Amount;

“Related Party” shall have the meaning specified in the Act;

“Relative” shall have the meaning specified in the Act;

“Restricted Payments” shall mean:

- i) the authorization, declaration or payment of any dividends, coupon payments or distributions or returns by the Issuer (either in cash, property or obligations) on the share capital;
- ii) other payments or distributions on account of redemption, retirement, purchase or other acquisition, directly or indirectly, of any shares or any class of the share capital of the Issuer now or hereafter outstanding (or any options or warrants issued by the Issuer with respect to its shares);
- iii) any redemption or payment by the Issuer of principal, interest or other sum in relation to any subordinated debt/ shareholders’ loans/ other loans/ advances/ investments from any shareholder or Promoters or their Affiliates or group companies of the Promoters or otherwise or any unpaid dues payable to such Persons;
- iv) prepayment or redemption for value, any Indebtedness of the Issuer prior to the scheduled maturity of such Indebtedness;
- v) making any investment / extending any advance / providing any loan (other than Permitted Investments) in any form in/to any entity, all of which shall, in any event, be made in accordance with;
- vi) any unbudgeted management and/or other fee and payments;
- vii) any payment / investment at the discretion of the Issuer;

“Restricted Payment Conditions” shall mean, the following conditions to be complied with by the Issuer and each of the Obligor, to the satisfaction of the Debenture Trustee, for the declaration or payment of any Restricted Payment:

- (a) availability of cash for distribution in the surplus account in the Trust and Retention Account after meeting the shortfall in debt service obligations and debt service reserve of the Obligor;
- (b) the DSRA, EMR and all other reserves (as required in terms of this Agreement) have been fully maintained to the extent and in the manner required under the respective Debenture Documents;
- (c) all Debenture Secured Obligations and all other amounts that have become due and payable to the Debenture Holders under the respective Debenture Documents till then have been paid;
- (d) no Event of Default, Potential Event of Default has occurred and is subsisting;
- (e) Security has been created and perfected in accordance with the terms and conditions specified in the respective Debenture Documents,
- (f) there is no breach of Financial Covenants or any other terms and conditions of the respective Debenture Documents;
- (g) Mandatory Redemption has been made;
- (h) such Restricted Payment is made in accordance with the Applicable Laws.

“Sanctionable Practice” shall mean the following with respect to a Person, any of such Person’s subsidiaries and any of its respective officers, employees or any other Person acting on behalf of such first Person:

- (a) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (b) the act or omission, including a misrepresentation, that knowingly or recklessly misleads a party to obtain a financial or other benefit or to avoid an obligation as required under Applicable Law;
- (c) impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; or
- (d) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede an investigation into allegations of a corrupt or fraudulent, practice.

“Said Monies” shall have the meaning set out in Clause 15.5 of Debenture trust Deed;

“SECI Projects” shall mean the projects identified in serial number 5 of Part A of Schedule I of the Debenture Trust Deed;

“Secured Assets” shall mean, all the property, assets, Securities, bank accounts, reserves, and revenues, whether present or future, over which a Security Interest has been or is to be created by the Issuer or any other Person pursuant to the Debenture Documents;

“Secured Parties” shall mean the Debenture Holders and the Debenture Trustee, collectively;

“Securities” shall have the meaning ascribed to such term under the Act.

“Security” shall mean all the Security Interest created or required to be created pursuant to the Debenture Trust Deed and each of the Security Documents;

“Security Documents” shall mean all documents entered into or executed by the relevant Persons for creating and perfecting the Security Interest specified in Clause 12.1 of the Debenture Trust Deed, in form and substance acceptable to the Debenture Trustee, including:

- (a) Deed of Hypothecations;
- (b) Power of Attorney in relation to the Deed of Hypothecation;
- (c) the indenture of mortgage, any mortgage deeds, memorandum of entries and mortgage declarations to be executed or entered into in relation to the Debenture Secured Obligations;
- (d) all documents, deeds, undertakings, power(s) of attorney, etc. required by the Debenture Trustee, or entered into or executed by the Issuer or any other Person for creating and perfecting the Security; and
- (e) any other document including any deeds of assignment, guarantee or powers of attorney, designated as such by the Debenture Trustee.

“Security Interest” means and includes interest created and perfected on the Security by way of the following:

- (a) a mortgage, charge, pledge, hypothecation, lien or other encumbrance securing any obligation of any Person;
- (b) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any Person; or

- (c) any guarantee provided by a Person for repayment of debt; or
- (d) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect.

“Subordinated Debt” shall mean such loans and/or advances and/or indebtedness that is availed and/or incurred and/or received by the Issuer from the Promoter or any Related Party, to the extent specifically permitted in terms of the Debenture Trust Deed, including by way of inter-corporate deposits or subscribing to any non-convertible instruments, compulsorily convertible debentures issued by Issuer or such other quasi equity instruments (and each of them being subject to the terms of subordination set out in Promoter Undertaking and on terms acceptable to the Debenture Trustee) permitted under the Applicable Law;

“Subscription” means the subscription to the Debentures by the Debenture Holders in accordance with the Debenture Trust Deed;

“Subscription Amount” means INR 138,50,00,000 (Indian Rupees One Hundred and Thirty Eight Crores and Fifty Lakhs only) to be paid by the Debenture Holders towards the subscription of the Debentures;

“Subscription Notice” shall have the meaning assigned to it in Clause 8.1 of the Debenture Trust Deed;

“Swelect Sun Energy” shall mean Swelect Sun Energy Private Limited, a company incorporated under the Act having CIN U40105TN2020PTC140431 and its registered office at Swelect House, No.5 Sir P.S.Sivasamy Salai Mylapore Chennai, Tamil Nadu 600004, India;

“Swelect Renewable Energy” shall mean Swelect Renewable Energy Private Limited, a company incorporated under the Act having CIN U40105TN2021PTC144248 and its registered office at Swelect House, No.5 Sir P.S.Sivasamy Salai Mylapore Chennai, Tamil Nadu 600004, India;

“Swelect RE Power” shall mean Swelect RE Power Private Limited, a company incorporated under the Act having CIN U40106TN2022PTC151590 and its registered office at Swelect House, No.5 Sir P.S.Sivasamy Salai Mylapore Chennai, Tamil Nadu 600004, India;

“Swelect Green Energy” shall mean Swelect Green Energy Solutions Private Limited, a company incorporated under the Companies Act, 1956, having CIN U31100TN2010PTC078425 and its registered office at Swelect House, No.5 Sir P.S.Sivasamy Salai Mylapore Chennai, Tamil Nadu 600004, India;

“Swelect Clean Energy” shall mean Swelect Clean Energy Private Limited, a company incorporated under the Act having CIN U35105TN2023PTC161159 and its registered office at Swelect House, No.5 Sir P.S.Sivasamy Salai Mylapore Chennai, Tamil Nadu 600004, India;

“Swelect Taiyo Energy” shall mean Swelect Taiyo Energy Private Limited, a company incorporated under the Act having CIN U40107TN2022PTC156303 and its registered office at Swelect House, No.5 Sir P.S.Sivasamy Salai Mylapore Chennai, Tamil Nadu 600004, India;

“Taxes” shall mean any and all present and future taxes, including, service, gross receipts, sales, turnover, value added, use consumption, property, income, franchise, capital, occupational, license, excise and documentary stamps taxes, and customs and other duties, assessments, levies, dues, payments or fees, however imposed, withheld, levied, or assessed by any country or government subdivision thereof or any Governmental Authority or any other taxing authority; and

“Trust and Retention Account Agreement” shall mean the trust and retention account agreement to be executed amongst the Issuer, the Debenture Trustee, and account bank, for the opening and maintenance of the trust and retention account(s) of the Issuer for the deposit and utilisation of all cash flows and cash realizations accruing from or in relation to the operations of the Issuer; and

“Trust and Retention Accounts” shall mean the accounts of the Issuer, to be opened and maintained in accordance with the Debenture Trust Deed and the respective Trust and Retention Account Agreements.

211. REDEMPTION, CALL OPTION AND PUT OPTION

- a. Subject to Article 211 and Article 212 the Debentures shall be Redeemed on the Redemption Instalment Date as set out in Schedule VII of the Debenture Trust Deed.
- b. The Issuer undertakes to repay the Redemption Instalments on the corresponding Redemption Instalment Dates. The last Redemption Instalment together with all other Debenture Secured Obligations shall be repaid in full no later than the Final Redemption Date.
- c. Upon Redemption of Debentures, the Debenture Trustee shall, in the first place, by and out of the said monies reimburse itself and pay, retain and discharge all the reasonable costs, charges and expenses incurred in or about the entry, appointment of receiver, calling in, collection, conversion or the exercise of the trusts and powers under the Debenture Trust Deed and other Debenture Documents, and shall apply the residue of the said monies:
 - i. in or towards payment of overdue Coupon;
 - ii. in or towards payment of overdue principal in relation to the Debentures;
 - iii. in or towards payment of Outstanding Principal;
 - iv. in or towards fees, costs, commission, charges, expenses and other monies;
 - v. in or towards Default charges, Penal Charges and any other liquidated damages/penal interest stipulated in financing documents;
 - vi. in or towards Prepayment Premium, if any
 - vii. in or towards payment of Coupon; and
 - viii. in or towards payment of redemption of Debentures as per Redemption Instalment Date;

However, Debenture Holder/ Debenture Trustee, on its discretion, may appropriate the funds received in any other manner on a case to case basis.

- d. Voluntary Redemption

The Issuer shall not have the right to redeem the Debentures except in accordance with this Article 211.

- e. Call Option

- i. On the anniversary date of: (i) 3 (three) years from the Closing Date; or (ii) 5 (five) years from the Closing Date; or (iii) 10 (ten) years from the Closing Date (each a “Call Option Event(s)”), the Issuer shall have the right but not the obligation to redeem all the Debentures held by the Debenture Holders or the Promoters shall have the right to purchase all the Debentures held by the Debenture Holders (such option referred to as the “Call Option” and such Debentures referred to as the “Call Option

Debentures”) in consideration of the payment and discharge of the outstanding Debenture Secured Obligations pro-rated to the Call Option Debentures (“Call Option Price”), by delivering a notice to the Debenture Trustee and the Debenture Holders 90 (ninety) calendar days prior to the occurrence of the Call Option Event which may be extended for a period of 30 (thirty) calendar days, at the sole discretion of the Debenture Trustee, (“Call Option Notice”). On the date specified in the Call Option Notice in respect of transfer / redemption of the Call Option Debentures (“Call Option Completion Date”), the Debenture Holders and the Promoters and/or the Issuer shall execute the necessary instruments of transfer / redemption of the Call Option Debentures and the Promoters shall purchase and/or the Issuer shall redeem such Call Option Debentures by making payment in full of the Call Option Price to the Debenture Holders. Provided that, in the event the Issuer has exercised Call Option, then the Call Option Price payable on such Call Option Event date shall be increased or adjusted, so that total yield to be received by the Debentures Holders on the Debentures is at the rate of 9.50% per annum payable monthly computed on XIRR basis.

- ii. If the Issuer exercises the Call Option on the anniversary date of 3 (three) years from the Closing Date, then no Prepayment Premium will be payable by the Issuer if the Redemption / purchase of Call Option Debentures is carried out from the proceeds of qualified institutional placement / rights issue and monetization / sale of any of the Projects of Issuer. However, other than the aforementioned events, in all other cases, wherein the Issuer exercises the Call Option on the anniversary date of 3 (three) years from the Closing Date, Prepayment Premium over and above the Coupon shall be levied. Further, if the Issuer exercises the Call Option on the anniversary date of 5 (five) years or 10 (ten) years from the Closing Date, then no Prepayment Premium shall be payable by the Issuer.
- iii. In furtherance to Article 211.e.ii above and subject to prior written consent of the Debenture Trustee, the Issuer shall on the anniversary date of 3 (three) years from the Closing Date, shall have an option to replace the Projects with similar project which can be part of the Projects (provided that such replacement shall be subject to the satisfaction of the Debenture Trustee). In case, the Debenture Trustee (upon receipt of confirmation from the Debenture Holder), provides affirmative consent with respect to the replacement of Projects then the Issuer shall undertake such replacement of the Project on the following terms and conditions: (i) the Issuer shall obtain all third party consents (including but not limited to existing lenders consent, if any) and create and perfect charge on the Replaced Projects in favor of the Debenture Trustee to secure the Debenture Secured Obligations within 30 (thirty) days from the date or such other extended timeline as may be mutually agreed between the Parties of receipt of Debenture Trustee Consent in accordance with the terms of the Debenture Trust Deed and as per Applicable Law; and (ii) upon creation and perfection of Security Interest on such replaced project, the Debenture Trustee shall also provide its consent to release charge/Security Interest on the existing Projects, for the Issuer to undertake such replacement. It being clarified that consent for replacement is provided subject to the fact that such replacement will have no Material Adverse Effect. It is agreed between the Parties that the replacement of the Projects pursuant to this Article, shall not be deemed to be an exercise of Call Option by the Issuer and no Prepayment Premium shall be payable by the Issuer for such replacement.

