

**Noida Office:**  
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**Delhi Office:**  
910/19, Suryakiran,  
Kasturba Gandhi Marg,  
New Delhi – 110 001  
T: +91-11-68172100

**Registered Office:**  
406, 4<sup>th</sup> Floor, Solaris One,  
N. S. Phadke Marg Andheri (E),  
Mumbai - 400069.  
T : +91-22-6140 8000  
E: [avaadaventures@avaada.com](mailto:avaadaventures@avaada.com)

To,

<b>Suvayu Ventures Private Limited</b> (formerly known as 'Viraj Solar Private Limited') (Trustee of Candor Trust) 406, 4th Floor, Solaris One, N.S. Phadke Marg, Andheri (East), Mumbai- 400069	<b>Integral Distributors LLP</b> 101, Sagar Sangeet, A.B. Nair Road, Juhu, Vile Parle (West), Mumbai- 400056
<b>Candor Renewable Energy Private Limited</b> 406, 4th Floor, Solaris One, N.S. Phadke Marg, Andheri (East), Mumbai- 400069	<b>Manav Kalyan Educare Private Limited</b> 11C, Ram Mohan, Dutta Road, Ground Floor, Kolkata- 700020

## NOTICE

**SHORTER NOTICE** is hereby given that the 2/2025-26 extra ordinary general meeting of the members of Avaada Ventures Private Limited will be held on Thursday, October 16, 2025 at 8.30 p.m. at its registered office situated at 406, 4<sup>th</sup> Floor, Solaris One, N. S. Phadke Marg, Andheri (East), Mumbai- 400069, to transact the following special business:

### 1. To approve the amendment to the Articles of Association of the Company:

To consider and if thought fit, to pass with or without modification, the following resolution as a **Special Resolution**:

**"RESOLVED THAT** pursuant to the provisions of Sections 5, 14 and other applicable provisions, if any of the Companies Act and rules notified thereunder, as amended and pursuant to the Debenture Subscription Agreement dated March 24, 2023 as amended and restated on June 6, 2024 and as further amended by way of the consent cum amendment agreement dated October 15, 2025 (the "DSA" and such amendment, the "DSA Amendment Agreement"), entered into by and among the Company, Mr. Vineet Mittal, Suvayu Ventures Private Limited (in its capacity as trustee of Candor Trust), Manav Kalyan Educare Private Limited, Candor Renewable Energy Private Limited, Integral Distributors LLP and Pentacap Advisors Private Limited (in its capacity as investment manager of India

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Renewables Opportunities Fund - Scheme III), the requirements prescribed by the stock exchanges where the equity shares of Avaada Electro Limited, its Wholly Owned Subsidiary is proposed to be listed and in accordance with the enabling provisions of the memorandum and articles of association, the consent and approval of the members be and is hereby accorded for proposed alteration of the existing set of articles of association of the Company as under, as placed before the members;

**I. Amendment in Clause b:**

**Existing Clause (b):** Notwithstanding anything to the contrary contained in Part I, Part II of these Articles shall apply to the Company, the Promoters (as defined in Part II), the Original Debenture Holder (as defined in Part II) and the other Debenture Holders (as defined in Part II), until the Listing Date (as defined in Part II). In case of inconsistency between Part I and Part II, the provisions of Part II shall prevail over Part I.

**Amended Clause (b):** Notwithstanding anything to the contrary contained in Part I, Part II of these Articles shall apply to the Company, the Promoters (as defined in Part II), the Original Debenture Holder (as defined in Part II) and the other Debenture Holders (as defined in Part II), until the Listing Date (as defined in Part II). In case of inconsistency between Part I and Part II, the provisions of Part II shall prevail over Part I. It is hereby clarified that on and from the Listing Date (as defined in Part III) Part II of these Articles shall automatically cease to have any force and effect, without any further action by the Company or by the shareholders of the Company.

**II. Amendment in Clause c:**

**Existing Clause (c):** Notwithstanding anything to the contrary contained in Part I, Part III of these Articles shall apply to the Company, the Promoters (as defined in Part III), the Original Debenture Holder (as defined in Part III) and the other Debenture Holders (as defined in Part III), on and from the Listing Date (as defined in Part III), without any further action by the Company or by the

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shareholders of the Company. In case of inconsistency between Part I and Part III, the provisions of Part III shall prevail over Part I. It is hereby clarified that on and from the Listing Date (as defined in Part III) Part II of these Articles shall automatically cease to have any force and effect, without any further action by the Company or by the shareholders of the Company.

