

#### भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) National Highways Authority of India

(Ministry of Road Transport & Highways, Government of India) क्षेत्रीय कार्यालय, मदुरै / Regional Office, Madurai

दूसरा व तीसरी तल, विजय कृष्ण प्लाजा, संख्या-1, लेक एरिया, मेलूर मेन रोड, माहुतावनी, मदुरै-625 007 2<sup>nd</sup> & 3<sup>rd</sup> Floor, Vijay Krishna Plaza, No.1, Lake Area, Melur Main Road, Mattuthavani, Madurai-625 107 दर्माष/ Tele: +91-452-258 8999 वेब / Website: www.nhai.gov.in इं-मेल/ E-mail: romadurai@nhai.org



NHAI/15018/3.5/01/2024/RO Madurai/ 574

18th May, 2024

#### INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, नागरकोइल - Operation and Maintenance of Madurai - Kanyakumari section of NH-44 (Old NH-7) from Km.116+500 to Km.243+470 - Request seeking NHAI approval - Request for permission for OH crossing of 33KV DC line on DC tower with GAP conductor from JSW Tuticorin 230/33 KV Pooling substation to WTG 2700 KW 33KV substations at Km.121+780-Invitation of Public Comments - Reg.

प्रसंगः PD, Nagercoil Lr. No-NHAI/PD/SE-1/PIU/NGL/NH-7/HT/NOC/2024/405 dt. 20.02.2024.

The proposal received from PD, Nagercoil vide Lr. No- NHAI/PD/SE-1/PIU/NGL/NH-7/HT/NOC/2024/405 dt. 20.02.2024 there by requesting permission for erection of 33KV Over Head Transmission Line Crossing at Km.127+780 on NH-44 in the state of Tamil Nadu as proposed by M/s JSW Renew Energy Ltd.

Accordingly, as per Policy Guidelines issued by Ministry vide letter No. RW/NH 33044/29/2015/S&R(R) dated 22.11.2016, the application is being uploaded on public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest).

In view of the above, comments of the public on the above proposal is invited to the below mentioned address:

Regional Officer,
National Highways Authority of India,
No.2nd & 3rd Floor, Vijay Krishna Plaza,
No.1, Lake Area, Melur Main Road, Mattuthavani,
Madurai - 625 007.

(महेन्द्र मीना|Mahendra Meena) प्रबंधक (तक) |Manager (Tech) क्षे.का. मदुरै |RO-Madurai

संलग्न: As above

प्रतिलिपि:

1. The NIC, New Delhi - for uploading in the Ministry's website.

2. The PD, Nagercoil- for information.

erheadTransmissionLinecrossing/NHAI/PD/SE-1/PIU/NGL/NH-7/HT/OHT/NOC/2024/405 (Compu <sup>897091/2024</sup>/PIU - NAGERCO1**भारतीय राष्ट्रीय राजमार्ग प्राधिकरण** 



#### (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) National Highways Authority of India

(Ministry of Road Transport & Highways, Government of India)





NHAI/PD/SE-1/PIU/NGL/NH-7/HT/OHT/NOC/2024/AOS

Date: 20.02.2024

To,
The Regional Officer,
Madurai Region,
National Highways Authority of India,
Madurai.
Sir,

Sub: NHAI - PIU, Nagercoil - Operation and Maintenance of Madurai - Kanyakumari section of NH-44 (Old NH-7) from Km.116+500 to Km.243+470 - Request seeking NHAI approval - Request for permission for OH crossing of 33KV DC line on DC tower with GAP conductor from JSW Tuticoring 230/33 KV Pooling submistation to WTG 2700 KW 33KV substations at Km. 121+780 - Reg.

Ref: M/s JWS lr no JSWFEL/NHAI/TUT/PD/01 dt. 01.02.2024

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It is kindly submitted that, the applicant M/s JSW Renew Energy Ltd. has submitted the proposal for crossing of overhead transmission line at Km. 121+780 (outside the ROW).

- 2. The site has been inspected and the proposal has been examined in lieu of Ministy's Circular No. Ministry Circular No. RW/NH 33044/29/2015/S&R(R) dated 22.11.2016, IRC: 32-1969 and other relevant MoRTH circulars and the following details are submitted for kind perusal.
  - The details of underground cable Electric line along the stretch of the project alignment are as follows:

S. No	Chainage	Side	Туре	Length (Km)	Remarks
2.	Across at Km. 121+780		33KV DC tower	60	Outside ROW

- ii. The proposed overhead towers across NH <u>is to be laid outside ROW at the distance of 100m on LHS and 80m on RHS.</u>
- iii. The supervision of the work for overlaying 3 Phase electrical line will be done by the TNEBL.

- iv. The Applicant has submitted an agreement in the prescribed format to be executed in case the approval is accorded.
- v. The Vertical Clearance for the proposed erection of <u>33KV overhead</u> <u>Transmission line is mentioned as 21.625 m, subject to the condition that in future, if FRL raised then the raising of vertical clearance will done by the applicant.</u>
- vi. The applicant will be responsible for any hazard during the erection of 11KV Over Head Electrical Line along and across NH.
- vii. <u>CEA/IRC guidelines shall be strictly followed w.r.t. minimum clearance between the lowest conductor and FRL. In future, if FRL is raised then the raising will be done by the applicant at its own cost.</u>
- viii. Angle of crossing for the proposed towers is 90 degree to the Project Highway.
- ix. The applicant has submitted the necessary undertakings in the prescribed format as mentioned in the Ministry Circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016.
- x. The license fee has been calculated in line with the MoRTH policy guidelines dt. 22.11.2016 and NH-36094/01/2022 S&R(P&B) dated 17.04.2023, the license fee for 5 Year is Rs.56,371/- (Fifty six thousand three hundred seventy one rupees), the details of calculation is mentioned in "Annexure I" herewith for kind perusal.
- xi. The amount of Performance Bank Guarantee has been calculated in line with the MoRTH policy guidelines dt. 22.11.2016 as detailed below:

SI. No.	Chainage	Bank G	Bank Guarantee Amount			
		Rate per m	Length	Amount		
1	Across – 01 Nos	1,00,000	-	1,00,000		
	Total			1,00,000		

3. In view of above, the proposal for crossing of overhead Transmission line of 33KV DC line on DC tower with GAP conductor from JSW Tuticorin 230/33 KV Pooling substation to WTG 2700 KW 33KV substations across NH at <a href="Km. 121+780 outside ROW">Km. 121+780 outside ROW</a> of NH-44 in Madurai - Kanyakumari section may be recommended for approval of the Competent Authority.

