

The logo for Reliance Power, featuring the word "RELIANCE" in white capital letters on a blue rectangular background. A small red triangle is positioned between the letters "I" and "A".

RELIANCE

Power

Memorandum of Association & Articles of Association

Memorandum of Association
&
Articles of Association

Reliance Power Limited

Registered Office
Reliance Centre, Ground Floor, 19, Walchand Hirachand Marg, Ballard
Estate, Mumbai 400 001

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भारत सरकार-कॉर्पोरेट कार्य मंत्रालय

कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

कम्पनी अधिनियम, १९५६ की धारा १८ (१) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L40101MH1995PLC084687

मैसर्स RELIANCE POWER LIMITED

के अंशधारकों ने दिनांक ०४/०९/२०१० को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, १९५६ (१९५६ का १) की धारा १८ (१) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

मेरे हस्ताक्षर द्वारा मुंबई में यह प्रमाण-पत्र, आज दिनांक पांच फरवरी दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Maharashtra, Mumbai

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

Certificate of Registration of the Special Resolution Confirming Alteration
of Object Clause(s)

Corporate Identify Number : L40101MH1995PLC084687

The share holders of M/s RELIANCE POWER LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 04/09/2010 altered the provisions of its Memorandum of Association with respect of its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this Fifth day of February Two Thousand Eleven.

(HENRY RICHARD)

कम्पनी रजिस्ट्रार/ Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय, अभिलेख में उपलब्ध पत्राचार का पता

Mailing Address as per record available in Registrar of Companies office:

RELIANCE POWER LIMITED H BLOCK, 1ST FLOOR, DHIRUBHAI AMBANI KNOWLEDGE CITY,
NAVI MUMBAI - 400 710, Maharashtra, INDIA

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U40101MH1995PLC084687

मैसर्स RELIANCE ENERGY GENERATION LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
RELIANCE ENERGY GENERATION LIMITED

जो मूल रूप में दिनांक सत्रह जनवरी उन्नीस सौ पचानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
Reliance EGen Private Limited. [c/n]

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि 507 (अ) दिनांक 24.6.1985 एस.आर.एन. A17683749 दिनांक 07/07/2007 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
RELIANCE POWER LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा मुंबई में आज दिनांक सात जुलाई दो हजार सात को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name

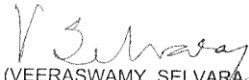
Corporate Identity Number : U40101MH1995PLC084687

In the matter of M/s RELIANCE ENERGY GENERATION LIMITED

I hereby certify that RELIANCE ENERGY GENERATION LIMITED which was originally incorporated on
Seventeenth day of January Nineteen Hundred Ninety Five under the Companies Act, 1956 (No. 1 of 1956) as
Reliance EGen Private Limited. [c/n] having duly passed the necessary resolution in terms of Section 21 of the
Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto
under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New
Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A17683749 dated 07/07/2007 the name of the
said company is this day changed to RELIANCE POWER LIMITED and this Certificate is issued pursuant to Section
23(1) of the said Act.

Given under my hand at Mumbai this Seventh day of July Two Thousand Seven.




(VEERASWAMY SELVARAJ)
कम्पनी रजिस्ट्रार / Registrar of Companies
महाराष्ट्र, मुंबई
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय में उपलब्ध पत्राचार का पता :

Mailing Address for record available in Registrar of Companies office:

RELIANCE POWER LIMITED

3rd Floor, Reliance Energy Centre., Santa Cruz (east), Mumbai- 400 055.,

MUMBAI - 400055,

Maharashtra, INDIA

No. 11 : 84687

**CERTIFICATE OF CHANGE OF NAME
UNDER THE COMPANIES ACT, 1956.**

In the matter of Reliance Energy Generation Private
Limited

I do hereby certify that pursuant to the provisions of section 23 of
Companies Act, 1956 and the Special Resolution passed under
Sec. 31/44 of the Companies Act by the Company at its ~~Annual~~
Extra-Ordinary General Meeting held on 19th March 2004

the name of " Reliance Energy Generation Private
Limited

has this day been changed to " Reliance Energy
Generation Limited

and that the said company has been duly incorporated as a company
under the provisions of the said Act.

Dated this 31st day of MARCH
~~one thousand nine hundred and ninety~~ 2004

(S. SAJEEVAN)
Asstt. Addl. Registrar of Companies
Maharashtra, Mumbai.



No. 11- 84687

**FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME**

**IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,
MUMBAI.**

In the matter of Reliance EGen Private Limited

I hereby approve and signify in writing under Section 21 of the Companies Act, 1956 (Act of 1956) read with the Government of India, Department of Company Affairs, Notification No. G.S.R. 507E dated the 24th June 1985 the change of name of the Company.

from Reliance EGen Private Limited

to Reliance Energy Generation Private Limited

and I hereby certify that Reliance EGen Private Limited

which was originally incorporated on 17th January 1995 under the Companies Act, 1956 and under the name BAWANA POWER PRIVATE LIMITED having duly passed the necessary resolution in terms of section 21/22/(1) (a)/22(1) (b) of the Companies Act, 1956 the name of the said Company is this day changed to

Reliance Energy Generation Private Limited and this certificate is issued pursuant to Section 23(1) of the said Act

Given under my hand at MUMBAI this 10th day of MARCH 2004



(C.V. SAJEEVAN)
Registrar of Companies
Maharashtra, Mumbai.

No. 11— 84687

(Section 18(1) of the Companies Act, 1955)

**CERTIFICATE OF REGISTRATION OF
SPECIAL RESOLUTION PASSED FOR
ALTERATION OF OBJECTS**

M/s. Reliance EGen Private Limited

having by Special Resolution passed on 5th March 2004
altered the provisions of its Memorandum of Association
with respect to its objects, and a copy of the said resolution
having been filed with this office on 5th March 2004

I hereby certify that the Special Resolution passed on 05/03/04
together with the printed copy of the Memorandum or
Association, as altered, has this days been registered.

Given under my hand at MUMBAI

this 9th day of MARCH 2004

~~One thousand Nine hundred ninety~~



(C.V. SAJEEVAN)

ASSTT/ADDL REGISTRAR OF COMPANIES,
MAHARASHTRA, MUMBAI.

No. 11. 84687

**FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME**

**IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,
MUMBAI.**

In the matter of RELIANCE DELHI POWER PRIVATE

LIMITED

I hereby approve and signify in writing under Section 21 of the Companies Act, 1956 (Act of 1956) read with the Government of India, Department of Company Affairs, Notification No. G.S.R. 507E dated the 24th June 1985 the change of name of the Company.

from RELIANCE DELHI POWER PRIVATE LIMITED

to Reliance EGen Private Limited

and I hereby certify that RELIANCE DELHI POWER
PRIVATE LIMITED

which was originally incorporated on 17th
day of January 1995
under the Companies Act, 1956 and under the name

BAWANA POWER PRIVATE LIMITED having

duly passed the necessary resolution in terms of section 21/22/(1)
(a)/22(1) (b) of the Companies Act, 1956 the name of the said
Company is this day changed to

Reliance EGen Private Limited

and this

certificate is issued pursuant to Section 23(1) of the said Act/

Given under my hand at MUMBAI this 17th

FEBRUARY

one thousand nine hundred

(C. N. SATHEEVAN)
Asst. Registrar of Companies
Maharashtra, Mumbai.



No. 11— 84687

(Section 18(1) of the Companies Act, 1956)

**CERTIFICATE OF REGISTRATION OF
SPECIAL RESOLUTION PASSED FOR
ALTERATION OF OBJECTS**

M/s. RELIANCE DELHI POWER PRIVATE LIMITED

having by Special Resolution passed on 23rd January 04

altered the provisions of its Memorandum of Association
with respect to its objects, and a copy of the said resolution
having been filed with this office on 12th February 04

I hereby certify that the Special Resolution passed on 23/01/04

together with the printed copy of the Memorandum or
Association, as altered, has this days been registered.

Given under my hand at MUMBAI

this 13th day of FEBRUARY

~~One thousand Nine hundred ninety~~ 2004



(C.V. SAJEEVAN)

ASSTT/ADDL/REGISTRAR OF COMPANIES,
MAHARASHTRA, MUMBAI.

No. 11-84687

**FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME**

IN THE OFFICE OF THIS REGISTRAR OF COMPANIES, MAHARASHTRA,
BOMBAY.

In the matter of **BAWANA POWER PRIVATE LIMITED**

I hereby approve and signify in writing under Section 21 of the Companies Act, 1956 (Act of 1956) read with the Government of India, Department of Company Affairs, Notification No. G.S.R. 507E dated the 24th June 1985 the change of name of the Company:

from- **BAWANA POWER PRIVATE LIMITED**

to **RELIANCE DELHI POWER PRIVATE LIMITED**

and I hereby certify that **BAWANA POWER PRIVATE LIMITED**

which was originally incorporated on

SEVENTEENTH day of **JANUARY, 1995** under the

Companies Act, 1956 and under the name **BAWANA POWER**

PRIVATE LIMITED

having

duly passed the necessary resolution in terms of section 21(1) (a) of the Companies Act, 1956 the name of the said

Company is this day changed to **RELIANCE DELHI POWER PRIVATE**

LIMITED

and this

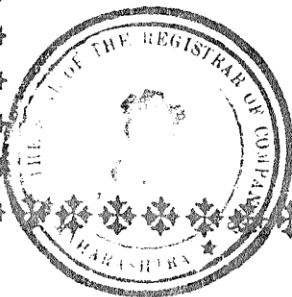
certificate is issued pursuant to Section 23(1) of the said Act.

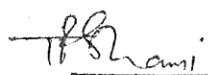
GIVEN UNDER MY HAND AT BOMBAY THIS **THIRD**

five

Day of **FEBRUARY**

One Thousand nine hundred ninety **four**.




(T.P. SHAMI)

Addl. REGISTRAR OF COMPANIES
MAHARASHTRA, BOMBAY



प्रारूप ० आई ० आर ०
Form I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता०.....का सं०.....
No. 11-84687.....of 1955.....

मैं एतद्वारा प्रमाणित करता हूँ कि आज.....

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह
कम्पनी परिलक्षित है।

I hereby certify that BAWANA POWER PRIVATE LIMITED

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956)
and that the Company is limited.

मेरे हस्ताक्षर से आज ता०.....को दिया गया।

Given under my hand at ... BOMBAY, this SEVENTEENTH...

day of ... One thousand nine hundred and NINETYFIVE



(S.R.V.V. SATYANARAYANA)

कम्पनियों का रजिस्ट्रार

Addl. Registrar of Companies
Maharashtra

THE COMPANIES ACT, 1956
Company Limited by Shares
Memorandum of Association
of
Reliance Power Limited*

- I. The name of the Company is RELIANCE POWER LIMITED.*
- II. The Registered Office of the Company will be situated in the State of Maharashtra.
- III. The Objects for which the Company is established are :-

****A. MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:**

- 1. To carry on all or any of the business of producers, manufacturers, generators, suppliers, distributors, transformers, converters, transmitters, processors, developers, storers, procurers, carriers and dealers in electricity, all form of energy and any such products and by-products derived from such business including without limitation, steam, fuels, ash, conversion of ash into bricks and any products derived from or connected with any other form of energy, including, without limitation to conventional sources such as heat, thermal, hydel and/or from non - conventional sources such as tidalwave, wind, solar, geothermal, biological, biogas and coal bed methane.
- 2. To carry on all or any of the business of purchasers, creators, generators, manufacturers, producers, procurers, suppliers, distributors, converters, processors, developers, storers, carriers and dealers in, design or otherwise acquire to use, sell, transfer or otherwise dispose of electricity, steam, hydro or tidal, water, wind, solar, hydrocarbon fuels, fuel handling equipments and machinery and fuel handling facilities thereto and any products or by products derived from any such business (including without limitation distillate fuel oil and natural gas whether in liquified or vaporized form), or other energy of every kind and description and stoves, cookers, heaters, geysers, biogas, plants, gas and steam turbines, boilers, generators, alternators, diesel generating sets and other energy devices and appliances of every kind and description.

B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT TO THE MAIN OBJECTS ARE:

- 3. To become a member of other bodies of persons and association including societies, clubs and companies in India or outside, whether formed for profit or non-profit making activities.

* Substituted vide fresh Certificate of Incorporation dated July 7, 2007

** Amended vide special resolution dated March 5, 2004

***3A. To carry on in India or elsewhere, the business of buying, selling, marketing, supplying, importing, exporting, trading, hedging, storing, distributing, transporting, manufacturing, compressing, producing, processing, refining, mixing, formulating, purifying, disinfecting, converting, compounding, developing, deriving, discovering, searching, mining, quarrying, releasing, manipulating, preparing, or otherwise dealing in fuels required or used in industries, household, agriculture, laboratories, hospitals, aviators, vehicles, space rockets, communications, power plants, energy generation, water works, forest/plant protection and all other purposes whatsoever, including petroleum, petroleum products and by products, petrochemicals, oil, crude, oxygen, hydrogen, nitrogen, carbonic acid and all sorts of gases including natural gas (NG), liquified natural gas (LNG), compressed natural gas (CNG), liquified petroleum gas (LPG) and associated gaseous substance, hydro-carbons, coal, coal bed methane, lignite, coke, petrol, naphtha, high speed diesel, aviation turbine fuel, superior kerosene oil, including other related products and to act as selling agents, commission agents, sales organizers, distributors, stockists, del-credre agents, C & F agents, wholesalers and retailers for aforesaid products and designing, developing, erecting, installing, setting up, operating, maintaining, managing, owning, leasing, hiring retail or wholesale outlets, pumps, terminals, depots, showrooms, storage tanks, warehouses, godowns, objects, equipment, devices, facilities, infrastructure, and to carry on the business of transportation and distribution, designing, setting up, erecting, maintaining, and operating in India or abroad, pipes, pipelines, cross country piping systems, cylinders and other allied facilities for distribution of fuels, gases, natural resources, and to provide other related and ancillary services, facilities, assets or infrastructure, including but not limited to value all sorts of added services, and to plan, establish, develop, provide, promote, use, operate, conduct, procure, facilitate, maintain, do business, provide infrastructure and act as consultants, agent for attaining the above object.

4. To purchase, take on lease in exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the company may think necessary or convenient for the purpose of its business.
5. To build, construct, alter, maintain, enlarge, pull down, remove or replace and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engines, roads, branches or sidings, bridges, watercourse, wharves, electric works and other works and conveniences which may seem calculated directly or indirectly to advance the interest of the company and to join with other person or company doing any of these things.
6. To lend and advance money or give credit to such persons, companies, corporations or firms and on such terms as may seem expedient and in particular, to customers and others having dealings with the company and to release or discharge any debt or obligation owing to the company.
7. To guarantee the performance of any contract or obligation of any company, firm or person and to guarantee the payment and repayment of the capital and principal of, and dividend, interest of premium payable on any stock, shares or securities, debentures, debenture-stock, mortgages, loan or other securities issued by any company, corporation, firm or person, including (without prejudice to the said generally) bank overdrafts, bills of exchange and promissory notes and generally to give guarantees and indemnities.

*** Inserted vide the Order dated October 15, 2010 passed by the Hon'ble High Court of Judicature at Bombay sanctioning the Composite Scheme of Arrangement between Reliance Natural Resources Limited and Reliance Power Limited and others.

8. Subject to Section 58A of the Companies Act and rules thereunder and the directives of Reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures, debenture-stock, perpetual or otherwise and to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon all or any of the property or assets of the company, both present and future including its uncalled capital and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the company or any other person or company as the case may be.
9. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments.
10. To acquire and undertake the whole or any part of the business, property or any liabilities of any person or company carrying on or proposing to carry on any business which the company is proposing to carry on any business which the company is authorised to carry on, possessed of property suitable for the purposes of the company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.
11. To improve, manage, develop, grant rights or privileges in respect of, or otherwise deal with all or any part of the property and rights of the company.
12. To pay out of the fund of the company all expenses which the company be lawfully liable to pay with respect to the formation and registration of the company or the issue of its capital including brokerage and commissions, for obtaining applications for or taking, placing or undertaking or procuring the underwriting of shares, debentures or other securities of the company.
13. To pay for any rights or property acquired by the company and to remunerate any person or company whether by cash payment or by the allotment of the shares, debentures or other securities of the company credited as paid up in full or otherwise.
14. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or super-annuation, provident or gratuity funds, for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or where at any time in the employment or service of the company or for any company which is a subsidiary of the company, or is allied to or associated with the company, or with any such subsidiary company or who are or were at any time directors or officers of the company as aforesaid and the wives, widows, families and dependants of any such persons and also to establish and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the company or of any such other company as aforesaid and make payment to or towards the insurance of any such person as aforesaid and to any of the matters aforesaid either alone or in conjunction with any such privileges and concessions.
15. To enter into any arrangement with the Government of India, the Government or State or Local Authority Country, Dominion or with any authorities local or otherwise for the purpose of carrying out the objects of the company or furthering its interest and to obtain from such Government or authority or person any charters, subsidies, loans, indemnities, grants, contracts, rights, powers, concessions, privileges or immunities which the company may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

16. To undertake or promote scientific research related to any business or class of business in which the company is interested.
17. To take part in the formation, management, supervision or control of the business or operations of any company or undertaking and for that purpose to act as administrators or in any other capacity as far as permitted by law and to appoint and remunerate any director, administrator, manager or accountant or other experts or agents.
18. To purchase, take on lease or otherwise, acquire all or any part of the business or undertaking or property and assets of any other such person, firm, company or corporation carrying on similar business and agree to discharge their liabilities and to conduct, carry on or liquidate all or any of such business.
19. To take on lease, hire purchase or acquire licence or otherwise any lands, plantations, rights over or connected with lands, mills, factories, plants, buildings, works, vessels, boats, launches, lorries, cars, wagons, carts, machinery apparatus, stock-in-trade, rights, privileges and movable or immovable property of any description which may be deemed necessary or convenient for any business which the company is authorised to carry on and to pay for the same either in shares of the company or in cash or partly in shares and partly in cash or otherwise.
20. To construct, erect, maintain, improve and work or aid in, contribute or subscribe to the construction, erection and maintenance, improvement or working of any laboratories, research and developments establishment, basic research or design institute, pilot plants.
21. To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring an exclusive or non-exclusive or limited rights to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, grant licences in respect of or otherwise turn to account the property, rights and information so acquired.
22. To establish branches or appoint in or outside India for or in connection with any of the objects of the Company and in particular in relation to the investment of money the sale of property and the collection and receipt of money.
23. To insure all or any of the goods lying with the Company against damage, fire or loss.
24. To establish, promote or concur in establishing or promoting any company or companies having similar objects for the purpose of acquiring all or any of the properties, rights and liabilities of the Company and to place or guarantee the placing of, subscribe for or otherwise acquire all or any part of the shares.
25. To pay for any properties, rights or privileges acquired by the Company either in shares of the Company or partly in shares and partly in cash or otherwise.
26. To insure with any other company or person against losses, damages, risks and liabilities of all kinds which may affect this company.
27. To form, promote, subsidise and assist companies, and partnerships having similar objects in any manner as may be thought fit in connection with any of the above objects of the company.
28. To search for and to purchase, protect, prolong, renew or otherwise acquire from any Government, state or authority any patents, protection, licences, concessions, grants, decrees, rights, powers

and privileges whatsoever which may seem to the Company capable of being turned to account to work, develop, carry out exercise and turn to account the same.

29. To apply for, promote, and obtain any act of Parliament or Legislature, charter, privilege, concession, licence or authorization of Government, State or Municipality provisional order or licence of the Board of Trade or other authority for enabling the Company to carry any of the objects in to effect or for extending any of the powers of the company or for effecting any modification of the constitution of the company.
30. To hold, use, work, manage, improve, carry on and develop the lands and movable and immovable estate or property and assets of any kind of the company or any part thereof.
31. To let, mortgage or sell or otherwise dispose of any property of the company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as may be thought fit and to accept payment or satisfaction for the same in cash or otherwise.
32. To sell, mortgage or otherwise to deal with or dispose of the property, assets or undertaking of the company or any part thereof, for such consideration as the company may think fit and in particular for shares, stocks, debentures and other securities of any other company having objects altogether or in part similar to those of the company.
33. To enter into partnership or into any arrangements for sharing of profits, amalgamation, union of interest, reciprocal concession or co-operation with any person, partnership or company and to promote and aid in promoting, constituting, forming and organizing companies or partnership of all kinds for the purpose of acquiring and undertaking any property and liabilities of the company. And also to pay for any properties, rights or privileges acquired by this company either in shares of the company or partly in shares and partly in cash or otherwise and to give shares or stock of this company in exchange for shares or stock of any other company.
34. To enter into any arrangements with any Government or authorities supreme, municipal, local or otherwise, or any person or company that may seem conducive to the Company's objects or any of them to obtain from any such Government, authorities, person or company, any rights, privileges, charters, contracts, licences and concessions which the Company may think desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges, charters, contracts, licences and concessions.
35. To lend, invest and otherwise employ or deal with surplus money belonging to or entrusted to the Company in securities and shares or other movable or immovable property or with or without security upon such terms and in such manner as may be thought proper and from time to time to vary such transactions and investments in such manner as the directors may think fit subject to the provisions of the Companies Act, 1956.
36. To pay, or satisfy the consideration for any property rights, shares, securities or assets whatsoever which the company is authorized to purchase or otherwise acquire either by payment in cash or by the issue of shares, or other securities of the company or in such other manner as the company may agree or partly in one mode and partly in another or others.
37. To draw, make, accept, endorse, discount, execute, issue, negotiate, assign and otherwise deal with cheques, drafts, bills of exchange, promissory notes, hundies, debentures, bonds, bills of lading, railway receipts, warrants and all other negotiable or transferable instruments.

38. To open account or accounts with any bank or banks or bankers and to pay into and to withdraw money from such accounts.
39. To apply for tender, purchase or otherwise acquire any contracts, sub-contracts, licences and concessions for or in relation to the objects or business herein mentioned or any of them, and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
40. To employ experts to investigate and examine into the conditions, prospects, value, charter and circumstances of any business concerns and undertakings having similar objects and of any assets, property or rights.
41. To carry on business or branch of a business which this Company is authorized to carry on by means or through the agency of any subsidiary company or companies and to enter into any arrangement with such subsidiary company for taking the profits and bearing the losses of any business branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently to close any such branch or business.
42. To nominate any Directors or Managers of any subsidiary company or of any other company in which this company is or may be interested.
43. To take part in the management, supervision and control of the business or operations of any company or undertaking having similar objects and for that purpose to appoint and remunerate any directors, trustees, accountants or other experts.
44. To pay all preliminary expenses of any company promoted by the Company or any company in which this company is or may contemplate being interested including in such preliminary expenses all or any part of the cost and expenses of owners of business or property acquired by the company.
45. To make and/or receive donations, gifts or income to or from such persons, institutions or Trusts and in such cases and whether of cash or any other assets as may be thought to benefit the company or any other objects of the company or otherwise expedient and also to remunerate any person or corporation introducing or assisting in any manner the business of the company.
46. To establish and support or aid in the establishment of and support associations, institutions, companies, societies, funds, trusts and conveniences for the benefit of the employees or ex-employees or of persons having dealings with the company or the dependents, relatives or connections of such persons and in particular friendly or other benefit societies and to grant pensions, allowances, gratuities and bonuses either by way of annual payments or by way of lump sum and to make payments towards insurance and to form and contribute to provident and benefit funds, to or such persons.
47. To form, subscribe or contribute to or otherwise to assist, aid or guarantee money to public, charitable, benevolent religious, scientific, national, or other institutions, funds, objects or purposes and to any other institutions, funds, objects or purposes which in the opinion of the Board of Directors are likely to promote the interests or the business of the Company and/or to further its objects and/or to any other institutions, funds, objects or purposes whatsoever directly relating to the business of the company.

48. To create any depreciation fund, reserve fund, sinking fund, insurance fund, educational fund or any other special fund or reserves whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for any other purposes conducive to the interests of the company.
49. To amalgamate with any other company having similar objects.
50. In the event of winding up to distribute any of the property of the company amongst the members in specie or kind subject to the provisions of the Companies Act, 1956.
51. To place, to reserve or to distribute as bonus shares among the members or otherwise to apply as the Company may from time to time think fit, any money received by way of premium on shares or debentures issued at a premium by the Company and any money received in respect of forfeited shares and moneys arising from the sale by the company or forfeited shares, subject to Section 78 of the Companies Act, 1956.
52. To accumulate capital from the profits of the company for any of the purposes of the company and to use and appropriate the same or any of the company's assets either conditionally or unconditionally to specific purposes.
53. To provide for the welfare of Directors or employees of the Company or its predecessors in business and the wives, widows and families or the dependants or connections of such persons by building or contributing to the building of houses or dwellings or quarters or by grants of money, pensions, gratuities, allowances, bonuses, profit sharing bonuses or benefits or any other payments or by creating and from time to time subscribing or contributing to provident and other associations, funds, profit sharing or other schemes or trusts and by providing or subscribing or contributing towards places of institution, amusement, hospitals and dispensaries, medical and other attendance and assistance as the company shall think fit. Superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the company or who are or were at any time Directors or officers of the company and the wives, widows, families and dependents of any such persons, and also to establish, and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the company and make payments to or towards the insurance of any such person as aforesaid.
54. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the company or who are or were at any time directors or officers of the company and the wives, widows, families and dependents of any such persons, and also to establish and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the company and make payments to or towards the insurance of any such person as aforesaid.
55. To subscribe for, take or otherwise acquire and hold shares, stocks, debentures or other securities of any other company having objects altogether or in part similar to those of the company.
56. To acquire and undertake or takeover the whole or part of the business or all or any part of the property and liabilities and goodwill of any person or company carrying on or proposing to carry on

any business which the Company is authorized to carry on or which can be carried on in conjunction therewith financially or otherwise and in particular by subscribing for shares, stock, debentures, debenture-stock or other securities of such company.

