

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 07/10/2024

Certificate No. G0G2024J1051



Stamp Duty Paid : ₹ 200  
(Rs. Only)

GRN No. 122213183



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Acme Cleantech solutions Pvt ltd

H.No/Floor: Na Sector/Ward: Na LandMark: Na

City/Village: Gurugram District: Gurugram State: Haryana

Phone: 98\*\*\*\*\*23



Buyer / Second Party Detail

Name : Acme Solar holdings Ltd

H.No/Floor: Na Sector/Ward: Na LandMark: Na

City/Village: Gurugram District: Gurugram State: Haryana

Phone : 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 Non-Compete  
Agreement.

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

## AMENDMENT AGREEMENT

This Amendment Agreement ("Amendment Agreement") to the Non-Compete Agreement dated June 25, 2024 executed amongst ACME Cleantech Solutions Private Limited, MKU Holdings Private Limited and ACME Solar Holdings Limited, is made and entered into on this 7<sup>th</sup> day of October 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**

**MKU HOLDINGS PRIVATE LIMITED**, a company duly incorporated under the laws of India (CIN: U25206HR2005PTC078000), having its registered office at Plot No. 152, Sector-44, Gurugram-122002, Haryana, India (referred to as the "MKU Holdings", 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 MKU Holdings are hereinafter collectively referred to as "Parties" and individually as a "Party".

### **WHEREAS**

1. ACME Cleantech, ACME Solar and MKU Holdings had entered into a Non-Compete Agreement dated June 25, 2024 ("Agreement") in terms of which ACME Cleantech and MKU Holdings had agreed not to undertake any business which competes with the Renewable Energy Business (as defined under the Agreement) of ACME Solar and the Issuer Entities (as defined under the Agreement) in the Territory (as defined under the Agreement), subject to certain exceptions.
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 2.2 of the Agreement shall be deleted in its entirety and replaced with the following:

*"Mr. Manoj Kumar Upadhyay has submitted resolution plans under the Insolvency and Bankruptcy Code, 2016 with respect to acquisition of Reliance Big Private Limited (which company owns and operates a single windmill in Tamil Nadu with an installed capacity of 750 KW) and Reliance Infrastructure Consulting & Engineers Private Limited (which company*

*owns and operates two windmills in Tamil Nadu with an installed capacity of 225 KW each). ACME Cleantech or its affiliates shall acquire the aforementioned companies, subject to receipt of the requisite approvals in accordance with Applicable Law, including approval from the respective committee of creditors, relevant National Company Law Tribunal, and lenders of ACME Cleantech or its affiliates, as applicable."*

**2. Miscellaneous**


- 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: \_\_\_\_\_  
Designation: Rajesh Lodhi

For and on behalf of ACME Cleantech Solutions Private Limited

  
Name: Anand Singh  
Designation: Authorized Signatory

For and on behalf of MKU Holdings Private Limited

  
Name: \_\_\_\_\_  
Designation: Chellappa Chakravarthi