

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 03/06/2024

Certificate No. G0C2024F2507



Stamp Duty Paid : ₹ 4000
(Rs. Only)

GRN No. 116955249



Penalty : ₹ 0

(Rs. Per Day)

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*****77



Buyer / Second Party Detail

Name : Acme Solar Holdings pvt ltd and others

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

City/Village : Gurugram District : Gurugram State : Haryana

Phone : 98*****77

Purpose : SHAREHOLDERS AGREEMENT



The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrahry.nic.in>

This stamp paper forms an integral part of the Shareholders Agreement executed between Acme Cleantech Solutions Private Limited, Acme Solar Holdings Private Limited and Acme Sigma Urja Private Limited on 17th June 2024.



[Handwritten signature]

[Handwritten signature]



[Handwritten signature]



SHAREHOLDERS AGREEMENT

AMONGST

ACME SOLAR HOLDINGS PRIVATE LIMITED
(the Purchaser)

AND

ACME CLEANTECH SOLUTIONS PRIVATE LIMITED
(the Seller)

AND

ACME SIGMA URJA PRIVATE LIMITED
(the Company)

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION	2
2. EFFECTIVE DATE.....	8
3. MANAGEMENT OF THE COMPANY.....	8
3A. ISSUANCE AND ALLOTMENT OF SPECIFIED INSTRUMENTS.....	13
4. TRANSFER PROVISIONS	14
5. CONFIDENTIALITY	16
6. NOTICES.....	18
7. REPRESENTATIONS AND WARRANTIES.	19
8. INFORMATION RIGHTS AND FURTHER ASSURANCES.....	19
9. ASSIGNMENT	20
10. TERMINATION	20
11. EVENTS OF DEFAULT	20
12. GOVERNING LAW AND DISPUTE RESOLUTION.....	20
13. MISCELLANEOUS PROVISIONS.....	21
SCHEDULE 1	28
SCHEDULE 2 RESERVED MATTERS.....	31

This **SHAREHOLDERS AGREEMENT** (the "Agreement") is made on this 17th day of June, 2024 ("Execution Date") by and amongst:

1. **ACME Cleantech Solutions Private Limited**, a company validly existing under the Act and having its registered office at Plot No. 152, Sector 44, Gurugram, Haryana – 122 001, India (hereinafter referred to as the "Seller", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);
2. **ACME Sigma Urja Private Limited**, a company validly existing under the Act and having its registered office at Plot No. 152, Sector 44, Gurugram, Haryana – 122 001, India (hereinafter referred to as the "Company", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns); and
3. **ACME Solar Holdings Private Limited**, a company validly existing under the Companies Act, 2013 and having its registered office at Plot No. 152, Sector 44, Gurugram, Haryana – 122 001, India (hereinafter referred to as the "Purchaser", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its Affiliates, successors and permitted assigns).

The Company, the Seller and the Purchaser are hereinafter individually referred to as a "Party" and collectively as the "Parties". The Seller and the Purchaser are hereinafter individually referred to as a "Shareholder" and collectively as the "Shareholders".

WHEREAS:

- (A) As of the Execution Date, the authorised share capital of the Company is INR 10,00,000 (Indian Rupees Ten Lakh) comprised of 1,00,000 (One Lakh) Equity Shares (*defined below*) of INR 10 (Indian Rupees Ten) each of the Company. The issued, subscribed and paid up share capital of the Company is INR 1,00,000 (Indian Rupees One Lakh), divided into 10,000 (Ten Thousand) Equity Shares of INR 10 (Indian Rupees Ten) each, fully paid up.
- (B) The Company has been incorporated by the Seller, to develop and set-up a solar photovoltaic power project having an aggregate capacity of 100 MW ("Project") pursuant to the letter of award dated February 6, 2024 issued by PFC Consulting Limited ("PFC") bearing reference number 03/PFCCI/RE Bundling/23-24/002.
- (C) As of the Execution Date, the Parties have also entered into a share purchase agreement ("SPA") pursuant to which the Purchaser has agreed to acquire from the Seller and the Seller has agreed to sell to the Purchaser, certain Shares in the Company which constitute 49% (forty nine per cent) of the Share Capital of the Company, in the manner as and in accordance with the terms specified in the SPA.
- (D) The Parties have now entered into this Agreement to record the inter se rights and obligations of the Parties and rights and obligations of the Shareholders in relation to the Company, which shall supersede in entirety, any prior arrangement (written or oral) between any of the Parties relating to the subject matter hereof.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, warranties and indemnities set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:



1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, except where the context otherwise requires: (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; (ii) capitalised terms used but not defined in this Agreement, shall have the meaning as assigned to such terms under the SPA; and (iii) the following words and expressions shall have the following meanings:

"Act" shall mean the Companies Act, 2013 and the rules framed thereunder, as may be amended from time to time.

"Affiliate" shall mean, in relation to any Person: (a) as regards any partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, association, limited or unlimited liability company, corporation, or any other Person (whether incorporated or not, or of whatever type or nature, wherever situated), any such partnership, proprietorship, Hindu undivided family, trust, association, limited or unlimited liability company, corporation, or any other Person which Controls, is Controlled by, or is under the common Control with that Person; and/or (b) includes, as regards a natural person, a Relative of such Person.

"Agreement" shall mean this shareholders agreement and all annexures, schedules, exhibits and instruments, if any, supplemental to or amending, modifying or confirming this agreement from time to time.

"Applicable Law" shall mean any statute, law, regulation, ordinance, circular, rule, decree, notification, rule of common law, order, bye-law, Consent, directive, judgment, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the Execution Date or thereafter.

"Board" shall mean the board of directors of the Company.

"Business Day" shall mean a day on which scheduled commercial banks are open for business in and Gurugram, Haryana.

"Call Option" shall have the meaning ascribed to such term in Clause 4.3.1.

"Call Option Notice" shall have the meaning ascribed to such term in Clause 4.3.3.

"Call Option Price" shall have the meaning ascribed to such term in Clause 4.3.5.

"Call Option Trigger Event" shall have the meaning ascribed to such term in Clause 4.3.1.

"Chairperson" shall have the meaning ascribed to such term in Clause 3.3.

"Charter Documents" shall mean the articles of association and the memorandum of association of the Company, as amended from time to time.

"Claim" means any claim, counter claim, notice, demand, dispute, action, and/or proceedings (including any litigation).



"COD" shall have the meaning assigned to such term under the Power Purchase Agreement.

"Confidential Information" shall have the meaning ascribed to such term in Clause 5.3.

"Consents" shall mean all approvals, consents, exemptions, Licenses, permits, clearances, certifications, no-objection certificates, filings, registrations, concessions, ratifications, waivers, notices or other authorizations issued or required from, by or with any Person, including scheduled banks and financial institutions and/or Governmental Authority under or pursuant to the Applicable Law or any Contract, including the Power Purchase Agreement.

"Contract" with respect to a Person, shall mean any agreement, contract, obligation, promise, undertaking, subcontract, lease, understanding, instrument, note, warranty, insurance policy, benefit plan or legally binding commitment or undertaking of any nature (whether written or oral or express or implied) entered into by such Person.

"Control" (including with correlative meaning, the terms "Controlling", "Controlled by" or "under common Control") with respect to any Person, shall have the same meaning as set out in the Act, as may be amended from time to time.

"Conversion Right" shall have the meaning as ascribed to it in Clause 3A.2.

"Cure Period" shall have the meaning as ascribed to it in Clause 11.2.

"Default Notice" shall have the meaning as ascribed to it in Clause 11.1.

"Dispute" shall have the meaning as ascribed to it in Clause 12.2(a).

"Distributable Cash Flows" shall mean all cash flows of the Company after meeting payment obligations in respect of the Project and debt servicing obligations in relation to any funding provided by the Financing Parties.