- iv. Notwithstanding the above, in the event, the Debenture Holder/ Debenture Trustee is not agreeable to the replacement of Projects, as requested by the Issuer then in such case, the Issuer shall have the right to prepay with Prepayment Premium and Redeem the Debentures to such extent and only limited to such Projects regarding which the Debenture Trustee has not provided its consent. Provided that, the obligation of the Issuer to Redeem the Debentures (partially) pursuant to this Article shall be irrevocable and unconditional and such Redemption shall be done by the Issuer by delivering a notice to the Debenture Trustee and the Debenture Holders, within 90 (ninety) calendar days from the date of rejection, which may be extended for a period of 30 (thirty) calendar days to the discretion of the Debenture Trustee/ Debenture Holder.
 - v. Notwithstanding anything contained in the Debenture Trust Deed, the Issuer may exercise Call Option on Call Option Events, regardless of whether the call option is being exercised by each of the Project SPVs with respect to the Project SPV Loans, as per the terms of the Debenture Trust Deed and debenture documents of Project SPVs. The Issuer shall ensure that the exercise of the Call Option under this Article by the Issuer or the Project SPVs in terms of respective Project SPV Loans, does not have an adverse impact on the Financial Covenants and Conditions.
 - vi. Any stamp duty or transfer taxes or fees payable on the transfer of any Call Option Debentures pursuant to the exercise of the Call Option shall be borne and paid by the Promoters and/or the Issuer.
 - vii. The rights set out hereunder are cumulative in nature and are in addition to any other rights and remedies available to the Debenture Holders under any contract, law or otherwise.
 - viii. The obligation of the Issuer and/or the Promoters to Redeem / purchase the Debentures pursuant to exercise of Call Option under this Article by the Debenture Holders shall be irrevocable and unconditional. Provided that, upon receipt of the Call Option Notice and subject to discharge of Debenture Secured Obligations of the Issuer, the Debenture Holder shall transfer the Debentures issued to the Debenture Holders.
- f. Put Option
- i. On the anniversary date of: (i) 3 (three) years from the Closing Date; or (ii) 5 (five) years from the Closing Date; or (iii) 10 (ten) years from the Closing Date (each a "Put Option Event"), the Debenture Holders shall have the right but not the obligation to require the Issuer to purchase all the Debentures held by the Debenture Holders and/or the Issuer to redeem all or part of the Debentures held by the Debenture Holders (such option referred to as the "Put Option" and such Debentures referred to as the "Put Option Debentures") in consideration of the payment and discharge of the outstanding Debenture Secured Obligations pro-rated to the Put Option Debentures ("Put Option Price"), by delivering a notice to the Promoters and/or the Issuer 90 (ninety) Business Days prior to the occurrence of the Put Option Event, which may be extended for a period of 30 (thirty) calendar days, at the sole discretion of the Debenture Trustee ("Put Option Notice"). On the date specified in the Put Option Notice in respect of transfer / redemption of the Put Option Debentures ("Put Option Completion Date"), the Debenture Holders and the Promoters and/or the

Issuer shall execute the necessary instruments of transfer / redemption of the Put Option Debentures and the Promoters shall purchase and/or the Issuer shall redeem such Put Option Debentures by making payment in full of the Put Option Price to the Debenture Holders. Provided that, in the event the Debenture Holder has exercised Put Option, then the Put Option Price payable on such Put Option Event date shall be increased or adjusted, so that Coupon payable on Put Option Debentures or total yield to be received by the Debentures Holders on the Debentures is at the rate of 9.50% per annum payable monthly computed on XIRR basis.

- ii.* Any stamp duty or transfer taxes or fees payable on the transfer of any Put Option Debentures pursuant to the exercise of the Put Option shall be borne and paid by the Promoters and/or the Issuer.
- iii.* The rights set out hereunder are cumulative in nature and are in addition to any other rights and remedies available to the Debenture Holders under any contract, law or otherwise.
- iv.* The obligation of the Issuer and/or the Promoters to Redeem / purchase the Debentures pursuant to exercise of Put Option under this Article by the Debenture Holders shall be irrevocable and unconditional. Provided that, subject to discharge of Debenture Secured Obligations of the Issuer, the Debenture Holder shall transfer the Debentures issued to the Debenture Holders.

212. MANDATORY REDEMPTION

- a. Notwithstanding any provision to the contrary contained herein or the other Debenture Documents, the Debentures shall mandatorily be Redeemed by the Issuer in accordance with this Article 212, as the case may be, prior to the Final Redemption Date:
 - i.* Illegality: If, at any time prior to the Final Redemption Date, it is or becomes unlawful on account of introduction of, or any change in, or any change in the interpretation or application of any Applicable Law for any Debenture Holder to perform any of its obligations as contemplated by the Debenture Documents or to fund or maintain its participation in the Debentures ("Illegality"), the Issuer shall, within 60 (sixty) days or such shorter timeline as provided under Applicable Law, be liable to Redeem all the entire Debentures, and make payment of the entire outstanding Debenture Secured Obligations to the Debenture Holders.
 - ii.* Sanctionable Practice: At any time prior to the Final Redemption Date, if the Issuer enters into any Sanctionable Practice, the Issuer shall, within 3 (three) days or such shorter timeline as provided under Applicable Law, be liable to Redeem all the entire Debentures, and make payment of the entire outstanding Debenture Secured Obligations to the Debenture Holders.

Notwithstanding anything to the contrary contained herein, in the event of mandatory redemption pursuant to this Article 212.a, the Debentures shall be Redeemed in full. It is hereby clarified that the amount realized pursuant to the mandatory redemptions shall be adjusted against the Redemption Instalments (in accordance with Article 211.(c) in inverse order of maturity or such other order as may be prescribed by the Debenture Trustee.

- b. Subject to Applicable Law, including but not limited to the guidelines issued by RBI, the Issuer

shall be required to mandatorily redeem the Debentures in full or in part (as applicable below), together with Coupon and Amounts Due, payable to the Debenture Holder up to the date of such Redemption, before the Debenture Due Dates, without payment of any Prepayment Premium, in the following instances:

- i.* upon the receipt of the insurance proceeds (other than those in respect of loss of revenue/profit or third party liability) in excess of INR 50,00,000 (Indian Rupees Fifty Lakhs Only) excluding the costs incurred for reinstating/ replacing the affected assets/ properties in respect of the Project in terms of the waterfall mechanism under the Trust and Retention Accounts;
 - ii.* upon the receipt of proceeds from disposal of assets in ordinary course of business (such sale being subject to prior written approval of the Debenture Trustee) if such proceeds, whether in aggregate in the Fiscal Year or individually, are in an amount which is in excess of INR 50,00,000 (Indian Rupees Fifty Lakhs Only) and have not been used for replacement of the asset in respect of the Project pursuant to which they were received;
 - iii.* upon the receipt of liquidated damages under the Project Documents including but not limited to liquidated damages, termination payments, buyout payments / forfeiture of advance / booking amount or from any parties to engineering procurement contracts and operation and management contracts, lease agreements and/or from any of its associate's entities and remaining after meeting any expenses required for rectification of a non-performance by a Project participant under the Project Documents or the relevant contract;
 - iv.* upon the receipt of proceeds resulting from an arbitral or judicial award in connection with any of the Project Documents other than liquidated damages;
 - v.* upon the receipt of proceeds resulting from the expiration, termination or revocation of any authorization under the Project Documents or termination payments under the Project Documents;
- c.* The mandatory redemption pursuant to above mentioned Article 212.b, shall be done by the Issuer promptly and not later than 15 (fifteen) days from the date of occurrence of any such event set out above, without the requirement of any notice from any of the Parties.
- d.* Accelerated Redemption

Upon occurrence of any of the following events, the Debenture Trustee may undertake Acceleration of the Debentures, at the cost of the Issuer, whereupon all the Debenture Secured Obligations shall be paid and the Debentures shall be Redeemed, immediately upon such Acceleration:

- i.* The Credit Rating of the Issuer and / or the Debentures falls below 'BBB'; or
- ii.* If any open access or group captive PPAs are terminated, or tariff is reduced impacting more than 15% of the total base case revenue of the Obligor and no new contracts in line with base case assumptions are executed within 3 (three) months from the date of termination / tariff reduction.

213. DEBENTURE REDEMPTION RESERVE

The Issuer hereby agrees and undertakes that it will create the debenture redemption reserve as per the provisions of the Act, or any guidelines issued under the Applicable Laws, as applicable and if during the currency of these presents, any guidelines are formulated (or modified or revised) by the GOI or any Governmental Authority or corporation having authority under Applicable Laws in respect of creation of debenture redemption reserves applicable to the Debentures, the Issuer shall duly abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debenture Holders or the Debenture Trustee (such debenture redemption reserve required to be created in accordance with Applicable Law is referred to as the "Debenture Redemption Reserve"). The Issuer shall submit to the Debenture Trustee a copy of the latest balance sheet of the Issuer evidencing that the Issuer has transferred suitable sum to the Debenture Redemption Reserve at the end of each of Fiscal Year as per Applicable Law.

It is clarified that higher of the amount stipulated for either DSRA or Debenture Redemption Reserve (DRR, as stipulated by the Act) shall be maintained, and requirement of the other reserve (lower amongst the two) would be subsumed while maintaining the reserve.

214. AFFIRMATIVE COVENANTS

The Issuer covenants and unconditionally and irrevocably undertakes that, until the Debenture Final Settlement Date, the Issuer shall comply with the obligations applicable to them as set out under the Debenture Trust Deed and under the other Debenture Documents. The Issuer covenants and unconditionally and irrevocably undertakes as follows:

- i.* Conduct of Business and Corporate Covenants
 - (a) The Issuer shall carry on and conduct its business with due diligence and efficiency and in accordance with sound managerial and financial standards and business practices with qualified and experienced management and personnel and will seek consent of Debenture Trustee prior to any proposed material change in the line of business.
 - (b) The Issuer shall keep proper books of account as required under Applicable Law and therein make true and proper entries of all dealings and transactions of and in relation to the business of the Issuer, the, as the case may be, and keep the said books of account and all other books, registers and other documents relating to the affairs of the Issuer, at its registered office or, where permitted by Applicable Law, at other place or places where the books of account and documents of a similar nature may be kept.
 - (c) The Issuer shall diligently preserve its corporate existence and status and all rights, contracts privileges, and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term thereof and all Applicable Law. The Issuer shall not do or voluntarily suffer or permit to be done any act or thing whereby the right to transact the business of the Issuer might or could be terminated or adversely affected or whereby payment of the Debenture Secured Obligations might or could be hindered or delayed.
 - (d) The Issuer acknowledges and consents to the right of the Debenture Trustee on behalf of the Debenture Holders, upon an occurrence of an Event of Default, to appoint to the Board and replace from time to time, a director on the Board of the Issuer ("Nominee Director") or an alternate to such Nominee Director and will take all

corporate action to effectuate such right. The rights of the Nominee Director shall be in accordance with the provisions of Schedule VI of Debenture Trust Deed and the Issuer hereby irrevocably undertakes and agrees to comply with the provisions of Schedule VI.

- (e) The Issuer agrees that no Person:
 - (i) who has been named in any list of defaulters circulated by the RBI or CIBIL; or
 - (ii) whose name appears in any caution list of any nature published by the RBI or any other Governmental Authority; or
 - (iii) who has been disqualified to act as director as per the provisions of the Act; or
 - (iv) who is director in any company which has been identified as a wilful defaulter by the RBI or any other Governmental Authority,

is appointed by the Issuer as a member of its board of directors or as a Person in charge and responsible for the management of the affairs of the Issuer in accordance with the Act or Applicable Law. In case if such Person is a member of the board of directors or as a person in charge and responsible for the management of the affairs of the Issuer, the Issuer (as applicable) shall take expeditious and effective steps for the removal of such Person from its board of directors within 30 (thirty) days of such fact coming to the notice of the Issuer.

- (f) The Issuer shall ensure that if the Debenture Holders have chosen not to appoint a Nominee Director to the Board, an observer nominated by the Debenture Trustee ("Debenture Holders' Observer") shall be entitled to attend all the board meetings, committee meetings and shareholders' meetings of the Issuer.
- (g) The Issuer shall not commit any act or action that shall result in material breach of the Act or any provisions specified therein and/or any other Applicable Law.

ii. Insurance

- (a) The Issuer shall insure and keep insured the Secured Assets and all others assets related thereto, including but not limited to the Insurance Contracts mentioned in Schedule XI of the Debenture Trust Deed, that are of an insurable nature against loss or damage by fire, flood, earthquake, storm, tempest lightening, explosion and other acts of God or such other risks as are in accordance with market practice and as may be required by Debenture Trustee (acting on the instructions of the Debenture Holders) from time to time on the basis of replacement cost in an insurance office or offices and shall duly pay all premia or other sums payable for the purpose and effect renewal of such insurance and deliver to and leave with Debenture Trustee (acting on the instructions of the Debenture Holders) a copy of every such policy of insurance and the receipt for the last premium payable thereunder.

