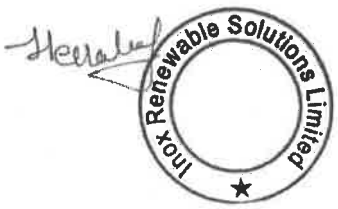
MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

INOX RENEWABLE SOLUTIONS LIMITED



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Central Processing Centre

Plot No. 6,7, 8, Sector 5, IMT Manesar, Manesar, Haryana, India, 122050

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): **U40106GJ2020PLC112187**

I hereby certify that the name of the company has been changed from RESCO GLOBAL WIND SERVICES LIMITED to INOX RENEWABLE SOLUTIONS LIMITED with effect from the date of this certificate and that the company is Company limited by shares.

Company was originally incorporated with the name RESCO GLOBAL WIND SERVICES PRIVATE LIMITED

Given under my hand at ROC, CPC this FOURTH day of DECEMBER TWO THOUSAND TWENTY FOUR

Document certified by DS CPC 1
<VIVEK.MEENA@GOV.IN>
Digitally signed by
DS CPC 1
Date: 2024.12.04 17:50:17 IST

Ibson Shah

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

Central Processing Centre

Note: The corresponding form has been approved by Ibson Shah, Central Processing Centre, and this order has been digitally signed by the Registrar of Companies through a system generated digital signature under rule 9(2) of the Companies (Registration Offices and Fees) Rules, 2014.

Mailing Address as per record available in Registrar of Companies office:

INOX RENEWABLE SOLUTIONS LIMITED

301, ABS Tower Old Padra Road, NA, VADODARA, Vadodara- 390007, Gujarat, India

Note: This certificate of incorporation is in pursuance to change of name by the Company and does not affects the rights and liabilities of stakeholders pursuant to such change of name. It is obligatory on the part of the Company to display the old name for a period of two years along with its new name at all places wherever a Company is required to display its name in terms of Section 12 of the Act. All stakeholders are advised to verify the latest status of the Company and its Directors etc and view public documents of the Company on the website of the Ministry www.mca.gov.in/MCA21

Inox Renewable Solutions Limited

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Processing Centre
Manesar, Plot No. 6,7, 8, Sector 5, IMT Manesar, Gurgaon, Haryana, 122050, India

Certificate of Incorporation Consequent upon conversion to public company

Corporate Identity Number: U40106GJ2020PLC112187

IN THE MATTER OF RESCO GLOBAL WIND SERVICES PRIVATE LIMITED

I hereby certify that RESCO GLOBAL WIND SERVICES PRIVATE LIMITED which was originally incorporated on TWENTY FIRST day of JANUARY TWO THOUSAND TWENTY under Companies Act, 1956 as RESCO GLOBAL WIND SERVICES PRIVATE LIMITED and upon an intimation made for conversion into public company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the ROC, CPC vide SRN AB1350850 dated 19/10/2024 the name of the said company is this day changed to RESCO GLOBAL WIND SERVICES LIMITED

Given under my hand at ROC, CPC this TWENTY THIRD day of OCTOBER TWO THOUSAND TWENTY FOUR

Document certified by DS CPC 1
<VIVEK.MEENA@GOV.IN>
Digitally signed by
DS CPC 1
Date: 2024.10.23 17:15:27 IST

Brijesh Kain
Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies
Central Processing Centre

Note: The corresponding form has been approved by Brijesh Kain, Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies and this letter has been digitally signed by the Registrar through a system generated digital signature under rule 9(2) of the Companies (Registration Offices and Fees) Rules, 2014

Mailing Address as per record available in Registrar of Companies office:

RESCO GLOBAL WIND SERVICES LIMITED

301, ABS Tower Old Padra Road, NA, VADODARA, Vadodara- 390007, Gujarat

Inox Renewable Solutions Limited

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that RESCO GLOBAL WIND SERVICES PRIVATE LIMITED is incorporated on this Twenty first day of January Two thousand twenty under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U40106GJ2020PTC112187.

The Permanent Account Number (PAN) of the company is **AAKCR0349E** *

The Tax Deduction and Collection Account Number (TAN) of the company is **BRDR04342C** *

Given under my hand at Manesar this Twenty first day of January Two thousand twenty .

