

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE is hereby given that the 03RD Extraordinary General Meeting of the Members (“EGM”) of Continuum Green Energy Limited (Formerly Continuum Green Energy Private Limited and Continuum Green Energy (India) Private Limited) (the “Company” or “CGELI”) will be held at a shorter notice on at Wednesday, 07th October at 05:30 PM IST through video conferencing at 504, Delphi, C Wing, Hiranandani Business Park, Orchard Avenue, Powai, Mumbai – 400076, Maharashtra, India to transact the following businesses:

SPECIAL BUSINESS:**1. TO APPROVE THE CONSULTANCY ARRANGEMENT PROPOSED TO BE ENTERED INTO WITH MR. N. V. VENKATARAMANAN**

The members are requested to pass the following resolution with or without modification as an **Ordinary Resolution**:

“**RESOLVED THAT** pursuant to the provisions of Sections 177 and 188 and other applicable provisions, if any, of the Companies Act, 2013, read with the rules framed thereunder and other applicable laws, approval of the members be and is hereby accorded for entering into a consultancy arrangement between the Company and Mr. N. V. Venkataramanan, pursuant to which Mr. N. V. Venkataramanan shall provide consultancy and advisory services in relation to power scheduling, deviation settlement, construction technology adoption and such other services as may be agreed from time to time, for a period of twelve (12) months commencing from October 1, 2026, on such other terms and conditions as may be approved by the Board from time to time .

RESOLVED FURTHER THAT any of the Directors or Chief Financial Officer of the Company or Head-Legal of the Company or Company Secretary of the Company (“**Authorised Persons**”) be and are hereby authorised severally to certify the resolution and forward a certified true copy of the resolution to the concerned parties or departments as may be required from time to time.”

By Order of the Board
For Continuum Green Energy Limited
(Formerly Continuum Green Energy Private Limited and
Continuum Green Energy (India) Private Limited)



Mahendra Malviya
Company Secretary
ICSI Membership No. A27547

Date: October 07, 2026
Place: Mumbai

Registered office:

Survey No 356 & 391, Periyakumarapalayam Village Gudimangalam,
Dharapuram Taluk, Coimbatore, Tirupur District, Tamil Nadu 642201, India

Corporate office:

402 & 404, Delphi C Wing, Hiranandani Business Park,
Orchard Avenue, Powai, Mumbai – 400076 Maharashtra, India

**Notes:**

1. The extraordinary general meeting of the shareholders of the Company is being convened at a shorter notice pursuant to Section 101(1) of the Companies Act, 2013 with the consent given in writing/by electronic mode by majority in number of members entitled to vote and who represent not less than 95% of members of the Company. The shareholders are requested to sign the enclosed consent for shorter notice to attend the meeting and send it to the Company. Kindly make yourself available for the meeting.
2. A member entitled to attend, and vote is entitled to appoint a proxy to attend and vote on his / her behalf and the proxy need not be a member of the Company, subject to the provisions of Articles of Association of the Company. Pursuant to the provisions of Section 105 of the Companies Act, 2013, a person can act as a proxy on behalf of not more than fifty members and holding in aggregate not more than ten percent of the total share capital of the Company. A member holding more than ten percent of the total share capital of the Company may appoint a single person as proxy, who shall not act as a proxy for any other member. The instrument of proxy, in order to be effective, should be deposited at 402 & 404, Delphi, C Wing, Hiranandani Business Park, Orchard Avenue, Powai, Mumbai – 400076, Maharashtra, India, duly completed and signed, not later than 48 hours before the commencement of the meeting. A proxy form is annexed to this notice. Proxies submitted on behalf of limited companies, societies, etc., must be supported by an appropriate resolution / authority, as applicable.
3. The explanatory statement setting out the material facts pursuant to Section 102 of the Companies Act, 2013, relating to special business to be transacted at the meeting is annexed herewith and forms a part of this notice.
4. The Ministry of Corporate Affairs (MCA), vide its General Circular No. 03/2025 dated 22nd September, 2025 read with General Circular No. 14/2020 dated 8th April, 2020, General Circular No. 03/ 2022 dated May 5, 2022, General Circular No 11/2022 dated 28.12.2022, General Circular no. 09/2023 dated September 25, 2023 has allowed the Companies to conduct the EGM through Video Conferencing (VC) or Other Audio Visual Means (OAVM). Accordingly, the EGM is being conducted in compliance with the abovementioned circulars.
5. All relevant documents referred to in the accompanying notice and explanatory statements are open for inspection at the registered office and corporate office of the Company on all working days between 11.00 AM to 1.00 PM.
6. A corporate member intending to send its authorized representatives to attend the meeting in terms of Section 113 of the Companies Act, 2013, is requested to send to the Company a certified copy of the board resolution authorizing such representative to attend and vote on its behalf at the meeting.
7. Members/proxies/ authorized representatives are requested to sign the attendance register placed at the venue on the date of the extraordinary general meeting. Members are requested to write their client ID and DP ID numbers in the attendance register for attending the meeting.