Thanking you,

Encl: As above

Yours faithfully,

(T. Velraj BRES)
Project Director

NHAI, PIU, Nagercoil

erheadTransmissionLinecrossing/NHAI/PD/SE-1/PIU/NGL/NH-7/HT/OHT/NOC/2024/405 (Compu 897091/2024/PIU - NAGERCOIL

					Anne	exure - I				
SI. No.	Abuting Village	Chainage		Side Length(m)	Length(m)	Width(m)	Ottilised NIT	Frevailing	License Fee for	
		From	То	Side	rengti(III)	width(iii)	So Mrt	Circle rate of	One Month	Remarks
1	Savalapperi	121+780		Across	60.00	12.2	732	540.00	395280.00	
			Total (A)		60.00				₹ 3,95,280.00	
		112	License	fee per fo	1st year (B =	A x 1.5%)			₹ 5,929.20	-
					Licence Fee				₹ 10,000.00	
					2nd year (C =				₹ 10,600.00	
			License f	ee per for	3rd year (D =	C x 106%)			₹ 11,236.00	
	License fee per for 4th year (E = D x 106%) License fee per for 5th year (F = E x 106%)						₹ 11,910.16			
							₹ 12,624.77			
			Total Lice	ense fee f	or 5 years (B	+C+D+E+F)			₹ 56,370.93	

erheadTransmissionLinecrossing/NHAI/PD/SE-1/PIU/NGL/NH-7/HT/OHT/NOC/2024/405 (Compu

897091/2024/PIU NAGERCOIL

NHAI-PIU-Nagercoil
Inward No: AQO
Date: 2.2.24
PD
Dy M
SE-1
SE-2
SE-3
LO-1
LO-2
IT Expt.

Acct Stead

Other

Renew Energy Limited
Regd. Office: JSW Centre
Bandra Kurla Complex
Bandra (East), Mumbai – 400051
CIN: U40106MH2020PLC338593

Phone: 022-4286 1000 Fax: 022-4286 3000 Website: www.jsw.in

Date:01.02.2024

Ref: JSWFEL/ NHAI / TUT / PD / 01

To The Project Director National Highways Authority of India Nagarcoil.

Respected Sir

Sub: - 33Kv Transmission line crossing Proposal for **NHAI** Crossing between Madurai to Kanyakumari section at 116+500KM to 243+270KM by laying KM 121+780, of 33KV DC line on DC tower with GAP conductor from JSW Tuticorin 230/33 KV Pooling substation to Our WTG 2700KW 33KV Uint sbstations. Approval in Name of **JSW RENEW ENERGY Ltd** requested - Reg

Ref: -

- TN: Memorandum of undertaking Between JSW Renew Energy Ltd and Govt. of Tamilnadu Date: 25.09.2020
- 2. CEA-PS-12-14(20)/1/2018-PSPA-II Division- 132-33 Date:26.03.21

We, JSW Renew Energy Limited(JSWREL) have signed a Memorandum of Understanding(MoU) dated 25th September 2020 with the Government of Tamilnadu for the execution of an 810 MW wind project which is already awarded by Solar Energy Corporation of India (SECI). And already received for SECION 68 transmission line approval from Central Electricity Authority (CEA)- Ministry of Power. As per our survey report, we have to cross the NH road as mentioned in the above subject. We are going to cross the road on Kanyakumari to Madurai NH -44 (Old NH 07) Erection of a 33kV Double circuit line on a double circuit tower with GAP conductor & OPGW cable proposed from JSW Tuticorin 230/33 kV Pooling substation to WTG 2700KW 33KV Uint substations line crossing at 121+780. Please refer the below tables.

Items	Description
Client	JSW Renew Energy LIMITED
In connection line	230/33 kV JSW Tuticorin Substation to WTG 2700KW 33KV Uint substations
Line route Name	33kV DC overhead line on DC tower with GAP conductor & OPGW cable proposed M/s.JSW Renew Energy LTD.
NHAI Road crossing KM	Madurai to Kanyakumari Sections NH -44 for crossing KM 121+780.





erheadTransmissionLinecrossing/NHAI/PD/SE-1/PIU/NGL/NH-7/HT/OHT/NOC/2024/405 (Compu 897091/2024/PIU - NAGERCOIL



We are planning to commission this line by the end of Feb 2024. We request your kind selves to give the necessary approval to cross the NH road as per the details provided in the above table. We are ready to pay the necessary fee for getting the approval.

Thanking you

For M/s. JSW RENEW ENERGY LTD,

(R. MUHU GANG



Enclosed:

- 1. Checklist
- 2. Undertaking
- 3. Indemnity bond
- 4. Lessee deed agreement
- 5. Above the reference.



Application Details [20240111/2/15/22623/4366]			
Highway	NH44 [NH44]		
Name of Highway Authority	NHAI  Dwarka New delhi		
Highway Administration Address	RO-Jammu RO-Jammu		
Name of Applicant/Oil Company	JSW RENEW ENERGY LIMITED Address: AATHI PARASAKTHI NAGAR KRISHNAPURAM PARAPAKULAM TIRUNELVELI TAMILNADU 627011, TIRUNELVELI (TAMIL NADU), PIN: 627011 Phn: 9843884151 Email: Sriramkarji@gmail.com		
Application Category	Industrial Utility		
Utility	Power Cables		
State	TAMIL NADU		
Туре	New		
Remarks	EB TOWER		
Submitted On	12 Jan 2024 11:50:01		

Details					
1. Length in Meters *		60			
2. Width of available ROW	2. Width of available ROW				
I. Left side from center line towards increasing chainage OR km direction *		30			
II. Right side from center line towards increasing chainage OR km direction *		30			
3. Proposal to lay the utility					
I. Left side from center line towards increasing chainage OR km direction *		N/A			
II. Right side from center line towards increasing chainage OR km direction *		N/A			
4. Proposal to acquire the lan	nd				
I. Left side from center line		N/A			
II. Right side from center line *		N/A			
5. Whether proposal is in the same side where land is not to be acquired *		No			
If not then where to lay the cable *		N/A			
6. Details of already laid services if any along the proposed route *		No cable/pipeline visible			
7. Number of Existing lanes *		4 Lane			
8. Proposed number of lanes *		6 Lane			

9. Service road Exists *		No			
10. Proposed Service road	10. Proposed Service road				
Left side from center line		0			
Right side from center line		0			
11. Whether proposal to lay cable is after the service road or between the service road and main carriageway		N/A			
12. Whether carrying OFC Cable has been proposed on highway /bridges, If yes then mention the methodology proposed for the same *		N/A			
13. Is crossing of the road involved? If Yes, is shall be either encased in pipes or through structure of conduits specially built for the purpose at the expense of the agency owing the line *		YES			
I. Whether the existing drainage structures are allowed to carry utility pipeline. *		NO			
II. Is it on a line normal to NH? *		Yes			

III. What is the distance of crossing the utility pipelines from the existing structure? Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 mtrs. *	0.00
IV. The casing pipe (or conduit pipe in the case of electric cable) line carrying the utility line shall be of steel, cast iron or reinforced concrete and have adequate strength and be large enough to permit ready withdrawal of carrier pipe/cable Mention type of casting. *	N/A
V. Ends of the casing/ conduit pipe shall be sealed from outside, so that is does not act as a drainage path *	N/A
VI. The casing/conduit pipe should be as minimum extend from drain in cuts toe of slope in fills. *	N/A
VII. The installation of Casing pipe shall be as per attachment-1 of Ministry's Guidelines dated 22.11.2016 *	N/A