57. To undertake and execute any trust, the undertaking of which may seem to the Company desirable either gratuitously or otherwise.
58. In relation with the business of the company to guarantee the payment of money secured or unsecured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stocks, contracts, mortgages, charges, obligations, instruments and securities of any company or any authority, supreme, municipal, local or otherwise or of any person howsoever, whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations.
59. To vest any movable or immovable property, rights or interests acquired by or belonging to the company in any person or company and with or without any declared trust in favour of the company, subject to the provisions of the law.
60. To remunerate any person or company rendering services to the Company in any manner and to pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company and of any other company formed, promoted, financed or assisted by the Company or which the Company shall consider to be in the nature of preliminary expenses in relation to the Company or any such other company, including the cost of advertising, commissions for underwriting, brokerage, printing and stationery, and the legal and other expenses of the promoters.
61. To procure the Company to be registered or recognized in any foreign country or place in any part of the world.
62. To procure the recognition of the company in country, state and to establish and maintain local registers of any branch, places of business in part of the world.
63. To aid, pecuniarily or otherwise, any association, body or movement having for an object, the solution, settlement of labour problems or troubles or the promotion of industry or trade.
64. To enter into negotiations with and enter into arrangements and contracts and conclude the same with foreign and/or Indian parties and other persons for obtaining by grant, licence and/or on other terms, formulate and other rights and benefits, and to obtain technical and engineering information, assistance, and service, know-how and expert advice for installation of plant and machinery, production and manufacture of any products.
65. To pay for technical know-how, technical and engineering assistance and information and/or service rights or privileges acquired by the Company either in shares of the Company or partly in shares or partly in cash or otherwise.
66. To pay to promoters such remuneration and fees and otherwise remunerate them for their time and for the services rendered by them.
67. To insure the whole or any part of the property of the company either fully or partially to protect and indemnify the Company from liability or loss in any respect either fully or partially and also to insure and to protect and indemnify and part of portion thereof either on mutual principle or otherwise.

68. To establish, provide, maintain and conduct or otherwise, subsidise, assist research laboratories and experimental workshops for scientific and technical research and experiments and undertake and carry on all scientific and technical, experiments and tests of all kinds and to promote studies and research both scientific and technical investigations and inventions by providing, subsidizing, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing the remuneration of scientific or technical professors or teachers and by providing for the award or exhibitions, scholarships, prizes and grants to students of independent and students and otherwise and to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any kind of business which the Company is authorized to carry on.
69. To invest surplus funds of the company in shares, stocks, debentures, debenture-stocks, bonds, securities, real estate and to finance industrial enterprises.
70. Subject to Rules and directives issued by Reserve Bank of India to borrow or raise or secure the payment of money or to receive money on deposit at interest for any of the purposes of the Company and at such time and from time to time and in such manner as may be thought fit and in particular by the issue of debentures, or debenture-stocks convertible into shares of this or any other company or perpetual annuities and as security for any such money so borrowed, raised or received for any such debentures or debenture stock so issued to mortgage, pledge or charge, the whole or any part of the property, assets or revenue and profits of the company present or future including its uncalled capital by special assignments or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may seem expedient and to purchase, redeem or pay-off any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company as the case may be provided the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.
71. To form, constitute, float, lend money to assist and control similar companies, associations or undertakings whatsoever.
72. To establish, on and subject to such terms as may be considered expedient, a scheme or schemes for or in relation to the purchase of, or subscription for, any fully or partly paid shares in the capital of the company by, or by trustees for, or otherwise for the benefit of, employees of the Company or of its subsidiary or associated companies.
73. To acquire by concession, grant, purchase, barter, lease, licence, or otherwise, either absolutely or conditionally and either alone or jointly with others land, building, machinery, plants, works and other movable property of any description and any patents, trade marks, concessions, provisions, privileges and other rights for the object and business of the company and to construct, maintain and alter any buildings or works necessary or convenient for the purpose of the Company and to manage, develop, sell, let or lease or for hire, or otherwise dispose of or turn to account the same, at such time or times and in such manner and for such consideration as may be deemed proper or expedient.
74. To undertake and execute any contracts for work involving the supply or use of any machinery and to carry out any ancillary or other works comprised in such contracts.
75. To establish agencies in India and elsewhere for sale and purchase and regulate and discontinue the same.

76. To plan, locate, design, establish, build, construct, equip, operate, make, lay, place, use, administer, manage and maintain service, improve, inspect, enlarge, alter, protect, develop, extend, repair, replace, refurbish, pull down and remove and to carry out works in respect of electric wires (including these overheads and underground), cables, lines, plant and equipment facilities ancillary to the operation or use of an electricity transmission system or distribution system, and to acquire, operate and maintain the licenses, consents, authorizations, wayleaves, easements and other rights capable or possibly capable of facilitating the aforesaid.
77. To plan, locate, design, establish, construct, equip, operate, make, use, administer, manage and maintain, service, improve, inspect, enlarge, alter, protect, develop, extend, repair, replace, refurbish, pull down and remove, and carry out work (including without limitation dredging works) in respect of the whole or any part or parts, of a fuel receipt, storage, processing, treatment and handling facility, a port and harbour facility, jetty, harbour, airstrip, airport, support vessels, pumping stations, buildings, plant, equipment and any facilities ancillary to the operation or use of the aforesaid or any of them including structures, erections, pipes, pipelines, offices, works, warehouses, plants, platforms, derricks, laboratories, research stations, transport facilities, roads, railways, bridges and structures of all kinds and to purchase or otherwise acquire, lease, charter, and take or let or hire any of the same, and to contribute to or assist in, or carry out any part of, any operations in respect of the same and to acquire, operate and maintain the licenses, consents, authorizations, wayleaves, easements and other rights capable or possibly capable of facilitating the aforesaid.
78. To acquire (whether by purchase, lease, grant, hire or otherwise), establish, develop, exploit, operate and maintain land, airspace, foreshore, claims, walls, mines, licenses, consents or authorization, concessions, drilling and mining rights, exploration and production rights, and rights and interests of all descriptions in or relating the same, which may seem to the Company capable or possibly capable of affording or facilitating the purchase, generation, supply, distribution, transformation, conversion, transmission, production, manufacture, processing development, storing, carrying, import and export of, or dealing in, electricity and any products or by-products derived from or connected with any such activity (including without limitation, steam) or of affording a supply of coal or other hydrocarbons and other minerals, heat, steam, solar, hydro, wind, wave, geothermal, biological and all other forms of energy of chemicals.
79. To install in any premises or plant and to operate, use, inspect, maintain, service, repair, replace, refurbish and remove meters or other devices for assessing the quantity and/or quality of supplies of electricity, gas and other substances and forms of energy and for other purposes connected with such supplies.
80. To carry on business of inventors, researchers and developers, to conduct, promote and commission research and development in connection with the activities of the Company and its subsidiaries to establish and maintain research stations, laboratories, workshops, testing and providing grounds, facilities, establishments and installations and to exploit and turn to account the results of any research and development carried out by or for it.
81. To invest, design, develop, construct, manufacture, produce, erect, assemble, test, alter, install, maintain, repair, renovate, refurbish, recondition, utilize, operate, manage, purchase, sell, hire, hire out, import, export, supply and otherwise deal in all kinds of equipment, apparatus, plant, machinery, appliances, articles, furniture, things, accessories, components, fittings, tools, materials, substances, products, systems, computers, computer programs and software which

are required or are likely to be required by the company for the purpose of, or in connection with, any of its businesses.

- 82. To sell, improve, manage, develop, exchange, lease, rent, mortgage enfranchise, abandon, dispose of, turn to account or otherwise deal with all or any part of the property and right of the Company.
- 83. To do anything that an electricity generator, electricity supplier or electricity transmitter is empowered, enabled or required to do under by virtue of, or under licence or exemption granted under, any enactment or statutory instrument.

C. OTHER OBJECTS

- 84. To carry on all or any of the business of procurers, suppliers, distributors, extractors, producers, developers, purchasers, refiners, processors, convertors, storers, carriers, importers and exporters of explorers and prospectors for and dealers in coal, hydrocarbons and other minerals, metals, chemicals, and other products derived from or connected with any of them for the purpose of the main objects of the Company.
- 85. To carry on all or any of the businesses of procurers, suppliers, distributors, traders, converters, producers, developers, storers, carriers, importers and exporters and dealers in ash (including conversion of ash into bricks) ash handling equipment and machinery and ash handling facilities thereto and any products or by-products derived from any such business.
- 86. To carry on business as merchants, traders, commission agents, buying and selling agents, brokers, adatias, importers, buyers, sellers, exporters, dealers and to import, export, buy, sell, barter, exchange, or otherwise trade and deal in goods, product, articles and merchandise of any kind whatsoever in India or anywhere in the world subject to the provisions of law.
- 87. To the extent permitted by law, to give financial assistance for the purpose of the acquisition of shares of the Company or for the purpose of reducing or discharging a liability incurred for the purpose of such an acquisition and to give such assistance by means of gift, loan, guarantee, indemnity, the provision of security or otherwise.
- 88. To undertake and transact all kinds of agency business.
- 89. To carry on all or any of the businesses of, and provide services associated with, engineers, (including without limitation, electrical gas, petroleum, environmental, drilling, construction, mechanical, heating, ventilation, civil, chemical, telecommunications, computer and data information engineers), environmental biologists, physicists, chemists, physicians and specialists in medicine, mechanics, technicians, geologists, draftsmen, designers, surveyors, architects, builders, painters and decorators.
- 90. To establish, design, acquire, produce, transmit, broadcast, publish, print and reproduce in any form whatsoever (including without prejudice to the generality of the foregoing, visual or audible form and forms capable of being used by or in connection with computers) and to accept, buy, sell and supply and otherwise deal in brochures, manuals, journals and periodicals, magazines, newspapers, books, pictures, photographs, stationery and other documents, sound visual recordings, tapes, films and programmes for radio, television, cinema and other means of communication (including without prejudice to the generality of the foregoing, any forms of advertisement, promotional material for the Company or any company of which the Company is a member or which is in any manner controlled by or connected with the Company).

91. To carry on all kinds of businesses of designers, manufacturers, processors, assemblers, dealers, traders, distributors, importers, exporters, agents consultants, system designers and contractors for erection and commissioning on turn key basis or to deal in any other manner including storing, packing, transporting, converting, repairing, installing, training, servicing, maintenance of all types, varieties and kinds of (i) telephone instruments, intercoms, accessories and components thereof for tele-communications, (ii) radio communication equipments like receivers, transmitters, trans-receivers, walkie talkie radio relay equipment, point to point communication equipments, antennas and associated equipment, single channel, multi-channel, fixed frequency, variable frequency, static, mobile, airborne, shipborne, equipments in HF, VHF, UHF and Microwave, spectrum, TV systems, receivers, transmitters, pattern generators and associated equipments, amplifiers, oscillators synthesizers, wave-form generating, measuring and associated equipments, sonic, ultrasonic and radio frequency ranging and depth finding sonar and Telemetry coding and data transmission equipments, data acquisition, processing and logging equipments, calculators, computers, mini computers and micro-computers, printers, headers, display terminals, facsimile transmitting and receiving equipments and systems, (iii) signaling, telecommunication and control equipments used in roads, railways, ships, aircrafts, ports, airports, railway stations, public places along with associated accessories and test rigs, (iv) instruments, testing equipments, accessories for repair, maintenance, calibration and standardization of all the above items in laboratories, service centers, processing plants, manufacturing plants and at customers places.
92. To plan, establish, develop, provide, operate and maintain all types of telecommunication services including, telephone, telex, wireless, data communication telematic and other like forms of communication and to manufacture wireless transmitting and receiving equipments, including radios, television equipments, broadcasting equipments, microphones, amplifiers, loud speakers and telegraphic instruments and equipments and purchase, sell, import, export, repair, renew and deal in all or any of the equipments and parts of the same and also to manufacture the parts and accessories of the said instruments and articles.
93. To manufacture, install, supply and lease electronic display systems and to produce, buy, sell, import, export or otherwise deal in cinematographic films, television films, video films and video cassettes and to establish, purchase, take on lease or hire or otherwise acquire and maintain, and to sell, give on lease or hire studios, laboratories, cinemas, picture places, halls, theaters, for production, processing, printing and screening of films.
94. To purchase, sell, develop, take in exchange, or on lease, hire or otherwise acquire, whether for investment or sale, or working the same, any real or personal estate including lands, mines, business, buildings, factories, mill, houses, cottages, shops, depots, warehouses, machinery, plant, stock-in-trade, mineral rights, concessions, privileges, licences, easement or interest in or with respect to any property or interest in or with respect to any property whatsoever for the purpose of the Company in consideration for a gross sum or rent or partly in one way and partly in the other or for any other consideration and to carry on business is proprietors of flats and buildings and to let on lease or otherwise apartments therein and to provide for the conveniences commonly provided in flats, suites and residential and business quarters.
95. To carry on the business of extraction of oil by mechanical, electrical and/or chemical means, from all or any of the following kinds and or types of commodities viz. rice bran, all types of oilcakes and all kinds of oil bearing seeds and nuts.

96. To carry on all or any of the following business, viz. Refining of Petroleum Crude Oil, manufactures and refined oil, perfumed and all other types of oil and extracting by-products thereof.
97. To carry on in India or elsewhere the business of exploration, extraction, development, production, manufacture, refining, processing, converting, formulating / treating, pumping, drawing, purifying, distilling, smelting, reducing, modifying, blending, holding, using, buying, dealing, acquiring, storing, packaging, selling, marketing, transporting, distributing, importing, exporting, acting as agents/ dealers of all kinds of crude oil, LPG kerosene, LNG compressed hydrocarbons, mineral oils, lubricating oils, products of their by-products which may be derived, produced, prepared, developed, compounded, made or manufactured therefrom and substances and all other residual products resulting from the manufacture and treatment of oil.
98. To carry on in India or elsewhere the business of exploration, development, production, manufacture, refining, processing, compressing, converting, formulating, using, buying, dealing, acquiring, storing, packaging, selling, transporting, distributing, importing, exporting of oxygen, hydrogen, nitrogen, carbonic acid, acetylene and other gases of kindred substances or and compounds thereof by any process and of selling or applying such gases, substances and compounds or any of them to such purposes as the company may from time to time think desirable.
99. To carry on the business of manufacture, dealers, agents, factors, importers, exporters, merchants and financiers of all kinds of man-made fibres and man-made fibre yarns of all kinds, mixed with or without mixing, materials like woolen, cotton, metallic or any other fibres of vegetable, mineral or animal origin, manufacturing such man-made fibres and man-made fibre products of all description and kinds with or without mixing fibres of other origin as described above, by any process using petrochemicals of all description or by using vegetable or mineral oils or products of all description required to produce such man-made fibres.
100. To carry on the business of manufacture, dealers, importers and exporters, merchants, agents, factors, and financiers and particularly manufacturers, dealers, etc. of all types of petro-chemicals like Naphtha, Methane, Ethylene, Propylene, Butenes, Naphthalene, Cyclohexane, Cyclohexanone, Benzene, Phenol, Acid, Acetic, Vinyl Acetates, Ammonia, Caprolactam, Adipic Acid, Hexamethylene, Diamine Nylon, Nylon-6, Nylon 6.5, Nylon 6.10, Nylon 6.11, Nylon 7, their fibres, castings, mouldings, sheets, rods, etc. Orthoxylene, Phthalic Anhydride, Alkyd Resins, Polyester Fibres and films, mixed xylenes, paraxylene, Metaxylene, Toluene, cumene, Phenol, styrene, synthetic rubbers, butanes, butadiene, methacrolein, maleic anhydride, methacrylates, alkyd resins, urea, methanol formaldehyde, UF, PF and MF resins. Hydrogen cyanide, poly-methyl methacrylate, acetylene, P.V.C. Polyethylene, Ethylene, dichloride, ethylene, oxide ethylene glycol, ploglycols, polyurethanes, paraxylenes, polystyrenes, polypropylene, Isopropanol, acetone, propylene oxide, propylene glycol, acrylonitrile, acrolein, acylicestersm acrylic fibres, allyl chloride, epichlorhydrin epoxy resins and all other petrochemical products and polymers in all their forms like resins, fibres, sheets mouldings, castings.
101. To carry on the business of manufacturing, buying, selling, exchanging, converting, altering, importing, exporting, processing, twisting or otherwise handling or dealing in or using or advising users in the proper use of, cotton yarn, pure silk yarn, artificial silk yarns, staple fibre and such other fibre, fibres and fibrous materials, or allied products, by-products, substances or substitutes for all or any of them, or yarn or yarns, for textile or other use, as may be practicable.

102. To carry on the business of manufacture, synthesize, produce, prepare, extract, process and finish, manipulate, improve, treat, preserve, reduce, render merchantable, import, export, buy, sell, install, estimate, transport, store, refine, exploit and generally carry on the business or deal or traffic in synthetic rubbers synthetic resins, plastics, rubbers and elastomers, lattices and formulations thereof including reclaimed rubber and all kinds of rubber and plastic products and goods, their by-products and derivatives of any nature and kind whatsoever.
103. To set up, incorporate and manage, provide and/or participate in providing venture capital, risk capital foundation, including giving guarantee or such other financial assistance as may be conducive for development of new enterprises, innovative methods of production and development of existing and new technology, to identify projects, project ideas, to prepare project profiles, project reports, market research, feasibility studies and reports, pre-investment studies and investigation of industries on macro and micro level, to undertake appropriate service to identify scope or potential for economic and industrial development in any particular geographical area or location whether in India or abroad, to act as lead managers in respect of project assignments by undertaking follow up, supervision and co-ordination work at the instance, behest or on behalf of banks, financial institutions, companies, bodies corporate and to monitor the same to the participants, to act as an adviser in the management of undertakings, business enterprises, offices, trade, occupations and professions by introducing modern methods and techniques and systems and render all assistance as may be necessary including by acting as agents for recruitment of personnel, technical, skilled, unskilled, supervisory, managerial, managerial or otherwise, and to act as an adviser in the selection of technical process, economic size, source of plant and machinery and other utilities for business entrepreneurs.
104. To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare of, or the uplift of the public in any rural area and to incur any expenditure on any programme of rural development and to assist, execution and promotion thereof either directly or through any independent agency or in any other manner. Without prejudice to the generality of the foregoing "Programme of Rural Development" shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area which the directors consider it likely to promote and assist Rural Development and that the words "rural area" shall include such areas as may be regarded as rural areas under Section 35CC of the Income-tax Act, 1961, or any other law relating to rural development for the time being in force or as may be regarded as rural areas and in order to implement and of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value and divest subject to the provisions of the Companies Act, 1956 the ownership of any property of the Company to or in favour of any public or local authority or Central or State Government or any Public Institutions or Trusts or Funds.
105. To carry on the business of producers, refiners, processors, buyers, sellers, distributors, importers of and dealers in diamonds, gems including industrial diamonds, jewellery, gold, silver, bullion, precious and semi-precious materials of all kinds capable of being in connection with stones, plated articles, of vertu coins, metals and therewith.
106. To carry on the business of manufacturers of and dealers in all kinds of ice including dry ice, liquid carbon dioxide, ice cream and all kinds of frozen victuals including frozen fruits and vegetables and aerated and mineral waters and to carry on all kinds of cold storage and refrigeration business including the business of manufacturers of and dealers in all kind of ice making refrigeration and cold storage, apparatus, machineries used in connection with the ice and cold storage trade.

107. To carry on the business of constructing, acquiring, selling or buildings, development of land and estates for agricultural, commercial and industrial purposes and selling the same on Hire purchase system and to advance and lend money to builders and others who may be willing to build on or improve any land or buildings for the construction for erection of dwelling houses, trade premises, public or any other buildings and lend money for development of such land buildings and estates and to develop and turn to account any land acquired by the Company or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up, cultivating, letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
108. To carry on the business of leasing, hiring, selling, letting, hire-purchases, and as a hire-purchase finance company carrying as its business hire-purchase transactions or the financing of such transactions and an equipment leasing company carrying on the business of leasing of equipment or the financing of such activity, and to acquire, provide on lease or on hire-purchase or deferred payment or on other similar basis all types of plant and machineries, industrial and office equipments, appliances, vehicles, land and building, real estates, movable and immovable properties and all other assets, required for manufacturing, processing, mining, transportation, electricity generation, shipping, construction, fire fighting, water and waste treatment, pollution, environment control, medical, energy saving, commercial, trading and for other activities.
109. To carry on the business of the agriculturists, planters, cultivators, farmers and to plant, cultivate and purchase all kinds of food grains and food stuffs, oil seeds, vegetables, fruits, grass, timber, bamboo, straw, cotton, jute, rubber, sugarcane, tea, flowers, coffee, coconuts, cashewnuts, tobacco articles that are the products of land or soil and to sell, purchase and deal in the same as principals or and to carry on business of manufacture in dairy, farms and garden produce of all kinds and in particular milk, cream, butter, ghee, cheese, poultry and eggs, fruits and vegetables.
110. To carry on the business of manufacturers of all kinds and classes of paper, board and pulp including writing paper, printing paper, absorbent paper, newsprint paper, wrapping paper, tissue paper, cover paper, blotting paper, filter paper, antique paper, ivory finish paper, coated paper, art paper, bank or bond paper, badami, brown or buff paper, bible paper, cartridge paper, cloth-lined paper, azurelaid and woven paper, cream-laid, greaseproof paper, craft paper, manilla paper, envelope paper, tracing paper, vellum paper, water-proof paper, carbon paper, sensitized paper, chemically treated paper, litmus paper, photographic paper, glass paper, emery paper, paste board, card board, straw board, pulp board, leather board, mill board, corrugated board, duplex and triplex boards, hard boards, plywood-boards, post cards, visiting cards, soda pulp, mechanical pulp, sulphite pulp, semichemical pulp and all kinds of articles of the manufacture of which in any form, paper, board or pulp is used.
111. To design, manufacture, assemble, repair, contract for, let out on hire and generally deal in automobiles of all types and all other motors and engines, agricultural magnetos, plant, planes, propellers, air steam, gas water and other gauges, indicators-governors, injectors, high and low pressure and other valves, wheels, carburetors, sparking plugs, clutches, cocks, union, chucks, stocks, dyes, springs, ramps, screws, pistons, chains, stay-roads, wire fans, forges, bolts, nuts, washers, studs, drill pins, rivets, hinges, nails, spikes, variable and other gears, buffers, stops, metal, timber, canes, asbestos, canvas and other fabrics, linen, radiators, pulleys, belts and belt fasteners, canopies, hoods, wind and other screens and shills, pumps, lamps, bulbs, glass, mirros, bumpers, number plates, horns, batteries, mascots, luggage carriers, sub -parts, picnic

cases, tools, silencers, petrol tanks, chassis, mats and rugs, rims, spoke, crank cases and gear boxes, commodities, wares, petrol and other fuel accessories, appliances and tools of every description whether for use in connection with automobiles, aeronautics, shipping, munitions of war, engineering or otherwise howsoever, and all kinds of straight, bent, woven fortified, screwed and other wire work and all other allied goods, materials, parts, utensils, compounds and accessories or requirements.

112. To carry on business as metal makers, refiners and workers generally, ship builders and shipwrights, dock and wharf proprietors, colliery proprietors and importers and workers, sand-blast workers, oil fuel engineers, constructional engineers, marine engineers, consulting engineers, mill wrights, wheel-wrights, cement and asbestos manufacturers, galvanisers, machinists, japanners, annealers, welders, electro and chromium storage contracts, and oil merchants and contractors generally.
 113. To purchase, sell ships and/or to act as shipping agents, stevedores, chatters, hires, freight brokers, clearing and traveling agents.
 114. To carry on the business of sizers, texturisers, spinners, weavers, manufacturers, twistors of various kinds of yarns silk, artificial silk, rayon, nylon, stretch, man-made, synthetic fibres, staple fibres, wool and fibrous materials and the business of manufacturing, texturing, spinning, weaving, combing, ginning, pressing, twisting, doubling, dyeing, bleaching, colouring, mercerizing, printing, scouring, finishing, packing, balling and selling cloth of all types, linen and fabrics of all types, whether knitted or looped and of importing, exporting, buying, selling and/or dealing in silk, art silk, rayon, nylon, stretch, man-made synthetic fibres, staple fibres, wool, hemp and other fibrous materials, cloth, linen, rayon and to buy, sell, import/export, act as agents and/or deal in finished fabrics/grey fabrics made of cotton/blended worsted/synthetic, cotton/blended/worsted/polyester filament yarn or partially oriented yarn and other kinds of yarn and generally to carry on the business of processors, dyers, sizers, manufacturers and/or dealers in linen, flax, hemp, silk, artificial silk, rayon, man-made synthetic fibres, staple fibres, wool and cloth merchants, cleaners, combers, spinners, weavers, bleachers, dyers, printers, sizers, importers, exporters, materials and to transact all and preparing process and to give any special treatment to any of the above referred materials at any stage of production such as texturing, dyeing, twisting, testing, crimping on own materials.
 115. To carry on the business of processing, converting, manufacturing, formulating, using, acquiring, storing, packaging, transporting, distributing and disposing of finished fabrics/grey fabrics made of cotton/blended worsted/synthetic, cotton/blended/worsted/polyester filament yarn or partially oriented yarn and other kinds of yarn, Di-Methyl terephthalate, Pure Terephthalic Acid, and Mono Ethylene Glycol High Density Polyethylene, Low Density Polyethylene Linear Alkyl Benzene, Paraxylene and Poly Vinyl Chloride any sorts of dyes and chemicals in India or any other parts of the world.
- IV. The liability of the Members is limited.
- V. * The Authorised Share Capital of the Company is Rs. 160,00,00,00,000 (Rupees sixteen thousand crore only) divided into 1100,00,00,000 (One thousand one hundred crore) equity shares of Rs.10 (Rupees Ten) each and 500,00,00,000 (Five hundred Crore) preference shares of Rs. 10 (Rupees Ten) each.

* Substituted vide Extraordinary General Meeting held on November 29, 2007.