**Amended Clause (c)** Notwithstanding anything to the contrary contained in Part I, Part III of these Articles shall apply to the Company, the Promoters (as defined in Part III), the Original Debenture Holder (as defined in Part III) and the other Debenture Holders (as defined in Part III), on and from the Listing Date (as defined in Part III), without any further action by the Company or by the shareholders of the Company. In case of inconsistency between Part I and Part III, the provisions of Part III shall prevail over Part I.

### III. Amendment in Clause d:

**Existing Clause (d):** (d) Upon the occurrence of the IPO Long Stop Date (as defined in Part II), (i) Part II of these Articles shall continue to remain in full force and effect; and (ii) Part III of these Articles shall be deemed to be automatically deleted from these Articles without any further action by the Company or by the shareholders of the Company.

**Amended Clause (d):** In case IPO Long Stop Date occurs (as defined in Part II), (i) Part II of these Articles shall continue to remain in full force and effect; and (ii) Part III of these Articles shall be deemed to be automatically deleted from these Articles without any further action by the Company or by the shareholders of the Company.

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#### IV. Amendment in Part II Clause 57. DEFINITIONS AND INTERPRETATION

Following definition has been **added**:

“**Avaada Green**” shall mean Avaada Green Fuels Private Limited (erstwhile Sunya Green Hydrogen Private Limited), a company incorporated under the Companies Act, 2013, with corporate identification number U40100UP2022PTC166229, having its registered office at C-11, Sector-65, Gautam Buddha Nagar, Noida, Uttar Pradesh – 201301, which expression shall include its successors

Following definition has been **deleted**:

“**Avaada GreenH2**” shall mean Avaada GreenH2 Private Limited, a company incorporated under the Companies Act, 2013, with corporate identification number U40100UP2022PTC165292, having its registered office at C-11, Sector-65, Gautam Buddha Nagar, Noida, Uttar Pradesh – 201301, which expression shall include its successors.

Following definition has been **amended**:

“**Debenture Subscription Agreement**” shall mean the debenture subscription agreement (together with all its Schedules) dated March 24, 2023, as amended and restated on June 7, 2024, and as amended by the consent cum amendment agreement dated October 15, 2025, entered amongst the Company, the Promoters and the Original Debenture Holder, as may be amended, modified, supplemented, novated and/or restated from time to time.



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Following definition has been **amended**:

**“IPO Long Stop Date”**

(d) The date on which the board of directors of Avaada Electro / committee of the board of directors of Avaada Electro decides to withdraw the Avaada Electro Liquidity Event C (As defined in the consent cum amendment agreement dated October 15, 2025;

**V. Amendment in Part III Clause 63. DEFINITIONS AND INTERPRETATION**

Following definition has been **added**:

**“Avaada Green”** shall mean Avaada Green Fuels Private Limited (erstwhile Sunya Green Hydrogen Private Limited), a company incorporated under the Companies Act, 2013, with corporate identification number U40100UP2022PTC166229, having its registered office at C-11, Sector-65, Gautam Buddha Nagar, Noida, Uttar Pradesh – 201301, which expression shall include its successors

Following definition has been **deleted**:

**Avaada GreenH2”** shall mean Avaada GreenH2 Private Limited, a company incorporated under the Companies Act, 2013, with corporate identification number U40100UP2022PTC165292, having its registered office at C-11, Sector-65, Gautam Buddha Nagar, Noida, Uttar Pradesh – 201301, which expression shall include its successors.

Following definition has been **amended**:



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“**Debenture Subscription Agreement**” shall mean the debenture subscription agreement (together with all its Schedules) dated March 24, 2023, as amended and restated on June 7, 2024, and as amended by the consent cum amendment agreement dated October 15, 2025, entered amongst the Company, the Promoters and the Original Debenture Holder, as may be amended, modified, supplemented, novated and/or restated from time to time.