VIII. Mention the		
methodology proposed for		
crossing of road for the		
proposed sewerage / gas		
pipeline crossing shall be		
boring method (HDD)		N/A
(Trenchless Technology)		
specially where the existing		
road pavement is of cement		
concrete of dense		
bituminous concrete type. *		
14. Whether the proposal sat	isfies the following:	
I. Where the ROW is more		
than 45 M then the duct		
cable shall be laid at the		
edge of right of way within		NA
the utility corridor of 2 M		
width, duly keeping in view		
the future widening. *		
II. Where land is yet to be		
acquired for 4 laning and		
the position of new		
carriageway has been		
decided then the cable shall		
be laid at the edge of right		
of way within the utility		N/A
corridor of 2 M width, on		
that side of existing		
carriageway where extra		
land is not proposed to be		
acquired for 4 laning. *		

III. Where the widening plan for 4 laning is not yet decided and available ROW is around 30 M or less, a judicious decision would need to be taken for permitting the laying of cable/duct. This could be within 1.5 M to 2m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans. *	N/A
IV. Where ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. Highways in cutting through hilly/rolling terrain), the cable shall be laid clear of the drain. *	N/A
V. Where land strip for utility corridor can't be conveniently earmarked (available ROW restricted to the toe of the embankment) for laying of cable/ducts, the permission may be refused. *	N/A
15. Document/Drawings enclosed with the proposal	Yes
I. Cross section showing the size of trench for open trenching method (is it normal size of 1.2m (min.) deep x 0.3 wide) *	N/A

II. Cross section showing the size of pit and location of cable for HDD method *	N/A
III. Strip plan/ Route plan showing the OFC, Chainage width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drainage works etc. *	YES,Enclosed
IV. Methodology of laying of the Utility Pipeline/OFC *	N/A
V. Open trenching method (may be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type) If yes what is the Methodology of refilling of trench *	N/A
(a) The trench width should be at least 30 cms but not more than 60 cms wider than the outer diameter of the pipe *	N/A
(b) For filling of the trench, bedding shall be to a depth of not less than 30 cms. It shall consist of granular material, free of lumps, clods, cobbles and graded to yiled firm surface without sudden change in the bearing value, unsuitable soil and rock edges should be excavated and replaced by selected material *	N/A

(c) The backfill shall be completed in two stages, i) Side fill to the level of the top of the pipe and ii) Overfill to the bottom of the road crust *	N/A
(d) The side fill shall consist of granular material laid in 15 cms, layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the proctor density.  Overfill shall be compacted to the same density as the material that has been removed. *	N/A
(e) The road crust shall be built to the same strength as existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench. *	N/A
(f) The excavation shall be protected by flagman, signs and barricades and red lights during night hours. *	Will be followed as SOP
(g) If required, a diversion shall be constructed at the expense of agency owing the utility line. *	Will be followed
VI. Horizontal Directional Drilling (HDD) Method *	N/A

VII. Laying OFC through CD Works and Method of laying (Whether to be hung outside parapet). *		N/A
16. Draft license Agreement signed by two witnesses. *		Yes,enclosed with proposal
I. The license fee estimate as per Ministry's guidelines issued vide circular no. RW/ NH/33044/29/2015/S&R dated 22.11.2016. *		Yes
17. Whether Performance Bank Guarantee is as per Ministry's guidelines issued vide circular no. RW/NH/ 33044/29/2015/S&R, dated 22.11.2016. *		Yes
I. Confirmation of BG has been obtained as per MoRTH guidelines *		Yes
18. Affidavit/Undertaking from	m the Applicant for following i	s to be furnished
a) Undertaking not to Damage to other utility, if damage then to pay the losses either to NHAI or the concerned agency. *		Yes
b) Undertaking Renewal of Bank Guarantee as and when asked by MoRTH. *		Yes
c) Undertaking Confirming all standard condition of Ministry's guidelines. *		Yes
d) Undertaking for indemnity against all damages and claims *		Yes

e) Undertaking for management of traffic movement during laying of utility line without hampering the traffic *		Yes
f) Undertaking that if any claim is raised by the concessionaire/ contractor then the same has to be paid by the applicant. *		Yes
g) Undertaking that prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alteration to the utility located in the National Highway Right of Ways. *		Yes
h) Undertaking that expenditure is any incurred by NHAI for repairing any damage cause to the NH by laying, maintenance of shifting of the utility line will be borne by the applicant agency owing the line. *		Yes
i) Undertaking that text of the license deal is as per verbatim of format issued by MoRTH vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016 *		No
j) Undertaking for shifting of utility as and when asked by MoRTH/ NHAI. *		Yes
k) Certificate from the applica	ant in the following format	

I) We do undertake that I/we will relocate service road/approach road/utilities at my/our own cost not withstanding the permission granted within such time us will be stipulated by NHAI for future six laning or/any other development

19. Who will sign the agreement on behalf of
Applicant agency? Power of Attorney to sign the agreement is available or not. \*

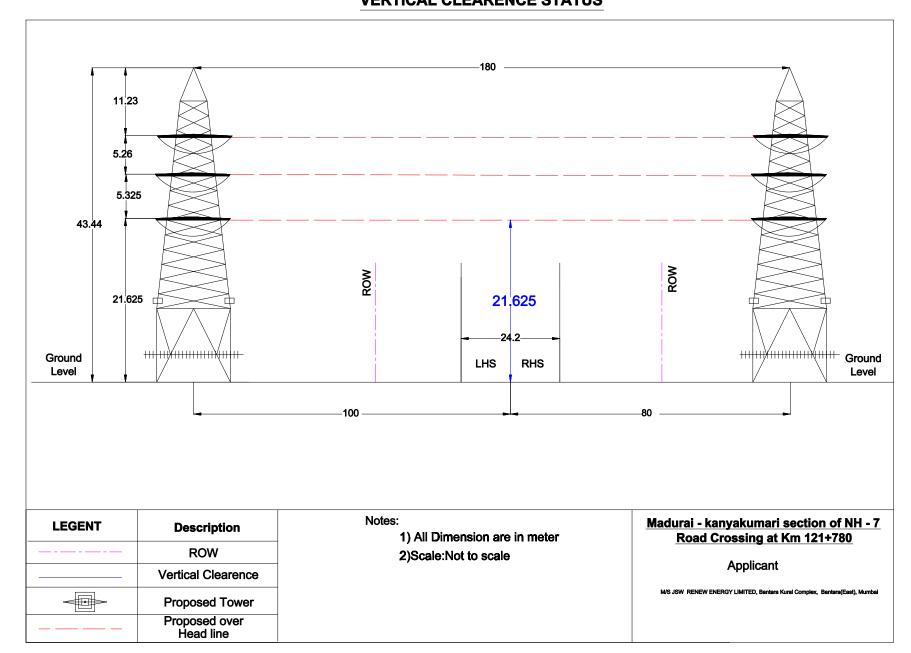
20. The Power of Attorney is in favour of authorized signatory? \*