8. The letter seeking approval of shareholders to convene the extraordinary general meeting of the Company at shorter notice is attached herewith, and members/proxies/ authorized representatives are requested to duly sign and provide the same.

**By Order of the Board
For Continuum Green Energy Limited
(Formerly Continuum Green Energy Private Limited and
Continuum Green Energy (India) Private Limited)**



Date: October 07, 2026

Place: Mumbai

Registered office:

Survey No 356 & 391, Periyakumarapalayam Village Gudimangalam,
Dharapuram Taluk, Coimbatore, Tirupur District, Tamil Nadu 642201, India

Corporate office:

402 & 404, Delphi C Wing, Hiranandani Business Park,
Orchard Avenue, Powai, Mumbai – 400076 Maharashtra, India

**Mahendra Malviya
Company Secretary
ICSI Membership No. A27547**

EXPLANATORY STATEMENT PURSANT TO SECTION 102 OF THE COMPANIES ACT, 2013

As required by Section 102 of the Companies Act, 2013, the following explanatory statement sets out all material facts relating to the special business mentioned in the accompanying notice dated October 07, 2026:

Mr. N. V. Venkataramanan presently serves as Whole-time Director and Chief Operating Officer of the Company and shall cease to hold such executive position due to his retirement with effect from September 30, 2026. Thereafter, he shall continue as a Non-Executive Director of the Company with effect from October 1, 2026.

Following his retirement from his executive position and employment with the Company, it is proposed to engage Mr. N. V. Venkataramanan under a consultancy arrangement for a period of twelve (12) months for providing advisory and consultancy services relating to power scheduling, deviation settlement, construction technology adoption and other related operational matters. The proposed engagement will enable the Company to continue to benefit from his knowledge, experience and expertise in relation to the aforesaid matters.

Mr. N. V. Venkataramanan, being a Non-Executive Director of the Company, qualifies as a Related Party under Section 2(76) of the Companies Act, 2013. Accordingly, the proposed consultancy arrangement constitutes a related party transaction and requires the approval of the Audit Committee pursuant to Sections 177 and 188 of the Companies Act, 2013. The Audit Committee has approved the proposed transaction by way of a resolution passed on September 29, 2026.

The Board of Directors has considered the terms and conditions of the proposed consultancy arrangement and is of the view that the proposed arrangement is in the interest of the Company.

Accordingly, the Board has approved the proposed consultancy arrangement and recommends the same for approval of the Members.