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite to our respective names :

Sr. No.	Name, address, description and occupation of each Subscriber	Number of equity shares taken by each Subscriber	Names, Addresses, description and occupation of witness and his/her signature
1.	Shri Rohit C. Shah A-505, Surendra Park Ram Galli Kandivali (West) Mumbai 400 067 S/o Shri Chhanalal V. Shah Service Sd/-	100 (One hundred only)	S/d Sujata Krishnamurti B-4/2, Jeevan Shanti Colony S.V. Road, Santa Cruz (West) Mumbai 400 054 D/o M. Krishnamurthi
2.	Shri Subhash Chandra Gupta 202B, Bldg. CBD Belapur Vasant Vihar Complex Chembur Mumbai 400 074 S/o Shri Mangat Ram Gupta Service Sd/-	100 (One hundred only)	
	TOTAL	200 (Two Hundred Only)	

Place : Mumbai

Date : 28/12/94

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)

**ARTICLES OF ASSOCIATION
OF
RELIANCE POWER LIMITED**

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the Annual General Meeting of the Company held on September 26, 2017 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

TABLE 'F' EXCLUDED

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| 1. | (1) | The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act. | Table 'F' not to apply |
| | (2) | The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles. | Company to be governed by these Articles |

Interpretation

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| 2. | (1) | In these Articles — | |
| | (a) | “Act” means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and to any previous company law, so far as may be applicable. | “Act” |
| | (b) | Deleted* | |
| | (c) | Deleted* | |

(d)	"Articles" means these articles of association of the Company or as altered from time to time.	"Articles"
(e)	"Board of Directors" or "Board", means the collective body of the directors of the Company.	"Board of Directors" or "Board"
(f)	Deleted*	
(g)	"Company" means Reliance Power Limited.	"Company"
(h)	Deleted*	
(i)	"Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.	"Rules"
(j)	"Seal" means the Common Seal of the Company.	"Seal"
(2)	Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.	"Number" and "Gender"
(3)	Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.	Expressions in the Articles to bear the same meaning as in the Act

Share capital and variation of rights

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| 3. | Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions, either at a premium or at par and at such time as they may from time to time think fit. | Shares under control of Board |
| 4. | Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be. | Directors may allot shares otherwise than for cash |
| 5. | The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: | Kinds of Share Capital |
| | (a) Equity share capital: | |
| | (i) with voting rights; and / or | |
| | (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and | |

	(b)	Preference share capital	
6.	(1)	Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue applicable law may provide -	Issue of certificate
	(a)	one certificate for all his shares without payment of any charges; or	
	(b)	several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.	
	(2)	Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon.	Certificate to bear Seal
	(3)	In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.	One certificate for shares held jointly
7.		A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share. For the purposes of these Articles, the term "Depository" shall carry the meaning assigned to the term by the Depositories Act, 1996 or any subsequent amendment(s) thereto.	Option to receive share certificate or hold shares with depository
8.		If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.	Issue of new certificate in place of one defaced, lost or destroyed
9.		The provisions of the foregoing Articles relating to issue of certificates shall <i>mutatis mutandis</i> apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.	Provisions as to Issue of certificates to apply <i>mutatis mutandis</i> to debentures, etc.
10.	(1)	The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.	Power to pay commission in connection with securities issued
	(2)	The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.	Rate of commission in accordance with

		Rules
	(3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.	Mode of payment of commission
11.	(1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.	Variation of members' rights
	(2) To every such separate meeting, the provisions of these Articles relating to general meetings shall <i>mutatis mutandis</i> apply, but so that necessary quorum shall be at least two persons holding issued shares of the class in question or one person in case of sole holding.	Provisions as to general meetings to apply <i>mutatis mutandis</i> to each meeting
12.	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.	Issue of further shares not to affect rights of existing members
13.	Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.	Power to issue redeemable preference shares
14.	(1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to - (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or (b) employees under any scheme of employees' stock option; or (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.	Further issue of share capital
	(2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer, private placement or otherwise, subject to and in accordance with the Act and the Rules.	Mode of further issue of shares

Lien

15.	(1) The Company shall have a first and paramount lien -	Company's lien on shares
	(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and	

	(b)	on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:	
		Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.	
	(2)	The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.	Lien to extend to dividends, etc.
	(3)	Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.	Waiver of lien in case of registration
16.		The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:	As to enforcing lien by sale
		Provided that no sale shall be made—	
	(a)	unless a sum in respect of which the lien exists is presently payable; or	
	(b)	until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.	
17.	(1)	To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.	Validity of sale
	(2)	The purchaser shall be registered as the holder of the shares comprised in any such transfer.	Purchaser to be registered holder
	(3)	The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.	Validity of Company's receipt
	(4)	The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.	Purchaser not affected
18.	(1)	The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.	Application of proceeds of sale
	(2)	The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.	Payment of residual money
19.		In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and	Outsider's lien not to affect

accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

Company's lien

20. The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures of the Company.
- Provisions as to lien to apply *mutatis mutandis* to debentures, etc.

Calls on shares

21. (1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.
- Board may make calls
- (2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
- Notice of call
- (3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.
- Board may extend time for payment
- (4) A call may be revoked or postponed at the discretion of the Board.
- Revocation or postponement of call
22. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.
- Call to take effect from date of resolution
23. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- Liability of joint holders of shares
24. (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.
- When interest on call or installment payable
- (2) The Board shall be at liberty to waive payment of any such interest wholly or in part.
- Board may waive interest
25. (1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- Sums deemed to be calls
- (2) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- Effect of nonpayment of sums

26.	<p>The Board -</p> <p>(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and</p> <p>(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.</p>	<p>Payment in anticipation of calls may carry interest</p>
27.	<p>If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.</p>	<p>Installments on shares to be duly paid</p>
28.	<p>All calls shall be made on a uniform basis on all shares falling under the same class.</p> <p>Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.</p>	<p>Calls on shares of same class to be on uniform basis</p>
29.	<p>Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.</p>	<p>Partial payment not to preclude forfeiture</p>
30.	<p>The provisions of these Articles relating to calls shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.</p>	<p>Provisions as to calls to apply <i>mutatis mutandis</i> to debentures, etc.</p>
Transfer of shares		
31.	<p>(1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.</p> <p>(2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.</p>	<p>Instrument of transfer to be executed by transferor and transferee</p>
32.	<p>The Board may, subject to the right of appeal conferred by the Act decline to register -</p> <p>(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or</p>	<p>Board may refuse to register transfer</p>

	(b)	any transfer of shares on which the Company has a lien.	
33.		In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless -	Board may decline to recognise instrument of transfer
	(a)	the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;	
	(b)	the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and	
	(c)	the instrument of transfer is in respect of only one class of shares.	
34.		On giving previous notice in accordance with the Act and Rules made thereunder or other provisions of law, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:	Transfer of shares when suspended
		Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year, unless permissible under the applicable provisions of law.	
35.		The provisions of these Articles relating to transfer of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to transfer of shares to apply <i>mutatis mutandis</i> to Debentures, etc.

Transmission of shares

36.	(1)	On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.	Title to shares on death of a member
	(2)	Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.	Estate of deceased member liable
37.	(1)	Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either -	Transmission Clause
	(a)	to be registered himself as holder of the share; or	
	(b)	to make such transfer of the share as the deceased or insolvent member could have made.	
	(2)	The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.	Board's right unaffected
	(3)	The Company shall be fully indemnified by such person from all liability, if any, arising out of actions taken by the Board to give	Indemnity to the Company

effect to such registration or transfer.

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| 38. | (1) | If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. | Right to election of holder of share |
| | (2) | If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. | Manner of testifying election |
| | (3) | All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member. | Limitations applicable to notice |
| 39. | | <p>A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:</p> <p>Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.</p> | Claimant to be entitled to same advantage |
| 40. | | The provisions of these Articles relating to transmission by operation of law shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company. | Provisions as to transmission to apply <i>mutatis mutandis</i> to debentures, etc. |

Forfeiture of shares

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| 41. | | If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment. | If call or installment not paid notice must be given |
| 42. | | The notice aforesaid shall: | Form of notice |
| | (a) | name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and | |
| | (b) | state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited. | |

43.		If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.	In default of payment of shares to be forfeited
44.		Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.	Receipt of part amount or grant of indulgence not to affect forfeiture
45.		When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.	Entry of forfeiture in register of members
46.		The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.	Effect of forfeiture
47.	(1)	A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.	Forfeited shares may be sold, etc.
	(2)	At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	Cancellation of forfeiture
48.	(1)	A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.	Members still liable to pay money owing at the time of forfeiture
	(2)	All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.	Member still liable to pay money owing at time of forfeiture and interest
	(3)	The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.	Ceaseure of liability
49.	(1)	A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;	Certificate of forfeiture

(2)	The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;	Title of purchaser and transferee of forfeited shares
(3)	The transferee shall thereupon be registered as the holder of the share; and	Transferee to be registered as holder
(4)	The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.	Transferee not affected
50.	Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.	Validity of sales
51.	Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.	Cancellation of share certificate in respect of forfeited shares
52.	The Board may, subject to the provisions of the Act, accept a surrender of any share certificates from or by any member desirous of surrendering them on such terms as they think fit.	Surrender of share certificates
53.	The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.	Sums deemed to be calls
54.	The provisions of these Articles relating to forfeiture of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to forfeiture of shares to apply <i>mutatis mutandis</i> to debentures, etc.

Alteration of capital

55.	Subject to the provisions of the Act, the Company may, by ordinary resolution -	Power to alter share capital
(a)	increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;	
(b)	consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:	

- (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

56. Where shares are converted into stock: Shares may be converted into stock

- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage; Right of stockholders
- (c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.

57. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, — Reduction of capital

- (a) its share capital; and/or
- (b) any capital redemption reserve account; and/or
- (c) any securities premium account; and/or
- (d) any other reserve in the nature of share capital.

Joint Holders

58. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles: Joint-holders

- (a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share. Liability of Joint holders

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| (b) | On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. | Death of one or more joint-holders |
| (c) | Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share. | Receipt of one sufficient |
| (d) | Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed to be service on all the joint-holders. | Delivery of certificate and giving of notice to first named holder |
| (e) | i. Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof. | Vote of joint holders |
| | ii. Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders. | Executors or administrators as joint holders |
| (f) | The provisions of these Articles relating to joint holders of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company registered in joint names. | Provisions as to joint holders as to shares to apply <i>mutatis mutandis</i> to debentures, etc. |

Capitalisation of profits

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| 59. | (1) | The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve — | Capitalisation |
| | (a) | that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and | |
| | (b) | that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions. | |

- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or Sum how applied
- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (b) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).
- (3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
- (4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

60.

- (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall - Powers of the Board for capitalisation
- (a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and
 - (b) generally do all acts and things required to give effect thereto.
- (2) The Board shall have power— Board's power to issue fractional certificate/coupon etc.
- (a) to make such provisions, by the issue of fractional certificates coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.

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| (3) | Any agreement made under such authority shall be effective and binding on such members. | Agreement binding on members |
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Buy-back of shares

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| 61. | Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities. | Buy-back of shares |
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General meetings

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| 62. | All general meetings other than annual general meeting shall be called extraordinary general meeting. | |
| 63. | The Board may, whenever it thinks fit, call an extraordinary general meeting. | |

Proceedings at general meetings

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| 64.. | (1) | No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. | Presence of Quorum |
| | (2) | No business shall be discussed or transacted at any general meeting except election of Chairman whilst the chair is vacant. | Business confined to election of Chairman whilst chair vacant |
| | (3) | The quorum for a general meeting shall be as provided in the Act. | Quorum for general meeting |
| 65. | | The Chairman of the Board shall preside as the Chairman at every general meeting of the Company. In absence of the Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman of the meeting, the Vice-Chairman of the Board, shall preside as Chairman of the meeting. | Chairman of the General meetings |
| 66. | | If there is no Chairman or Vice Chairman, or none of them are present within fifteen minutes after the time appointed for holding the meeting, or are unwilling to act as Chairman of the meeting, the directors present shall elect one of their number to be the Chairman of the meeting. | Directors to elect a Chairman |
| 67. | | If at any meeting no Director is willing to act as Chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be the Chairman of the meeting. No business shall be discussed at any General Meeting except the election of a Chairman while the chair is vacant. | Members to elect a Chairman |
| 68. | (1) | On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairman shall have a second or casting vote. | Casting vote of Chairman at general meeting |
| | (2) | The Chairman of any Meeting shall be the sole judge of the validity | |

	of every vote tendered at such Meeting. The Chairman present at the taking of a poll shall be in the sole judge of the validity of every vote tendered at such poll.	Chairman to judge validity of votes
	(3) The Members shall exercise their voting rights to ensure that the Act and/or these Articles are implemented and acted upon by the Members, and by the Company and to prevent the taking of any action by the Company or by any Member, which is contrary to or with a view or intention to evade or defeat the terms as contained in these Articles.	Exercise of Voting Rights by Members
69.	(1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by Postal Ballot to be prepared and signed in such manner as may be prescribed by the rules and kept by making within the prescribed time of the conclusion of such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.	Minutes of proceedings of meetings and resolutions passed by postal ballot
	(2) There shall not be included in the minutes any matter which, in the opinion of the Chairman of the meeting -	Certain matters not to be included in Minutes
	(a) is, or could reasonably be regarded, as defamatory of any person; or	
	(b) is irrelevant or immaterial to the proceedings; or	
	(c) is detrimental to the interests of the Company.	
	(3) The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.	Discretion of Chairman in relation to Minutes
	(4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.	Minutes to be evidence
70.	(1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:	Inspection of minute books of general meeting
	(a) be kept at the registered office of the Company; and	
	(b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.	
	(2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above	Members may obtain copy of minutes
71.	The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be	Powers to arrange security at meetings

final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

Adjournment of meeting

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| 72. | (1) | The Chairman may, <i>suo motu</i> , adjourn the meeting from time to time and from place to place, as permissible under the Act. | Chairman
may adjourn the
meeting |
| | (2) | No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. | |

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| (3) | When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. | Notice of adjourned meeting |
| (4) | Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. | Notice of adjourned meeting not required |

Voting rights

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| 73. | Subject to any rights or restrictions for the time being attached to any class or classes of shares - | |
| | (a) on a show of hands, every member present in person shall have one vote; and | |
| | (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company. | |
| 74. | A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once. | Voting through electronic means |
| 75. | (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. | Vote of joint holders |
| | (2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members. | Seniority of names |
| 76. | A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians. | How members <i>non compos mentis</i> and minor may vote |
| 77. | Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof. | Votes in respect of shares of deceased or insolvent members, etc. |
| 78. | Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. | Business may proceed pending poll |
| 79. | No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien. | Restriction on voting rights |

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| 80. | A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article. | Restriction on exercise of voting rights in other cases to be void |
| 81. | Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class. | Equal rights of members |

Proxy

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| 82. | (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. | Member may vote in person or otherwise |
| | (2) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. | Proxies when to be deposited |
| 83. | An instrument appointing a proxy shall be in the form as prescribed in the Rules. | Form of proxy |
| 84. | A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used. | Proxy to be valid notwithstanding death of the principal |

Board of Directors

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| 85. | Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15 (fifteen). | Board of Directors |
| 86. | The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation. | Directors not liable to retire by rotation |
| 87. | (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. | Remuneration of directors |
| | (2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by a resolution passed by the Members. | Remuneration to require members' consent |
| | (3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other | Travelling and other expenses |

expenses properly incurred by them—

- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
- (b) in connection with the business of the Company.

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| 88. | All cheques, promissory notes, drafts, <i>hundis</i> , bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine. | Execution of negotiable instruments |
| 89. | <ul style="list-style-type: none">(1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act. | <div>Appointment of additional directors</div> <div>Duration of office of additional director</div> |
| 90. | <ul style="list-style-type: none">(1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.(2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.(3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.(4) If it is provided by a Trust Deed or any other document, securing or otherwise, in connection with any issue of Debentures of the Company, that any Person/ Lender or Persons/ Lenders shall have power to nominate a Director of the Company, then in the case of any and every such issue of Debentures, the Person/ Lender or Persons/ Lenders having such power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to a Debenture Director. A Debenture Director may be removed from office at any time by the Person/ Lender or Persons/ Lenders in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place.(5) Any deed for securing loans by the Company from financial corporations may be so arranged to provide for the appointment from time to time by the lending financial corporation of some person or persons to be a director or directors of the Company and may empower | <div>Appointment of alternate director</div> <div>Re-appointment provisions applicable to Original Director</div> <div>Debenture Directors</div> <div>Nominee Director</div> |

such lending financial corporation from time to time to remove and re-appoint any Director so appointed. A Director appointed under this Article is herein referred as "Nominee Director" and the term "Nominee Director" means any director for time being in office under this Article. The deed aforesaid may contain ancillary provisions as may be arranged between the Company and the lending corporation and all such provisions shall have effect notwithstanding any of the other provisions herein contained.

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| 91. | (1) | If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board. | Appointment of director to fill a casual vacancy |
| | (2) | The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated. | Duration of office of Director appointed to fill casual vacancy |

Powers of Board

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| 92. | The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. | General powers of the Company vested in Board |
| 93 | All the Directors shall exercise their voting rights to ensure that these Articles are implemented and acted upon by them to prevent the taking of any action by the Company or by any Member, which is contrary to or with a view or intention to evade or defeat the terms as contained in these Articles. | Exercise of Voting Rights by Directors |
| 94. | Deleted* | |

Proceedings of the Board

95.	(1)	The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.	When meeting to be convened
	(2)	The Chairman or any one Director with the previous consent of the Chairman may, or the company secretary on the direction of the Chairman shall, at any time, summon a meeting of the Board.	Who may summon Board meeting
	(3)	The quorum for a Board meeting shall be as provided in the Act.	Quorum for Board meetings
	(4)	The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Participation at Board meetings
96.	(1)	Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.	Questions at Board meeting how decided
	(2)	In case of an equality of votes, the Chairman of the Board if any shall have a second or casting vote.	Casting vote of Chairman at Board meeting
97.		The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.	Directors not to act when number falls below minimum
98.	(1)	The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit or to any officer of the Company.	Delegation of powers
	(2)	Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.	Committee to conform to Board regulations
	(3)	The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Participation at Committee meetings
99.	(1)	A Committee may elect a Chairman of its meetings unless the Board, while constituting a Committee, has appointed a Chairman of such Committee.	Chairman of Committee

	(2)	If no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairman of the meeting.	Who to preside at meetings of Committee
100.	(1)	A Committee may meet and adjourn as it thinks fit.	Committee to meet
	(2)	Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.	Questions at Committee meeting how decided
	(3)	In case of an equality of votes, the Chairman of the Committee shall have a second or casting vote.	Casting vote of Chairman at Committee meeting
101.		All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.	Acts of Board or Committee valid notwithstanding defect of appointment
102.		Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.	Passing of resolution by circulation
Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer			
103.	(a)	Subject to the provisions of the Act,— A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.	Chief Executive Officer, etc.
	(b)	The same individual, at the same time, may be appointed as a director as well as the chief executive officer, manager, company secretary, chief financial officer or as any other key managerial person (KMP) of the company.	Director may be KMP, etc.

Registers

104.	The Company shall keep and maintain at its registered office or at such other place as may be decided by the Board, all statutory
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registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

Statutory registers

105. (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.
- (b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

Foreign register

The Seal

106. (1) The Board shall provide for the safe custody of the Seal.
- (2) The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

The seal, its custody and use
Affixation of seal

Dividends and Reserve

107. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.
108. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.

Company in general meeting may declare dividends

Interim dividends

109.	(1)	The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.	Dividends only to be paid out of profits
	(2)	The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.	Carry forward of profits
110.	(1)	Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.	Division of profits
	(2)	No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.	Payments in advance
	(3)	All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.	Dividends to be apportioned
111.	(1)	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.	No member to receive dividend whilst indebted to the Company and Company's right to reimbursement there from
	(2)	The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.	Retention of dividends
112.	(1)	Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.	Dividend how remitted
	(2)	Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.	Instrument of payment

- | | | |
|------|---|----------------------------------|
| (3) | Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made. | Discharge to Company |
| 113. | Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share. | Receipt of one holder sufficient |
| 114. | No dividend shall bear interest against the Company. | No interest on dividends |
| 115. | The waiver in whole or in part of any bonus shares, other rights or dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board. | Waiver of bonus, Dividends etc. |

Accounts

- | | | |
|------|--|--------------------------------------|
| 116. | (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules. | Inspection by Directors |
| | (2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board. | Restriction on inspection by members |

Winding up

- | | | |
|------|---|-----------------------|
| 117. | Subject to the applicable provisions of the Act and the Rules made thereunder - | Winding up of Company |
| | (a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not. | |
| | (b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. | |
| | (c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability. | |

Indemnity and Insurance

118. (a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, chief executive officer, chief financial officer, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, chief executive officer, chief financial officer, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, chief executive officer, chief financial officer, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses. Directors and officers right to indemnity
- (b) Subject as aforesaid, every director, managing director, manager, chief executive officer, chief financial officer, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.
- (c) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably. Insurance

General Power

119. (1) Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided. General Power

We the several persons whose names and addresses are subscribed hereunder are desirous of being formed into a Company in pursuance of this ARTICLES OF ASSOCIATION.

Sr.No.	Name, address, description and occupation of each Subscriber	Signature of Subscribers	Names, Addresses, description and occupation of witness and his/her signature
1.	<p>Shri Rohit C. Shah A-505, Surendra Park Ram Galli Kandivali (West) Mumbai 400 067</p> <p>S/o Shri Chhanalal V. Shah</p> <p>Service</p>	S/d	<p>S/d Sujata Krishnamurthi B-4/2 Jeevan Shanti Colony S.V. Road, Santa Cruz (west) Mumbai 400 054</p> <p>D/o. M. Krishnamurthi</p> <p>Service</p>
2.	<p>Shri Subhash Chandra Gupta 202B, Bldg. Vasant Vihar Complex Chembur Mumbai 400 074</p> <p>S/o Shri Mangat Ram Gupta</p> <p>Service</p>	S/d	

Place : Mumbai

Date : 28/12/94

HIGH COURT, BOMBAY
IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

COMPANY PETITION NO. 663 OF 2007

WITH

COMPANY APPLICATION NO. 870 OF 2007

In the matter of Scheme of Amalgamation of
Reliance Public Utility Pvt. Ltd. with Reliance
Power Ltd. and their respective Shareholders and
Creditors.

Reliance Public Utility Pvt. Ltd. .. Petitioner

WITH

COMPANY PETITION NO. 664 OF 2007

WITH

COMPANY APPLICATION NO. 871 OF 2007

In the matter of Scheme of Amalgamation of
Reliance Public Utility Pvt. Ltd. with Reliance Power
Ltd. and their respective Shareholders and
Creditors.

Reliance Power Ltd. .. Petitioner

Mr Janak Dwarkadas with Mr Nitin Pradhan i/b Rajesh Shah & Co. for the petitioners.

Ms K V Gautam, Dy Official Liquidator only in CP No. 663/07.

Mr A M Sethna with G C Mishra for Regional Director in both the matters.

CORAM : D-B-BHOSALE, J.

DATED : 27TH SEPTEMBER, 2007.

P.C. :

1. The sanction of the Court is sought to a Scheme of Amalgamation under Sections 391 to 394 of the Companies Act, 1956.
2. Counsel appearing on behalf of the Petitioners has stated before the Court that in so far the transferor is concerned (i) all the equity shareholders have granted their consents; (ii) there are no secured or unsecured creditors.
3. In so far as the transferee is concerned, the Court has been informed by the learned counsel that : (i) all the equity shareholders have granted their consents; (ii) there are no secured creditors; (iii) all unsecured creditors have granted their consents.
4. The Regional Director in paragraph 6 of their affidavit dated 19th September, 2007 has preferred the following objection :

“As per clause 3.3.1 of the scheme, upon the sanction of the scheme of the Authorised Share Capital of the Transferee Company shall automatically stand increased without any further act or deed on the part of the Transferee Company, including payment of Stamp Duty and Registrar of

Companies fees. In this connection the Transferee Company may be directed to comply with the provisions of section 94/97 read with Schedule X of the Companies Act, 1956 in respect of filing of necessary forms with Registrar of Companies after payment of ROC fees and Stamp Duty as applicable.”

5. Similar objection was raised by the Regional Director in **YOU Telecom India Pvt. Ltd. and YOU Broadband Networks India Pvt. Ltd., Company Petition Nos. 64 and 65 of 2007** decided on 11.4.2007. The learned Single Judge while rejecting the objection has referred to several judgements of High Courts including of this court relied upon by the learned counsel for the parties in support of their rival contentions and after considering the contentions urged, against and in favour of the objection, in paragraph 9 of the judgement observed thus :

“The objection in respect of the filing of the necessary forms with the Registrar of Companies under sections 96/97 of the Companies Act, 1956 is answered on the basis of the same principle. In so far as payment of stamp duty is concerned, it has been already stated before the Court that the provisions of the Bombay Stamp Act mandating the payment of stamp duty are being duly complied with. No separate payment of fees to the Registrar of Companies is warranted. The authorized share capital of the transferee is but an amalgam of the authorized capital of the transferor and the transferee upon which requisite fees have already been paid. There is therefore, no occasion for the payment of a separate set of fees.”

6. Mr Sethna, learned counsel for the Regional Director invited my attention to the judgement of another learned Single Judge in **Anmol Trading Co. Ltd. T Shaily Engineering Plastics Ltd. and Others (2003) Vol. 113 Company Cases 107**. Upon perusal of the judgement in **YOU Telecom Pvt. Ltd. (supra)** it is clear that the judgement in **Anmol Trading Co. Ltd. (supra)** was considered and was distinguished in paragraph 8 of the judgement. The relevant observations in paragraph 8 read thus :

“The only judgement in the long line of authorities which seems to take a different position is the judgement of Mr Justice R. J. Kochar of this Court in **Anmol Trading Co. Ltd. T Shaily Engineering Plastics Ltd.** In that case, the Learned Single Judge held that Sections 391 to 394 do not stipulate that where the share capital of the transferee company is to be increased, that it would not be necessary to comply with Section 97 of the Act. From the judgement of the Learned Single Judge it is, however, clear that the attention of the Court was not drawn to the consistent position of law laid down in the judgements of Mrs. Justice Sujata Manohar in **Vasant Investment** and Mr. Justice B.N. Srikrishna in **PMP Auto Industries (supra)** which have been followed in the judgements of the Andhra Pradesh, Delhi, Allahabad and Punjab and Haryana High Courts noted above. The same view, as noted earlier, has been reiterated by the Gujarat High Court.”

I find no reason to take different view from the one taken in **YOU Telecom Pvt. Ltd.** case. In the circumstances the objection raised by the Regional Director stands rejected for the reasons recorded in the judgement in **YOU Telecom Pvt. Ltd. (supra)**. It is pertinent to note that neither the judgement in **YOU Telecom Pvt. Ltd. (supra)** or the orders passed subsequently relying upon that judgement have not been carried in appeal by the Regional Director.

7. Upon perusal of the entire material on record it appears that the scheme is fair and reasonable and is not violative of any provisions of law and is not contrary to any public policy. None of the parties concerned have come forward to oppose the scheme. Moreover, both the Regional Director and the Official Liquidator have stated that the scheme as proposed is not contrary to the public interest or prejudicial to the interest of the shareholders or creditors.
8. There is no objection to the scheme and since all the requisite statutory compliances have been fulfilled, company petition of the transferor company is made absolute in terms of prayer clauses (a) to (d) and company petition of the transferee company is made absolute in terms of prayer clause (a) to (c).
9. The transferee-company to lodge a copy of the order and the scheme with the concerned

Superintendent of Stamps for the purpose of adjudication of stamps duty payable on the same, if any, within 30 days of obtaining a certified and/or an authenticated copy of the order.

10. The Petitioners in both the petitions to pay costs of Rs. 2,500/- each to the Regional Director and to the Official Liquidator in company petition No. 546 of 2007. The cost to be paid within four weeks from today.
11. Filing and issuance of drawn up order is dispensed with.
12. All authorities concerned to act on a copy of this order duly authenticated by the Registry.

(D. B. Bhosale, J.)

