SAEL
SUSTAINABLE & AFFORDABLE ENERGY FOR LIFE

NOTICE OF EXTRA ORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT THE EXTRA-ORDINARY GENERAL MEETING (FY 2024-25) OF MEMBERS OF M/S. SAEL INDUSTRIES LIMITED WILL BE HELD ON THURSDAY, THE 23RD DAY OF JANUARY, 2025 AT 6:30 P.M. AT A SHORTER NOTICE THROUGH PHYSICAL/VIDEO CONFERENCING (VC)/OTHER AUDIO VISUAL MEANS, AT 3RD FLOOR, WORLDMARK-1, AEROCITY, NEW DELHI-110037 (DEEMED VENUE)TO TRANSACT THE FOLLOWING MATTER AS SPECIAL BUSINESS:

1. TO APPROVE OFFER AND ISSUANCE OF 32,25,000 EQUITY SHARES ON PREFERENTIAL BASIS TO THE PROMOTER DIRECTORS

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

"RESOLVED THAT pursuant to the provisions of Sections 42, 62(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 (hereinafter referred to as the "Act"), read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended, and the Companies (Share Capital and Debentures) Rules, 2014, as amended, and other relevant rules made thereunder (including any statutory modification(s) thereto or re-enactment thereof for the time being in force), as amended, and in accordance with other applicable rules, regulations, circulars, notifications, clarifications, and guidelines issued from time to time by the Ministry of Corporate Affairs and/or any other competent authorities, the consent of the Members of the Company be and is hereby accorded to create, issue, offer, and allot, on a preferential basis, 32,25,000 (Thirty Two Lakh Twenty Five Thousand) Equity Shares of face value of Rs. 10/- each and premium of Rs. 390/- each, to the Promoter Director, against the unsecured loan amounting to Rs. 129,00,00,000/- (Rupees One Hundred Twenty Nine Crore Only) received from them into equity shares, at an issue price of Rs. 400/- (Rupees Four Hundred Only) per Equity Share, pursuant to the share subscription agreement dated 18th January 2024 executed between M/s SAEL Industries Limited ("**Company**"), Norfund, Mr. Jasbir Singh, Mr. Sukhbir Singh, Mr. Laxit Awla, Sukhbir Singh HUF and Jasbir Singh and Sons HUF ("**Norfund SSA**") to the below mentioned identified investor:

S. No	Name of the proposed allottee	No. of equity shares proposed to be allotted
1.	Mr. Jasbir Singh	16,66,325
2.	Mr. Sukhbir Singh	13,95,193
3.	Mr. Laxit Awla	1,63,482
	Total	**32,25,000**

RESOLVED FURTHER THAT the drafts of the private placement offer letter in the format of Form PAS-4 under the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the application form as placed before the meeting be and are hereby approved and the Board or Company Secretary of the Company be and are hereby severally authorized to sign and issue the private placement offer letter and necessary annexures as may be required, to Promoter Directors .

RESOLVED FURTHER THAT pursuant to the provisions of the Act, the consent of the members is hereby granted to record the name of Promoter Directors and maintain such record of private placement offer of equity shares in the format of Form PAS-5 under the Companies (Prospectus and Allotment of Securities) Rules, 2014.

RESOLVED FURTHER THAT the aforesaid issue of Equity Shares shall be subject to the following terms and conditions:

a) The outstanding unsecured loan extended by the proposed allottee(s) shall be adjusted against the subscription/allotment of equity shares, meaning that the amount required to be paid towards the consideration for the equity shares shall be set off against the outstanding unsecured loan at the time of subscription for the equity shares.

b) Allotment of Equity shares shall only be made in dematerialized form."

RESOLVED FURTHER THAT the Equity Shares proposed to be allotted shall rank pari-passu in all respects, including with respect to dividends, with the existing fully paid-up Equity Shares of face value of Rs. 10/- each of the Company, subject to the relevant provisions contained in the Memorandum of Association and Articles of Association of the Company.

RESOLVED FURTHER THAT the Board of Directors and the Company Secretary of the Company be and are hereby severally authorised to do all such acts, deeds, matters and things as they may in their absolute discretion deem necessary and desirable for such purpose, including without limitation, issue private placement offer letter in the format of Form PAS-4 to Promoter Directors within the time prescribed under the Companies Act, 2013, to authenticate the entries made in Form PAS -5 and filing of necessary e-forms with the concerned Registrar of Companies, as may be required in this connection and incidental thereto.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, any Director of the Company be and is hereby severally authorized to do all such acts, deeds, matters, and things as they may, in their absolute discretion, consider necessary, desirable, or expedient, including the filing of requisite documents with the Registrar of Companies, National Securities Depository Limited (NSDL), and/or such other authorities as may be necessary for the purpose, to resolve and settle any questions and difficulties that may arise in the proposed issue, offer, and allotment of the said Equity Shares, and signing of all deeds and documents as may be required, without being required to seek any further consent or approval of the shareholders."

2. APPROVAL FOR OFFER AND ISSUE OF UPTO 33,00,000 COMPULSORILY CONVERTIBLE PREFERENCE SHARES ("CCPS") ON PRIVATE PLACEMENT BASIS TO NORFUND

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

"RESOLVED THAT pursuant to the provisions of sections 23, 42, 55 and 62 of the Companies Act, 2013 **("Act")** read with the Companies (Share capital and Debentures) Rules, 2014, the Companies (Prospectus and Allotment of Securities) Rules, 2014, and such other applicable provisions of the Act (including any statutory amendments(s), modification(s) or re-enactment(s) thereof for the time being in force), if any, and in accordance with the provisions of applicable laws, such other approvals, permissions and sanctions as may be necessary under the applicable laws and subject to such conditions and modifications as may be prescribed in granting of such approvals, permissions and sanctions by any authorities,: (i) the enabling provisions in the memorandum of association and articles of association of the Company, (ii) the provisions of the Foreign Exchange Management Act, 1999 and the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 issued thereunder (including any statutory amendments(s), modification(s) or re-enactment(s) thereof for the time being in force), (iv) the Securities Subscription Agreement dated January 18, 2024 entered into between the Company, Norfund, Mr. Jasbir Singh, Mr. Sukhbir Singh, Mr. Laxit Awla, Sukhbir Singh HUF and Jasbir Singh and Sons HUF ("**Norfund SSA**"), and (v) the Shareholders' Agreement dated January 18, 2024 entered into between the Company, United States International Development Finance Corporation `("**DFC**"), Norfund, Mr. Jasbir Singh, Mr. Sukhbir Singh, Mr. Laxit Awla, Sukhbir Singh HUF and Jasbir Singh and Sons HUF ("**Shareholders' Agreement**"), the approval of the members be and is hereby granted to offer, issue and allot, free and clear of all encumbrances, up to 33,00,000 compulsorily convertible preference shares ("**CCPS**") at a face value of INR 10/- (Indian Rupees Ten only) each, and a premium of INR 390/- (Indian Rupees Three Hundred and Ninety) each, for the aggregate value of INR equivalent of USD 1,50,00,000 to Norfund, in accordance with and subject to the provisions of the Norfund SSA, on private placement basis at the price determined in accordance with the valuation report dated January 15, 2025, issued by Chartered Accountant Ms. FCA Gunjan Agrawal, a registered valuer holding registration number IBBI/RV/06/2019/11466. The proposed investor and the terms and conditions of the issue are set out below and are hereby approved."

S. No	Name of identified investor	No of CCPS to be offered	Issue price per Preference share (Rs.)	Subscription money (Rs.)
1	Norfund	Up to 33,00,000*	400	INR equivalent to USD 1,50,00,000
*This number has been added as an illustration. If as per the foreign exchange rate, 1 USD is equal to INR 88, then the Company would issue 33,00,000 CCPS to Norfund on the date of allotment of such CCPS. As the actual amount to be remitted by Norfund to the Company will be dependent on the US dollar to INR exchange rate at the time of issuance and remittance of money, the number of CCPS which can be offered has been rounded off to the limit of 33,00,000 CCPS to Norfund, and the actual number of CCPS which Norfund will be dependent on US dollar to INR exchange rate at the relevant time.				

RESOLVED FURTHER THAT the terms of the CCPS proposed to be issued shall be as per Annexure A.

RESOLVED FURTHER THAT the following shall be the Terms and conditions of the proposed CCPS issuance.