DS MINISTRY OF CORPORATE AFFAIRS 27

Digital Signature Certificate
Mr MANGAL RAM MEENA
Deputy Registrar Of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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Mailing Address as per record available in Registrar of Companies office:

RESCO GLOBAL WIND SERVICES PRIVATE LIMITED
301, ABS Tower, Old Padra Road,, VADODARA, Vadodara, Gujarat, India,
390007

* as issued by the Income Tax Department

Inox Renewable Solutions Limited

THE COMPANIES ACT, 2013

(PUBLIC COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATION

OF

INOX RENEWABLE SOLUTIONS LIMITED

1. The Name of the Company is Inox Renewable Solutions Limited^.

2. The Registered Office of the Company will be situated in the State of Gujarat.

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

(a) THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To carry on in India or abroad the business of operation and maintenance of wind farms and/ or wind power plants, solar farms and/ or solar power plants, thermal power plants, hydraulic power plants and all other types of power plants like biomass, solid wastes, by-product gases etc. and various components and parts thereof including but not limited to generators, turbines, rotor blades, braking systems, towers, nacelles, control units, solar panels, electrical sub stations, HV line, EHV line, transformers and electrical components etc.; distributing, transferring, preserving, mixing, supplying, consulting, importers, exporters, contractors, subcontractors, buyers, sellers, lessors or lessee, assemblers, hirers, repairers, dealers, distributors, stockist, wholesalers, retailers, jobbers, traders, agents, brokers, representatives, collaborators, merchandising, marketing, managing, maintaining, renting, servicing and dealing in all kind and type, nature and description of conventional/ non-conventional energy systems including wind farm and wind energy and other wind farm sources, equipments and infrastructure and to provide consultancy and management services in respect of any of the above activities.

2*. To carry on in India or abroad the business as engineering and procurement contractors, general engineers, mechanical engineers, civil engineers, general mechanical and civil contractors, to organise, undertake, layout, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model on behalf of clients as well as on its own in connection with any infrastructure development like procurement and development of land, civil construction, electrical, laying of evacuation and transmission facility, erection, installation & commissioning of wind farms and/ or wind power plants, solar farms and/ or solar power plants, thermal power plants, hydraulic power plants and all other types of power plants like biomass, solid wastes, by-product gases etc. and to provide consultancy and management services in respect of the above said activities.

^ *The Shareholders at their 10th Extra Ordinary General Meeting held on 3rd September, 2024 by way of passing Special Resolution approved the conversion of the status of the Company from "Private Company limited by shares" to Public Company limited by shares and change of name of the Company.*

* *Alteration approved by Shareholders at their Extra Ordinary General Meeting held on 17th August 2021 by way of Special Resolution.*

Inox Renewable Solutions Limited

(b) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3(a) ARE:

1. To purchase or otherwise acquire, takeover, make arrangement or undertake, including by way of a slump-sale, outright purchase, merger, demerger, amalgamation or any other manner, on a going concern basis or otherwise, the whole or any part of business, undertaking, properties, rights or assets of any person, firm, association or company, carrying on or proposing to carry on any business which this Company is authorized to carry on or possessed of the property or right or assets suitable to any of the purposes of the Company and/or under existing circumstances from time to time may conveniently or advantageously be combined with the business of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company and to purchase, acquire, sell properties, shares, stocks, debentures or any other securities of any such person, firm, or company and to conduct, make or to carry on into effect any arrangements in this regard including winding up of the business of any such person, firm, association or company.

2. To carry on business as Engineering and Procurement contractors, general engineers, mechanical engineers, process engineers, civil engineers , general mechanical and civil contractors for power plant, sinter plant, wet and dry cooling systems specialist and to enter into contract and joint ventures in relation to and to erect, construct, supervise, maintain, alter, repair, pull down and restore, either alone or jointly with other companies or person, works of all descriptions, including plants of all descriptions, factories, mills, refineries, pipelines, gas marks, electrical works, power plants, water works, water treatment plants and to undertake turnkey projects of every description and to undertake the supervision of any plant or factory and to invest in acquiring interest in companies carrying on the above business.