TRUE COPY

Sd/-

Section Officer

High Court, Appellate Side

Bombay

**SCHEME OF AMALGAMATION
OF
RELIANCE PUBLIC UTILITY PRIVATE LIMITED ... THE TRANSFEROR COMPANY
WITH
RELIANCE POWER LIMITED ... THE TRANSFEREE COMPANY
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

PREAMBLE

A. Purpose of the Scheme

1. Reliance Public Utility Private Limited (hereinafter referred to as 'RPUPL' or 'the Transferor Company') is a joint venture between Reliance Energy Limited (hereinafter referred to as 'REL') and AAA Project Ventures Private Limited (hereinafter referred to as 'APVPL'). REL and APVPL hold equal stakes in RPUPL.
2. This Scheme of Amalgamation (hereinafter referred to as 'Scheme' or 'the Scheme' or 'this Scheme') provides for amalgamation of Reliance Public Utility Private Limited with Reliance Power Limited pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956 and other relevant provisions of the Companies Act, 1956.
3. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

B. Rationale of the Scheme

1. RPUPL and RPL are part of Reliance - Anil Dhirubhai Ambani Group. RPUPL is proposing to engage in the business of executing Engineering, Procurement and Construction contracts ('EPC') and has taken substantive steps in acquiring necessary technical and manpower skills. RPL is engaged in the business of setting up of power plants, directly and through its various subsidiaries.
2. RPUPL has put considerable efforts in acquiring necessary technical and manpower skills which are ancillary to the business of RPL. RPL can take the benefits of this specialized skill sets and technology available with RPUPL to undertake mega power projects and implement them more efficiently and successfully.
3. These resources of RPUPL leveraged by the existing financial and technical resources of RPL will enable RPL to increase its net worth, profitability and market position.
4. Accordingly, the management of RPL and RPUPL believe that the Scheme of Amalgamation would benefit the respective companies and other stake holders of respective companies on account of the following reasons:
 - a. Enable RPL to use the resources of RPUPL in setting up power plants;
 - b. Increase in net worth of RPL, which will facilitate effective and fast mobilization of financial resources for meeting increased capital expenditure;
 - c. Reduction of overheads and other expenses, facilitate administrative convenience and ensure optimum utilization of available services and resources;

C. Parts of the Scheme

The Scheme is divided into following parts:

1. **Part 1** deals with the Definitions and Share Capital
2. **Part 2** deals with the Amalgamation of Reliance Public Utility Private Limited with Reliance Power Limited
3. **Part 3** deals with the Reorganization of Capital and Accounting Treatment
4. **Part 4** deals with the General Clauses
5. **Part 5** deals with Other Terms and Conditions

PART 1

DEFINITIONS AND SHARE CAPITAL

1.1. DEFINITIONS

In this Scheme (as defined hereinafter), unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1.1. **"Act or "the Act"** means the Companies Act, 1956, or any statutory modification or re-enactment thereof for the time being in force;
- 1.1.2. **"Appointed Date"** means the Effective Date or such other date as may be fixed or approved by the High Court of Judicature at Bombay;
- 1.1.3. **"Court" or "High Court"** means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable;
- 1.1.4. **"Effective Date" or "Coming into effect of this Scheme"** means the date on which the certified copies of the Orders of the High Court of Judicature at Bombay sanctioning Scheme are filed with the Registrar of Companies, Maharashtra, Mumbai;
- 1.1.5. **"Free Reserves"** means uncommitted reserves, not being capital reserves or reserves referred to in Sec. 205A (3) of the Companies Act, 1956, available without limitation for all purposes including declaration of dividends and bonus shares;
- 1.1.6. **"RPL" or "the Transferee Company"** means Reliance Power Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 3rd Floor, Reliance Energy Centre, Santa Cruz (E), Mumbai 400 055 ;
- 1.1.7. **"RPUPL" or "the Transferor Company"** means Reliance Public Utility Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 3rd Floor, Reliance Energy Centre, Santa Cruz (E), Mumbai 400 055;

- 1.1.8. **"Scheme" or "the Scheme" or "this Scheme"** means this Scheme of Amalgamation in its present form as submitted to the High Court with or without any modifications or amendments made under Clause 5.2 of this Scheme as approved or directed by the High Court;

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

1.2. SHARE CAPITAL

1.2.1. Transferor Company

The share capital of the Transferor Company as on August 4, 2007 was as under:

Particulars	Rs in Crores
<u>Authorised</u>	
100,00,00,000 Equity Shares of Rs 10 each	1,000
Total	1,000
<u>Issued and Subscribed</u>	
100,00,00,000 Equity Shares of Rs 10 each	1,000
Total	1,000
<u>Paid-up</u>	
100,00,00,000 Equity Shares of Rs 10 each	1,000
Total	1,000

There has been no change in the capital structure of the Transferor Company subsequent to August 4, 2007.

1.2.2. Transferee Company

The share capital of the Transferee Company as on August 4, 2007 was as under:

Particulars	Rs in Crores
<u>Authorised</u>	
100,00,00,000 Equity Shares of Rs 10 each	1,000
Total	1,000
<u>Issued and Subscribed</u>	
100,00,00,000 Equity Shares of Rs 10 each	1,000
Total	1,000
<u>Paid-up</u>	
50,000 Equity Shares of Rs. 10 each, fully paid up	0.05
99,99,50,000 Equity Shares of Rs 10 each, Rs 2	199.99

paid-up	
Advance against share application money - Reliance Energy Limited	7.50
Advance against share application money AAA Project Ventures Private Limited	7.50

TOTAL	215.04
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The above partly paid-up equity shares shall be made fully paid-up before the Effective Date of the Scheme.

1.3. DATE WHEN THE SCHEME COMES INTO OPERATION

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court or made as per Clause 5.2 of the Scheme, shall be effective and operative from the Effective Date.

PART 2

AMALGAMATION OF RELIANCE PUBLIC UTILITY PRIVATE LIMITED WITH RELIANCE POWER LIMITED

2.1. AMALGAMATION

Upon the Scheme becoming effective and upon the High Court of Judicature at Bombay giving u/s. 394 of the Act an order for dissolution without winding up of the Transferor Company, the Transferor Company shall be amalgamated into and form part of the Transferee Company.

2.2. TRANSFER AND VESTING OF UNDERTAKINGS

With effect from the Appointed Date, the entire business and undertakings of the Transferor Company including all its assets and properties of whatsoever nature shall be transferred to the Transferee Company so as to become the business, assets and properties of the Transferee Company as part of the amalgamation as under:

- 2.2.1. All the movable assets including cash on hand, if any, of the Transferor Company, capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company;
- 2.2.2. In respect of movables, other than those specified in sub-clause 2.2.1 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, the Transferor Company shall give notice, in such form as it may deem fit and proper, to its debtors, banks, depositors, customers, and such other persons that pursuant to sanction of the Scheme by the High Court, the said debt, loan, balances, advance or deposit be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the

Transferor Company to recover or realize the same stands extinguished. The investments, if any, held by the Transferor Company in physical certificate form will be transferred to the Transferee Company by duly executed transfer deeds. The investments held in dematerialized form will be transferred to the Transferee Company by issuing appropriate delivery instructions to the depository participant with whom the Transferor Company has an account;

- 2.2.3. The transfer of assets as specified in sub-clauses 2.2.1 and 2.2.2 above shall be made on a date mutually agreed upon between the respective Boards of Directors of the Transferor Company and the Transferee Company, being a date after the sanction of the Scheme by the High Court but before the Effective Date.
- 2.2.4. With effect from the Appointed Date, all debts, liabilities, duties and obligations of every kind, nature and description of the Transferor Company shall under the provisions of Sections 391 and 394 and all other applicable provisions, if any, of the Act, and without any further act or deed be also transferred or be deemed to be transferred to and vest in and be assumed by the Transferee Company so as to become the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.

PART 3

REORGANISATION OF CAPITAL AND ACCOUNTING TREATMENT

3.1. ISSUE OF SHARES

- 3.1.1. Upon the coming into effect of this Scheme and in consideration of the shareholders of the Transferor Company agreeing to the extinguishment of the shares of the Transferor Company, consequent to the amalgamation of the Transferor Company with the Transferee Company and the dissolution without winding up of the Transferor Company in terms of the Scheme, the Transferee Company shall without any further application, act, instrument or deed, issue and allot to the equity shareholders of the Transferor Company, whose names are recorded in the Register of Members (the "Members"), on the Effective Date, equity shares of Rs. 10/- (Rupees ten only) each, credited as fully paid up in the following ratio:

"1 (One) fully paid up Equity Share of the face value of Rs. 10/- (Rupees ten only) each in the Transferee Company for every 1 (One) fully paid up equity share of the face value of Rs. 10/- (Rupees ten only) each held in the Transferor Company"

The above ratio in which equity shares of the Transferee Company are to be allotted to the shareholders of the Transferor Company by the Transferee Company is hereinafter referred to as the "**Share Exchange Ratio**".

- 3.1.2. Upon allotment of the equity shares pursuant to Clause 3.1.1 above, the shares or the share

certificates of the Transferor Company in relation to the shares held by its Members shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect. The equity shares to be issued by the Transferee Company pursuant to Clause 3.1.1 above shall be issued in physical form.

- 3.1.3. In the event of there being any pending share transfers with respect to any application lodged for transfer by any shareholder of the Transferor Company, the Board of Directors or any committee thereof of the Transferor Company if in existence, or failing which the Board of Directors or any committee thereof of the Transferee Company shall be empowered in appropriate cases, even subsequent to the Effective Date to effectuate such a transfer in the Transferor Company as if such changes in registered holder were operative as on the Effective Date, in order to remove any difficulties arising to the transferor or the transferee of the share(s) in the Transferee Company and in relation to the new shares after the Scheme becomes effective.
- 3.1.4. The issue and allotment of Equity Shares by the Transferee Company to the shareholders of the Transferor Company as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out as if the procedure laid down under Section 81(1A) and any other applicable provisions of the Act were duly complied with.
- 3.1.5. The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment of Equity Shares to the members of the Transferor Company under the Scheme.

3.2. ACCOUNTING TREATMENT

- 3.2.1. On the Scheme becoming effective, the Transferee Company shall provide for the following accounting treatment in its books of accounts as under:
 - (a) The Transferee Company shall credit to its share capital account, the aggregate face value of Equity Shares issued by it pursuant to sub-clause 3.1.1 of this Scheme;
 - (b) Inter-company balances if any, will stand cancelled;
 - (c) All the assets (including investments in subsidiaries) and liabilities recorded in the books of Transferor Company and Transferee Company shall, at the option of the Transferee Company, be recorded by the Transferee Company at their respective book values or fair values as on the Effective Date.
 - (d) The excess of the Net Assets Value of the Transferor Company transferred to the Transferee Company, after making the adjustments as mentioned in sub-clause (a) to (c) above, would be recorded as the General Reserve of the Transferee Company and it will be treated as Free Reserves for all purposes as the Transferee Company deems proper including but not limited to declaration of dividends, set off of increased depreciation, diminution in value of investments arising from or connected with the restructuring envisaged by this Scheme, costs, expenses and losses. Such reserve shall be a reserve arising from the Scheme and shall not be considered to be a reserve created by Transferee

Company. The shortfall, if any, shall be debited by the Transferee Company to its Goodwill.

Explanation:

“Net Assets Value” shall be computed as the value at which the assets of the Transferor Company transferred to the Transferee Company are recorded by the Transferee Company less the fair value of the liabilities becoming liabilities of the Transferee Company and the difference if positive shall be considered to be an “excess” and if negative shall be considered to be a “shortfall”.

- (e) If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Company and the Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in the General Reserve of the Transferee Company.

3.3. COMBINATION OF AUTHORISED SHARE CAPITAL

- 3.3.1. Upon sanction of this Scheme, the authorized share capital of the Transferee Company shall automatically stand increased without any further act or deed on the part of the Transferee Company, including payment of Stamp Duty and Registrar of Companies fees, by the authorised share capital of Transferor Company amounting to Rs. 1000,00,00,000 (Rupees One Thousand Crores) divided into 100,00,00,000 (One Hundred Crores) Equity Shares of Rs. 10 each and the Memorandum of Association and Articles of Association of the Transferee Company shall stand amended accordingly without any further act or deed on the part of the Transferee Company.

- 3.3.2. Pursuant to the Scheme and after the Scheme becomes effective, the authorised, subscribed and paid-up share capital of the Transferee Company will be as under:

Authorised Capital	Rs. In Crores
200,00,00,000 Equity Shares of Rs. 10 each	2,000
TOTAL	2,000

Issued, Subscribed and Paid up Capital

200,00,00,000 Equity Shares of Rs. 10 each fully

paid-up	2,000
TOTAL	2,000

PART 4
GENERAL CLAUSES

4.1. CONDUCT OF BUSINESS

4.1.1. With effect from the date of filing of this Scheme with the High Court of Judicature at Bombay and upto and including the Effective Date:

- (a) The Transferor Company shall carry on its business and activities with reasonable diligence and business prudence and shall not, undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its subsidiaries or group companies or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal with the undertaking save and except in each case in the following circumstances:
 - i. if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the High Court of Judicature at Bombay; or
 - ii. if the same is expressly permitted by this Scheme; or
 - iii. if written consent of the Transferee Company has been obtained.
- (b) The Transferee Company shall carry on its business and activities with reasonable diligence and business prudence and shall not, undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its subsidiaries or group companies or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal with the undertaking save and except in each case in the following circumstances:
 - i. if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the High Court of Judicature at Bombay ; or
 - ii. if the same is expressly permitted by this Scheme; or
 - iii. if written consent of the Transferor Company has been obtained.
- (c) The Transferor Company and the Transferee Company shall not make any change in their respective capital structure either by any increase, (by issue of equity or shares on a rights basis, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner which may, in any way, affect the Share Exchange Ratio (as defined in Clause 3.1.1 above), except by mutual consent of the respective Boards of Directors of the Transferor Company and the Transferee Company or except as may be expressly permitted under this Scheme

4.2. DIVIDENDS, PROFITS, BONUS/ RIGHTS SHARES

4.2.1. With effect from the date of filing of this Scheme with the High Court of Judicature at Bombay and upto and including the Effective Date, the Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective equity shareholders in respect of the accounting period prior to the Effective Date, provided that the

Transferor Company shall not make any such declaration, except with the prior approval of the Board of Directors of the Transferee Company.

4.2.2. Until the coming into effect of this Scheme, the holder of equity shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.

4.2.3. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.

4.3. STAFF, WORKMEN & EMPLOYEES

Upon the coming into effect of this Scheme:

4.3.1. All the employees of the Transferor Company in service on the Effective Date, shall become the employees of the Transferee Company on such date without any break or interruption in service and on terms and conditions as to remuneration not less favourable than those subsisting with reference to the Transferor Company as on the said date. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies, and shall not be entitled to avail of any schemes and benefits that are applicable and available to any of the employees of the Transferee Company, unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by the Transferor Company with any union/employee of the Transferor Company.

4.3.2. It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts created or existing for the benefit of the employees of the Transferor Company shall be deemed to have been created by the Transferee Company in place of the Transferor Company for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such fund or funds, shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the said fund or funds.

4.4. LEGAL PROCEEDINGS

4.4.1. Upon the coming into effect of this Scheme, all suits, actions and proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been pending and/or arising by or against the Transferee Company.

- 4.4.2. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in sub-clause (4.2.1) above transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

4.5. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 4.5.1. Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, licenses and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall, without any further act, instrument or deed, be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, at any time prior to the Effective Date, wherever necessary, enter into, and/or issue and/or execute deeds, writings, confirmations, any tripartite arrangements or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.
- 4.5.2. The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, be deemed to be authorised to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

PART 5

OTHER TERMS AND CONDITIONS

5.1. APPLICATION TO THE HIGH COURT

- 5.1.1. The Transferor Company shall with all reasonable despatch, make all applications/petitions under Sections 391 and 394 and other applicable provisions of the Act to the High Court of Judicature at Bombay for sanctioning of this Scheme and for dissolution of the Transferor Company without winding up under the provisions of law, and obtain all approvals as may be required under law.
- 5.1.2. The Transferee Company shall with all reasonable despatch, make all applications/petitions under Sections 391 and 394 and other applicable provisions of the Act to the High Court of Judicature at Bombay for sanctioning of this Scheme under the provisions of law, and obtain all approvals as may be required under law.

5.2. MODIFICATION / AMENDMENT TO THE SCHEME

- 5.2.1. The Transferor Company and the Transferee Company may assent from time to time on behalf of all persons concerned to any modifications or amendments or additions to this Scheme or to any

conditions or limitations which either the Boards of Directors or a committee or committees of the concerned Board or any Director authorised in that behalf by the concerned Board of Directors (hereinafter referred to as the "Delegates") of the Transferor Company and the Transferee Company deem fit, or which the High Court of Judicature at Bombay or any other authorities under law may deem fit to approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or to review the position relating to the satisfaction of the conditions to this Scheme and if necessary, to waive any of those (to the extent permissible under law) for bringing this Scheme into effect. (In the event that any of the conditions may be imposed by the Courts or other authorities which the Transferor Company or the Transferee Company may find unacceptable for any reason, then the Transferor Company and the Transferee Company are at liberty to withdraw the Scheme). The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by the Delegates of the respective Companies. In particular and without prejudice to the generality of the foregoing the modifications and amendments referred to in this sub-clause may include modifications and amendments relating to the mode by which the business undertaking assets and properties of the Transferor Company are transferred to the Transferee Company.

- 5.2.2. For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegates of the Transferor Company and Transferee Company may give and are authorised to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

5.3. WINDING UP OF THE TRANSFEROR COMPANY

- 5.3.1. On the Scheme becoming effective the Transferor Company shall be dissolved without being wound up.
- 5.3.2. The Board of Directors (or any committee thereof) of the Transferor Company shall without any further, act, instrument or deed be and stand dissolved.

5.4. CONDITIONALITY OF THE SCHEME

5.4.1. The Scheme is conditional upon and subject to the following:

- (a) The Scheme being agreed to by the requisite majority of the members of the Transferor Company and the Transferee Company as required under the Act and the requisite orders of the High Court of Judicature at Bombay being obtained;
- (b) Such other sanctions and approvals including sanctions of any governmental or regulatory authority, creditor, lessor, or contracting party as may be required by law or contract in respect of the Scheme being obtained; and
- (c) The certified copies of the order of the High Court of Judicature at Bombay referred to in this Scheme being filed with the Registrar of Companies, Maharashtra, Mumbai.

- 5.4.2. The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if is approved in its entirety unless specifically agreed otherwise by the Transferor Company and the Transferee Company by their respective Board of Directors or any Committee constituted by them.

5.5. EFFECT OF NON-RECEIPT OF APPROVALS

- 5.5.1. In the event of this Scheme failing to take effect within 12 months of the first filing with the High Court of Judicature at Bombay, or by such later date as may be agreed by the respective Boards of Directors of the Transferor Company and the Transferee Company, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own costs or as may be mutually agreed.

5.6. COSTS, CHARGES AND EXPENSES

- 5.6.1. All other costs, charges and expenses, including any taxes and duties of the Transferor Company and Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.

IN THE HIGH COURT OF JUDICATURE

AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 664 OF 2007

IN CONNECTED WITH

COMPANY APPLICATION NO.871 OF 2007

In the matter of the Companies Act, 1956 (1 of
1956);

AND

In the matter of Sections 391 to 394 of the
Companies Act, 1956;

AND

In the matter of Scheme of Amalgamation of
Reliance Public Utility Private Limited with
Reliance Power Limited and their Respective
Shareholders and Creditors

RELIANCE POWER LIMITED

.....Petitioner Company

Authenticated copy of the minutes of order

dated 27th day of September, 2007 along with

Scheme of Amalgamation

M/S RAJESH SHAH & CO.

Advocates for the Petitioner

16, Oriental Building,

30, Nagindas Master Road,

Flora Fountain,

Mumbai – 400001.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 564 OF 2010

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 536 OF 2010

RELIANCE NATURAL RESOURCES LIMITEDPetitioner Company

AND

COMPANY SCHEME PETITION NO. 565 OF 2010

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 537 OF 2010

RELIANCE POWER LIMITEDPetitioner Company

AND

COMPANY SCHEME PETITION NO. 502 OF 2010

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 538 OF 2010

ATOS TRADING PRIVATE LIMITEDPetitioner Company

AND

COMPANY SCHEME PETITION NO. 503 OF 2010

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 539 OF 2010

ATOS MERCANTILE PRIVATE LIMITEDPetitioner Company

AND

COMPANY SCHEME PETITION NO. 504 OF 2010

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 540 OF 2010

COASTAL ANDHRA POWER INFRASTRUCTURE LIMITEDPetitioner Company

AND

COMPANY SCHEME PETITION NO. 505 OF 2010

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 541 OF 2010

RELIANCE PRIMA LIMITEDPetitioner Company

AND
COMPANY SCHEME PETITION NO. 506 OF 2010
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO. 542 OF 2010

RELIANCE FUTURA LIMITEDPetitioner Company

In the matter of the Companies Act, 1956 (1 of 1956);

AND

In the matter of Sections 391 to 394 read with Sections 78,
100 to 103 of the Companies Act, 1956.

AND

In the matter of Composite Scheme of Arrangement

between

Reliance Natural Resources Limited

and

Reliance Power Limited

and

Atos Trading Private Limited

and

Atos Mercantile Private Limited

and

Coastal Andhra Power Infrastructure Limited

and

Reliance Prima Limited

and

Reliance Futura Limited

and

their respective Shareholders and Creditors

Mr. Janak Dwarkadas, Senior Counsel with Ms. Alpana Ghone and Mr. Ankit Lohia i/b M/s. Rajesh Shah & Co., for the Petitioner Company in all Petitions.

Dr. T. Pandian, Dy. Official Liquidator, present in Company Scheme Petition No. 506 of 2010.

Mr. Vishwajeet P. Sawant in Company Scheme Petition Nos. 564 and 565 of 2010 and Mrs. Soma Singh in Company Scheme Petition Nos. 502 to 506 of 2010 i/b S.K. Mohapatra for Regional Director.

CORAM: S. J. Kathawalla, J.

DATE: 15th October, 2010

PC:

1. Heard learned counsel for the parties.
2. The sanction of the Court is sought under Sections 391 to 394 of the Companies Act, 1956, to the Composite Scheme of Arrangement between Reliance Natural Resources Limited and Reliance Power Limited and Atos Trading Private Limited and Atos Mercantile Private Limited and Coastal Andhra Power Infrastructure Limited and Reliance Prima Limited and Reliance Futura Limited and their respective Shareholders and Creditors. The Scheme comprises of the following arrangements:
 - a. The Demerger of Business Undertaking (as defined in the Scheme) of Reliance Natural Resources Limited into Reliance Power Limited more fully described in Section 2 of the Scheme;
 - b. The Reorganisation of share capital of Reliance Natural Resources Limited more fully described in Section 3 of the Scheme;
 - c. The transfer of Exploration Block undertakings (as defined in the Scheme) from Reliance Power Limited to Exploration SPVs (as defined in the Scheme) more fully described in Section 4 of the Scheme; and
 - d. The merger of Reliance Futura Limited into Reliance Power Limited more fully described in Section 5 of the Scheme.
3. Counsel appearing on behalf of the Petitioners has stated that they have complied with all requirements as per directions of this Court and they have filed necessary affidavits of compliance in the Court. Moreover, Petitioner Companies undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made thereunder. The said undertaking is accepted.
4. The Regional Director has filed Affidavit stating therein that save and except as stated in paragraphs 6(a) to (c) of the said Affidavit, the scheme does not appear to be prejudicial to the interest of shareholders and public.
5. The Counsel appearing for the Regional Director has drawn my attention to paragraphs 6(a) to (c) of the affidavit of the Regional Director in which it is stated that:

“(a) On careful examination of various clauses contained in the scheme more particularly Clause No.1.2, which defines the appointed date, clause No.13.1 which deals with cancellation of shares of RNRL and clause No.13.4 which deals with allotment of further shares to RPower, the advocate for the petitioner company was directed to clarify on the following:-

 - i. As the appointed date was not specific, they were requested to suggest specific date so that assets and liabilities which are likely to be transferred from demerged company to resulting company namely RNRL to RPower, can be determined/identified properly.
 - ii. Whether the existing entire paid up capital of the company is proposed to be cancelled before the allotment of share? If so, how the minimum paid up capital of Rs.5Lacs as required to be maintained by a public company was proposed to be complied with by RNRL?
 - iii. How the requirement of sec.81(IA) of the Companies Act, 1956, has been complied with, with respect to allotment of fresh shares by RNRL to RPower amounting to Rs.5Lacs equity capital represented by 1,00,000 equity shares of Rs.5/- each?

In this regard, M/s, Rajesh Shah & Co., Advocates for the petitioner companies vide

their letter dt.08th October, 2010 which is annexed hereto and marked as Exhibit 'E', have clarified on the above issues raised by the deponent. It has been clarified that the appointed date may be read as 15th October, 2010. In respect of Clause No.13.1 and 13.4 of the scheme, the company has clarified that Clause No.13.4 of the scheme may be read as follows:-

“Upon the scheme becoming effective, RNRL shall without RPower being required to carry out any act or deed allot to RPower and its nominees, 1,00,000 equity shares of Rs.5/- each at par of RNRL by utilization of above deposit so that on such allotment RNRL will become a wholly owned subsidiary of RPower. Such shares shall be deemed to be issued for cash and shall be recorded as such by RNRL. It is clarified that no resolutions under section 81(1A) of the Act shall be required for such allotment and approval to the scheme by the shareholders shall be deemed to be approval for such allotment under section 81(1A) of the Act”.

From the above, it is clear that the approval of the scheme by the shareholders would be deemed to be an approval u/s 81(1A) in so far as the allotment of further shares by RNRL to Rpower.

Further, in this regard, the deponent respectfully submits that Clause No.13.4 may be given effect to at the first instance and simultaneously, thereafter Clause No.13.1 can be given effect to in the books of accounts of RNRL. RNRL may be directed to give an undertaking to this effect.