- **Face Value per share**: INR 10/- (Indian Rupees Ten only)
- **Premium per share**: INR 390/- (Indian Rupees Three Hundred and Ninety only)
- **Conversion Events**: As per the terms of CCPS set out in **Annexure A**, and subject to the terms and conditions of the Norfund SSA and the Shareholders' Agreement.
- **Coupon Rate**: 5% (five per cent.) per annum, in the manner set out in **Annexure A**.
- **Mode of Allotment**: CCPS will be issued in dematerialized form.
- **Availability of Period**: As per the provisions of the Norfund SSA

RESOLVED FURTHER THAT the particulars required to be disclosed in accordance with Rule 9(2) of the Companies (Share Capital and Debentures) Rules, 2014 for the issuance of CCPS are as under:

S. No.	Characteristic	Particulars
1.	The priority with respect to payment of dividend or repayment of capital vis-a-vis equity shares	As set out under **Annexure A**
2.	The participation in surplus fund	Not applicable
3.	The participation in surplus assets and profits, on winding-up which may remain after the entire capital has been repaid	As set out under **Annexure A**
4.	The conversion of preference shares into equity shares	As set out under **Annexure A**
5.	The Voting Rights	The CCPS shall not carry any voting rights, other than to the extent permitted under Applicable Law
6.	The payment of dividend on cumulative or non-cumulative basis.	Cumulative basis (as set out in **Annexure A**)

7.	The redemption of preference shares	Not Applicable as the shares being issued are compulsorily convertible preference shares

RESOLVED FURTHER THAT the consent of the members of the Company is hereby accorded to record the name and details of Norfund in Form No. PAS-5 and issue a serially numbered private placement offer cum application letter in Form No. PAS-4, to Norfund, inviting it to subscribe to the CCPS in accordance with the provisions of the Act.

RESOLVED FURTHER THAT the members do and hereby take note that the proposed issuance does not constitute a new issue of equity securities as contemplated under Clause 10.1.1 (Right of Pre-Emption) of the Shareholders' Agreement and does not trigger the right of pre-emption as set forth therein.

RESOLVED FURTHER THAT the board of directors of the Company ("Board") be and are hereby authorized to do all such acts, deeds and things and execute all such deeds, documents and writings, as it may in its absolute discretion deem necessary or incidental, and pay such fees and incur such expenses in relation to the foregoing resolution, as it may deem appropriate, which shall include but not be limited to (i) filing requisite documents with the Ministry of Corporate Affairs and other applicable regulatory authorities, and (ii) filing of requisite documents with the depositories.

RESOLVED FURTHER THAT the Board or the Company Secretary of the Company, be and are hereby severally authorized for and on behalf of the Company, to issue certified true copies of this resolution.

Annexure A: Terms of CCPS

1. DEFINITIONS AND INTERPRETATION

The following capitalised terms defined by inclusion in quotations or parenthesis shall have the meaning so ascribed to them for the purpose of this **Annexure A**. Capitalised terms used but not defined in this **Annexure A** shall, unless the context otherwise requires, have the respective meaning ascribed thereto in the Shareholders Agreement dated January 18, 2024 entered into between the Company, Norfund, The United States International Development Finance Corporation ("**DFC**"), Mr. Jasbir Singh, Mr. Sukhbir Singh, Mr. Laxit Awla, Sukhbir Singh HUF and Jasbir Singh and Sons HUF ("**Shareholders' Agreement**"). A reference to a Clause, sub-clause, or Schedule is a reference to a Clause, sub-clause, or Schedule of or to the Shareholders' Agreement.

"**Agreed Conversion Event**" means occurrence of any of the following events, if the conversion of Investor Equity Securities is required to consummate the Transfer of Investor Equity Securities pursuant to occurrence of such event, subject to the relevant provisions of the Shareholders' Agreement:

(i) issuance of the Call Notice in accordance with **Clause 4.5.4** (*Failure to resolve the Deadlock*); or

(ii) execution of definitive documents for sale of Assets to undertake Asset Sale in terms of **Clause 11.3** (***Asset Sale***) or as mutually agreed between the Company and the Investors; or

(iii) execution of definitive documents for sale of Investor Equity Securities to undertake Investor Controlled Sale or as maybe mutually agreed between the Company and Norfund ("**ICS Conversion Event**"); or

(iv) execution of definitive documents for sale of ICS Securities to undertake Investor Controlled Sale or as maybe mutually agreed between the Company and Norfund; or

(v) issuance of Pre-Exercise Notice or as maybe mutually agreed between the Company and the relevant Investor; or

(vi) issuance of Exit Drag Notice by the Investor or as maybe mutually agreed between the Company and

the relevant Investor ("**Drag Conversion Event**"); or

(vii) upon issuance of Default Put Notice by the Investor or as maybe mutually agreed between the Company and the relevant Investor; or

(viii) upon issuance of Exit Buy Notice in terms of **Clause 11.7.1** (*Exit Right of First Offer*) or as maybe mutually agreed between the Company and the relevant Investor; or

(ix) issuance of the Sponsor Call Notice in accordance with **Clause 11.8.1** (*Sponsor Call Option*); or

(x) Liquidation Event;

"**Agreed Conversion Notice**" shall mean the notice issued by the relevant Investor or the Sponsors to convert the CCPS into Equity Shares at the Agreed Conversion Ratio, in accordance with the terms of the Shareholders' Agreement.

"**Agreed Conversion Ratio**" shall mean:

(a) for ICS Conversion Event, the ratio between the relevant ICS Investor Specified Amount and the ICS Valuation; or

(b) for Drag Conversion Event, the ratio between the relevant Drag Investor Specified Amount and the Drag Valuation; or

(c) for any other Agreed Conversion Event, subject to anti-dilution provisions in paragraph 8 below, the ratio between the relevant Investor Specified Amount and the Valuation at the time of occurrence of Agreed Conversion Event;

"**Conversion Event**" shall mean the occurrence of any of the following (i) IPO Conversion Date; (ii) TPS Date; or (iii) Mandatory Conversion Date;

"**Conversion Ratio**" shall mean the occurrence of any of the following (i) IPO Conversion Ratio; (ii) TPS Conversion Ratio; or (iii) Mandatory Conversion Ratio, as applicable to the event;

"**Drag Valuation**" shall mean the higher of (a) Valuation at the time of occurrence of Drag Conversion Event; and (b) valuation on the basis of which Exit Drag Along Price has been arrived at;

"**DRHP**" means draft red herring prospectus as defined under Applicable Law;

"**Floor Valuation**" means the Valuation at the time of issuance of CCPS and shared with the relevant Investor pursuant to paragraph 1 of Schedule 3 and paragraph 1 of Schedule 8 (as applicable) of Norfund SSA 1, paragraph 1 of Schedule 3, paragraph 1 of Schedule 8 and paragraph 1 of Schedule 15 (as applicable) of Norfund SSA 2 and paragraph 1 of Schedule 3 of the DFC SSA, as applicable;

"**ICS Valuation**" shall mean the higher of (a) Valuation at the time of occurrence of ICS Conversion Event; and (b) valuation on the basis of which Investor Sale Price has been arrived at;

"**Investor Converted Securities**" shall mean the (i) Equity Shares issued and allotted to the Investors on conversion of the CCPS in terms of the Shareholders' Agreement; and (ii) Equity Shares issued and allotted to the Norfund and DFC on the Norfund First Tranche Closing Date and the DFC Closing Date respectively;

"**Investor Equity Securities**" shall mean (a) CCPS; and (b) Equity Shares issued to each Investor;

"**IPO Conversion Date**" shall mean 10 (ten) days prior to filing of the final and updated DRHP by the Company with the Securities and Exchange Board of India or such longer period as may be required under Applicable Law;

"**IPO Conversion Ratio**" shall mean the ratio between the relevant IPO Investor Specified Amount and the IPO Discounted Valuation;

"**IPO Discounted Valuation**" if the CCPS are to be converted on the occurrence of IPO Conversion Date, then an amount which is at a discount of 5% (five percent) to the post-money valuation of the Company ascribed by the merchant bankers appointed by the Board in accordance with the Shareholders' Agreement (where the per-share price at the middle of the price band proposed shall be considered);

"**Liquidation Event**" means any liquidation, dissolution or winding up of the Company, either voluntary or involuntary;

"**Mandatory Conversion Ratio**" shall mean the ratio between the relevant Mandatory Conversion Investor Specified Amount and the Mandatory Conversion Valuation;

"**Mandatory Conversion Valuation**" shall mean the Fair Market Value of the Company upon the occurrence of the Mandatory Conversion Date;

"**Mandatory Conversion Date**" means 16 October 2043. However, for the purpose of the CCPS issued on the Norfund First Tranche Closing Date, the term Mandatory Conversion Date shall mean the date falling 20 (twenty) years from the Norfund First Tranche Closing Date;

"NDI Rules" shall mean Foreign Exchange Management (Non-debt Instrument) Rules, 2019 (as amended from time to time);

"**TPS Conversion Ratio**" shall mean the ratio between the relevant TPS Investor Specified Amount and the Third Party Sale Valuation;

"Valuation" means the aggregate value of the Equity Securities as per the methodology prescribed under the NDI Rules, 2019; and

"**Valuation Certificate**" shall mean the certificate of Valuation issued by an Independent Valuer.