"Encumbrance" shall mean any encumbrance including without limitation any claim, debt, mortgage, pledge, charge (fixed or floating), hypothecation, lien, deposit by way of security, bill of sale, option or right of pre-emption, right to acquire, right of first refusal, right of first offer or similar right, assignment by way of security or trust arrangement for the purpose of providing security or other security interest of any kind (including any retention arrangement), any fetter on the right of the Seller (along with its nominees) to transfer the full title of the Sale Shares, beneficial ownership (including usufruct and similar entitlements), public right, common right, easement, any provisional or executorial attachment and any other direct interest held by any third party, or other encumbrance of any kind, or a Contract to give or refrain from giving any of the foregoing, including any restriction imposed under the Applicable Laws or Contract, and the term "Encumber" shall be construed accordingly.

"Effective Date" shall have the meaning as ascribed to it in Clause 2.1.

"Equity Closing Trigger" shall mean the earlier of:

- (a) the expiry of the PPA Lock-in Period; and
- (b) grant of approval by PFC/ NTPC Limited to waive the requirement for the Seller to maintain 51% (fifty one per cent) shareholding during the subsistence of the PPA Lock-in Period.

"Equity Shares" shall mean fully paid up equity shares of the Company having a par value of INR 10 (Indian Rupees Ten) each with 1 (one) vote per Equity Share.

"Financing Documents" shall mean all deeds and agreements (including but not limited to loan agreement, security trustee agreement, undertakings and security documents) to be entered into by the Company with the Financing Party(ies) in respect of the financial assistance extended to the Company or its Affiliates by such relevant Financing Party.

"Financing Parties" shall mean any banks or financial institutions or any other Person who has extended financial assistance to the Company or its Affiliates.

"First Closing Date" shall have the meaning ascribed to the term "Closing Date" under the SPA.

"Fully Diluted Basis" shall mean that the calculation should be made assuming that all outstanding options, warrants and other Securities convertible into or exercisable for Equity Shares (whether or not by their term then currently convertible, exercisable), have been so converted or exercised.

"Governmental Authority" shall mean (A) central, state, city, municipal or local government, governmental authority or political subdivision thereof having or purporting to have jurisdiction; or (B) any agency or instrumentality of any of the authorities referred to in (A) above; or (C) any regulatory or administrative authority, body or other organization having or purporting to have jurisdiction, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of Applicable Law; or (D) any court or tribunal having jurisdiction over the Parties, or (E) NTPC Limited under the PPA.

"Licenses" shall mean all consents, approvals, licenses, orders, clearances, authorizations, registrations, qualifications or declarations.

"Person" shall mean any person (including a natural person), trust, Hindu undivided family, firm, trade union, corporation, Governmental Authority, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.

"Power Purchase Agreement" and/or **"PPA"** means the power purchase agreement to be entered into by the Company with NTPC Limited in respect of the Project.

"PPA Lock-in Period" shall mean the lock-in period as specified under the PPA.

"Project" shall have the meaning ascribed to it in Recital B of this Agreement.

"Project Funding Costs" shall have the meaning as ascribed to it in Clause 3A.1.

"Purchaser Default Intimation" shall have the meaning as ascribed to it in Clause 10.2.

"Purchaser Default Cure Period" shall have the meaning as ascribed to it in Clause 10.2.

"Purchaser Identified Default" shall have the meaning as ascribed to it in Clause 10.2.

"Purchaser Nominee Directors" shall have the meaning as ascribed to it in Clause 5.2.

"Put Option" shall have the meaning as ascribed to it in Clause 4.4.1.



"Put Option Trigger Event" shall have the meaning as ascribed to it in Clause 4.4.1.

"Put Option Notice" shall have the meaning as ascribed to it in Clause 4.4.2.

"Put Option Price" shall have the meaning as ascribed to it in Clause 4.4.2.

"Relative" shall have the meaning provided for such term in Section 2(77) of the Act.

"Reserved Matters" shall have the meaning as ascribed to it in Clause 3.6(a).

"Sale Shares" shall mean collectively Sale Shares I and Sale Shares II.

"Sale Shares I" means 4,900 (four thousand nine hundred) Equity Shares of the Company representing 49% (forty nine per cent) of the Share Capital of the Company.

"Sale Shares II" means 5,100 (five thousand one hundred) Equity Shares of the Company representing 51% (fifty one per cent) of the Share Capital of the Company and any other Securities held by the Seller in the Company on the Second Closing Date or the date of the Call Option Notice, whichever is earlier.

"Second Closing" shall mean completion of all actions contemplated under Clause 4.3 or Clause 4.4 of this Agreement for the sale and Transfer of all of the Sale Shares II by the Seller to the Purchaser, whether pursuant to exercise of a Call Option or Put Option (as the case may be) in accordance with the terms contemplated under this Agreement.

"Second Closing Date" shall mean the date of consummation of Second Closing.

"Securities" shall mean the Equity Shares, compulsorily convertible debentures and such other securities/instruments as may be issued by the Company including without limitation debentures, bonds, loans, warrants, options, depository receipts, debt securities, loan stock, notes, convertible instruments, securities or certificates.

"Seller Event of Default" means a breach by the Seller of the terms of this Agreement or any Transaction Document or occurrence of a Seller Insolvency Event.

"Seller Insolvency Event" in relation to the Seller, means any of the following:

- (a) it is unable to or admits inability to pay its debts as they fall due;
- (b) it suspends, making payments on any of its debts or, by reason of actual or anticipated financial difficulties, starts negotiations with one or more of its financial creditors with a view to rescheduling any of its indebtedness (other than a solvent reorganization or solvent rescheduling / restructuring of its debt);
- (c) if a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution for, to petition for or to file documents with a court or any registrar for, its corporate insolvency resolution process, liquidation, winding-up, administration or dissolution or if any such resolution is passed;
- (d) a moratorium is declared under law in respect of any of its indebtedness (if a moratorium occurs, the ending of the moratorium shall not remedy any Seller Insolvency Event caused by that moratorium);
- (e) any corporate action, legal proceedings or other procedure or step is taken in relation to any of the Seller, its directors or by its financial creditors, in relation to:

- (i) the suspension of payments, a moratorium in respect of any indebtedness, winding-up, dissolution, administration (whether out of court or otherwise) or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
- (ii) any arrangement by the Seller with its financial creditors of a re-organisation or a rescheduling / restricting of its debt;
- (iii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Person or any of its assets (in each case whether out of court or otherwise); or
- (iv) enforcement of any security over all or a substantial portion of assets of the Seller by a financial creditor attaching or taking possession of, or distress, execution, sequestration or other process being levied or enforced upon or sued against, all or substantially all of those assets.

"Share Capital" shall mean the fully paid up share capital of the Company.

"Shareholder(s)" means a duly registered holder of the Equity Shares of the Company, from time to time.

"Shareholder Quorum" shall have the meaning as ascribed to it in Clause 3.8.

"SPA" shall have the meaning as ascribed to it in Recital C.

"Specified Instruments" shall have the meaning as ascribed to it in Clause 3A.1.

"Specified Instruments Subscription Amount" shall have the meaning as ascribed to it in Clause 3A.1.

"Tax" or "Taxation" shall mean all forms of direct and indirect taxation and all related penalties and interest applicable in the Republic of India.

"Taxation Authority" or "Tax Authority" shall mean any Governmental Authority competent to impose Taxation in the Republic of India.

"Terms of the Specified Instruments" shall have the meaning as ascribed to it in Clause 3A.1.

"Tranche" shall have the meaning as ascribed to it in Clause 3A.1.

"Tranche II Purchase Consideration" shall mean INR 51,000 (Indian Rupees Fifty One Thousand).

"Transaction Document" shall mean collectively, this Agreement and the SPA entered into between the Parties.

