

Agni Green Power Limited

CIN NO.: L40106WB1995PLC073701

Regd Office: 114, Rajdanga Gold Park, piyali Apartment,
Kolkata, West Bengal 700107.

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NOTICE

Notice is hereby given that an Extra-Ordinary General Meeting of the Members of Agni Green Power Limited will be held on Thursday the 27th of March, 2025 at 3.00 P.M., at the registered office of the Company situated at 114 Rajdanga Gold Park Piyali Apartment Kolkata 700107 West Bengal. To transact the following businesses:

Special Businesses:

Item 1. To Appoint and fix the remuneration of Dr. Kanak Mukhopadhyay (DIN: 00254415) as the Managing Director of the Company:

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

“Resolved That pursuant to provisions of Sections 196, 197, 198, 203, Schedule V and other applicable provisions, if any, of the Companies Act, 2013 (‘the Act’) read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 [including any statutory modification(s) or re-enactment(s) thereof, for the time being in force] and such other necessary approval(s), sanction(s) or permission(s) as may be required, consent of the members of the Company be and is hereby accorded to the appointment of Dr. Kanak Mukhopadhyay (DIN: 00254415) as the Managing Director of the Company, not liable to retire by rotation, to hold office for a period of 3 (three) years with effect from 1st April, 2025 on the terms and conditions including fixing of remuneration as set out in the draft of the Agreement, to be entered into between the Company and Dr. Kanak Mukhoadhyay, such terms being also set out in the Statement of Material Facts annexed to the Notice convening this General Meeting.”

“Resolved Further That the Board of Directors and/or Chief Financial Officer/Company Secretary of the Company be and are hereby jointly and severally authorized to do all such acts, deeds, matters and things and execute all such documents, instruments, writings as, in its absolute discretion may consider necessary, expedient, desirable or deem fit, including power to sub-delegate, in order to give effect to the foregoing resolution in the best interest of the Company.”

Item No. 2. To Appoint and fix the remuneration of Prof. Hiranmay Saha (DIN: 00254489) as the Whole Time Director:

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

“Resolved That pursuant to provisions of Sections 196, 197, 198, 203, Schedule V and other applicable provisions, if any, of the Companies Act, 2013 (‘the Act’) read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 [including any statutory modification(s) or re-enactment(s) thereof, for the time being in

force] and such other necessary approval(s), sanction(s) or permission(s) as may be required, consent of the members of the Company be and is hereby accorded to the appointment of Dr. Hiranmay Saha (DIN: 00254489) as the Whole time Director of the Company, to hold office for a period of 3 (three) years with effect from 1st April, 2025 on the terms and conditions including fixing of remuneration as set out in the draft of the Agreement to be entered into between the Company and Prof. Hiranmay Saha, such terms being also set out in the Statement of Material Facts annexed to the Notice convening this General Meeting.”

“Resolved Further That the Board of Directors and/or Chief Financial Officer/Company Secretary of the Company be and are hereby Jointly and severally authorized to do all such acts, deeds, matters and things and execute all such documents, instruments, writings as, in its absolute discretion may consider necessary, expedient, desirable or deem fit, including power to sub-delegate, in order to give effect to the foregoing resolution in the best interest of the Company.”

Item No. 3. To Appoint and fix the remuneration of Mr. Arup Kumar Mahanta (DIN: 00792851) as the Whole Time Director:

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

“Resolved That pursuant to provisions of Sections 196, 197, 198, 203, Schedule V and other applicable provisions, if any, of the Companies Act, 2013 (‘the Act’) read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 {including any statutory modification(s) or re-enactment(s) thereof, for the time being in force] and such other necessary approval(s), sanction(s) or permission(s) as may be required, consent of the members of the Company be and is hereby accorded to the appointment of Mr. Arup Kumar Mahanta (DIN: 00792851) as the Whole time Director of the Company, to hold office for a period of 3 (three) years with effect from 1st April, 2025 on the terms and conditions including fixing of remuneration as set out in the draft of the Agreement to be entered into between the Company and Mr. Arup Kumar Mahanta, such terms being also set out in the Statement of Material Facts annexed to the Notice convening this General Meeting.”

“Resolved Further That the Board of Directors and/or Chief Financial Officer/Company Secretary of the Company be and are hereby Jointly and severally authorized to do all such acts, deeds, matters and things and execute all such documents, instruments, writings as, in its absolute discretion may consider necessary, expedient, desirable or deem fit, including power to sub-delegate, in order to give effect to the foregoing resolution in the best interest of the Company.”

Item No 4. To Appoint and fix the remuneration of Mr. Aban Saha (DIN: 08292573) as the Whole Time Director:

“Resolved That pursuant to provisions of Sections 196, 197, 198, 203, Schedule V and other applicable provisions, if any, of the Companies Act, 2013 (‘the Act’) read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 [including any statutory modification(s) or re-enactment(s) thereof, for the time being in force] and such other necessary approval(s), sanction(s) or permission(s) as may be required, consent of the members of the Company be and is hereby accorded to the appointment of Mr. Aban Saha (DIN: 08292573) as the Whole time Director of the Company, to hold office for a period of 3 (three) years with effect from 1st April 2025, on the terms and conditions including fixing of remuneration as set out in the draft of the Agreement to be entered into between the Company and Mr. Aban Saha, such terms being also set out in the Statement of Material Facts annexed to the Notice convening this General Meeting.”

“Resolved Further That the Board of Directors and/or Chief Financial Officer/Company Secretary of the Company be and are hereby Jointly and severally authorized to do all such acts, deeds, matters and things and execute all such documents, instruments, writings as, in its absolute discretion may consider necessary, expedient, desirable or deem fit, including power to sub-delegate, in order to give effect to the foregoing resolution in the best interest of the Company.”

STATEMENT OF MATERIAL FACTS PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013, REGULATION 36 (3) OF SEBI (LODR) REGULATIONS, 2015 AND SECRETARIAL STANDARDS IN RESPECT OF SPECIAL BUSINESSES:

Item No. 1:

The tenure of appointment of Dr Kanak Mukhopadhya will expire on 31st Of March 2025. Dr. Kanak Mukhopadhyay (DIN: 00254415) was the permanent Managing Director of Company the since incorporation. the Board of Directors of the Company ('the Board') at its Meeting held on 27th of February, 2025 have recommended for the approval of the Members of the Company, the appointment of Dr, Kanak Mukhopadhyay (DIN: 00254415) as the Managing Director to hold office for a period of 3 (three) years with effect from 1st of April 2025.

Justification for Appointment of Dr Kanak Mukhopadhyay as Managing Director of the Company: -

Dr. Kanak Mukhopadhyay, aged 74 years, is current Managing Director of the company. With over 40 years of experience in the solar industry, Dr. Mukhopadhyay is a pioneer entrepreneur in the field, having founded the company in 1995 and successfully shaped it into its current state. His expertise and dedication to the growth of the company have been instrumental in driving its success.

As the Managing Director, Dr. Mukhopadhyay has been directly responsible for the overall supervision of the company's growth, providing technical guidance on design, development, and project completion, as well as leading new product development initiatives. His deep understanding of solar photovoltaic systems, accumulated since 1976, has greatly contributed to the company's technical advancements and market leadership.

Additionally, Dr. Mukhopadhyay has a wealth of experience in financial management and accounting, ensuring the company operates efficiently and maintains a strong financial position. His leadership has also supported the directors in ensuring the smooth operation of various departments within the company.

Beyond his entrepreneurial and leadership skills, Dr. Mukhopadhyay has served as a faculty member at various prestigious universities both in India and abroad, further enhancing his reputation as an expert in the solar energy field. He has authored a book on Solar PV Systems, delivered lectures, and attended national and international seminars, solidifying his status as an authority in the field. His exceptional contributions have been recognized with numerous accolades, including the SESI-EMVEE Young Entrepreneur Award in 2004.

Given his vast experience, proven leadership, and continued commitment to the solar industry, Dr. Kanak Mukhopadhyay remains the ideal candidate to lead the company into

its next phase of growth and innovation. Therefore, the Company fully support the proposal to appoint him as Managing Director.

The salient features of the terms and conditions of appointment of Dr. Kanak Mukhopadhyay (DIN: 00254415) as the Managing Director of the Company are given below:

1. Duties & Powers:

- a. The Managing Director shall devote his whole time and attention to the business and operations of the Company and carry out such duties as may be entrusted to him by the Board from time to time or separately communicated to him and exercise such powers as may be assigned to him, subject to overall superintendence, control and directions of the Board of Directors in connection with and in the best interests of the business of the Company.
- b. The Managing Director shall not exceed the powers so delegated by the Board pursuant to clause I(a) above,
- c. The Managing Director shall employ the best of his skills, interests and abilities to make his utmost endeavor to promote the interests and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.
- d. As a Managing Director of the Company Dr. Kanak Mukhopadhyay shall abide by the Ethics and Code of Conduct as may be applicable from time to time for employees of the Company.