3. To carry on business of manufacturing, assembling, installing, repairing, covering, buying, selling, exchanging, altering, importing, exporting, hiring, letting on hire, disturbing or dealing in all types of power plants, sinter plants, coke oven plants, wet and dry cooling systems, monitoring equipments, steam trap and strainers , heat exchangers, and other tools, implements, appliances, bolts, nuts, books and engineering goods, ferrous and non ferrous metals and metal products, foundry and factory supplies, industrial articles of all kinds and description for all types of cooling systems applications and industrial vehicles of all kinds and all components parts, accessories, equipments and apparatus for use in connection therewith and furtherance of the same to adopt and to carry into effect, with or without modification all or any the arrangements or agreements made for the purpose of achieving any other company's objectives mentioned hereinbefore.

4. To acquire real or leasehold estate and to purchase, lease or otherwise acquire or provide in any place in which any part of the business of the Company may from time to time be carried on, all such offices, warehouses, workshops, buildings, houses for employees and Directors, Machineries, Engines, Plant and appliances as may be considered requisites for the purpose of carrying on the business of the Company or any part thereof.

Inox Renewable Solutions Limited

5. To form, constitute, float, lend money to assist and control similar association or undertakings whatsoever and to promote, subsidies and assist companies, syndicates and partnerships of all kind in any manner as may be thought fit in connection with any or the above objects of the Company and in furtherance to the same to advance, deposit or lend money, securities, property (not amounting to the business of banking as defined under the banking regulations Act, 1949) to or with such persons, firms or bodies corporate as the Company may think fit and in particular to customers and others, having dealings with the Company, and on such terms as may seem expedient, and to discount, buy and deal in bills, notes, warrants, coupons, and other negotiable or transferable securities or documents and to guarantee the performance of any contract by any such person.

6. In connection with the business of the Company to purchase or otherwise acquire and to sell, exchange, surrender, lease , mortgage, charge, convert, hold, turn to account, dispose off and deal in real and personal property and rights of all kinds and in particular lands, buildings, hereditament, business undertakings, and concerns , debentures, debenture stock, mortgages, produce, concession, options, contracts, patents, annuities, licenses, stocks, shares, securities, bonds, policies, book debts and claims, privileges and chooses in action of all kinds, including any interest in real or personal property and any claim against such property or against any person or company and to carry on business, concern or undertaking so acquired.

7. To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, hundies, bills of exchange, bills of lading, warrants debentures or any other negotiable or transferrable instruments.

8. To acquire from time to time and to deal in all such stock-in-trade, plant and machinery, goods, chattels and effects as may be necessary or convenient or any business for the time being carried on by the Company.

9. To invest and deal with any money of the Company not immediately required in such investments as the Company may deem fit and to hold, sell, vary or otherwise deal with such investments.

10. To purchase or otherwise acquire all or any part of the business, properties and liabilities of any company, society , partnership or person , formed for all or any part of the purposes within the objects of this company and to conduct and carry on , of liquidate and wind up any such business.

11. To lend and advance money, either with or without security and give credit to such persons on such terms and conditions as the Company may think fit for this purpose of the business of the Company provided that the Company shall not carry on the business of banking.

12. To undertake financial and commercial obligations, transactions and operations of all kinds in connection with the business of the Company.

13. To enter into arrangements for technical collaboration and/or other forms of assistance including capital participation with foreign or Indian manufacturers of all business related products and/or electrical and allied products and to pay for such technical assistance or collaboration, royalties or other fees in cash or by allotment of equity or other capital of the Company credited as paid up or by issue of debenture or debenture stock.

14. To guarantee the performance of any contract or obligation or become liable for the payment of money or dividends or interest or any stock , shares, securities of any company, corporation, firm or persons on such terms and conditions as the Company may seem fit and to provide security in connection therewith.

15. To issue on commission, subscribe for, purchase or otherwise acquire and sell, dispose of, exchange, hold and deal in shares, commercial paper or other: negotiable instruments, bonds, debentures, debenture-stocks, public securities or other securities issues by any authority, Central, Stale. Municipal, local or otherwise.

