Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 07/10/2024

Certificate No.

G0G2024J1053

GRN No.

122213183



Stamp Duty Paid : ₹ 200

Penalty:

₹0

(Rs. Zero Only)

Seller / First Party Detail

Name:

Acme Cleantech solutions Pvt Itd

H.No/Floor:

Na

Sector/Ward: Na

LandMark:

City/Village: Gurugram Phone:

District: Gurugram

State:

Haryana

98*****23

Buyer / Second Party Detail

Name:

Acme Solar holdings Ltd

H.No/Floor: Na

Sector/Ward: Na

District: Gurugram

LandMark: Na

State:

Haryana

City/Village: Phone:

Gurugram 98*****23

Purpose:

AMENDMENT AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

This Stamp paper forms part and parcel of Amendment Agreement to the Deed of Novation

AMENDMENT AGREEMENT

This Amendment Agreement ("Amendment Agreement") to the Deed of Novation dated June 25, 2024 executed between ACME Cleantech Solutions Private Limited, ACME Solar Holdings Limited and companies whose names are set out in Schedule A of the Deed of Novation, is made and entered into on this of day of 2024 ("Execution Date"), by and amongst:



ACME CLEANTECH SOLUTIONS PRIVATE LIMITED, a company duly incorporated under the laws of India (CIN: U74110HR2003PTC035026), having its registered office at Plot No. 152, Sector-44, Gurugram-122002, Haryana, India (referred to as the "ACME Cleantech", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

ACME SOLAR HOLDINGS LIMITED, a company duly incorporated under the laws of India (CIN: U40106HR2015PLC102129), having its registered office at Plot No. 152, Sector-44, Gurugram-122002, Haryana, India (referred to as the "ACME Solar", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART;

AND

The Parties whose names and registered office address are set out in Schedule A, severally and not jointly, (hereinafter each referred to as the "Company" and collectively as the "Companies", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the THIRD PART.

ACME Cleantech, ACME Solar and the Companies are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS

- ACME Cleantech, ACME Solar and the Companies had entered into a Deed of Novation dated June 25, 2024 ("Agreement") in terms of which ACME Cleantech had agreed to novate all of its rights, obligations, interests and title under the O&M Agreements (as defined under the Agreement) to ACME Solar through the Agreement.
- 2. Now, pursuant to the revised understanding between the Parties, the Parties have agreed to amend the Agreement to the extent as set out under this Amendment Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and as contained under the Agreement, the Parties agree to amend the Agreement as follows:

1. Clause 3.5 shall be deleted in its entirety and replaced with the following:

"To give effect to the novation contemplated in this Clause 3 above, the Parties hereby agree and acknowledge that on or prior to February 1, 2025 ("Transfer LS Date"):"

2. Miscellaneous

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- 2.1 Any reference to the Agreement shall include a reference to the Agreement as amended by this Amendment Agreement. The Agreement, along with this Amendment Agreement, shall be read and construed as one document.
- 2.2 Capitalized terms used but not defined in this Amendment Agreement shall have the meanings ascribed thereto in the Agreement.
- 2.3 The Parties agree that this Amendment Agreement shall come into force with effect from the Execution Date. In the event of any contradiction or inconsistency between the Agreement and this Amendment Agreement, the provisions of and understanding set out in this Amendment Agreement shall prevail, to the extent of any inconsistency or contradiction.
- 2.4 Except as expressly modified by this Amendment Agreement, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect.
- 2.5 The provisions related to governing law of the Agreement and dispute resolution shall apply *mutatis mutandis* to this Amendment Agreement.
- 2.6 This Amendment Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same Amendment Agreement.