"Transfer" shall mean to directly or indirectly sell, transfer, dispose of, assign, Encumber, place in trust (voting or otherwise), exchange, gift or transfer by operation of Applicable Laws or in any other way whether voluntarily or not.

1.2 Interpretation

- (a) In this Agreement, unless the context requires otherwise:

- (i) reference to an individual who is a shareholder includes his executors, administrators and personal representatives. In the event of transmission of the Equity Shares of an individual who is a shareholder, the Person to whom such Equity Shares are transmitted shall also be deemed to be bound by the terms and conditions of this Agreement;
- (ii) any reference to "writing" or "written" means any method of reproducing words in a legible and non-transitory form (excluding, unless otherwise stated herein, e-mail);
- (iii) references to "include" or "including" are to be construed without limitation;
- (iv) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- (v) references to a Party's representatives shall be to its duly authorized officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (vi) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings;
- (vii) the table of contents, headings, subheadings, titles, subtitles to clauses, sub-clauses, sections and paragraphs are inserted for convenience and information only and do not affect the construction or interpretation of this Agreement;
- (viii) the terms "hercof", "herein", "herchy", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
- (ix) unless the context otherwise requires, words in the singular include the plural and *vice versa* and a reference to any gender includes all other genders;
- (x) references to Clauses, Paragraphs and Schedules are to clauses and paragraphs of, and schedules to, this Agreement. The Schedules form part of this Agreement;
- (xi) reference to any legislation or law or to any provision thereof shall include references to any such law and any amendments, supplements, re-enactments or modifications thereto made from time to time, and any reference to the statutory provision shall include any subordinate legislation made from time to time under that provision;
- (xii) reference to any contract or agreement or to any provision thereof shall include references to any such contract or agreement and any amendments, supplements, re-enactments or modifications thereto made from time to time;
- (xiii) any payments to be made by a Party pursuant to the provisions of this Agreement to any other Party must be in immediately available cleared funds;



- (xiv) any approval and/or consent to be granted by a Party under this Agreement shall be deemed to mean an approval and/or consent in writing;
 - (xv) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence. In relation to payment obligations of the Parties, whenever payment is to be made or any action is to be taken under this Agreement on a day other than a Business Day, such payment shall be made or action shall be taken on the Business Day immediately succeeding such Business Day;
 - (xvi) any reference to a day, month or year is relevant to a day, month or year in accordance with the Gregorian calendar, unless otherwise specified in this Agreement;
 - (xvii) in the absence of a definition being provided for a term, word or phrase used in this Agreement, no meaning shall be assigned to such term, word or phrase which derogates or detracts from, the intent of this Agreement and the intent of the Parties, in any manner; and
 - (xviii) the words "directly or indirectly" mean directly, or indirectly through one or more intermediary Persons, or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.
- (b) No provision of this Agreement shall be interpreted in favour of or against any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof.

2. EFFECTIVE DATE

2.1 This Agreement shall come into effect on and from the First Closing Date ("Effective Date") and shall remain in force until terminated in accordance with the provisions of Clause 10, save and except Clauses 1 (*Definitions and Interpretation*), 2 (*Effective Date*), 4.1 (*Lock-in*), 5 (*Confidentiality*), 6 (*Notices*), 7 (*Representations and Warranties*), 9 (*Assignment*), 10 (*Termination*), 12 (*Governing Law and Dispute Resolution*), and 13 (*Miscellaneous*), which shall come into effect on the Execution Date.

2.2 The capital structure of the Company as of the Execution Date is as set out in **Part A of Schedule 1**.

2.3 The capital structure of the Company as of the First Closing Date is as set out in **Part B of Schedule 1**.

2.4 The capital structure of the Company as of the Second Closing Date is as set out in **Part C of Schedule 1**.

3. MANAGEMENT OF THE COMPANY

3.1 Powers of the Board

The Board shall be responsible for the management, supervision, direction and control of the Company. The Board shall present only such matters to the Shareholders for their consideration as are required to be so presented under the Act.



3.2 Composition

- (a) On and from the First Closing Date, the Purchaser shall have the right to nominate all of the directors on the Board ("**Purchaser Nominee Directors**").
- (b) In the event the Company is required under the Applicable Law to appoint independent director(s), the Board composition shall be modified for appointment of such independent director(s) who shall be identified by the Board basis recommendation(s) from the Purchaser. Such independent directors shall be appointed on the Board in accordance with the Applicable Laws. *Provided that, on and from the First Closing Date, the Purchaser's Nominee Directors shall, at all times, constitute the majority of the Board and if required, the size of the Board shall be increased to give effect to this provision.*
- (c) The directors shall not be required to hold any qualification shares.
- (d) The right to nominate a director for appointment conferred on a Shareholder under this Clause 3.2 shall include the right of that Shareholder to remove at any time from office such person nominated by that Shareholder as a director and the right of that Shareholder at any time and from time to time to determine the period during which such person shall hold the office of director.
- (e) The Seller agrees and undertakes to vote its respective Securities and take all such other actions as necessary to cause the director(s) nominated by the Purchaser in accordance with this Clause 3.2 to be appointed to the Board.
- (f) A director may only be removed by the Shareholder who appointed him or her under Clause 3.2 and no Shareholder may exercise any vote or other power to remove a director nominated by another Shareholder, other than where a director is, or becomes, ineligible to be director under any Applicable Law.

3.3 Chairperson

On and from the First Closing Date, the chairperson of the Board shall be elected from amongst any of the Purchaser's Nominee Directors ("**Chairperson**").

3.4 Quorum for Board Meetings

- (a) Subject to Applicable Laws, the quorum for a meeting of the directors is the presence of at least 2 (two) directors.
- (b) For the purposes of determining whether a quorum is present, an alternate director or a director represented by proxy who is present at the meeting is to be counted as a director for each director on whose behalf the alternate or proxyholder is attending the meeting.
- (c) If a quorum is not present at a Board meeting within 30 (thirty) minutes of the time appointed for the start of the meeting, the meeting will be adjourned to the same time and place on the same day in the following week. The quorum for any adjourned meeting shall be at least 2 (two) directors, of which one must be a Purchaser's Nominee Director.



3.5 Voting Rights and Board Decisions

- (a) Each director is entitled to 1 (one) vote on a Board resolution. In the event that an equal number of votes is cast for and against any Board resolution, then the Chairperson of the Board shall have a casting vote.
- (b) Subject to Clause 3.6 and Applicable Laws, all resolutions at a Board meeting (whether taken at a Board meeting or by way of circular resolution) must be decided by a majority of votes cast by the directors present in the meeting.
- (c) Subject to Clause 3.6 and Applicable Laws, the directors may pass a resolution capable of being passed by circulation under the Act, without a meeting of the directors being held, in accordance with the Act. Any resolution of the Board passed by circulation in accordance with this Clause 3.5 shall be valid and effectual as if it had been a decision taken at a Board meeting.
- (d) Subject to compliance with the Applicable Law, the directors shall be entitled to participate in meetings of the Board by video conferencing or other audio-visual means as may be permissible in accordance with the Act. The Company shall ensure that such director is able to attend the meeting of the Board through video conferencing (or any other permissible means of contemporaneous communication) in the manner permitted under the Applicable Laws.

3.6 Reserved Matters

- (a) No action shall be taken by the Company (including the Board, its committees, Shareholders of the Company), and the Company undertakes that it shall not take any action (including pursuant to a resolution of the Board, its committees or the Shareholders), whether directly or indirectly, in respect of any of the matters set out in Schedule 2 ("Reserved Matters") without the prior written approval of any one of the Purchaser's Nominee Directors and/or the Purchaser.
- (b) The approval required by this Clause 3.6 is in addition to any resolution required for this purpose under any Applicable Law.
- (c) Nothing contained herein shall be construed in any manner whatsoever as implying an approval on any Reserved Matter, unless specifically stated as such, in writing. Mere inaction or a delay in exercise of approval right by the Purchaser or the Purchaser's Nominee Director shall not be construed as approval in favour of such Reserved Matter, and the same shall at all times (unless an express contrary intention is stated by the Purchaser in writing) be construed as a denial of such Reserved Matter.