16. To communicate with various Chambers of Commerce and other mercantile and public bodies throughout the world and concert and promote measures for the protection of the trade, industry and persons engaged therein and in order to promote the business to subscribe, to become a member of, to into partnership, subsidies and co-operate with, any other association, whether incorporated or not, whose objects are altogether or in part similar to those of the Company, and to procure from and communicate to any such association, such information as may be likely to forward the objects of the Company.

17. To build, construct, alter, enlarge, remove, pull down, replace, maintain, improve, develop, work, control, and I or manage any building, offices, factories, mills, water marks, gas works, electric power, heat and light supply works and other works and conveniences which the Company may think directly or indirectly conducive to its objects or which may advance their interests of the Company and to contribute or otherwise assist or take part in the construction, maintenance, development, working, control and management thereof and to join with any other person or company as partner or co-worker in doing any of these things.

18. To improve, manage, develop, grant rights or privileges in respect of otherwise deal with all or any part of the property and rights of the Company and to invest any real or personal property, rights or interest acquired or belonging to the Company or any such person or other company on behalf of or for the benefit of the Company with or without any declared trust in favour of the Company, further to purchase, take on lease, exchange, hire or otherwise acquire any movable or immovable property or any rights or privileges which the Company may think necessary or convenient for the purpose of its business

19. To apply for, purchase or otherwise acquire, protect and renew any part of the world patents, licenses, concessions, patent rights, trade marks, designs etc. Conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information regarding any invention or research which seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, develop or grant licenses in respect thereof or otherwise turn to account the rights or information so acquired and to expend money in experimenting upon, testing or improving any such patents, rights or inventions.

Renewable Solutions Limited

20. To acquire and undertake the whole or any part of the business, property or liabilities of any person, firm or body corporate, either carrying on or proposing to carry on any business which the Company is authorize to carry on, or having property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as to directly or indirectly benefit the Company.

21. To enter into any arrangements with any Government or any authority, Supreme, municipal, local or otherwise that may seem beneficial to any of the Company's objectives and to apply for, procure and obtain any Act of Parliament, privilege, concessions, license, or authorization of the Government or any other authority local or otherwise for enabling the Company to carry any of its objects into effect or for extending any of the objects of the Company and to carry out exercise and comply with any such Act, privilege, concession, license or authorization and to carry out and implement the provisions of the Foreign Exchange Management Act, 1999.

22. To pay for any rights or property acquired by the Company and to remunerate any person, Company or public bodies as and by way of agency for commission or brokerage whether by cash payment or by allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.

23. To adopt such means of making known the business of the Company as may seem expedient, and in particular by advertising in the press by circulars, by purchase and exhibitions or works of art of interest , by publication of books and periodicals, and by granting prizes, rewards and donations subject to restrictions of the Companies Act

24. Subject to the provisions of the Act, to amalgamate enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or reciprocal concession or for limiting competition with any person, firm or body corporate whether in India or outside carrying on or engaged in or about to carry on or engage in any business or transactions which the Company is authorized to carry on or engage in, or which can be carried on in connection therewith or which is capable of being conducted so as to directly or indirectly benefit the Company and further to enter into any arrangement or contract with any person , association or body corporate whether in India or outside, for such other purposed that may seem conducive to the objects of the Company.

25. To establish, promote or concur in establishing or promoting any Company or Companies for the purpose of acquiring all or any of the rights, liberties and properties of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company or companies subject to prior approval of SEBI, if required.

26. To lease, let out on hire, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part or parts of the undertaking of the Company or any land, business, property , rights or assets of any kind of the Company or any share of interest therein respectively in such manner and for such consideration as the Company may think fit, and in particular for shares, debentures of securities of any other body corporate having objects altogether or in part similar to those of the Company.

27. To establish and equip laboratories and carry on analytical, experimental and other work, or undertaking any research in relation to the objects of the Company.

28. To pay any premiums and to pay for any property, right or privileges acquired by the Company or for services rendered or to be rendered in connection with the promotion, formation or the business of the Company or for services rendered or to be rendered by any person, firm or body corporate in placing or assisting to place or guaranteeing the placing of any of the shares of the Company or any debentures, debenture-stocks, bonds or other securities of the Company, and to issue any such shares either as fully paid up or with such amount credited as paid up thereon as may be agreed upon, and to change my such bonds, debentures or other securities upon all or my part of the property of the Company.