The material terms of the proposed related party transaction are as follows:

Name of Related Party & Nature of Relationship	Particulars of Transactions (including nature, pricing & key terms)	Value of Transactions
Mr N. V. Venkataramanan Non-Executive Director & Consultant	Nature & Purpose: Advisory and consultancy services based on the Consultant's operational experience and expertise in power scheduling, Deviation Settlement Mechanism (DSM) management, Power Plant Controller (PPC) philosophy, and renewable power plant performance monitoring and analytics. The engagement is advisory in nature and will involve providing assessments, preparing draft frameworks and making recommendations in relation to the aforesaid areas.	The Company shall pay the Consultant a monthly retainer, for the services provided hereunder, of INR 8,00,000 (Rupees Eight Lakhs Only), exclusive of Goods and Services Tax.





	Duration : 12 Months starting from 01 October 2026.	
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Except Mr. N. V. Venkataramanan, none of the Directors, Key Managerial Personnel of the Company or their respective relatives is concerned or interested, financially or otherwise, in the proposed resolution.

The Board recommends the resolution set out at Item No. 01 of the accompanying Notice for approval of the Members.

By Order of the Board
For Continuum Green Energy Limited
*(Formerly Continuum Green Energy Private Limited and
Continuum Green Energy (India) Private Limited)*



Mahendra Malviya
Company Secretary
ICSI Membership No. A27547

Date: October 07, 2026
Place: Mumbai

Registered office:

Survey No 356 & 391, Periyakumarapalayam Village Gudimangalam,
Dharapuram Taluk, Coimbatore, Tirupur District, Tamil Nadu 642201, India

Corporate office:

402 & 404, Delphi C Wing, Hiranandani Business Park,
Orchard Avenue, Powai, Mumbai – 400076 Maharashtra, India

E-COMMUNICATION REGISTRATION FORM

To
Continuum Green Energy Limited
(Formerly Continuum Green Energy Private Limited and
Continuum Green Energy (India) Private Limited)
Survey No 356 & 391, Periyakumarapalayam Village Gudimangalam,
Dharapuram Taluk, Coimbatore, Tirupur District - 642201, Tamil Nadu, India.

Dear Sir,

RE: Green Initiative in Corporate Governance

I / We agree to receive all communication from the Company in electronic mode. Please register my e-mail id in your records for sending communication through e-mail.

Folio No. / DP ID & Client ID:

Name of 1st Registered Holder:

Name of Joint Holder(s) :

Registered Address:

E -mail ID:

Date:

Signature of the first holder.....

Important Notes:

1. On registration, all the communication will be sent to the e-mail ID registered in the folio ID / DP ID & Client ID.

Members are also requested to confirm their email ID, or otherwise notify changes in the email ID, if there is any to which the Company could forward all communications, notices and copies of accounts. Unless otherwise modified by providing us communication in writing, the Company shall continue to send the notices/documents to you in the email ID referred to above.



**SHAREHOLDER'S CONSENT FOR HOLDING THE EXTRAORDINARY GENERAL MEETING OF THE COMPANY AT SHORTER NOTICE**

Consent by shareholder for shorter notice
[Pursuant to Section 101 of the Companies Act, 2013]

To,
The Board of Directors
CONTINUUM GREEN ENERGY LIMITED
(Formerly Continuum Green Energy Private Limited and Continuum Green Energy (India) Private Limited)
Survey No 356 & 391, Periyakumarapalayam Village Gudimangalam,
Dharapuram Taluk, Coimbatore, Tirupur District-642201, Tamil Nadu, India

Dear Ma'am/Sir,

Sub: Consent for holding the Extraordinary General Meeting of the Company at a shorter notice pursuant to Section 101(1) of the Companies Act, 2013

I/We, Mr./Ms./M/s. _____, son/daughter/wife of _____, residing/ / having registered office at _____, holding _____ ordinary equity shares of the Company, having a face value of INR 10 (Indian Rupees Ten only) each, hereby give my/our consent, pursuant to Section 101(1) of the Companies Act, 2013, for holding the Extraordinary General Meeting of the Company on _____, _____, 2026 through video conferencing at _____ IST at a shorter notice at 504, Delphi, C Wing, Hiranandani Business Park, Orchard Avenue, Powai, Mumbai – 400076, Maharashtra, India.