- (b) A Writ Petition has been filed by one Mr. A. Kesavan in Madurai Bench of High Court of Madras on the issue of share exchange ratio between RNRL and RPower in respect of present scheme of arrangement and it has been heard by the said Hon'ble High Court on 07th October, 2010 and the order on the same has been reserved by the said Honorable court.
 - (c) This deponent is in receipt of complaint from one Mr. Bibishishan Pandey of Bihar specifically on the issue of swap ratio proposed in the present scheme of arrangement. Similar complaints have been received from various other stake holders. The issue pertaining to swap ratio is a technical assessment of a qualified valuer with which the deponent is not in a position to interfere with. In this case scheme has been approved by overwhelming majority of shareholders of RNRL and RPower and hence this Hon'ble High Court may consider the same on merits.”
- 6. In response to the concern raised by the Regional Director in his Affidavit, the Counsel for the Petitioners tendered two affidavits of (1) Reliance Natural Resources Limited, Petitioner in Company Scheme Petition No. 564 of 2010 and (2) Reliance Power Limited, Petitioner in Company Scheme Petition No. 565 of 2010
 - 7. So far as paragraph 6(a) of the Affidavit of Regional Director is concerned, the counsel for Petitioners submits that the Petitioners have dealt with all the concerns raised by the Regional Director in their respective reply Affidavits. The Counsel further seeks leave of this Court to modify Clauses 1.2 and 13.4 of the Scheme in terms of the Schedule handed in which is taken on record and is marked 'X' for identification. Leave to amend is granted. Amendment to be carried out within two weeks from today.
 - 8. The Counsel for the Petitioners in Company Scheme Petitions Nos. 564 of 2010 and 565 of 2010 further submits that the Petitioners in their respective affidavits have undertaken to give effects to the Clause 13.4 at the first instance and simultaneously, thereafter to give effect to the Clause 13.1 of the scheme in its books of accounts. The said undertaking is accepted.
 - 9. In response to the concern raised by the Regional Director in paragraph 6(b) of his affidavit, the counsel for the Petitioners states that the gravamen of the writ petition filed by one Mr. A.

Kesavan with the Madurai bench of Madras High Court is to direct the Ministry of Corporate Affairs and Securities and Exchange Board of India to conduct an enquiry into the share exchange ratio forming part of the proposed Composite Scheme of Arrangement u/s 391 to 394 of the Companies Act, 1956. The said matter has been heard and the order on the same has been reserved. Sections 391 to 394 of the Companies Act are a complete code by themselves, wherein the Company Court having jurisdiction over the Registered Office of the Company considers any proposal for arrangement and reconstruction between companies and their shareholders / creditors. In the instant case, this Court is the jurisdictional High Court concerned with the proposed Scheme. The Madras High Court would have no jurisdiction to the Scheme or any matter concerning the Scheme including the Share Exchange Ratio. Further, the said Mr. A. Kesavan is neither a shareholder nor a creditor of the Company and has no locus standi in respect of the proposed Scheme.

It is further pertinent to note that the following interim relief was prayed in the writ petition:

“In the circumstances, it is humbly prayed that this Honorable Court may be pleased to direct the 1st Respondent and 2nd Respondent to take action against the 3rd, 4th and 5th Respondents not to pursue with the merger of RNRL and RPower as decided in the Joint Board of Directors meeting convened by the 3rd Respondent on 4-7-2010 pending disposal of this writ petition and thus render justice”

Although, the above interim relief was prayed for in the writ petition, no application was ever moved before the High Court of Madras to direct the Ministry of Corporate Affairs and Securities and Exchange Board of India to restrain the Respondent Nos. 4 and 5 in Writ Petition (i.e. Petitioners in present Company Scheme Petition Nos 564 of 2010 and 565 of 2010 filed before this Court) from pursuing the Scheme as decided by the Board of Directors of Petitioners in Company Scheme Petition Nos 564 of 2010 and 565 of 2010 filed before this Court. Consequently, no interim order preventing the Board of Directors or the Company or the shareholders of the Companies from pursuing the Scheme or holding of shareholders' meeting is operating today. In fact, the said Writ Petition filed before the Madras High Court and the prayer for interim relief have been rendered infructuous, since the Petitioners in Company Scheme Petition Nos. 564 of 2010 and 565 of 2010 filed before this Court have not only pursued the Scheme but also the meetings of shareholders of the respective companies have been held and the Scheme has been duly approved with requisite majority. Further, there is no prayer in the Writ Petition calling for any interference in the Share Exchange Ratio. In the circumstances, the pendency of the said Writ Petition before the Madras High Court ought not to stand in the way of sanction of the Scheme by this Court.

10. In response to the concern raised by the Regional Director in paragraph 6(c) of his affidavit, the Petitioners state that the Share Exchange Ratio is based on valuation done by renowned valuers viz. M/s. KPMG India Private Limited, applying the generally accepted valuation methodologies. None of the Complainants have filed any objection to the Scheme in this Court nor has any complainant shown any flaws or mistakes in the methodologies used for the valuation. Further, the shareholders of Reliance Natural Resources Limited and Reliance Power Limited in their collective wisdom have approved the Scheme with overwhelming majority. In respect of their submissions, the counsel for the Petitioners relies upon the decision of the Apex Court in the decision of Mafatlal Industries Ltd [(1996) 87 Com Case 792] wherein it has been observed that:

“We may also refer to a decision of the Gujarat High Court in Kamala Sugar Mills Limited 55 Company Cases p. 308 dealing with an identical objection about the exchange ratio adopted in the Scheme of Compromise and Arrangement. The Court observed as under:

Once the exchange ratio of the shares of the transferee- company to be allotted to the shareholders of the transferor-company has been worked out by recognized firm of chartered accountants who are experts in the field of valuation and if no mistake can be pointed out in the said valuation, it is not for the court to substitute its exchange ratio, especially when the

same has been accepted without demur by the overwhelming majority of the shareholders of the two companies or to say that the shareholders in their collective wisdom should not have accepted the said exchange ratio on the ground that it will be detrimental to their interest”.

These observations in our view represent the correct legal position on this aspect.”

It is well settled that once the Share Exchange Ratio has been worked out by experts in the field of valuation, the same ought not to be questioned especially when the same has been accepted without demur by the overwhelming majority of the shareholders of the companies. As submitted by the Petitioners, the Share Exchange Ratio is fair and not in any case prejudicial to the interest of the shareholders. It is submitted by the Petitioners that this Court ought not to take into account the objections and ought to approve the present scheme. The submissions made by the Petitioners are accepted.

11. The Official Liquidator has filed his report in Company Scheme Petition No. 506 of 2010 stating therein that the affairs of Reliance Futura Limited have been conducted in a proper manner and that Reliance Futura Limited may be ordered to be dissolved.
12. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme.
13. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition Nos. 564 of 2010 and 506 of 2010 are made absolute in terms of prayer clauses (a) to (d) and Company Scheme Petition Nos. 565 of 2010 and 502 of 2010 to 505 of 2010 are made absolute in terms of prayer clauses (a) to (c).
14. The Petitioner Companies to lodge a copy of this order and the Scheme, duly authenticated by the Company Registrar, High Court, Bombay, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the Order.
15. The Petitioners in all the Company Scheme Petitions to pay costs of Rs.10,000/- each to the Regional Director, Western Region, Mumbai, and the Petitioner in the Company Scheme Petition No. 506 of 2010 to pay costs of Rs.10,000/- to the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from today.
16. Filing and issuance of the drawn up order is dispensed with.
17. All concerned authorities to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court, Bombay.

(S. J. Kathawalla, J.)

Composite Scheme of Arrangement
between
Reliance Natural Resources Limited
and
Reliance Power Limited
and
Atos Trading Private Limited
and
Atos Mercantile Private Limited
and
Coastal Andhra Power Infrastructure Limited
and
Reliance Prima Limited
and
Reliance Futura Limited
and
their respective Shareholders and Creditors

Under Sections 391 to 394 read with sections 78, 100 to 103 of the Companies Act, 1956

PREAMBLE

A. Description of the Companies

- (a) Reliance Natural Resources Limited ('RNRL') is a public listed company, engaged in sourcing, supply and transportation of gas, coal and liquid fuels. It is also involved in the exploration and production activities of the blocks offered under New Exploration and Licensing Policy (NELP) and Coal Bed Methane (Exploration) round.
- (b) Reliance Power Limited ('RPower') is also a public listed company engaged in the development, construction and operation of power generation projects with a combined planned capacity of 33,480 MW, the largest portfolio of private power generation assets under development in India.
- (c) Atos Trading Private Limited, Atos Mercantile Private Limited, Coastal Andhra Power Infrastructure Limited and Reliance Prima Limited are wholly owned subsidiaries of Reliance Futura Limited.
- (d) Reliance Futura Limited is a public company which is a wholly owned subsidiary of Rpower.

B. Rationale and Purpose of the Scheme

All the Companies are part of the Reliance Anil Dhirubhai Ambani Group ('the Group').

In June 2010, RNRL has signed a revised Gas Supply Master Agreement ('GSMA') with Reliance Industries Limited as directed by the Supreme Court of India. In order to make better utilisation of

GSMA, RPower now intends to consolidate the business of RNRL into itself.

The consolidation of the fuel handling business of RNRL with RPower would inter alia have the following benefits:

- i) Cost savings in terms of economies of scale, sourcing benefits, vendor rationalization, more focused operational efforts, rationalisation, standardisation and simplification of business processes and productivity improvements;
 - ii) The synergies that exist between the two entities can be put to the best advantage of all stakeholders;
 - iii) Greater size, scale, integration and greater financial strength and flexibility for the restructured entity;
 - iv) Strengthening leadership in the industry, in terms of the asset base, revenues, product range, production volumes and market share;
 - v) The consolidated entity will benefit from improved organizational capability and leadership, arising from the combination of people from RNRL and RPower who have the diverse skills, talent and vast experience to compete successfully in increasingly competitive industries;
 - vi) Gas supply under RNRL's Gas Supply Master Agreements with Reliance Industries Limited will facilitate accelerated implementation of RPower's plans for setting up over 8,000 MW of gas based power generation capacity;
 - vii) Enable faster utilization for gas and oil produced by exploitation of, prospects for gas from RNRL's Coal Bed Methane (CBM) blocks, comprising of interests in 4 CBM blocks with an acreage of 3,251 sq. kms and estimated resources of about 193 billion cubic meters; and share in an oil and gas block in Mizoram, with an acreage of 3,619 sq. kms. and reserve potential of up to 28 billion cubic meters;
 - viii) Enhanced reliability and cost efficiency for fuel supplies through RNRL's coal supply logistics and shipping business;
 - ix) Significant further enhancement of RPower's overall growth prospects including RPower's diversified generation portfolio and its substantial coal reserves in India and abroad;
- For achieving better focus and management efficiency, it is essential that the core and non core activities are housed under separate entities. To achieve this end, the non core business assets would be retained with RNRL which would become a wholly owned subsidiary of Rpower.
 - Further, the Exploration Blocks situated at Barmer in Rajasthan, Kothagudem in Andhra Pradesh, Sohagpur in Madhya Pradesh and in Mizoram acquired by RPower consequent to the demerger of the Business undertaking would be transferred to four separate Special Purpose Vehicles (SPVs) which would be held through RFL , a wholly Owned Subsidiary of RPower so as to achieve the following benefits:
 - a. Management focus
 - b. Enhanced financial strength and flexibility
 - c. Core competence separation
 - d. Simplified and transparent business structure

- e. Attribution of appropriate risk and valuation to different businesses based on their respective risk return profile and cash flows
- f. Greater visibility on the performance of individual businesses
- g. Global competitiveness
- h. Productivity gains
- i. Rationalisation of business processes
- j. Optimisation of fiscal incentives
- k. Reduction of volatility in the earnings stream
- As a part of the restructuring, RFL is proposed to be merged with RPower, to achieve the following benefits:
 - (i) Reducing administrative cost;
 - (ii) Removing multiple layer inefficiencies; and
 - (iii) Achieving operational and management efficiency.

In view of the aforesaid, the Board of Directors of all the Companies have considered and proposed the Composite Scheme of Arrangement comprising of various distinct but integrally connected arrangements under the provisions of Section 391 to Section 394 read with sections 78, 100 to 103 of the Companies Act, 1956.

(C) Sections of the Scheme

The Scheme comprises of the following arrangements:

- (a) The Demerger of Business Undertaking of RNRL into RPower more fully described in Section 2 hereof;
- (b) The Reorganisation of share capital of RNRL more fully described in Section 3 hereof;
- (c) The transfer of Exploration Block undertakings from RPower to Exploration SPVs more fully described in Section 4 hereof;
- (d) The merger of RFL into RPower more fully described in Section 5 hereof ; and
- (e) Section 1 of the Scheme deals with the Definitions, Date of taking effect and Share Capital and Section 6 of the Scheme deals with Other Terms and Conditions which unless the context requires otherwise are applicable to all the arrangements envisaged by the Scheme.

This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

SECTION 1

1. DEFINITIONS

In this Composite Scheme of Arrangement, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- 1.1 **"Act" or "the Act"** means the Companies Act, 1956, or any statutory modification or re-enactment thereof for the time being in force.
- 1.2 **"the Appointed Date"** means 15th day of October, 2010.
- 1.3 **"Board of Directors"** means and includes a Committee of Directors
- 1.4 **"the Business Undertaking"** shall mean the entire business and undertaking of RNRL relating to exploration, fuel handling, shipping and related activities as a going concern and shall include (without limitation) the following:
- (a) All the assets and properties of RNRL as on the Appointed Date (hereinafter referred to as "the said assets") excluding only the assets and properties specified to be excluded under sub-clause (d) below;
 - (b) All the debts, liabilities, duties and obligations including contingent liabilities of RNRL including and in particular the obligation vis-à-vis the holders of FCCBs as on the Appointed Date (hereinafter referred to as "the said liabilities") excluding only the liabilities specified to be excluded under sub-clause (d) below;
 - (c) Exploration Block Undertakings as defined hereinabove.
 - (d) Without prejudice to the generality of sub-clause (a), (b) and (c) above, the Business Undertaking shall include the movable and immovable properties including land and building (Other than building at 19, Walchand Hirachand Marg, Ballard Estate, Mumbai – 400001 including rights in land appurtenant thereto, furniture, fixtures and fittings and equipment therein), plant and machinery, equipment, furniture, fixtures, vehicles, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand, amounts lying in the banks to the credit of RNRL, investments (including investments in Reliance Natural Resources (Singapore) Pte Limited, PT Sumukha Coal Services, and Reliance Fuel Resources Limited), claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, licenses including licenses with respect to coal bed methane blocks and oil and gas blocks, contracts, agreements including Gas Supply Master Agreement (GSMA), engagements, arrangements, rights, credits, titles, interests, benefits, advantages, leasehold rights, sub-letting tenancy rights, with or without the consent of the landlord as may be required by law, goodwill, other intangibles, permits, authorisations, trade marks, trade names, brands, patents, patent rights, copyrights, designs, and other industrial and intellectual properties and rights of any nature whatsoever including designs, know-how, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and

avail of telephones, telex, facsimile and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, privileges, liberties, easements, advantages, benefits, exemptions permissions, and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, taxes deducted at source etc, unutilised deposits or credits, benefits under the VAT/ Sales Tax law, VAT/ sales tax set off, unutilised deposits or credits, benefits of any unutilised MODVAT/CENVAT/Service tax credits, etc.) and wheresoever situate, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by RNRL and whether specifically included or not as on the Appointed Date.

Explanation A: Whether any particular asset, liability or reserve should be included as asset, liability or reserve of the Business undertaking or otherwise shall be decided mutually by the Board of Directors or any committee thereof of RNRL and Rpower;

Explanation B: For the purpose of this Scheme, it is clarified that liabilities pertaining to the Business Undertaking of RNRL include:

- (a) The liabilities, which arise out of the activities or operations of Business Undertaking of RNRL.
- (b) Specific loans and borrowings raised, incurred and utilized solely for the activities or operation of the Business Undertaking of RNRL.
- (c) Liabilities other than those referred to in Sub-Clauses (a) and (b) above and not directly relatable to the Remaining Undertaking of RNRL, being the amounts of general or multipurpose borrowings of RNRL shall be allocated to the Business Undertaking of RNRL in the same proportion which the value of the assets transferred under this Clause bears to the total value of the assets of RNRL immediately before giving effect to this Scheme. The parties shall mutually agree upon the identification of the liabilities to be transferred to RPower as liabilities pertaining to the Business Undertaking.

Any question that may arise as to whether a specified asset or liability pertains or does not pertain to the Business Undertaking of RNRL or whether it arises out of the activities or operations of Business Undertaking of RNRL shall be decided by mutual agreement between the Board of Directors or any Committee of Directors thereof of RNRL and Rpower.

- 1.5 **“CENVAT”** means Central Value Added Tax.
- 1.6 **“Court”** or **“High Court”** means High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable.
- 1.7 **“the Effective Date”** or **“coming into effect of this Scheme”** or **“upon the Scheme becoming effective”** means the last of the dates on which the certified copies of the orders sanctioning this Scheme passed by the High Court of Judicature at Bombay or such other competent authority, as may be applicable, are filed with the Registrar of Companies, Maharashtra, Mumbai.
- 1.8 **“Exploration Block Undertaking 1”** shall mean the entire business and undertaking of RNRL relating to coal bed methane blocks at Barmer, Rajasthan more fully described in Schedule I hereunder written as a going concern.
- 1.9 **“Exploration Block Undertaking 2”** shall mean the entire business and undertaking of RNRL relating to coal bed methane blocks at Kothagudem, Andhra Pradesh more fully described in Schedule II hereunder written as a going concern.
- 1.10 **“Exploration Block Undertaking 3”** shall mean the entire business and undertaking of RNRL relating to coal bed methane blocks at Sohagpur, Madhya Pradesh more fully described in Schedule III hereunder written as a going concern.
- 1.11 **“Exploration Block Undertaking 4”** shall mean the entire business and undertaking of RNRL relating to Oil and Gas blocks at Mizoram more fully described in Schedule IV hereunder written as a going concern.
- 1.12 **“Exploration Block Undertakings”** means Exploration Block Undertaking 1, Exploration Block Undertaking 2, Exploration Block Undertaking 3 and Exploration Block Undertaking 4 collectively. **“Exploration SPV 1”** means Atos Trading Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at E/704, Mahavir Darshan, Charkop Sector No 2, Near Ekvira Police Station, Kandivali (West), Mumbai 400 067.
- 1.13 **“Exploration SPV 2”** means Atos Mercantile Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at E/704, Mahavir Darshan, Charkop Sector No 2, Near Ekvira Police Station, Kandivali (West), Mumbai 400 067.
- 1.14 **“Exploration SPV 3”** means Coastal Andhra Power Infrastructure Limited, a company incorporated under the Companies Act, 1956 having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710.
- 1.15 **“Exploration SPV 4”** means Reliance Prima Limited, a company incorporated under the Companies Act, 1956 having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710.
- 1.16 **“Exploration SPVs”** means Exploration SPV 1, Exploration SPV 2, Exploration SPV 3 and Exploration SPV 4 collectively.
- 1.17 **“FCCBs”** mean Foreign Currency Convertible Bonds issued by RNRL in terms of its Letter of Offer dated October 12, 2006.

1.18 **"FCCB Maturity Date"** means the date within which FCCB holder can seek redemption of FCCBs or conversion of FCCBs into equity shares, as the case may be, which is presently October 17, 2011, or a later date, subject to necessary approvals from FCCB holders and statutory authorities.

1.19 **"General Reserve"** means uncommitted / free reserves of the Company not being Capital reserves which are available for all purposes as may from time to time be determined by the Board of Directors of the Company including but not limited to the declaration of dividend or meeting any additional depreciation or meeting any expense or loss which in the opinion of the Board of Directors is related to factors such as variation in exchange rates which are beyond the control of the Company.

Explanation: (1) Additional Depreciation means depreciation provided, charged or suffered by the parties hereto on the respective assets transferred under the Scheme in excess of that which would be chargeable on the original book value of these assets as appearing in the books of RNRL before giving effect to this Scheme (2) Any use of the General Reserve shall be reflected in the Profit & Loss Account of the Company against the item for which the General Reserve is used.

1.20 **"GDRs"** means Global Depositary Receipts issued by a bank or a depository outside India representing underlying equity shares of an Indian company, pursuant to the Issue of Foreign Currency Convertible Bonds (FCCB) and Ordinary Shares (Through Depositary Receipt Mechanism) Scheme, 1993 and other applicable laws;

1.21 **"MODVAT"** means Modified Value Added Tax.

1.22 **"Original Share Capital of RNRL"** means Issued, Subscribed and Paid up Equity share capital of RNRL aggregating Rs 81,656.52 lakhs consisting 163, 31,30,422 Equity Shares of Rs.5 each and any further shares, issued and allotted on account of conversion of existing FCCBs and / or GDRs

1.23 **"Parties"** means RNRL, RPower, Exploration SPV 1, Exploration SPV 2, Exploration SPV 3, Exploration SPV 4 and RFL collectively.

1.24 **"Record Date"** means such date to be fixed by the Board of Directors of RPower or any committee/person duly authorized by the Board of Directors of RPower in this regard, after the sanction of this Scheme by the High Court of Judicature at Bombay or such other competent authority as is empowered to sanction the Scheme, to determine the Members of RNRL to whom equity shares of RPower will be allotted in accordance with Section 2 of the Scheme.

1.25 **"Remaining Undertaking of RNRL"** means the Building at 19, Walchand Hirachand Marg, Ballard Estate, Mumbai 400 001 and rights in land appurtenant thereto, furniture, fixtures and fittings, and equipments therein and all assets and properties, integral or related thereto, and all liabilities directly or indirectly related thereto.

1.26 **"RFL"** means Reliance Futura Limited, a company incorporated under the Companies Act, 1956 having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710.

1.27 **“RNRL”** means Reliance Natural Resources Limited, a company incorporated under the Companies Act, 1956 having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710.

1.28 **“RPower”** means Reliance Power Limited, a company incorporated under the Companies Act, 1956 having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710.

1.29 **“Scheme”** or **"the Scheme"** or **“this Scheme”** means this Composite Scheme of Arrangement in its present form as submitted to the Hon'ble High Court of Judicature at Bombay or this scheme with such modification(s), if any, as may be assented to by the Boards of Directors of the Parties or with any modification(s) or limitation(s) as approved or directed or imposed by the High Court or such other competent authority, as may be applicable.

1.30 **“VAT”** means Value Added Tax.

1.31 Expressions not defined in this Scheme

The expressions which are used in this Scheme and not defined in this Scheme, shall, unless repugnant or contrary to the context or meaning hereof, and as the context may require, have the same meaning ascribed to them under the Act or the Securities Contracts (Regulation) Act, 1956 or the Depositories Act, 1996 or other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time. In particular, wherever reference is made to High Court in the Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority as may be vested with the powers of the High Court under the Act.

2. DATE OF TAKING EFFECT

Except to the extend specifically provided otherwise, the Scheme shall take effect and shall operate from the Appointed Date.

3. SHARE CAPITAL

3.1 As on March 31, 2010, the authorised, issued and subscribed share capital of RNRL is as under:

Authorised Capital	(Rupees in Lakhs)
300,00,00,000 Equity Shares of Rs.5 each fully paid up	150,000.00
100,00,00,000 Unclassified Shares of Rs.5 each fully paid up	50,000.00
TOTAL	200,000.00
Issued and Subscribed & Paid-up Capital	
163,31,30,422 Equity Shares of Rs.5 each fully paid	81,656.52
TOTAL	81,656.52

Subsequent to the above date, there has been no change in authorised, issued, subscribed and paid up share capital of RNRL.

- * includes 50,98,500 equity shares represented by GDRs. These GDRs are listed on Luxembourg Stock Exchange.

3.2 As on March 31, 2010, the authorised, issued and subscribed share capital of RPower is as under:

Authorised Capital	(Rupees in Lakhs)
5,000,000,000 Preference Shares of Rs. 10 each	5,00,000.00
11,000,000,000 Equity Shares of Rs. 10 each	11,00,000.00
TOTAL	16,00,000.00
 Issued and Subscribed	
2,396,800,000 Equity Shares of Rs. 10 each fully paid-up	2,39,680.00
TOTAL	2,39,680.00

Subsequent to the above date, there has been no change in authorised, issued, subscribed and paid up share capital of RPower.

3.3 As on March 31, 2010, the authorised, issued and subscribed share capital of the Exploration SPV 1 is as under:

Authorised Capital	(Rupees in Lakhs)
10,000 Equity Shares of Rs. 10 each	1
TOTAL	1
 Issued and Subscribed	
10,000 Equity Shares of Rs. 10 each	1
TOTAL	1

Subsequent to the above date, there has been no change in authorised, issued, subscribed and paid up share capital of Exploration SPV 1.

3.4 As on March 31, 2010, the authorised, issued and subscribed share capital of the Exploration SPV 2 is as under:

Authorised Capital	(Rupees in Lakhs)
10,000 Equity Shares of Rs. 10 each	1
TOTAL	1
 Issued and Subscribed	
10,000 Equity Shares of Rs. 10 each	1
TOTAL	1

Subsequent to the above date, there has been no change in authorised, issued, subscribed and paid up share capital of Exploration SPV 2.

- 3.5 As on March 31, 2010, the authorised, issued and subscribed share capital of the Exploration SPV 3 is as under:

Authorised Capital	(Rupees in Lakhs)
50,000 Equity Shares of Rs. 10 each	5
TOTAL	5
Issued and Subscribed	
50,000 Equity Shares of Rs. 10 each	5
TOTAL	5

6Subsequent to the above date, there has been no change in authorised, issued, subscribed and paid up share capital of Exploration SPV 3.

- 3.6 As on March 31, 2010, the authorised, issued and subscribed share capital of the Exploration SPV 4 is as under:

Authorised Capital	(Rupees in Lakhs)
50,000 Equity Shares of Rs. 10 each	5
TOTAL	5
Issued and Subscribed	
50,000 Equity Shares of Rs. 10 each	5
TOTAL	5

Subsequent to the above date, there has been no change in authorised, issued, subscribed and paid up share capital of Exploration SPV 4.

- 3.7 As on March 31, 2010, the authorised, issued and subscribed share capital of RFL is as under:

Authorised Capital	(Rupees in Lakhs)
50,000 Equity Shares of Rs. 10 each	5
TOTAL	5
Issued and Subscribed	
50,000 Equity Shares of Rs. 10 each	5
TOTAL	5

Subsequent to the above date, there has been no change in authorised, issued, subscribed and paid up share capital of RFL.

SECTION 2

DEMERGER OF BUSINESS UNDERTAKING OF RNRL INTO RPOWER

4. TRANSFER AND VESTING

- 4.1 The Business Undertaking of RNRL shall stand transferred to and vested in or deemed to be transferred to and vested in RPower, as a going concern, in accordance with Section 2(19AA) of the Income Tax Act, 1961 and in the following manner:
- 4.1.1 With effect from the Appointed Date, the whole of the undertaking and properties of the Business Undertaking, shall pursuant to the provisions contained in Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act, deed, matter or thing, stand transferred to and vested in and / or be deemed to be transferred to and vested in RPower so as to vest in RPower all rights, title and interest pertaining to the Business Undertaking.
- 4.1.2 In respect of all the movable assets of RNRL, in relation to the Business Undertaking and the assets which are otherwise capable of transfer by physical delivery or novation or endorsement and delivery, including cash on hand, shall be so transferred to RPower and deemed to have been physically handed over by physical delivery or novation or by endorsement and delivery, as the case may be, to RPower to the end and intent that the property and benefit therein passes to RPower with effect from the Appointed Date.
- 4.1.3 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of RNRL pertaining to the Business Undertaking shall also, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to or be deemed to be transferred to RPower, so as to become from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of RPower and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.
- 4.1.4 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory and other licenses, permissions, registrations or approvals or consents held by RNRL required to carry on operations of the Business Undertaking shall stand vested in or transferred to RPower without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of RPower and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, certificates, authorities (including for the operation of Bank accounts), power of attorneys given by, issued to or executed in favour of RNRL and the rights and benefits under the same shall, in so far as it relates to the Business Undertaking and consents shall vest in and become available to RPower as if they were originally obtained by RPower. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any

Government body, local authority or by any other person, or availed of by RNRL relating to the Business Undertaking, are concerned, the same shall vest with and be available to RPower on the same terms and conditions as applicable to RNRL, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to RPower.