29. To payout of the funds of the Company all costs, charges and expenses, preliminary and incidental to the promotion, establishment and registration of the Company.

30. To adopt such means of making known the products, business interest of the Company as it may seem expedient and in particular by advertising in the press, radio, video, television, cinema or by hoarding or by purchase and exhibitions of art or general interest, by publication of books and periodicals and by granting prizes, rewards and donation or sponsoring events or activities of general public interest.

31. To remunerate or undertake or contribute or otherwise assist any national, charitable, benevolent, religious, public, scientific, rural, general or other useful object or institution as the company deem fit, subject to the provisions of Companies Act, 2013.

32. To take into consideration and to approve and confirm and or carry out all acts, deeds or things that may be done or entered into with any person, from or body corporate by the promoters of the Company and further to enter into any arrangement, agreement or Contracts with the promoters and to reimburse them for all costs and expenses that may be incurred by them in or in connection with the formation or promotion of the Company.

33. In the event of winding up to distribute an or any of the property of the Company amongst the members in pieces or in kind or any proceeds of sale or disposal of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

34. To acquire any shares, stocks, debentures, debenture-stocks, bonds, obligations, securities by original subscription, participation in syndicates, tenders, purchases, exchanges or otherwise deal to subscribe for either conditionality or otherwise to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.

35. To open account or accounts with any Bank or Banks and to pay into and withdraw money from such account or accounts whether they may be in credit or debit.

Hereby

Renewable Solutions Limited

36. To construct, improve, maintain, develop, manage, carry out or control any solar panel, solar park, solar project, wind park, wind farm, renewable energy and related equipments, technologies, which may seem to advance the business interest and contribute to or subsidies, assist or take part in the construction, improvement, maintenance, working, management, carving out, control thereof and to maintain, overhaul, repair, fit-out, refit, improve, insure, alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with and dispose-off any of the equipments, machineries and such other instruments.

37. To acquire, build, construct, improve, develop, give or take in exchange or on lease, rent, occupy, allow, control, maintain, operate, run, sell dispose off carry out or later as may be necessary or convenient any leasehold or freehold lands, movable or immovable properties, including land, plots, workshops, warehouse, stores, easement or other rights, machineries, plant, work, stock-in-trade, industrial colonies, conveniences together with all modern amenities and facilities such as housing, schools, hospitals, water supply, sanitation, townships and other facilities or properties which may seem calculated directly or indirectly to advance the Company's objects and interest either in consideration of a gross sum of a rent charged in cash or services.

38. To amalgamate, enter into partnerships or into any arrangements for sharing profits or losses, union of interests, co-operation, joint ventures or reciprocal concessions with any person or company carrying on or engaged in or about to carry on or engaged in or which can be carried on in conjuction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company and to give or accept by way of consideration for any of the acts or things aforesaid or properties acquired, any shares, debentures, debenture-stock or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture-stock or securities so received.

39. To lend money to, or provide guarantee or security on behalf of any subsidiary or group company, and guarantee obligations of any subsidiary or group company, and the payment of interest on any stocks, shares and securities of any company, firm or person in any case in which such loan, guarantee or security may be considered likely directly or indirectly to further the objects of this Company or any of its subsidiaries or group companies, and generally to give any guarantee or security whatsoever which may be deemed likely, directly or indirectly, to any person to benefit the Company or its members.

40. To enter into joint sector arrangements with any person, body or corporate whether in India or abroad for the business of the Company.

41. To purchase, take on lease or exchange, hire or otherwise, acquire and dispose off any immovable or movable properties, real or personal of all kinds and of any rights or privileges which the Company may think necessary or convenient for the purpose of its business and either to retain the properties so acquired for the purpose of the Company's business or to turn the same to account as may seem expedient.

42. To raise or borrow money from time to time for any of the purposes and objects of the Company upon such terms as the Directors may deem expedient ,with or without giving the security or by mortgaging or charging lands, buildings, machineries, goods or other properties

Hereby

Inox Renewable Solutions Limited

of the Company and/ holding company or group companies including its uncalled capital or by the issue of the debentures or debenture-stocks, perpetual or otherwise, or by such other means as Directors may in their absolute discretion deem expedient.