3.7 [DELETED]

3.8 Quorum for General Meetings

The quorum for any meeting of the Shareholders shall be in accordance with the Act, provided that at least 1 (one) duly authorized representative of the Purchaser at the beginning of the meeting and throughout the duration of such meeting, shall be present for the quorum to be met ("Shareholder Quorum").

3.9 Voting and Decision-Making Powers at General Meetings

- (a) Each Equity Share shall have one vote and there shall be no disproportionate voting rights in respect of the Equity Shares. On and from the First Closing Date, no resolution shall be passed in any meeting of Shareholders without the affirmative vote of at least 1 (one) duly authorised representative of the Purchaser.
- (b) The Seller shall not grant any proxy or enter into or agree to be bound by any shareholder agreement or similar arrangements of any kind (including any arrangement or agreement with respect to the acquisition, disposition or voting of any Equity Shares) with any Person (including any Person that becomes a shareholder hereafter) without the prior consent in writing of the Purchaser.
- (c) The Parties agree that each resolution proposed to be presented for approval of the Shareholders at a general meeting shall be approved by the Board prior to presentation of such resolution for Shareholders' approval.

3.10 Board Committees

On and from the First Closing Date, and from time to time, the Board may delegate to committees of the Board, such powers and functions as may be determined by the Board (in accordance with the provisions of the Act). The Board shall be responsible for formulating committees of the Board in accordance with the Act.

On and from the First Closing Date, any committee of the Board shall necessarily need to comprise of the Purchaser Nonexec Directors, attending as members. Unless agreed in writing by the Parties or otherwise required under the Act, all provisions of this Agreement relating to the Board, and its meetings shall, so far as may be relevant, be applicable to the committees of the Board and its meetings.

3.11 Future Funding Obligations

- (a) The funding requirements of the Company shall be met through issuance of equity, preference shares, convertible instruments, debentures or loans or such other instrument as may be required by any Financing Parties or as the Board may deem fit in its sole discretion. Notwithstanding anything contained in this Agreement, the Parties hereby agree and acknowledge that the Seller shall not be obligated to provide any financial funding (in any manner whatsoever, including without limitation by way of providing any undertaking etc) to the Company, other than creation of Encumbrance on any Securities held by it in the Company in favour of any Financing Parties, on customary terms.
- (b) Each of the Shareholders acknowledges that the Company should be adequately funded to bear the day to day operational expenses of the Company.
- (c) Additional funding requirements of the Company shall be met in the following manner:
 - (i) In the first instance, the Company may avail of external financing from the Financing Parties on the basis of the terms and conditions as may be approved by the Board.
 - (ii) The Purchaser agrees and undertakes that the Purchaser shall fulfil the additional funding requirements of the Company by way of subscription to

the Specified Instruments in accordance with Clause 3A below and in accordance with the PPA.

- (iii) The Shareholders and the Board, in accordance with the powers available to them, shall authorize the Company to borrow funds, create security over its assets or obtain credit facilities in terms of the Act and/or Applicable Laws, as may be necessary to implement and operate the Project. The Purchaser shall, in the first instance, pledge the Securities held by it (including the Specified Instruments, if any) as collateral to secure any financing that may be obtained by the Company pursuant to this Clause 3.11(c) (*Future Funding Obligations*);
- (iv) In the event any additional Securities (other than the Securities pledged by the Purchaser) are required by the lenders to be pledged as collateral, the Seller shall create a pledge over such additional Securities. Subject to Clause 3.11(g), each Party hereby agrees and undertakes to use all endeavours (including executing any document or performing any act) with respect to meeting the future funding obligations contemplated under this Clause 3.11 (c) (*Future Funding Obligations*) including such cooperation with the Financing Parties as may be required for meeting the future funding obligations under this Clause.

3.12 Related Party Transactions

Each of the Shareholders acknowledge that the Purchaser shall have the overall responsibility for the implementation of the Project and, for this purpose, may enter into transactions with group entities of the Purchaser. The Shareholders agree and confirm that they shall take all steps as the shareholders of the Company and through the respective directors nominated by them to give effect to the transactions contemplated under such contracts and transactions, which the Shareholders acknowledge are in the best interest of the Company.

3.13 Obligations of the Purchaser

- (a) On and from the First Closing Date, the Purchaser (through the Company) shall be solely responsible for the overall development, implementation and commissioning of the Project which shall inter alia include the following:
 - (i) acquisition of the land for the development of the Project;
 - (ii) execution of Project related agreements, including the Power Purchase Agreement and the transmission agreement and compliance with the terms thereof;
 - (iii) paying the relevant fees, providing relevant bank guarantees and other obligations as set out and in accordance with the bid documents (in respect of the Project) and take all actions (including without limitation, making connectivity application, registration with the relevant Government Authority), which are required to be done as per the bid documents and/or PPA;
 - (iv) achieving financial closure in relation to the Project;
 - (v) achieving COD for the Project and operation and maintenance of the Project.

- (b) The Seller shall provide all necessary support and cooperation to the Purchaser, including but not limited to, to approve and pass such resolutions which may be required for the Purchaser to fulfilling its aforesaid obligations.

3.14 Distributions and Economic Benefit

- (a) Each of the Shareholders agree and confirm that from the Effective Date all Distributable Cash Flows of the Company shall subject to any requirements under the Financing Documents, be utilized in priority to: (i) any coupon and all other amounts payable in respect of the Specified Instruments; or (ii) to fund Affiliates of the Purchaser through unsecured loans or any other means in accordance with Applicable Law and any loan documents. In the event that there is any surplus Distributable Cash Flows available after utilization as per (i) and (ii) above, the same may be distributed to the Shareholders in the event that the Board recommends such distributions. Such dividend distribution shall be undertaken pursuant to the adoption by the Company of a dividend policy to this effect.
- (b) The Parties hereby agree and confirm that each Party shall have the right to set off any undisputed amounts owed by the other Party to it against any amounts owed by such Party to the other Party in terms of the Transaction Documents, in compliance with Applicable Laws.

3A. ISSUANCE AND ALLOTMENT OF SPECIFIED INSTRUMENTS

- 3A.1 Subject to Clause 3A.3 below and notwithstanding anything to the contrary set-out in this Agreement, the Parties hereby agree and acknowledge that post the Effective Date, the Company shall, as and when there is any requirement for funding of the costs for development and setting up of the Project ("Project Funding Costs"), issue and allot to the Purchaser, and the Purchaser shall subscribe to, in one or more tranches ("Tranche"), optionally convertible debentures and/or compulsorily convertible debentures and/or any other convertible instruments as acceptable to the Financing Parties and the Purchaser ("Specified Instruments") for an amount which is equivalent to the Project Funding Costs contemplated to be met for such corresponding Tranche ("Specified Instruments Subscription Amount"). The terms of issuance of such Specified Instruments shall be mutually agreed between the Company and the Purchaser (in writing) ("Terms of the Specified Instruments"), subject to: (i) such terms (at all times) recording the understanding set-out in Clause 3A.2 below; and (ii) such terms being in compliance with the Financing Documents.
- 3A.2 It is hereby agreed that at any time post the occurrence of an Equity Closing Trigger, the Purchaser shall have the option to convert the Specified Instruments into Equity Shares of the Company, whether partly or fully ("Conversion Right"). The Equity Shares to be issued by the Company pursuant to conversion of the Specified Instruments shall rank *pari-passu* with the existing Equity Shares of the Company with reference to voting rights, dividends, stock splits, bonus and/or rights issuance.
- 3A.3 The obligation of the Purchaser to subscribe to the Specified Instruments and the obligation of the Company to issue and allot the Specified Instruments to the Purchaser shall be conditional upon fulfillment of each of the following conditions:
- (a) The Company having obtained a valuation report from a registered valuer in terms of the Act, in relation to the issue price of the Specified Instruments;
- (b) The Board shall pass necessary resolutions for the Company to issue the Specified Instruments to the Purchaser, and a notice accompanied by an explanatory

statement shall be issued by the Company to its shareholders for convening of an extraordinary general meeting of the shareholders of the Company for approving the issuance of the Specified Instruments; and

- (c) The Company shall file Form MGT-14 for issuance of the Specified Instruments with the jurisdictional Registrar of Companies and the Company shall have issued to the Purchaser, an offer letter in Form PAS-4 in connection with Specified Instruments.