4.1.5 The transfer and vesting of the Business Undertaking as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof relating to the Business Undertaking to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Business Undertaking.

4.1.6 It is clarified that if any assets, (estate, claims, rights, title, interest in, or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever in relation to any of the Business Undertaking which RNRL owns or to which RNRL is a party and which cannot be transferred to RPower for any reason whatsoever, RNRL shall hold such assets or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of RPower to which the Business Undertaking is being transferred in terms of this scheme, in so far as it is permissible so to do, till such time as the transfer is effected.

4.2 Section 2 of the Scheme has been drawn up to comply with the conditions relating to “Demerger” as specified under Section 2(19AA) of the Income-tax Act, 1961. If any terms or provisions of the Scheme is/are inconsistent with the provisions of Section 2(19AA) of the Income-tax Act, 1961, the provisions of Section 2 (19AA) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(19AA) of the Income-Tax Act, 1961; such modification to not affect other parts of the Scheme.

4.3 The FCCBs of RNRL shall be treated as FCCBs issued by RPower with the same rights and obligations. Upon the Scheme becoming effective, RPower shall take over all contractual obligations of FCCBs, issued by RNRL, in terms of RNRL's Letter of Offer dated October 12, 2006, as if these FCCBs were issued by RPower subject to the modification that in the event of FCCB holders exercising their option to convert the FCCBs, prior to FCCB Maturity Date, they shall be entitled to the shares of RPower in accordance with the Share Exchange Ratio (as defined in Clause 5.1). The holders of FCCBs of RNRL who wish to directly receive shares of RPower in accordance with the Share Exchange Ratio may surrender the FCCB certificates of RNRL held by them in exchange for shares of RPower. .

5 CONSIDERATION

5.1 In consideration of the transfer and vesting of the Business Undertaking of RNRL in RPower, RPower shall on or after the Record Date without any further application or deed, issue and allot to all shareholders of RNRL, whose names appears in the Register of Members of RNRL as on the Record Date or to his/her heirs, executors, administrators or the successors-in-title, as the case may be, fully paid-up equity shares in the following ratio:

- 1 (One) Equity Share of Rs. 10 each fully paid up of RPower for every 4 (Four) Equity Shares of Rs. 5 each fully paid up, held by the shareholders in RNRL. ("Share Exchange Ratio")
- 5.2 No coupons shall be issued in respect of fractional entitlements, if any, by RPower, to the members or FCCB holders (in accordance with Clause 4.3) of RNRL at the time of issue and allotment of Equity Shares under Clause 5.1 or clause 4.3 as the case may be. The Board of Directors of RPower shall consolidate all fractional entitlements, if any, and allot Equity Shares in lieu thereof to a Director or such other authorized representative(s) as the Board of Directors of RPower shall appoint in this behalf, who shall hold the Equity Shares issued in RPower, in trust on behalf of the members and / or FCCB holders entitled to fractional entitlements with the express understanding that such director(s) or other authorized representative(s) shall sell the same in the market at such time or times and at such price or prices and to such person or persons, as it/he/they may deem fit, and pay to RPower, the net sale proceeds thereof, whereupon RPower shall distribute such net sale proceeds, to the members and / or FCCB holders in proportion to their respective fractional entitlements. The Board of Directors of RPower, if it deems necessary, in the interests of allottees, approve such other method in this behalf as it may, in its absolute discretion, deem fit.
- 5.3 The Equity Shares to be issued and allotted as above shall be subject to the Memorandum and Articles of Association of RPower and shall rank pari passu with the existing equity shares of RPower in all respects including dividends.
- 5.4 The Equity Shares shall be issued and allotted in dematerialized form to those shareholders who hold shares of RNRL in dematerialized form, in to the account in which RNRL shares are held or such other account as is intimated by the shareholders or FCCB holders to RNRL and / or its Registrar. All those shareholders or FCCB holders who hold shares of RNRL in physical form shall also have the option to receive the Equity Shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to RNRL and / or its Registrar. In the event that RPower has received notice from any person that equity shares are to be issued in physical form or if any person has not provided the requisite details relating to his/her /its account with a depository participant or other confirmations as may be required or if the details furnished by any person do not permit electronic credit of the shares of RPower, then RPower shall issue equity shares in physical form to such person or persons.
- 5.5 The Board of Directors of RPower shall, if and to the extent required, apply for and obtain any approvals from concerned Government / Regulatory authorities for the issue and allotment of equity shares pursuant to clause 4.3 and clause 5.1 of the Scheme.
- 5.6 The equity shares to be issued and allotted to the members of RNRL pursuant to clause 4.3 or clause 5.1 of this Scheme will be listed and/or admitted to trading on the Bombay Stock Exchange Limited and the National Stock Exchange of India Limited, where the shares of

RPower are listed and/or admitted to trading. RPower shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchanges.

- 5.7 In the event of there being any pending share transfer, whether lodged or outstanding, of any shareholder of RNRL, the Board of Directors or any committee thereof of RNRL shall be empowered to effectuate such transfer as if such changes in the registered holder were operative from the Record Date, in order to remove any difficulties arising to the transfer of shares.
- 5.8 In the event of there being any pending share transfers with respect to the application lodged for transfer by any shareholder of RNRL, the Board of Directors or any committee thereof of RNRL if in existence, or failing which the Board of Directors or any committee thereof of RPower shall be empowered in appropriate case, even subsequent to the Record Date to effectuate such a transfer in RNRL as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or the transferee of the share(s) in RNRL and in relation to the new shares after the Scheme becomes effective.
- 5.9 The equity shares to be issued and allotted by RPower to the members of RNRL pursuant to clause 5.1 of this Scheme, in respect of any shares in RNRL which are held in abeyance under the provisions of Section 206A of the Act or otherwise, pending allotment or settlement of dispute, by order of court or otherwise, be held in abeyance by RPower.
- 5.10 Approval of this Scheme by the shareholders of RPower shall be deemed to be the due compliance of the provisions of Section 81(1A) and the other relevant and applicable provisions of the Act for the issue and allotment of equity shares by RPower, as provided in this Scheme.
- 5.11 The approval of this Scheme by the shareholders of both the companies under Sections 391 and 394 of the Act shall be deemed to have the approval under sections 16, 31 and other applicable provisions of the Act and any other consents and approvals required in this regard.
- 5.12 Pursuant to the provisions of Clause 5.1 above, RPower shall issue to the Depository representing the holders of GDRs of RNRL, shares of RPower in accordance with the Share Exchange Ratio. Subject to Clause 5.13 below, the Depository of RNRL shall hold such shares of RPower on behalf of the holders of GDRs of RNRL in the ratio of one equity share of Rs. 10/- each of RPower for every 2(Two) GDRs of RNRL;
- 5.13 RPower may, in consultation with the Depository for the GDR holders of RNRL and by entering into appropriate agreements with the said Depository or any other Depository (appointed by RPower) for the issuance of GDRs, (whether listed or otherwise), instruct such Depository to issue GDRs of RPower, to the holders of GDRs of RNRL.

5.14 The holders of GDRs of RNRL who wish to directly receive shares of RPower may surrender the GDRs of RNRL held by them before the Record Date in exchange for shares of RNRL. Such GDR holders holding shares of RNRL on the Record Date shall then be entitled to receive shares of RPower in accordance with the Share Exchange Ratio.

5.15 If, on account of the Share Exchange Ratio, fractional GDRs of RPower have to be issued, then, in accordance with the terms and conditions of the Deposit Agreement, in lieu of delivering receipts for fractional GDRs, the Depository may, in its discretion, sell the shares represented by the aggregate of such fractions, at public or private sale, at such place or places and at such price or prices as it may deem proper, and distribute the net proceeds of any such sale in accordance with the terms of the Deposit Agreement.

6 ACCOUNTING TREATMENT

6.1 IN THE BOOKS OF RNRL

6.1.1 The book value of all assets and liabilities pertaining to the Business Undertaking which cease to be the assets and liabilities of RNRL shall be reduced by RNRL at their book values. The difference that is the excess of the book value of assets pertaining to the Business Undertaking and demerged from RNRL pursuant to this Scheme over the book value of the liabilities pertaining to the Business Undertaking and demerged from RNRL pursuant to this Scheme shall, be debited to Goodwill Account.

6.2 IN THE BOOKS OF RPOWER

6.2.1 RPower shall record the assets and liabilities pertaining to Business Undertaking, at the respective book values as appearing in the books of RNRL as on the Appointed Date;

6.2.2 RPower shall credit to its share capital account, the aggregate face value of the Equity Shares issued by it pursuant to this Scheme;

6.2.3 The difference being excess of assets over liabilities recorded by RPower, over the amount credited as share capital pursuant to clause 5.1 and after giving effect to Clause 6.2.2 will be deemed to comprise and be recognized as General Reserve. In case of there being a shortfall, the same shall be debited as Goodwill. Such General Reserve shall be a reserve which arises pursuant to this Scheme and shall not be and shall not for any purpose be considered to be a reserve created by RPower.

6.3 For the removal of doubts, it is clarified that to the extent that there are inter-company loans, deposits, obligations, balances or other outstandings as between RNRL and RPower, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of RPower for the reduction of such assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of such inter-company loans, deposits or balances, with effect from the Effective Date.

- 6.4 In case of any differences in accounting policies between RNRL and RPower, the impact of the same till the Appointed Date will be quantified and adjusted in the General Reserve Account of RPower.

7 CONDUCT OF BUSINESS AND PROPERTY

- 7.1 During the period between the date of filing of the Scheme with the High Court and the Effective Date:

7.1.1 RNRL, in relation to the Business Undertaking shall carry on its business and activities with reasonable diligence and business prudence and shall not alter or diversify its respective businesses nor venture into any new businesses, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof and shall not, undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its subsidiaries or group companies or any third party, save and except in each case in the following circumstances:

- i. if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the High Court of Judicature at Bombay; or
- ii. if the same is expressly permitted by this Scheme; or
- iii. if written consent of the Board of Director of RPower has been obtained; or
- iv. pursuant to any pre-existing obligation undertaken prior to the date of filing of the Scheme..

7.1.2 RPower shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government(s) and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which RPower, may require to carry on the Business Undertaking.

7.1.3 RNRL and RPower shall not make any change in their respective capital structure either by any increase, (by issue of equity or shares on a rights basis, bonus shares, convertible securities or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner which may, in any way, affect the Share Exchange Ratio (as defined in Clause 5.1), except by mutual consent of the respective Boards of Directors of RNRL and RPower or except as may be expressly permitted under this Scheme

8 LEGAL PROCEEDINGS

- 8.1 If any suit, appeal or other proceedings relating to contractual rights and obligations by or against RNRL, in relation to the Business Undertaking is pending and/or arising before the effective date, the same shall not abate or be discontinued or be in any way prejudicially

affected by reason of the Scheme or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings shall be continued, prosecuted and enforced by or against RPower, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against RNRL.

- 8.2 Save and except the proceedings referred to in Clause 8.1, all other proceedings shall be continued by or against RNRL. After the effective date, if any proceedings are taken against RNRL in respect of the matters specified in sub clause 8.1 above, it shall defend the same at the cost of RPower, and RPower shall reimburse and indemnify RNRL against all liabilities and obligations incurred by RNRL thereof.
- 8.3 RPower undertakes to have all proceedings referred to in sub clause 8.1 and 8.2 above transferred to its names and to have the same continued, prosecuted and enforced by or against RPower to the exclusion of RNRL.
- 8.4 On and from the Effective Date, RPower shall and may, if required, initiate any legal proceedings in relation to the contractual rights, title, interest, obligations or liabilities of any nature of RNRL in the same manner and to the same extent as would or might have been initiated by RNRL.

9 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 9.1 Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements (including GSMA) and other instruments of whatever nature to which, any of RNRL, in relation to the Business Undertaking is a party subsisting or having effect immediately before the Scheme coming into effect shall be in full force and effect against or in favour of RPower, and may be enforced as if, instead of RNRL, in relation to the Business Undertaking, RPower had been a party thereto.

10 STAFF, WORKMEN & EMPLOYEES

- 10.1 Upon coming into effect of this Scheme, all staff, workmen and employees of RNRL, engaged in or in relation to the Business Undertaking and who are in such employment on the Effective Date shall become staff, workmen and employees of RPower without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with RPower shall not be less favourable than those applicable to them with reference to RNRL, in relation to the Business Undertaking on the Effective Date.
- 10.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund and/or Pension Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of RNRL (collectively referred to as "Funds"), in relation to the Business Undertaking shall become the trusts/ funds of RPower for all purposes whatsoever in relation to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance

with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of RNRL, in relation to the Business Undertaking in relation to such Funds shall become those of RPower. It is clarified that the services of the staff, workmen and employees of RNRL, in relation to the Business Undertaking will be treated as having been continuous for the purpose of the said Funds. In the event that RPower does not have its own fund with respect to any such matters, RPower shall create its own funds to which the contributions pertaining to the employees of RNRL shall be transferred.

11 PERMISSIONS

- 11.1 Any statutory , regulatory or such other licenses, permissions, approvals or consents forming the basis of or required to carry on the operations of RNRL, in relation to the Business Undertaking, shall stand vested in or transferred to RPower without any further act or deed and shall be appropriately mutated by the statutory or regulatory Authorities, Government body or by any other person concerned in favour of RPower upon the vesting and transfer of the Business Undertaking pursuant to this Scheme. In so far as they relate to the Business Undertaking, the benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents, sales tax registrations or other licenses and consents shall vest in and become available to RPower pursuant to this Scheme. In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by RNRL, in relation to the Business Undertaking, are concerned, the same shall vest with and be available to RPower, on the same terms and conditions. In particular and without prejudice to the generality of the foregoing, benefit of all balances relating to CENVAT or Service Tax or VAT being balances pertaining to the Business Undertaking, shall stand transferred to and vested in RPower as if the transaction giving rise to the said balance or credit was a transaction carried out by RPower. The assets and properties pertaining to the Business Undertaking of RNRL, shall not be required to be and shall not be physically transferred from any premises or location relating to the Business Undertaking and consequently or otherwise, there shall be no withdrawal of or obligation to pay or refund any CENVAT, VAT, Service Tax or other tax or duty pursuant to vesting of the Business Undertaking in RPower in accordance with the Scheme.

Explanation: All references in this clause to RPower shall where the context so requires or where RPower so directs include and be deemed to be a reference to any subsidiary of RPower referred to in the arrangement dealt with by Section 4 of this Scheme.

12 SECURITY

- 12.1 It is clarified that unless otherwise determined by the Board of Directors of RPower, in so far as the assets comprising the Business Undertaking of RNRL are concerned, the same shall not be available as security in relation to the existing borrowings or obligations of RPower, if any.

SECTION 3

REORGANISATION OF CAPITAL OF RNRL

13 REORGANISATION OF SHARE CAPITAL OF RNRL

- 13.1 Upon the scheme being effective, the Original Share Capital of RNRL, without any application or deed, shall stand cancelled without any payments / consideration to the holders of such Equity Shares. Consequently an equivalent amount of authorised and issued equity share capital of RNRL will also be cancelled.
- 13.2 Notwithstanding the reduction of authorized, issued, subscribed and paid-up equity share capital of RNRL, RNRL shall not be required to add "And Reduced" as suffix to its name.
- 13.3 Upon the sanction of the Scheme by the High Court but before the effective date, RPower shall place a deposit of Rs.5,00,000/- (Rupees five lakhs only) with RNRL.
- 13.4 Upon the Scheme becoming effective, RNRL shall without RPower being required to carry out any act or deed allot to RPower and its nominees, 1,00,000 equity shares of Rs.5/- each at par of RNRL by utilization of above deposit so that on such allotment RNRL will become a wholly owned subsidiary of RPower. Such shares shall be deemed to be issued for cash and shall be recorded as such by RNRL. It is clarified that no resolution u/s 81(1A) of the Act shall be required for such allotment and approval to the Scheme by the shareholders shall be deemed to be approval for such allotment u/s 81(1A) of the Act.

14 ACCOUNTING

- 14.1 The amount arising on cancellation of the Issued, Subscribed and Paid Up Equity share capital as above shall be credited by RNRL to the Capital Reserve Account.
- 14.2 The Goodwill in the books of RNRL including the Goodwill arising pursuant to Section 2 hereof shall be adjusted by RNRL against such Capital Reserve Account, Securities Premium Account and balance in Profit & Loss Account in that order to the extent such balances are available.
- 14.3 The reduction of the Original Share Capital and the Securities Premium Account of RNRL as mentioned above shall be effected as an integral part of this Scheme without having to follow the process under Section 78 read with Sections 100 to 103 of the Act separately. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the Act will not be applicable and accordingly the Order under Section 102 of the Act shall not be required.

SECTION 4

TRANSFER OF EXPLORATION BLOCK UNDERTAKINGS FROM RPOWER TO EXPLORATION SPVS

15 TRANSFER AND VESTING

15.1 The Exploration Block Undertaking 1, Exploration Block Undertaking 2, Exploration Block Undertaking 3, and Exploration Block Undertaking 4, shall after giving effect to Section 2, stand transferred to and vested in or deemed to be transferred to and vested in Exploration SPV 1, Exploration SPV 2, Exploration SPV 3 and Exploration SPV 4 respectively as a going concern in the following manner:

15.1.1 With effect from the Appointed Date, subject to 15.1.2, the whole of the undertaking and properties of the Exploration Block Undertakings, including the rights and interests (including Participation Interests) in the Production Sharing Contracts shall pursuant to the provisions contained in Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act, deed, matter or thing, stand transferred to and vested in and / or be deemed to be transferred to and vested in respective Exploration SPVs, as if the Exploration SPVs were the original allottees under CBM-III round and New Exploration Licensing Policy VI round subject to the right of RPower to a license to utilize the produce from the Exploration Block Undertakings on such terms and conditions as may be mutually agreed by RPower and the Exploration SPVs Provided that the rights of RPower shall be subject to the rights of the Government / any other statutory authority under the Production Sharing Contracts.

15.1.2 In respect of all the movable assets of RPower, in relation to the Exploration Block Undertakings and the assets which are otherwise capable of transfer by physical delivery or novation or endorsement and delivery, including cash on hand, shall be so transferred to respective Exploration SPVs and deemed to have been physically handed over by physical delivery or novation or by endorsement and delivery, as the case may be, to respective Exploration SPVs to the end and intent that the property and benefit therein passes to respective Exploration SPVs with effect from the Appointed Date.

15.1.3 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of RPower pertaining to Exploration Block Undertakings shall also, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to or be deemed to be transferred to respective Exploration SPVs, so as to become from the Appointed Date the

debts, liabilities, contingent liabilities, duties and obligations of respective Exploration SPVs and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.

15.1.4 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory, regulatory and such other licenses, permissions, registrations or approvals or consents held by RPower required to carry on operations of Exploration Block Undertakings shall stand vested in or transferred to respective Exploration SPVs without any further act or deed, and shall be appropriately mutated by the statutory or regulatory authorities, government body or any other person concerned therewith in favour of respective Exploration SPVs and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents certificates, authorities (including for the operation of Bank accounts), powers of attorney given by, issued to or executed in favour of RPower and the rights and benefits under the same shall, in so far as it relates to the Exploration Block Undertakings shall vest in and become available to respective Exploration SPVs as if they were originally obtained by respective Exploration SPVs. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by RPower relating to the Exploration Block Undertakings, are concerned, the same shall vest with and be available to respective Exploration SPVs on the same terms and conditions as applicable to RPower, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to respective Exploration SPVs.

15.1.5 The transfer and vesting of Exploration Block Undertakings as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof relating to Exploration Block Undertakings to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Exploration Block Undertakings.

16. CONSIDERATION

16.1 The Exploration SPVs are indirect wholly owned subsidiaries of RPower. The Scheme is intended to restructure within the group of companies controlled by RPower, the holding of the Exploration undertakings in a more efficient manner with due regard to project specific risks and consistent with the diverse needs of business and does not involve any movement of assets or liabilities to any company outside the group controlled by RPower. Hence, the Exploration SPVs

shall, in lieu of issuing any shares or paying any consideration to RPower or to its shareholders, record an amount equal to the fair value of the Exploration Undertakings as General Reserve.

17. ACCOUNTING TREATMENT

17.1 IN THE BOOKS OF RPOWER

17.1.1 The book value of all assets and liabilities pertaining to the Exploration Block Undertakings which cease to be the assets and liabilities of RPower shall be reduced by RPower at their book values. The difference that is the excess of the book value of assets pertaining to the Exploration Block Undertakings and demerged from RPower pursuant to this Scheme over the book value of the liabilities pertaining to the Exploration Block Undertakings and demerged from RPower pursuant to this Scheme shall, be adjusted against the General Reserve.

17.2 IN THE BOOKS OF RESPECTIVE EXPLORATION SPVS

17.2.1 Exploration SPVs shall record the assets and liabilities pertaining to respective Exploration Block undertakings, at the respective fair values as on the Appointed Date;

17.2.2 Exploration SPVs will record the excess of assets over liabilities so recorded as General Reserve. Such General Reserve shall be a reserve which arises pursuant to this Scheme and shall not be and shall not for any purpose be considered to be a reserve created by the Exploration SPVs.

18. LEGAL PROCEEDINGS

18.1 Any suit, appeal or other proceedings of whatever nature in relation to the Exploration Block Undertakings shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer by any thing contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against respective Exploration SPVs in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against RPower as if this Section had not been made.

18.2 Upon coming into effect of this Scheme, the resolutions, if any, of RPower, which are valid and subsisting on the Effective Date including the resolutions deemed to be resolutions of RPower pursuant to Section 2, shall continue to be valid and subsisting and be considered as resolutions of Exploration SPVs and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits of Exploration SPVs.

18.3 On and from the Effective Date, the Exploration Block SPVs shall and may, if required, initiate any legal proceedings in relation to the rights, title, interest, obligations or liabilities or of any nature whatsoever, whether under contract or law or otherwise, of RPower in the same manner and to the same extent as would or might have been initiated by RPower.

19. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

19.1 Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature immediately before this Section coming into effect shall be in full force and effect against or in favour of respective Exploration SPVs, and may be enforced as if, instead of RPower, in relation to the Exploration Block Undertakings, respective Exploration SPVs had been a party thereto.

20. STAFF, WORKMEN & EMPLOYEES

20.1 Upon coming into effect of this Scheme, all staff, workmen and employees of RPower, engaged in or in relation to the Exploration Block Undertakings and who are in such employment on the Effective Date (who are deemed so pursuant to Section 2) shall be deemed to have become staff, workmen and employees of respective Exploration SPVs without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with respective Exploration SPVs shall not be less favourable than those applicable to them with reference to RPower, in relation to the Exploration Block Undertakings, pursuant to Section 2 on the Effective Date.

20.2 Notwithstanding anything contained in Section 2, it is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund and/or Pension Fund or any other Special Fund or Trusts created or existing for the benefit of the aforesaid staff, workmen and employees (collectively referred to as "Funds") shall become the trusts/ funds of respective Exploration SPVs for all purposes whatsoever in relation to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of RPower (vested pursuant to Section 2) in relation to such Funds shall become those of respective Exploration SPVs. It is clarified that the services of the aforesaid staff, workmen and employees will be treated as having been continuous for the purpose of the said Funds. In the event that the respective Exploration SPVs do not have their own fund with respect to any such matters, the respective Exploration SPVs shall create its own funds to which the contributions pertaining to the employees of RPower shall be transferred.

21. PERMISSIONS

- 21.1 Any statutory licenses, permissions, approvals or consents forming the basis of or required to carry on the operations of RPower, in relation to the Exploration Block Undertakings (vested pursuant to Section 2) shall stand vested in or transferred to respective Exploration SPVs without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of respective Exploration SPVs upon the vesting and transfer of the Exploration Block Undertakings pursuant to this Scheme. In so far as they relate to the Exploration Block Undertakings, the benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents, sales tax registrations or other licenses and consents shall vest in and become available to respective Exploration SPVs pursuant to this Scheme. In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person are concerned, the same shall vest with and be available to respective Exploration SPVs, on the same terms and conditions. In particular and without prejudice to the generality of the foregoing, benefit of all balances relating to CENVAT or Service Tax or VAT being balances pertaining to the Exploration Block Undertakings, shall stand transferred to and vested in respective Exploration SPVs as if the transaction giving rise to the said balance or credit was a transaction carried out by respective Exploration SPVs. The assets and properties pertaining to the Exploration Block Undertakings shall not be required to be and shall not be physically transferred from any premises or location relating to the Exploration Block Undertakings and consequently or otherwise, there shall be no withdrawal of or obligation to pay or refund any CENVAT, VAT, Service Tax or other tax or duty pursuant to vesting of Exploration Block Undertakings in respective Exploration SPVs in accordance with the Scheme.

SECTION 5

MERGER OF RFL WITH RPOWER

22. TRANSFER AND VESTING

22.1 The entire undertaking of RFL after giving effect to Section 4 of this Scheme shall stand transferred to and vested in or deemed to be transferred to and vested in RPower, as a going concern, in the following manner:

22.1.1 With effect from the Appointed Date, the whole of the undertaking and properties of RFL after giving effect to Section 4 of this Scheme, including investments, shall pursuant to the provisions contained in Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act, deed, matter or thing, stand transferred to and vested in and / or be deemed to be transferred to and vested in RPower so as to vest in RPower all rights, title and interest pertaining thereto.

22.1.2 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of RFL shall also, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to or be deemed to be transferred to RPower, so as to become from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of RPower and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.

22.1.3 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions or approvals or consents held by RFL required to carry on operations of RFL shall stand vested in or transferred to RPower without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of RPower and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, consents, certificates, authorities (including for the operation of Bank accounts), power of attorneys given by, issued to or executed in favour of RFL shall vest in and become available to RPower as if they were originally obtained by RPower. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by RFL, are concerned, the same shall vest with and be available to RPower on the same terms and conditions as applicable to RFL, as if the same had been allotted and/or granted

and/or sanctioned and/or allowed to RPower.