43. Subject to the provisions of the Act, the Company shall have power to borrow any sum or sums of money for the purpose of the Company on such other terms and conditions and from such person or persons, firms, bank or any financial, industrial, institutions or any Government or Semi-Government Corporation as the Company may deem fit.

4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5*. The Authorised Share Capital of the Company is Rs. 2,34,98,20,290 (Rupees Two Hundred Thirty Four Crore Ninety Eight Lakh Twenty Thousand Two Hundred Ninety Only) divided into is 23,49,82,029 (Twenty Three Crore Forty Nine Lakh Eighty Two Thousand Twenty Nine) Equity Shares of Rs. 10/- (Rupees Ten only) each."

**The Shareholders at their Extra Ordinary General Meeting held on 15th March 2022 had approved increased in authorized share capital from Rs. 1,00,000 to Rs. 50,01,00,000.*

**The Shareholders at their Extra Ordinary General Meeting held on 25th November 2022 had approved increased in authorized share capital from Rs. 50,01,00,000 to Rs. 110,01,00,000.*

**The Shareholders at their Extra Ordinary General Meeting held on 10th January 2023 had approved increased in authorized share capital from Rs. 110,01,00,000 to Rs. 136,00,00,000.*

**The Shareholders at their Extra Ordinary General Meeting held on 3rd September, 2024 had approved increased in authorized share capital from Rs. 136,00,00,000 to Rs. 186,00,00,000.*

**The Shareholders at their NCLT Court Convened Meeting held on 2nd November, 2025 and the Hon'ble NCLT, Ahmedabad Bench, vide its order dated 13th March, 2026 had approved the Scheme of Arrangement Between Inox Green Energy Services Limited and the Company, which provides for increase in the authorized share capital* to accommodate the issuance and allotment of fresh equity shares to the shareholders of Demerged Company *i.e. Rs. 186,00,00,000 to Rs. 2,34,98,20,290.*

We, the several persons, whose name and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the numbers of shares in the capital of the company set against our respective names:

S.No.	Subscriber Details					
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken		DSC	Dated
1	Inox Wind Infrastructure Services Limited Registered Office Address- Survey No. 1837 & 1834 At Moje Jetapur,ABS Towers, Second Floor, Old Padra Road,Vadodara, Gujarat-390007 Description- Body Corporate Occupation- Business Through Shri Manoj Shambhu Dixit, Whole-Time Director, S/o Shri Shambhu Saran Dixit, R/o H-1202, Amrapali Zodiac, Sector 120, Noida – 201301, Uttar Pradesh Description: Individual Occupation: Service	AEJPD3844E	9990	Equity	MANOJ SHAMBHU DIXIT Digitally signed by MANOJ SHAMBHU DIXIT Date: 2020.01.20 14:35:14 +05'30'	20/01/20
2	Shri Mukesh Manglik (As a Nominee of Inox Wind Infrastructure Services Limited), S/o Shri Rajnarain Balkrishna Agarwal, R/o 1103/G Tower, Elite Homz, Sector- 77, Noida – 201301, Uttar Pradesh Description: Individual Occupation: Service	07001509	10	Equity	MUKESH RAJNARAYAN MANGLIK Digitally signed by MUKESH RAJNARAYAN MANGLIK Date: 2020.01.20 14:36:18 +05'30'	20/01/20
	Total Shares taken		10,000.00	Equity		

Signed before Me					
Name		Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated
FCS	JYOTI SHARMA	FLAT -588 , POCKET NO - 04. SECTOR - 11 DWARKA NEW DELHI - 110075 Description- Practicing Company Secretary	8843	JYOTI SHARMA Digitally signed by JYOTI SHARMA Date: 2020.01.20 14:43:44 +05'30'	20/01/20

Modify Check Form

Inox Renewable Solutions Limited

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION*

OF

INOX RENEWABLE SOLUTIONS LIMITED

INTERPRETATION

I (1) The Regulation contained in Table 'F' in the schedule 'I' to the Companies Act, 2013 (hereinafter referred to as the Act or the said Act) shall not apply to the company except so far as the same are repeated, contained or expressly made applicable in these Articles.