2. GENERAL TERMS

The CCPS shall be fully paid compulsorily convertible preference shares having face value of INR 10 (Indian Rupees Ten) each and issued in accordance with the terms and conditions set out herein.

3. VOTING RIGHTS

The CCPS shall not carry any voting rights, other than to the extent permitted under Applicable Law.

4. TRANSFER

The CCPS shall be subject to the transfer restrictions set out in the Shareholders' Agreement.

5. DIVIDEND ON CCPS

5.1 Dividend

(a) each CCPS shall carry a right to receive Preference Dividend.

(b) The Preference Dividend shall accrue daily on the basis of 365 (three hundred and sixty five) days fiscal year and when declared by the Board shall be payable, in cash or in such other manner as may

be agreed among the Parties (subject to Applicable Law), within 15 (fifteen) days of finalization of the audited consolidated financial statements of the Company for the relevant Financial Year.

(c) Except the Preference Dividend payable to the Investor as set out in **Schedule 4** *(Terms of CCPS)* of the Shareholders' Agreement, the Company shall not declare any dividends to the Existing Shareholders prior to the conversion of the CCPS into Equity Shares in accordance with this **Schedule 4** *(Terms of CCPS)* of the Shareholders' Agreement.

(d) If Preference Dividend has been declared by the Company but has not been paid, pending which the CCPS are Transferred, then the Preference Dividend on such CCPS shall be paid to the Person(s) who held the CCPS as on the date of such declaration of Preference Dividend.

(e) Upon conversion of the CCPS into Equity Shares, the holders of the CCPS shall be entitled to participate in the dividend declared on the Equity Shares on a *pari passu* basis with the holders of all other Equity Shares.

6. CONVERSION

6.1 Agreed Conversion Event

(a) Unless otherwise provided in the Shareholders' Agreement (including relevant provisions under **Clause 4.5.5** (*Procedure for the right to exercise call option*), **Clause 11.3** (*Asset Sale*), **Clause 11.4** (*Investor Controlled Sale*), **Clause 11.5** (*Exit Put-Option*), **Clause 11.6** (*Drag Sale*), **Clause 11.7** (*Exit Right of First Offer*), **Clause 11.8** (*Sponsor Call Optio*n) and **Clause 12.1** (*Sponsors Event of Default*), on occurrence of an Agreed Conversion Event, pursuant to which, if the conversion of Investor Equity Securities is required to consummate the Transfer of Investor Equity Securities, the relevant Investor may issue a notice to the Company and require the Company to appoint an Accounting Firm and Independent Valuer of Investor's choice for determination of the Valuation ("**Valuation Determination Notice"**). Within a period of 30 (thirty) days of receipt of Valuation Determination Notice, the Company shall provide to the relevant Investor a Valuation Certificate prepared by an Independent Valuer. It is hereby clarified that for the purpose of **Clause 4.5.5** (*Procedure for the right to exercise call option*), **Clause 11.3** (*Asset Sale*), **Clause 11.4** (*Investor Controlled Sale*), **Clause 11.5** (*Exit Put-Option*), **Clause 11.6** (*Drag Sale*), **Clause 11.7** (*Exit Right of First Offer*), **Clause 11.8** (*Sponsor Call Optio*n) and **Clause 12.1** (*Sponsors Event of Default*), the provisions of the Shareholders' Agreement shall prevail over this Paragraph 6.1(a).

(b) Unless otherwise provided in the Shareholders' Agreement, the relevant Investor shall have the right to issue the Agreed Conversion Notice for a period of 15 (fifteen) Business Days of the receipt of the Valuation Certificate as per Paragraph 6.1(a).

(c) Upon receipt of the Agreed Conversion Notice in accordance with (i) paragraph (b) above or (ii) **Clause 11.4** (*Investor Controlled Sale*), **Clause 11.5** (*Exit Put-Option*), **Clause 11.6** (*Drag Sale*), **Clause 11.7** (*Exit Right of First Offer*), **Clause 12.1** (*Sponsors Event of Default*) of the Shareholders' Agreement, the Company shall and the Sponsors shall ensure that the Company and the Board shall, without any delay, undertake all the corporate actions to convert all the CCPS into Equity Shares as per the Agreed Conversion Ratio, subject to the Floor Valuation, where such conversion will be deemed to have taken into effect from the date of Agreed Conversion Notice.

(d) The Company shall undertake all the actions for conversion of the CPPS into Equity Shares in compliance with Applicable Law.

6.2 Conversion Event

(a) On occurrence of Conversion Event, the Company and the Board shall undertake all the corporate actions to convert the CCPS into Equity Shares, as per the terms of **Schedule 4** *(Terms of CCPS*) of

the Shareholders' Agreement.

(b) On the occurrence of a Conversion Event the Company shall convert all the CCPS into Equity Shares as per the applicable Conversion Ratio, subject to the anti-dilution provision in paragraph 8 below and subject the Floor Valuation.

(c) The Company shall undertake all the actions for conversion of the CPPS into Equity Shares in compliance with Applicable Law.

(d) The Company shall do all such acts and deeds as may be necessary to give effect to the provisions of this paragraph 6.

7. LIQUIDATION PREFERENCE

7.1 The relevant Investor shall be entitled to liquidation preference in accordance with **Clause 9** (*Liquidation Preference*) of the Shareholders' Agreement.

8. ANTI-DILUTION

8.1 The relevant Investor shall be entitled to anti-dilution protection in accordance with **Clause 10.2** (*Anti-Dilution Protection*) of the Shareholders' Agreement.

3. <u>TO APPOINT MR. ASHOK LAVASA (DIN: 07575403) AS INDEPENDENT DIRECTOR OF THE COMPANY</u>

To consider and if thought fit, to pass with or without modifications, the following resolution as Ordinary Resolution:

"RESOLVED THAT pursuant to the provisions of Sections 149, 152, 161, Schedule IV and other applicable provisions, if any, of the Companies Act, 2013 and rules made thereunder (including any statutory modification(s) or re-enactment thereof) ("Act"), and pursuant to the provisions of the Articles of Association of the Company Mr. Ashok Lavasa (DIN: 07575403), who is eligible for appointment as an Independent Director, be and is hereby appointed as an Independent Director on the Board of the Company for a period of 5 consecutive years with effect from October 01, 2024 on the following terms and conditions:

S. No.	Particulars	Details
A.	Designation	Independent Director
B.	Age	67 Years
C.	Duration of appointment	5 (Five) years
D.	Remuneration	Sitting Fee of Rs. 1,00,000/- for each meeting of the Board of Directors the Company

RESOLVED FURTHER THAT in order to give effect to the above resolution, any Director of the Company and Company Secretary be and are hereby severally authorized to do all such acts, deeds and things including filing of necessary forms with the Registrar of Companies to give effect to the above resolution."