Following definition has been **amended**:

“**IPO Long Stop Date**”

(d) The date on which the board of directors of Avaada Electro / committee of the board of directors of Avaada Electro decides to withdraw the Avaada Electro Liquidity Event C (As defined in the consent cum amendment agreement dated October 15, 2025;

**Addition of PART 2 A after PART 2**

**PART 2A**

**NEGATIVE COVENANTS AND UNDERTAKINGS IN RELATION TO AVAADA ELECTRO**

1. Undertaking or initiating any Liquidation Event at Avaada Electro;
2. Declare or pay any dividend, or other payment or distribution of any kind (whether in cash or equivalent distribution) to its shareholders, which is not in compliance with the Distribution Policy of Avaada Electro (provided that, until the Distribution Policy has been adopted by the board of directors of Avaada Electro, within the timelines provided in this Agreement, no distribution of any kind shall be made by Avaada Electro;
3. Enter into, undertake or initiate any amalgamation, consolidation, demerger, merger, restructuring, reconstitution, reorganisation or corporate reconstruction of Avaada

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Electro, other than any reorganisation or merger between (i) the Company and Avaada Electro wherein the resultant entity is the Company; (ii) two or more Intermediate Hold Cos, which are wholly owned by the Company; and/or (iii) any wholly owned Project Company into Avaada Electro wherein the resultant entity is Avaada Electro, and provided there is no direct or indirect adverse Tax impact on the Company and/or the Debenture Holders (or the unitholders of the Debenture Holders, where the Debenture Holder is a Category II Alternative Investment Fund) as a consequence thereof;

4. Any Disposal (including through a de-merger) of any assets of Avaada Electro (including its Intellectual Property), whether effected through a single transaction or a series of related transactions, where the aggregate value, in a Financial Year, of the assets of Avaada Electro being Disposed is (i) for an amount greater than INR 25,00,00,000 (Indian Rupees Twenty Five Crores only); and (ii) the Disposal is at a value lower than the 'fair market value' in respect of the concerned assets of Avaada Electro. Provided that, any wholly owned Subsidiary of Avaada Electro shall be permitted to Dispose of assets to Avaada Electro (i.e. the consolidated economic value of Avaada Electro does not reduce as a result of such Disposal);
5. Availing of any Financial Indebtedness (or provision of any guarantees) by Avaada Electro, other than the Permitted Indebtedness;
6. Disposal of any operating or under construction projects of Avaada Electro, exceeding on an individual basis, a value of INR 25,00,00,000 (Indian Rupees Twenty-Five Crores only) in any Financial Year, other than Disposal of a project a value which is higher than the 'fair market value' in respect of the concerned Project;
7. Amending the Charter Documents of Avaada Electro, which is or will be prejudicial to the rights of the Debenture Holders and/or the terms and conditions under the Debenture Documents;
8. Issuance of any Compulsory Convertibles or Securities by Avaada Electro to any Person other than the Company, in a manner not in compliance with the terms of this Agreement;

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9. Issuance of Compulsory Convertibles (other than the Excluded Debt) for an amount exceeding the INR equivalent of USD 300,000,000 (United States Dollars Three Hundred Million only), determined in INR at the RBI Reference Rate prevailing on the Date of Initial Allotment, in aggregate for the Group (as a whole);
10. Undertaking a Avaada Electro Secondary Event - D at a valuation that is lower than the Minimum Subsidiary Threshold Value and/or the Applicable Law FMV or such Avaada Electro Secondary Event - D is not in accordance with this Agreement;
12. Undertaking any single Avaada Electro Secondary Event - D by way of issuance of Securities by Avaada Electro which is split into two tranches in the same transaction, which is not a Qualifying Tranche Issuance;
13. Initiation of any action or event which would result in a Change of Control in respect of Avaada Electro;
14. Any material change to the general nature of its Business from that carried on at the Identified Date or undertake any new business;
15. Amending or modifying any of the Identified Non-Operational Policies (other than the RPT Policy and the Distribution Policy);
16. Any reduction, return, purchase, repay, cancellation, redemption, buy back, share split, change in par value, consolidation, sub-division, reconstruction, of its share capital or issuance of any of the Equity Shares of Avaada Electro, other than as contemplated in the Distribution Policy (provided that, until the Distribution Policy has been adopted by the board of directors of Avaada Electro, within the timelines provided in this Agreement, no distribution of any kind shall be made by Avaada Electro);
17. Any amendment or modification to the Emissions Reduction Plans;
18. Any change in the auditors of any Avaada Electro (which is not a Big Five entity or such other Person as may be mutually agreed between the Company and the Debenture Holders) or any change in the Financial Year of Avaada Electro, other