2. Remuneration

So long as the Managing Director performs his duties and conforms to the terms and conditions of his appointment, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the applicable laws for the time being in force.

- a. Remuneration per month: Dr. Kanak Mukhopadhyay will be paid a consolidated salary of Rs. 184500/- per Month.

Note: Contribution to Provident Fund @ 12% of Basic Pay and Payment of Gratuity will be as per the statutory provisions / regulations in force and accordingly may vary. Contribution to PF, Gratuity payable, Encashment of leave at the end of tenure will not form part of Perquisites for calculation of managerial remuneration.

b. Performance linked bonus:

Performance bonus (actual payment based on Company's performance and individual performance) as may be determined by the Board of Directors/Nomination and Remuneration Committee in each financial year.

C. Leave Entitlement

Leave entitlement will be as per the leave policy of the Company.

General Exemption and computation of value of perquisites:

Company's contribution to Provident Fund and/or Superannuation Fund and/or Annuity Fund to the extent these either singly or put together are not taxable under the Income Tax Act, 1961; Gratuity payable at a rate not exceeding half a month's salary for each completed year of service and encashment of leave at the end of the tenure shall not be included in the computation of the ceiling on Remuneration under Schedule V of the Companies Act, 2013. Provision of cars with driver for use on Company's business and telephone (including mobile / landline / fax / wi-fi facilities) will not be considered as perquisites, Personal long distance calls and use of cars for private purpose shall, however, be billed by the Company. Valuation of perquisites shall be done as per the Income Tax Rules, wherever applicable. In absence of any such rule, the perquisites shall be evaluated at actual cost.

D. Severance:

The services of Managing Director Dr. Kanak Mukhopadhyay may be determined either by the Company or Dr. Kanak Mukhopadhyay himself by giving one-month notice or by paying one month's basic pay in lieu of notice from either side.

In case a shorter notice period is decided either by the Company or by mutual consent, as the case may be, the payment of basic pay in lieu of the notice period shall be commensurate with such shorter notice period,

The notice period will start from the date of termination letter issued by the Company or the date on which resignation is received by the Company, as the case may be.

In the event of Dr. Kanak Mukhopadhyay resigns, the Company shall have the option to waive the notice period partly or fully without paying any Salary or Compensation for the notice period so waived and also to decide:

a. Whether the notice period shall run concurrently with the period of any leave which may be granted to Dr. Kanak Mukhopadhyay or

b. Whether Dr. Kanak Mukhopadhyay's notice period should stand extended to the period of the leave availed by him,

The services of Dr. Kanak Mukhopadhyay are liable to be terminated without any notice or salary in lieu thereof in case of continued ill health, misconduct or breach of Company's rules and regulations.

E. Minimum Remuneration: In the event of absence or inadequacy of profits in any financial year during the tenure of the appointment of Dr. Kanak Mukhopadhyay, he will be entitled to draw the subsisting remuneration as Minimum Remuneration, subject to compliance of the provisions of Schedule V of the Companies Act, 2013,

3) Other matters:

During the term of his employment in the Company, Dr. Kanak Mukhopadhyay shall maintain confidentiality about the Company's business affairs, not engage himself, unless permitted by the Company in any other business or occupation and devote his whole time with the Company, discharging his duties as may be assigned to him by the Company from time-to-time, faithfully, diligently and loyally. Payment of the above remuneration to Dr. Kanak Mukhopadhyay has been approved by the Board of Directors at its meeting held on 27th of feb, 2025. The Board of Directors is of the opinion that the above remuneration payable to him is commensurate with his duties and responsibilities and is within the limits specified in Section 197 and Section 11 of Part IT of Schedule V to the Companies Act, 2013.

The terms and conditions of the said appointment may be altered and varied from time to time by the Nomination and Remuneration Committee of the Board / Board of Directors (as the case may be) as it may, in its absolute discretion, deem fit or proper within the maximum amount payable to Dr. Kanak Mukhopadhyay in accordance with the provisions of the Companies Act, 2013 read with Schedule V to the Act or any amendment made therein,

The remaining provisions of the Draft Agreement set out the mutual rights and obligations of the parties thereto and other administrative details.

During the currency of tenure of Dr, Kanak Mukhopadhyay, he shall not be liable to retire by rotation. He shall also not be entitled to any fees for attending the Meetings of the Board / Committee thereof.

If at any time Dr. Kanak Mukhopadhyay ceases to be in the employment of the Company for any cause whatsoever, he shall cease to be a Director of the Company.

If at any time Dr. Kanak Mukhopadhyay ceases to be a Director of the Company for any cause whatsoever, he shall cease to be the Managing Director of the Company in terms of this Resolution / Agreement and the appointment shall forthwith terminate.

The Draft Agreement to be executed by the Company with Dr. Kanak Mukhopadhyay is available for inspection by Members without any fee at the Registered Office of the

Company between 10.00 a.m to 1.00 p.m, on any working day of the Company and will also be available at the Meeting.

Approval of the Members is being sought for appointment and payment of remuneration of Dr, Kanak Mukhopadhyay as per Item No. 1 of the Notice.

The Board recommends that the Resolution as set out in Item No. 1 of the Notice be passed in the interest of the Company as a Special Resolution.

Save and except Dr. Kanak Mukhopadhyay, being the appointee as well as a shareholder and his relatives who hold shares in the Company and Mr. Ayon Mukhopadhyay Non executive Director of the Company Being his son, none of the other director or their relatives are concerned or interested financially or otherwise in the resolution stated at Item No. 1 of the Notice.

Item No. 2:

The tenure of appointment of Prof. Hiranmay Saha will expire on 31st of March 2025. The Board of Directors of the Company ('the Board') at its Meeting held on 27th of February, 2025 have recommended for the approval of the Members of the Company, the appointment of Dr. Hiranmay Saha (DIN: 00254489) as the Whole Time Director to hold office for a period of 3 (three) years with effect from 1st of April 2025.

Justification for Appointment of Prof. Hiranmay Saha as Whole Time Director:-

Prof. Hiranmay Saha, aged 79, is one of the Whole Time Director and Chairman of the company. With more than 47 years of experience in R&D and Demonstration in Solar Photovoltaics, Prof. Saha is a seasoned expert whose contributions have been vital to the growth and success of the solar industry.

Prof. Saha is a retired Professor from the Department of Electronics and Telecommunication Engineering (ETCE) at Jadavpur University and currently serves as a Professor and Coordinator of the Green Energy Centre at IEST, Shibpur. As one of the founders of AGNI Green Power Limited, his deep knowledge and vast experience in the field of solar energy have played a key role in shaping the company's vision and direction since its inception.

In his new role as Whole Time Director, Prof. Saha's responsibilities will include formulating company policies and strategies, guiding the production and business development teams to align with the latest trends in the solar industry, and providing technical supervision to the R&D team. His leadership and expertise will continue to be pivotal in driving the company's innovations and growth.

Prof. Saha's achievements in solar photovoltaics are numerous. He is the inventor of the central charging system for solar lanterns and designed the first solar power plant (26 KWp) in India, located in Simlipal Forest in 1989. He has also been instrumental in the establishment of several solar companies in West Bengal, including WEBSOL.

Furthermore, his consulting work for organizations like NKDA, SBI, and other entities has contributed significantly to the solar industry's development.

Prof. Saha's work has earned him numerous accolades, including the prestigious PVSEC Award by the Solar Energy Society of India in 1997 for his outstanding contributions to Solar PV Systems. He has held leadership roles as the Ex-Chairman of SESI (ERC) and IETE (ERC) and served as an expert member of PAC, DST TMD, and MNRE, Government of India. Additionally, he has contributed as a Project Coordinator for the DST Solar PV Hub and as the Coordinator for the MNRE Centre of Excellence for R&D in Solar Cells, CEGESS.

An accomplished academic, Prof. Saha has published over 300 technical papers in international journals and conferences and holds 12 patents in Solar PV and Sensors. He has also supervised 25 PhD students specializing in Solar PV and Sensor Systems.

Given his extensive expertise, leadership experience, and invaluable contributions to the solar energy sector, Prof. Hiranmay Saha is exceptionally qualified to serve as the Whole Time Director. His appointment will strengthen the company's vision of continued growth and innovation in the solar industry.