By the order of the Board of
SAEL Industries Limited

Sd/-
Vishal Garg
Company Secretary
M. No. F-6867

Place: Delhi
Date: January 23, 2025

NOTES:

1) The Ministry of Corporate Affairs ("MCA") has vide its General Circular No. 02/2021 dated January 13, 2021 read with Circular No. 20/2020 dated May 05, 2020 in conjunction with Circular No. 14/2020 dated April 08, 2020 and Circular No. 17/2020 dated April 13, 2020, 22/2020 dated June 15, 2020, 33/2020 dated September 28, 2020, 39/2020 dated December 31, 2020, 10/2021 dated June 23, 2021, 20/2021 dated December 08, 2021 and 11/2022 dated December 28, 2022 and 09/2023 dated September 25, 2023 (collectively referred to as "MCA Circulars™), the MCA Circulars granted certain relaxations and thus permitted the holding of Extra Ordinary General Meeting ("EGM") of the companies through VC/OAVM viz. without the physical presence of the Members at a common venue. Hence in compliance with the provisions of the Companies Act, 2013 ("Act") and MCA Circulars, as applicable, the EGM of the Company is being held through VC / OAVM.

2) Pursuant to the provisions of the Act, a member entitled to attend and vote at the EGM may appoint a proxy to attend and vote on their behalf, and the proxy need not be a member of the company. Since this EGM is being held pursuant to the MCA Circulars through VC/OAVM, physical attendance of members has been dispensed with. However, members may still attend the meeting in person and appoint a proxy if required by submitted Proxy Form annexed with the notice.

3) The proceedings of the meeting shall be deemed to be made at the venue captured in the notice of the meeting.

4) Since the EGM will be held through VC/ OAVM (e-EGM), the Route Map for venue of EGM is not required to be annexed to the Notice. However, for the benefit of the members who wish to attend the meeting in person, the same has been annexed.

5) Members attending the EGM through VC/ OAVM shall be counted for the purpose of reckoning the quorum of the EGM under Section 103 of the Act.

6) In compliance with the MCA Circulars as aforesaid, Notice of the EGM is being sent only through electronic mode to those Members whose email addresses are registered with the Company/ Depositories/ R&T Agent.

7) In case of joint holders, the Member whose name appears as the first holder in the order of names as per the Register of Members of the Company will be entitled to vote at the EGM.

8) Explanatory Statement pursuant to Section 102 of the Companies Act, 2013, in respect of the Special Business to be transacted at the Extraordinary General Meeting as set out in the Notice is annexed hereto.

9) Members holding shares in the electronic form are requested to inform any changes in address/ bank mandate directly to their respective Depository Participants.

10) In accordance with the MCA Circular No. 14/2020 dated April 08, 2020, the Members will be allowed to ask questions or additional details about the Accounts during the Meeting. The Members can also send their queries to Mr. Vishal Garg, Company Secretary at vishal.garg@sael.co prior to the meeting.

11) In pursuance to the MCA Circular No. 14/2020 dated 08th April, 2020, the voting mechanism shall be recognized by the Chairman of the Meeting, unless a demand for poll is made by any member in accordance with section 109 of the Act. In case, if the poll is demanded, the Members may send their votes to Mr. Vishal Garg, Company Secretary at vishal.garg@sael.co during the meeting.

12) Guidelines for joining the EGM through VC/OAVM (MS Teams Meetings "Application")

    a) Participants will be able to attend the EGM through VC / OAVM by using "MS Teams Meetings". Meeting "credentials" shall be shared by the Company Secretary

    b) MS Teams Meetings is a web-based video conferencing facility/tool that allows two-way conferencing facility and participants can communicate with the host and vice -versa and ask questions during the meeting.

c) In case of Android/iPhone connection, Participants will be required to download and install the MS Teams Meeting application. Application may be downloaded using Google Play Store/ AppStore. The credentials shall be shared by the Company Secretary. The calendar invite shall also be circulated to the Members via a separate communication by Mr. Vishal Garg, Company Secretary.

d) The VC/OAVM Facility to join the EGM through the MS Teams Meeting shall be opened 5 minutes prior to the scheduled time and will be closed after the expiry of 10 minutes after the scheduled time of the commencement of the Meeting. The facility will be available on first come first served basis, however Shareholders holding 2% or more shareholding, Promoters, Directors, Key Managerial Personnel, the Chairpersons of the Audit Committee, Auditors, etc. may be allowed to attend the meeting without restriction on account of first-come-first-served principle.

13) Participants who need an assistance before or during the EGM to join the meeting, can contact to Mr. Vishal Garg, Company Secretary at vishal.garg@sael.co or +91 8130003670.

14) The Company ensures to conduct the Meeting seamlessly and safeguard the authenticity of the Meeting.

By the order of the Board of
SAEL Industries Limited

Sd/-
Vishal Garg
Company Secretary
M. No. F-6867

Place: Delhi
Date: January 23, 2025

EXPLANATORY STATEMENT AS REQUIRED UNDER SECTION 102 OF THE COMPANIES ACT, 2013, ANNEXED TO THE NOTICE:

ITEM NO. 1:- TO APPROVE OFFER AND ISSUANCE OF 32,25,000 EQUITY SHARES ON PREFERENTIAL BASIS TO THE PROMOTER DIRECTORS

The Company has received an unsecured loan aggregating to ₹129,00,00,000 (Rupees One Hundred Twenty-Nine Crore Only) from Mr. Jasbir Singh, Mr. Sukhbir Singh, and Mr. Laxit Awla, the Promoter Directors of the Company. It is proposed to issue 32,25,000 equity shares of ₹10 each at an issue price of ₹400 per share (including a premium of ₹390 per share) on a preferential basis, against the unsecured loans received from them as per the details mentioned below. The price has been determined in accordance with the valuation report dated January 15, 2025 issued by Chartered Accountant Ms. FCA Gunjan Agrawal, a registered valuer holding registration number IBBI/RV/06/2019/11466:

S. No	Name of the proposed allottee	No of equity shares offered
1.	Mr. Jasbir Singh	16,66,325
2.	Mr. Sukhbir Singh	13,95,193
3.	Mr. Laxit Awla	1,63,482
	Total	**32,25,000**

The Board at its meeting held on January 23, 2025, subject to the approval of Members, had accorded its approval for the offer and issuance of equity shares to the Promoter Directors for consideration other than cash. The proposed issue and allotment of equity shares on a preferential basis, against the outstanding unsecured loans to the Promoter Directors, shall be subject to the terms and conditions of the Preferential Issue.

Pursuant to the provisions of sections 42 and 62(1)(c) of the Companies Act, 2013 read with the Companies (Share Capital and Debentures) Rules, 2014 and the Companies (Prospectus and Allotment of Securities) Rules, 2014 (including any statutory amendments(s), modification(s) or re-enactment(s) thereof for the time being in force), the Board recommends to the members of the Company to accord their consent by way of special resolution for the issuance of equity shares on private placement basis.

A statement of disclosures as required under Rule 13 of the Companies (Share Capital and Debentures) Rules, 2014 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 along with the terms of issue of the equity Shares are as under:

Date of passing of board resolution	January 23, 2025
Issue size, number of shares to be issued, nominal value of each share	Issue size of 32,25,000 Equity Shares at a face value of Rs. 10/- (Rupees Ten only) each, and a premium of Rs. 390/- (Rupees Three Hundred Ninety) each, for consideration other than cash.
Nature of shares i.e. cumulative or non - cumulative, participating or non - participating, convertible or non - convertible	The equity shares shall rank pari-passu with the existing equity shares.
Purpose and Object of the offer	The Company has received an unsecured loan aggregating to ₹129,00,00,000 (Rupees One Hundred Twenty-Nine Crore Only) from Mr. Jasbir Singh, Mr. Sukhbir Singh, and Mr. Laxit Awla, the Promoter Directors of the Company. It is proposed to issue 32,25,000 equity shares of ₹10 each at an issue price of ₹400 per share (including a premium of ₹390 per share) on a preferential basis against the unsecured loan received from them.
The manner of issue of shares	Preferential Basis
kinds of securities offered and the price at which security is being offered	32,25,000 Equity Shares at a face value of Rs. 10/- (Rupees Ten only) each, and a premium of Rs. 390/- (Rupees Three Hundred Ninety) each, for the aggregate value of Rs. 129,00,00,000 (Rupees One Hundred Twenty Nine Crore Only).