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than as mandatorily required under Applicable Law;

19. Entering into any arrangement, agreement or commitment (including any derivative transaction) with any Related Party or paying any fees, commissions or other sums on any account whatsoever to any Related Party other than as agreed in the RPT Policy;
20. Initiate or otherwise consent to any proposed settlement, resolution or compromise of any litigation, arbitration or other dispute with a Related Party, which has a monetary threshold, individually, of more than 5% of the net worth of Avaada Electro (on a consolidated basis, if applicable) determined basis the financial statements of Avaada Electro submitted to the Debenture Holders in accordance with this Agreement;
21. Making any loan or giving or issuing any guarantee or sponsor support or any other similar assurance to or for the benefit of or in respect of liabilities or obligations of, any other Person other than any loan guarantee or sponsor support or any other similar assurance to or for the benefit of any Person (other than a Related Party) for an amount not exceeding 10% of the profit before tax of Avaada Electro (on a consolidated basis, if applicable) in a Financial Year where providing such loan is necessary for the continuity of the relevant Business and the outstanding amounts due to such Intermediate Hold Co from any one Person does not exceed 50% (fifty percent) of such amount so extended, in a Financial Year;
22. Creation or subsistence of any Encumbrance on the assets of Avaada Electro other than a Permitted Encumbrance; and
23. Entering into any derivative transaction (including a derivative transaction involving foreign exchange), other than in the ordinary course of business and/or derivative transactions undertaken for interest or currency hedging any foreign currency Financial Indebtedness availed by the Group.



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**RESOLVED FURTHER THAT** for the purpose of giving effect to the above resolution, the Directors and the Company Secretary of the Company be and are hereby severally authorized to do all such acts, deeds, matters and things as they may, in their absolute discretion, deem necessary, proper or desirable for such purpose, and to make any filings, including with the Registrar of Companies, Uttar Pradesh at Kanpur/Ministry of Corporate Affairs, furnish any returns or submit any other documents to any regulatory or governmental authorities as may be required to do or cause to be done all such acts, deeds, matters and things to negotiate, finalize and execute all documents, papers, instruments and writings as they may deem necessary, proper, desirable or expedient in the matter.”

**By Order of the Board  
For Avaada Ventures Private Limited**

**Prakashchandra Khulbe  
Company Secretary  
Membership No. F13024**

**Date: October 16, 2025  
Place: Mumbai**



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**NOTES:**

1. A member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and a proxy need not be a member of the company. Proxies, in order to be effective, should be duly stamped, completed, signed and deposited at the Registered Office of the Company not less than 48 hours before the meeting.
2. In case of corporate shareholders proposing to participate at the meeting through their representative, necessary authorization under Section 113 of the Act for such representation may please be forwarded to the Company.
3. The explanatory statement, pursuant to Section 102(1) of the Companies Act, 2013, with regard to special business as mentioned in item no. 1 is enclosed.



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## EXPLANATORY STATEMENT UNDER SECTION 102(1) OF THE COMPANIES ACT, 2013:

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It is informed that in view of said proposal of Avaada Electro Limited ('AElectroL'), Wholly Owned Subsidiary of the Company to undertake an initial public offer of the equity shares bearing face value of Rs. 5/- each of AElectroL ("**Equity Shares**") which shall comprise a fresh issue of Equity Shares ("**Fresh Issue**") and an offer for sale of Equity Shares by existing shareholder of AElectroL viz. the Company ("**Selling Shareholder(s)**") ("**Offer for Sale**") (collectively, the "**Offer**"), for listing the Equity Shares of Avaada Electro on one or more of the recognised stock exchanges in India, the articles of association of the Company are required to be amended as per terms of the Debenture Subscription Agreement dated March 24, 2023 as amended and restated on June 6, 2024 and as further amended by way of the consent cum amendment agreement dated October 15, 2025 (the "DSA" and such amendment, the "DSA Amendment Agreement"), entered into by and among Avaada Ventures Private Limited ("AVPL"), Mr. Vineet Mittal, Suvayu Ventures Private Limited (in its capacity as trustee of Candor Trust), Manav Kalyan Educare Private Limited, Candor Renewable Energy Private Limited, Integral Distributors LLP and Pentacap Advisors Private Limited (in its capacity as investment manager of India Renewables Opportunities Fund - Scheme III) to enable AElectroL to comply with the requirements prescribed by relevant stock exchanges prior to filing of the pre-filed draft red herring prospectus with the Securities and Exchange Board of India ("**SEBI**") and the relevant stock exchanges. It is thus intended to amend the articles of association accordingly to enable proposed sale of Equity Shares.

