

**NOTICE OF EXTRA ORDINARY GENERAL MEETING OF THE MEMBERS OF SEIL ENERGY INDIA LIMITED**

Shorter Notice is hereby given that 40<sup>th</sup> Extra Ordinary General Meeting of the Members of SEIL Energy India Limited will be held on Monday, December 08, 2025, at the Registered Office of the Company at Building 7A, Level 5, DLF Cybercity, Gurugram – 122 002, Haryana, India at 04:30 PM IST/ 03:00 PM Oman Time and virtually through Video Conferencing/Other Audio Visual Means (VC/ OAVM) to transact the following special business:

SPECIAL BUSINESS	
ITEM # 1	<p><b>To consider and approve the modification of terms of Rated, Listed, Secured, Transferable Redeemable Non-Convertible Debentures issued by the company on private placement basis amounting to INR 250,00,00,000 (Indian Rupees Two Hundred and Fifty Crores Only) issued in terms of Debenture Trust Deed dated 13 June 2024 [ISIN: INE460M07010; Security Name: 8.45%-SEIL-18-6-29-PVT, Scrip Code: 975744]</b></p> <p>To consider and if thought fit, to pass, with or without modification(s) the following resolution as a <b>Special Resolution</b>:</p> <p><b>“RESOLVED THAT</b> pursuant to the applicable provisions of the Companies Act, 2013 read with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and such other Rules, Circulars and clarifications, issued in this regard (including any amendment(s), modification(s) or re-enactment thereof, for the time being in force) and the Memorandum and Articles of Association of the Company, and other applicable laws, if any and in accordance with the resolution passed by the Members of the Company at their Meeting held on May 31, 2024 and the resolution passed by the Board of Directors at their Meeting held on December 07, 2025, and such other approvals, consents and sanctions, as may be required, the consent of the members of the Company be and is hereby accorded to carry out all amendments in respect of the Rated, Listed, Secured, Transferable Redeemable Non-Convertible Debentures denominated in Indian Rupees of a face value of INR 100,000 (Rupees One Lakh only) each, of the aggregate nominal value of up to INR 250,00,00,000 (Indian Rupees Two Hundred and Fifty Crores) issued on private placement basis, more particularly on the terms and conditions set out in the General Information Document / Key Information Document and the Debenture Trust Deed dated June 13, 2024 inter alia between the Company and the Catalyst Trusteeship Limited, as Debenture Trustee, in order to give effect to the superior terms stipulated by the lenders under the newly sanctioned/ converted credit facilities and to ensure compliance with the pari passu covenant under the Debenture Trust Deed.</p> <p><b>FURTHER RESOLVED THAT</b> the Directors of the Company, be and are hereby severally authorized on behalf of the Company to take, from time to time, all decisions and steps including varying any of the terms , either in part or full, as it may, in its absolute discretion, deem appropriate, subject to the specific limits, take such actions and steps</p>

	<p>including delegation of authority, as may be necessary and to settle all matters arising out of and thereto, and to sign and to execute deeds, applications, documents, agreements and writings that may be required, on behalf of the Company, in relation to the abovesaid amendments and take decisions on all matters concerning the same, including if necessary, delegate all or any activity pertaining to it to any Committee or any person or persons so authorized by it in this behalf and execute all such deeds, documents, instruments and writings as it may in its sole and absolute discretion deem necessary for giving effect of this Resolution.</p> <p><b>FURTHER RESOLVED THAT</b> the draft amendments to the Key Information Document dated June 07, 2024 and Debenture Trust Deed dated June 13, 2024 , be and are hereby approved.</p> <p><b>FURTHER RESOLVED THAT</b> the Company be and is hereby authorised to make all the necessary filings with the relevant regulatory authorities and do all such acts, deeds and things as may be required in connection therewith.</p> <p><b>FURTHER RESOLVED THAT</b> the Board be and is hereby authorized to delegate all or any of the powers herein conferred to any director(s) and/ or officer(s) of the Company, to give effect to the resolution, without being required to seek any further consent and approval of the members.</p>
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By order of the Board of Directors