Locations								
Sno	State	District	Highway /Stretch	Start Point	End Point	View		
1	TAMIL	TIRUNELVELI	NH44 [NH44] (0.000-300.000)	Chainage Point: 121.78	Chainage Point: 121.78	View		
•	NADU	TINONELVELI	From Km: 116.5 To Km: 243.47	Lat: 9.01 Lng: 77.784	Lat: 9.01 Lng: 77.784	VICW		

	Documents							
Sno	Stage	Mandatory	Action					
1	Under Submission	Layout and Drawings	Yes	View				
2	Under Submission	Any Other Supporting Document	No	View				
3	Under Submission	Any Document to indicate commercial activities are allowed on the land.	No					
4	Under Submission	Safety Clearance from Directorate of Electricity	No					
5	Under Submission	Safety Clearance from Chief Controller of Explosives	No					
6	Under Submission	Safety Clearance from Petroleum and Explosives Safety Organisation	No					
7	Under Submission	Safety Clearance from Oil Industry Safety Directorate	No					
8	Under Submission	Safety Clearance from State/Central Pollution Control Board	No					
9	Under Submission	Any Other Statutory Clearance as applicable	No					

	Applicable Fee Details							
Sno	Sno Fee Head Stage Fee Amount Status							

# 32 KV DC LINE CROSSING AT KM 121+780 IN MADURAI TO KANYAKUMARI SECTION OF NH - 7(NEW NO.NH - 44) VERTICAL CLEARENCE STATUS



Location Details							
State	TAMIL NADU						
District	TIRUNELVELI						
Sub District	Palayamkottai						
Villages	Sivalaperi						
Highway Category	4 Lane						
Highway	NH44						
Кт	From: 116.5 To: 243.47						
Stretch	0.000 300.000						
Start Point	Side: LHS  Chainage Point 121.78 KM  Lat 9.01 Lng: 77.784						
End Point	Chainage Point 121.78 KM  Lat: 9.01 Lng: 77.784						

#### Crossings

Chainage Point	LAT	LNG	Details of Existing Utility	Utility Ducts Available	Details
121.78	9.01	77.784	No cable/pipeline visible	No	Not Applicable

Total Utilized NH Land Area	732" Sq/m (Outer Diameter/Width of the concerned Utility line X length)				
Circle Rate	Rs 540				
Total Length (Mtr)	LHS: 30	RHS: 30	Across: 60		
No. of Survey Nos	1.00				
View Survey No. List	View File				
Remarks	No				

2 of 2

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SUTHANTHIRA THEBUNAAL AMUDHA PERUYEHA TAME NADU



For Complaints For queries and related to Clarifications, software, please please contact: contact: 9498452110 1800 102 1 5174 9498452120 (Monday to 1 Friday 8 AM to **9498452130** 8 PM, Saturday (Monday to 10 AM to 5 PM Friday 10 AM to excluding 5.45 PM, Government excluding holidays) Government



holidays)
The information provided Online is updated and no physical visit is required for the Services provided
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18-1-2024 முதல் 12-2-24 வரை(தை மாதம் முழுவதும்) ஒரு சார்பு

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Zone: Guideline Village: THIRUNELVELI SAVALAPPERI Sub Registrar Office:

KAYATHAR

Revenue

THOOTHUKKUDI

Revenue Village: SAVALAPPERI

District:
Street/Survey

212

Revenue KAYATHAR Taluka:

Street/Survey Number:

2 items found, displaying all items.

1

Sr.No.	Survey/Subdivision No.	Guideline Value (₹) (British Value)	Guideline Value (ኛ) (Metric Value)	Land Classification	Effective Start Date	G.O.Download
1	212/1	50/ Square Feet	540/ Square Metre	Residential Class I Type - I	17-Aug- 2023	-
2	212/2	50/ Square Feet	540/ Square Metre	Residential Class I Type - I	17-Aug- 2023	

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#### Address:

No.100, Santhome High Road, Chennai-600028, Tamil Nadu, India

**Telephone:** 044-24640160

E-mail: helpdesk[at]tnreginet[dot]net

"Bribe giving and receiving is an offence. Complaints about demand for bribe may be made in person or over phone to the directorate of Vigilance and Anti-corruption,

No.293, M.K.N.Road, Alandur, Chennai-16 or to the local Vigilance Office. Website: www.dvac.tn.gov.in"

Phone Nos:(044) 22310989/22321090/22321085/22342142; FAX: 044-22321005.

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# MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION

OF

**JSW RENEW ENERGY LIMITED** 



# 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 JSW RENEW ENERGY LIMITED is incorporated on this Fifth day of March 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 U40106MH2020PLC338593.

The Permanent Account Number (PAN) of the company is AAECJ7900R

The Tax Deduction and Collection Account Number (TAN) of the company is MUMJ22427G

Given under my hand at Manesar this Fifth day of March Two thousand twenty .

OS MINISTRY OF COMPURATE AFFAIRS d

Digital Signature Certificate
SHIVARAJ C RANJERI
ASST. 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 <a href="https://www.mca.gov.in">www.mca.gov.in</a>

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

JSW RENEW ENERGY LIMITED

JSW Centre, Bandra Kurla Complex, Bandra (East), MUMBAI, Mumbai City, Maharashtra, India, 400051



<sup>\*</sup> as issued by the Income Tax Department

#### The Companies Act, 2013

#### A Company Limited by Shares

#### Table A

#### MEMORANDUM OF ASSOCIATION

OF

#### JSW RENEW ENERGY LIMITED

- I. The name of the Company is JSW Renew Energy Limited.
- II. The Registered Office of the Company will be situated in the State of Maharashtra.
- III. (a) The objects to be pursued by the company on its incorporation are:
  - 1. To, either alone and / or in Joint Venture or otherwise, build, develop, own. generate, supply, accumulate, transmit, distribute, purchase, sell electrical power or any other energy by using conventional and / or non-conventional methods / fuels including biomass, waste, thermal, solar photo-voltaic ground mounted, solar photo-voltaic rooftop, solar photovoltaic on wall & buildings, solar photovoltaic floating, solar photovoltaic through new technologies and new installation avenues, Solar installations on pumped storage, pumped storage, mini-hydel, solar thermal, hydel, geo - hydel, geo - thermal, wind, tidal waves or any multiple hybrid technologies, to establish captive energy plants, merchant plants and supply power to all the consumers (domestic, industrial or state and private Discom's) either directly or through the transmission lines of the State Electricity Boards or any other authorities and to carry on business of managing, owning, controlling, erecting, commissioning, operating, running power plants and plants based on conventional or / and non-conventional energy and to act as engineering, procurement and construction contractor, to construct, lay down, establish, operate and maintain power / energy generating stations, including buildings, structures, works, machineries, equipments, cables and to undertake or to carry on the business of managing, owning, controlling, erecting, commissioning, operating, running, leasing or transferring to third person/s, power plants and plants based on conventional or non-conventional energy sources, Solar Energy Plants, Wind Energy Plants, Mechanical, Electrical, Hydel, Civil Engineering works and similar projects.
  - 2. To transmit, distribute, purchase, sell, trade, import, export or accumulate or otherwise deal in all forms of electrical power in all aspects and to plan, promote, develop, establish transmission and distribution networks or systems, trading platforms and to acquire, in any manner, these networks or systems or trading platforms from power generating and transmission companies, Central or State Government undertakings, local authorities or statutory bodies or other persons within India or abroad and to act as agent or representative of any person, public