The salient features of the terms and conditions of appointment of Dr. Hiranmay Saha (DIN: 00254489) as the Whole Time Director of the Company are given below:

1) Duties & Powers:

a) The Whole Time Director shall devote his whole time and attention to the business and operations of the Company and carry out such duties as may be entrusted to him by the Board from time to time or separately communicated to him and exercise such powers as may be assigned to him, subject to overall superintendence, control and directions of the Board of Directors in connection with and in the best interests of the business of the Company.

b) The Whole Time Director shall not exceed the powers so delegated by the Board pursuant to clause 1(a) above.

c) The Whole Time Director shall employ the best of his skills, interests and abilities to make his utmost endeavour to promote the interests and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.

d) As a Whole Time Director of the Company Mr. Hiranmay Saha shall abide by the Ethics and Code of Conduct as may be applicable from time to time for employees of the Company.

2) Remuneration

So long as the Whole Time Director performs his duties and conforms to the terms and conditions of his appointment, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the applicable laws for the time being in force.

A. Remuneration per month:

Prof. Hiranmay Saha will be paid a consolidated salary of Rs. 68,000/- per Month.

Note: Contribution to Provident Fund @ 12% of Basic Pay and Payment of Gratuity will be as per the statutory provisions / regulations in force and accordingly may vary. Contribution to PF, Gratuity payable, Encashment of leave at the end of tenure will not form part of Perquisites for calculation of managerial remuneration.

B. Performance linked bonus:

Performance bonus (actual payment based on Company's performance and individual performance) as may be determined by the Board of Directors/Nomination and Remuneration Committee in each financial year.

C. Leave Entitlement:

Leave entitlement will be as per the leave policy of the Company.

General Exemption and computation of value of perquisites:

Company's contribution to Provident Fund and/or Superannuation Fund and/or Annuity Fund to the extent these either singly or put together are not taxable under the Income Tax Act, 1961; Gratuity payable at a rate not exceeding half a month's salary for each completed year of service and encashment of leave at the end of the tenure shall not be included in the computation of the ceiling on Remuneration under Schedule V of the Companies Act, 2013. Provision of cars with driver for use on Company's business and telephone (including mobile / landline / fax / wi-fi facilities) will not be considered as perquisites. Personal long distance calls and use of cars for private purpose shall, however, be billed by the Company. Valuation of perquisites shall be done as per the Income Tax Rules, wherever applicable. In absence of any such rule, the perquisites shall be evaluated at actual cost.

D. Severance:

The services of Dr. Hiranmay Saha, Whole-time Director may be determined either by the Company or Dr. Saha himself by giving one-month notice or by paying one month's basic pay in lieu of notice from either side.

In case a shorter notice period is decided either by the Company or by mutual consent, as the case may be, the payment of basic pay in lieu of the notice period shall be commensurate with such shorter notice period.

The notice period will start from the date of termination letter issued by the Company or the date on which resignation is received by the Company, as the case may be.

In the event of Dr. Hiranmay Saha resigns, the Company shall have the option to waive the notice period partly or fully without paying any Salary or Compensation for the notice period so waived and also to decide:

- a. Whether the notice period shall run concurrently with the period of any leave which may be granted to Dr. Hiranmay Saha or
- b. Whether Dr. Hiranmay Saha's notice period should stand extended to the period of the leave availed by him.

The services of Dr. Hiranmay Saha are liable to be terminated without any notice or salary in lieu thereof in case of continued ill health, misconduct or breach of Company's rules and regulations.

E. Minimum Remuneration: In the event of absence or inadequacy of profits in any financial year during the tenure of the appointment of Mr. Arup Kumar Mahanta, he will be entitled to draw the subsisting remuneration as Minimum Remuneration, subject to compliance of the provisions of Schedule V of the Companies Act, 2013.

3) Other matters:

During the term of his employment in the Company, Dr. Hiranmay Saha shall maintain confidentiality about the Company's business affairs, not engage himself, unless permitted by the Company in any other business or occupation and devote his whole time with the Company, discharging his duties as may be assigned to him by the Company from time-to-time, faithfully, diligently and loyally.

Payment of the above remuneration to Dr. Hiranmay Saha has been approved by the Board of Directors at its meeting held on 27th of Feb, 2025. The Board of Directors is of the opinion that the above remuneration payable to him is commensurate with his duties and responsibilities and is within the limits specified in Section 197 and Section II of Part II of Schedule V to the Companies Act, 2013.

The terms and conditions of the said appointment may be altered and varied from time to time by the Nomination and Remuneration Committee of the Board / Board of Directors (as the case may be) as it may, in its absolute discretion, deem fit or proper within the maximum amount payable to Dr. Hiranmay Saha in accordance with the provisions of the Companies Act, 2013 read with Schedule V to the Act or any amendment made therein.

The remaining provisions of the Draft Agreement set out the mutual rights and obligations of the parties thereto and other administrative details.

The appointment and period of office of Dr. Hiranmay Saha as a whole-time Director, shall be liable to determination by retirement of Directors by rotation. He shall also not be entitled to any fees for attending the Meetings of the Board / Committee thereof.

If at any time Dr. Hiranmay Saha ceases to be in the employment of the Company for any cause whatsoever, he shall cease to be a Director of the Company.

If at any time Dr. Hiranmay Saha ceases to be a Director of the Company for any cause whatsoever, he shall cease to be the Whole-time Director of the Company in terms of this Resolution / Agreement and the appointment shall forthwith terminate.

The Draft Agreement to be executed by the Company with Dr. Hiranmay Saha is available for inspection by Members without any fee at the Registered Office of the Company between 10.00 a.m to 1.00 p.m. on any working day of the Company and will also be available at the Meeting.

Approval of the Members is being sought for appointment and payment of remuneration of Dr. Hiranmay Saha as per Item No.2 of the Notice.

The Board recommends that the Resolution as set out in Item No. 2 of the Notice be passed in the interest of the Company as a Special Resolution.

Dr. Hiranmay Saha, being the appointee as well as a shareholder, Mr. Aban Saha his son and a Shareholder Director of the Company and their relatives who hold shares in the Company are concerned or interested, financially or otherwise, in the resolution aforesaid. Save as above, none of the other Directors or their relatives are concerned or interested, financially or otherwise in the resolution stated at Item No. 2 of the Notice.

Item No. 3:

The tenure of appointment of Mr. Arup Kumar Mahanta will expire on 31st of March 2025. The Board of Directors of the Company ('the Board') at its Meeting held on 27th of February, 2025 have recommended for the approval of the Members of the Company, the appointment of Mr. Arup Kumar Mahanta (DIN: 00792851) as the Whole Time Director to hold office for a period of 3 (three) years with effect from 1st of April 2025.

Justification for Appointment of Mr. Arup Kumar Mahanta as Whole Time Director:-

Mr. Arup Kumar Mahanta, aged 54, is one of the Whole Time Director of the company. With more than 27 years of experience in business development, administrative operations, quality management, product development, design engineering, and project execution, Mr. Mahanta brings invaluable expertise and a strong track record of success to the role.

Mr. Mahanta holds a Bachelor of Science degree and a Diploma in Electronics and Telecommunication Engineering. He has also furthered his knowledge by training in Solar Photovoltaic (SPV) applications, with programs conducted by Siemens and IIT Madras, which has equipped him with specialized knowledge critical to the company's growth in the solar energy sector.

As the Whole Time Director, Mr. Mahanta will continue to oversee several key responsibilities, including business development at the government level, quality management and improvement, and diversification into other non-conventional energy sources. He will be instrumental in conducting feasibility studies on new projects and products, product design and development, as well as the engineering and planning of solar energy projects. Additionally, he will manage day-to-day operations and ensure the quality delivery of services, along with fostering customer liaison.

Since 2006, Mr. Mahanta has served as the Director of Agni Green Power Limited, where he has consistently demonstrated his leadership and hands-on experience in installing Solar PV Power plants. His effective business development efforts, particularly in North East India and other parts of the country, have been critical in driving the company's growth. His technical knowledge, attention to detail, and strong dedication have been key contributors to the company's consistent success.

Given his extensive experience, technical expertise, and proven leadership in business development and operations, Mr. Arup Kumar Mahanta is highly qualified to take on the role of Whole Time Director. His appointment will play a crucial role in ensuring the company's continued growth and success in the renewable energy sector.

The salient features of the terms and conditions of appointment of Mr. Arup Kumar Mahanta (DIN: 00792851) as the Whole Time Director of the Company are given below:

1) Duties & Powers:

a) The Whole Time Director shall devote his whole time and attention to the business and operations of the Company and carry out such duties as may be entrusted to him by the Board from time to time or separately communicated to him and exercise such powers as may be assigned to him, subject to overall superintendence, control and directions of the Board of Directors in connection with and in the best interests of the business of the Company.

b) The Whole Time Director shall not exceed the powers so delegated by the Board pursuant to clause 1(a) above.

c) The Whole Time Director shall employ the best of his skills, interests and abilities to make his utmost endeavour to promote the interests and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.

d) As a Whole Time Director of the Company Mr. Arup Kumar Mahanta shall abide by the Ethics and Code of Conduct as may be applicable from time to time for employees of the Company.