The proposed alteration of articles of association requires approval of the members of the Company and your Board thus proposes the resolution to be passed as special resolution.



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Other than Mr. Vineet Mittal and Mrs. Sindoor Mittal, the Directors of the Company, none of the Directors or Key Managerial Personnel of the Company and their relatives are in any way concerned or interested in the above resolution.

**By Order of the Board  
For Avaada Ventures Private Limited**

**Prakashchandra Khulbe  
Company Secretary  
Membership No. F13024**

**Date: October 16, 2025  
Place: Mumbai**



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### ATTENDANCE SLIP

*To be handed over at the entrance of the Meeting Hall*  
2/2025-26 extra ordinary general meeting  
Thursday, October 16, 2025 at 8.30 p.m.


<b>Name of the Member(s)</b>	
<b>Registered address</b>	
<b>E-mail id</b>	
<b>Folio No./DP ID-client ID</b>	
<b>No. of Shares</b>	

I/We certify that I/We am/are the registered Member(s)/Proxy for the registered Member(s) of the Company.

I/We hereby record my/our presence at 1/2025-26 extra ordinary general meeting of the Company to be held on Thursday, October 16, 2025 at 8.30 p.m. at its registered office situated at 406, 4<sup>th</sup> Floor, Solaris One, N. S. Phadke Marg, Andheri (East), Mumbai- 400069.

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**Member's/Proxy Signature**

Note: Please complete this slip and hand it over at the entrance of the Meeting venue.  
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**FORM NO. MGT-11  
PROXY FORM**

**[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Management and Administration Rules, 2014]**

<b>CIN</b>	U40106MH2007PTC318041
<b>Name of the Company</b>	Avaada Ventures Private Limited
<b>Registered Office</b>	406, 4th Floor, Solaris One, N. S. Phadke Marg, Andheri (East), Mumbai – 400069
<b>Name of the member(s)</b>	
<b>Registered Address</b>	
<b>E-mail id</b>	
<b>Folio No./DP ID-client ID</b>	

I/We, being the member(s) of ..... shares of the above named Company, hereby appoint:

1.	Name	Address Signature: _____ or failing him
2.	Name	Address Signature: _____ or failing him
3.	Name	Address Signature: _____ or failing him

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the 1/2025-26 extra ordinary general meeting of the Company to be held on Thursday, October 16, 2025 at 8.30 p.m. at its registered office situated at 406, 4<sup>th</sup> Floor, Solaris One, N. S.



**Noida Office:**  
C-11, Sector-65,  
Gautam Buddha Nagar,  
Noida, UP-201301  
T: +91-120-6757000

**Delhi Office:**  
910/19, Suryakiran,  
Kasturba Gandhi Marg,  
New Delhi – 110 001  
T: +91-11-68172100

**Registered Office:**  
406, 4<sup>th</sup> Floor, Solaris One,  
N. S. Phadke Marg Andheri (E),  
Mumbai - 400069.  
T : +91-22-6140 8000  
E: [avaadaventures@avaada.com](mailto:avaadaventures@avaada.com)

Phadke Marg, Andheri (East), Mumbai- 400069 and at any adjournment thereof in respect of such resolution as is indicated below:

Sr. No. of resolution	Particulars	For	Against
1.	To approve amendment to the Articles of Association of the Company		