The basis or justification for the price (including premium, if any) at which the offer or invitation is being made	Based on the valuation report dated January 15, 2025 issued by chartered accountant, Ms. Gunjan Agrawal, a registered valuer holding registration number IBBI/RV/06/2019/11466. The copy of the valuation report is available for inspection by the members from the date of circulation of this notice up to the date of the extra-ordinary general meeting at the registered office of the Company during the working hours of the Company.
Name and address of the valuer who performed valuation	Ms. FCA Gunjan Agrawal Registration Number: IBBI/RV/06/2019/11466 Address: 30 D, B, 12A Dhawalgiri Apartment, Sector-34, Noida Gautam Buddha Nagar, Uttar Pradesh-201301
Relevant date with reference to which the price has been arrived at:	September 30, 2024
The class or classes of persons to whom the allotment is proposed to be made:	The Shares are allotted to the following Promoter Directors of the Company: Mr. Jasbir Singh Mr. Sukhbir Singh Mr. Laxit Awla
Intention of promoters, directors or key managerial personnel to subscribe to the offer	Except as following, none of the promoters, directors or key management personnel of the issuer intent to subscribe to the offer: 1. Mr. Jasbir Singh, Promoter & Managing Director of the Company is subscribing to 16,66,325 Equity Shares at a face value of Rs. 10/- (Rupees Ten only) each, and a premium of Rs. 390/- (Rupees Three Hundred Ninety) each, for the aggregate value of Rs. 66,65,30,000/- (Rupees Sixty Six Crore Sixty Five Lakh Thirty Thousand Only); 2. Mr. Sukhbir Singh, Promoter & Director of the Company is subscribing to 13,95,193 Equity Shares at a face value of Rs. 10/- (Rupees Ten only) each, and a premium of Rs. 390/- (Rupees Three Hundred Ninety) each, for the aggregate value of Rs. 55,80,77,200/- (Rupees Fifty Five Crore Eighty Lakh Seventy Seven Thousand Two Hundred Only); & 3. Mr. Laxit Awla, Promoter & Director of the Company is subscribing to 1,63,482 Equity Shares at a face value of Rs. 10/- (Rupees Ten only) each, and a premium of Rs. 390/- (Rupees Three Hundred Ninety) each, for the aggregate value of Rs. 6,53,92,800/- (Rupees Six Crore Fifty Three Lakh Ninety Two Thousand Eight Hundred Only).
The names of the proposed allottees and the percentage of post preferential offer capital that may be held by them	Mr. Jasbir Singh, Mr. Sukhbir Singh & Mr. Laxit Awla are the proposed allottees. The percentage of post preferential offer capital held by them is given below: Mr. Jasbir Singh : 29.47% (Equity) Mr. Sukhbir Singh : 24.67% (Equity) Mr. Laxit Awla : 2.89% (Equity)

The change in control, if any, in the company that would occur consequent to the preferential offer	As a result of the proposed preferential issue of Equity Shares, there will be no change in the control or management of the Company. However, voting rights will change in tandem with the shareholding pattern.
The number of persons to whom allotment on preferential basis have already been made during the year, in terms of number of securities as well as price	36,40,000 CCPS of Rs. 10 each at premium of Rs. 390 had been allotted on a private placement basis to Norfund on May 08, 2024.
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer.	The Promoters has requested the Board of Directors of the Company to issue equity shares against the unsecured loans amount amounting to Rs. 129,00,00,000/- given by them. The Board of Directors of the Company in the best interest of company has decided to issue Equity Shares against the outstanding unsecured loans. The copy of the valuation report is available for inspection by the members from the date of circulation of this notice up to the date of the extra-ordinary general meeting at the registered office of the Company during the working hours of the Company.
Amount which the company intends to raise by way of such securities	The Company intends allot 32,25,000 Equity Shares of face value of Rs. 10/- (Rupees Ten only) each and premium of Rs. 390/- (Rupees Three Hundred Ninety only) each, to the Promoter Directors, against their outstanding unsecured loans of Rs. 129,00,00,000/- (Rupees One Hundred Twenty Nine Crores only).
Terms & Issue of Equity Shares	a) **Face Value per share**: Rs. 10/- (Rupees Ten only) b) **Premium per share**: Rs. 390/- (Rupees Three Hundred Ninety only) c) **Nature of Share** – The new shares shall rank pari-passu with the existing equity shares of the Company. d) **Mode of Allotment**: Shares will be issued in demat form. e) **Valuation**: Price of Share determined on behalf of valuation report. f) **Offer & Issuance**: Offer and issuance of 32,25,000 Equity Shares of Face Value of Rs. 10/- (Rupees Ten only) each and Premium of Rs. 390/- (Rupees Three Hundred Ninety only) each, to Promoter Directors, towards conversion of outstanding unsecured loans received from them into Equity Shares of the Company.
The proposed time within which the allotment shall be completed	The Equity Shares shall be allotted within a period of 60 (Sixty) days from the date of the passing of special resolution.
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of objects	The Promoter Directors of the Company have provided unsecured loans amounting to Rs. 129,00,00,000/- (Rupees One Hundred Twenty Nine Crores only). It is proposed to offer and issue 32,25,000 equity shares at an issue Price of Rs. 400/- (Rupees Four Hundred only) each on preferential basis against the unsecured loans received from them.
Principle terms of assets charged as securities:	N.A.
The terms of (a) redemption, tenure of redemption, redemption of shares at premium and (b) conversion in case of CCPS	N.A.
The manner and modes of redemption	N.A.
The current shareholding pattern of the company and the expected dilution in equity share capital upon conversion of preference shares.	As provided in the table below*

Category	**Pre-Issue**	**Post Issue**

	No. of Equity Shares held	No. of Preference Share held	% of shareholding	No. of Equity Shares held	No. of Preference Share held	% of shareholding*
Promoters holding (A)						
Indian:						
Individual	38,641,897	-	52.97	41,866,897	-	54.96
Bodies Corporate	0	-	0	0	-	0
Foreign Promoters:	0	-	0	0	-	0
Subtotal (A)	**38,641,897**	-	**52.97**	**41,866,897**	**-**	**54.96**
Non promoters' shareholding (B)	0	-	0	0	-	0
Institutional Investors	0	-	0	0	-	0
Non-institution:	0	-	0	0	-	0
Private Corporate Bodies	7,487,200	-	10.26	7,487,200	-	9.83
Directors and Relatives	0	-	0	0	-	0
Indian Public	0	-	0	0	-	0
Others (including NRIs)	200	268,24,798	36.77	200	268,24,798	35.21
Subtotal(B)	**7,487,400**	**-**	**47.03**	**7,487,400**	**-**	**45.04**
Grand Total	**46,129,297**	**268,24,798**	**100.00**	**4,93,54,297**	**268,24,798**	**100.00**

The concern or interest, financial or otherwise in respect of agenda no. 2 under Special Business of:

i. Director and Manager (except Mr. Jasbir Singh, Mr. Sukhbir Singh & Mr. Laxit Awla to the extent of their Directorship) - None
ii. Every other Key Managerial Personnel - None
iii. Relatives of persons mentioned in (i) and (ii) - None

The Board recommends the said resolution to be passed as Special Resolution.

ITEM NO. 2:- APPROVAL FOR OFFER AND ISSUE OF UPTO 33,00,000 COMPULSORILY CONVERTIBLE PREFERENCE SHARES ("CCPS") ON PRIVATE PLACEMENT BASIS TO NORFUND

Pursuant to the provisions of the securities subscription agreement dated January 18, 2024 executed between SAEL Industries Limited ("**Company**"), Norfund, Mr. Jasbir Singh, Mr. Sukhbir Singh, Mr. Laxit Awla, Sukhbir Singh HUF and Jasbir Singh and Sons HUF ("**Norfund SSA**"), it is proposed to offer and issue up to 33,00,000 compulsorily convertible preference shares ("**CCPS**") to Norfund aggregating to INR equivalent of USD 1,50,00,000 on a private placement basis at the price determined in accordance with the valuation report dated January 15, 2025, issued by Chartered Accountant Ms. FCA Gunjan Agrawal, a registered valuer holding registration number

IBBI/RV/06/2019/11466, and in accordance with and subject to the provisions of the Norfund SSA and the Shareholders' Agreement."

The terms of the CCPS proposed to be issued shall be as per **Annexure A**.

Pursuant to the provisions of Sections 23, 42, 55 and 62 of the Companies Act, 2013 read with the Companies (Share Capital and Debentures) Rules, 2014 and the Companies (Prospectus and Allotment of Securities) Rules, 2014 (including any statutory amendments(s), modification(s) or re-enactment(s) thereof for the time being in force), the Board recommends to the members of the Company to accord their consent by way of special resolution for the issuance of CCPS on private placement basis.