**Rajeev Ranjan**  
**Company Secretary**  
**M. No. F6785**

**Place: Gurugram**

**Date: December 07, 2025**

**Notes:**

1. The Ministry of Corporate Affairs (“MCA”), vide its General circular nos. 14/2020 dated April 8, 2020, 17/2020 dated April 13, 2020, and 03/2025 dated September 22, 2025 (collectively “MCA Circulars”) have permitted companies to conduct AGM/EGM through VC or other audio-visual means, subject to compliance of various conditions mentioned therein.
2. In compliance with the aforesaid MCA Circulars, applicable provisions of the Companies Act, 2013 and Rules made thereunder, the 40<sup>th</sup> EGM of the Company is being convened and conducted in hybrid mode.
3. Members may attend:
  - **Physically** at: Building 7A, Level 5, DLF Cyber City, Gurugram- 122 002, Haryana, India.
  - **Virtually** via: Microsoft Teams, Link would be shared separately.
4. The relative Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 (the Act), in regard to the business as set out in Item No. 1 is annexed hereto.
5. As per the provisions under the MCA Circulars, members attending the EGM through VC/ OAVM facility shall be counted for the purpose of reckoning the quorum under Section 103 of the Companies Act, 2013.
6. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself. Such a proxy need not be a member of the Company. Proxies, in order to be valid and effective, must be received at the Company’s Registered Office not less than 48 hours before the commencement of the meeting. Proxies submitted on behalf of companies, societies, partnership firms etc., must be supported by appropriate resolution/ authority as applicable, issued on behalf of the nominating organization. Proxy form is enclosed.

Members are requested to note that 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 member.

Participation through virtual mode (VC/OAVM) is permitted only for members and authorized representatives; proxies are not permitted to attend virtually.

7. Corporate members intending to authorize their representatives to attend the meeting are requested to send a certified copy of board resolution on the letterhead of the company, signed by one of the directors or company secretary or any other authorized signatory named in the resolution, authorizing their representatives to attend and vote on their behalf at the EGM.
8. The facility of joining the virtual EGM through VC /OAVM facility will be opened 15 minutes before and will be open up to 15 minutes after the scheduled start time of the EGM.



## SEIL Energy India Limited

CIN: U40103HR2008PLC095648  
Regd. Office: Building 7A, Level 5,  
DLF Cyber City, Gurugram – 122002,  
Haryana, India.  
Tel: (91) 124 6846700/701,  
Fax: (91) 124 6846710  
Email: [cs@seilenergy.com](mailto:cs@seilenergy.com)  
Website: [www.seilenergy.com](http://www.seilenergy.com)

9. Members/Proxies attending physically are requested to hand over the enclosed Attendance Slip duly filled in, at the entrance for attending the meeting.
10. In case of joint holders attending the EGM, only such joint holder who is higher in the order of names will be entitled to vote.
11. Relevant Documents referred to in the Notice and Explanatory Statement are available for inspection by the members at the Registered Office of the Company during Office hours and also at the meeting.
12. The Notice of the EGM is being sent by electronic mode to those members whose e-mail addresses are registered with the Company/Depositories, unless any member has requested a physical copy of the same. For members who have not registered their e-mail addresses, physical copies are being sent by the permitted mode. Notice calling the EGM has been uploaded on the website of the Company at [www.seilenergy.com](http://www.seilenergy.com).
13. To support the 'Green Initiative', members who have not registered their e-mail addresses are requested to register the same with the Company/ KFin (RTA) /Depositories.
14. Instructions for joining the virtual EGM are as follows:
  - Members will be able to attend the virtual EGM through VC/OAVM provided by the Company.
  - Members can cast their vote on the resolutions through show of hands at the meeting.
  - Members are encouraged to join the meeting through Laptops with Google Chrome for better experience.
  - Further, Members will be allowed to use camera, if required, and hence use internet with a good speed to avoid any disturbance during the meeting.
  - While all efforts would be made to make the VC/OAVM meeting smooth, participants connecting through mobile devices, tablets, laptops, etc. may, at times, experience audio/video loss due to fluctuation in their respective networks. Use of a stable Wi-Fi or LAN connection can mitigate some of the technical glitches. Members who need technical assistance before or during the EGM can contact the Corporate Secretarial Department at [cs@seilenergy.com](mailto:cs@seilenergy.com).