- 22.1.4 The transfer and vesting of the undertaking of RFL as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances, if any, subsisting over or in respect of the property and assets or any part thereof.

23. CONSIDERATION

- 23.1 Since the entire share capital of RFL is held by RPower, no consideration shall be payable / dischargeable for this Section.

24. ACCOUNTING TREATMENT

24.1 IN THE BOOKS OF RPOWER

- 24.1.1 RPower shall record the assets and liabilities pertaining to RFL including its investment in its subsidiaries at the respective fair values as on the Appointed Date;
- 24.1.2 Inter Company balances and investments shall be cancelled
- 24.1.3 The difference being excess of assets over liabilities recorded by RPower after giving effect to Clause 24.1.2 above will be credited to the Capital Reserve. In case of there being a shortfall, the same shall be debited to and carried forward as Goodwill.

25. BUSINESS AND PROPERTY IN TRUST

- 25.1 During the period between the date of filing of the Scheme with the High Court and the Effective Date:
 - 25.1.1 RFL shall carry on its business and activities with reasonable diligence and business prudence and shall not alter or diversify its respective businesses nor venture into any new business, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior written consent of the Board of Directors of RPower or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme.
 - 25.1.2 RPower shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government(s) and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which RPower, may require to carry on the business of RFL.

26. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 26.1 Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which, any of RFL is a party subsisting or having effect immediately before the Scheme coming into effect shall be in full force and effect against or in favour of RPower, and may be enforced as if, instead of RFL, RPower had been a party thereto.

27. STAFF, WORKMEN & EMPLOYEES

- 27.1 Upon the coming into effect of this Scheme, all staff, workmen and employees of RFL engaged in or in service on the Effective Date shall be deemed to have become staff, workmen and employees of RPower without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with RPower shall not be less favourable than those applicable to them with reference to RFL respectively on the Effective Date.
- 27.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund and/ or Pension Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees (collectively referred to as “Funds”) of RFL shall become the trusts/ funds of RPower for all purposes whatsoever in relation to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of RFL in relation to such Funds shall become those of RPower. It is clarified that the services of the staff, workmen and employees of RFL will be treated as having been continuous for the purpose of the said Funds.

28. PERMISSIONS

- 28.1 Any statutory licenses, permissions, approvals or consents to carry on the operations of RFL shall stand vested in or transferred to RPower without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of RPower. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents, sales tax registrations or other licenses and consents shall vest in and become available to RPower pursuant to this Scheme. In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by RFL, are concerned, the same shall vest with and be available to RPower, on the same terms and conditions. In particular and without prejudice to the

generality of the foregoing, benefit of all balances relating to CENVAT or Service Tax or VAT, shall stand transferred to and vested in RPower as if the transaction giving rise to the said balance or credit was a transaction carried out by RPower. The assets and properties of RFL shall not be required to be and shall not be physically transferred from any premises or location of RFL and consequently or otherwise, there shall be no withdrawal of or obligation to pay or refund any CENVAT, VAT, Service Tax or other tax or duty.

29. WINDING UP OF RFL

- 29.1 On and from the Effective Date, RFL shall stand dissolved without being wound up.
- 29.2 On and with effect from the Effective Date, the name of RFL shall be struck off from the records of the relevant Registrar of Companies.
- 29.3 The Board of Directors (or any Committee thereof) of RFL shall without any further act, instrument or deed be and stand dissolved.

SECTION 6

OTHER TERMS AND CONDITIONS

30. AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION

- 30.1 Upon coming into effect of the Scheme, the following clause shall be inserted as Clause No. 3A in the Ancillary Objects clause of the Memorandum of Association of RPower and as Clause No. 1 in place of the existing Main Objects Clause No. 1 of the Memorandum of Association of Exploration SPV 1, Exploration SPV 2, Exploration SPV 3 and Exploration SPV 4, respectively:

“To carry on in India or elsewhere, the business of buying, selling, marketing, supplying, importing, exporting, trading, hedging, storing, distributing, transporting manufacturing, compressing, producing, processing, refining, mixing, formulating, purifying, disinfecting, converting, compounding, developing, deriving, discovering, searching, mining, quarrying, releasing, manipulating, preparing, or otherwise dealing in fuels required or used in industries, household, agriculture, laboratories, hospitals, aviators, vehicles, space rockets, communications, power plants, energy generation, water works, forest/plant protection and all

other purposes whatsoever, including petroleum, petroleum products and by products, petrochemicals, oil, crude, oxygen, hydrogen, nitrogen, carbonic acid and all sorts of gases including natural gas (NG), liquified natural gas (LNG), compressed natural gas (CNG), liquified petroleum gas (LPG) and associated gaseous substance, hydro-carbons, coal, coal bed methane, lignite, coke, petrol, naphtha, high speed diesel, aviation turbine fuel, superior kerosene oil, including other related products and to act as selling agents, commission agents, sales organizers, distributors, stockists, del-credre agents, C & F agents, wholesalers and retailers for aforesaid products and designing, developing, erecting, installing, setting up, operating, maintaining, managing, owning, leasing, hiring retail or wholesale outlets, pumps, terminals, depots, showrooms, storage tanks, warehouses, godowns, objects, equipment, devices, facilities, infrastructure, and to carry on the business of transportation and distribution, designing, setting up, erecting, maintaining, and operating in India or abroad, pipes, pipelines, cross country piping systems, cylinders and other allied facilities for distribution of fuels, gases, natural resources, and to provide other related and ancillary services, facilities, assets or infrastructure, including but not limited to value all sorts of added services, and to plan, establish, develop, provide, promote, use, operate, conduct, procure, facilitate, maintain, do business, provide infrastructure and act as consultants, agent for attaining the above object.”

It shall be deemed that the members of RPower, Exploration SPV 1, Exploration SPV 2, Exploration SPV 3 and Exploration SPV 4 have also resolved and accorded all relevant consents under Section 17 of the Act. It is clarified that there will be no need to pass a separate shareholders' resolution as required under Section 17 of the Act for the amendments of the Memorandum of Association of RPower, Exploration SPV 1, Exploration SPV 2, Exploration SPV 3 and Exploration SPV 4 as above.

- 30.2 In order to carry on the activities currently being carried on by RPower, Exploration SPV 1, Exploration SPV 2, Exploration SPV 3 and Exploration SPV 4, upon the approval of the Scheme by the members of RNRL and the members of RPower, Exploration SPV 1, Exploration SPV 2, Exploration SPV 3 and Exploration SPV 4 pursuant to Section 391 of the Act, it shall be deemed that the members of the Transferee Company have also resolved and accorded all relevant consents under Section 149 (2A) of the Act or any other provisions of the Act for the commencement of any business or activities currently being carried out by RPower, Exploration SPV 1, Exploration SPV 2, Exploration SPV 3 and Exploration SPV 4 in relation to any of the objects contained in the Memorandum of Association of RPower, Exploration SPV 1,

Exploration SPV 2, Exploration SPV 3 and Exploration SPV 4, to extent the same may be considered applicable, in particular, RPower, Exploration SPV 1, Exploration SPV 2, Exploration SPV 3 and Exploration SPV 4 would be allowed to commence the new business added as above. It is clarified that there will be no need to pass a separate resolution as required under Section 149 (2A) of the Act.

31. APPLICATION TO THE HIGH COURT OR SUCH OTHER COMPETENT AUTHORITY

The Parties shall with all reasonable dispatch, make applications to the High Court, for obtaining their sanction to this Scheme under Sections 391 to 394 of the Act and for dissolution of the RFL without being wound up.

32. MODIFICATION / AMENDMENT TO THE SCHEME

(a) The Parties by their respective Board of Directors or any committee/ person duly authorised by the Board of Directors in this regard may make or consent to, on behalf of all persons concerned, any modifications or amendments to the Scheme or to any conditions or limitations that the Court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the Board of Directors or any Committee/ person duly authorized by the Board of Directors in this regard and to solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.

(b) For the purpose of giving effect to this Scheme to any modification thereof, the Board of Directors of RPower or any committee/ person duly authorized by the Board of Directors of RPower in this regard may determine and give and are authorised severally to give such directions including directions for settling any question of doubt or difficulty that may arise in case of issue and allotment of shares, and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in the Scheme.

33. General Terms

It is clarified that all taxes (direct or indirect), cess, fee or other charges payable or any refunds and claims receivable by RNRL, relating to the Business Undertaking, from the Appointed Date onwards shall, for all purposes, be treated as the tax liabilities or refunds and claims of RPower and its Exploration SPVs. Accordingly, upon the Scheme becoming effective, RNRL, RPower

and its Exploration SPVs are expressly permitted to revise its tax returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme.

34. CONDITIONS

34.1 The Scheme is and shall be conditional upon and subject to the following :

- (a) The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- (b) The Scheme being approved by the respective requisite majorities in number and value of such classes of persons including the members and creditors of the Parties as may be directed by the Hon'able High Court of Judicature at Bombay and/or any other competent authority as may be applicable.
- (c) The Scheme being sanctioned by the Hon'ble High Court of Judicature at Bombay and / or any other competent authority, as may be applicable under Sections 391 to 394 of the Act..
- (d) Certified copies of the Orders of the Hon'ble High Court or such other competent authority, as may be applicable, sanctioning this Scheme being filed with the Registrar of Companies, Maharashtra.

34.2 Each of the Sections of the Scheme is independent. Therefore, the non implementability of any of the Sections shall not affect the implementability or otherwise of the other Sections of the Scheme.

35. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS

In the event of any of the said sanctions and approvals referred to in the preceding Clause 34.1 not being obtained and / or the Scheme not being sanctioned by the Jurisdictional High Courts or such other competent authority, as may be applicable, and / or the Orders not being passed as aforesaid before 31st day of March, 2012 or within such further period or periods as may be agreed upon by the respective Board of Directors of the Parties (and which the Board of Directors of the companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled

and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. In such a case, each party shall bear and pay its respective costs, charges and expenses for and /or in connection with the Scheme.

36. COSTS

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed), incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by RPower.

Schedule I

The rights and benefits as set out in the Letter(s) of Award dated October 5, 2006 issued by the Ministry of Petroleum and Natural Gas so far as the same relate(s) to exploration block(s) at Barmer , Rajasthan and all assets and properties in relation thereto.

Schedule II

The rights and benefits as set out in the Letter(s) of Award dated October 5, 2006 issued by the Ministry of Petroleum and Natural Gas so far as the same relate(s) to exploration block(s) at Kothagudem, Andhra Pradesh and all assets and properties in relation thereto.

Schedule III

The rights and benefits as set out in the Letter(s) of Award dated October 5, 2006 issued by the Ministry of Petroleum and Natural Gas so far as the same relate(s) to exploration block(s) at Sohagpur, Madhya Pradesh and all assets and properties in relation thereto.

Schedule IV

The rights and benefits as set out in the Letter(s) of Award dated February 12, 2007 issued by the Ministry of Petroleum and Natural Gas so far as the same relate(s) to exploration block(s) at Mizoram and all assets and properties in relation thereto.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
COMPANY SCHME PETITION NO.565 OF 2010
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTIONS NO 537 OF 2010

In the matter of the Companies Act, 1956(1 of 1956);
AND

In the matter of Sections 391 to 394 of the Companies Act, 1956;
AND

In the matter of Composite Scheme of Arrangement
Between

Reliance Natural Resources Limited ('RNRL')
and

Reliance Power Limited ('RPower')
and

Atos Trading Private Limited ('ATPL')
and

Atos Mercantile Private Limited ('AMPL')
and

Coastal Andhra Power Infrastructure Limited ('CAPIL')
and

Reliance Prima Limited ('RPL')
and

Reliance Futura Limited ('RFL')
and

their respective Shareholders and Creditors.

RELIANCE POWER LIMITED.....Petitioner Company
Authenticated copy of Minutes of Order dated October 15,
2010 along with the Scheme of Arrangement
M/S RAJESH SHAH & Co.
Advocates for the Petitioner
16, Oriental Building,
30, Nagindas Master Road,
Flora Fountain,
Mumbai-400 001

HIGH COURT, BOMBAY

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO.73 OF 2011
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO 27 OF 2011
SASAN POWER INFRAVENTURES PRIVATE LIMITED
..... Petitioner / Transferor Company

In the matter of Sections 391 to
394 of the Companies Act, 1956;

AND

In the matter of Scheme of
Amalgamation of Sasan Power
Infraventures Private Limited ("the
Transferor Company")

WITH

Reliance Power Limited
("the Transferee Company")

AND

their respective shareholders and
creditors

Mr. Janak Dwarkadas, Senior Counsel along with Ms. Alpana Ghone and
Mr. Rajesh Shah *i/b* M/s. Rajesh Shah & Co., for the Petitioners.

Dr. T. Pandian, Official Liquidator present

Ms. Soma Singh, *i/b* Mr. H.P Chaturvedi for Regional Director

CORAM: S.J. Vazifdar, J.

DATE: 29th April, 2011

PC :

1. Heard learned counsel for the parties.
2. The sanction of the Court is sought under Section 391 to 394 of the Companies Act, 1956, to a Scheme of Amalgamation of Sasan Power Infraventures Private Limited, the Petitioner Company with Reliance Power Limited, the Transferee Company and their respective shareholder and creditors.

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HIGH COURT, BOMBAY

- 3 The learned counsel for Petitioner submits that the Petitioner is a wholly owned subsidiary of Reliance Power Limited, the Transferee Company and that by an order passed by this Court on 14th January, 2011 in Company Summons for Direction No.27 of 2011, the filing of a separate Company Summons for Direction and Company Scheme Petition and a separate process in relation the proposed Scheme by the Transferee Company, was dispensed with.
4. The counsel appearing on behalf of the Petitioner Company has stated that it has complied with all requirements as per directions of this Court and that they have filed necessary affidavits of compliance in the Court. Moreover, Petitioner Company undertakes to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made there under. The said undertaking is accepted.
5. The Regional Director has filed an affidavit stating therein that save and except as stated in paragraphs 6(a) to 6(e) of the said affidavit, it appears that the Scheme is not prejudicial to the interest of shareholders and public.
6. The Counsel appearing for the Regional Director has drawn my attention to paragraphs 6(a) to (e) of the Affidavit of the Regional Director in which it is stated that:
 - "(a) *The words "or any of its subsidiaries" appearing in clause 1.1.6(b) be deleted.*
 - (b) *In clause 2.3.7 the adjustment proposed may be restricted to specified period and should not be open ended.*
 - (c) *In clause 2.3.9 the following words may be added "adjusted pursuant to clause 2.3.7" after the words "the amount of write back of such extraordinary or exceptional items"*
 - (d) *The approval of the Scheme by the Hon'ble High Court will not effect the statutory auditor in expressing his opinion whether the accounts of the*

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HIGH COURT, BOMBAY

company are in compliance with the applicable rules and regulations.

- (e) *There are two complaints received from Shri Dharmapal Sabarwal (MP) and Shri Bharat Kumar Raut (MP) against Reliance Communications Limited and its subsidiaries / associates and Reliance Group of Companies. The Registrar of Companies has taken up the matter with Reliance Communications Limited and send his report dated 31/03/2010 to the Ministry for consideration and further directions in the matter is awaited. This is for the information of the Hon'ble High Court.*

7. In response to the concern raised by the Regional Director in paragraphs 6(a) to 6(c) of his affidavit, the Counsel for the Petitioner seeks leave of this Court to modify Clauses 1.1.6(b), 2.3.7 and 2.3.9 of the Scheme in terms of the Schedule handed in which is taken on record and is marked 'X' for identification. Leave to amend is granted. Amendment to be carried out within two weeks from today.
8. So far as the observation made in paragraph 6 (d) of the affidavit of the Regional Director is concerned, it is clarified that the approval of the Scheme by this Court will not affect the Statutory Auditors in expressing his opinion whether the accounts of the Company are in compliance with the applicable rules and regulations.
9. In response to the concern raised by the Regional Director in paragraph 6(e) of his Affidavit, the Counsel for the Petitioner Company states that the said complaints are not against the companies involved in the Scheme of Amalgamation. The statement is accepted. Mr. Joy, the learned counsel appearing on behalf of the Regional Director stated that the Regional Director/R.O.C. had not taken any stand as regards these complaints. He however, stated that neither the companies nor their officers should be absolved of any illegalities merely by virtue of this order. I agree. Although there is no material on record to establish any allegations against the companies involved in the present proceedings, it is clarified that merely by virtue of this order, neither the companies nor their officers shall be absolved of violation, if any, of any law. In other words, it is clarified that in the event of either the companies or its officers being found liable for having violated any provisions of law, the authorities shall proceed against them in accordance with law and this order will not

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HIGH COURT, BOMBAY

prevent them from doing so.

10. The Official liquidator has filed his report in Company Scheme Petition No. 73 of 2011 stating therein that the affairs of the Transferor Company have been conducted in a proper manner and that the Transferor Company may be ordered to be dissolved.
11. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme.
12. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition No.73 of 2011 filed by the Transferor Company is made absolute in terms of prayer clauses (a) to (d).
13. The Petitioner Company to lodge a copy of this order and the Scheme, duly authenticated by the Company Registrar, High Court (O.S.), Bombay with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of this Order.
14. The Petitioner to pay costs of Rs.10,000/- each to the Regional Director, Western Region, Mumbai and to the Official liquidator, High Court, Bombay. Costs to be paid within four weeks from today.
15. Filing and issuance of the drawn up order is dispensed with.
16. All concerned authorities to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court, Bombay.

(S. J. Vazifdar, J.)

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SCHEME OF AMALGAMATION

OF

SASAN POWER INFRAVENTURES : TRANSFEROR COMPANY
PRIVATE LIMITED

WITH

RELIANCE POWER LIMITED : TRANSFEREE COMPANY

AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

(A) Purpose of the Scheme

1. This Scheme of Amalgamation is presented under Sections 391 to 394 of the Companies Act, 1956 for merger of Sasan Power Infraventures Private Limited (“SPIPL” or “the Transferor Company”) a wholly owned subsidiary of Reliance Power Limited (“the Transferee Company or “RPower”) into RPower, the Transferee Company.
2. This Scheme also provides for various other matters consequential or otherwise including in particular certain accounting policies to be followed by Rpower.

(B) Rationale

1. RPower and SPIPL are part of Reliance Anil Dhirubhai Ambani Group (“the Group”).
2. Reliance Power Limited (“RPower”) is engaged in the development, construction and operation of power generation projects with a combined planned capacity of 33,480 MW, the largest portfolio of private power generation assets under development in India.
3. The merger of SPIPL with RPower is with a view to :

- a. Reducing administrative cost
- b. Removing multiple layer inefficiencies; and
- c. Achieving operational and management efficiency.

(C) Parts of the Scheme

The Scheme is divided into the following parts:

- (a) **PART 1** deals with the Definitions and Share Capital;
- (b) **PART 2** deals with the merger of SPIPL into Rpower.
- (c) **PART 3** deals with Other Terms and Conditions.

PART 1

DEFINITIONS AND SHARE CAPITAL

1.1 DEFINITIONS

In this Scheme of Amalgamation, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1.1. **"Act" or "the Act"** means the Companies Act, 1956, or any statutory modification or re-enactment thereof for the time being in force;
- 1.1.2. **"Board of Directors"** means the Board of Directors of RPower or SPIPL or both as the context may require and includes a committee thereof.
- 1.1.3. **"Appointed Date"** means January 1, 2011 or such other date as may be decided by the High Court;
- 1.1.4 **"Court" or "High Court"** means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable;
- 1.1.5 **"Effective Date"** means the last of the dates on which the certified copies of the Order of the High Court of Judicature at Bombay sanctioning the Scheme of Amalgamation

is filed with the Registrar of Companies, Maharashtra, Mumbai by SPIPL and Rpower;

1.1.6. **"Extraordinary and / or Exceptional Items"** means and without limiting the generality of the foregoing, includes *inter-alia* the following:

- (a) Impairment, amortization and / or write off / diminution in value of investments and other assets, both tangible and intangible including goodwill and prepaid expenses, if any;
- (b) Costs/ expenses / charge / losses on account of write down of assets or contingent liabilities or deferred tax liabilities which may be suffered by or be required to be accounted by RPower, pursuant to this Scheme or otherwise in the course of its business or in carrying out such restructuring of the operations of RPower as the Board of Directors of RPower consider necessary or proper;
- (c) Interest / financial charges / professional fees / costs paid / payable for existing projects / divisions, setting up of new projects, acquisition of companies/ projects including costs associated with delay in projects and interest / financial charges/ professional fees paid/ payable upon refinancing of borrowings;
- (d) Any other costs / expenses / charge / losses which in the opinion of the Board of Directors are extraordinary and exceptional.

1.1.7 **"General Reserves"** means uncommitted reserves, not being capital reserves, available without limitation for all purposes including but not limited to declaration of dividends and bonus shares;

1.1.8 **"RPower" or "the Transferee Company"** means Reliance Power Limited, a company incorporated under the Companies Act, 1956, and having registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400710, ;

1.1.9. **"SPIPL" or "the Transferor Company"** means Sasan Power Infraventures Private Limited, a company incorporated under the Companies Act, 1956, and having its

registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400710,;

- 1.1.10. **"Scheme"** or **"the Scheme"** of **"this Scheme"** means this Scheme of Amalgamation in its present form as submitted to the Honorable High Court of Judicature at Bombay or this Scheme with such modification(s), if any made;

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

1.2 SHARE CAPITAL

- 1.2.1 The authorized, issued, subscribed and paid-up share capital of SPIPL as on March 31, 2010 was as under :

	Rupees in Crore
Authorised Capital	
10,000 equity shares of Rs.10 each	0.01
Total	0.01
Issued, Subscribed & Paid Up Capital	
10,000 equity shares of Rs. 10 each fully paid up	0.01
Total	0.01

The capital structure of SPIPL post the above Balance Sheet Date has changed as under:

	Rupees in Crores
Authorised Capital	
20,00,000 equity shares of Rs.10 each	2.00
Total	2.00
Issued, Subscribed & Paid Up Capital	
17,90,000 equity shares of Rs. 10 each fully paid up	1.79
Total	1.79

The entire share capital of SPIPL is held by RPower and its nominees.

- 1.2.2 The authorized, issued, subscribed and paid-up share capital of RPower as on March 31, 2010 was as under :

Authorised Capital	Rupees in Crores
5,000,000,000 Preference Shares of Rs.10 each	5,000.00
11,000,000,000 Equity Shares of Rs. 10 each	11,000.00
Total	16,000.00
Issued and Subscribed	
2,396,800,000 Equity Shares of Rs. 10 each fully paid-up	2,396. 80
Total	2,396.80

The capital structure of RPower post the above Balance Sheet Date has changed as under :

	Rupees in Crores
Authorised Capital	
5,000,000,000 Preference Shares of Rs.10 each	5,000.00
11,000,000,000 Equity Shares of Rs. 10 each	11,000.00
Total	16,000.00
Issued, Subscribed and Paid Up Capital	
2,805,082,606 Equity Shares of Rs. 10 each fully paid-up	2,805.08
Total	2,805.08

1.3 DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme, set out herein in its present form or with any modification(s) shall be effective from the Appointed Date unless the context requires otherwise.

PART 2

MERGER OR SPIPL INTO RPOWER

2.1 TRANSFER AND VESTING OF UNDERTAKING

- 2.1.1. With effect from the opening of the business as on the Appointed Date, the entire business and whole of the undertakings of SPIPL including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as investments, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, and all other rights, title, interest, contracts, consents, approvals or powers of every kind, nature and descriptions whatsoever shall under the provisions of Section 391 to 394 of the Act and pursuant to the orders of the High Court of Judicature

at Bombay or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges if any, affecting the same as on the Effective Date shall stand transferred and/or deemed to be transferred to and vested in RPower so as to become the properties and assets of Rpower

- 2.1.2. The liabilities shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by RPower pursuant to the provisions of Sections 391 to 394 of the Act, so as to become the liabilities of RPower and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

2.2 CANCELLATION OF SHARE CAPITAL OF SPIPL

- 2.2.1 The entire issued, subscribed and paid-up share capital of SPIPL is held by RPower. Upon the Scheme becoming effective, no shares of RPower shall be allotted in lieu or exchange of its holding in SPIPL and the share capital of SPIPL shall stand cancelled.
- 2.2.2. Upon the coming into effect of this Scheme, the share certificates, if any, and/or the shares in electronic form representing the shares held by RPower in SPIPL shall be deemed to be cancelled without any further act or deed for cancellation thereof by Rpower.

2.3 ACCOUNTING TREATMENT

- 2.3.1. All assets and liabilities of SPIPL shall be recorded in the books of RPower at their respective book values as appearing in the books of SPIPL;
- 2.3.2. The excess arising on transfer of assets and liabilities as per clause 2.3.1 above would be credited to the 'General Reserve'. In case of there being a deficit, the same shall be debited by RPower to its General Reserve. Such General Reserve

shall be a reserve which arises pursuant to this Scheme and shall not be and shall not for any purpose be considered to be a reserve created by Rpower.

- 2.3.3. The investments in the equity share capital of SPIPL shall be written off by RPower in its Profit & Loss Account and RPower shall withdraw from its General Reserves, to the extent available, an amount to offset the said write off and credit the same to its profit and loss account.
- 2.3.4. If considered appropriate for the purpose of application of uniform accounting methods and policies between SPIPL and RPower and for the purpose of changes in accounting policies / estimates with respect to depreciation in the books of RPower, RPower may make suitable adjustments and reflect the effect thereof in the General Reserve of Rpower.
- 2.3.5. With effect from Appointed Date and for any of the financial years ending on or after the Appointed Date, the Board of Directors of RPower, may accumulate any unrealized losses / expenses or unrealised gains on account of derivative / hedging contracts whether the contracts were entered into by SPIPL or by RPower under the head "Unrealised Derivative Losses / Gains" to be reflected as a miscellaneous expenditure and / or as the case may be as a Reserve. On a transaction relating to a derivative or a hedge coming to an end and gain/ loss becoming realized, the realized gain or loss shall be credited to or charged to the Profit and Loss Account or if considered more appropriate by the Board of Directors of RPower to the relevant asset or liability and the corresponding amount, if any, in the "Unrealised Derivative Losses/ gains" Account shall also be similarly transferred to the Profit and Loss Account or to the relevant Asset / Liability.
- 2.3.6. With effect from Appointed Date and for any of the financial years ending on or after the Appointed Date, the Board of Directors of RPower may offset any realized / unrealized losses / expenses / charges on account of foreign exchange / derivative / hedging contracts whether pertaining to SPIPL or RPower by a corresponding withdrawal from General Reserve and may similarly transfer to

the General Reserve any realized / unrealized gains relating to such contracts.