Yours truly,
[Insert Name]

Date: [●]
Place: [●]



Date: 25th September 2026

To

The Board of Directors

Continuum Green Energy Limited

(formerly Continuum Green Energy Private Limited and
Continuum Green Energy (India) Private Limited)

Address: Survey No. 356 & 391, Periyakumarapalayam Village, Gudimangalam,
Dharapuram Taluk, Tirupur District, Coimbatore – 642201, Tamil Nadu, India

Subject: Resignation from the position of Whole-time Director and Chief Operating Officer

Dear Members of the Board,

I, Nandiwada Venkatesan Venkataramanan, hereby tender my resignation from the office of Whole-time Director and Chief Operating Officer (COO) of Continuum Green Energy Limited (formerly Continuum Green Energy Private Limited and Continuum Green Energy (India) Private Limited) with effect from the close of business hours on September 30, 2026.

After careful consideration, I have decided to step down from my executive responsibilities with the Company. Accordingly, I request the Board to kindly take note of my resignation and relieve me from the office of Whole-time Director and Chief Operating Officer with effect from the aforesaid date.

Further, with effect from the aforesaid date, I also resign from all committees of the Board of the Company on which I currently serve, save and except the Committee of Directors, of which I shall continue to remain a member.

I further confirm that I shall continue to serve on the Board of the Company as a Non-Executive Director with effect from October 1, 2026, subject to the approval of the Board and such other regulatory and corporate approvals as may be required.

I would like to place on record my sincere gratitude to the Board of Directors, the management team and all employees of the Company for the support, trust and cooperation extended to me during my tenure. It has been an honour and privilege to serve the Company and contribute towards its growth and development.

I request the Company to undertake all necessary statutory filings, disclosures and other compliances required under applicable laws in connection with my resignation.

I wish the Company continued success and sustained growth in all its future endeavours.

Thank you.

Yours faithfully,

N. V. Venkataramanan

Nandiwada Venkatesan Venkataramanan
Whole-time Director & Chief Operating Officer
DIN: 01651045

Place: Mumbai

Received
M. H. S.

CONTINUUM GREEN ENERGY

Consultancy Retainer Agreement

Operational Advisory — Scheduling, PPC, DSM and Renewable Plant Performance

Between: Continuum Green Energy Limited ("the **Company**")

And: Mr N. V. Venkataramanan, Director ("the **Consultant**")

Term: 1 October 2026 to 30 September 2027

Principal for the engagement: The President, Mr. Amit Kansal

Purpose of this Agreement

Mr N. V. Venkataramanan ceases to hold executive office as Whole-time Director and Chief Operating Officer of the Company on 30 September 2026, and continues from 1 October 2026 as a non-executive director. The Chief Operating Officer role ceases to exist on that date, and the functions previously reporting to it report to the President.

The Company wishes to retain the Consultant's operational experience in power scheduling, Deviation Settlement Mechanism management, Power Plant Controller philosophy, and renewable plant performance monitoring and analytics. The engagement is advisory and produces assessments, draft frameworks and recommendations. It carries no executive authority, line management, operational control, implementation responsibility or decision rights.

Because the Consultant remains a director, the Agreement also separates his two capacities: what he does as a director of the Company, and what he does as a consultant.

"**Company**" shall refer to Continuum Green Energy Limited and "**Company Group**" shall refer to the Company and its affiliates and associates.