By order of the Board of Directors

Rajeev Ranjan  
Company Secretary  
M. No. F6785



Place: Gurugram

Date: December 07, 2025



**EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013 IN RESPECT OF SPECIAL BUSINESSES SET OUT IN THE NOTICE CONVENING THE 40<sup>TH</sup> EXTRAORDINARY GENERAL MEETING OF SEIL ENERGY INDIA LIMITED TO BE HELD ON MONDAY, DECEMBER 08, 2025 AT 04:30 PM IST/ 03:00 PM OMAN TIME AT BUILDING 7A, LEVEL 5, DLF CYBERCITY, GURUGRAM - 122002, HARYANA, INDIA AND VIRTUALLY THROUGH VIDEO CONFERENCING/OTHER AUDIO VISUAL MEANS (VC/ OAVM)**

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**Item No. 1**

**To consider and approve the modification of terms of Rated, Listed, Secured, Transferable Redeemable Non-Convertible Debentures issued by the company on private placement basis amounting to INR 250,00,00,000 (Indian Rupees Two Hundred and Fifty Crores Only) issued in terms of Debenture Trust Deed dated 13 June 2024 [ISIN: INE460M07010; Security Name: 8.45%-SEIL-18-6-29-PVT, Scrip Code: 975744]**

Pursuant to the resolution passed by the shareholders of the Company on May 31, 2024, the Company has raised finance by way of issuance and allotment of 25,000 Senior, Secured, Listed, Rated, Redeemable, Transferable Non-Convertible Debentures (NCDs) denominated in Indian Rupees of a face value of INR 1,00,000 (Rupees One lakh only) each, of the aggregate nominal value of up to INR 2500,000,000 (Indian Rupees Two Hundred and Fifty Crores Only) (hereinafter referred to as the “**Debentures**”), issued on private placement basis in one or more tranches, more particularly on the terms and conditions set out in the General Information Document/Key Information Document and the debenture trust deed dated June 13, 2024 inter alia between the Company and the Catalyst Trusteeship Limited, as Debenture Trustee (“**Debenture Trustee**”) (“**Debenture Trust Deed**”).

The Company has in terms of the Debenture Trust Deed created a first ranking pari passu charge on all present and future moveable fixed assets of the Company and all present and future current assets of the Company (“**Security**”). As per the terms of NCD agreement “*any superior terms offered in any such new borrowing (other than borrowings availed for fresh capital expenditure) will also be applicable to the NCDs*”.

Now, as part of the refinancing strategy, the Company has secured new facilities/conversion of existing facilities to the extent of INR 44.15 Bn. These lenders have stipulated certain conditions which are superior to the terms which were offered to the NCD holders.

In line with the terms of NCD Agreement, the superior terms under the newly sanctioned/ converted facilities have been mapped, and accordingly, the clauses in the NCD terms that require amendments to comply with the superiority clause have been identified and accordingly the Debenture Trust Deed is required to be modified to record the amended terms. In continuation of the board resolution dated May 30, 2024 and December 07, 2025, it is proposed to sought the approval of the Members by way of a Special Resolution.

Proposed key amendments are mentioned hereinbelow:

Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
1.	Security	Additional Conditions to RTL Lenders - <ul style="list-style-type: none"> <li>- A first pari passu charge on immovable fixed assets (excluding leasehold and non-project land)</li> <li>- TSR &amp; Mortgage creation to be completed for on the project land which is currently leased or leasehold rights on the said land in favour of lenders within 2 years from the date of first disbursement.</li> <li>- First Charge through DOH on all the Borrower's all rights and interests, present and future including project documents, PPA,FSA, Transmission Lines right, any letter of credit, Contractor guarantees, liquidated damages, the guarantees, other performance warranties, indemnities and securities that maybe furnished in favour of the Borrower.</li> </ul>	Not provided	To be provided
2.	Permitted indebtedness	Total Permitted Indebtedness - INR 12,000 Crore	Total Permitted Indebtedness - INR 15,000 Crore	Total Permitted Indebtedness - INR 12,000 Crore
3.	Voluntary Redemption (TSA with Sembcorp India Pvt Ltd)	Borrower to undertake that, it shall maintain and continue the Technical Services Agreement (TSA) arrangement during the currency of the loan. Bank's prior consent is required for termination of TSA. However, the requirement to obtain Bank's consent to terminate the TSA shall only be applicable in the event the Borrower intends to terminate the TSA. This requirement should not affect SIPL's	Not provided	To be Provided



Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
		rights under the TSA to terminate the TSA. If in the event, Bank does not agree to borrower's request, borrower shall have a right to prepay the loan without any prepayment charges within 180 days from the date of such intimation from Bank.		
4.	Mandatory Redemption (Largest Shareholder)	Lender will have an option to recall the Facility in the event of Tanweer Infrastructure SAOC not remaining the largest shareholder of the Borrower.	Not provided	To be provided
5.	Mandatory Redemption (Financial Covenants)	In the event of any one covenant is breached, Bank has the right to recall the facility with payment due in 90 days by bank giving a prior notice of 7 days.	Not provided	To be provided
6.	Financial Covenants	<u>Additional Conditions to RTL Lenders</u> - Debt Service Coverage Ratio > 1.1x - Interest Coverage Ratio > 1.5x	Not provided	To be provided
7.	Restricted Payment Conditions	Any payments to related parties/promoters/holding company in any form (including dividend, interest, principal repayment etc) after meeting debt obligations, shall subject to:  a. No Breach of Financial covenants b. No occurrence of any Event of Default c. External rating of AA- d. Borrower's receivables not exceeding 6 months of trailing twelve months revenue	In case of breach of any Financial Covenants as mentioned under this Deed (based on the financial statements of the last Financial Quarter) or upon the occurrence of an Event of Default, the Issuer shall not make any	To be provided.  (Additional conditions for such payments to be provided)

Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
			payments to related parties/promoters/holding company or SCU in any form (including dividend, interest, principal repayment etc).	
8.	Consequences of Events of Defaults	<u>Additional Conditions to RTL Lenders</u> <ul style="list-style-type: none"> <li>- Lender will have right to appoint ASM (Agency for Special Monitoring) in the account;</li> <li>- Appoint any person engaged in technical, management or any other consultancy business to inspect and examine the working of the Borrower and/or the assets including its premises, factories, plants and units as the Bank may deem fit or appoint any chartered accountants/ cost accountants as auditors for carrying out any specific assignments or to examine the financial or cost accounting system and procedures adopted by the Borrower for its working or as concurrent or internal auditors, or for conducting a special audit of the Borrower, as the Bank may deem fit;</li> </ul>	Not provided	To be provided



Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
9.	Information Covenant	Company to share the following data on a quarterly basis (within 45 days of end of each quarter): (a) Monthly Plant Availability and Net Generous units (b) Counterparty wise month on month billing and collection data (c) Counterparty wise receivable ageing schedule	Not provided	To be provided
10.	Negative Covenants	During the tenure of the facility, in case of any Event of Default occurred which is not cured, the borrower shall not, without prior approval of the Lenders, which would not be held unreasonable; - Invest by way of share capital in or lend or advance funds to or place deposits with any other concern (including group companies); - Change the practice with regard to remuneration of directors by means of ordinary, remuneration or commission, scale of sitting fees, etc, except where mandated by any legal or regulatory provisions.	Not provided	To be provided
11.	Penal Charges	- Penal charges for default in payment : rate of upto 4% over the annualized interest rate specified under the sanction letter and also an additional bounce charge (per dishonour of cheque INR 3000) - Penal charges for breach of non-compliance of material terms and conditions of the facility agreement- 2%	Upon the occurrence of an Event of Default, the Issuer shall pay penal charges of 1% (one percent) of the outstanding Debenture amounts over and above the applicable	The Issuer shall be liable to pay Penal Charges at the rate as mentioned hereinbelow ("Penal Charges"): (i) for default in payment (non-payment or late payment) of any

Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
			Coupon for the period until such Event of Default ceases to exist or is cured to the satisfaction of the Debenture Trustee.	<p>amounts due under the Debenture Documents shall be levied on the overdue amount at the rate of up to 4% p.a. over and above the Coupon for the delayed period.</p> <p>(ii) For a breach or non-compliance of any other terms or conditions under the Debenture Documents shall be levied on the outstanding amounts of the Debentures at a rate of 2% p.a. over and above the Coupon for the period of default</p>
12.	Additional Covenants (Insurance)	The Borrower shall ensure to have its assets granted as security against this Facility fully insured and endorsed in favour of Bank till the currency of the Facility and submit a copy of insurance policy to Bank within 90 days of first disbursement and renewal thereof.	Not provided under Debenture Trust Deed	The Issuer shall have obtained all insurances in respect of its assets up to the reinstatement value thereof, as required under the Transaction

Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
				<p>Documents, to the satisfaction of the Debenture Holders/Debenture Trustee, and such insurances are in full force and effect.</p> <p>The Issuer shall have submitted copies of Insurance Contracts within 90 (ninety) days from the Deemed Date of Allotment or any later date as agreed with the Debenture Trustee in writing and such Insurance Contracts shall expressly stipulate the Common Security Trustee/ Debenture Trustee / Debenture Holders as 'loss payee' in the said Insurance Contracts.</p>
13.	Additional Covenants	-TSR & valuation of immovable properties within 90 days of first disbursement	Not provided	Title search report and valuation report

Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
	(TSR & Valuation)			in respect of the immovable properties to be mortgaged within 90 days from the date of amendment or date of creation of charge to any other lender, whichever is earlier.
14.	Additional Covenants (Wilful Defaulter)	Not to induct a person who is a director on the Board of a Borrower which has been identified as a wilful defaulter and that in case, such a person is found to be on the Board of the Borrower, Borrower would take expeditious and effective steps for removal of the person from the Board of Directors.	Not provided	To be provided
15.	Additional Covenants (Others)	<ul style="list-style-type: none"> <li>- The Company shall maintain arms length distance from the Group Companies in regard to the business parameters;</li> <li>- The Issuer confirms that the related party transactions are conducted in compliance with Companies Act, 2013;</li> <li>- The Issuer shall have ensured or caused to ensure that Project site visit is conducted to the satisfaction of the Debenture Trustee on an annual basis.</li> <li>- The Issuer undertakes to obtain and maintain a valid legal entity identifier code from an authorized local operating unit.</li> </ul>	Not provided	To be provided

Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
16.	Additional Covenants (Others)	<p>The Issuer is not involved and shall not be involved in any of the below mentioned activities till the Final Settlement Date, and/or the end-use of the Debentures is not and shall not be towards any of the below mentioned activities:</p> <ul style="list-style-type: none"> <li>(i) Production or activities involving harmful or exploitative forms of forced labour/harmful child labour.</li> <li>(ii) Production or trade in weapons and munitions except for defence.</li> <li>(iii) Gambling, casinos and equivalent enterprises.</li> <li>(iv) New projects consuming/producing ozone depleting substances</li> <li>(v) Projects involving exposure to radioactive materials except projects where the radioactive source is adequately shielded.</li> <li>(vi) Production or trade in unbonded asbestos fibers (other than the purchase and use of bonded asbestos cement sheeting where the asbestos content is less than 20%)</li> <li>(vii) Commercial logging operations or the purchase of logging equipment for use in primary tropical moist forest (prohibited by the forestry policy).</li> <li>(viii) Production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements, including production or trade in</li> </ul>	Not provided	To be provided

Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
		pesticides/herbicides subject to international phase outs or bans. (ix) Drift net fishing in the marine environment using nets in excess of 2.5 km in length; and (x) Production or trade of wildlife or products regulated under Convention on International Trade in Endangered Species (xi) Dealing in narcotics		
17.	Additional Covenants (Others)	<p>The Issuer shall make arrangements to operate and maintain the Projects in a manner consistent with prudent operating procedures and in compliance with the Applicable Law. The Borrower shall, at all times upto the Final Settlement Date comply with all applicable environmental laws and the EHSS (Environment, Health Safety &amp; Social) requirements specified below:</p> <p>Ensure: (i) compliance with provisions of the Applicable Laws and the relevant clearances issued thereunder, such that no rights and/or interests of the Debenture Holders are adversely affected; and (ii) maintenance of documents, to be able to demonstrate compliance with the same for all its operations wherever applicable and regularly submit to the Debenture Trustee status reports confirming the compliance thereof, as and when required by the Debenture Trustee;</p> <p>(b) Forward copies of consultant's reports or annual reports on the</p>	Not provided	To be provided



Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
		<p>environmental and social status and performance of the operations, as and when requested by the Debenture Trustee;</p> <p>(c) Ensure that the equipment installed/ proposed to be installed for the Projects complies with the environmental laws and meet the requisite emission standards and the relevant contracts for procurement thereof entered/ to be entered by the Issuer reflect provisions relating to compliance of environmental law specifically to meet the emission standards, to the satisfaction of the Debenture Trustee; and</p> <p>(d) The Issuer shall remain in compliance with the relevant clearances in respect of storage of hazardous material on the Project Land and release, emission and discharge into the environment of hazardous materials and shall operate and maintain the Project in the manner that does not pose any major or unreasonable hazard to the environment, health or safety.</p>		
18.	Information to Information Utilities	- The Issuer hereby agrees and gives consent for the disclosure/ sharing by the Debenture Trustee of all or any such (a) information and data relating to it (b) 'financial information' ' as defined in Section 3(13) of the IBC in respect of the Debentures issued by the Issuer, or data relating to its obligation in the	Not provided	To be provided

Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
		<p>Debentures and availed/enjoyed/guaranteed by it as Issuer (c) information relating to assets in relation to which any security interest has been created in favour of the Debenture Trustee and (d) default, if any, committed by it in discharge of such obligation as the Debenture Trustee may deem appropriate and necessary to disclose and furnish to any of the information utilities (“IUs”) registered with Insolvency and Bankruptcy Board of India (“IBBI”), Credit Information Companies (“CIC”) registered with the RBI and any other agency authorised in this behalf by the IBBI, RBI, and/or any such agency that may be constituted or require such information at any time under any of the statutory provisions/ regulations. The Issuer declares that the information and data furnished by it is true and correct. The Issuer further undertakes that (a) the IU/CICs and / or any other agency so authorised may use, process the said information and data disclosed by the Debenture Trustee in the matter as deemed fit by them and (b) the IU/CICs and / any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions or other credit grantors or registered users/ insolvency professionals, as may be specified by the IBBI/RBI or such other regulators/ statutory</p>		

Sl. No.	Clause	Key/Additional Superior terms with other lenders	Existing NCD Terms	Proposed NCD Amendment
		<p>authorities in this behalf. Notwithstanding any right available to the Debenture Trustee under any law for the time being in force, the Issuer hereby further agrees and undertakes that the furnishing of information to IUs and any default as reported by IU is sufficient to record the default for the purpose of filing/ initiating any Proceedings including but not limited to filing application before the adjudicating authority under IBC for insolvency resolution process</p>		

The Board of Directors of your Company, therefore, recommends passing of the **Special Resolution** as set in item No. 1 of this notice.