or private sector enterprises, financial institutions, banks or Central Government or State Government undertakings engaged in the planning, development, generation, transmission, distribution, supply, trading or financing of power and to engage in activities of investigation, research, design and preparation of feasibility, appraisal or other project reports for generation, transmission, distribution, supply, purchase, sale, trading, import, export, storage and accumulation of all forms of electrical power, both conventional and nonconventional and to engage in all activities incidental thereto.

- 3. To carry on the business as manufacturer, exporter, importer, contractor, sub-contractor, seller, buyer and act as agent for solar photo voltaic panels, balance of plant for photo voltaic systems, structure of solar panels, wind mills, components and parts including rotor blades, braking systems, tower, nacelle, control unit, generator and other associated technologies, renewable energy systems like solar, biomass, solid wastes, by-product gases and components thereof.
- 4. To carry on in India or abroad the business of establishing, commissioning, setting up, operating and maintaining electric power systems, generating stations based on conventional/ non-conventional resources for evacuation. transmission, distribution, trading or supply of power through establishing or using stations, tie-lines, sub-stations and transmission or distribution lines in any manner including build, own and transfer (BOT), and/or build, own and operate (BOO) and/or build, own, lease and transfer (BOLT) and/or build, own, operate and transfer (BOOT) basis or otherwise ,and to acquire in any manner power transmission systems/networks, power systems, generation stations, tie-lines, sub-stations and transmission or distribution systems from State Electricity Boards, Vidyut Boards, Power Utilities, Generating Companies, Transmission Companies, Distribution Companies, Central or State Undertakings, Licensees, other local authorities or statutory bodies, other captive or independent power producers and distributors and to do all the ancillary, related or connected activities as may be considered necessary or beneficial or desirable for or along with any or all of the aforesaid purposes which can be conveniently carried on these systems, networks or platforms; and to plan, promote and take up necessary developmental work, selection of prospective / established Independent Power Producers / generating transmission / distribution companies utilities and enter into contracts / power purchase agreements / other agreements with them; to act as catalyst andalso to provide connected services to them so as to augment power generation, transmission, distribution, optimum utilisation of electrical power and its trading.
- 5. To develop, establish, plan, erect, construct, acquire, operate, run, manage, hire, lease, buy, sell, maintain, enlarge, alter, renovate, modernize, work and use power system networks of all types including uitra high voltage (UHV), extrahigh voltage (EHV), high voltage (HV), high voltage direct current (HVDC), medium voltage (MV) and low voltage (LV) lines and associated stations, substations, transmission and distribution centers, systems and networks and to lay cables, wires, accumulators, plants, motors, meters, apparatus, computers, telecommunication and telemetering equipments and other materials connected with generation, transmission, distribution, supply and activities relating to the electrical power and telecommunication signals and to

undertake for and on behalf of others all these activities in any manner and to develop, establish, plan, promote, build, maintain and operate an efficient and reliable power trading, transmission and distributing system, procure rights of way, use, easement for establishment of transmission lines, policies and procedures towards competitive procurement, transfer/ wheeling of power from the power producers / generating and transmission companies within India and abroad and supply within India and abroad and comply with the broad guidelines and objects laid down by the Government of India or any statutory / regulatory authorities created or established from time to time; and to provide services relating to transmission capacity like reactive power support, spinning and operating reserve, voltage and frequency control, energy imbalance etc. and also indulge in financial transmission rights and other derivative instruments.

## (b) Matters which are necessary for furtherance of the objects specified in clause 3(a) are:

- 1. To deal in by products, co-products of the bio-mass plants such as bio diesels and other similar hydro carbons and their derivatives including glycerine, organic manure etc. and to enter into agreement with Government, Statutory Authorities including State and Central Government agencies either in India or abroad for selling of carbon credit and also to apply for license, approval as may be required for selling CERs (carbon credit) to any countries, agencies and statutory bodies and also to companies in India or abroad.
- 2. To carry on any other business (whether manufacturing or otherwise), which in the opinion of the Board of Directors of the Company, is capable of being advantageously or conveniently carried on by the Company in connection with or as ancillary to any of the Company's objects or which it may be advisable to undertake with a view to developing, rendering valuable, prospecting or turning to account any property, real or personal, belonging to the Company or in which the Company may be interested.
- 3. To acquire by concession, grant, purchase, barter, lease, license or otherwise any tract or tracts on land or water in India or elsewhere together with such rights, as may be agreed upon and granted by Government or the rulers or owners thereof, and to expend such sums of money as may be deemed requisite and advisable in exploration, survey and development thereof.
- 4. To issue or allot fully or partly paid shares in the capital of the Company in payment or part payment of any movable or immovable property purchased or otherwise acquired by the Company or any services rendered to the Company.
- 5. To enter into any contract, agreements, memorandum of understanding, joint ventures, arrangements or such other mode of contracts, with Government of India, State Governments, Foreign Governments, Municipal / Local Authorities, Bodies Corporate, Persons or such other Authorities whether in India or elsewhere as the Company may deem fit on the basis of Build-Own-Lease-Transfer (BOLT), Built-Own-Operate-Transfer (BOOT), Built-Own-Operate (BOO), Built-Own-Operate-Maintain (BOOM), Build-Own-Transfer (BOT) or such other methods, to obtain from