Signed this ..... day of ..... 2025

Affix Revenue Stamp
---------------------------

.....  
**Signature of shareholder**

.....  
**Signature of Proxy holder(s)**

**Notes:**

*This form, in order to be effective, should be duly stamped, completed, signed and deposited at the registered office of the Company, not less than 48 hours before the commencement of the meeting.*

*Notwithstanding the above the Proxies can vote on such other items which may be tabled at the meeting by the shareholders present.*



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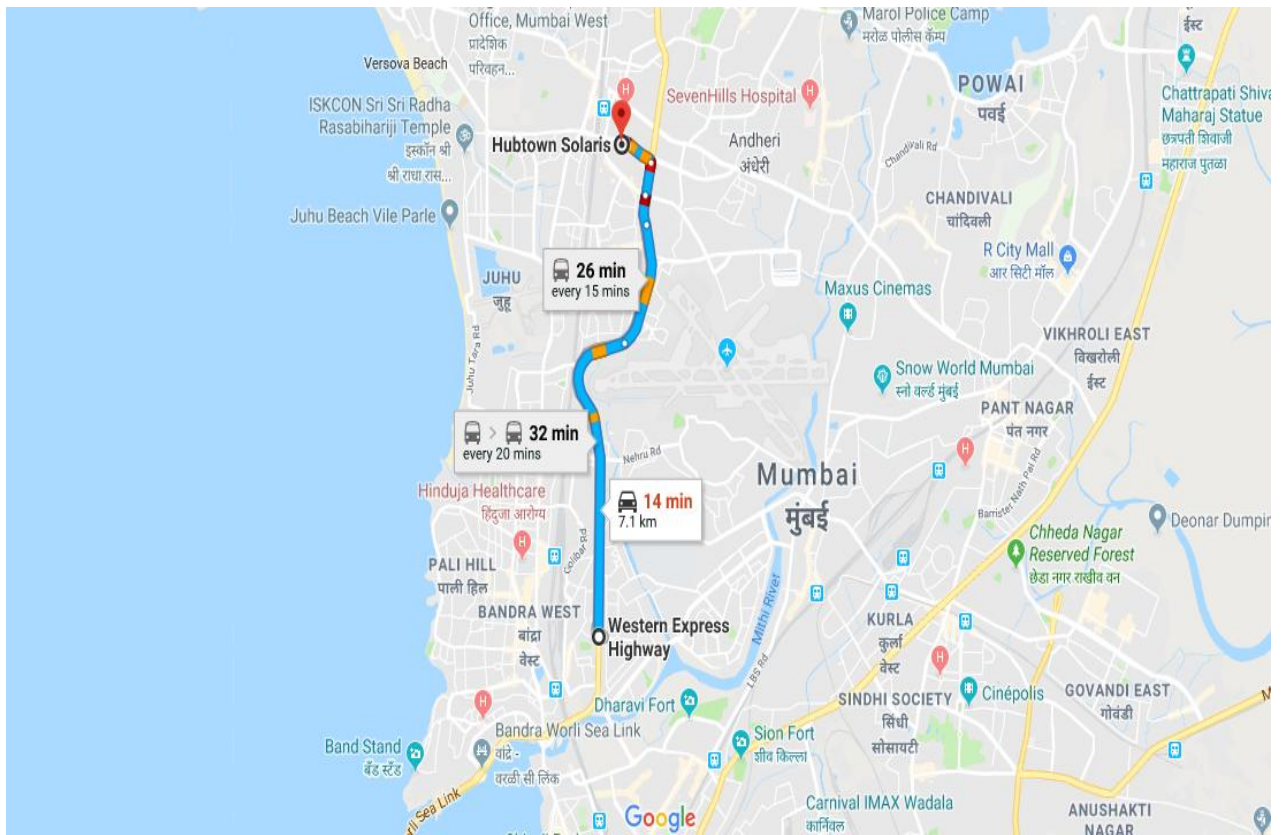
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**Route map and prominent land mark for easy location for venue of the 01<sup>st</sup> Extra Ordinary General Meeting of the Company during the Financial Year 2025-26.**

**Date: Thursday, October 16, 2025**

**Time: 8.30 p.m. (IST)**

**Venue: 406, 4th Floor, Solaris One, N.S. Phadke Marg, Andheri (East), Mumbai – 400069**



From Western Express Highway to said venue-Hubtown Solaris