2) Remuneration

So long as the Whole Time Director performs his duties and conforms to the terms and conditions of his appointment, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the applicable laws for the time being in force.

a. Remuneration per month:

Mr. Arup Kumar Mahanta will be paid a consolidated salary of Rs. 1,58,750/- per Month. Note: Contribution to Provident Fund @ 12% of Basic Pay and Payment of Gratuity will be as per the statutory provisions / regulations in force and accordingly may vary. Contribution to PF, Gratuity payable, Encashment of leave at the end of tenure will not form part of Perquisites for calculation of managerial remuneration.

b. Performance linked bonus:

Performance bonus (actual payment based on Company's performance and individual performance) as may be determined by the Board of Directors/Nomination and Remuneration Committee in each financial year.

c. Leave Entitlement

Leave entitlement will be as per the leave policy of the Company.

General Exemption and computation of value of perquisites:

Company's contribution to Provident Fund and/or Superannuation Fund and/or Annuity Fund to the extent these either singly or put together are not taxable under the Income Tax Act, 1961; Gratuity payable at a rate not exceeding half a month's salary for each completed year of service and encashment of leave at the end of the tenure shall not be included in the computation of the ceiling on Remuneration under Schedule V of the Companies Act, 2013. Provision of cars with driver for use on Company's business and telephone (including mobile / landline / fax / wi-fi facilities) will not be considered as perquisites. Personal long distance calls and use of cars for private purpose shall, however, be billed by the Company. Valuation of perquisites shall be done as per the Income Tax Rules, wherever applicable. In absence of any such rule, the perquisites shall be evaluated at actual cost.

D. Severance:

The services of Mr. Arup Kumar Mahanta, Whole-time Director may be determined either by the Company or Mr. Mahanta himself by giving one-month notice or by paying one month's basic pay in lieu of notice from either side.

In case a shorter notice period is decided either by the Company or by mutual consent, as the case may be, the payment of basic pay in lieu of the notice period shall be commensurate with such shorter notice period.

The notice period will start from the date of termination letter issued by the Company or the date on which resignation is received by the Company, as the case may be.

In the event of Mr. Arup Kumar Mahanta resigns, the Company shall have the option to waive the notice period partly or fully without paying any Salary or Compensation for the notice period so waived and also to decide:

a. Whether the notice period shall run concurrently with the period of any leave which may be granted to Mr. Arup Kumar Mahanta or

b. Whether Mr. Arup Kumar Mahanta's notice period should stand extended to the period of the leave availed by him

The services of Mr. Arup Kumar Mahanta are liable to be terminated without any notice or salary in lieu thereof in case of continued ill health, misconduct or breach of Company's rules and regulations.

E. Minimum Remuneration: In the event of absence or inadequacy of profits in any financial year during the tenure of the appointment of Mr. Arup Kumar Mahanta, he will be entitled to draw the subsisting remuneration as Minimum Remuneration, subject to compliance of the provisions of Schedule V of the Companies Act, 2013.

3) Other matters:

During the term of his employment in the Company, Mr. Arup Kumar Mahanta shall maintain confidentiality about the Company's business affairs, not engage himself, unless permitted by the Company in any other business or occupation and devote his whole time with the Company, discharging his duties as may be assigned to him by the Company from time-to-time, faithfully, diligently and loyally.

Payment of the above remuneration to Mr. Arup Kumar Mahanta has been approved by the Board of Directors at its meeting held on 27th of February, 2025. The Board of Directors is of the opinion that the above remuneration payable to him is commensurate with his duties and responsibilities and is within the limits specified in Section 197 and Section II of Part II of Schedule V to the Companies Act, 2013.

The terms and conditions of the said appointment may be altered and varied from time to time by the Nomination and Remuneration Committee of the Board / Board of Directors (as the case may be) as it may, in its absolute discretion, deem fit or proper within the maximum amount payable to Mr. Arup Kumar Mahanta in accordance with the provisions of the Companies Act, 2013 read with Schedule V to the Act or any amendment made therein.

The remaining provisions of the Draft Agreement set out the mutual rights and obligations of the parties thereto and other administrative details.

The appointment and period of office of Mr. Arup Kumar Mahanta as a whole-time Director, shall be liable to determination by retirement of Directors by rotation. He shall also not be entitled to any fees for attending the Meetings of the Board / Committee thereof.

If at any time Mr. Arup Kumar Mahanta ceases to be in the employment of the Company for any cause whatsoever, he shall cease to be a Director of the Company.

If at any time Mr. Arup Kumar Mahanta ceases to be a Director of the Company for any cause whatsoever, he shall cease to be the Whole-time Director of the Company in terms of this Resolution / Agreement and the appointment shall forthwith terminate.

The Draft Agreement to be executed by the Company with Mr. Arup Kumar Mahanta is available for inspection by Members without any fee at the Registered Office of the Company between 10.00 a.m to 1.00 p.m. on any working day of the Company and will also be available at the Meeting.

Approval of the Members is being sought for appointment and payment of remuneration of Mr. Arup Kumar Mahanta as per Item No. 3 of the Notice.

The Board recommends that the Resolution as set out in Item No. 3 of the Notice be passed in the interest of the Company as a Special Resolution.

Save and except Mr. Arup Kumar Mahanta, being the appointee as well as a shareholder and his relatives who hold shares in the Company, none of the other directors or their relatives are concerned or interested, financially or otherwise, in the resolution stated at Item No. 3 of the Notice.

Item No. 4:

The tenure of appointment of Mr. Aban Saha will expire on 31st Of March 2025. The Board of Directors of the Company ('the Board') at its Meeting held on 27th of, February 2025 have recommended for the approval of the Members of the Company, the appointment of Mr. Aban Saha (DIN: 08292573) as the Whole Time Director to hold office for a period of 3 (three) years with effect from 1st of April 2025.

Justification for Appointment of Mr. Aban Saha as the Whole Time Director of the Company.

Mr. Aban Saha, aged 45, as the Whole Time Director of the company. With over 17 years of sales and project management experience in multinational corporations and other leading organizations, Mr. Saha brings a wealth of expertise in business development, marketing, and client relations, making him a key asset to the company.

Mr. Saha has had extensive exposure to working with clients across diverse industries and countries, allowing him to develop a deep understanding of the global business landscape. His key responsibilities in the company include driving marketing and business development initiatives, managing customer relationships, enhancing the company's branding, and overseeing HR and administration management.

Mr. Saha holds a Bachelor's degree in Computer Engineering and has furthered his skills by completing an Executive Program in Business Management (EPBM) from IIM Calcutta. Additionally, he holds certifications in Lean Graduate and Quality Ambassador, further demonstrating his commitment to continuous improvement and operational excellence.

Having been associated with the company since 2018, Mr. Saha has played a pivotal role in shaping the company's growth strategy. His leadership and expertise in handling

various aspects of the business, including marketing, branding, and HR management, have contributed to the company's progress and reputation.

Given his extensive experience, proven leadership skills, and significant contributions to the company, Mr. Aban Saha is exceptionally qualified to serve as Whole Time Director. His appointment will ensure the continued success and expansion of the company in the coming years.

The salient features of the terms and conditions of appointment of Mr. Aban Saha (DIN: 08292573) as the Whole Time Director of the Company are given below:

1) Duties & Powers:

a) The Whole Time Director shall devote his whole time and attention to the business and operations of the Company and carry out such duties as may be entrusted to him by the Board from time to time or separately communicated to him and exercise such powers as may be assigned to him, subject to overall superintendence, control and directions of the Board of Directors in connection with and in the best interests of the business of the Company.

b) The Whole Time Director shall not exceed the powers so delegated by the Board pursuant to clause 1(a) above.

c) The Whole Time Director shall employ the best of his skills, interests and abilities to make his utmost endeavour to promote the interests and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.

d) As a Whole Time Director of the Company Mr. Aban Saha shall abide by the Ethics and Code of Conduct as may be applicable from time to time for employees of the Company.

2) Remuneration

So long as the Whole Time Director performs his duties and conforms to the terms and conditions of his appointment, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the applicable laws for the time being in force.

Remuneration per month:

Mr. Aban Saha will be paid a consolidated salary of Rs. 135000/- per Month.

Note: Contribution to Provident Fund @ 12% of Basic Pay and Payment of Gratuity will be as per the statutory provisions / regulations in force and accordingly may vary.

Contribution to PF, Gratuity payable, Encashment of leave at the end of tenure will not form part of Perquisites for calculation of managerial remuneration.

B. Performance linked bonus:

Performance bonus (actual payment based on Company's performance and individual performance) as may be determined by the Board of Directors/Nomination and Remuneration Committee in each financial year.

C. Leave Entitlement:

Leave entitlement will be as per the leave policy of the Company.