- (b) The Issuer agrees that, in the event of failure on their part to insure or procure the insurance of the Secured Assets and/or assets related to the Secured Assets (as determined by LIA) or to pay the insurance premia or other sums referred to above, Debenture Trustee (acting on the instructions of the Debenture Holders) or its nominee may, but shall not be obliged to, get such assets as are capable of being insured, insured or pay the insurance premia and other sums referred to above, as the case may be, and the Issuer shall forthwith on receipt of a notice of demand from Debenture Trustee (acting on the instructions of the Debenture Holders) reimburse all sums so paid by Debenture Trustee or its nominee together with interest thereon at the rate of Default Charges from the date of payment until such reimbursement by the Issuer.

iii. The Issuer shall:

- (a) Conduct its Business in accordance with Applicable Law and Base Case Business Plan;
- (b) Obtain all the Insurance Contract as may be required by the Debenture Trustee to its sole satisfaction and which are appropriate to its line of business on terms acceptable to the Debenture Holders; and
- (c) Provide copies of all the insurance policies obtained by the Issuer to the Debenture Trustee for its review, from time to time as may be requested by the Debenture Trustee.

iv. Control

The Promoter Group shall at all times retain Control of the Issuer.

v. Creation and perfection of Security

The Issuer shall ensure that the Security is created and perfected under the Debenture Documents, to the satisfaction of the Debenture Trustee, within the timelines prescribed hereunder or other Debenture Documents.

vi. Monitoring Covenants

- (a) The Issuer shall furnish a quarterly report to the Debenture Trustee containing the following information, within 15 (fifteen) days from the end of each calendar quarter:
 - (i) all the outstanding Indebtedness of the Issuer;
 - (ii) the interest paid and debt servicing by the Issuer; and
 - (iii) cash balances and outstanding DSR under the DSRA maintained by the Issuer.
- (b) In the event of any suspicion of fraudulent activities by the Issuer and in order to monitor the end-use of the Debentures, if the Debenture Holder/Debenture Trustee requires a specific certification from the Issuer's auditors regarding the diversion or siphoning of the Subscription Amount by the Issuer, the Debenture Holder/Debenture Trustee shall have the right to issue a separate mandate to the auditors for this purpose.

vii. Information Covenants

- (a) The Issuer shall within 45 (forty-five) days from each calendar quarter furnish quarterly report to the Debenture Trustee containing the following particulars:
 - (i) Updated list of the names and addresses of the Debenture Holders;
 - (ii) Details of the outstanding Debenture Secured Obligations;
 - (iii) Financial position of the Project including but not limited to cash position/receivable position;
 - (iv) The number and nature of grievances received from the Debenture Holders and resolved by the Issuer and those grievances not yet resolved to the satisfaction of the Debenture Holders;
 - (v) details of investment in, and holding of shares, partnership interests or equity interests (or warrants, options or other rights to acquire the same) in any other Person except passive investments in ordinary course of business;
 - (vi) details of money loaned, credit extended or deposits made with or advances made to any Person or acquisition of all or substantially all of the assets of, any other Person;
 - (vii) details of the Related Party transactions entered into by the Issuer.

The Issuer shall deliver such documents, do such acts and deeds and execute all such other documents as are customary or as may be necessary or as may be otherwise required by the Debenture Holders to effectively carry out the full intent and meaning of the Debenture Trust Deed and the other Debenture Documents and/or to complete the transactions contemplated hereunder for the due performance of the Debenture Trust Deed and the other Debenture Documents.

- (b) The Issuer shall, immediately after the occurrence of any Event of Default or Potential Event of Default or any other event, development or occurrence reasonably likely to have a Material Adverse Effect (including without limitation any claims from any Person(s)), notify the Debenture Holders and the Debenture Trustee setting forth details of such Event of Default or Potential Event of Default or any other event, development or occurrence reasonably likely to have a Material Adverse Effect (including without limitation any claims from any Person(s)), containing an explanation with reasons for the same and the action that the Issuer have taken and/or propose to take with respect thereto. Without prejudice to the generality of the foregoing, the Issuer shall promptly inform Debenture Holders and the Debenture Trustee of any loss or damage which the Issuer may suffer due to any force majeure circumstances or acts of God (whether or not the Issuer is covered by insurance against such event).
- (c) The Issuer shall deliver to the Debenture Holders and the Debenture Trustee the following:
 - (i) within 90 days (Ninety) days after the end of the half year, un-audited statements of income and cash flows of the Issuer on half yearly basis and for

the period from the beginning of the relevant Fiscal Year to the end of such half year, and an unaudited balance sheet as of the end of such half year;

- (ii) within 90 days (Ninety) days after the end of each Fiscal Year, audited statements of income, cash flows for such financial year and a balance sheet as of the end of such financial year for the Issuer;
 - (iii) immediately, a report on and details of any significant adverse event(s) impacting the Issuer and other Obligors, and/or the Secured Assets;
 - (iv) forthwith details of any Legal Proceedings (including any winding up proceedings or notices under any enactment or regulation), disputes or adverse changes or any event (including force majeure) that impedes or is likely to adversely affect the business, assets, income or otherwise or impedes the ability of the Issuer to repay the Debenture Secured Obligations or which results in a Material Adverse Effect or an Event of Default;
 - (v) Bank account statements of Trust and Retention Account of the Issuer within 7 (seven) Business Days from the end of each quarter
 - (vi) promptly and no later than 3 (three) Business Days (or such other additional period as may be approved by the Debenture Trustee) from the happening of force majeure event inform the Debenture Holders thereof and shall promptly inform the Debenture Trustee of any loss or damage which the Issuer may suffer due to such force majeure circumstances against which the Issuer may not have adequate insurance;
 - (vii) any notice of breach under the PPAs by the Issuer;
 - (viii) within 15 (fifteen) days from the end of each fiscal quarter, periodic operational updates (including but not limited to generation/plant availability/grid availability/ performance ratio) of the Project. However, if required, the Debenture Holder may seek for such information at a shorter interval.
- (d) The Issuer shall deliver to the Debenture Trustee periodical reports containing the following particulars:
- (i) updated list of the names and addresses of the Debenture Holders;
 - (ii) details of interest/coupon due but unpaid and reasons thereof (if any);
 - (iii) the number and nature of grievances received from Debenture Holders and (a) resolved by the Issuer (b) unresolved by the Issuer and the reasons for the same (if any); and
 - (iv) a statement that the assets of the Issuer which are available by way of Security are sufficient to discharge the Debenture Secured Obligations of the Debenture Holders as and when they become due.

- (a) The Issuer shall keep all the material Approvals relating to its business, the Projects and the Secured Assets and the corporate existence valid and subsisting at all times.
- (b) The Issuer shall comply with the Applicable Laws including in relation to the conduct of its business and operations and maintenance of the Project and with all directions/guidelines issued by the regulatory/Government Authorities, with regard to the Debentures.
- (c) The Issuer shall from time to time, to the satisfaction of the Debenture Trustee,
 - (i) obtain and if required then deliver to the Debenture Trustee copies of all Approvals (including environmental clearances), to the extent necessary for the timely implementation, operations and maintenance of the Project. The Issuer shall comply with the terms of and do all that is necessary to maintain in full force and effect, the Approvals so as to ensure timely commencement, implementation and operation of the Project in accordance with the Project Documents.
 - (ii) obtain and comply with the terms of and do all that is necessary to maintain in full force and effect any other consents, approvals, permissions, or waivers, which in the opinion of the Debenture Trustee, are required to be obtained in connection with (1) the ownership, operations and maintenance of the Project and/or any facilities or services ancillary thereto as contemplated by the Project Documents, (2) the raising of share capital and issue of equity shares, (3) the execution, delivery and performance by the Issuer of any of the Project Documents to which it is a party, (4) creation of the Security under the Security Documents and for the validity and enforceability and the perfection and ranking thereof (as contemplated therein or herein) and for the exercise by the Debenture Trustee of its rights and remedies thereunder, except to the extent already disclosed and (5) the admissibility as evidence in India of the Debenture Documents.
- (d) The Issuer shall obtain all Approvals, effect all submissions, applications, registrations and filings and take all such actions as may be required from time to time to effectively carry out the provisions and/or the spirit of the Debenture Trust Deed and the Debenture Documents.
- (e) The Issuer shall comply in all respects with all material Applicable Law (including relating to anti-terrorism, anti-money laundering, anti-corruption or anti-bribery).

ix. Operations

All the receivables and all proceeds of sale or other realization and proceeds of insurance thereof of the Issuer's assets and all documents in relation to the Project thereto shall always be kept distinguishable and held as the property of the Debenture Trustee for the benefit of the Debenture Holders specifically appropriated to the Security, to be dealt with only in accordance with the Debenture Documents and the Issuer shall not create Security Interest or encumbrances upon or over or affecting the same or any part thereof (and whether prior to (except for security created in relation to the Existing Facilities until the Refinance Date) or *pari passu* or whether subject to the Security created pursuant to the Security Documents) nor

suffer any such Security Interest or encumbrance to affect the same or any part thereof nor do or allow anything that may prejudice the Security Interest created pursuant to the Security Documents.

x. Operation and Maintenance

- (a) The Issuer shall maintain, preserve and operate the Project and all of its other properties in good working order and condition, ordinary wear and tear excepted, and in accordance with good industry practices and its business plan and shall replace or rebuild, if required, the Project assets or any of its assets, or any part thereof now or hereafter damaged or destroyed by any event.
- (b) The Issuer shall ensure that all the equipment utilized with respect to the Project at least meet the requisite standards and are adequate and appropriate as per good industry practices.
- (c) The Issuer shall undertake the O&M of the Project:
 - (i) in accordance with Applicable Laws, Approvals, the Base Case Business Plan and Project Documents. No payment shall be made to any contractor unless such payment has been approved as part of the Base Case Business Plan or the approved budget and shall be made in accordance with the procedure set forth in the Trust and Retention Account Agreement, as the case may be;
 - (ii) in a professional and diligent manner and in accordance with good industry practices; and
 - (iii) without interruption, except for schedule outages and an interruption promptly but no later than 15 (fifteen) days reported to and approved by the Debenture Trustee, provided that the Issuer shall take all steps to resume implementation as per the good industry practice.

xi. Implementation of the Project

- (a) Within 6 (six) months from the Execution Date, O&M arrangement with respect to the Project shall be made and costs in relation to such O&M arrangement shall be in accordance with the Base Case Business Plan.
- (b) In undertaking the Project, the Issuer shall rectify and correct any technical deficiency with respect to operations and maintenance of the Project, as may be advised by the LIE.
- (c) The Debenture Trustee reserve the right to review, at any time, the Project.

xii. Review of the Project

- (a) The Debenture Trustee shall have the right to review (at the reasonable expense of the Issuer capped at INR 2,00,000 (Indian Rupees Two Lakhs) (annually) inter alia the operations and maintenance of the Project, at any time, during the tenor of the Debentures, and the Issuer shall provide all the information and data that may be required by the Debenture Trustee. If:

- (i) the Issuer has not fulfilled or is not likely to fulfil its obligations under the Debenture Documents / the Project Documents; and/or
- (ii) an event which is likely to have Material Adverse Effect on the Project has occurred; and/or

Further, the Issuer shall provide all information required by the Debenture Holders in this regard.

- (b) Issuer agrees that, upon the occurrence and continuance of an Event of Default or Default, the Debenture Trustee shall have the right to appoint any independent /concurrent auditors/consultants for the review of the Project, as may deem fit, during the currency of the Debentures; and the cost, expenses, fees and charges in relation thereto, shall be borne by the Issuer.

xiii. Prevention of Corruption

The Issuer will follow best corporate practices and take all appropriate measures to prevent corrupt, fraudulent, collusive and obstructive practices during the tenor of the Debentures and shall at all times ensure that:

- (i) Neither the Issuer, nor any Person acting on its behalf, has been engaged in (i) Corrupt Practices, Fraudulent Practices or Collusive Practices in connection with the Issuer's business and operations, (ii) Money Laundering or acted in breach of any Applicable Laws relating to Money Laundering; or (iii) in breach of Anti-Bribery Laws.
- (ii) It is not in violation of any of the Applicable Laws.
- (iii) Unless the Debenture Trustee otherwise agrees, the Issuer shall through its employees, agents, contractors and subcontractors, design, procure, construct, operate, maintain and monitor all of its operations in compliance with Applicable Laws.

xiv. Appointment of Debenture Holders' Consultants, agents and trustees

- (a) Such consultants as may be required by the Debenture Holders (including LLC, LIA, LIE, Debenture Holders' Consultant, legal consultant or any other consultant or advisor) shall be appointed for such scope of work as may be decided by the Debenture Holders (including but not limited to, review of the Project, the Project Documents, the Debenture Documents and other relevant documents) in consultation with the Issuer.
- (b) The Debenture Trustee shall in consultation with the Issuer, appoint, any independent auditors and/or consultants for review of the Project as may be deemed fit during the tenor of the Debentures. However, in case of occurrence of an Event of Default, the Debenture Trustee shall have the absolute right (without any consultation with the Issuer) to appoint any independent auditors and/or consultants for review of the Project as may deemed fit.