Terms of Engagement

1. Appointment, Status and Capacity

- 1.1** The Company appoints the Consultant, and the Consultant accepts appointment, to provide the advisory services set out in Schedule 1 (the "Services") on the terms of this Agreement.
- 1.2** In respect of the Services, the Consultant is engaged as an independent consultant. Nothing in this Agreement creates a relationship of employer and employee, partnership or joint venture, and the Consultant is not entitled to any employee benefit, leave entitlement, provident fund contribution, bonus, stock option or any other benefit of employment in respect of the Services from 1 October 2026. Entitlements accrued in respect of his prior employment shall be settled separately in accordance with law and the Company's policies.
- 1.3** In performing the Services the Consultant shall not hold himself out as an employee or executive officer of the Company Group, shall use no designation other than "Consultant" or, where accurate, "Director", and shall not use Company Group letterhead, business cards or an email signature block suggesting executive office or continuing management responsibility.
- 1.4** In his capacity as Consultant, he has no authority to bind the Company Group, to incur expenditure, to commit the Company Group to any obligation, to approve any payment, or to make any representation on the Company Group's behalf.

Capacity as director

- 1.5** The Consultant continues as a non-executive director of the Company with effect from 1 October 2026. Nothing in this Agreement limits, qualifies or affects his duties, rights, liabilities or obligations as a director, including his duties under Section 166 of the Companies Act, 2013.
- 1.6** The two capacities are separate. Acts done in board capacity are governed by the Companies Act, 2013, the Articles of Association and the Company's board governance framework. Acts done under this Agreement are governed by this Agreement.
- 1.7** The Consultant shall not use his position as a director to direct, influence or override any employee of the Company Group in relation to any matter within the scope of the Services, nor to secure the adoption of any recommendation made under this Agreement.
- 1.8** This Agreement is a related party transaction for the purposes of Sections 2(76) and 188 of the Companies Act, 2013, and is conditional upon, and shall take effect only from, approval by the Audit Committee under Section 177(4) and by the Board under Section 188, the Consultant having disclosed his interest under Section 184 and having neither participated in nor voted on the resolution.

2. Principal and Reporting Line

- 2.1** The President is the principal for this engagement as the entire scope of work falls within the remit of the President. The Consultant shall report to the President. The President commissions the work, receives and accepts all deliverables, resolves questions of scope, and is the channel for any request by the Consultant to the organisation.
- 2.2** The Consultant holds no line authority, functional authority or supervisory authority over any employee, contractor, consultant or agent of the Company Group. No employee of the Company Group reports to the Consultant, whether directly, indirectly, formally or informally.
- 2.3** The Consultant shall not issue any instruction, direction, target, approval or performance assessment to any employee of the Company Group.

- 2.4** In his capacity as Consultant, he shall not participate in, influence or be consulted on any decision concerning the appointment, evaluation, remuneration, promotion, discipline or exit of any employee. This clause does not restrict his participation, in board capacity, in any matter properly placed before the Board.

3. Access to Personnel, Sites and Data

- 3.1** All requests for data, documents, system access, access to employees/ vendors/ contractors/ suppliers, interviews or site visits shall be made to the President, or to the relevant function head with the President's prior knowledge.
- 3.2** The Consultant shall not represent the Company Group before, or engage on the Company Group's behalf with, any distribution company, State or Regional Load Despatch Centre, State or Central Electricity Regulatory Commission, transmission utility, nodal agency or any other governmental or regulatory authority.

4. Office Attendance

- 4.1** The Consultant shall attend the Company's office on one day per week, on days agreed with the President.

5. Scope Limitations and Exclusions

- 5.1** The Services are advisory. The Consultant reviews, assesses, analyses and recommends. Adoption, implementation, execution and operation of any recommendation rest solely with the accountable function head.
- 5.2** Clause 5.1 does not restrict any matter properly placed before the Board, subject to the recusal obligation at clause 11.4.

6. Deliverables and Acceptance

- 6.1** The Consultant shall produce the deliverables in written documents.

7. Time Commitment

- 7.1** The Consultant shall devote such time as is reasonably required to deliver the deliverables.