3A.4 On such date as may be mutually agreed between the Company and the Purchaser as the date for allotment of the Specified Instruments, the Purchaser shall remit the Specified Instruments Subscription Amount to the bank account of the Company and shall deliver the duly filled application form (as attached to the offer letter issued to it by the Company) to the Company, and the Company shall undertake all actions (as may be required under Applicable Laws) for the allotment of the Specified Instruments to the Purchaser, free and clear of all encumbrances and together with all rights, privileges, and preferences.

3A.5 Use of Proceeds

The Company agrees and acknowledges that the Specified Instruments Subscription Amount shall be allocated, and utilized by the Company for the purposes of meeting the Project Funding Costs or other general corporate purposes of the Company.

3A.6 The Company will not, by amendment of its Charter Documents, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed by the Company to comply with the Terms of the Specified Instruments, but will at all times in good faith assist in the carrying out of all the provisions of the Terms of the Specified Instruments and in taking all such actions as may be required to protect the Conversion Right of the Purchaser against impairment.

4. TRANSFER PROVISIONS

4.1 Lock-in

The Seller agrees that on and from the Execution Date and up to the Second Closing Date or termination of this Agreement, whichever is earlier, the Seller shall not Transfer and/or create Encumbrances, whether directly or indirectly, over the Sale Shares II or any interest therein to or in favor of any Person (including any Affiliate of Seller) other than to the Purchaser or any of its Affiliates in accordance with the terms of this Agreement or a Financing Party in terms of the Financing Documents.

4.2 [DELETED]

4.3 Purchaser Call Option

4.3.1. On and from the Execution Date, the Parties hereby agree that the Purchaser shall have the right (at its sole option and discretion) and not an obligation to cause and require the Seller to sell and transfer all but not less than all of the Sale Shares II to the Purchaser or its designated nominees ("Call Option"), which is exercisable on the any of the following (each, a "Call Option Trigger Event"):

- (a) occurrence of the Equity Closing Trigger; or
(b) upon termination of the PPA.



- 4.3.2. It is clarified that the Purchaser shall have the right to nominate any of its Affiliates to exercise the Call Option in accordance with this Clause 4.3.
- 4.3.3. On the occurrence of a Call Option Trigger Event, the Purchaser may, within 5 (five) Business Days of the occurrence of such Call Option Trigger Event, elect by written notice (the "Call Option Notice") to require the Seller to sell all, and not less than all, of the Sale Shares II to the Purchaser (or its nominee) which shall be at a price equal to the Tranche II Purchase Consideration ("Call Option Price").
- 4.3.4. The Call Option Notice issued by the Purchaser shall also specify the date for settlement of the purchase of Sale Shares II by the Purchaser, which date shall be a Business Day and shall be no later than expiry of 15 (fifteen) Business Days from the date of issuance of the Call Option Notice.
- 4.3.5. The Seller shall be obligated to sell all the Sale Shares II at the Call Option Price to the Purchaser (or other Person nominated by it, if applicable), without any further act or deed to be done on part of the Purchaser (or other Person), and all such Sale Shares II shall be transferred free and clear of all encumbrances, except for encumbrances in favour of Project lenders and the Purchaser, which shall be released prior to such Transfer to facilitate such Transfer and sale of the Sale Shares II. Each Party further agrees that it shall take all steps required or necessary, without any challenge, dispute or delay, to give effect to the intent of the Parties as set forth in this Clause 4.
- 4.3.6. The Seller shall create a pledge over the Sale Shares II in favour of the Purchaser to secure its obligations to transfer the Sale Shares II pursuant to exercise of the Call Option by the Purchaser.
- 4.3.7. On the date specified by the Purchaser in the Call Option Notice as the date for settlement of the purchase of Sale Shares II by the Purchaser in accordance with Clause 4.3.4 above, the Seller shall sell and Transfer the Sale Shares II to the Purchaser (or its designated nominee) in accordance with the Applicable Laws, along with all rights and benefits attaching thereto. Stamp duty for the transfer of the Sale Shares II shall be borne by the Purchaser.

4.4 Seller Put Option

- 4.4.1. The Parties hereby agree that the Seller shall have the right (at its sole option and discretion) to cause the Purchaser to purchase all but not less than all of the Sale Shares II from the Seller ("Put Option"), which is exercisable on the any of the following ("Put Option Trigger Event"):
- (a) upon occurrence of the Equity Closing Trigger, or
 - (b) upon termination of the PPA.
- 4.4.2. On the occurrence of a Put Option Trigger Event, the Seller may, within 5 (five) Business Days of the occurrence of such Put Option Trigger Event, elect by written notice (the "Put Option Notice") to require the Purchaser to purchase all, and not less than all, of the Sale Shares II from the Seller (or its nominee) which shall be at a price equal to the Tranche II Purchase Consideration ("Put Option Price").
- 4.4.3. The Put Option Notice issued by the Seller shall also specify the date for settlement of the sale of Sale Shares II by the Seller, which date shall be a Business Day and shall be no later than expiry of 15 (fifteen) Business Days from the date of issuance of the Put Option Notice.

- 4.4.4. All such Sale Shares II shall be transferred free and clear of all Encumbrances, except for Encumbrances in favour of Project lenders and the Purchaser, which shall be released prior to such Transfer to facilitate such Transfer and sale of the Sale Shares II. Each Party further agrees that it shall take all steps required or necessary, without any challenge, dispute or delay, to give effect to the intent of the Parties as set forth in this Clause 4.
- 4.4.5. On the date specified by the Seller in the Put Option Notice as the date for settlement of the sale and Transfer of Sale Shares II by the Seller in accordance with Clause 4.4.3 above, the Purchaser shall pay the Put Option Price to the Seller and the Seller shall sell and Transfer the Sale Shares II to the Purchaser in accordance with the Applicable Laws, along with all rights and benefits attaching thereto. Stamp duty for the transfer of the Sale Shares II shall be borne by the Purchaser.