- (c) In case of occurrence of an Event of Default, Potential Event of Default, Material Adverse Effect, then the Debenture Trustee shall have the absolute right (without any consultation with the Issuer) to appoint any concurrent auditors for review of the Project as may deemed fit.
- (d) The Debenture Trustee shall in consultation with the Issuer, appoint, whenever they consider necessary, any chartered accountants/cost accountants as auditors for carrying out any specific assignments or to examine the financial or cost accounting system and procedures adopted by the Issuer for its working or as concurrent or internal auditors, or for conducting a special audit of the Issuer. However, in case of occurrence of an Event of Default, the Debenture Trustee shall have the absolute right (without any consultation with the Issuer) to appoint any chartered accountants/cost accountants as auditors for carrying out any specific assignments as may deemed fit.
- (e) The cost and expenses of LLC, LIA, LIE, Debenture Holders' Consultant or any other agents, trustees, auditors and consultants as aforesaid shall be borne by the Issuer, provided that any costs incurred or to be incurred by Debenture Holder's Consultant after the Closing Date shall be capped at INR 5,00,000 (Indian Rupees Five Lakhs) per annum . The Issuer shall cooperate with and provide all information and assistance as may be required by such Persons in accordance with their respective scope of work.
- (f) The Issuer shall resolve and address all issues, concerns and/ or suggestions (including amendments to the Project Documents, if any),prejudicial to the interest of the Debenture Holders /Debenture Trustee or contradictory to the terms and conditions of the Debenture Documents, raised or made by any of the Debenture Holders consultants, to the satisfaction of the Debenture Holders. In relation to the above, the Issuer shall abide by the recommendations of the Debenture Holders consultants, as acceptable to the Debenture Holders, and take suitable remedial/ corrective measures wherever required.

xv. Debenture Documents and Additional Project Documents

- (a) The Issuer shall satisfactorily resolve the issues prejudicial to the interest of the Debenture Holders /Debenture Trustee or contradictory to the terms and conditions of the Debenture Documents, raised by the Debenture Trustee/ their consultants in respect of the Project Documents including any suggestions as to amendment to the Project Documents, to the satisfaction of the Debenture Trustee.
- (b) The Issuer shall perform and observe all of its covenants and agreements contained in the Debenture Documents and Project Documents to which it is a party; take all necessary action to prevent the termination thereof; and enforce each right contained in the Project Documents in accordance with their respective terms.
- (c) The Issuer shall enter into such additional Project Documents as may be necessary for smooth operations of the Project. The Issuer shall take prior consent of the Debenture Trustee for the execution of any new material Project Documents subsequent to the date of this Agreement and provide a copy of each such additional material Project Documents certified by an Authorised Officer of the Issuer as being true, correct and complete and in full force and effect to the Debenture Trustee.

- (d) The Debenture Trustee shall be entitled to have the additional material Project Documents, reviewed by their consultants and the Issuer undertakes to resolve / address all issues raised by them in their respective reports including amendments to such additional material Project Documents.
- (e) The Issuer shall all acts and execute all Debenture Documents and Project Documents, to the satisfaction of the Debenture Trustee, to ensure that the material Project Documents provide for assignments of rights of the Issuer under the respective material Project Documents in favour of the Debenture Trustee, if applicable.
- (f) The Issuer shall after the date of opening of the Trust and Retention Account provide an irrevocable instruction to the counterparties to the PPAs and other Project Documents, assigned to the Debenture Trustee/ Debenture Holders, duly acknowledged by such counter-parties, to make any payments under the PPAs into the Trust and Retention Account and duly acknowledged by the counterparties.
- (g) The Issuer shall ensure that the requisite agreements, undertakings and documents required to be executed or furnished by the Promoters and other Persons in relation to their obligations with respect to the Project including the Promoters Undertaking are executed or furnished by such persons, to the satisfaction of the Debenture Trustee, in accordance with the terms hereof.
- (h) The Issuer shall upon request of the Debenture Trustee, provide copies of each material agreement, order or other documents entered into or issued in relation to the Project.
- (i) In the event that the Issuer is entitled under the terms of any of the material Project Documents to terminate such material Project Documents as a consequence of any default under such material Project Documents by any other party thereto, the Issuer shall, after informing the Debenture Trustee in writing together with the remedial or mitigation steps that the Issuer would propose to mitigate such default within 10 (ten) Business Days of the happening of such default, if so consented to and required by the Debenture Trustee, exercise its rights to terminate such material Project Documents subject to paragraph below.

In exercising its rights to terminate any material Project Documents the Issuer shall: (aa) comply with the terms and provisions of each such document with respect to notice for termination, including providing all supporting documentation in the form and manner required by each document; (bb) provide, concurrently with the notice to the defaulting party, notice to the Debenture Trustee of any such proposed termination, along with copies of the supporting documentation required to be submitted in connection with such notice for termination under each such document; (ccc) ensure such termination shall not be prejudicial to the interest of the Debenture Holders /Debenture Trustee or contradictory to the terms and conditions of the Debenture Documents.

- (j) The Issuer shall not exercise any right of termination or make any demand for payment under any material Project Document, prejudicial to the interest of the Debenture Holders /Debenture Trustee or contradictory to the terms and conditions of the Debenture Documents, as a consequence of any default under such material Project Document by any other party thereto wherein such right can be exercised after prior

intimation to the Debenture Trustee, unless the Issuer has given prior written notice within a period of 2 (two) days from the date of default to the Debenture Trustee and exercise of such right or making of such demand shall be subject to the approval of the Debenture Trustee and the instructions, if any, given by the Debenture Trustee to the Issuer.

- (k) Save and except as provided in this Article, the Issuer shall obtain the prior written approval of the Debenture Trustee, before making (i) any amendments/alterations or granting any waiver or extension for fulfillment of any condition of any of the material Project Documents by any contracting party thereto; and/or (ii) any material amendments/alterations or granting any waiver or extension for fulfillment of any condition of any of the non-material Project Documents by any contracting party thereto which would adversely impact the Project and prejudicial to the interest of the Debenture Trustee, whose approval may be granted, subject to such terms and conditions as the Debenture Trustee may deem fit.
- (l) The Issuer shall, in a prompt and timely manner, provide all relevant and material information and documents in relation to the entry into, performance, amendment, validity or termination of any contract and such other information in relation to the contracts as may be required by the Debenture Trustee.

xvi. Contractor(s)

- (a) The Debenture Trustee shall have the right to require the substitution/replacement of any party to any Project Document including the O&M contractor, in the following events, which result in adverse impact in the Project and/or Project assets in the opinion of the Debenture Trustee: (i) such party has failed to perform its material obligations under such Project Document or has breached any material provision of the relevant Project Document; (ii) non satisfactory reports by the Debenture Holders Independent Engineer, in relation to the Project, and substitute such persons with an independent O&M contractor in consultation with the Issuer. The decision of the Debenture Trustee taken on the replacement shall be subject to a satisfactory report by an independent engineer jointly appointed by the Issuer and Debenture Trustee, prior to such a decision being binding on the Issuer. Further, costs in relation to appointment of independent engineer shall be borne by the Issuer.
- (b) If any contractor commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for all or a substantial part of its property or If any case, proceedings or other action for the appointment of a receiver, liquidator, assignee (or similar official) for any substantial part of its property, or for the winding up or liquidation of its affairs, or other action has been admitted by a court or other Government Authority; the Issuer shall upon receipt of knowledge thereof within a period of 30 (thirty) days, replace such contractor(s), unless otherwise agreed to by the Debenture Trustee.

xvii. Property Rights

The Issuer shall take all actions necessary to maintain a good and marketable title / interest to

the Secured Assets except as disclosed, and to the Debenture Documents and Project Documents free and clear of all encumbrance, save and except Permitted Security Interest.

xviii. Related party transactions

The Issuer shall ensure that all Related Party transactions entered into by the Issuer in relation to the Project shall be on an arm's length basis.

xix. Undertakings

- (a) The Issuer undertakes to authenticate details to registered information utilities like National e-Governance Services Limited etc.
- (b) Save and except for Permitted Indebtedness, the Issuer shall not create any encumbrance on the security provided for the Project SPV Loans without prior written consent of the Debenture Trustee.
- (c) The Issuer shall ensure not to terminate Project Documents which are critical for operations of the Projects, during the tenure of the Debentures. In the event of any such termination, the Issuer shall immediately notify the Debenture Trustee and the Debenture Holders and cure the breach occurred due to such termination within 30 (thirty) days from the date of termination.
- (d) The Issuer shall undertake corporate social responsibilities and incur costs in relation thereto, in accordance with the Act and Applicable Law.
- (e) The Issuer undertakes to not execute and deliver any power of attorneys or similar documents, instruments or agreements in relation to sale of the Projects or incurring any Indebtedness in relation to the Project.

xx. Other Covenants

- (a) The Issuer shall provide written intimation to the Debenture Trustee and the Debenture Holders in the event of change in shareholding to the extent of Control of the Promoter Group in the Issuer.
- (b) The Issuer shall promptly and expeditiously within a reasonable time attend to and redress the grievances, if any, of the Debenture Holders. The Issuer further undertake that they shall promptly comply with the suggestions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance.
- (c) The Issuer shall appoint a special auditor who will undertake a specific audit on the Issuer and the Secured Assets, if the Debenture Holders and/or the Debenture Trustee so instructs in accordance with Applicable Law. The cost of appointing such special auditor shall be borne by the Issuer.

- (d) The Issuer shall take necessary steps to ensure that no Legal Proceedings have been initiated against the Issuer and/or any of the Secured Assets, the receivables or result in a Material Adverse Effect.
- (e) Without prejudice to the rights of the Debenture Trustee as contained herein and the other Debenture Documents, in the event the rights of the Issuer and/or Secured Assets are impaired in any manner, then the Issuer shall at its cost immediately take expeditious steps to clear the same at the earliest possible.
- (f) The Debentures shall always rank senior to Subordinated Debt of the Issuer availed from the Promoters, Related Parties and its/their Affiliates.
- (g) The Issuer shall promptly after the receipt or commencement thereof, notify Debenture Holders and the Debenture Trustee of notice of any claims, applications, statutory notices, actions, suits, investigations, litigation and Legal Proceedings whether threatened (in writing) or commenced, affecting the Issuer, and/or the Security, where the claim amount exceeds INR 50,00,000 (Indian Rupees Fifty Lakhs).
- (h) The Issuer shall pay: (i) all taxes, assessments, reassessments and governmental charges or levies imposed upon it or upon its properties, assets or revenues, and (ii) all lawful claims and obligations that, if unpaid, might by law become a lien upon any of the property, assets or revenues of the Issuer.
- (i) The Issuer shall permit Debenture Holders and/or the Debenture Trustee and/or their agents to examine and make copies of and abstracts from the records, registers and books of account or any other records (such as legal, financial, technical etc.) and visit and inspect the Issuer and/or the Secured Assets annually with prior notice of 10 (ten) days to discuss the affairs, finances and accounts, and be advised as to the same by, any of the officers /Directors of the Issuer and a firm of independent chartered accountants/legal advisors acceptable to Debenture Holders at the cost of the Issuer which shall not exceed INR 2,00,000 (Indian Rupees Two Lakhs).
- (j) The Issuer shall not pay commission to any Person in connection with counter-guarantees or indemnities on behalf of the Issuer in relation to the Project.
- (k) The Issuer recognises and accepts that the issuance and allotment of the Debentures under the provisions of the Debenture Documents is on private placement basis and does not constitute an offer to the public generally to subscribe for or otherwise acquire the Debentures to be issued by the Issuer. The Issuer hereby confirms and agrees that no offer or invitation has been made to the public to subscribe to the Debentures, which the Issuer proposes to issue and allot under the provisions of the Debenture Documents to the Debenture Holders, which shall not be more than 199 (one hundred ninety nine) Persons for the Debentures. The proposed issue of Debentures is not calculated to result directly or indirectly, in the Debentures becoming available for subscription by Persons other than those receiving the offer or invitation from the Issuer. The proposed issue and allotment of the Debentures is in compliance with Section 42 of the Act and does not constitute an “offer to the public” under the provisions thereof.
- (l) The Issuer shall and shall ensure that the Directors/Promoters are not a person which
 - (a) is named on the List of Specially Designated Nationals and Blocked Persons

maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation or other Applicable Laws, (b) has been convicted of or charged with a felony relating to money laundering or other similar illegal activity, or (c) is under investigation by any governmental authority for money laundering or any other similar illegal activity; or (d) has any office or significant presence in, or (e) generates any substantial revenues from, any country determined by the U.S. Secretary of State or similar official to have provided support for acts of international terrorism, which countries are currently designated pursuant to either (i) Section 6(j) of the Export Administration Act, (ii) Section 40 of the U.S. Arms Export Control Act, or (iii) Section 620A of the U.S. Foreign Assistance Act.

- (m) The Issuer agrees and acknowledges that all inter-group transactions relating to the Projects and Project of Project SPVs other than as disclosed to the Debenture Trustee which were undertaken not in normal course of business: (i) shall be disclosed to the Debenture Holders; (ii) shall not be prejudicial to the interest of the Issuer and Project SPVs; and (iii) Debenture Holders shall have a right to review the relevant documents, if required by the Debenture Holders.
- (n) The Issuer shall make the payments of all the support charges / any other management fees from surplus cashflows of the Projects only.
- (o) The Issuer shall give prior intimation to the Debenture Trustee and the Debenture Holders at least 11 (eleven) Business Days before the date on and from which Coupon on the Debentures, and redemption amount of Debentures shall be payable.
- (p) The Issuer shall provide prior intimation to the Debenture Trustee and the Debenture Holders Investor, at least 2 (two) Business Days before, excluding the date of the intimation and date of the meeting, the meeting of its Board, at which the recommendation or declaration of issue of non-convertible debt securities or any other matter affecting the rights or interests of Debenture Holders is proposed to be considered.
- (q) Equipment Maintenance Reserve or AMC

The Issuer hereby acknowledges, undertakes and agrees that it shall enter into an annual maintenance contract (AMC) which covers the liability pertaining to inverter maintenance/replacement in relation to the Project to the satisfaction of Debenture Holders until the Debenture Final Settlement Date.

In the event AMC gets expired and is not renewed, within 30 (thirty) days of said expiry, the Issuer shall create an Equipment Maintenance Reserve (EMR) in form of fixed deposits / Permitted Investments for a period of 3 (three) years from date of expiry of AMC in 3 (three) equal instalments. The amount of such EMR shall be based on prevailing inverter prices at the time of expiry of AMC.

The amount in the EMR shall be utilized by the Issuer only for the purposes of:

- (i) payment of any costs incurred for the replacement of the inverter, the module or any other equipment pertaining to the Project, as and when required until the Debenture Final Settlement Date.