In these regulations --

(a) "Company" means INOX RENEWABLE SOLUTIONS LIMITED
(b) "Office " means the Registered Office of the Company at the place indicated in Memorandum of Association of the company
(c) "the Act" means the Companies Act, 2013, and the Rules framed thereunder.
(d) "the seal" means the common seal of the company, if any
(e) "Director" means a director appointed to the Board of a company.

(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

SHARE CAPITAL AND VARIATION OF RIGHTS

II. 1. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

2. (*i*) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—

(a) one certificate for all his shares without payment of any charges; or
(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

* *The Shareholders at their 10th Extra Ordinary General Meeting held on 3rd September, 2024 had adopted a new/ revised set of Articles of Association, in substitution for, and to the exclusion, of the existing Articles of Association of the Company, to align the same with the provisions of the Companies Act, 2013 and the status of the Company as a 'Public Company, by way of Special Resolution.*

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(*ii*) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(*iii*) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

3. (*i*) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(*ii*) The provisions of Articles (*2*) and (*3*) shall *mutatis mutandis* apply to debentures of the company.

4. Except as required by law, no person shall be recognized by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

5. (*i*)The company may exercise the powers of paying commissions conferred by sub-section (*6*) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

(*ii*) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(*iii*) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

6. (*i*) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(*ii*) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

LIEN

9. (*i*)The company shall have a first and paramount lien—

(*a*) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(*b*) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(*ii*) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

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

Provided that no sale shall be made—

(*a*) unless a sum in respect of which the lien exists is presently payable; or

(*b*) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

11. (*i*) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.

(*ii*) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(*iii*) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12. (*i*)The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(*ii*) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

13. (*i*) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or byway of premium) and not by the conditions of allotment thereof made payable at fixed times: Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

(*ii*) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(*iii*) A call may be revoked or postponed at the discretion of the Board.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

16. (*i*) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.

(*ii*) The Board shall be at liberty to waive payment of any such interest wholly or in part.

17. (*i*) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(*ii*)In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board—

(*a*) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(*b*) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

TRANSFER OF SHARES

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

(*ii*)The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20. The Board may, subject to the right of appeal conferred by section 58 decline toregister—

(*a*) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(*b*) any transfer of shares on which the company has a lien.

21. The Board may decline to recognize any instrument of transfer unless—

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

(*b*) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

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

22. On giving not less than seven days' previous notice in accordance with section 91and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

TRANSMISSION OF SHARES

23. (*i*) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares.

(*ii*) Nothing in clause (*i*) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24. (*i*) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

(*a*) to be registered himself as holder of the share; or

(*b*) to make such transfer of the share as the deceased or insolvent member could have made.

(*ii*) The Board shall, in either case, have the same right to decline or suspend registration it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

25. (*i*) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

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

(*iii*) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

FORFEITURE OF SHARES

27. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

28. The notice aforesaid shall—

(*a*) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(*b*) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

30. (*i*) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(*ii*) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

31. (*i*) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(*ii*) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

32. (*i*) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

(*ii*) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.

(*iii*) The transferee shall thereupon be registered as the holder of the share.

(*iv*) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

33. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

34. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

35. Subject to the provisions of section 61, the company may, by ordinary resolution,—

(*a*) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(*b*) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(*c*) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(*d*) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

36. Where shares are converted into stock,—

(*a*) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(*b*) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(*c*) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

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

(*a*) its share capital;

(*b*) any capital redemption reserve account; or

(*c*) any share premium account.

CAPITALIZATION OF PROFITS

38. (*i*) The company in general meeting may, upon the recommendation of the Board, resolve—

(*a*) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(*b*) that such sum be accordingly set free for distribution in the manner specified in clause (*ii*) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(*ii*) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (*iii*), either in or towards—

(*A*) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(*B*) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(*C*) partly in the way specified in sub-clause (*A*) and partly in that specified in sub-clause (*B*);

(*D*) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(*E*) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

39. (*i*) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(*a*) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and

(*b*) generally do all acts and things required to give effect thereto.

(*ii*) The Board shall have power—

(*a*) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable infractions; and

(*b*) to authorized any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;

(*iii*) Any agreement made under such authority shall be effective and binding on such members.

