

AGREEMENT

This Agreement is made at Pune this ____ day of October Two Thousand Twenty Five, between

SUZLON ENERGY LIMITED (CIN: L40100GJ1995PLC025447), a company incorporated under the Companies Act, 1956 and having its registered office at “Suzlon” 5, Shrimali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad-380009 and a corporate office at One Earth, Hadapsar, Pune-411028 (hereinafter referred to as the “Company”) of the One Part;

And

Mr. Vinod R.Tanti (DIN: 00002266), son of Late Mr. Ranchhod R.Tanti and presently residing at Bungalow No.94, Florida Estate, Keshav Nagar, Mundhwa, Pune-411036 (hereinafter referred to as the “VRT”) of the Other Part.

WHEREAS:

- A) At the meetings of the Nomination and Remuneration Committee of the Board of Directors and that of the Board of Directors of the Company (hereinafter referred to as the “Board”) held on 12th August 2025, VRT was re-appointed as the Managing Director of the Company for a further period of 5 (Five) years with effect from 7th October 2025 up to 6th October 2030.
- B) At the Thirtieth Annual General Meeting of the Company, approval of the shareholders has also been obtained by way of an ordinary resolution in terms of and in compliance of the provisions of Section 196, 197, 198, 203 read with Schedule V of the Companies Act, 2013 (hereinafter referred to as the “Act”, which shall include any statutory modifications, amendments or re-enactments thereto) for the appointment and payment of remuneration to VRT as the Managing Director of the Company.
- C) The parties hereto are desirous of embodying the terms and conditions of VRT’s re-appointment as the Managing Director of the Company in an agreement being these presents.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

- 1. VRT shall hold the office of the Managing Director of the Company on such terms and conditions with effect from 7th October 2025 for a period of 5 (Five) years, i.e. up to 6th October 2030, subject to the employment being determined pursuant to the provisions of this Agreement.
- 2. VRT shall manage the affairs of the Company and shall exercise and perform such powers and duties as the Board may from time to time determine, and subject to the overall superintendence, control and direction of the Board, VRT shall have powers to do and perform all acts, deeds and things which in the ordinary course of business he may consider necessary or proper or in the interests of the Company.
- 3. VRT shall be entitled to the following by way of remuneration with effect from 7th October 2025 for a period of 5 (Five) years, i.e. up to 6th October 2030:

Sr. No.	Component	Eligibility
1.	Fixed salary	Rs.6,00,00,000/- (Rupees Six Crores Only) per annum for the first year, i.e. for the period from 7 th October 2025 till 6 th October 2026, and an annual increment of 10% per annum from second year onwards.
2.	Performance linked incentive (PLI)	0.50% of profit after tax (PAT) for the first financial year (calculated on the basis of PAT for FY 25-26 and shall be payable on completion of term of first year, i.e. post 6 th October 2026) and an annual increase of 0.10% from second year onwards (i.e. 0.60% of PAT for FY 26-27, 0.70% of PAT for FY 27-28, 0.80% of PAT for FY 28-29 and 0.90% of PAT for FY 29-30) (the fifth year PLI will be calculated on the basis of performance for FY 29-30 and shall be payable after completion of the term of fifth year, i.e. after 6 th October 2030).
3.	Perquisites	<ul style="list-style-type: none"> • Medical benefits for self and family: All medical expenses incurred by the Managing Director and his family shall be reimbursed in accordance with the Suzlon Group Mediclaim Policy, • Insurance: As per Suzlon Group Accident Policy and Group Term Life policy in accordance with Suzlon employee benefit programme for all employees, • Reimbursement of expenses: The Company shall reimburse to the Managing Director all the actual expenses incurred wholly, necessarily and exclusively for and on behalf of the Company and / or incurred in performance of the duties of the Company.
Explanation: “family” shall mean the spouse, the dependent children and the dependent parents of the Managing Director.		

4. In case of loss or inadequacy of profits in any financial year during his tenure as the Managing Director, VRT shall be paid remuneration within the limits specified in Schedule V to the Act read with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
5. During the continuance of this Agreement, VRT shall not engage in any other business of a similar nature or competitive with that carried on by the Company provided that nothing shall preclude VRT from holding or being otherwise interested in any shares, debentures or other securities of any company and being a director of any company not similar to or competing with the business of the Company.
6. In addition to the terms and conditions specified herein VRT’s services will be governed by the Company’s service conditions in force from time to time and as may be issued to VRT from time to time.
7. VRT shall be liable to retire by rotation in terms of the provisions of the Act.

IN WITNESS whereof, the Company has caused its Common Seal to be hereunto affixed and VRT has hereunto set his hand the day, month and year first above written.

The Common Seal of the above named **SUZLON ENERGY LIMITED** was pursuant to the resolution of the Board of Directors of the said Company passed in that behalf on the 12th August 2025 hereunder affixed in the presence of Mrs. Geetanjali S.Vaidya, Company

Secretary.

Signed by the above named Mr. Vinod R.Tanti in the presence of:

1.