- (ii) Payment of fee/charges for any additional/extended warranty, obtained in connection with the inverter, module or any other equipment in relation to the Project.
- (r) The Issuer shall provide an irrevocable instruction to the relevant counterparties to the PPA, with a copy of the instruction addressed to the Debenture Trustee, to make payments in relation to PPA into the designated TRA and duly acknowledged by such counterparties.
- (s) The Issuer shall make suitable arrangements for working capital requirements for the Project as may be prescribed or approved by the Debenture Trustee.
- (t) The Issuer shall ensure that the plant and machinery for the Project shall be kept in good working condition and promptly rectify any damage to/destruction of machinery/equipment to ensure no depletion in the value of the Security, as required by Debenture Trustee.
- (u) Credit Rating
 - (i) The Issuer agrees and undertakes to obtain Credit Rating of at least 'A-', 'A' or 'A+' within 3(three) months from the Closing Date.
 - (ii) The Issuer agrees and undertakes to maintain Credit Rating as specified in (i) above until the Debenture Final Settlement Date.
 - (iii) The Issuer undertakes that the Issuer shall promptly inform the Debenture Holders regarding any upgradation/down gradation in the Credit Rating.
 - (iv) It is clarified that if rating is obtained from multiple Credit Rating Agencies, the lowest credit rating shall be considered.
 - (v) In the event of a suspension / withdrawal of the Credit Rating of the Debentures, by any Credit Rating Agency, is not replaced with a Credit Rating from other Credit Rating Agency, post the issuance of Debentures and at any point of time during the currency of the Debentures, then the Debenture holders will have the right to recall the Debenture Secured Obligations. Such outstanding Debenture Secured Obligations shall be payable within a period of 90 (ninety) days from the date of such notice of exercise of the right by the Debenture Holders.
- (v) Financial Covenants and Conditions
 - (i) The financial covenants shall be tested on a semi-annual basis for the trailing 12 (twelve) months period (i.e., to be calculated from 01 April to 31 March and 01 October to 30 September), starting from September 2025 onwards. The testing of Financial Covenants and Conditions shall be based on a certificate issued by an independent chartered accountant, derived from the management certified financial statements of the Issuer in relation to the Project, and the audited financial statements of the Project SPVs in relation Project of Project SPVs. The Issuer further agrees and undertakes to maintain

financial covenants for both the Issuer and Project SPVs on a consolidated basis until the Debenture Final Settlement Date as follows:

Parameters	Benchmark for annual testing for financial
DSCR (on consolidated basis for the Project SPV & Issuer)	Not less than 1.20x
Project SPV Loans and Debentures (issued by the Issuer) / EBITDA ratio at Project SPV and Issuer level (on consolidated basis)	Not more than 5.50x

For the purposes of this Article, "EBITDA" means earnings before interest, taxes, depreciation and amortization generated from the Project and Projects of Project SPVs.

- (ii) The Issuer shall submit on semi-annual basis, compliance certificate from an independent chartered accountant within 90 (ninety) days of the end of each semi-annual period certifying that the Issuer and the Project SPVs are in compliance with the Financial Covenants and Conditions as stipulated above for the relevant semi-annual period.
- (w) Trust and Retention Account
 - (i) The Issuer shall enter into the Trust and Retention Account Agreement within 90 (ninety) days from the Closing Date, to the satisfaction of the Debenture Trustee.
 - (ii) The Issuer shall open and maintain the Trust and Retention Accounts within 120 (one hundred twenty) days from the date of the Closing Date.
 - (iii) The Issuer shall ensure that from the date of opening of the Trust and Retention Account it shall deposit all Receivables into such Accounts and utilise the proceeds in a manner and priority as specified under the Trust and Retention Account Agreement.
 - (iv) Notwithstanding anything contained hereinabove, the Issuer shall ensure that the reserves (other than the working capital reserves, if applicable) required to be maintained pursuant to and in accordance with the Debenture Trust Deed, the Trust and Retention Account Agreement are maintained at all times for the requisite amounts prescribed hereunder and thereunder, to the satisfaction of the Debenture Trustee.
 - (v) All proceeds so deposited into the Trust and Retention Account shall be utilized in the manner and as per the waterfall of priority of payments stipulated in the Trust and Retention Account Agreement.
 - (vi) All debits and credits from and to the Trust and Retention Account shall be in accordance with the operating procedures set out in Trust and Retention

Account Agreement, as documented by the Issuer in consultation with the Debenture Trustee, to the satisfaction of the Debenture Trustee.

- (vii) The Issuer shall be entitled to invest the funds in the Account/Sub- Accounts only in Permitted Investments in accordance with the provisions of the Trust and Retention Account Agreement.
- (viii) The cost of the account bank with whom Trust and Retention Accounts are maintained shall be borne by the Issuer, from time to time.
- (ix) Any other expense that the Issuer is required to incur for business purposes, which exceeds a 10% variation from the approved Base Case Business Plan, shall require prior approval of Debenture Trustee.
- (x) Debt Service Reserve
 - (i) The Issuer shall, at all times, during the currency of the Debentures until the Debenture Final Settlement Date, maintain DSR in the Debt Service Reserve Account under the provisions of the Trust and Retention Account Agreement.
 - (ii) The Issuer shall establish the DSR, by way of a fixed deposit or Permitted Investments, until the dues of the Secured Parties are paid in full, to the satisfaction of the Debenture Trustee.
 - (iii) The amounts accumulated in the DSRA shall not be used for any purpose other than for servicing the debt payments in case of shortfall in the cash flows of the Issuer, from time to time. If at any time any amount credited to DSRA is so utilized, the Issuer shall without any notice from the Debenture Trustee, replenish the DSRA (without recourse to the Project assets or the Debenture Trustee), within a period of 15 (fifteen) days to the extent of the amounts so utilized, so as to ensure the maintenance of DSR, to the satisfaction of the Debenture Trustee.
 - (iv) The Issuer shall invest the funds in DSRA only in fixed deposits and/or Permitted Investments as approved by the Debenture Trustee in the Trust and Retention Account Agreement and necessary lien is marked in favor of Debenture Trustee / Debenture Holders.
 - (v) It is clarified that higher of the amount stipulated for either DSRA or Debenture Redemption Reserve (DRR, as stipulated by the Act) shall be maintained, and requirement of the other reserve (lower amongst the two) would be subsumed while maintaining the reserve.
- (y) As provided in the RBI circular bearing reference number RBI/DOS/2024-25/120 DOS.CO.FMG.SEC.No.7/23.04.001/2024-25 dated 15 July 2024 titled '*Master Directions on Fraud Risk Management in Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) ("Master Direction")*' as may be amended and notified from time to time, the Issuer shall cooperate with the Debenture Holders or Debenture Trustee, by allowing them to visit and inspect its offices, properties and the Project, any plants, installations, works, buildings, equipment and enable and assist them in carrying out technical, financial and legal inspections including by agencies

specialized in monitoring on behalf the Debenture Holders; to examine the Issuer's books of records, account and documents and to make copies thereof, to conduct a stock audit and receivable audits to be conducted at the prescribed periodicity as per the Debenture Holders' guidelines, all in relation to the Project. Any such inspection/examination shall be in accordance with the modalities prescribed under the Master Direction. Additionally, the Issuer shall facilitate discussions regarding its affairs, finances and accounts with the Issuer's principal officers, engineers and auditors (and by this provision the Issuer authorizes such auditors to discuss its affairs, finances and accounts), in relation to the Project. The Debenture Holder/ Debenture Trustee or any of their representatives shall receive full cooperation and assistance from the officers and employees of the Issuer in relation to such an inspection. *Provided that in the event*, the audit report submitted by the Lenders remains inconclusive or is delayed due to non-cooperation by the Issuer, the Debenture Holder shall determine the status of the account as fraudulent or otherwise based on the material available on their record and their own internal investigation / assessment in such events. Further, the Issuer shall cooperate with the Debenture Holder/Debenture Trustee to ensure that the title deeds and other related title documents that form part of the Security are subject to periodic legal audits and reverification and will continue to do so until the Debenture Final Settlement Date. The Issuer shall provide necessary support for the audit or inspection of such Security and ensure that the title deeds and other related title documents which are part of the Security are subject to periodic legal audit and reverification, till the Debenture Final Settlement Date and provide necessary support for undertaking any audit or inspection of such Security. .

xxi. Conditions Applicable to the Co-Obligor Structure

The Issuer agrees and undertakes and shall ensure and procure that the Project SPVs and New SPVs undertakes that in the following events, the Debenture Holders shall, subject to Applicable Laws, have a right to utilize surplus cash available in the Trust and Retention Account and any trust and retention account of the Project SPVs and New SPVs (post servicing of the debt obligation of such Project SPVs and New SPVs in terms of their debenture trust deed, for the period under consideration) towards:

- (a) meeting any shortfall in payment of any Debenture Secured Obligations;
- (b) Restoration of the DSR and any other reserves of the Issuer under the Trust and Retention Account Agreement, *provided that* the debt service reserve of the Project SPVs and New SPVs under their debenture documents is maintained post such utilization; and
- (c) Any other shortfall in payments in terms of the Debentures, *provided that* the debt service reserve of the Project SPVs and New SPVs under their respective debenture documents is maintained post such utilization.

In case of any shortfall with respect to debenture secured obligations of Project SPVs and New SPVs, surplus cash will be distributed as per waterfall mechanism under Trust and Retention Account to cure such shortfall of Project SPVs and New SPVs to the satisfaction of the Debenture Holders. The surplus cash of the Issuer will be cross collateralized with the surplus cash flows of Project SPVs and New SPVs. It is hereby clarified that the cash flows of each of the Project SPVs and New SPVs shall be available till the last date of Redemption Instalment Date.

Further, it being clarified that the Issuer shall in consultation with the Debenture Trustee, 5 (five) days prior to the debenture due date determine if there is any shortfall in discharging debenture secured obligations of Project SPVs and New SPVs, if affirmative then 2 (two) days prior to such debenture due date instruct the account bank to service such shortfall from the surplus cash of the Issuer. If such instruction is not provided by the Issuer, then transfer of surplus cash shall be done upon instructions of the Debenture Trustee.

xxii. Know Your Customer

The Issuer shall ensure to update KYC related information and information in relation to change in directors of the Issuer, within 30 (thirty) days of such change to the satisfaction of the Debenture Holders/ Debenture Trustee.

xxiii. Subordination

The Issuer hereby agrees, undertakes and acknowledges that any monies infused by the Promoter or any Related Party or their Affiliates by way of Subordinated Debt, into the Issuer shall until the Debenture Final Settlement Date remain subordinate to the Debentures and rights of the Debenture Holders (in terms of the Debenture Trust Deed and the Promoter Undertaking) in all respects.

xxiv. Permitted Merger, Demerger, Replacement of Project

- (a) Permitted Merger: Upon the effectiveness of the Permitted Merger, the Issuer shall, within 30 (thirty) days from the date of such effectiveness or such other extended timeline as may be mutually agreed between the Parties, create and perfect a charge over the cash flows, assets, and movable properties of Swelect Green Energy and NOEL and within 120 (one hundred and twenty) days from the date of effectiveness or such other extended timeline as may be mutually agreed between the Parties create and perfect a charge over the immovable properties of Swelect Green Energy and NOEL, which have been merged into the Issuer by operation of law pursuant to Permitted Merger. The creation and perfection (including but not limited to filings to be made with the concerned Registrar of Companies or Sub-Registrar of Assurances) of such charge shall be in accordance with Applicable Laws and the Issuer shall execute documents, amendment documents or any other security documents as may be required to the satisfaction of the Debenture Trustee to secure the Debenture Secured Obligations. Any failure by the Issuer to comply with the covenant set forth herein shall result into an Event of Default under the Debenture Trust Deed. The Issuer shall also ensure that occurrence or effectiveness of Permitted Merger shall not result into breach of Financial Covenants.
- (b) Permitted Project Transfer: Upon the effectiveness of the Permitted Project Transfer, the Issuer shall ensure that the Resulting Entity, within 60 (sixty) days from such effectiveness or such other extended timeline as may be mutually agreed between the Parties, executes all necessary security documents to create and perfect a charge over the cash flows, assets, and both movable and immovable properties pertaining to the Permitted Transfer Projects, which have been transferred to the Resulting Entity by operation of law, in a manner satisfactory to the Debenture Trustee to secure the Debenture Secured Obligations. Furthermore, the Issuer shall ensure that the Resulting Entity becomes part of the co-obligor structure (as detailed in Article

214.a.xxi above) for the purpose of sharing surplus cash, by executing a deed of adherence to the Inter-Company Agreement within 30 (thirty) days from the effectiveness of the Permitted Project Transfer. In addition, the Issuer shall ensure that the Resulting Entity undertakes that it will not incur any Indebtedness other than the obligations and liabilities transferred to it pursuant to the Permitted Project Transfer, which forms part of the Debenture Secured Obligations of the Issuer. Additionally, the Issuer shall ensure that the Resulting Entity shall procure and provide to the Debenture Trustee, an acknowledgement of receipt of letter by way of a stamp of receipt from the power procurer acknowledging the assignment/charge of any and/or all rights and obligations of the Resulting Entity under the PPA within 60 (sixty) days from the date of creation of charge. Any failure by the Issuer and/or the Resulting Entity to comply with the covenant set forth herein shall constitute an Event of Default under the Debenture Trust Deed. The Issuer shall and the Resulting Entity shall also ensure that occurrence or effectiveness of Permitted Project Transfer shall not result into breach of Financial Covenants.