General Exemption and computation of value of perquisites:

Company's contribution to Provident Fund and/or Superannuation Fund and/or Annuity Fund to the extent these either singly or put together are not taxable under the Income Tax Act, 1961; Gratuity payable at a rate not exceeding half a month's salary for each completed year of service and encashment of leave at the end of the tenure shall not be included in the computation of the ceiling on Remuneration under Schedule V of the Companies Act, 2013. Provision of cars with driver for use on Company's business and telephone (including mobile / landline / fax / wi-fi facilities) will not be considered as perquisites. Personal long distance calls and use of cars for private purpose shall, however, be billed by the Company. Valuation of perquisites shall be done as per the Income Tax Rules, wherever applicable. In absence of any such rule, the perquisites shall be evaluated at actual cost.

D. Severance:

The services of Mr. Aban Saha, Whole-time Director may be determined either by the Company or Mr. Saha himself by giving one month notice or by paying one month's basic pay in lieu of notice from either side.

In case a shorter notice period is decided either by the Company or by mutual consent, as the case may be, the payment of basic pay in lieu of the notice period shall be commensurate with such shorter notice period.

The notice period will start from the date of termination letter issued by the Company or the date on which resignation is received by the Company, as the case may be.

In the event of Mr. Aban Saha resigns, the Company shall have the option to waive the notice period partly or fully without paying any Salary or Compensation for the notice period so waived and also to decide:

a. Whether the notice period shall run concurrently with the period of any leave which may be granted to Mr. Aban Saha or

b. Whether Mr. Aban Saha's notice period should stand extended to the period of the leave availed by him

The services of Mr. Aban Saha are liable to be terminated without any notice or salary in lieu thereof in case of continued ill health, misconduct or breach of Company's rules and regulations.

E. Minimum Remuneration: In the event of absence or inadequacy of profits in any financial year during the tenure of the appointment of Mr. Arup Kumar Mahanta, he will be entitled to draw the subsisting remuneration as Minimum Remuneration, subject to compliance of the provisions of Schedule V of the Companies Act, 2013.

3) Other matters:

During the term of his employment in the Company, Mr. Aban Saha shall maintain confidentiality about the Company's business affairs, not engage himself, unless permitted by the Company in any other business or occupation and devote his whole time with the Company, discharging his duties as may be assigned to him by the Company from time-to-time, faithfully, diligently and loyally.

Payment of the above remuneration to Mr. Aban Saha has been approved by the Board of Directors at its meeting held on 27th of February, 2025. The Board of Directors is of the opinion that the above remuneration payable to him is commensurate with his duties and responsibilities and is within the limits specified in Section 197 and Section II of Part II of Schedule V to the Companies Act, 2013.

The terms and conditions of the said appointment may be altered and varied from time to time by the Nomination and Remuneration Committee of the Board / Board of Directors (as the case may be) as it may, in its absolute discretion, deem fit or proper within the maximum amount payable to Mr. Aban Saha in accordance with the provisions of the Companies Act, 2013 read with Schedule V to the Act or any amendment made therein.

The remaining provisions of the Draft Agreement set out the mutual rights and obligations of the parties thereto and other administrative details.

The appointment and period of office of Mr. Aban Saha as a whole-time Director, shall be liable to determination by retirement of Directors by rotation. He shall also not be entitled to any fees for attending the Meetings of the Board / Committee thereof.

If at any time Mr. Aban Saha ceases to be in the employment of the Company for any cause whatsoever, he shall cease to be a Director of the Company.

If at any time Mr. Aban Saha ceases to be a Director of the Company for any cause whatsoever, he shall cease to be the Whole-time Director of the Company in terms of this Resolution / Agreement and the appointment shall forthwith terminate.

The Draft Agreement to be executed by the Company with Mr. Aban Saha is available for inspection by Members without any fee at the Registered Office of the Company between

10.00 a.m to 1.00 p.m. on any working day of the Company and will also be available at the Meeting.

Approval of the Members is being sought for appointment and payment of remuneration of Mr. Aban Saha as per Item No. 4 of the Notice.

The Board recommends that the Resolution as set out in Item No. 4 of the Notice be passed in the interest of the Company as a Special Resolution.

Mr. Aban Saha, being the appointee as well as a shareholder, Dr. Hiranmay Saha his father and a Shareholder Director of the Company and their relatives who hold shares in the Company are concerned or interested, financially or otherwise, in the resolution aforesaid. Save as above, none of the other Directors or their relatives are concerned or interested, financially or otherwise, in the resolution stated at Item No. 4 of the Notice.

Common general information as required under para (iv) of item B in section II of part II of Schedule V of the Companies Act, 2013 for Item Nos. 6, 7, 8 and 9 of the Notice are given below:

(1) Nature of industry: Manufacturing

(2) Date or expected date of commencement of commercial production: 25.08.1995

(3) In case of new companies, expected date of commencement of activities as per project approved by financial institutions appearing in the prospectus: Not applicable

(4) Financial performance based on given indicator

Particulars	(Amt. Rs. in Lacs)		
	Period ended 31 st March, 2022	Period ended 31 st March, 2023	Period ended 31 st March, 2024
Gross Income	1539.67	2201.93	3526.71
Profit before tax (PBT)	29.59	(141.71)	51.97
Profit after tax (PAT)	21.89	(141.24)	38.46

(5) Foreign investments or collaborations, if any: N.A

II. Information about the appointees:

Dr Kanak Mukhopadhyay:-

Backgroud Details: Dr. Kanak Mukhopadhyay, aged about 74 years is one of the pioneer entrepreneurs of Solar industry in India and has more than 40 years of experience in Solar industry. He is the founder MD of the company since 1995 and is the instrumental in shaping the company in its present dimensions. He is Working in the field of Solar Photovoltaic since 1976. He was Faculty member of Different Universities in India and Abroad. He is very much Experienced in Design and Methodology of Solar PV systems. He Delivered Lectures and attended National and International Seminars. He has written a Book on Solar PV Systems. He also won SESI-EMVEE Young Entrepreneur Award, 2004. He was also Associated with some Universities naming IEST, Shibpur, Howrah, Mizoram University. M-Tech and Ph.D. examiner of different Universities.

Past remuneration:

Last drawn Salary by Dr. Kanak Mukhpadyay was Rs.184500/- per month.

Recognitions or awards:

He Delivered Lectures and attended National and International Seminars. He has written a Book on Solar PV Systems. He also won SESI-EMVEE Young Entrepreneur Award, 2004. He is also Associated with some Universities naming IEST, Shibpur, Howrah, Mizoram University. M-Tech and Ph.D. examiner of different Universities.

Job profile and suitability:

Under the company his key responsibilities include Overall supervision towards company Growth, Technical guidance towards design, development and project completion and for new Product development. Supervision of finance and accounting operations, Supporting directors for seamless operation of different departments

Remuneration Proposed:

The remuneration paid/proposed to be paid is detailed herein above in the explanatory statement.

Comparative remuneration profile with respect to industry, size of the company, profile of the position and person (in case of expatriates the relevant details would be with respect to the country of his origin):

The proposed remuneration is comparable and commensurate with the size and nature of the business of the Company and the responsibility of the appointee.

Pecuniary relationship directly or indirectly with the company, or relationship with the managerial personnel, if any:

Pecuniary relationship directly or indirectly with the company, or relationship with the managerial personnel, if any is detailed herein above in the Explanatory Statement.

Prof. Hiranmay Saha:-

Background Details: aged about 79 years is having an experience of more than 45 years in R&D and Demonstration in Solar Photovoltaics. He is a Retired Professor of ETCE Dept in Jadavpur University and currently Professor and Coordinator of Green Energy Centre In IEST, Shibpur. He is one of founders of AGNI Green Power Limited. He is Inventor of Central Charging of Solar Lanterns He Designed and help installation of first Solar Power Plant (26 KWp) in India in Simlipal Forest in 1989, He helped in establishment of a number of Solar Companies in West Bengal including WEBSOL,

Past remuneration:

Last drawn Salary by Prof. Hiranmay Saha was Rs.68000/- per month.

Recognitions or awards

He has Received the prestigious PVSEC Award I by Solar Energy Society of India in 1997 for outstanding contributions in Solar PV Systems, He is the Ex-Chairman SESI(ERC) and IETE(ERC), Expert Member PAC, DST TMD, and MNRE, Govt of India, WEBREDA, Project Coordinator, DST Solar PV Hub. In IEST sponsored by DST, Govt of India, Coordinator, MNRE Centre of Excellence for R&D in Solar Cells, CEGESS. He Published more than 300 technical papers in International Journals and Conferences. He holds 12 patents in Solar PV and Sensors and Supervised 25 PhD students in Solar PV and Sensor Systems.

Job profile and suitability

His key responsibilities towards company is to formulate Policy and Strategy management Guiding production and business development team in the area of Solar Industry trend Providing Technical supervision and grooming of R&D team and is the key contributor for the growth of the company since inception.