5. CONFIDENTIALITY

- 5.1 Each Party undertakes that it shall not reveal, and shall cause its respective directors, officers, employees, agents, advisors or representatives not to reveal, to any third party any Confidential Information acquired by it or them from or on behalf of the Company or any other Party or in connection with this Agreement or any other ancillary agreement or transactions contemplated therein, in each case concerning the organization, business, finance, transactions or affairs of the Company, or any other Party without the prior consent of the Company, or the concerned Parties as the case may be. The term "**Confidential Information**" as used in this Agreement shall mean:
- (a) the existence of this Agreement and the other Transaction Documents and the terms and status hereof (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the Execution Date);
 - (b) any information concerning the organization, business, intellectual property, know-how, finance, transactions or affairs of any Party to this Agreement (whether written, oral or in any other form and whether such information is furnished before, on or after the date hereof);
 - (c) any information whatsoever concerning or relating to: (i) any dispute or Claim arising out of or in connection with this Agreement, or (ii) the resolution of such Claim or dispute;
 - (d) any information or materials prepared by or for a Party or its directors, officers, employees, agents, advisors or representatives that contain or otherwise reflect, or are generated from, Confidential Information; and
 - (e) information and materials prepared by the Parties or their respective directors, officers, employees, agents, advisors or representatives that contain or otherwise reflect, or are generated from, the Confidential Information.
- 5.2 A Party may disclose, or permit the disclosure of, information which would otherwise be Confidential Information, if and to the extent that it:
- (a) is disclosed to the Affiliates of that Party or a shareholder, prospective investor, lender, prospective lender, director, officer, employee, agent, advisor, auditor or representative of that Party or its Affiliates, provided that such Persons have been informed that such information is confidential and are bound by the confidentiality obligations set out in this Clause 5; or

- (b) is required by Applicable Law or Governmental Authority or Taxation Authority to which a Party is subject or pursuant to any order of any Governmental Authority or Taxation Authority; or
- (c) if such disclosure is required by Applicable Laws or pursuant to requirements of any stock exchange (including as part of any prospectus), where the shares of such Party are contemplated to be listed; or
- (d) is required for the purpose of obtaining any Consents required under this Agreement; or
- (e) comes into the public domain other than as a result of a breach by such Party of this Clause 5 or a breach by any other Person of a duty of confidentiality owed to by such Person to any Party to this Agreement,

provided that, to the extent reasonably practicable and legally permissible, prior written notice of any Confidential Information to be disclosed pursuant to Clause 5.2(b) and 5.2(c) shall be given to the other Parties and their reasonable comments taken into account.

- 5.3** Except as required by Applicable Laws, the Parties, their representatives or advisors (or any of their respective Affiliates) shall not make any public announcement or issue any press release with respect to the transactions contemplated under the Agreement, without the prior written consent of the other Parties. Provided that, in the event any disclosure or announcement is required to be made in accordance with Applicable Laws by any Party, such Party shall prior to making such announcement, provide the other Parties with a draft communication proposed to be released pursuant thereto.
- 5.4** Notwithstanding the above, the Parties agree that nothing in this Clause 5 shall apply to the Purchaser's right to disclose the total capacity of the Projects and/or the location of the Projects (on a no name basis), at any time after the Execution Date.
- 5.5** The Seller undertakes that on the First Closing Date, the Seller shall, and shall procure that the Seller nominee director(s) resigning from the Board and its Affiliates shall return to the Company, as applicable all Confidential Information relating to the business, the Company, which such Seller nominee director(s) and its Affiliates are not obligated under Applicable Laws to retain upon cessation of such status with respect to the Company (unless such information is available in public domain other than by breach of the confidentiality obligations of the Seller or any other Person who had access to such information), except to the extent any information is required to be retained pursuant to a mandatory requirement under Applicable Law or to the extent that such information is automatically retained as part of a computer back-up, recovery or similar archival or disaster recovery system or form provided, that, such copies are not intentionally accessed except where required or requested by Applicable Law.
- 5.6** Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of this Clause 5 and that the remedies of injunction, specific performance and other equitable remedies are appropriate for any threatened or actual breach of such Clauses.
- 5.7** The confidentiality restrictions in this Clause 5 shall continue to apply notwithstanding the termination of this Agreement.




6. NOTICES

6.1 Any notice or other communication to be given under or in connection with this Agreement shall be in the English language in writing and signed by or on behalf of the Party giving it. A notice may be delivered personally or sent by pre-paid recorded delivery or international courier to the address provided in this Clause 6, and marked for the attention of the Person specified in that Clause.

6.2 A notice shall be deemed to have been received:

- (a) at the time of delivery if delivered personally;
- (b) at the time of transmission if sent by e-mail; or
- (c) 5 (five) Business Days after the time and date of posting if sent by pre-paid recorded delivery or international courier,

provided that if receipt of any notice occurs after 6.00 p.m. or is not on a Business Day, deemed receipt of the notice shall be 9.00 a.m. on the next Business Day. References to time in this Clause 6 are to local time in the country of the addressee.

6.3 The addresses and facsimile numbers for service of notice are:

Company

Address : Plot No. 152, Sector 44, Gurugram 122002, Haryana

For the attention of : Director

E-mail address : cs.acme@acme.in

Seller

Address : Plot No. 152, Sector 44, Gurugram 122002, Haryana

For the attention of : Director

E-mail address : info@acme.in

Purchaser

Address : Plot No. 152, Sector 44, Gurugram 122002, Haryana

For the attention of : Director / Company Secretary

E-mail address : cs.acme@acme.in

6.4 A Party shall notify the other Parties of any change to its details in this Clause 6 in accordance with the provisions of this Clause 6, provided that such notification shall only be effective on the later of the date specified in the notification and 5 (five) Business Days after deemed receipt.



7. REPRESENTATIONS AND WARRANTIES.

7.1 Each Party represents and warrants to the other Parties that such Party is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation or organization.

7.2 Each Party represents and warrants to the other Parties that:

- (a) it has legal right, power, capacity and authority to enter into, and perform its obligations under this Agreement, has taken all actions required by Applicable Laws and its constitutional documents for the execution and delivery of this Agreement, and has duly and validly executed and delivered this Agreement;
- (b) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party, in accordance with its terms;
- (c) the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions hereunder will not:
 - (i) violate any provision of the constitutional documents of such Party;
 - (ii) save as specifically contemplated in this Agreement, require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any Governmental Authority or any other Person pursuant to any material instrument, contract or other agreement to which it is a party or by which such Party is bound;
 - (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any material instrument, contract or other agreement to which it is a party or by which such Party is bound; or
 - (iv) violate any order, judgment or decree against, or binding upon such Party or upon its securities, properties or businesses.

7.3 [DELETED]

7.4 No Distributable Cash Flows have accrued to the account of the Seller.

8. INFORMATION RIGHTS AND FURTHER ASSURANCES

8.1 On and from the First Closing Date, the Company shall promptly: (i) notify each Shareholder of, and share all details relating to any notice of default or termination notice received from any lender to the Company or under the Power Purchase Agreement; and (ii) deliver to each Shareholder, such other information relating to the Company, as may be reasonably be requested by such Shareholder.

8.2 Each of the Parties shall co-operate with the others and at their own cost, execute and deliver to the others such instruments and documents and take such other actions as may be reasonably requested or required from time to time in order to carry out, give effect to and confirm their rights and the intended purpose of this Agreement and to cause the fulfilment at the earliest practicable date of all of the conditions of their respective obligations to consummate the transactions contemplated by this Agreement, provided that no such document or agreement shall be inconsistent with the intent of this Agreement.

9. ASSIGNMENT

The Seller or the Company shall not assign, Transfer, charge, declare a trust of or otherwise dispose of all or any part of their rights and benefits or obligations under this Agreement, without the prior written consent of the Purchaser. Subject to Clause 4.1, the Purchaser may assign its rights or obligations under this Agreement without the prior written consent of the Seller.

10. TERMINATION

10.1 This Agreement shall terminate in respect of a Party when it ceases to be a Shareholder of the Company and shall terminate in entirety on and from the consummation of the Second Closing.

10.2 In the event that the Purchaser fails to comply with Clause 3.13 (a) (iii) and / or 3.13 (a) (iv) of this Agreement ("**Purchaser Identified Default**"), then the Seller shall issue a written notice to the Purchaser informing of such failure ("**Purchaser Default Intimation**"). The Purchaser shall be entitled to cure the Purchaser Identified Default within 30 (thirty) Business Days or any other date as may be mutually agreed between the Parties, from the date of receipt of the Purchaser Default Intimation ("**Purchaser Default Cure Period**"). In case the Purchaser fails to cure the Purchaser Identified Default within the Purchaser Default Cure Period, then the Seller have the right to terminate this Agreement by way of issuing a written notice to the Purchaser.