**Memorandum of concern or interest:**

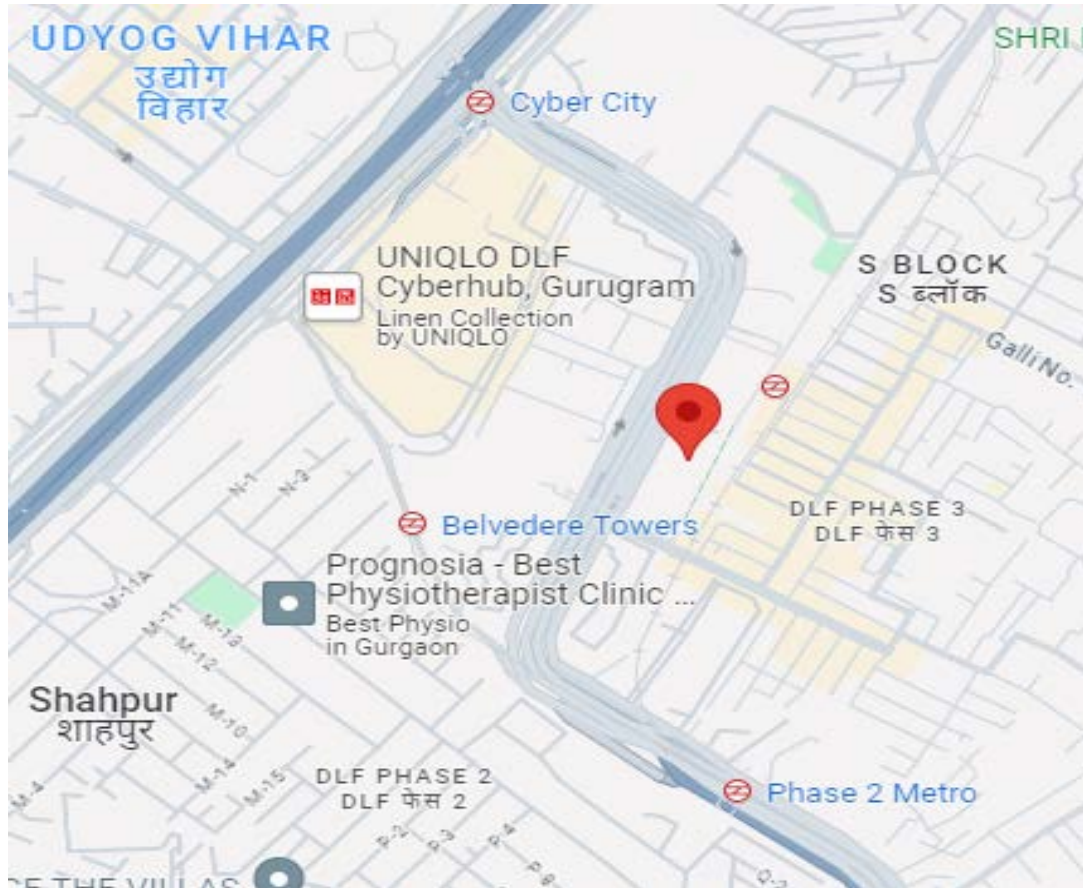
None of the Directors or Key Managerial Personnel(s) or their relative(s) is/are in any way, concerned or interested, financial or otherwise, in the proposed resolution except to the extent of their respective shareholding in the Company, if any.

**By order of the Board of Directors**




**Rajeev Ranjan**  
**Company Secretary**  
**M. No. F6785**

**Place: Gurugram**  
**Date: December 07, 2025**

**ROUTE MAP TO THE VENUE**

**SEIL Energy India Limited**

CIN: U40103HR2008PLC095648  
Regd. Office: Building 7A, Level 5,  
DLF Cyber City, Gurugram – 122002,  
Haryana, India.  
Tel: (91) 124 6846700/701,  
Fax: (91) 124 6846710  
Email: [cs@seilenergy.com](mailto:cs@seilenergy.com)  
Website: [www.seilenergy.com](http://www.seilenergy.com)

**SEIL Energy India Limited**

**Regd. Off:** Building 7A, Level 5, DLF Cybercity, Gurugram – 122 002, Haryana, India

**Ph:** 0124-6846700; **Fax:** 0124-6846710 ; **Email:** [cs@seilenergy.com](mailto:cs@seilenergy.com)

**Website :** [www.seilenergy.com](http://www.seilenergy.com)

**PROXY FORM (FORM NO. MGT-11)**

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

<b>CIN</b>	U40103HR2008PLC095648
<b>Name of the Company</b>	SEIL Energy India Limited
<b>Registered Office</b>	Building 7A, Level 5, DLF Cybercity, Gurugram - 122002, Haryana, India

<b>Name of the Member(s)</b>	
<b>Registered Address</b>	
<b>E-mail id</b>	
<b>Folio No/ Client Id</b>	
<b>DP Id</b>	

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

<b>Name</b>	
<b>Address</b>	
<b>E-mail ID</b>	
<b>Signature</b>	

Or failing him;

<b>Name</b>	
<b>Address</b>	
<b>E-mail ID</b>	
<b>Signature</b>	

Or failing him;