8. Fees

- 8.1** The Company shall pay the Consultant a monthly retainer, for the services provided hereunder, of ₹8,00,000 (Rupees eight lakhs only), exclusive of Goods and Services Tax.
- 8.2** The retainer shall be invoiced monthly in arrears, on or after the first day of the following month. Payment shall be made within 10 (ten) working days of receipt of a valid invoice.
- 8.3** The retainer is inclusive of all preparation, analysis, drafting and meeting time, and of travel within Mumbai.
- 8.4** Goods and Services Tax shall be paid at the applicable rate against a valid tax invoice. Tax shall be deducted at source in accordance with the Income-tax Act, 1961, and the Company shall issue the deduction certificate within thirty (30) days of the end of the month of deduction.

9. Expenses

- 9.1** Site travel shall be reimbursed at actuals against supporting documentation, in accordance with the Company's travel policy.

10. Standard of Performance

- 10.1** The Consultant shall perform the Services with the skill, care and diligence reasonably expected of a senior professional with his experience, and in accordance with applicable law, grid codes and regulatory requirements.
- 10.2** The Consultant shall comply with the Company's Code of Conduct, its anti-bribery and anti-corruption policy, the Prevention of Corruption Act, 1988, and the Prevention of Money Laundering Act, 2002, while engaged under this Agreement.

11. Conflict of Interest

- 11.1** The Consultant shall disclose to the Company, before commencement and thereafter as they arise, all engagements, directorships, advisory roles, shareholdings and commercial interests that could reasonably be regarded as conflicting with the Services.
- 11.2** Where a recommendation would affect the scope, pricing, performance obligations or contractual position of any original equipment manufacturer, contractor or vendor in which the Consultant has an interest or with which he has a continuing relationship, the Consultant shall disclose the interest and recuse himself from that part of the Services.
- 11.3** The Consultant shall not accept any fee, commission, gift or benefit from any vendor, contractor or original equipment manufacturer of the Company Group.
- 11.4** Where any matter placed before the Board or a committee arises from, relates to or would give effect to a recommendation made by the Consultant under this Agreement, or concerns this Agreement itself, the Consultant shall disclose his interest and shall recuse himself from the discussion and the decision. The recusal shall be recorded in the minutes on each occasion.
- 11.5** The Consultant may not engage with or provide services, in any form whatsoever, with any competitor of the Company Group.

12. Confidentiality

- 12.1** "Confidential Information" means all information relating to the Company Group and its subsidiaries, whether or not marked confidential, including generation data, plant performance data, scheduling and deviation data, power purchase agreements and tariffs, customer identities and terms, project economics, capital plans, financing terms, board and committee materials, vendor pricing and contractual terms, and all information the Consultant acquired during his employment as well as during this engagement.
- 12.2** The Consultant shall keep Confidential Information strictly confidential, use it solely for the performance of the Services, and disclose it to no person other than the Company or a person the Company has authorised in writing.
- 12.3** This obligation continues for five (5) years following the end of the Term, and indefinitely in respect of any information constituting a trade secret.
- 12.4** The Consultant acknowledges that the Company Group has listed debt securities and is preparing for a public equity offering, and that as a director he is a designated person under the Company's code of

conduct for the prevention of insider trading. He shall comply with that code in full, shall treat all unpublished price-sensitive information accordingly, and shall not deal in any security of the Company Group or of any listed counterparty on the basis of it.

13. Intellectual Property

- 13.1** All reports, standard operating procedures, control philosophies, baselines, models, templates, analyses, presentations and other work product created by the Consultant under this Agreement (the "Work Product") shall vest in the Company Group absolutely upon creation.
- 13.2** The Consultant hereby assigns to the Company all intellectual property rights in the Work Product, free of further consideration, and waives all moral rights in it to the extent permitted by law.
- 13.3** The Consultant shall deliver the Work Product in native editable formats and shall retain no copy following the end of the Term save as required by law.
- 13.4** The Consultant shall not reuse the Work Product, or any material part of it, for any other client or for his own account.