Remuneration Proposed

The remuneration paid/proposed to be paid is detailed herein above in the explanatory statement.

Comparative remuneration profile with respect to industry, size of the company, profile of the position and person (in case of expatriates the relevant details would be with respect to the country of his origin):

The proposed remuneration is comparable and commensurate with the size and nature of the business of the Company and the responsibility of the appointee.

Pecuniary relationship directly or indirectly with the company, or relationship with the managerial personnel, if any.

Pecuniary relationship directly or indirectly with the company, or relationship with the managerial personnel, if any is detailed herein above in the Explanatory Statement.

Mr. Arup Kumar Mahanta:-

Background Details: aged about 54 years is having an experience of more than 27 Years in Business Development, administrative operation, Quality management, Product development, Design Engineering, Planning and its execution. He holds degree of Bachelor in Science Diploma in Electronics and Telecommunication Engineering and also trained himself on SPV application conducted by Siemens & IIT, Madras. He is the Director of Agni Green Power Limited since 2006. He has Vast hands-on experience of installing Solar PV Power Plant He did Effective business development in North East and other part of India with his hard work and dedication, strong technical knowledge and focus towards details our Company has Achieved consistent growth.

Past remuneration:

Last drawn Salary by Mr Arup Kumar Mahanta was Rs.158750/- per Month.

Job profile and suitability

His key responsibilities in Company includes Business Development in Govt. level, Quality management and its improvement, Diversification in the field of other non-Conventional sources, Feasibility study on Project and Product, Product designing and its Development, Design, Engineering and planning of projects. Day to day operations and quality delivery management Customer liaison.

Remuneration Proposed

The remuneration paid/proposed to be paid is detailed herein above in the explanatory statement.

Comparative remuneration profile with respect to industry, size of the company, profile of the position and person (in case of expatriates the relevant details would be with respect to the country of his origin):

The proposed remuneration is comparable and commensurate with the size and nature of the business of the Company and the responsibility of the appointee.

Pecuniary relationship directly or indirectly with the company, or relationship with the managerial personnel, if any.

Pecuniary relationship directly or indirectly with the company, or relationship with the managerial personnel, if any is detailed herein above in the Explanatory Statement.

Mr. Aban Saha:-

Backgroud Details: aged about 45 years, has More than fifteen years of sales and project management experience in MNC and other corporates. He has extensive exposure to work with clients from different industries and countries. He has done Executive Program on Business Management (EPBM) from IIM Calcutta and Holds Lean Graduate Certification and Quality Ambassador Certification and Bachelor's in Computer Engineering. He is associated with Company since 2018.

Past remuneration:

Last drawn Salary by Mr. Aban Saha was Rs.135000/- per Month

Job profile and suitability:

His key responsibilities in the company includes Marketing and business development, Customer relationship management, Branding Enhancement, Oversee HR and Admin management.

Remuneration Proposed:

The remuneration paid/proposed to be paid is detailed herein above in the explanatory statement.

Comparative remuneration profile with respect to industry, size of the company, profile of the position and person (in case of expatriates the relevant details would be with respect to the country of his origin):

The proposed remuneration is comparable and commensurate with the size and nature of the business of the Company and the responsibility of the appointee.

Pecuniary relationship directly or indirectly with the company, or relationship with the managerial personnel, if any.

Pecuniary relationship directly or indirectly with the company, or relationship with the managerial personnel, if any is detailed herein above in the Explanatory Statement.

Place Kolkata
Date 04/03/2025

By Order of the Board
Agni Green Power Limited

Sd/-
Avishek Kumar Sinha
Company Secretary

Notes:

1. 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. The instrument of the proxy, in order to be effective must be received by the company, duly completed and signed not later than forty eight (48) hours before the commencement of the meeting. Proxies submitted on behalf of limited companies, societies, etc., must be supported by appropriate resolutions/authority, as applicable. (Proxy form is annexed to this report)

A person can act as proxy on behalf of Members not exceeding fifty (50) and holding in the aggregate not more than 10% of the total share capital of the Company. In case a proxy is proposed to be appointed by a Member holding more than 10% of the total share capital of the Company carrying voting rights, then such proxy shall not act as a proxy for any other person or shareholder.

2. The Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 setting out the material facts of the proposed ordinary / special resolutions are annexed to the Notice above.

3. Members are informed that in case of Joint holders attending the meeting, only such Joint holder who is first in the order of the names will be entitled to vote.

4. Members holding shares in dematerialized form are requested to intimate all changes pertaining to their bank details, nominations, change of address, change of name and e-mail address, etc., to their Depository Participant. This will help the Company and the Company's Registrar and Transfer Agent, to provide efficient and prompt services.

5. The Notice of EGM is sent to all members via email at the email address registered with the RTA. Members may also note that this Notice will also be available on the Company's Website.

6. Pursuant to Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administrative) Rules, 2014, as may be amended from time to time and Regulation 44 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as the company got listed its share on NSE Emerge Platform dated 1st of August 2022 the Company is obligated to provide to the members the remote e-voting facility to exercise their vote at the Extraordinary General Meeting (EGM) by electronic means and the business may be

transacted through e-voting services rendered by National Securities Depository Limited. (NSDL) (remote e-voting") on all the resolution(s) set forth in this Notice.

8. Institutional/Corporate Shareholders (i.e. other than Individuals/HUF, NRI, etc.) are required to send a scanned copy (PDF/JPG Format) of its Board or governing body Resolution/Authorization etc. authorizing its representative to attend the EGM on its behalf and to vote through remote e-voting. The said Resolution/Authorization shall be sent to the Scrutinizer by email through its registered email address to cs.sinhashubham@gmail.com/ cs@agnipower.com

11. Members holding shares in Demat mode may kindly note that any request for change of address or change of E-mail ID or change in bank particulars/mandates or registration of nomination are to be instructed to their Depository Participant only, as the Company or its Registrar & Share Transfer Agent cannot act on any such request received directly from the Members holding shares in Demat mode. However, members holding shares in physical mode are requested to notify the Registrar & Share Transfer Agent of the Company of any change in their address and e-mail id as soon as possible.

12. Members are requested to contact the Company's Registrar & Share Transfer Agent Cameo Corporate Services Ltd Mumbai, (the Company's Registrar and Share Transfer Agents) having their registered office situated at Subramanian Building #1, Club House Road Chennai 600 002 - India.; Tel.: (044 - 2846 0390/91/92/93/94/95); Email id: cameo@cameoindia.com Website: www.cameoindia.com for reply to their queries / redressal of complaints, if any, or contact Mr. Avishek Kumar Sinha, Company Secretary of the Company at its Registered Office (Phone No.: +033 4061 0038 ; Email: cs@agnipower.com ; Website: www.agnipower.com).

13. Members are requested to intimate changes, if any, pertaining to their name, postal address, email address, telephone/ mobile numbers, Permanent Account Number (PAN), mandates, nominations, power of attorney, bank details such as, name of the bank and branch details, bank account number, MICR code, IFS Code, etc., to their DP's in case the shares are held by them in electronic form and to Cameo Corporate Services Ltd in case the shares are held by them in physical form.

14. The Cut-off date for determining the names of shareholders eligible for e-voting for the Extraordinary General Meeting is Wednesday, the 19th of March, 2025.

15. The Register of Directors and Key Managerial Personnel and their shareholding maintained under Section 170 of the Act and the Register of Contracts or arrangements in which Directors are interested maintained under Section 189 of the Act will be available during the meeting for inspection, to the Members attending the EGM.

16. Members may avail the facility of nomination by nominating a person to whom their shares in the Company shall vest in the event of their death. The prescribed form can be obtained from the Company's Registrar & Share Transfer Agent.

17. As per Regulation 40 of SEBI Listing Regulations, as amended, Securities of listed companies can be transferred only in dematerialized form with effect from, April 1, 2019, except in case of request received for transmission or transposition of securities. In view of this and to eliminate all risks associated with physical shares and for ease of portfolio management, members holding shares in physical form are requested to consider converting their holdings to dematerialized form. Members can contact the Company or Company's Registrar and Share Transfer Agent, Cameo Corporate Services Ltd for assistance in this regard.

18. Relevant documents referred to in the accompanying Notice and in the Explanatory Statements, if any, are open for inspection by the Members at the Company's Registered Office on all working days of the Company, during business hours up to the date of the Meeting.

19. Corporate Members intending to send their authorized representatives to attend the Meeting pursuant to Section 113 of the Companies Act, 2013 are requested to send to the Company, a certified copy of the relevant Board Resolution together with their respective specimen signatures authorizing their representative(s) to attend and vote on their behalf at the Meeting.

20. Route Map showing directions to reach to the venue of the EGM is given as per the requirement of the Secretarial Standards-2 on "General Meeting."