- any Government Authority, persons or company any rights privileges, charters, contracts, licences, and concessions which the Company may think it desirable, and to carry out exercise and comply therewith or with any other company, firm or person for the carrying out by such other company, firm or person on behalf of the Company for the purposes of carrying out the objects for which the Company is formed.
- 6. To enter into any partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise with any person, firm or company carrying on or engaged in or about to carry on or to engage in any business or transaction which this Company is authorised to carry on and to act as the agents of any such person, firm or company and to lend money to guarantee the contracts of, or otherwise assist any such person, firm or company and to lend money to, guarantee the contracts of, and to take or otherwise acquire and hold shares and securities of any such firm or company and to sell, hold, reissue with or without guarantee or otherwise deal with the same and also to promote companies and invest in the shares thereof.
- 7. To apply for, promote and obtain any act, charter, privilege, concession, licence, authorisation, if any, of any Government, State or Municipality provisional order or licence of any authority for enabling the Company to carry on any of its objects into effect, or for extending any of the powers of the Company, or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests.
- 8. To become a member of other bodies of persons and association including societies, clubs and companies in India or outside, whether formed for profit or non-profit making activities.
- 9. To enter into collaboration agreements with Indian or foreign individuals companies or firms to acquire technical know-how, processes formulae, or scientific knowledge either by lump sum payment or otherwise.
- 10. To purchase, take on lease, licence or engage, hire or otherwise acquire, any real and personal, movable or immovable property and any rights or privileges which the company may think necessary or convenient for the purpose of its business, in particular any land, buildings, easements, machinery, plant, vehicle and stock intrade and to sell, lease, mortgage, exchange, convey or otherwise dispose of the same.
- 11. To build, construct, alter, maintain, enlarge, pull down, remove or replace and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engines, roads, branches or sidings, bridges, watercourse, wharves, electric works and other works and conveniences which may seem calculated directly or indirectly to advance the interest of the company and to join with other person or company doing any of these things.
- 12. To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the company and to guarantee the performance of any contracts or obligation and the payment of money by any such persons or companies and generally to give guarantees and indemnities or become sureties for any such

person or Company and to release or discharge any debt or obligation owing to the company.

- 13. To pay for any business, property or rights acquired or agreed to be acquired by the Company and to offer as security any property of the company for the due performance and fulfilment of the obligations of the company for such payment
- 14. To pay for any rights or property acquired by the Company and to remunerate any person or company, either 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 or partly in one mode and partly in another on such terms as the Company many think fit.
- 15. To draw, make, accept, endorge, discount, execute and issue promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments
- 16. To sell, lease, exchange, mortgage or otherwise dispose of the property, assets or undertaking of the company or any part thereof for such consideration as the company may think fit, and in particular for shares, stock, debentures, or other securities of any other company whether or not having objects altogether or in part similar to those of the company.
- 17. To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with all or any part of the property and rights of the company.
- 18. To undertake, carryout, promote, sponsor, conduct or assist any activity likely to promote, the general welfare and uplift of the public or any section of the public or employees in such manner and by such means as the directors may think fit from time to time and to take, buy or establish any Medical, Research centre, Trust, Institution or fund.
- 19. To create any depreciation fund, reserve fund, sinking fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the company or for any other purpose conducive to the interest of the company.
- 20. Subject to the Provisions of section 63 of the Companies Act, 2013, to place, to reserve or to distribute as bonus among the members, as the Company from time to time think fit.
- \*21. To agree to refer to Arbitration any claim, demand disputes present or future between the company and any other company, firm or individual and to submit the same to Arbitration in India or abroad either in accordance with Indian or any foreign legal systems
- 22. To establish, undertake, recognise or subscribe to any trust or trusts for the aims and objects mentioned in the above clauses.
- 23. To apply for or join in applying for, promote and obtain any privilege, concession, licence or authorisation of any Government, state or municipality, provisional order

- or licence of any authority for enabling the company to carry any of its objects into effect or for extending any powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose, which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.
- 24. To exercise all of the powers, rights and privileges of this Company and to conduct its business or any part thereof in any part or possession of India and in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, either alone or in conjunction with others, and to do all such other things, as are incidental or conducive to the attainment of the objects of the Company and for this purpose to establish offices and agents in India and elsewhere and discontinue the same as may seem expedient.
- 25. Subject to the Articles of Association of the Company for the time being, to sublease any technical data and other information relating to the manufacture or design of the products of the Company
- 26. To appoint attorneys for and on behalf of the Company and to execute the necessary powers to the said attorneys to act for and in the name of and on behalf of the company, and to revoke all or any of such powers and appointments as may be deemed expedient.
- 27. To train, pay for the training in India or abroad, of any of the Company's employees or persons to be employed by the company, all in the furtherance of the company's objects.
- 28. Subject to the provisions of the Act, to invest any money of the Company not required for the purpose of its business in such investment or securities as may seem expedient.
- 29. Subject to the provisions of the act, to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular, subject to the Articles of Association by the issuance of debentures, or debenture stock, perpetual or otherwise, and to secure the payment of any money borrowed or raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (present and future) including its uncalled capital.
- 30. To insure the whole or any part of the property of the Company either fully or partially, to protect and indemnify the Company, its employees, officers, and directors from liability or loss in any respect from liability or loss in any respect either fully or partially and also to insure and to protect and indemnify any part or portion thereof either on mutual principle or otherwise.
- 31. To take or otherwise acquire or hold shares in any other company having objects altogether or in part similar to those of the Company in terms of this Memorandum of Association so as directly or indirectly to benefit this Company.

- 32. 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 and also to apply for the necessary applications including PAN, TAN.
- 33. To guarantee the performance of any contract or obligation of any company, firm or person and to guarantee the payment and repayment of the capital and principal of, and dividend, interest of premium payable on any stock, shares or securities, debentures, debenture-stock, mortgages, loan or other securities issued by any company, corporation, firm or person, including (without prejudice to the said generally) bank overdrafts, bills of exchange and promissory notes and generally to give guarantees and indemnities
- 34. To acquire and undertake the whole or any part of the business, property or any liabilities of any person or company carrying on or proposing to carry on any business which the Company is proposing to carry on, any business which the Company is authorised to carry on, possessed of 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 directly or indirectly to benefit the Company.
- 35. To pay out of the fund of the Company all expenses which the Company be lawfully liable to pay with respect to the formation and registration of the Company or the issue of its capital including brokerage and commissions, for obtaining applications for or taking, placing or undertaking or procuring the underwriting of shares, debentures or other securities of the Company.
- 36. To manufacture, buy, sell, exchange, alter, improve, prepare for market and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, receptacles, substances, materials, articles, and things necessary or convenient for carrying on any of the business or processes of the Company usually dealt in by person engaged in the like business or processes.
- 37. To buy, sell, manufacture, refine, manipulate, import, export and deal in substances, apparatus and things capable of being used in any business of the Company or required by any customers or persons having dealings with the Company.
- 38. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertaking and generally of any assets, property or rights.
- 39. To carry on any business or branch of a business which this Company is authorised to carry on by means, or through the agency of any company or companies, and to enter into any arrangement with such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently to close any such branch or business.
- 40. To appoint Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.