- (c) One-time Replacement of Project Event/ Replacement of Project or Project of Project SPVs in terms of Article 211.e.(iii) The Issuer shall undertake One-time Replacement of Project Event and replacement of Projects or Projects of Project SPVs strictly in accordance with the terms and conditions set out in Clause 12.1.4 of the Debenture Trust Deed and Article 211.e.(iii), respectively. Pursuant to such replacement and creation of charge on such replaced projects, the Issuer shall ensure to procure and provide to the Debenture Trustee, an acknowledgement of receipt of letter by way of a stamp of receipt from the power procurer acknowledging the assignment/charge of any and/or all rights and obligations of the Issuer under the PPA within 60 (sixty) days from the date of creation of charge. Any failure by the Issuer to comply with the covenant set forth herein shall constitute an Event of Default under the Debenture Trust Deed. The Issuer shall also ensure that occurrence or effectiveness of One-time Replacement of Project Event and replacement of Projects or Projects of Project SPVs shall not result into breach of Financial Covenants.

215. NEGATIVE COVENANTS

- a. Until the Debenture Final Settlement Date, the Issuer shall and shall ensure that no Obligor (wherever applicable) shall, jointly or severally undertake any action set out below, without the prior written approval of the Debenture Trustee, in relation to the following:
 - i. make any change in the authorised share capital or the capital structure of the Issuer or make any Change of Control of the Issuer, which might result in Promoter ceasing to retain Control in the Issuer or make or implement or take any action towards reduction, return, purchase, repayment, cancellation or redemption or buy back any of any securities of the Issuer or issuance of any convertible instruments by the Issuer;
 - ii. appoint a Person as a director on its Board who appears in the list of wilful defaulters issued by the RBI or CIBIL or MCA or under Applicable Laws;
 - iii. issue any debentures or contract, create, incur, assume or suffer any Indebtedness for the Project including third party indebtedness except: (i) the Permitted Indebtedness of the Issuer;
 - iv. Change the rights attached to shares (directly or indirectly) or issuance of shares with

differential rights;

- v. compound or release or cause to be compounded and released any of the receivables or utilize the receivables towards making any payments other than as expressly permitted hereunder, whether by way of buy-back, payment of dividend, interest or otherwise nor do anything whereby the recovery thereof may be impeded, delayed or prevented and will;
- vi. incur any capital expenditure in relation to the Project other than as may be agreed in the Base Case Business Plan;
- vii. take any decisions in relation to any additional funding requirements of the Issuer in relation to the Project;
- viii. declare or pay any dividends, interest or distributions of any nature upon occurrence and subsistence of an Event of Default;
- ix. allow change of the name of the Issuer;
- x. make any political contributions in conformity with Applicable Law
- xi. save and except for Permitted Indebtedness, incur any Indebtedness make any payment towards any loan (secured or otherwise) or borrowings or any investment in any of their Affiliates and/or group companies, in relation to the Project and as per the terms of the Debenture Trust Deed or Debenture Documents;
- xii. shall not execute any agreements or instruments, which have the effect of amending or modifying the Debenture Documents;
- xiii. make any payments, deposits or advances towards unsecured loans or borrowings except as permitted under the Debenture Documents;
- xiv. save and except the Permitted Security Interest under the Debenture Documents create, incur, assume or suffer to exist or record any Security Interest or encumbrance on or with respect to the shares, property, revenue and/or other securities or assets pertaining to the Projects (including but not limited to escrowing or charging the receivables excluding the monies deposited in the distribution account in terms of Trust and Retention Account Agreement) of the Issuer;
- xv. except for any roll over, extension, renewal with respect to Permitted Indebtedness, no new / additional roll over, extension, renewal of any existing or future liability or debt facility or contingent liability or guarantee in relation to the Project is permitted;
- xvi. other than for Permitted Disposals, take any decision with respect to the sale, lease, transfer, mortgage and/or disposition in any manner whatsoever (either by way of assignment or otherwise in one or a series of related transactions and whether voluntary or involuntary) of the rights acquired or to be acquired by the Issuer, or the Promoters in respect of the Secured Assets or any other assets of the Issuer in relation to the Project;
- xvii. assign or transfer any of its rights or obligations under the Debenture Documents;
- xviii. in relation to the Project, enter into:

- (a) any transaction with any Affiliate/Relative of the Promoters; and/or
 - (b) any transaction involving the advance of any loans to any Director or his/her Relative/Affiliate;
 - (c) any related party transaction including without limitation any payments, repayments or deposits with any party which could be construed as a related party of the Issuer and the Promoters, unless the same is on arm's length basis;
- xix. revalue the assets of the Issuer;
- xx. amend or change the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of the Debentures held by Debenture Holders, or any amendment or waiver of any agreements specified in the Debenture Documents;
- xxi. apply to a court to wind-up the Issuer or wind up the Issuer voluntarily, any Insolvency Event of the Issuer or any other Obligor or their debt restructuring or the closure under an existing business or initiate any steps in that regard;
- xxii. change the material accounting policies or accounting reference date of the Issuer, unless such change is mandated under Applicable Law or by any Governmental Authority;
- xxiii. Change its Fiscal Year or methodology for preparing financial statements unless required by Applicable Law;
- xxiv. assign / surrender existing Approvals, licences, permits or registrations or jeopardize any license, permits or registrations which would have an adverse effect on the ability of the Issuer to Redeem the Debentures or make payment of the Debenture Secured Obligations or impact the business of the Issuer;
- xxv. transfer any monies from the Issuer and/or its Affiliates whether by way of return of capital, distribution of profits or otherwise except as expressly provided herein;
- xxvi. commence, terminate, settle or take any decisions with respect to Legal Proceedings including settlement thereof in relation to the Project where the claim amount exceeds INR 50,00,000 (Indian Rupees Fifty Lakhs);
- xxvii. enter into any joint ventures or strategic alliance or partnership or modify the terms of any joint venture or strategic alliances or partnership;
- xxviii. appoint, remove and change the Auditors of the Issuer;
- xxix. undertake any business restructuring, merger, consolidation or re-organization or entering into a scheme of arrangement or compromise with the creditors or shareholders, or effecting any scheme of amalgamation or reconstruction, divestment, sale, transfer of the Issuer and any of its assets in relation to the Project which is prejudicial to the interest of the Debenture Holders/ Debenture Trustee, save and except Permitted Merger and Permitted Project Transfer;

- xxx. effect a change in the legal status of the Issuer i.e., from public to private company or vice versa;
- xxxi. creates or allows to be created, directly or indirectly, any mortgage, charge, lien or any other encumbrances or Security Interest on the Secured Assets, except Permitted Security Interest;
- xxxii. transfer or otherwise encumber in any manner any of the equity shares and other securities held by the Promoters or its Affiliates in the Issuer, except the Permitted Security Interest;
- xxxiii. that none of the Obligors, creates, incurs, assumes or suffers to exist any Security Interest upon or with respect to any property, revenues or assets (real, personal or mixed, tangible or intangible) of the Issuer whether now owned or hereafter acquired other than the Security Interest created to secure the Debentures and the Permitted Security Interest;
- xxxiv. acquire, dispose, transfer, license or sub-license any Intellectual Property Rights belonging to the Issuer / Obligors or which the Issuer / Obligors have a right to use;
- xxxv. permit any change to any class rights associated with the equity and/or preference shares and/or any other instrument issued by the Issuer;
- xxxvi. make any amendments or modifications to, or termination of the Existing Financing Documents, Debenture Documents and/ or the Project Documents (which is prejudicial to the interest of the Debenture Holders/ Debenture Trustee and contradictory to the terms of the Debenture Documents);
- xxxvii. use, maintain, operate, occupy or grant any rights in respect of the use, maintenance, operation or occupancy of any portion of the Secured Assets:
- xxxviii. are dangerous, unless safeguarded as required by Applicable Law;
 - (a) violates any Applicable Law in any respect which may constitute a nuisance or which could be expected to have Material Adverse Effect;
 - (b) contravenes the provisions of any license or Approvals;
 - (c) make voidable or cancellable, any Insurance Contract then in force with respect to any part of the Secured Assets;
- xxxix. purchase or otherwise acquire all or part of the assets pertaining to Projects from Project cashflows, other than required for regular operation & maintenance;
- xl. lend money or advances or grant unsecured loan or make long term investments, other than (a) deposits or advances in relation to the payment for goods and equipment as required and permitted under the Debenture Documents; (b) which are in the ordinary course of business (c) which are in relation to projects of the group entities of the Issuer and / or (d) any transaction required to be carried out by Issuer in its capacity as holding company/shareholder for group entities ;
- xli. undertake guarantee obligations on behalf of any person or issue any guarantee or letter of credit or provide any security , except (a) as required under and in accordance with the Debenture Documents (b) which are in the ordinary course of business and / or (c) which are

in relation to projects of the group entities of the Issuer;

- xlii.* make any modification, amendments or alterations to the Memorandum of Association and Articles of Association of the Issuer, which shall be materially prejudicial to the interest of the Debenture holders under the Debenture Documents;
- xliii.* opening of any bank account in relation to the Project except the Trust and Retention Account as per the Trust and Retention Account Agreement until the Debenture Final Settlement Date;
- xliv.* undertake any new project, or augment, modernise, expand beyond the permissible debt as per the Financial Covenants mentioned in the Debenture Trust Deed;
- xliv.* material change in the scope of the Project and only if such change is detrimental to the Issuer and Debenture Holder;
- xlvi.* undertake any action which would exceed a 10% variation from the approved the Base Case Business Plan;
- xlvi.* make payments of any commissions to any guarantors (if applicable);
- xlvi.* declare or make any Restricted Payment unless the Restricted Payment Conditions have been complied with;
- xlix.* any matter, not provided herein but which is material to the Secured Assets;
- l.* any other matter which would directly impact the rights of the Debenture Holders.

216. EVENTS OF DEFAULT

On the question as to whether any of the events/circumstances have occurred/happened, which could be an Event of Default (as defined hereinafter) or Potential Event of Default, the decision of the Debenture Trustee shall be final, conclusive and binding on the Issuer and if there is any term and/or a condition which is subject to interpretation then such interpretation shall be assigned to the terms and conditions which is in the beneficial interests of the Debenture Holders and the Issuer hereby unconditionally and irrevocably agrees to the same. An Event of Default occurs upon the occurrence of any of the following specified events (each an “Event of Default”).

a. Payment

- i.* Failure by the Issuer to Redeem the Debentures on the Redemption Instalment Dates and/or failure by the Issuer in making the payment of Coupon and/or Debenture Secured Obligations on the relevant Debenture Due Dates;
- ii.* Failure or default by Project SPVs to perform any of their payment obligations in accordance with the debenture documents for the Project SPV Loans;
- iii.* Failure by the Promoter to replenish DSRA in terms of the Promoter Undertaking and in the event such failure is on account of any technical reasons, within a period of 3 (three) Business Days from the due date to replenish DSRA; and

- iii.* Any Governmental Authority takes or threatens (in writing) any action with a view to regulate, administer, limit or assert any form of administrative control over the rates applied, prices charged by the Issuer to its customers or rates of return achievable, by the Issuer in connection with its business (other than as revised or changed as per Applicable Law), which in the opinion of the Debenture Trustee, adversely affects the Project; or
- iv.* An attachment (whether before or after judgment), execution, commencement of proceeding for recovery of any dues, distress or restraint has been enforced or levied on any of the assets (including Project assets) of the Issuer which is not withdrawn within 30 (thirty) days from the date of such levy; or
- v.* A receiver is appointed in respect of the whole or any part of the Projects or property of the Issuer, save and except in the case where such receiver is removed within 30 (thirty) from the date of appointment;
- vi.* The Issuer ceases to have title to or interest in any assets or properties required for the Project or ceases to have the right to possess and use all or any assets or properties required for the Project except for Permitted Disposal.
- vii.* The Issuer fail to comply with any final judgment in any Legal Proceeding or fails to pay any sum due from it thereunder, within the time period prescribed.

i. Security

- i.* Any of the Security Documents are not executed within the time period specified in the Debenture Trust Deed and / or any of the Security Documents once executed and delivered fail to provide the Security Interests, rights and title intended to be created thereby (including the priority intended to be created thereby) or the Security fails to have the priority contemplated in such Security Document or any such Security Document shall cease to be in full force and effect, or the validity thereof or the applicability thereof or the Security Interest purported to be created thereby is jeopardised or endangered in any manner whatsoever or any other obligations purported to be secured or guaranteed thereby or any part thereof has been disaffirmed by or on behalf of the Issuer, the Obligors and/ or the Promoters.
- ii.* Any event or circumstance occurs which is prejudicial to or imperils or depreciates or is likely to prejudice or imperil or impair or depreciate the Security
- iii.* Creation or any attempt to create any Security Interest over the Secured Assets or any part thereof in violation of the provisions of the Existing Financing Documents.

j. Representations and Covenants

- i.* Any Representation and Warranties or covenant (other than in relation to any matter for which a specific Event of Default is provided in the Debenture Trust Deed) made on each of the Debenture Due Dates by the Issuer under any of the Debenture Documents or any information given by the Issuer in the reports, other information and other documents furnished is incorrect, false or misleading in any respect.
- ii.* Any Representation and Warranties or covenant (other than in relation to any matter for which a specific Event of Default is provided in the Debenture Trust Deed) made by the

Promoters on each of the Debenture Due Dates under any of the Debenture Documents or any information given by the Promoters in the reports, other information and other documents furnished is incorrect, false or misleading in any respect.