21. All Members are requested to

- Send all correspondence relating to transfer and transmission of shares to Registrar and Share Transfer Agent and not to the Company. Quote their Folio No. / Client ID No. in their correspondence with the Registrar and Share Transfer Agent.
- Send their queries related to accounts and operations of the Company at least 10 days in advance so that the required information can be made available at the meeting.
- Intimate Registrar and Share Transfer Agent i.e., Cameo Corporate Services Ltd Mumbai for consolidation of folios, in case having more than one folio.
- Bring their attendance slip with them at the meeting attached to the notice duly fill in and signed and handover the same at the entrance of place of the meeting. Proxy/

representative of a member should mark on the Attendance Slip as “Proxy” or “Representative” as the case may be.

- Register the E-mail address and change thereto, for receiving all communications including, Notices, and Circulars etc. from the Company electronically.

Place Kolkata
Date 04/03/2025

By Order of the Board
Agni Green Power Limited

Sd/-
Avishek Kumar Sinha
Company Secretary

THE INSTRUCTIONS FOR MEMBERS FOR REMOTE E-VOTING ARE AS UNDER:-

The remote e-voting period begins on 24th of March 2025 at 09:00 A.M. and ends on 26th of March 2025 at 05:00 P.M. The remote e-voting module shall be disabled by NSDL for voting thereafter. The Members, whose names appear in the Register of Members / Beneficial Owners as on the record date (cut-off date) i.e. 19th of March 2025, may cast their vote electronically. The voting right of shareholders shall be in proportion to their share in the paid-up equity share capital of the Company as on the cut-off date, being 19th March 2025.

How do I vote electronically using NSDL e-Voting system?

The way to vote electronically on NSDL e-Voting system consists of “Two Steps” which are mentioned below:

Step 1: Access to NSDL e-Voting system

A) Login method for e-Voting for Individual shareholders holding securities in demat mode

In terms of SEBI circular dated December 9, 2020 on e-Voting facility provided by Listed Companies, Individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Shareholders are advised to update their mobile number and email Id in their demat accounts in order to access e-Voting facility.

Login method for Individual shareholders holding securities in demat mode is given below:

Type of shareholders	Login Method
Individual Shareholders holding securities in demat mode with NSDL.	1. Existing IDeAS user can visit the e-Services website of NSDL Viz. https://eservices.nsdl.com either on a Personal Computer or on a mobile. On the e-Services home page click on the “ Beneficial Owner ” icon under “ Login ” which is available under ‘ IDeAS ’ section , this will prompt you to enter your existing User ID and Password. After successful authentication, you will be able to see e-Voting services under Value added services. Click on “ Access to e-Voting ” under e-Voting services and you will be able to see e-Voting page. Click on company name

or **e-Voting service provider i.e. NSDL** and you will be re-directed to e-Voting website of NSDL for casting your vote during the remote e-Voting period. If you are not registered for IDeAS e-Services, option to register is available at <https://eservices.nsd.com>. Select “**Register Online for IDeAS Portal**” or click at <https://eservices.nsd.com/SecureWeb/IdeasDirectReg.jsp>

2. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsd.com/> either on a Personal Computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Shareholder/Member’ section. A new screen will open. You will have to enter your User ID (i.e. your sixteen digit demat account number hold with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on company name or **e-Voting service provider i.e. NSDL** and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period.
3. Shareholders/Members can also download NSDL Mobile App “**NSDL Speede**” facility by scanning the QR code mentioned below for seamless voting experience.

NSDL Mobile App is available on



<p>Individual Shareholders holding securities in demat mode with CDSL</p>	<ol style="list-style-type: none"> 1. Users who have opted for CDSL Easi / Easiest facility, can login through their existing user id and password. Option will be made available to reach e-Voting page without any further authentication. The users to login Easi /Easiest are requested to visit CDSL website www.cdslindia.com and click on login icon & New System Myeasi Tab and then user your existing my easi username & password. 2. After successful login the Easi / Easiest user will be able to see the e-Voting option for eligible companies where the evoting is in progress as per the information provided by company. On clicking the evoting option, the user will be able to see e-Voting page of the e-Voting service provider for casting your vote during the remote e-Voting period. Additionally, there is also links provided to access the system of all e-Voting Service Providers, so that the user can visit the e-Voting service providers' website directly. 3. If the user is not registered for Easi/Easiest, option to register is available at CDSL website www.cdslindia.com and click on login & New System Myeasi Tab and then click on registration option. 4. Alternatively, the user can directly access e-Voting page by providing Demat Account Number and PAN No. from a e-Voting link available on www.cdslindia.com home page. The system will authenticate the user by sending OTP on registered Mobile & Email as recorded in the Demat Account. After successful authentication, user will be able to see the e-Voting option where the evoting is in progress and also able to directly access the system of all e-Voting Service Providers.
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Individual Shareholders (holding securities in demat mode) login through their depository participants	You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL/CDSL for e-Voting facility. upon logging in, you will be able to see e-Voting option. Click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature. Click on company name or e-Voting service provider i.e. NSDL and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period.
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Important note: Members who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned website.

Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e. NSDL and CDSL.

Login type	Helpdesk details
Individual Shareholders holding securities in demat mode with NSDL	Members facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.com or call at 022 - 4886 7000
Individual Shareholders holding securities in demat mode with CDSL	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at toll free no. 1800 22 55 33

B) Login Method for e-Voting for shareholders other than Individual shareholders holding securities in demat mode and shareholders holding securities in physical mode.

How to Log-in to NSDL e-Voting website?

1. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a Personal Computer or on a mobile.
2. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Shareholder/Member’ section.
3. A new screen will open. You will have to enter your User ID, your Password/OTP and a Verification Code as shown on the screen.
Alternatively, if you are registered for NSDL eservices i.e. IDEAS, you can log-in at <https://eservices.nsdl.com/> with your existing IDEAS login. Once you log-in to NSDL eservices after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e. Cast your vote electronically.
4. Your User ID details are given below :

Manner of holding shares i.e. Demat (NSDL or CDSL) or Physical	Your User ID is:
a) For Members who hold shares in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID For example if your DP ID is IN300*** and Client ID is 12***** then your user ID is IN300***12*****.
b) For Members who hold shares in demat account with CDSL.	16 Digit Beneficiary ID For example if your Beneficiary ID is 12***** then your user ID is 12*****
c) For Members holding shares in Physical Form.	EVEN Number followed by Folio Number registered with the company

	For example if folio number is 001*** and EVEN is 101456 then user ID is 101456001***
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5. Password details for shareholders other than Individual shareholders are given below:
- a) If you are already registered for e-Voting, then you can use your existing password to login and cast your vote.
 - b) If you are using NSDL e-Voting system for the first time, you will need to retrieve the 'initial password' which was communicated to you. Once you retrieve your 'initial password', you need to enter the 'initial password' and the system will force you to change your password.
 - c) How to retrieve your 'initial password'?
 - (i) If your email ID is registered in your demat account or with the company, your 'initial password' is communicated to you on your email ID. Trace the email sent to you from NSDL from your mailbox. Open the email and open the attachment i.e. a .pdf file. Open the .pdf file. The password to open the .pdf file is your 8 digit client ID for NSDL account, last 8 digits of client ID for CDSL account or folio number for shares held in physical form. The .pdf file contains your 'User ID' and your 'initial password'.
 - (ii) If your email ID is not registered, please follow steps mentioned below in **process for those shareholders whose email ids are not registered.**
6. If you are unable to retrieve or have not received the "Initial password" or have forgotten your password:
- a) Click on "**Forgot User Details/Password?**"(If you are holding shares in your demat account with NSDL or CDSL) option available on www.evoting.nsdl.com.
 - b) **Physical User Reset Password?**" (If you are holding shares in physical mode) option available on www.evoting.nsdl.com.
 - c) If you are still unable to get the password by aforesaid two options, you can send a request at evoting@nsdl.com mentioning your demat account number/folio number, your PAN, your name and your registered address etc.
 - d) Members can also use the OTP (One Time Password) based login for casting the votes on the e-Voting system of NSDL.

7. After entering your password, tick on Agree to “Terms and Conditions” by selecting on the check box.
8. Now, you will have to click on “Login” button.
9. After you click on the “Login” button, Home page of e-Voting will open.

Step 2: Cast your vote electronically on NSDL e-Voting system.

How to cast your vote electronically on NSDL e-Voting system?

1. After successful login at Step 1, you will be able to see all the companies “EVEN” in which you are holding shares and whose voting cycle is in active status.
2. Select “EVEN” of company for which you wish to cast your vote during the remote e-Voting period.
3. Now you are ready for e-Voting as the Voting page opens.
4. Cast your vote by selecting appropriate options i.e. assent or dissent, verify/modify the number of shares for which you wish to cast your vote and click on “Submit” and also “Confirm” when prompted.
5. Upon confirmation, the message “Vote cast successfully” will be displayed.
6. You can also take the printout of the votes cast by you by clicking on the print option on the confirmation page.
7. Once you confirm your vote on the resolution, you will not be allowed to modify your vote.