- 41. To take part in the management, supervision and control of the business or operation of any company or undertaking having similar objects.
- 42. For the purpose mentioned in the preceding clause, to appoint and remunerate directors, trustees, accountants, consultants or other experts and agents.
- 43. To let on lease or on hire-purchase system or to lend or otherwise dispose of any property belonging to the Company, and to finance the purchase of any article or articles, whether made by the Company or not, by way of loans or by the purchase of any such article or articles and the letting thereof on the hire-purchase system or otherwise howsoever.
- 44. To amalgamate, enter into any partnership or partially amalgamate with or acquire interest in the business of any other company, person or firm carrying on or engaged in, or about to carry on or engage in any business or transaction included in the objects of the Company, or enter into any arrangement for sharing profits, or for cooperation, or limiting competition or for mutual assistance, with any such person, firm or company, or to acquire, carry on any other business auxiliary to the business of the Company or connected therewith or which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated indirectly to enhance the value of or render more profitable any of the Company's property, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, and 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.
- 45. To enter into any arrangement with any Government or authority, company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the company or for any other purpose which may seem directly or indirectly calculated to benefit the company.
- 46. To acquire, purchase, create, apply for, register, deal in sell and license, Intellectual Property such as Trade Marks, Trade names, Trade Secrets, Copyrights, Patents, Designs, Technical Know-How and any other industrial or intellectual property rights which it may seem to the Company desirable to acquire, create, apply for, register, deal in, sell and license for the furtherance of its business and also to protect, prolong and renew, whether in the India or elsewhere any Trade Marks, Trade names, Trade Secrets, Copyrights, Patents, Designs, Technical Know-How and any other industrial or intellectual property rights and to disclaim, alter, modify, use, deal in, sell and license and to manufacture under or grant licenses or privileges in respect of the Intellectual Property and to expand money in experimenting upon, testing and improving any Trade Marks, Trade names, Trade Secrets, Copyrights, Patents, Designs, Technical Know-How and other industrial or intellectual property rights which the Company may acquire or propose to acquire.
- 47. To establish, provide, maintain and conduct, or otherwise subsidise, research, laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on all scientific and technical researches, experiments, and tests of all kinds and to promote, studies and research, both scientific and technical investigations and inventions by providing, subsidising,

endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing for the remuneration of scientific or technical professors or teachers and by providing for the award of exhibitions, scholarships, price and grants to students or otherwise and generally to encourage, promoteand reward studies researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist or benefit directly or indirectly any of the business which the Company is authorised to carry on.

- 48. To make donations, including political donations, to such persons or institutions and in such cases, either of cash or any other assets, as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient, and in particular to remunerate any person or corporation introducing business to this Company, and also to subscribe, contribute, or otherwise assist or guarantee money for charitable, scientific, religious or benevolent, national, public or cultural, educational, or other institutions, objects, or for any exhibition or for any public general or other objects, and to establish and support or aid in the establishment and convenience for the benefit of the employees or ex-employees (including Directors), of the Company, or its predecessors in business or of persons having dealings with the Company or the dependents, relatives or connection of such persons and in particular friendly or other benefit societies, and to grant pensions, allowances, gratuities and bonuses, either by way of annual payment or a lump sum, and to make payment towards insurance and to form and contribute to provident benefit funds and other welfare funds of or for such persons.
- 49. To establish and maintain or procure the establishment and maintenance of any contributory pension or super-annuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were to any time in the employment or service of the Company, or of its predecessors in business or who are or were at any time Directors or officers of the Company, and the wives, widows, families, and dependents of any such persons and to also establish and subsidies and subscribe to any institutions, associations, trusts, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the aforesaid persons or the Company and make payments to or towards the insurance of any such person as aforesaid, and do any of the matters aforesaid.
- 50. 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 exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- 51. To act as principals, agents, factors, trustees, contractors, or otherwise, either alone or in conjunction with any other person, firm, association, corporate body, municipality, province, state, body politic or government or colony or dependency thereof.
- 52. To do all activities as electricians, electrical and mechanical engineers, suppliers of electricity for the purpose of light heat, motive power or otherwise, and manufactures of and dealers in apparatus and things required for or capable of being used in connection with the generation, distribution, supply, accumulation and

- employment of electricity, galvanism, magnetism or otherwise for the purpose of the business of the Company.
- 53. To pay all preliminary expenses of any company promoted by the Company or any company in which the Company is or may contemplate being interested, including such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- 54. To invest and deal with the money of the Company not immediately required in such manner as may from time to time be determined.
- 55. To carry out in any part of the world all or any part of the Company's objects as principles, agents, factors, trustees, contractor, or otherwise, either alone or in conjunction with any other person, firm, association, corporate body, municipality, province, state, body politic or government or colony or dependency thereof.
- 56. To exercise all or any of its corporate powers, rights privileges and to conduct its business in all or any of its branches in the Union of India and in any or all states, territories, possessions, colonies, and dependencies thereof and in any or all foreign countries, and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient.
- 57. To procure the Company to be registered with any association or recognised in any part of the world.
- 58. Subject to the provisions of the Companies Act 2013, in the event of winding up, to distribute among the members in specie any property of the Company, 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.
- IV. 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.
- V. The Share Capital of the Company is Rs.10,00,00,000/- (Rupees Ten Crore Only) divided into 1,00,00,000 (One Crore) Equity Shares of Rs.10/- (Rupee Ten) each\*

<sup>\*</sup>Amended vide Shareholders resolution passed at the Extra-ordinary General Meeting of the Company held on 4<sup>th</sup> September, 2020.

We, the several persons, whose names 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 number of shares in the capital of the company set against our respective names:

Name Address B	Subscriber Details		1
Name, Address, Description and Occupation	DIN/PAN/Passport Number	Number of Equity Shares taken	Signature of Subscriber
JSW Solar Limited CIN:U40200MH2018PLC303547. JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai-400051 (The Board Meeting vide resolution dated 19.02.2020 authorised Ms. Monica Chopra d/o Mr. Brij Kumar Chopra to sign on behalf of the Company, Occupation - Service)	ADKPA8134G	9,994	Sd/-
JSW Energy (Raigarh) Limited CIN:U40103MH2009PLC195362 JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai-400051 (The Board Meeting vide resolution dated 20.02.2020 authorised Ms. Vrushali Karnik d/o Mr. Prasad Karnik to sign on behalf of the Company, Occupation - Service)	BEPPK6832L	1	Sd/-
JSW Energy (Kutehr) Limited CIN:U40101HP2013PLC000345 JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai-400051 (The Board Meeting vide resolution dated 20.02.2020 authorised Mr. Venkata Ramakumar Susarla s/o Mr. Janakiram Susarla to sign on behalf of the Company, Occupation - Service)	ACOPP4992N	<b>1</b> .	Sd/-
JSW Hydro Energy Limited CIN:U40101HP2014PLC000681 Karcham-Wangtoo H. E. Project, Sholtu Colony, P O. Tapri – 172104, District Kinnaur (Himachal Pradesh) (The Finance committee vide resolution dated 20.02.2020 authorised Mr. Anoop Vaish s/o Mr. Shyamji Vaishto sign on behalf of the Company, Occupation - Service)	ABFPM1905J	1	Sd/-