A statement of disclosures as required under Rule 9(3) and Rule 13 of the Companies (Share Capital and Debentures) Rules, 2014 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 along with the terms of issue of the CCPS, are as under:

Date of passing of board resolution	January 23, 2025
Issue size, number of shares to be issued, nominal value of each share	Issue size of up to 33,00,000 CCPS at a face value of INR 10 (Indian Rupees Ten only) each, and a premium of INR 390 (Indian Rupees Three Hundred Ninety) each, for the aggregate value of INR equivalent to USD 1,50,00,000 to Norfund, in accordance with and subject to the provisions of the Norfund SSA and the Shareholders' Agreement.
Nature of shares i.e. cumulative or non - cumulative, participating or non - participating, convertible or non - convertible	The CCPS shall be non-participating cumulative CCPS (terms whereof are set out in **Annexure A**)
Purpose and Object of the offer	The subscription amount shall be exclusively used by the Company in the Business in India in accordance with the Business Plan and in compliance with the provisions of the Norfund SSA.
The manner of issue of shares	Private Placement Basis
Kinds of securities offered and the price at which security is being offered*	Up to 33,00,000 CCPS at a face value of INR 10/- (Indian Rupees Ten only) each, and a premium of INR 390 (Indian Rupees Three Hundred and Ninety) each, for the aggregate value of INR equivalent to USD 1,50,00,000 to Norfund, in accordance with and subject to the provisions of the Norfund SSA and the Shareholders' Agreement. *The above numbers have been added as an illustration. If as per the foreign exchange rate, 1 USD is equal to INR 88, then the Company would issue up to 33,00,000 CCPS to Norfund on the date of allotment of such CCPS. As the actual amount to be remitted by Norfund to the Company will be dependent on the US dollar to INR exchange rate at the time of issuance and remittance of money, the number of CCPS which can be offered has been rounded off to the limit of 33,00,000 CCPS to Norfund and the actual number of CCPS which Norfund will be issued, dependent on US dollar to INR exchange rate at the relevant time.
The basis or justification for the price (including premium, if any) at which the offer or invitation is being made	Based on the valuation report dated January 15, 2025 issued by Chartered Accountant Ms. FCA Gunjan Agrawal, a registered valuer holding registration number IBBI/RV/06/2019/11466. The copy of the valuation report is available for inspection by the members from the date of circulation of this notice up to the date of the extraordinary general meeting, at the registered office of the Company during the working hours of the Company.
Name and address of the valuer who performed valuation	Ms. FCA Gunjan Agrawal Registration Number: IBBI/RV/06/2019/11466 Address: 30 D, B, 12A Dhawalgiri Apartment, Sector-34, Noida Gautam Buddha Nagar, Uttar Pradesh-201301
Relevant date with reference to which the price has been arrived at:	September 30, 2024

The class or classes of persons to whom the allotment is proposed to be made:	Norfund
Intention of promoters, directors or key managerial personnel to subscribe to the offer	N.A.
The names of the proposed allottees and the percentage of post preferential offer capital that may be held by them	Norfund Percentage of post preferential offer capital: 75.89% (CCPS)
The change in control, if any, in the company that would occur consequent to the preferential offer	N.A.
The number of persons to whom allotment on preferential basis have already been made during the year, in terms of number of securities as well as price	36,40,000 CCPS of Rs. 10 each at premium of Rs. 390 had been allotted on a private placement basis to Norfund on 08th May 2024
Amount which the company intends to raise by way of such securities	INR equivalent to USD 1,50,00,000
Material terms of CCPS	a) **Face Value per share**: INR 10/- (Indian Rupees Ten only) b) **Premium per share**: INR 390/- (Indian Rupees Three Hundred Ninety only) c) **Mode of Allotment**: CCPS will be issued in dematerialized form. d) **Conversion Events** – As per the terms of CCPS under **Annexure A**. e) **Coupon Rate-** 5% (five per cent.) per annum and in the manner set out in **Annexure A**. f) **Availability of Period**: As per the provisions of the Norfund SSA.
The proposed time within which the allotment shall be completed	The CCPS shall be allotted within a period of 60 (Sixty) days from the date of receipt of application money.
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of objects	N.A.
Principle terms of assets charged as securities:	Not applicable
The terms of (a) redemption, tenure of redemption, redemption of shares at premium and (b) conversion in case of CCPS	The terms of redemption are not applicable as the shares being issued are compulsorily convertible preference shares. The CCPS shall be convertible as elaborated in **Annexure A**.
The manner and modes of redemption	Not applicable
The current shareholding pattern of the company and the expected dilution in equity share capital upon conversion of preference shares.	As provided in the table below*

Category	**Pre-Issue**			**Post Issue**		
	No. of Equity Shares held	**No. of Preference Share held**	**% of shareholding**	**No. of Equity Shares held**	**No. of Preference Share held**	**% of shareholding***
Promoters holding (A)						
Indian:						

Individual	38,641,897	-	52.97	41,866,897	-	52.68
Bodies Corporate	0	-	0	0	-	0
Foreign Promoters:	0	-	0	0	-	0
Subtotal (A)	**38,641,897**	-	**52.97**	**41,866,897**	**-**	**52.68**
Non promoters' shareholding (B)	0	-	0	0	-	0
Institutional Investors	0	-	0	0	-	0
Non-institution:	0	-	0	0	-	0
Private Corporate Bodies	7,487,200	-	10.26	7,487,200	-	9.42
Directors and Relatives	0	-	0	0	-	0
Indian Public	0	-	0	0	-	0
Others (including NRIs)	200	268,24,798	36.77	200	Up to 301,24,798**	Up to 37.90
Subtotal(B)	**7,487,400**	**-**	**47.03**	**7,487,400**	**Up to 301,24,798**	**47.32**
Grand Total	**46,129,297**	**268,24,798**	**100.00**	**4,93,54,297**	**Up to 301,24,798**	**100.00**

* For the purpose of calculating the post issue shareholding percentage of each shareholder, we have assumed that each CCPS will be converted into one equity share.

** The members noted that this number has been added as an illustration. Assuming that the exchange rate 1 USD was equal to INR 88.00 the Company would have issued 33,00,000 CCPS to Norfund on the date of allotment of such CCPS. As the actual amount to be remitted by Norfund to the Company will be dependent on the US dollar to INR exchange rate at the time of issuance and remittance of money, the number of CCPS which can be offered has been rounded off to the limit of 33,00,000 CCPS, to Norfund, will be dependent on US dollar to INR exchange rate at the relevant time.

Annexure A: Terms of CCPS

1. DEFINITIONS AND INTERPRETATION

The following capitalised terms defined by inclusion in quotations or parenthesis shall have the meaning so ascribed to them for the purpose of this **Annexure A**. Capitalised terms used but not defined in this **Annexure A** shall, unless the context otherwise requires, have the respective meaning ascribed thereto in the Shareholders' Agreement. A reference to a Clause, sub-clause, or Schedule is a reference to a clause, sub clause, or schedule of or to the Shareholders' Agreement.

"**Agreed Conversion Event**" means occurrence of any of the following events, if the conversion of Investor Equity Securities is required to consummate the Transfer of Investor Equity Securities pursuant to occurrence of such event, subject to the relevant provisions of the Shareholders' Agreement:

(i) issuance of the Call Notice in accordance with **Clause 4.5.4** (*Failure to resolve the Deadlock*); or

(ii) execution of definitive documents for sale of Assets to undertake Asset Sale in terms of **Clause 11.3** (***Asset Sale***) or as mutually agreed between the Company and the Investors; or

(iii) execution of definitive documents for sale of Investor Equity Securities to undertake Investor Controlled Sale or as maybe mutually agreed between the Company and Norfund ("**ICS Conversion Event**"); or

(iv) execution of definitive documents for sale of ICS Securities to undertake Investor Controlled Sale or as maybe mutually agreed between the Company and Norfund; or

(v) issuance of Pre Exercise Notice or as maybe mutually agreed between the Company and the relevant Investor; or

(vi) issuance of Exit Drag Notice by the Investor or as maybe mutually agreed between the Company and the relevant Investor ("**Drag Conversion Event**"); or

(vii) upon issuance of Default Put Notice by the Investor or as maybe mutually agreed between the Company and the relevant Investor; or

(viii) upon issuance of Exit Buy Notice in terms of **Clause 11.7.1** (*Exit Right of First Offer*) or as maybe mutually agreed between the Company and the relevant Investor; or

(ix) issuance of the Sponsor Call Notice in accordance with **Clause 11.8.1** (*Sponsor Call Option*); or

(x) Liquidation Event;

"**Agreed Conversion Notice**" shall mean the notice issued by the relevant Investor or the Sponsors to convert the CCPS into Equity Shares at the Agreed Conversion Ratio, in accordance with the terms of the Shareholders' Agreement.