[Signature page follows]

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AMENDMENT AGREEMENT TO BE DULY EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES ON THE DATE AND YEAR HEREINABOVE WRITTEN:

For and on behalf of ACME Solar Holdings Limited

Name: Ratth fashin Designation:

For and on behalf of ACME Cleantech Solutions Private Limited

Name: Designation: A stable of Superiory

For and on behalf of ACME Solar Technologies (Gujarat) Private Limited

Name: Price following

For and on behalf of ACME Raipur Solar Power Private Limited

Name:
Designation: A solvi

For and on behalf of ACME Solar Rooftop Systems Private Limited

Name: Designation: Fush Sadh

For and on behalf of Dayanidhi Solar Power Private Limited

Name:
Designation:

For and on behalf of Vishwatma Solar Energy Private Limited

For and on behalf of Niranjana Solar Energy Private Limited

For and on behalf of ACME Jaisalmer Solar Power Private Limited

For and on behalf of ACME Nalanda Solar Power Private Limited

For and on behalf of Aarohi Solar Private Limited

For and on behalf of Nirosha Power Private Limited

Name: Designation:

Name: Designation:

Name: Designation:

Name: Designation:

Name: Designation:

Name: Designation:

For and on be	chalf of ACME Magadh Solar Power Private Limited
	had i
Name: Designation:	forth sedlin

For and on behalf of Dayakara Solar Power Private Limited

Name: Designation:	Rojen Sodhi
For and on be	chalf of Grahati Solar Energy Private Limited

Name:
Designation:

For and on behalf of ACME PV Powertech Private Limited

	Mrs.	
Name:	l ietha	ANN
Designation:	1	

For and on behalf of ACME Solar Power Technology Private Limited

		*
Name:	Lier	Wed
Designation:		

For and on behalf of ACME Yamunanagar Solar Power Private Limited

Name: Pyoth to all Designation:

For and on behalf of ACME Mahbubnagar Solar Energy Private Limited

Name:
Designation:

For and on behalf of ACME Jodhpur Solar Power Private Limited

Name:
Designation:

For and on behalf of ACME Rewa Solar Energy Private Limited

		a 27.
Name:	Mesh	Jadlu
Designation:	L. C.	

For and on behalf of ACME Sidlaghatta Solar Energy Private Limited

Name: Designation:

For and on behalf of ACME Heergarh Power Technology Private Limited

Name: Party Saddin Designation:

For and on behalf of ACME Aklera Power Technology Private Limited

Name: Pest Sadl Designation:

SCHEDULE A

DETAILS OF COMPANIES

S. No.	Name of the Company	Registered Office	Corporate Identification Number
1.	ACME Solar Technologies (Gujarat) Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40105HR2009PTC038901
2.	ACME Raipur Solar Power Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40300HR2014PTC053674
3.	ACME Solar Rooftop Systems Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40106HR2015PTC054379
4.	Dayanidhi Solar Power Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40106HR2014PTC051645
5.	Vishwatma Solar Energy Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40106HR2014PTC051647
6.	Niranjana Solar Energy Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40106HR2014PTC051626
7.	Aarohi Solar Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U32109HR2008PTC038030
.8.	ACME Jaisalmer Solar Power Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40104HR2009PTC039681
9.	Nirosha Power Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40106HR2015PTC054395
10.	ACME Nalanda Solar Power Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40104HR2014PTC053996





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11.	ACME Magadh Solar Power Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40300HR2014PTC053995
12.	Dayakara Solar Power Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40108HR2015PTC054362
13.	Grahati Solar Energy Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40108HR2015PTC054324
14.	ACME PV Powertech Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40106HR2015PTC055817
15.	ACME Solar Power Technology Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40106HR2015PTC055809
16.	ACME Yamunanagar Solar Power Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40300HR2016PTC057877
17.	ACME Mahbubnagar Solar Energy Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40300HR2016PTC057909
18.	ACME Jodhpur Solar Power Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40300HR2007PTC036826
19.	ACME Rewa Solar Energy Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40106HR2017PTC067856
20.	ACME Sidlaghatta Solar Energy Private Limited	Flat No. 104, Munish Plaza 4637/20, Ansari Road, Daryaganj, New Delhi – 110002, India	U40200DL2018PTC348831
21.	ACME Heergarh Power Technology Private Limited	Plot No. 152, Sector 44, Gurugram, Haryana – 122 002, India	U40106HR2018PTC093853



22.	ACME Aklera	Plot No. 152, Sector 44,	U40100HR2018PTC094212
	Power Technology	Gurugram, Haryana – 122	
	Private Limited	002, India	