BUY-BACK OF SHARES

40. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

GENERAL MEETINGS

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

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

(*ii*) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

PROCEEDINGS AT GENERAL MEETINGS

43. (*i*) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

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

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

45. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

46. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

ADJOURNMENT OF MEETING

47. (*i*) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(*ii*) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(*iii*) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(*iv*) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—

(*a*) on a show of hands, every member present in person shall have one vote; and
(*b*) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

50. (*i*) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(*ii*) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

51. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

52. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

54. (*i*) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(*ii*) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

PROXY

55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

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

57. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD OF DIRECTORS

58. The following shall be the first Directors of the Company:-

(i) Shri Mukesh Manglik
(ii) Shri Manjit Gurdas Ram Bhagria

59. (*i*) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(*ii*) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

(*a*) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or

(*b*) in connection with the business of the company.

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

61. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may thinks fit respecting the keeping of any such register.

62. All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

63. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

64. (*i*) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(*ii*) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

64A. (i) Notwithstanding anything to the contrary contained in these Articles, so long as any money shall be owing by the Company to any financial institutions, corporations, banks or such other financing entities or through Debenture Trustees or so long as any of the aforesaid banks, financial institutions or such other financing entities hold any shares/debentures in the Company as a result of subscription or so long as any guarantee given by any of the aforesaid entities in respect of any financial obligation or commitment of the Company remains outstanding in terms of payment of interest or repayment of principal amount, then in that event any of the said financial institutions or Debenture Trustees or such other financing entities shall, subject to an agreement in that behalf between it and the Company, have a right but not an obligation, to appoint one or more persons as Director(s) on the Board of Director as their nominee on the Board of Company in accordance with the applicable laws.

PROCEEDINGS OF THE BOARD

65. (*i*) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(*ii*) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

66. (*i*) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(*ii*) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

67. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

68. (*i*) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(*ii*) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

69. (*i*) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(*ii*) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

70. (*i*) A committee may elect a Chairperson of its meetings.

(*ii*) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

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

(*ii*) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

72. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

73. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

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

74. Subject to the provisions of the Act,—

(*i*) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

(*ii*) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

75. A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

DIVIDENDS AND RESERVE

76. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

77. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

78. (*i*) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.

(*ii*) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

79. (*i*) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

(*ii*) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(*iii*) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

80. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

81. (*i*) Any dividend, interest or other monies payable in cash in respect of shares maybe paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(*ii*) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

82. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

83. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

84. No dividend shall bear interest against the Company.

ACCOUNTS

85. (*i*) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.

(*ii*) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

WINDING UP

86. Subject to the provisions of Chapter XX of the Act and rules made thereunder --

(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be

carried out as between the members or different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

87. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

	Subscriber Details				
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	Inox Wind Infrastructure Services Limited Registered Office Address- Survey No. 1837 & 1834 At Moje Jetapur, ABS Towers, Second Floor, Old Padra Road, Vadodara, Gujarat-390007 Description-Body Corporate Occupation-Business Through Shri Manoj Shambhu Dixit, Whole-Time Director, S/o Shri Shambhu Saran Dixit, R/o 1H-1202, Amrapali Zodiac, Sector 120, Noida – 201301,UttarPradesh Description:Individual Occupation: Service	AEJPD3844E	NOIDA	MANOJ SHAMBHU DIXIT	20/01/2020
2	Shri Mukesh Manglik (As a Nominee of Inox Wind Infrastructure Services Limited), S/o Shri Rajnarain Balkrishna Agarwal, R/o 1103/G, Tower, Elite Homz, Sector- 77, Noida – 201301, Uttar Pradesh Description:Individual Occupation: Service	07001509	NOIDA	MUKESH RAJNARAYAN MANGLIK	20/01/2020

Signed Before Me						
Name		Address, Description and Occupation	DIN/PAN/ Passport Number/ Membership Number	Place	DSC	Dated
FCS	Jyoti Sharma	Address- Flat No. 588, Pocket - 4, Sector - 11, Dwarka - 110075 (Occupation-CS in whole time practice	8843	Delhi	JYOTI SHARMA	20/01/2020

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