14. Data, Systems and Records

- 14.1** Company Group data shall be accessed only on Company systems or on a device approved by the Company. Company Group data shall not be transferred to personal email, personal cloud storage or personal devices.
- 14.2** System access shall be limited to what a specific deliverable requires, granted on the Company's approval, and read-only in respect of all operational and control systems. The Consultant shall have no access to any supervisory control system capable of altering plant operation.
- 14.3** On expiry or termination the Consultant shall return all Company Group property, documents, data and access credentials within seven (7) days.

15. Restrictive Covenants

- 15.1** During the Term and for twelve (12) months thereafter, the Consultant shall not solicit, entice or endeavour to entice away any employee, consultant, customer or contractor of the Company Group with whom he dealt during the Term.
- 15.2** During the Term, the Consultant shall not accept any employment, directorship, consultancy or advisory engagement with any independent power producer, renewable energy developer, contractor, supplier or any commercial and industrial open access supplier operating in India, without the prior written consent of the Chief Executive Officer.
- 15.3** During the Term and for twelve (12) months thereafter, the Consultant shall not solicit or accept business from any customer, vendor, supplier, contractor of the Company Group with whom he dealt during his employment or during the Term, in respect of the supply of electricity or related services.
- 15.4** The Consultant acknowledges that these covenants are reasonable and necessary to protect the Company Group's legitimate business interests, having regard to the confidential information and customer relationships to which he has had access. Each covenant is severable and independently enforceable.

16. Term and Termination

- 16.1** This Agreement commences on 1 October 2026 and expires on 30 September 2027 unless terminated earlier. Any extension requires a fresh written agreement signed by both parties.

- 16.2** Either party may terminate on thirty (30) days' written notice without cause.
- 16.3** The Company may terminate immediately by written notice on any breach of clauses 2 (Reporting Line), 3 (Access), 5 (Scope Limitations), 11 (Conflict of Interest), 12 (Confidentiality), 13 (Intellectual Property) or 15 (Restrictive Covenants).
- 16.4** On termination the Consultant is entitled to the retainer accrued to the date of termination and to reimbursement of approved expenses incurred. No other compensation is payable.
- 16.5** Expiry or termination of this Agreement does not of itself affect the Consultant's directorship, and cessation of the directorship for any reason does not of itself terminate this Agreement. Either may end or continue without the other.
- 16.6** On expiry or termination the Consultant shall deliver all completed and part-completed Work Product and shall provide a written handover of open matters to the Company within fifteen (15) days.

17. Liability and Indemnity

- 17.1** The Services are advisory. The Company retains sole responsibility for all decisions taken and actions implemented, including any decision to adopt or not to adopt a recommendation.
- 17.2** The Consultant's aggregate liability under this Agreement shall not exceed the total fees paid to him under it, save in respect of fraud, wilful misconduct or breach of clauses 12, 13 or 15, where no cap shall apply.
- 17.3** Neither party shall be liable for indirect or consequential loss.

18. Assignment and Subcontracting

- 18.1** The engagement is personal to the Consultant. He shall not assign, subcontract or delegate any part of the Services, nor engage any assistant or associate, without the Company's prior written consent.

19. Notices

- 19.1** Notices under this Agreement shall be in writing and delivered by hand or by email to the Company Secretary at the Company's registered office, and to the Consultant at the address recorded in the execution block.

20. Governing Law and Dispute Resolution

- 20.1** This Agreement is governed by the laws of India. The courts at Mumbai shall have exclusive jurisdiction, subject to clause 20.2.
- 20.2** Any dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, before a sole arbitrator appointed by mutual consent, seated at Mumbai, conducted in English. The award shall be final and binding.
- 20.3** Nothing in clause 20.2 prevents either party from seeking interim or injunctive relief from a court in respect of a breach of clauses 12, 13 or 15.

21. General

- 21.1** This Agreement, with its Schedules, constitutes the entire agreement between the parties in respect of the engagement and supersedes all prior discussions, proposals and understandings, whether written or oral, including the Consultant's proposed scope note.
- 21.2** No amendment is effective unless in writing and signed by both parties. No variation to scope is effective unless approved in writing by the Company.