- iii.* Any representation or statement made by the Issuer in the Existing Financing Documents on due dates or any other document delivered by or on behalf of the Issuer under or in connection with any Financing Document is or proves to have been incorrect or misleading when made or deemed to be made.

k. Insolvency, Winding Up, Bankruptcy and Dissolution

- i.* Occurrence of any Insolvency Event with respect to the Issuer and/or the Obligors after the expiry of cure period provided under Article 216.k.iii, 216.k.iv. and 216.k.vi.
- ii.* The Issuer and/or the Obligors commences a voluntary proceeding under any applicable bankruptcy, insolvency, dissolution, reorganization, winding up, liquidation or other similar law now or hereafter in effect (including by way of filing of any application for initiation of corporate insolvency resolution process under IBC or consents in writing to the entry of an order in an involuntary proceeding under any such law, or consents to the appointment or taking possession by a receiver, insolvency professional, liquidator, assignee (or similar official) for any or a substantial part of its property or take any action towards its reorganization, liquidation or dissolution;
- iii.* Any financial creditor of the Issuer and/or the Obligors takes any action or commences any legal proceedings or filing any petition or application, for winding-up, initiation of corporate insolvency resolution process, liquidation, or dissolution of the Issuer, Promoter and/or the Obligors, under IBC or any other Applicable Law for the time being in force and same has not been withdrawn or dismissed within a period of 7 (seven) Business Days from the date of its filing, however if such petition or application is admitted then such an event shall result into an Event of Default.
- iv.* An involuntary proceeding against the Issuer and/or the Obligors has been initiated by any operational creditor under any applicable bankruptcy, insolvency, dissolution, winding up or other similar law now or hereafter in effect, or in any case, proceeding or other action before the appropriate forum for the appointment of a receiver, liquidator, assignee, trustee, custodian (or similar official) for any substantial part of its property, or for the insolvency, dissolution, winding up or liquidation of its affairs and same has not been withdrawn or cured within a period of 7 (seven) Business Days;
- v.* Subject to sub-article 216.k.iii and 216.k.iv above, an order is made or a resolution is passed, as the case may be, for the winding up or dissolution, or judicial management or administration of the Issuer and/or the Obligors; and
- vi.* Any corporate action, legal Proceedings or other procedure or step is taken or threatened (in writing) by the Issuer and/or the Obligors for commencement of corporate insolvency resolution process under IBC, in respect of the Issuer and/or the Obligors and same has not been withdrawn or cured within a period of 7 (seven) Business Days.

l. Debenture Documents and Project Documents

- i.* The Debenture Trust Deed or any of the other Debenture Documents or any provision

hereof or thereof:

- (a) is or becomes invalid, illegal or unenforceable or ceases to be in full force and effect or any party thereto shall have repudiated or disavowed or taken any action to challenge the validity or enforceability of such agreement; or
- (b) ceases to be in full force and effect except at the stated termination date thereof, or shall be assigned or otherwise transferred or prematurely terminated by any party thereto (other than with the prior written consent of the Debenture Trustee).
- (c) the Issuer transfers or assigns its rights and/or obligations under any Debenture Document to which it is a party other than in accordance with the provisions thereof.
- (d) any Debenture Document (except Existing Financing Documents) is avoided, cancelled, revoked, forfeited, surrendered or otherwise is not, or is claimed not to be, in full force and effect and unconditional, if not replaced/renewed to the satisfaction of the Debenture Trustee.
- (e) any party to a Debenture Document (except Existing Financing Documents) rescinds or repudiates or evidences an intention to rescind or repudiate such Debenture Document, if not replaced/renewed to the satisfaction of the Debenture Trustee.
- (f) any one or more events occurs or circumstances arise which (with the lapse of time, the giving of notice, the making of any determination under the relevant Project Documents or any combination of any of the foregoing) gives a counterparty (other than the Issuer) the right to terminate a Project Document or a counterparty (other than the Issuer) to a Project Document issues a termination notice in respect of a Project Document.
- (g) any one or more events occurs or circumstances arise which invalidates or due to which material Project Documents or Debenture Documents become unenforceable, provide however, if capable of being rectified then within a period of 30 (thirty) days from the date of occurrence of such event or circumstance.

m. Change in Control

- i.* If any Person acting singularly or with any other Person (either directly or indirectly) acquires Control of the Issuer, without the approval of the Debenture Trustee or as permitted in accordance with the Debenture Documents.
- ii.* The Issuer has taken action for its re-organization without the prior written approval of the Debenture Holders or there is any change in ownership structure of the Issuer in relation to the shareholding of Promoter Group in contravention of the Debenture Documents.

n. Maintenance of Balance

- i.* Failure to deposit all receivables in the Trust and Retention Account or diversion of the same or the failure to maintain the required balances in the Trust and Retention Account in accordance with the terms of the Trust and Retention Account Agreement and non-adherence to the terms and conditions provided under the Trust and Retention Account Agreement .

o. Inability to pay debts

- i.* The Issuer is unable (or is deemed by any law or court to be) or admits inability to pay its debts as they fall due, stops or suspends (or announces an intention to stop or suspend) making payments on any of its debts or, by reason of actual financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- ii.* The Issuer is unable (or are deemed by any law or court to be) or admits inability to pay their debts as they fall due, stops or suspends (or announces an intention to stop or suspend) making payments on any of their debts or, by reason of actual financial difficulties, commences negotiations with one or more of their respective creditors with a view to rescheduling any of their indebtedness, during the currency of the Debentures.
- iii.* The value of the assets of the Issuer is less than its liabilities.
- iv.* The Issuer files a petition for suspension of payments or other relief available to the debtors in respect of or affecting all or any part of their debt.

p. Illegality

- i.* It is or becomes unlawful for the Issuer and / or the Promoters to perform any of their respective obligations under the Debenture Trust Deed or any other Debenture Document; or
- ii.* Any obligation under any Debenture Document is not or ceases to be a valid and binding obligation of the Issuer and / or the Promoters or becomes void, illegal, and unenforceable or is repudiated by the Issuer and / or the Promoters.

q. Willful Defaulter

- i.* The Issuer along with their Affiliates or any of the Directors are included in the RBI's wilful defaulters list.

r. Material Adverse Effect

- i.* The occurrence or likelihood of the occurrence of any Material Adverse Effect in the sole opinion of the Debenture Trustee, or occurrence of any event or series of events (whether related or not) which, in the sole opinion of the Debenture Trustee, has or is reasonably likely to have a Material Adverse Effect, or if, in the sole opinion of the Debenture Trustee, any extraordinary circumstances have occurred which make it improbable for the Issuer to fulfil their obligations under the Debenture Documents or impacts the Project. Provided however that, if capable of being cured then within a period of 30 (thirty) day from the date of such breach.

s. Material Qualification

- i.* If the Auditor of the Issuer makes any adverse qualification in respect of the financial statements of the Issuer.

t. Material Litigation

- i. Any litigation, arbitration, investigative or administrative proceeding is current, pending or threatened (in writing) against the Issuer in relation to the Project, where the claim amount exceeds INR 2,50,00,000 (Indian Rupees Two Crores and Fifty Lakhs).
- ii. Failure by the Issuer to pay any amounts due under any judgments or decrees or to comply with the terms thereof.
- iii. Any judgments or decrees having Material Adverse Effect, if passed against the Issuer.
- iv. If a charge sheet is filed in any Legal Proceeding against the Issuer or Promoters or Obligors or any of their directors or key managerial persons or if any of them are arrested in relation to a criminal offence involving moral turpitude, dishonesty, bribery or which otherwise impinges on the integrity of the Obligor or such directors or for violation of any Anti-Bribery Laws or Sanctionable Practice, an Event of Default will occur unless they are acquitted or convicted by the court of law within 180 (one hundred and eighty) days from the date of filing of the charge sheet. Furthermore, if any conviction or acquittal is made (whether final, appealable or non-appealable), against any of the Issuer, Promoters, Obligors or any of their directors or key managerial persons, it will result in an Event of Default.
- v. Any adverse judgment or decision by any court of law or tribunal or any Governmental Authority has been issued in relation to any Legal Proceedings with respect to the Issuer, the Project, the Project Documents or the Issuer's title to any part of the Project or the assets of the Project.

u. Sale, Disposal and Removal of Assets

Except for Permitted Disposal or as otherwise expressly provided under the Debenture Trust Deed, the Issuer has (or has attempted in relation to any of the foregoing) sold, disposed off, charged or encumbered or created Security Interest or alienated or otherwise the Secured Assets or the Project assets of the Issuer.

v. Charter Documents

Any amendment or modification to the memorandum of association and articles of association of Issuer.

w. Immunity

The Issuer, either for itself or in relation to any of its assets, is or becomes entitled to claim immunity from suit, execution, attachment or other legal process.

x. Deviation to Base Case Business Plan

Any deviation from the Base Case Business Plan which is in excess of 10% of variation, without the prior consent of the Debenture Trustee in writing.

y. Force Majeure events

The occurrence of any Force Majeure event which shall have a Material Adverse Effect on all the

Project and Projects of Project SPVs, except in the event the Issuer demonstrates to the satisfaction of the Debenture Trustee, that the obligations of the Issuer under the Debenture Documents are not impaired adversely thereby.

z. Mis-utilization of the Subscription Amount

The Issuer utilizes the Subscription Amount for any purpose other than the purpose set forth in the Debenture Trust Deed.

aa. Others

- i.* The Issuer or any of its directors appearing on the RBI's / CIBIL's list of defaulters and Export & Credit Guarantee Corporation's / United Nations Security Council Resolutions caution list.
- ii.* The Credit Rating of the Issuer and / or the Debentures falling below BBB-.
- iii.* The occurrence of any event or circumstance, which would or likely to adversely affect, in any manner, the capacity of the Issuer to repay the Debenture Secured Obligations.
- iv.* Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off funds or revenues by the Issuer and / or the Promoters.
- v.* Non-maintenance of reserves (DSR/EMR/DRR) as per the terms of the Debenture Trust Deed.
- vi.* The Project is Abandoned by the Issuer, or the Issuer ceases to have actual possession and control of the Project.
- vii.* The liabilities of the Obligor are more than their respective assets or the net worth of the Obligor is eroded or becomes negative or zero.
- viii.* Termination / cessation of PPA, subject to cure period of 3 (three) months for replacement of PPA. Provided however, no cure period is provided for termination/cessation of PPAs of SECI Projects . It being clarified that Event of Default shall only occur in relation to SECI Projects if only such projects are housed on the Issuer and are not replaced pursuant to One-time Replacement of Project Events, Permitted Project Transfer and replacement of Project or Project of Project SPVs in terms of Article 211.e.(iii).
- ix.* Revocation of authorization, license or consent required for the Projects provided that a cure period of 90 (ninety) days has been provided for such a failure or non-compliance to be rectified.

217. CONSEQUENCES OF EVENT OF DEFAULT

a. If an Event of Default has occurred, the Debenture Trustee may with the consent of the Majority Debenture Holders take one or more of the following actions in any combination or sequence without any priority or preference between such actions and without in any manner affecting their entitlement to exercise any other right, during the continuation of any previous action:

- i.* Acceleration of the Debentures, at the cost of the Issuer, whereupon all the Debenture Secured Obligations shall be paid forthwith and the Debentures shall be Redeemed,

- immediately upon such Acceleration;
- ii.* Cancel or suspend the outstanding Subscription Amount;
 - iii.* require the Issuer to sell and dispose of Secured Assets on terms and conditions acceptable to the Debenture Trustee and utilise the proceeds thereof to Redeem the Debentures;
 - iv.* draw on balances in the Trust and Retention Accounts or change the waterfall of priority as specified in the Trust and Retention Account Agreement and issue instructions for making any payments from the Trust and Retention Accounts ;
 - v.* right to securitize the Secured Assets charged in the event of such securitization and exercise such other remedies as permitted or available under the Applicable Laws (including Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002) in the sole discretion of the Debenture Trustee;
 - vi.* at the cost of the Issuer, exercise its rights under the Power of Attorney/Applicable Laws;
 - vii.* at the cost of the Issuer, initiate any Enforcement Action;
 - viii.* exercise the Put Option;
 - ix.* enforce any Security under any of the Security Documents;
 - x.* sue for creditors' process and/or exercise rights with respect to the Security in accordance with the Debenture Documents;
 - xi.* appoint, at the cost of the Issuer, any independent/concurrent auditors or consultants as appointed by the Debenture Trustee / Debenture Holders, for the review of the Project as deemed fit;
 - xii.* stipulate any additional terms and conditions including an increase in the rate of Coupon, with respect to the Debenture Documents;
 - xiii.* instruct any person, who is liable to make any payment to the Issuer under the Project Documents (including the Insurance Contracts) or otherwise, to pay directly to the Secured Parties;
 - xiv.* to enter upon and take possession of the assets of the Issuer and / or sale, assignment or otherwise disposal of any of the Secured Assets by the Debenture Trustee in such manner, at such time, at such place or places and on such terms as the Debenture Trustee may, in compliance with any requirements of Applicable Laws and in consultation with the Debenture Holders, determine;
 - xv.* exercise all or any rights or remedies of the Issuer under one or more Project Documents against any parties to such Project Documents in such manner as the Debenture Trustee / Debenture Holders may determine in their absolute discretion;
 - xvi.* modify the terms of the Debenture Trust Deed and the other Existing Financing Documents or stipulate any additional terms and conditions they deem fit;