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Limited CIN:U40101MH2011PLC212214 JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 (The Board Meeting vide resolution dated 20.02.2020 authorised Mr. Chittur Ramakrishnan Lakshman, s/o Mr. Chittur Lakshman Ramakrishnan to sign on behalf of the Company, Occupation - Service)	AACPC3087B		Sd/-
JSW Electric Vehicles Private Limited CIN:U35999MH2017PTC297470 Jindal Mansion, 5A, Dr. G. Deshmukh Marg, Mumbai– 400026 (The Board Meeting vide resolution dated 20.02.2020 authorised Mr. Chandra Prakash Tated s/o Mr. Bhanwer Lal Tated to sign on behalf of the Company, Occupation - Service)	ACLPT2846A	1	Sd/-
JSW Energy (Barmer) Limited CIN:U31102MH1996PLC185098 JSW Centre, Bandra (East), Mumbai-400051 (The Finance Committee vide resolution dated 20.02.2020 Mr. Narendra Vasant Rahalkar s/o Mr. Vasant Waman Rahalkar to sign on behalf of the Company, Occupation - Service)	AJEPS0790E	1	Sd/-
Total Shares taken	10,000	8	

# Dated 4th March, 2020

Signed before Me				
Name		Address, Description and Occupation	Membership Number	Signature
FCS Mr. Jain	Shreyans	Occupation: Company Secretary in Practice Address: Shreyans Jain & Co. (Company Secretaries) 117, Hubtown Solaris, N. S. Phadke Marg, Near East - West Flyover, Andheri (East)- 400 069, Maharashtra	8519 9	Sd/- /

# THE COMPANIES ACT, 2013

## A COMPANY LIMITED BY SHARES

### ARTICLES OF ASSOCIATION

OF

## **JSW RENEW ENERGY LIMITED**

Table F as notified under schedule I of the companies Act, 2013 is applicable to the company

#### Interpretation

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- In these regulations
  - (a) "the Act" means the Companies Act, 2013,
  - (b) "the seal" means the common seal of the 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

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- 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.
  - (ii) Every certificate shall be under the seal, if any, 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 recognised 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 recognise (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 subsection (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 authorise 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 by way 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 instalments.
- 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 to register --
  - (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 recognise any instrument of transfer unless --
  - (a) the instrument of transfer is in the form as prescribed in rules made under subsection (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 91 and 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 recognised 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 as 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 instalment 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 instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment 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; and
  - (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 heid 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.

### Capitalisation of profits

- 38. (i) The company in general meeting may, upon the recommendation of the Board, resolve --
  - (a) that it is desirable to capitalise 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 capitalised 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 in fractions; and
    - (b) to authorise 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 capitalisation, 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 capitalised, 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 rheeting 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 number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

Untill otherwise determined by a General Meeting of the Company by way of special resolution and subject to the provisions of Section 149 of the Act, the number of Directors shall not be less than three and not more than fifteen.

The First Directors of the Company shall be:

- 1) Mr. Sharad Mahendra
- 2) Mr. Anoop Vaish
- 3) Mr. Chittur Ramakrishnan Lakshman
- 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.

### 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 authorising 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.

#### The Seal

76. (i) The Board shall provide for the safe custody of the seal, if any.

(ii) The seal, if any, of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

#### Dividends and Reserve

- 77. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- 78. 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.
- 79. (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.
- 80. (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.
- 81. 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.
- 82. (i) Any dividend, interest or other monies payable in cash in respect of shares may be 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.
- 83. 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.
- 84. 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.
- 85. No dividend shall bear interest against the company.

#### Accounts

- \* 86. (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

- 87. 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

 88. 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		
Name, Address, Description and Occupation	DIN/PAN/Passport Number	Number of Equity Shares taken	Signature of Subscriber
LSW Solar Limited CIN:U40200MH2018PLC303547. JSW Centre,Bandra Kurla Complex, Bandra (East), Mumbai-400051 (The Board Meeting vide resolution dated 19.02.2020 authorised Ms. Monica Chopra d/o Mr. Brij Kumar Chopra to sign on behalf of the Company, Occupation - Service)	ADKPA8134G	9,994	Sd/-
JSW Energy (Raigarh) Limited CIN:U40103MH2009PLC195362 JSW Centre,Bandra Kurla Complex, Bandra (East), Mumbai-400051 (The Board Meeting vide resolution dated 20.02.2020 authorised Ms. Vrushali Karnik d/o Mr. Prasad Karnik to sign on	BEPPK6832L	1	Sd/-
behalf of the Company, Occupation - Service)  JSW Energy (Kutehr) Limited	ACOPP4992N	1	Sd/-
CIN:U40101HP2013PLC000345 JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai-400051 (The Board Meeting vide resolution dated 20.02.2020 authorised Mr. Venkata Ramakumar Susarla s/o Mr. Janakiram Susarla to sign on behalf of the Company, Occupation - Service)		A	10≥ ±
JSW Hydro Energy Limited CIN:U40101HP2014PLC000681 Karcham-Wangtoo H. E. Project, Sholtu Colony, P O. Tapri – 172104, District Kinnaur (Himachal Pradesh) (The Finance committee vide resolution dated 20.02.2020 authorised Mr. Anoop Vaish s/o Mr. Shyamji Vaishto sign on behalf of the Company, Occupation - Service)	ABFPM1905J	1	Sd/-

LION B	T		
JSW Power Trading Company Limited CIN:U40101MH2011PLC212214 JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 (The Board Meeting vide resolution dated 20.02.2020 authorised Mr. Chittur Ramakrishnan Lakshman, s/o Mr. Chittur Lakshman Ramakrishnan to sign on behalf of the Company, Occupation - Service)		1	Sd/-
JSW Electric Vehicles Private Limited	ACLPT2846A	1	Sd/-
CIN:U35999MH2017PTC297470 Jindal Mansion, 5A, Dr. G. Deshmukh Marg, Mumbai— 400026 (The Board Meeting vide resolution dated 20.02.2020 authorised Mr. Chandra Prakash Tated s/o Mr. Bhanwer Lal Tated to sign on behalf of the Company Occupation - Service)			
JSW Energy (Barmer) Limited CIN:U31102MH1996PLC185098 JSW Centre,Bandra Kurla Complex, Bandra (East), Mumbai-400051	AJEPS0790E	1	Sd/-
(The Finance Committee vide resolution dated 20.02.2020 Mr. Narendra Vasant Rahalkar s/o Mr. Vasant Waman Rahalkar to sign on behalf of the Company, Occupation - Service)			19 P S S S S S S S S S S S S S S S S S S
Total Shares taken	10,000		

Dated 4th March, 2020

Signed before Me			
Name	Address, Description and Occupation	Membership Number	Signature
FCS Mr. Shreyans Jain	Occupation: Company Secretary in Practice Address: Shreyans Jain & Co. (Company Secretaries) 117, Hubtown Solaris, N. S. Phadke Marg, Near East - West Flyover, Andheri (East)- 400 069, Maharashtra	8519	Sd/-

30%