<b>Name</b>	
<b>Address</b>	
<b>E-mail ID</b>	
<b>Signature</b>	

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Extraordinary general meeting of the Company, to be held on Monday, December 08, 2025 at 04:30 PM IST/ 03:00 PM Oman Time at Building 7A, Level 5, DLF Cybercity, Gurugram – 122 002, Haryana, India and virtually through Video Conferencing/Other Audio Visual Means (VC/ OAVM) and at any adjournment thereof in respect of such resolutions as are indicated overleaf:

**SEIL Energy India Limited**

CIN: U40103HR2008PLC095648  
Regd. Office: Building 7A, Level 5,  
DLF Cyber City, Gurugram – 122002,  
Haryana, India.  
Tel: (91) 124 6846700/701,  
Fax: (91) 124 6846710  
Email: cs@seilenergy.com  
Website: www.seilenergy.com

Resolution No.	Resolution	For	Against
<b>SPECIAL BUSINESS</b>			
1.	MODIFICATION OF TERMS OF RATED, LISTED, SECURED, TRANSFERABLE REDEEMABLE NON-CONVERTIBLE DEBENTURES ISSUED BY THE COMPANY ON PRIVATE PLACEMENT BASIS AMOUNTING TO INR 250,00,00,000 (INDIAN RUPEES TWO HUNDRED AND FIFTY CRORES ONLY) ISSUED IN TERMS OF DEBENTURE TRUST DEED DATED 13 JUNE 2024 [ISIN: INE460M07010; SECURITY NAME: 8.45%-SEIL-18-6-29-PVT, SCRIP CODE: 975744].	<input type="checkbox"/>	<input type="checkbox"/>

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

Affix  
Revenue  
Stamp

Signature of shareholder

Signature of Proxy holder(s)

**Notes:**

1. This form of proxy in order to be effective should be duly completed and deposited at the registered office of the Company, before the time scheduled for the EGM as the EGM is being convened at shorter notice.
2. A Proxy need not be a member of the Company.
3. Those Members who have multiple folios with different joint holders may use copies of the Proxy Form.





## SEIL Energy India Limited

CIN: U40103HR2008PLC095648  
Regd. Office: Building 7A, Level 5,  
DLF Cyber City, Gurugram – 122002,  
Haryana, India.  
Tel: (91) 124 6846700/701,  
Fax: (91) 124 6846710  
Email: [cs@seilenergy.com](mailto:cs@seilenergy.com)  
Website: [www.seilenergy.com](http://www.seilenergy.com)

### SEIL Energy India Limited

Regd. Off: Building 7A, Level 5, DLF Cybercity, Gurugram - 122 002, Haryana, India

Ph: 0124-6846700; Fax: 0124-6846710 ; Email: [cs@seilenergy.com](mailto:cs@seilenergy.com)

Website : [www.seilenergy.com](http://www.seilenergy.com)

### Attendance Slip for the 40<sup>th</sup> Extraordinary General Meeting

(to be handed over at the Registration Counter)

I/We hereby record my /our presence at the 40<sup>th</sup> Extraordinary General Meeting of the Company on Monday, December 08, 2025 at 04:30 PM IST/ 03:00 PM Oman Time at the Registered Office of the Company at Building 7A, Level 5, DLF Cybercity, Gurugram - 122 002, Haryana, India and virtually through Video Conferencing/Other Audio Visual Means (VC/ OAVM).

NAME (S) AND ADDRESS OF THE MEMBER(S) _____ _____ _____
Folio No./DP ID No. and Client ID No * _____
Number of Shares _____

Please ✓ (tick) in the Box

☐

Member

☐

Proxy

\_\_\_\_\_  
First / Sole Holder/ Proxy

\_\_\_\_\_  
Second Holder/ Proxy

#### NOTES:

- I. Member / Proxy attending the Extraordinary General Meeting (EGM) must bring his / her Attendance Slip which should be signed and deposited before entry at the Meeting Hall.
- II. Duplicate Attendance Slip will not be issued at the venue.

\*Applicable only in case of investors holding shares in Electronic Form.