10.3 Except as provided in Clause 10.1, the Agreement shall continue in full force and effect until terminated in writing by the Parties by mutual consent.

10.4 Survival

Clause 1 (*Definitions and Interpretations*), Clause 5 (*Confidentiality*), Clause 6 (*Notices*), Clause 12 (*Governing Law and Dispute Resolution*), Clause 10.4 (*Survival*) and Clause 13 (*Miscellaneous Provisions*) shall survive the termination of this Agreement.

11. EVENTS OF DEFAULT

11.1 Upon the occurrence of a Seller Event of Default, the Purchaser may serve a written notice (a "**Default Notice**") on the Seller as soon, as may be reasonably practicable from the date of the Purchaser becoming aware of such Seller Event of Default.

11.2 Upon receipt of the Default Notice, the Seller shall use its best efforts to cure such breach within 10 (ten) Business Days (the "**Cure Period**"), provided that no such Cure Period shall be available to the Seller for breach of obligations set out in Clause 4 (*Transfer Provisions*).

11.3 Upon occurrence of a Seller Event of Default, the Seller shall cease to have any contractually granted rights in the Company (including any rights to nominate directors to the Board) under this Agreement.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Governing Law

This Agreement is governed by, and construed in accordance with the laws of India. Subject to Clause 12.2, the courts at Gurugram, Haryana shall have exclusive jurisdiction with respect to matters arising out of this Agreement.

12.2 Arbitration

- (a) Any and all disputes or differences between the Parties herein arising out of or in connection with this Agreement or its performance, including the breach, termination or invalidity thereof and any non-contractual obligations arising out of or in connection with this Agreement ("Dispute"), shall, as far as it is practicable, be settled amicably through good faith consultation between the Parties.
- (b) If within 30 (thirty) days of a Party referring a Dispute for consultation as per Clause 12.2(a), the Parties have failed to reach an amicable settlement, then such Dispute shall be submitted to final and binding arbitration as per Clause 12.2(b), at the request of any of the Parties upon written notice to that effect to the other Parties. Each Party shall appoint 1 (one) arbitrator, and 2 (two) arbitrators so appointed shall nominate the third arbitrator who shall be the presiding arbitrator for the panel.
- (c) A Dispute shall be referred to the above-mentioned panel of arbitrators and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of the arbitration shall be Gurugram, Haryana. The language of the arbitration shall be English.
- (d) The arbitrators shall have the power to grant any legal or equitable remedy or relief available under law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.
- (e) Each Party shall participate in good faith to reasonably expedite (to the extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- (f) Arbitration awards rendered shall be final and binding and shall not be subject to any form of appeal, except as permitted under Applicable Law. The arbitrators shall state reasons for their findings in writing.

13. MISCELLANEOUS PROVISIONS

13.1 Costs

Except as otherwise expressly provided in this Agreement:

- (a) each Party shall pay the costs and expenses incurred by it in connection with the drafting, negotiation and finalization of this Agreement; and
- (b) the stamp duty with respect to this Agreement shall be paid by both Parties in equal proportion.

13.2 Partial Invalidity

Each of the provisions of this Agreement is severable. If any provision of this Agreement (or part of a provision) is found by any court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

13.3 Entire Agreement

This Agreement and the Transaction Documents constitute the entire binding agreement between the Parties with respect to the subject matter therein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

13.4 Amendments

No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

13.5 Relationship between the Parties

Each Party hereto is an independent contracting party and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any Party as the agent (except to the extent provided in this Agreement), employee or representative of the other Parties.

13.6 Counterparts

This Agreement may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument. Any signature duly affixed to this Agreement and delivered by electronic mail in portable document format (.pdf) shall be deemed to have the same legal effect as the actual signature of the person signing this Agreement, and any Party receiving delivery of a .pdf copy of the signed Agreement may rely on such as having actually been signed.

13.7 Cumulative Rights

The rights and remedies of the Parties herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that the Parties may otherwise have at law or in equity.

13.8 Language

The language of this Agreement and the transactions envisaged by it is English. All notices, demands, requests, statements, certificates or other documents or communications to be provided in connection with this Agreement and the transactions envisaged by it must be in English or accompanied by a certified English translation. In case of any inconsistency, the English translation shall prevail, unless the document or communication is a statutory or other official document or communication.

13.9 Reservation of Rights

No forbearance, indulgence or relaxation of any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of the same provision and any waiver or acquiescence by any party of any breach of any provision of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights or position other than as expressly stipulated in this Agreement.

13.10 Good Faith

Each of the Parties agree that this Agreement has been entered into in good faith, that each Party shall at all times act in good faith towards each other and shall comply with all its obligations under this Agreement and shall refrain from any act which could damage any lawful rights and interests of the other Party and/ or its Affiliates.

13.11 Time is of the essence

Time is of the essence in the performance of the respective obligations of the Parties. If any time period specified herein is extended, such extended time shall also be of the essence. Notwithstanding anything to the contrary, any time limits specified in any provision of this Agreement, within which any Party is required to perform any obligations or complete any activity, shall be extended by such period as may be required to comply with any requirement of Applicable Laws, provided that, the Party that is required to comply with such Applicable Laws shall act in good faith and use its best efforts to ensure compliance with such Applicable Laws within the minimum time possible.

13.12 Specific Performance

This Agreement shall be specifically enforceable at the instance of the Parties. Each of the Parties hereby agree that the other Parties will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at Applicable Law in respect of such breach will be inadequate and consequently waive the claim or defence that an adequate remedy at Applicable Law is otherwise available. Each of the Parties shall be entitled to seek specific performance against the defaulting Party for performance of any its obligations under this Agreement.

13.13 Conflict

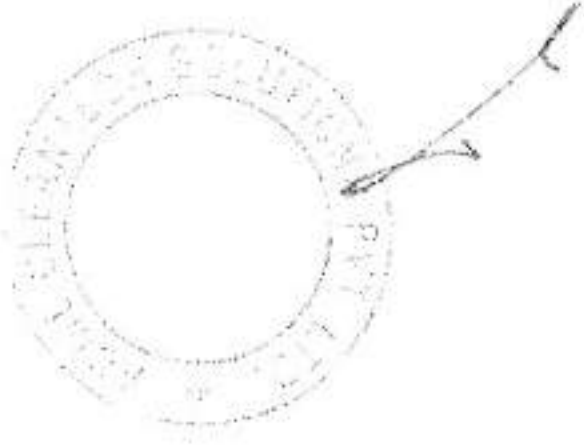
The Company shall, and the Shareholders shall cause the Company to, ensure that the Charter Documents are appropriately amended to reflect the provisions of this Agreement to the extent permitted by the Applicable Laws. In the event of any ambiguity or discrepancy between the provisions of this Agreement and the Charter Documents, with respect to the Shareholders it is intended that the provisions of this Agreement shall prevail and accordingly the Shareholders shall exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further procure, if necessary, any required amendment to the Charter Documents to the extent necessary to permit the Company and its affairs to be regulated as provided in this Agreement.