- 21.3** No waiver of any breach operates as a waiver of any subsequent breach.
- 21.4** Clauses 12, 13, 14.3, 15, 17 and 20 survive expiry or termination.
- 21.5** This Agreement shall be entered in the register maintained under Section 189 of the Companies Act, 2013, and shall be disclosed in the Board's report and in the financial statements to the extent required by law.

Execution

Signed for and on behalf of Continuum Green Energy Limited:

For the Company	The Consultant
Signature: Name: Amit Kansal Designation: President Date:	Signature: Name: N. V. Venkataramanan Address: Date:

Schedule 1 — Scope of Services

The Services are exclusively advisory. The Consultant shall review, assess, analyse, develop draft frameworks and make recommendations to the President.

Operational Advisory — Scheduling, PPC, DSM and Renewable Plant Performance

This workstream comprises diagnostic, analytical and advisory work. Any procedure, baseline, control philosophy, benchmark or improvement measure prepared by the Consultant shall be a draft or recommendation for consideration, approval and implementation.

A.1 Scheduling process review and standardisation

- Review the existing power scheduling process, including the adequacy and accuracy of inputs received from distribution companies, nodal agencies, medium-term open access approvals and other relevant approved documents.
- Assess the existing process for review, reconciliation and finalisation of schedules across the Sales, O&M and QCA interfaces, including stakeholder review and sign-off, and identify gaps in ownership, accountability or control.
- Prepare a draft standard operating procedure covering the end-to-end scheduling process, including proposed responsibilities, timelines, approvals and escalation mechanisms.

A.2 PPC programming and operating philosophy

- Review the programming and operating philosophy of Power Plant Controllers installed at hybrid wind and solar sites.
- Assess whether existing PPC configuration and operating practices support planned generation schedules while meeting applicable grid and plant operating requirements.
- Identify opportunities to improve PPC response, generation control and coordination between renewable sources within hybrid projects, and submit recommendations.

A.3 DSM exposure

- Review the existing PPC control philosophy and operational processes at hybrid wind and solar projects and evaluate their effectiveness in managing deviation requirements.
- Identify operational and control-related gaps contributing to deviations and, where reliable data permits, analyse and quantify the resulting DSM exposure.
- Recommend control strategies and operating practices to improve schedule adherence and reduce DSM exposure and cost.

A.4 Base and hybrid generation scheduling

- Review the methodology for scheduling base generation alongside hybrid renewable generation at ongoing projects.
- Identify challenges in integrating base and hybrid generation into the scheduling process and recommend practical measures to improve schedule accuracy and operational coordination.
- Develop and present advisory approaches for reducing deviations and associated DSM requirements and costs.

Performance Monitoring and Analytics

This workstream involves review, analysis, baseline and benchmark development, and recommendations. Any procedure, baseline, control philosophy, benchmark or improvement measure prepared by the Consultant shall be a draft or recommendation for consideration, approval and implementation.

A.5 Performance monitoring and site-specific baseline development

- Review the existing process for monitoring the performance of renewable generation assets.
- Develop proposed site-specific performance baselines having regard to plant configuration, resource conditions, equipment characteristics and historical operating performance, for validation and approval by the Company.

- Identify reported performance gaps against the proposed or Company-approved baselines and recommend corrective or improvement measures for consideration.
- Recommend improvements to the process and format for periodic performance review and reporting.

A.6 Solar performance analytics

- Review the existing analytics process for solar plants and assess its effectiveness in identifying performance issues.
- Develop proposed site-specific solar performance benchmarks or baselines for meaningful comparison of actual and expected generation.
- Review the methodology used to identify losses, underperformance, equipment-related issues and other operational constraints.
- Recommend improvements to analytics, reporting and early identification of performance issues.