"**Agreed Conversion Ratio**" shall mean:

(a) for ICS Conversion Event, the ratio between the relevant ICS Investor Specified Amount and the ICS Valuation; or

(b) for Drag Conversion Event, the ratio between the relevant Drag Investor Specified Amount and the Drag Valuation; or

(c) for any other Agreed Conversion Event, subject to anti-dilution provisions in paragraph 8 below, the ratio between the relevant Investor Specified Amount and the Valuation at the time of occurrence of Agreed Conversion Event;

"**Conversion Event**" shall mean the occurrence of any of the following (i) IPO Conversion Date; (ii) TPS Date; or (iii) Mandatory Conversion Date;

"**Conversion Ratio**" shall mean the occurrence of any of the following (i) IPO Conversion Ratio; (ii) TPS Conversion Ratio; or (iii) Mandatory Conversion Ratio, as applicable to the event;

"**Drag Valuation**" shall mean the higher of (a) Valuation at the time of occurrence of Drag Conversion Event; and (b) valuation on the basis of which Exit Drag Along Price has been arrived at;

"**DRHP**" means draft red herring prospectus as defined under Applicable Law;

"**Floor Valuation**" means the Valuation at the time of issuance of CCPS and shared with the relevant Investor pursuant to paragraph 1 of Schedule 3 and paragraph 1 of Schedule 8 (as applicable) of Norfund SSA 1, paragraph 1 of Schedule 3, paragraph 1 of Schedule 8 and paragraph 1 of Schedule 15 (as applicable) of Norfund SSA 2 and paragraph 1 of Schedule 3 of the DFC SSA, as applicable;

"**ICS Valuation**" shall mean the higher of (a) Valuation at the time of occurrence of ICS Conversion Event; and (b) valuation on the basis of which Investor Sale Price has been arrived at;

"**Investor Converted Securities**" shall mean the (i) Equity Shares issued and allotted to the Investors on conversion of the CCPS in terms of the Shareholders' Agreement; and (ii) Equity Shares issued and allotted to the Norfund and DFC on the Norfund First Tranche Closing Date and the DFC Closing Date respectively;

"**Investor Equity Securities**" shall mean (a) CCPS; and (b) Equity Shares issued to each Investor;

"**IPO Conversion Date**" shall mean 10 (ten) days prior to filing of the final and updated DRHP by the Company with the Securities and Exchange Board of India or such longer period as may be required under Applicable Law;

"**IPO Conversion Ratio**" shall mean the ratio between the relevant IPO Investor Specified Amount and the IPO Discounted Valuation;

"**IPO Discounted Valuation**" if the CCPS are to be converted on the occurrence of IPO Conversion Date, then an amount which is at a discount of 5% (five percent) to the post-money valuation of the Company ascribed by the merchant bankers appointed by the Board in accordance with the Shareholders' Agreement (where the per-share price at the middle of the price band proposed shall be considered);

"**Liquidation Event**" means any liquidation, dissolution or winding up of the Company, either voluntary or involuntary;

"**Mandatory Conversion Ratio**" shall mean the ratio between the relevant Mandatory Conversion Investor Specified Amount and the Mandatory Conversion Valuation;

"**Mandatory Conversion Valuation**" shall mean the Fair Market Value of the Company upon the occurrence of the Mandatory Conversion Date;

"**Mandatory Conversion Date**" means 16 October 2043. However, for the purpose of the CCPS issued on the Norfund First Tranche Closing Date, the term Mandatory Conversion Date shall mean the date falling 20 (twenty) years from the Norfund First Tranche Closing Date;

"NDI Rules" shall mean Foreign Exchange Management (Non-debt Instrument) Rules, 2019 (as amended from time to time);
"**TPS Conversion Ratio**" shall mean the ratio between the relevant TPS Investor Specified Amount and the Third Party Sale Valuation;

"Valuation" means the aggregate value of the Equity Securities as per the methodology prescribed under the NDI Rules, 2019; and

"**Valuation Certificate**" shall mean the certificate of Valuation issued by an Independent Valuer.

2. GENERAL TERMS

The CCPS shall be fully paid compulsorily convertible preference shares having face value of INR 10 (Indian Rupees Ten) each and issued in accordance with the terms and conditions set out herein.

3. VOTING RIGHTS

The CCPS shall not carry any voting rights, other than to the extent permitted under Applicable Law.

4. TRANSFER

The CCPS shall be subject to the transfer restrictions set out in the Shareholders' Agreement.

5. DIVIDEND ON CCPS

5.1 Dividend

a) each CCPS shall carry a right to receive Preference Dividend.
b) The Preference Dividend shall accrue daily on the basis of 365 (three hundred and sixty five) days fiscal year and when declared by the Board shall be payable, in cash or in such other manner as may be agreed among the

Parties (subject to Applicable Law), within 15 (fifteen) days of finalization of the audited consolidated financial statements of the Company for the relevant Financial Year.

c) Except the Preference Dividend payable to the Investor as set out in this **Schedule 4** *(Terms of CCPS*) of the Shareholders' Agreement, the Company shall not declare any dividends to the Existing Shareholders prior to the conversion of the CCPS into Equity Shares in accordance with this **Schedule 4** *(Terms of CCPS*) of the Shareholders' Agreement.

d) If Preference Dividend has been declared by the Company but has not been paid, pending which the CCPS are Transferred, then the Preference Dividend on such CCPS shall be paid to the Person(s) who held the CCPS as on the date of such declaration of Preference Dividend.

e) Upon conversion of the CCPS into Equity Shares, the holders of the CCPS shall be entitled to participate in the dividend declared on the Equity Shares on a *pari passu* basis with the holders of all other Equity Shares.

6. CONVERSION

6.1 Agreed Conversion Event

(a) Unless otherwise provided in the Shareholders' Agreement (including relevant provisions under **Clause 4.5.5** (*Procedure for the right to exercise call option*), **Clause 11.3** (*Asset Sale*), **Clause 11.4** (*Investor Controlled Sale*), **Clause 11.5** (*Exit Put-Option*), **Clause 11.6** (*Drag Sale*), **Clause 11.7** (*Exit Right of First Offer*), **Clause 11.8** (*Sponsor Call Optio*n) and **Clause 12.1** (*Sponsors Event of Default*), on occurrence of an Agreed Conversion Event, pursuant to which, if the conversion of Investor Equity Securities is required to consummate the Transfer of Investor Equity Securities, the relevant Investor may issue a notice to the Company and require the Company to appoint an Accounting Firm and Independent Valuer of Investor's choice for determination of the Valuation ("**Valuation Determination Notice"**). Within a period of 30 (thirty) days of receipt of Valuation Determination Notice, the Company shall provide to the relevant Investor a Valuation Certificate prepared by an Independent Valuer. It is hereby clarified that for the purpose of **Clause 4.5.5** (*Procedure for the right to exercise call option*), **Clause 11.3** (*Asset Sale*), **Clause 11.4** (*Investor Controlled Sale*), **Clause 11.5** (*Exit Put-Option*), **Clause 11.6** (*Drag Sale*), **Clause 11.7** (*Exit Right of First Offer*), **Clause 11.8** (*Sponsor Call Optio*n) and **Clause 12.1** (*Sponsors Event of Default*), the provisions of the Shareholders' Agreement shall prevail over this Paragraph 6.1(a).

(b) Unless otherwise provided in the Shareholders' Agreement, the relevant Investor shall have the right to issue the Agreed Conversion Notice for a period of 15 (fifteen) Business Days of the receipt of the Valuation Certificate as per Paragraph 6.1(a).