[The remainder of this page has intentionally been left blank]



IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered, or caused this Agreement to be duly executed and delivered by their respective duly authorized representatives, as of the date first above written

[Intentionally left blank]

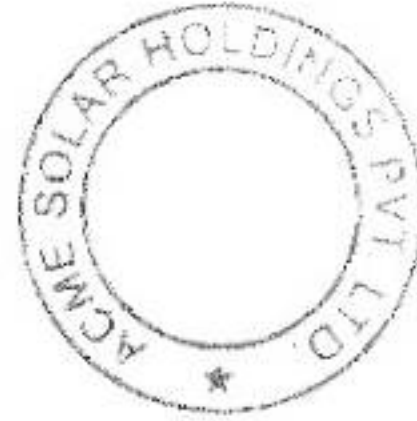


SIGNED AND DELIVERED by **ACME SOLAR HOLDINGS PRIVATE LIMITED** acting through its duly authorized signatory

Name: Rajesh Sodhi

Title: _____

Date of signing: 17 June 2024



SIGNED AND DELIVERED by **ACME
CLEANTECH SOLUTIONS PRIVATE LIMITED**
acting through its duly authorized signatory

Name: _____
Title: _____
Date of signing: _____



SIGNED AND DELIVERED by **ACME SIGMA URJA PRIVATE LIMITED** acting through its duly authorized signatory

Name:  *Pankaj Saxena*

Title: _____

Date of signing: 17/06/2024



SCHEDULE 1

CAPITAL STRUCTURE OF THE COMPANY

PART A

AS ON THE EXECUTION DATE

Sl. No.	Name of the Equity Shareholder	No. of Equity Shares held	% of Shares Held
1.	Acme Cleantech Solutions Private Limited	9,999	99.99%
2.	VRS Infotech Private Limited (as nominee of Acme Cleantech Solutions Private Limited)	1	0.01%
Total		10,000	100%



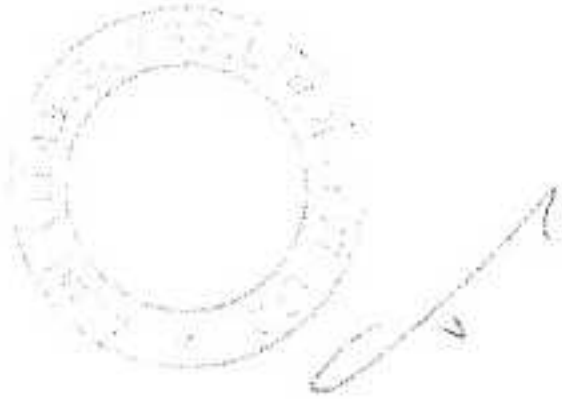
[Handwritten signature]



PART B

AS ON THE FIRST CLOSING DATE

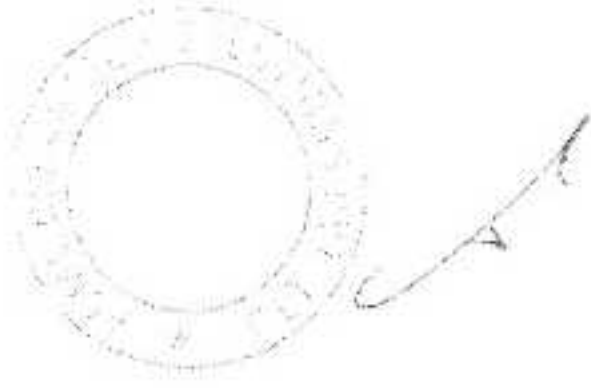
Sl. No.	Name of the Equity Shareholder	No. of Equity Shares held	% of Shares Held
1.	ACME Cleantech Solutions Private Limited	5,100	51%
2.	Acme Solar Holdings Private Limited	4,900	49%
Total		10,000	100%



PART C

AS ON THE SECOND CLOSING DATE

Sl. No.	Name of the Equity Shareholder	No. of Equity Shares held	% of Shares Held
1.	Acme Solar Holdings Private Limited (including nominee shareholder of Acme Solar Holdings Private Limited)	10,000	100%
Total		10,000	100%



SCHEDULE 2

RESERVED MATTERS

Decision or action	
1.	Amend, modify or repeal the Charter Documents.
2.	Vary any rights attached to any class of the Securities.
3.	Issue any Securities, grant any person rights to be issued any Securities or vary or exercise any discretion in relation to the terms of issue of any Securities.
4.	Purchase, redeem or otherwise reorganise its share capital, including by way of reduction of capital, buy-back or redemption of Securities, conversion of Securities from one class to another or consolidation and subdivision of shares.
5.	Declare, determine to pay or distribute any dividend or any distributions other than in respect of the Specified Instruments.
6.	Change its auditors.
7.	Change the company name.
8.	Appoint any administrator, liquidator, provisional liquidator, receiver, receiver and manager or equivalent officer to the Company or take any step to dissolve or wind up the Company.
9.	Sell, Transfer or cease to carry on all or a substantial part of any of the business of the Company whether by way sale of assets or some other arrangement and whether by a single transaction or series of transactions, related or not.
10.	Incorporate any new subsidiary or acquire or dispose of any shares or other Securities in any body corporate, trust or other entity or acquire any material interest in any business.
11.	Amend, relinquish, forfeit, extend, renew, replace or apply for any material Consent.
12.	Cease or make any material alteration to the general nature or scope of the Business.
13.	Commencement of any new business not contemplated in this Agreement (including applications for any Consents required for entry into such new business).
14.	Enter into, vary the terms of, waive any right or claim under, (where the Company is a party) or terminate (where the Company is a terminating party) this Agreement and/or any of the other Transaction Documents.
15.	Enter into, vary the terms of or terminate any joint venture or partnership arrangement.
16.	Make any application or submit any business plan to any person for the purposes of securing additional or substitute finance.
17.	Pay any remuneration, fees or benefits to a Director.
18.	Enter into any agreement with any Shareholder or any of its Affiliates or vary, waive or amend the terms of any agreement with any Shareholder or any of its Affiliates.
19.	Change the financial year end or the accounting policies or practices.
20.	Enter into any capital commitments or incur any expenses including in relation to the setting up and implementation of the Project by the Company ("Project Related Expenses").
21.	Vary any contract with a third party and/or enter into, terminate, novate or amend any contract or replace any counterparty thereunder.

	Decision or action
22.	Grant, or vary the terms of, any power of attorney in respect of any transaction or matter that is material to any business.
23.	Make any claim, disclaimer, surrender, election or consent for Tax purposes which is material to the business of the Company.
24.	Enter into any new borrowing facility or issue any loan note, bond or similar debt instrument or vary the terms of any such facility or instrument.
25.	Repay any indebtedness or redeem any loan note, bond or similar debt instrument before the due date for such repayment or redemption.
26.	Give any guarantee, indemnity or warranty or create any Encumbrance (including over any assets or securities of the Company).
27.	Incur any indebtedness, make any loan or advance.
28.	Engage, vary the terms of engagement of or terminate the engagement of any person who reports directly to the Board.
29.	Establish any superannuation, profit sharing, bonus or incentive scheme for employees or vary the terms of such a scheme.
30.	Commence, initiate or settle (or enter into any arrangement for settlement of) or withdraw any Claims, Proceedings, litigation, arbitration or mediation proceedings.
31.	Engage financial or legal advisers (other than in relation to matters within the normal course of business).
32.	Any reorganisation, merger, demerger, corporate restructuring or amalgamation of the Company with any other body corporate or entity.
33.	Approve the annual financial statements.
34.	Utilising any cash flows of the Company or taking of any new liabilities.
35.	Appoint any employee.
36.	Enter into, amend or terminate any Contract, transaction or arrangement or obligation with any related party.
37.	Undertake any investments by the Company in other entities, create or set up joint ventures, subsidiaries or acquire any company or business or enter into any strategic/financial alliance with a third party.
38.	Change the Company's accounting/ tax policies, or change of internal or statutory auditors.
39.	Acquire any assets (or any interest therein).
40.	Write-off, waiver or settlement of any receivables, loans and advances, investments or inventories or transactions with related parties.
41.	Plan an initial public offering, reverse merger or any induction of strategic or financial partners.
42.	Appointment or removal of the directors of the Company to or from its Board or alter the number of the directors, including by means of appointment of any additional directors, other than as contemplated under the Transaction Documents.
43.	Make any investments by way of deposits, loans or subscription to equity shares, debentures and/ or any other securities.

Decision or action	
44.	Enter into any agreement or take any steps to give effect to any of the foregoing matter.