General Guidelines for shareholders

1. Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer by e-mail to cs.sinhashubham@gmail.com with a copy marked to evoting@nsdl.com. Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) can also upload their Board Resolution / Power of Attorney / Authority Letter etc. by clicking on "**Upload Board Resolution / Authority Letter**" displayed under "**e-Voting**" tab in their login.
2. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go through the "[Forgot User Details/Password?](#)" or "[Physical User Reset Password?](#)" option available on www.evoting.nsdl.com to reset the password.
3. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of www.evoting.nsdl.com or call on : 022 - 4886 7000 or send a request to Mr. Pritam Dutta, Assistant Manager at pritamd@nsdl.com / evoting@nsdl.com

Process for those shareholders whose email ids are not registered with the depositories for procuring user id and password and registration of e mail ids for e-voting for the resolutions set out in this notice:

1. In case shares are held in physical mode please provide Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) by email to cs@agnipower.com
2. In case shares are held in demat mode, please provide DPID-CLID (16 digit DPID + CLID or 16 digit beneficiary ID), Name, client master or copy of Consolidated Account statement, PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) to cs@agnipower.com . If you are an Individual shareholders holding securities in demat mode, you are requested to refer to the login method explained at **step**

1 (A) i.e. Login method for e-Voting for Individual shareholders holding securities in demat mode.

3. Alternatively shareholder/members may send a request to evoting@nsdl.com for procuring user id and password for e-voting by providing above mentioned documents.
4. In terms of SEBI circular dated December 9, 2020 on e-Voting facility provided by Listed Companies, Individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Shareholders are required to update their mobile number and email ID correctly in their demat account in order to access e-Voting facility.

Agni Green Power Limited

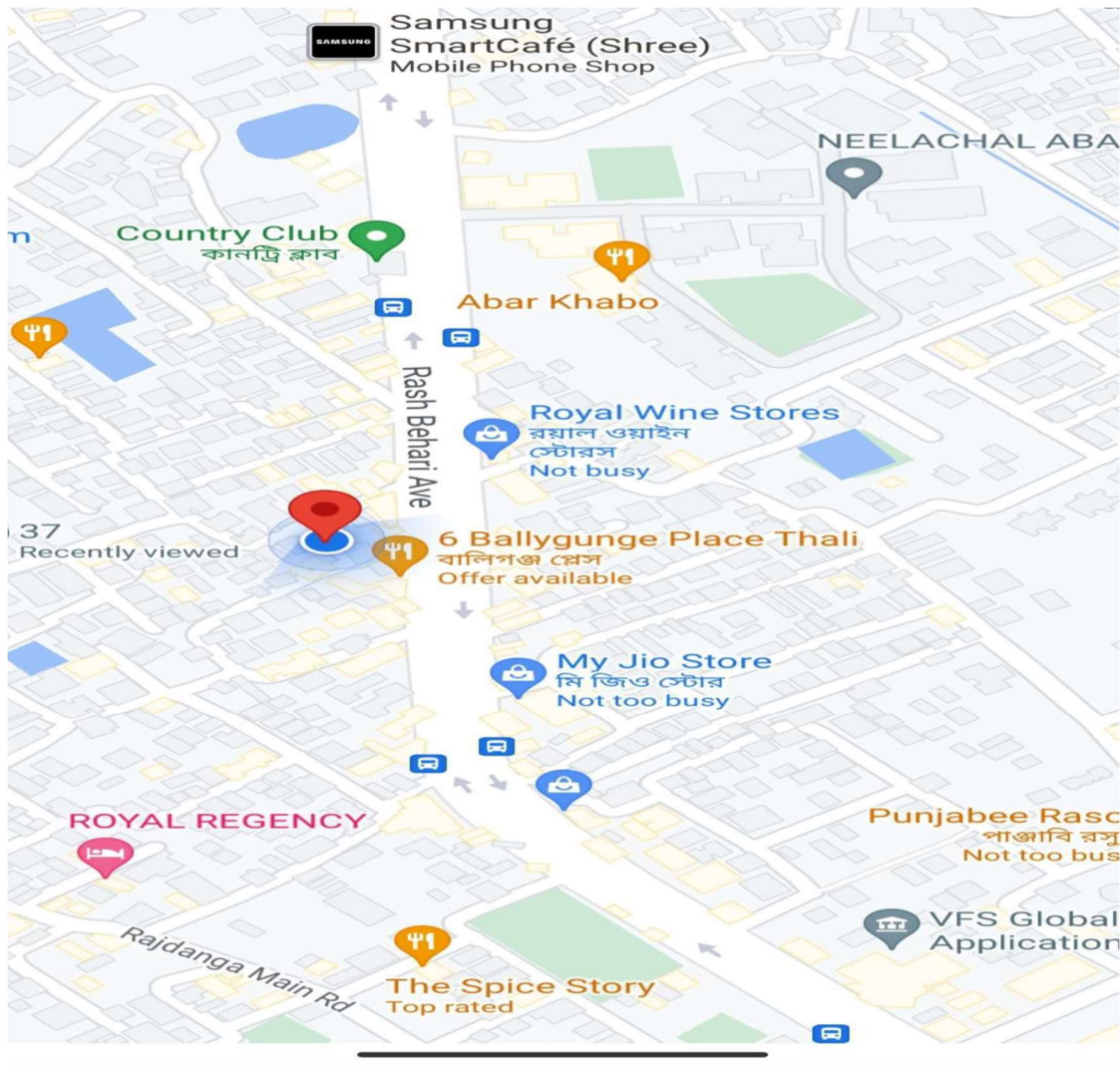
CIN NO.: L40106WB1995PLC073701

Regd Office: 114, Rajdanga Gold Park, piyali Apartment, Kolkata, West Bengal 700107.

Phone: 033-4061 0038 Website: www.agnipower.com

Email: info@agnipower.com

ROUTE MAP TO THE EGM VENUE



**Form No. MGT-11
PROXY FORM
(Pursuant to Section 105(6) of the Companies Act, 2013 and Rules 19(3) of the Companies
Management and Administration) Rules, 2014**

CIN	L40106WB1995PLC073701
Name Of The Company	Agni green Power Limited
Registered Office	114, Rajdanga Gold Park, piyali Apartment, Kolkata, West Bengal 700107

Name of the member (s)	
Registered Address	
E-mail ID	
Folio No /Client ID	
DP ID	

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

Name			
Address			
E-mail ID		Signature	

OR FAILING HIM

Name			
Address			
E-mail ID		Signature	

OR FAILING HIM

Name			
Address			
E-mail ID		Signature	

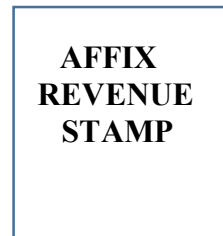
As my/our proxy to attend and vote (on a poll) for me/us and on my /our behalf at the Extra Ordinary General Meeting of the Company to be held on 27th March, 2025 at 3.00 PM at 114, Rajdanga Gold Park, Piyali Apartment, Kolkata, West Bengal 700107 and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution No.	Resolution
1	To Appoint and fix the remuneration of Dr. Kanak Mukhopadhyay (DIN: 00254415) as the Managing Director of the Company.
2	To Appoint and fix the remuneration of Prof. Hiranmay Saha (DIN: 00254489) as the Whole Time Director.
3	To Appoint and fix the remuneration of Mr. Arup Kumar Mahanta (DIN: 00792851) as the Whole Time Director.
4	To Appoint and fix the remuneration of Mr. Aban Saha (DIN: 08292573) as the Whole Time Director.

Signed this _____ day of _____ 2025

Signature of Shareholder (s): _____

Signature of Proxy Holder(s): _____



Note: This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.

ATTENDANCE SLIP
Extra Ordinary General Meeting 27th March, 2025

Folio No. / DP ID Client ID No.
Name of First named Member/Proxy/Authorised Representative
Name of Joint Member(s), if any:
No. of Shares held

I/we certify that I/we am/are member(s)/proxy for the member(s) of the company.

I/we hereby record my/our presence at the _____ (Meeting number) Extra Ordinary General Meeting of the company being held on _____ (Day & Date) at _____ (time) at _____ (Venue address).

Signature of First holder/Proxy/Authorised Representative:

Signature of 1st Joint holder:

Signature of 2nd Joint holder:

Note(s):

1. Please sign this attendance slip and hand it over at the Attendance Verification Counter at the MEETING VENUE.

2. Only shareholders of the company and/or their Proxy will be allowed to attend the Meeting.