- xvii. examine, at the cost of the Issuer, the books of accounts of the Issuer and have the Project assets, premises, sites of the Project/Issuer and Issuer's assets inspected, from time to time by officers of the Secured Parties and/or outside consultants;
- xviii. disclose or publish the name of the Issuer and / or the Promoters as defaulters in such manner and through such medium as the Debenture Holders or RBI or CIBIL or CICs or any other regulatory authority in their absolute discretion may think fit;
- xix. collect by itself or through nominee(s) or agent(s) and retain all cash proceeds, including without limitation whether arising from the operations of the Project or not, and to use such monies in whole or in part, towards repayment of the Issuer's obligations in terms of the Debenture Documents;
- xx. transfer or sell the Security to any third party;
- xxi. require the Issuer and/or the Promoter to procure the transfer the Secured Assets in favour of the Debenture Trustee or such other Person by way of lease, leave and license, sale or otherwise;
- xxii. The Issuer hereby gives specific consent to the Secured Parties for disclosing and submitting the financial information with respect of the Debentures, from time to time, to any Information Utility in accordance with Applicable Law and hereby specifically agrees to promptly authenticate the financial information submitted by the Secured Parties, as and when requested by the concerned Information Utility.
- xxiii. Substitution/Step-in Rights
 - (a) Without prejudice to any other right or remedy available to the Debenture Holders, subject to the consent of other counterparties under the Project Documents, if required (which the Issuer shall be obligated to promptly procure), the Debenture Holders shall have the right to appoint its substitute(s) or take over control of the Project or exercising their right in relation to the Project to substitute the Issuer in terms of the Debenture Documents (hereinafter referred to as "Substitution Rights").
 - (b) Without prejudice to any other right or remedy available to the Debenture Holders, on occurrence of an Event of Default which is continuing ("Effective Date"), the Debenture Holder shall have the right, to appoint the Debenture Trustee and or its nominee or any other person by whatever name called, as the Debenture Holder may deem fit at the sole risk of the Issuer (hereinafter referred to as "Step-in Agent"), for stepping into the Issuer's rights, title, benefit and interest in, to or arising in respect of the Project , and such person appointed under the powers conferred by this Article shall be deemed to be the agent of the Issuer ("Step-in Rights").
 - (c) Upon exercise of such Step-in Rights, the Issuer shall:
 - (i) if requested by the Step-in Agent, use its best efforts to obtain consents from the counter parties of the Project Documents, wherever required, in favour of the Step-in Agent, as contemplated under this Article and shall give periodic updates to the Step-in Agent on the status of such consents;

- (ii) give full particulars to the Step-in Agent of all the rights, interests, benefits, obligations and such other information as requested by the Step-in Agent pertaining to the Project and shall furnish and verify all statements, reports, returns, certificates and information from time to time and as may be reasonably required by the Step-in Agent at the time of exercise of the Step In Rights and at the time of exercise of the Step In Rights make, furnish and execute all necessary documents to give effect to the Step-in Rights vested herein;
 - (iii) if any amount paid by the Issuer in respect of the Step-in Rights hereby vested is held to be void or set aside on the liquidation or winding up of the Issuer or otherwise, then for the purposes of this Article, such amount shall not be considered to have been paid;
 - (iv) not exercise or enforce any of the rights, remedies, authorities, powers and privileges in respect of the Project as a consequence of any default or failure to perform by the counter party to these agreements thereunder other than in accordance with the Debenture Documents; and
 - (v) not amend or terminate the Project Documents.
- (d) Upon exercise of such Step-in Rights, the Debenture Holders and/or Step-in Agent shall:
 - (i) entitled to exercise all rights / powers and appropriate benefits of the Issuer in respect of the Project, on behalf of and at the sole risk of the Issuer;
 - (ii) assume any of the obligations of the Issuer either under the Project or any statutory obligations under any approvals / permissions or otherwise; and
 - (iii) not be required to expend or risk its own funds or otherwise incur any liability while exercising Step-In rights and expenses, if any, incurred in this connection shall form part of the Debenture Secured Obligations and be reimbursed by the Issuer.
- (e) While exercising Step-in Rights, the Debenture Holder and/or the Step-in Agent shall have: (a) the right and authority to instruct any person, who is liable to make any payments to the Issuer, to pay directly to the Debenture Holder; (b) the right to appropriate / utilize funds lying in the Accounts for the purpose of discharging Debenture Secured Obligations of the Issuer or for such other purposes the Debenture Holder deems fit; and (c) the right to instruct parties / counter party(ies) to the Project Documents to honor their respective obligation(s) under such Project Documents.
- (f) The Issuer hereby irrevocably appoints the Debenture Holder and/or the Step-in Agent as its attorney, and, in the name and on behalf of the Issuer, to exercise all the rights and powers of the Issuer in respect of the Project, execute all deeds and things which the Issuer is authorized or required to carry out for the purpose of operation of the Project including matters incidental thereto and the Issuer shall ratify and confirm all acts or things lawfully made, done or executed by the Lender

and/or the Step-in Agent as the Issuer's attorney insofar as Project Documents are concerned. The Debenture Holder and/or the Step-in Agent shall have the right / power to substitute and appoint from time to time one or more attorney or attorneys under it with the same or limited powers or with such powers as may be stipulated by the Lender and/or the Step-in Agent from time to time and to appoint substitute or substitutes at pleasure, to remove one or more attorneys / substitutes and to appoint another or others in his/her/its/their place.

xxiv. exercise the right of appointment of the Nominee Director/observer in terms of the Debenture Trust Deed; and

xxv. exercise such other rights as may be available to the Debenture Holders under the Debenture Documents or Applicable Law.

Notwithstanding the aforesaid, the Debenture Holders shall be entitled to pursue any other legal remedy for any other relief as may be available to them under Applicable Law.

218. Notwithstanding anything contained herein in these Articles, if any provisions of the Articles at any time conflicts with any of the provisions of the Debenture Trust Deed and other Debenture Documents with respect to the rights of the Secured Parties *vis-a vis* including but not limited to appointment of Nominee Director and/or Substitution Rights and/or Step-in Rights and/or other rights as set out in Article 217 above, upon occurrence or during subsistence of an Event of Default, the provisions of Debenture Trust Deed and other Debenture Documents shall prevail over these Articles.

Annexure

1. Authority for the Issue of Debentures

The Board and the shareholders of the Issuer have pursuant to their resolutions approved the issuance of Debentures under Sections 179 and Section 180 of the Act, read with the applicable rules and regulations thereunder.

2. Status of Debentures

- (a) The issue of Debentures is by way of private placement, for an aggregate principal amount not exceeding INR 138,50,00,000 (Indian Rupees One Hundred Thirty Eight Crores and Fifty Lakhs only);
- (b) The Debentures are issued in the form of secured, fully paid up redeemable, non-convertible debentures. The Debentures constitute direct obligations of the Issuer and shall rank *pari passu* inter se and without any preference or priority among themselves. Subject to any obligations preferred by mandatory provisions of the law prevailing from time to time, the Debentures shall also, as regard the Debenture Secured Obligations, rank *pari passu* with all other present and future holders of any other debentures of the Issuer.
- (c) The claims of the Debenture Holders shall be superior to the claims of unsecured creditors of the Issuer (subject to any obligations preferred by mandatory provisions of the Applicable Laws prevailing from time to time).

3. Form, Face Value, Title

(a) Form

The Debentures shall be in dematerialised form.

(b) Face Value

The face value of each Debenture is Rs 10,00,000 (Rupees Ten Lakh).

(c) Issue Price

The issue price of each Debenture is Rs 10,00,000 (Rupees Ten Lakh).

(d) Title

- (i) In case of Debentures held in the dematerialized form, the Person for the time being appearing in the register of beneficial owners maintained by relevant depository, shall be treated for all purposes by the Issuer, the Debenture Trustee, relevant depository and all other Persons dealing with such Person as the holder thereof and its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, theft or loss of the Debenture Certificate issued in respect of the Debentures.

- (ii) No transfer of title of a Debenture will be valid unless and until entered on the Register or the register of beneficial owners maintained by relevant depository prior to the Record Date of the Issuer. In the absence of transfer being registered, principal, interest, or any other amount under the Debentures will be paid to the Person, whose name appears first in the Register or the register of beneficial owners maintained by relevant depository as the case may be. In such cases, claims, if any, by the purchasers of the Debentures will need to be settled with the seller of the Debentures and not with the Issuer or the Registrar.

(e) *Minimum Subscription*

Minimum Subscription shall be of 1 (one) Debenture per Subscriber.

4. **Register and Transfer of the Debentures**

(a) *Register*

The Issuer shall maintain at its registered office at Swelect House, No. 5 Sir P.S. Sivasamy Salai Mylapore Chennai, Tamil Nadu 600004, India or such other place as permitted by law a register of Debenture Holders (the “**Register**”) containing such particulars as required by Section 88 of the Act. In terms of Section 88 of the Act, the register of beneficial owners maintained by relevant depository for any Debenture in dematerialized form under Section 11 of the Depositories Act 1996 shall be deemed to be a Register for this purpose. The Debenture Trustee and / or the Debenture Holders or any of them or any other Person shall, as provided in Section 94 of the Act be entitled to inspect the said the Register and to take copies of or extracts from the same or any part thereof during usual business hours.

(b) *Transfer*

The Debenture Holders may freely assign or transfer the Debentures to any Person.

(c) *Transfer Process*

In respect of Debentures held in the dematerialized form, transfers of the Debentures may be effected only through relevant depository where such Debentures are held, in accordance with the provisions of the Depositories Act, 1996 and/or rules as notified by the depository from time to time. The Debenture Holders shall give delivery instructions containing details of the prospective purchaser’s depository participant’s account to his depository participant. If a prospective purchaser does not have a depository participant account, the Debenture Holder may rematerialize its Debentures and transfer them in a manner as specified in Paragraph 4 (b) of this Schedule IV.

5. **Deemed Date of Allotment**

All benefits under the Debentures including payment of interest will accrue to the Debenture Holders from the Closing Date.

6. Interest

- (a) Coupon on the principal amount of the Debentures shall be calculated from the date of receipt by the Issuer of the Subscription Amount, as applicable until the Debenture Final Settlement Date.
- (b) The Issuer shall pay to the Debenture Holders the Coupon on the relevant Coupon Payment Date as specified in Schedule VII to the Debenture Trust Deed.
- (c) Any payments to be made to the Debenture Holders, including payment of Interest, payment upon redemption, shall be made by the Issuer using the services of electronic clearing services (ECS), real time gross settlement (RTGS), direct credit or national electronic fund transfer (NEFT) into such bank account of a Debenture Holder as may be notified to the Issuer by such Debenture Holder or the Debenture Trustee (acting on behalf of the Debenture Holders).

7. Payments

(a) *Payment of Interest*

Payment of Interest on the Debentures will be made to those Debenture Holders whose name appears first in the Register as the case may be as, on the Redemption Date.

(b) *Payment on Redemption*

The Debentures will be redeemed on the Redemption Instalment Dates as set out in Schedule VII. The Debentures shall be redeemed and shall be paid in a manner as detailed in Paragraph 8 of this Schedule IV (*Manner and Mode of Payment*). These names will be as per the relevant depository's records on the Record Date of the Issuer fixed for this purpose. No action is required on the part of Debenture Holders.

- (c) The Issuer's liability to the Debenture Holders including for payment or otherwise shall stand extinguished from the Debenture Final Settlement Date.

8. Manner and Mode of Payment

(a) *Manner of Payment:*

The bank details will be obtained from relevant depository for payments. Debenture Holders, who hold the Debentures in electronic form, are obliged to immediately update their bank account details as appearing on the record of depository participant. Failure to do so may result in delays in credit of the payments to Debenture Holders at their sole risk and the Issuer shall not have any responsibility and undertake any liability for such delays on part of the Debenture Holders.

9. **Security and terms of Security**

(a) *Maintain Security*

The Issuer shall take all measures to preserve and maintain the Security Interest evidenced under the Security Documents and to maintain clear title over the Security. No other lender or creditor of the Issuer will at any time have any rights, title or interest over the Security provided to the Debenture Trustee and/ or the Debenture Holders.

(b) *Continuing Security*

Subject to the terms of the Debenture Trust Deed and the other Debenture Documents, the Security Interest created or proposed to be created under the Security Documents is a continuing security and shall remain in full force and effect until the Debenture Final Settlement Date.

(c) *Other Security*

The Security created under the Security Documents shall be in addition to and not in substitution for or in derogation of any other security held by the Debenture Holders and/or the Debenture Trustee from time to time. The Security Interest created under the Security Documents is without prejudice to any other security, indemnity or other right or remedy which any Debenture Holder or the Debenture Trustee may now or hereafter hold or have in connection with the Debentures or part thereof, and shall neither be merged in, or in any way exclude or prejudice, or be affected by any other security, right of recourse or other right whatsoever (or the invalidity thereof) which the Debenture Holders or the Debenture Trustee may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Issuer or any other Person in respect of the Debentures. The Security Interest created under the Security Documents may be enforced against the Issuer and the Obligors without first having recourse to any other rights of the Debenture Holders or the Debenture Trustee.

(d) *Cumulative Powers*

(i) The powers which the Debenture Documents confer on the Debenture Trustee hereunder are cumulative and without prejudice to its general powers under Applicable Laws and may be exercised as often as the Debenture Trustee may deem fit and appropriate.

(ii) The Debenture Trustee may, in connection with the exercise of its powers, join or concur with any person in any transaction, scheme or arrangement whatsoever

10. The Issuer acknowledges that the powers of the Debenture Trustee hereunder shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.