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SUZLON ENERGY LIMITED (CIN: L40100GJ1995PLC025447), a company incorporated under the Companies Act, 1956 and having its registered office at “Suzlon” 5, Shrimali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad-380009 and a corporate office at One Earth, Hadapsar, Pune-411028 (hereinafter referred to as the “Company”) of the One Part;

And

Mr. Girish R.Tanti (DIN: 00002603), son of Late Mr. Ranchhod R.Tanti and presently residing at Flat No A-1102, Ssilverwoods, Pingle Wasti, Opp. Hotel Oakwood, Mundhwa, Pune-411036 (hereinafter referred to as the “GRT”) of the Other Part.

WHEREAS:

- A) At the meetings of the Nomination and Remuneration Committee of the Board of Directors and that of the Board of Directors of the Company (hereinafter referred to as the “Board”) held on 12th August 2025 GRT was re-appointed as an Executive Director of the Company designated as the “Executive Vice Chairman” for a further period of 5 (Five) years with effect from 7th October 2025 up to 6th October 2030.
- B) At the Thirtieth Annual General Meeting of the Company, approval of the shareholders has also been obtained by way of an ordinary resolution in terms of and in compliance of the provisions of Section 196, 197, 198, 203 read with Schedule V of the Companies Act, 2013 (hereinafter referred to as the “Act”, which shall include any statutory modifications, amendments or re-enactments thereto) for the appointment and payment of remuneration to GRT as an Executive Director of the Company designated as the “Executive Vice Chairman”.
- C) The parties hereto are desirous of embodying the terms and conditions of GRT’s re-appointment as an Executive Director of the Company designated as the “Executive Vice Chairman” in an agreement being these presents.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

- 1. GRT shall hold the office of an Executive Director of the Company designated as the “Executive Vice Chairman” on such terms and conditions with effect from 7th October 2025 for a period of 5 (Five) years, i.e. up to 6th October 2030, subject to the employment being determined pursuant to the provisions of this Agreement.
- 2. GRT shall manage the affairs of the Company and shall exercise and perform such powers and duties as the Board may from time to time determine, and subject to the overall superintendence, control and direction of the Board, GRT shall have powers to do and perform all acts, deeds and things which in the ordinary course of business he may consider necessary or proper or in the interests of the Company.
- 3. GRT shall be entitled to the following by way of remuneration with effect from 7th October 2025 for a period of 5 (Five) years, i.e. up to 6th October 2030:-

Sr. No.	Component	Eligibility
1.	Fixed salary	Rs.6,00,00,000/- (Rupees Six Crores Only) per annum for the first year, i.e. for the period from 7th October 2025 till 6th October 2026, and an annual increment of 10% per annum from second year onwards.
2.	Performance linked incentive (PLI)	0.50% of profit after tax (PAT) for the first financial year (calculated on the basis of PAT for FY 25-26 and shall be payable on completion of term of first year, i.e. post 6th October 2026) and an annual increase of 0.10% from second year onwards (i.e. 0.60% of PAT for FY 26-27, 0.70% of PAT for FY 27-28, 0.80% of PAT for FY 28-29 and 0.90% of PAT for FY 29-30) (the fifth year PLI will be calculated on the basis of performance for FY 29-30 and shall be payable after completion of the term of fifth year, i.e. after 6th October 2030).
3.	Perquisites	<ul style="list-style-type: none"> • Medical benefits for self and family: All medical expenses incurred by the Executive Vice Chairman and his family shall be reimbursed in accordance with the Suzlon Group Mediclaim Policy, • Insurance: As per Suzlon Group Accident Policy and Group Term Life policy in accordance with Suzlon employee benefit programme for all employees, • Reimbursement of expenses: The Company shall reimburse to the Executive Vice Chairman all the actual expenses incurred wholly, necessarily and exclusively for and on behalf of the Company and / or incurred in performance of the duties of the Company.
Explanation: "family" shall mean the spouse, the dependent children and the dependent parents of the Executive Vice Chairman."		

4. In case of loss or inadequacy of profits in any financial year during his tenure as the Executive Vice Chairman, GRT shall be paid remuneration within the limits specified in Schedule V to Act read with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
5. During the continuance of this Agreement, GRT shall not engage in any other business of a similar nature or competitive with that carried on by the Company provided that nothing shall preclude GRT from holding or being otherwise interested in any shares, debentures or other securities of any company and being a director of any company not similar to or competing with the business of the Company.
6. In addition to the terms and conditions specified herein GRT's services will be governed by the Company's service conditions in force from time to time and as may be issued to GRT from time to time.
7. GRT shall be liable to retire by rotation in terms of the provisions of the Act.

IN WITNESS whereof, the Company has caused its Common Seal to be hereunto affixed and GRT has hereunto set his hand the day, month and year first above written.

The Common Seal of the above named **SUZLON ENERGY LIMITED** was pursuant to the resolution of the Board of Directors of the said Company passed in that behalf on the 12th August 2025 hereunder affixed in the presence of Mrs. Geetanjali S.Vaidya, Company

Secretary.

Signed by the above named Mr. Girish R.Tanti in the presence of:

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