(c) Upon receipt of the Agreed Conversion Notice in accordance with (i) paragraph (b) above or (ii) **Clause 11.4** (*Investor Controlled Sale*), **Clause 11.5** (*Exit Put-Option*), **Clause 11.6** (*Drag Sale*), **Clause 11.7** (*Exit Right of First Offer*), **Clause 12.1** (*Sponsors Event of Default*) of the Shareholders' Agreement, the Company shall and the Sponsors shall ensure that the Company and the Board shall, without any delay, undertake all the corporate actions to convert all the CCPS into Equity Shares as per the Agreed Conversion Ratio, subject to the Floor Valuation, where such conversion will be deemed to have taken into effect from the date of Agreed Conversion Notice.

(d) The Company shall undertake all the actions for conversion of the CPPS into Equity Shares in compliance with Applicable Law.

6.2 Conversion Event

(a) On occurrence of Conversion Event, the Company and the Board shall undertake all the corporate actions to convert the CCPS into Equity Shares, as per the terms of this **Schedule 4** *(Terms of CCPS)* of the Shareholders' Agreement.

(b) On the occurrence of a Conversion Event the Company shall convert all the CCPS into Equity Shares as per the applicable Conversion Ratio, subject to the anti-dilution provision in paragraph 8 below and subject the Floor Valuation.

(c) The Company shall undertake all the actions for conversion of the CPPS into Equity Shares in

compliance with Applicable Law.

(d) The Company shall do all such acts and deeds as may be necessary to give effect to the provisions of this paragraph 6.

7. LIQUIDATION PREFERENCE

7.1 The relevant Investor shall be entitled to liquidation preference in accordance with **Clause 9** (*Liquidation Preference*) of the Shareholders' Agreement.

8. ANTI-DILUTION

8.1 The relevant Investor shall be entitled to anti-dilution protection in accordance with **Clause 10.2** (*Anti-Dilution Protection*) of the Shareholders' Agreement.

The concern or interest, financial or otherwise in respect of agenda no. 2 under Special Business of:

i.	Director and Manager (except Mr. Oistein Magnar Andresen & Mr. Bjornar Baugerud to the extent of their Directorship as Nominee of Norfund)	- None
ii.	Every other Key Managerial Personnel	- None
iii.	Relatives of persons mentioned in (i) and (ii)	- None

The Board recommends the said resolution to be passed as a special resolution.

ITEM NO. 3:- TO APPOINT MR. ASHOK LAVASA (DIN: 07575403) AS INDEPENDENT DIRECTOR OF THE COMPANY

With a view to strengthening the Board, your Board had appointed Mr. Ashok Lavasa as an Additional Director (Category- Independent Director) at the Board meeting held on October 01, 2024.

Mr. Lavasa is a retired Indian Administrative Service (IAS) officer from the 1980 batch of the Haryana cadre and was one of the two Election Commissioners of India. He has also served as the Finance Secretary of India, Secretary of Environment, Forests and Climate Change, Secretary of Civil Aviation and as the Vice President of the Asian Development Bank (ADB) from August 2020 to August 2023.

Mr. Lavasa holds a postgraduate degree (MA) in English from the University of Delhi and an MBA from Southern Cross University in New South Wales, Australia. Additionally, he has completed an MPhil in Defence and Strategic Studies.

Your Board is of the opinion that he is independent of the management and that he fulfils the condition specified under the Companies Act 2013, as amended ("**Act**") and the rules thereunder for appointment as an Independent Director of the Company. The appointment of Mr. Lavasa is proposed to the members as an Independent Director of the Company for a term of 5 (five) years on the following terms and conditions:

S. No.	Particulars	Details
A.	Designation	Independent Director
B.	Age	67 Years
C.	Duration of appointment	5 (Five) years

D.	Remuneration	Sitting Fee of Rs. 1,00,000/- for each meeting of the Board of Directors the Company

The Company has received consent and a declaration in writing from Mr. Ashok Lavasa that he is not disqualified from being appointed as Director in term of the provision of Section 164 of the Companies Act 2013. The consent and approval of the members is sought for his appointment in accordance with the provision of Section 150 of the Act.

The concern or interest, financial or otherwise in respect of agenda no. 3 under Special Business of:

i. Director and Manager (except Mr. Ashok Lavasa to the extent of his Directorship) - None
ii. Every other Key Managerial Personnel - None
iii. Relatives of persons mentioned in (i) and (ii) - None

The Board recommends this resolution for the approval of the members as an Ordinary Resolution.

By the order of the Board of
SAEL Industries Limited

Sd/-
Vishal Garg
Company Secretary
M. No. F-6867

Place: Delhi
Date: January 23, 2025

Additional Information as per SS-2

As required by Secretarial Standards on General Meetings (SS-2) as laid down by ICSI, additional information relating to the particulars of Directors who are proposed to be re-appointed/appointed are given below:

Name of Director	**Ashok Lavasa**
Age	67 Years
Qualification	Retired Indian Administrative Service (IAS), (MA) in English, MBA & MPhil
Brief profile including expertise and experience	Mr. Ashok Lavasa is a retired Indian Administrative Service (IAS) officer from the 1980 batch of the Haryana cadre and was one of the two Election Commissioners of India. He has also served as the Finance Secretary of India, Secretary of Environment, Forests and Climate Change, Secretary of Civil Aviation and as the Vice President of the Asian Development Bank (ADB) from August 2020 to August 2023. Mr. Lavasa holds a postgraduate degree (MA) in English from the University of Delhi and an MBA from Southern Cross University in New South Wales, Australia. Additionally, he has completed an MPhil in Defence and Strategic Studies.
Directorships in other companies in India	1) SUBROS Limited 2) Entrada India Advisors Private Limited
Committee Memberships and Chairmanships in the Company	None
Membership/ Chairmanship of Committees of other Boards	Member of the Stakeholders Relationship Committee and the Audit Committee of SUBROS Ltd.
Number of Board meetings attended during the FY 2024-25	3 (Three)
Remuneration last drawn during the FY 2024-25	Rs. 3,00,000 (Rupees Three Lakhs Only) as sitting fees
Remuneration sought to be paid	Sitting Fee of Rs. 1,00,000/- for each meeting of the Board of Directors the Company.
Terms and conditions of appointment	Non-Executive Independent Director appointed for a tenure of 5 years.
Relationship with other Directors and KMP	None
Date of first appointment on the Board	October 01, 2024
Shareholding in SAEL Industries Limited	None

Form No. MGT-11

PROXY FORM

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

EXTRA ORDINARY GENERAL MEETING – 23RD JANUARY, 2025

Name of the Member(s): Registered address: E-mail Id: Folio No/ Clint Id: DP ID

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

1. Name: …….....
   Address:.....
   E-mail Id:.....
   Signature: ……....., or failing him/her

2. Name: …….....
   Address:.....
   E-mail Id:.....
   Signature: ……....

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at Extra ordinary General Meeting of members of the Company, to be held on Thursday, the 23rd day of January, 2025, at 06:30 P.M. at 3rd Floor, Aerocity Wordmark 1, New Delhi-110037 and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution No.	**Description of Resolution**	**Vote (optional see Note 2) (Mention number of shares)**		
Special Business		**For**	**Against**	**Abstain**
1	To approve offer and issuance of 32,25,000 equity shares on preferential basis to the promoter directors			
2	Approval for offer and issue upto 33,00,000 Compulsorily Convertible Preference Shares ("CCPS") on private placement basis to Norfund			
3	To appoint Mr. Ashok Lavasa (DIN: 07575403) as Independent Director of the Company			

Signed this …..... day of.…….....2025

Affix Revenue Stamp of Rs.1

Signature of Shareholder:.....

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

Note:

1. This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company.

2. If you leave the "for", "against", "abstain" column blank against any or all of the resolutions, your proxy will be entitled to vote in the manner as he/she may deem appropriate.


Air Force Museum
एयर फ़ोर्स म्यूज़ियम, पालम
SHANKAR VIHAR
शंकर विहार
48
VASANT V
वसंत विह
Indira Gandhi Int'l Airport
इंदिरा गांधी इंटरनेशनल एयरपोर्ट
Food Capital - Worldmark
Worldmark Aerocity
Radisson Blu Plaza Hotel, Delhi Airport
रैडिसन ब्लू प्लाज़ा
MAHIPALPUR
महिपालपुर
148AE
48
148AE
Shiv Murti Delhi
शिव मूर्ति दिल्ली
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VASANT KUNJ
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