- 2.3.7 With effect from Appointed Date and for any of the financial years ending on or after the Appointed Date but on or before March 31, 2013, if considered appropriate by the Board of Directors of RPower any or all of the Extraordinary and Exceptional items may be adjusted against the General Reserves of the Company
- 2.3.8. It is clarified that, as may be determined by the Board of Directors of RPower, the utilization of General Reserve for meeting any costs/ expenses / charge / losses as above shall be either by way of withdrawal from General Reserve and credit to profit & loss account or by way of direct charge of the said costs / expenses / charge / losses to the General Reserve.
- 2.3.9. Notwithstanding the adjustment of any extraordinary or exceptional items (including capital work in progress) against the general reserves of the company, the Board may credit the profit and loss account by the amount of write back of such extraordinary or exceptional items adjusted pursuant to clause 2.3.7, as may be deemed appropriate, in the year of such write back.
- 2.3.10. If thought fit by the Board of Directors of RPower, the aforesaid accounting treatment may be followed in respect of any accounts prepared by RPower under any law or regulation in force on or after the Appointed Date including consolidated accounts.

2.4 BUSINESS AND PROPERTY IN TRUST FOR Rpower

- 2.4.1. During the period between the Appointed Date and the Effective Date,
- (a) SPIPL shall carry on and deemed to have carried on its business and activities and shall stand possessed of their entire business and undertakings, in trust for RPower and shall account for the same to Rpower.

- (b) All the income or profits accruing or arising to SPIPL and all costs, charges, expenses or losses incurred by SPIPL shall for all purposes be treated the income, profits, costs, charges, expenses and losses as the case may be of Rpower.
- (c) SPIPL shall carry on their business and activities with reasonable diligence and business prudence and shall not alter or diversify their respective businesses nor venture into any new businesses, nor alienate charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of RPower or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Boards of Directors of SPIPL and Rpower.

2.4.2 SPIPL shall not utilize the profits or income for the purpose of declaring or paying any dividend or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of Rpower.

2.4.3 RPower shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government(s) and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which RPower may require to carry on the business of SPIPL.

2.5 PENDING SUITS, ETC.

2.5.1. If any suit, appeal or other proceeding of whatever nature by or against SPIPL is pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against RPower in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against SPIPL as if this Scheme had not been made.

2.6 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 2.6.1. Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which, SPIPL is party subsisting or having effect immediately before the Scheme coming into effect shall be in full force and effect against or in favour of RPower, and may be enforced by or against RPower as fully and effectually as if, instead of SPIPL, RPower had been a party thereto.

2.7 SAVING OR CONCLUDED TRANSACTIONS

- 2.7.1. The transfer of properties and liabilities under Clause 2.1 above and the continuance of proceedings by or against RPower under Clause 2.5 above shall not affect any transaction or proceedings already concluded by SPIPL on or after the Appointed Date till the Effective Date, to the end and intent that RPower accepts and adopts all acts, deeds and things done and executed by SPIPL in respect thereto as done and executed on behalf of itself.

2.8 STAFF, WORKMEN & EMPLOYEES

- 2.8.1. On the Scheme becoming operative, all staff, workmen and employees of SPIPL in service on the Effective Date shall be deemed to have become staff, workmen and employees of RPower without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with RPower shall not be less favourable than those applicable to them with reference to SPIPL on the Effective Date.
- 2.8.2. It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of SPIPL shall become the trusts / funds of RPower for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the

obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of SPIPL in relation to such Fund or Funds shall become those of RPower. It is clarified that the services of the staff, workmen and employees of SPIPL will be treated as having been continuous for the purpose of the said Fund or Funds.

2.9 WINDING UP

- 2.9.1. On the Scheme becoming effective, SPIPL shall stand dissolved without being wound up.

PART 3

OTHER TERMS AND CONDITIONS

3.1 APPLICATION TO HIGH COURT

- 3.1.1. SPIPL and RPower shall as may be required make applications and/or petitions under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Court of Judicature at Bornbay for sanction of this Scheme and all matters ancillary or incidental thereto.

3.2 MODIFICATION OR AMENDMENTS TO THE SCHEME

- 3.2.1 SPIPL and RPower by their respective Board of Directors may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Court and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors). SPIPL and RPower by their respective Board of Directors be and are hereby authorized to take all such steps as may be

necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or, orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

3.3 CONDITIONALITY OF THE SCHEME

3.3.1 This Scheme is and shall be conditional upon and subject to:

3.3.2. The Scheme being approved by the requisite majorities in number and value of such classes of persons including the members and/ or creditors of SPIPL as may be directed by the Hon'ble High Court of Judicature at Bombay or any other competent authority, as may be applicable.

3.3.3. The Scheme being sanctioned by the High Court of Judicature at Bombay or any other authority under Sections 391 to 394 of the Act.

3.3.4. Certified copies of the orders of the High Court of Judicature at Bombay sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra, at Mumbai by SPIPL and Rpower.

3.4 EFFECT OF NON-RECEIPT OF APPROVALS

3.4.1. In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/or the Scheme not being sanctioned by the Bombay High Court or such other competent authority and / or the Order not being passed as aforesaid before March 31, 2012 or within such further period or periods as may be agreed upon between SPIPL and RPower by their Boards of Directors (and which the Boards of Directors of the companies are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or

liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

3.5 COSTS, CHARGES & EXPENSES

- 3.5.1 All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of, or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by RPower

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO.73 OF 2011

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO.27 OF 2011

In the matter of Companies Act, 1956 (1 of 1956)

AND

In the matter of Sections 391 to 394 of the Companies Act,
1956;

AND

In the matter of Scheme of Amalgamation

of

Sasan Power Infraventures Private limited ("the Transferor
Company" or "SPIPL")

with

Reliance Power Limited ("the Transferee Company" or
"RPower")

and

Their respective shareholders and creditors

SASAN POWER INFRAVENTURES PRIVATE LIMITED

..... **Petitioner Company**

**Authenticated Copy of the Minutes of the Order dated
29th April, 2011 along with Scheme of Amalgamation**

M/S RAJESH SHAH & CO
Advocates for the Petitioner
16, Oriental Building,
30, Nagindas Master Road,
Flora Fountain
Mumbai – 400001.

HIGH COURT, BOMBAY

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO 628 OF 2011

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 613 OF 2011

SASAN POWER INFRASTRUCTURE LIMITED

..... Petitioner/ the Transferor Company

In the matter of the Companies
Act, 1956 (1 of 1956);

AND

In the matter of Sections 391 to
394 of the Companies Act, 1956;

AND

In the matter of Scheme of Amalgamation
Of

Sasan Power Infrastructure
Limited ("the Transferor Company")

WITH

Reliance Power Limited ("the
Transferee Company")

AND

their respective Shareholders and
Creditors

Mr. Rajesh Shah i/b Rajesh Shah & Co., Advocates for the Petitioner.

Mrs. R.N. Sutar, Asst Official Liquidator, present in CSP No. 628 of 2011.

Mr. Abhijit Desai i/b Mr. H.P. Chaturvedi for Regional Director in both the Petitions.

HIGH COURT, BOMBAY

CORAM: S. C. Dharmadhikari, J.

DATE: 23rd December, 2011

P.C:-

1. Heard learned counsel for the parties.
2. The sanction of the Court is sought under Sections 391 to 394 of the Companies Act, 1956, to a Scheme of Amalgamation of Sasan Power Infrastructure Limited, the Transferor Company with Reliance Power Limited, the Transferee Company and their respective Shareholders and Creditors.
3. The learned counsel appearing on behalf of the Petitioner submits that the Petitioner Company is a wholly owned subsidiary of Reliance Power Limited, the Transferee Company and that by an order passed by this court on 14th October, 2011 in Company Summons for Direction No. 613 of 2011, the filing of a separate Company Summons for Direction and Company Scheme Petition in relation to the proposed Scheme by the Transferee Company, was dispensed with.
4. Learned counsel appearing on behalf of the Petitioners has stated that they have complied with all requirements as per directions of this Court and they have filed necessary affidavits of compliance in the Court. Moreover, Petitioner Company undertakes to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made there under,
The said undertaking is accepted.

HIGH COURT, BOMBAY

5. The Regional Director has filed an affidavit stating therein that save and except as stated in paragraph 6 of the said Affidavit, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph 6 of the said affidavit it is stated that:

“6. That the Deponent further submits that, Clause 2.3.2 of the Scheme states that the excess arising on transfer of Assets and Liabilities would be credited to the ‘General Reserve’ account of the Transferee Company. In this connection it is submitted that the Reserve arising out of this scheme shall not be utilized for the purpose of declaring dividend by the Transferee Company in future.”

6. In reply to the aforesaid query raised by the Regional Director, the Petitioner Company through its Counsel undertakes that the reserve arising out of the Scheme shall not be utilized for the purpose of declaring dividend by the Transferee Company in future. The said undertaking is accepted.
7. The Official Liquidator has filed his report stating therein that the affairs of the Transferor Company have been conducted in a proper manner and that the Transferor Company may be ordered to be dissolved by this Court.
8. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme.
9. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition No. 628 of 2011 filed

HIGH COURT, BOMBAY

by the Transferor Company is made absolute in terms of prayer clauses (a) to (d).

10. The Petitioner Company to lodge a copy of this order and the Scheme, duly authenticated by the Company Registrar, High Court (O.S), Bombay with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the Order.
11. Petitioner is directed to file a copy of this order along with a copy of the Scheme of Amalgamation with the concerned Registrar of Companies, electronically, along with E-Form 21 in addition to physical copy within 30 days from the date of issuance of the order by the Registry.
12. The Petitioner Company to pay costs of Rs.10,000/- each to the Regional Director, Western region, Mumbai and also to the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from today.
13. Filing and issuance of the drawn up order is dispensed with.
14. All concerned authorities to act on the copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O.S.), Bombay.

(S.C. Dharmadhikari, J)

SCHEME OF AMALGAMATION

OF

SASAN POWER INFRASTRUCTURE LIMITED : TRANSFEROR COMPANY

WITH

RELIANCE POWER LIMITED : TRANSFEREE COMPANY

AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

(A) Purpose of the Scheme

This Scheme of Amalgamation is presented under Sections 391 to 394 of the Companies Act, 1956 for merger of Sasan Power Infrastructure Limited ("SPIL" or "the Transferor Company") a wholly owned subsidiary of Reliance Power Limited ("the Transferee Company or "RPower") into RPower, the Transferee Company.

(B) Rationale

1. RPower and SPIL are part of Reliance – Anil Dhirubhai Ambani Group ("the Group").
2. Reliance Power Limited ('RPower') is engaged in the development, construction and operation of power generation projects with a combined planned capacity of 33,480 MW, the largest portfolio of private power generation assets under development in India.
3. The merger of SPIL with RPower is with a view to :

- a. Reducing administrative cost;
- b. Removing multiple layer inefficiencies; and
- c. Achieving operational and management efficiency.

(C) Parts of the Scheme

The Scheme is divided into the following parts:

- (a) **PART 1** deals with the Definitions and Share Capital;
- (b) **PART 2** deals with the merger of SPIL into RPower;
- (c) **PART 3** deals with Other Terms and Conditions.

PART 1

DEFINITIONS AND SHARE CAPITAL

1.1. DEFINITIONS

In this Scheme of Amalgamation, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1.1. **“Act” or “the Act”** means the Companies Act, 1956, or any statutory modification or re-enactment thereof for the time being in force;
- 1.1.2. **“Board of Directors”** means the Board of Directors of RPower or SPIL or both as the context may require and includes a committee thereof.
- 1.1.3. **“Appointed Date”** means September 1, 2011 or such other date as may be decided by the High Court;
- 1.1.4. **“Court” or “High Court”** means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable;
- 1.1.5. **“Effective Date”** means the last of the dates on which the certified copies of the Order of the High Court of Judicature at Bombay sanctioning the Scheme of Amalgamation is filed with the Registrar of Companies, Maharashtra, Mumbai by SPIL and RPower;
- 1.1.6. **“General Reserves”** means uncommitted reserves, not being capital reserves, available without limitation for all purposes including but not limited to declaration of dividends and bonus shares;
- 1.1.7. **“RPower” or “the Transferee Company”** means Reliance Power Limited, a company incorporated under the Companies Act, 1956, and having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400710;

1.1.8. **“SPIL” or “the Transferor Company”** means Sasan Power Infrastructure Limited, a company incorporated under the Companies Act, 1956, and having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400710;

1.1.9. **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation in its present form as submitted to the Honorable High Court of Judicature at Bombay or this Scheme with such modification(s), if any made;

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

1.2. SHARE CAPITAL

1.2.1. The authorized, issued, subscribed and paid-up share capital of SPIL as on March 31, 2011 was as under:

	Rupees in Crores
Authorised Capital	
50,000 equity shares of Rs 10 each	0.05
Total	0.05
Issued, Subscribed & Paid Up Capital	
50,000 equity shares of Rs 10 each fully paid up	0.05
Total	0.05

The capital structure of SPIL post the above Balance Sheet Date has changed as under:

	Rupees in Crores
Authorised Capital	
2,050,000 equity shares of Rs 10 each	2.05
Total	2.05
Issued, Subscribed & Paid Up Capital	
2,050,000 equity shares of Rs 10 each fully paid up	2.05
Total	2.05

The entire share capital of SPIL is held by RPower and its nominees.

- 1.2.2. The authorized, issued, subscribed and paid-up share capital of RPower as on March 31, 2011 was as under:

Authorised Capital	Rupees in Crores
5,000,000,000 Preference Shares of Rs. 10 each	5,000.00
11,000,000,000 Equity Shares of Rs. 10 each	11,000.00
Total	16,000.00
Issued and Subscribed	
2,805,126,466 Equity Shares of Rs. 10 each fully paid-up	2,805.13
Total	2,805.13

The capital structure of RPower post the above Balance Sheet Date has not changed.

1.3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme, set out herein in its present form or with any modifications(s) shall be effective from the Appointed Date unless the context requires otherwise.

PART 2

MERGER OF SPIL INTO RPOWER

2.1. TRANSFER AND VESTING OF UNDERTAKING

2.1.1. With effect from the opening of the business as on the Appointed Date, the entire business and whole of the undertakings of SPIL including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as investments, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, and all other rights, title, interest, contracts, consents, approvals or powers of every kind, nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the High Court of Judicature at Bombay or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges if any, affecting the same as on the Effective Date shall stand transferred and/or deemed to be transferred to and vested in RPower so as to become the properties and assets of RPower.

2.1.2. The liabilities shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by RPower pursuant to the provisions of Sections 391 to 394 of the Act, so as to become the liabilities of RPower and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

2.2. CANCELLATION OF SHARE CAPITAL OF SPIL

2.2.1. The entire issued, subscribed and paid-up share capital of SPIL is held by RPower. Upon the Scheme becoming effective, no shares of RPower shall be allotted in lieu

or exchange of its holding in SPIL and the share capital of SPIL shall stand cancelled.

- 2.2.2. Upon the coming into effect of this Scheme, the share certificates, if any, and/or the shares in electronic form representing the shares held by RPower in SPIL shall be deemed to be cancelled without any further act or deed for cancellation thereof by RPower.

2.3. ACCOUNTING TREATMENT

- 2.3.1. All assets and liabilities of SPIL shall be recorded in the books of RPower at their respective book values as appearing in the books of SPIL;
- 2.3.2. The excess arising on transfer of assets and liabilities as per clause 2.3.1 above would be credited to the 'General Reserve'. In case of there being a deficit, the same shall be debited by RPower to its General Reserve. Such General Reserve shall be a reserve which arises pursuant to this Scheme and shall not be and shall not for any purpose be considered to be a reserve created by RPower.
- 2.3.3. The investments in the equity share capital of SPIL shall be written off by RPower in its Profit & Loss Account and RPower shall withdraw from its General Reserve, to the extent available, an amount to offset the said write off and credit the same to its profit and loss account.
- 2.3.4. If considered appropriate for the purpose of application of uniform accounting methods and policies between SPIL and RPower, RPower may make suitable adjustments and reflect the effect thereof in its General Reserve.

2.4. BUSINESS AND PROPERTY IN TRUST FOR RPOWER

- 2.4.1. During the period between the Appointed Date and the Effective Date,
- (a) SPIL shall carry on and deemed to have carried on its business and activities and shall stand possessed of their entire business and undertakings, in trust for RPower and shall account for the same to RPower.

- (b) All the income or profits accruing or arising to SPIL and all costs, charges, expenses or losses incurred by SPIL shall for all purposes be treated the income, profits, costs, charges, expenses and losses as the case may be of RPower.
- (c) SPIL shall carry on their business and activities with reasonable diligence and business prudence and shall not alter or diversify their respective businesses nor venture into any new businesses, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of RPower or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Boards of Directors of SPIL and RPower.

2.4.2. SPIL shall not utilise the profits or income for the purpose of declaring or paying any dividend or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of RPower.

2.4.3. RPower shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government(s) and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which RPower may require to carry on the business of SPIL.

2.5. PENDING SUITS, ETC.

2.5.1. If any suit, appeal or other proceeding of whatever nature by or against SPIL is pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against RPower in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against SPIL as if this Scheme had not been made.

2.6. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

2.6.1. Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which, SPIL is a party subsisting or having effect immediately before the Scheme coming into effect shall be in full force and effect against or in favour of RPower, and may be enforced by or against RPower as fully and effectually as if, instead of SPIL, RPower had been a party thereto.

2.7. SAVING OF CONCLUDED TRANSACTIONS

2.7.1. The transfer of properties and liabilities under Clause 2.1 above and the continuance of proceedings by or against RPower under Clause 2.5 above shall not affect any transaction or proceedings already concluded by SPIL on or after the Appointed Date till the Effective Date, to the end and intent that RPower accepts and adopts all acts, deeds and things done and executed by SPIL in respect thereto as done and executed on behalf of itself.

2.8. STAFF, WORKMEN & EMPLOYEES

2.8.1. On the Scheme becoming operative, all staff, workmen and employees of SPIL in service on the Effective Date shall be deemed to have become staff, workmen and employees of RPower without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with RPower shall not be less favourable than those applicable to them with reference to SPIL on the Effective Date.

2.8.2. It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of SPIL shall become the trusts/ funds of RPower for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of SPIL in relation to such

Fund or Funds shall become those of RPower. It is clarified that the services of the staff, workmen and employees of SPIL will be treated as having been continuous for the purpose of the said Fund or Funds.

2.9. WINDING UP

- 2.9.1. On the Scheme becoming effective, SPIL shall stand dissolved without being wound up.

PART 3

OTHER TERMS AND CONDITIONS

3.1. APPLICATION TO HIGH COURT

- 3.1.1. SPIL and RPower shall as may be required make applications and/or petitions under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Court of Judicature at Bombay for sanction of this Scheme and all matters ancillary or incidental thereto.

3.2. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 3.2.1. SPIL and RPower by their respective Board of Directors may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Court and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors). SPIL and RPower by their respective Board of Directors be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

3.3. CONDITIONALITY OF THE SCHEME

- 3.3.1. This Scheme is and shall be conditional upon and subject to:
- 3.3.2. The Scheme being approved by the requisite majorities in number and value of such classes of persons including the members and / or creditors of SPIL as may be directed by the Hon'ble High Court of Judicature at Bombay or any other competent authority, as may be applicable.
- 3.3.3. The Scheme being sanctioned by the High Court of Judicature at Bombay or any other authority under Sections 391 to 394 of the Act.

- 3.3.4. Certified copies of the Orders of the High Court of Judicature at Bombay sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra, at Mumbai by SPIL and RPower.

3.4. EFFECT OF NON-RECEIPT OF APPROVALS

- 3.4.1. In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/ or the Scheme not being sanctioned by the Bombay High Court or such other competent authority and / or the Order not being passed as aforesaid before October 31, 2012 or within such further period or periods as may be agreed upon between SPIL and RPower by their Boards of Directors (and which the Boards of Directors of the companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

3.5. COSTS, CHARGES & EXPENSES

- 3.5.1. All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of, or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by RPower.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
COMPANY SCHEME PETITION NO. 628 OF 2011
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTIONS NO.613 OF 2011

In the matter of the Companies Act, 1956 (1 of 1956),

AND

In the matter of sections 391 to 394 of the Companies Act, 1956;

AND

In the matter of Scheme of Amalgamation

of

Sasan Power Infrastructure Limited ("the Transferor Company" or
"SPIL")

with

Reliance Power Limited (" the Transferee Company" or "RPower")

and

Their respective shareholders

SASAN POWER INFRASTRUCTURE LIMITED

.....Petitioner Company.

Authenticated copy of Minutes of Order dated December 23, 2011
along with the Scheme of Amalgamation

M/S RAJESH SHAH & CO
Advocates for the Petitioner
16, Oriental Building,
30, Nagindas Master Road, Flora Fountain,
Mumbai- 400001

HIGH COURT, BOMBAY
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO 628 OF 2011
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO 613 OF 2011

RELIANCE CLEAN ENERGY PRIVATE LIMITED

..... Petitioner/ the Transferor Company

In the matter of the Companies
Act, 1956

AND

In the matter of Sections 391 to 394 of the
Companies Act, 1956

AND

In the matter of Scheme of amalgamation

Of

Reliance Clean Energy Private Limited
("RCEPL" OR "the Transferor Company")

WITH

Reliance Power Limited ("RPower" or "the
Transferee Company")

AND

Their respective Shareholders

Mr. Rajesh Shah with Mr. Chandrakant Mhadeshwar i/b Rajesh Shah & Co., advocates for
the Petitioner in the Petition.

Mrs. R. N. Sutar, Asst. Official Liquidator present.

Mr. D. A. Dubey i/b Mr. H. P. Chaturvedi for Regional Director
CORAM: Ranjit More, J.
DATE: 5th April, 2013

1. Heard counsel for the party. No. objector has come before the court to oppose the Scheme and nor the party has contravened any averments made in the Petition.
2. The sanction of the Court is sought under Section 91 to 394 of the Companies Act, 1956, to the Scheme of Amalgamation of Reliance Clean Energy Private Limited with the Reliance Power Limited and their respective shareholders.
3. Learned advocate for the Petitioner states that the Petitioner in Company Scheme Petition No. 71 of 2013 was incorporated with the main object of carrying on the business of generation, purchase, production, manufacture, processing, import, development, storage, accumulation, transmission, distribution, sale, export or otherwise dealing in all aspects of electricity. Further, the learned advocate states that the Transferee Company is engaged in the development, construction and operation of power generation projects with a combined planned capacity of 33,480 MW, the largest portfolio of private power generation assets under development in India. The rationale for the Scheme is to reduce administrative cost, remove multiple layer inefficiencies and achieve operational and management efficiency. The

Petitioner Company approved the said Scheme by passing Board Resolution which is annexed to the Company Scheme Petitions. The learned Advocate for the Petitioner further states that, Petitioner Company has complied with all the directions passed in the Company Summons for Direction and that the Company Scheme Petition has been filed in consonance with the order passed in Summons for Directions.

4. The learned counsel appearing on behalf of the Petitioner companies submits that by an order passed by this court on 18th January, 2013 in Company Summons for Direction No. 11 of 2013, the filing of a separate Company Summons for Direction and Company Scheme Petition in relation to the proposed Scheme by the Transferee Company, Reliance Power Limited was dispensed with, in view of Judgment passed by this Court in **Mahaamba Investments Limited Versus IDI Limited (2001) 105 Company Cases (pages 16 to 18)**.
5. The learned advocate appearing on behalf of the Petitioner has stated that the Petitioner has complied with all requirements as per directions of this Court and it has filed necessary affidavits of compliance in the Court. Moreover, Petitioner Company undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made there under. The said undertaking is accepted.
6. The Regional Director has filed an affidavit dated February 22, 2013 stating therein that save and except as stated in paragraph 6 of the said affidavit, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph 6 of the said affidavit it is stated that:

“That the Deponent further submits that:-

- a) In Clause 2.3.2 of the scheme the excess arising on transfer of assets and liabilities as per clause 2.3.1 would be credited to the General Reserve and in case of there being a deficit the same shall be debited by the Transferee Company to its General Reserve. In this connection it is submitted that the reserve arising out of the scheme shall transferred to “Capital Reserve Account” of the Transferee Company.
 - b) Clause 2.3.5, 2.3.6 & 2.3.7 of the scheme for adjustment of extraordinary/ exceptional item of from the General Reserve Account of Transferee Company. There is no limit stated in the scheme. Now company has clarified through their Advocate vide letter dated 19/02/2013 which is annexed hereto and marked as Exhibit ‘D’ that such adjustment will be made up to the period 31/03/2016.”
7. (a) In reply to the aforesaid observations raised by the Regional Director in paragraph 6(a) of his Affidavit, the learned advocate for the Petitioner seeks leave of this Court to modify Cause 2.3.2 of the Scheme by substituting words ‘Capital Reserve’ in place of words ‘General Reserve’ wherever they appear in this sub-clause. Leave to amend is granted. Amendment to be carried out within two weeks from today.

(b) In reply to the aforesaid observations raised by the Regional Director in paragraph 6(b) of his Affidavit, the learned advocate for the Petitioner seeks leave of this Court to modify Clause 2.3.5 to 2.3.7 of the Scheme by adding words “but on or before March 31, 2016” after the words “With effect from Appointed Date and for any

of the financial years ending on or after the Appointed Date.” Leave to amend is granted. Amendment to be carried out within two weeks from today.

8. The Learned Counsel for Regional Director on Instructions of Mr. M Chandanamuthu, Joint Director in the office of the Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai states that they are satisfied with the undertaking given by the Advocate for the Petitioner Company and also agree with proposed amendment sought by the Advocate for the Petitioner Company as mentioned hereinabove. The said undertaking is accepted.
9. The Official Liquidator has filed his report dated March 21, 2013 in the Company Scheme Petition stating therein that the affairs of the Petitioner Company have been conducted in a proper manner and that the Petitioner Company may be ordered to be dissolved by this Court.
10. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme.
11. Since all the requisite statutory compliance have been fulfilled, the Company Scheme Petition filed by the Company is made absolute in terms of prayer clauses (a), (c) and (d).
12. The Petitioner Company to lodge a copy of this order and the Scheme, duly authenticated by the Company Registrar, High Court (O.S.) , Bombay with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the Order.
13. Petitioner is directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with E-Form 21 in addition to physical copy as per the relevant provisions of the Act.
14. The petitioner Company to pay costs of Rs. 10,000/- each to the Regional Director, Western Region, Mumbai and the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from the date of the Order.
15. Filing and issuance of the drawn up order is dispensed with.
16. All concerned authorities to act on a copy of this order along with Scheme duly authenticated by the Company registrar, High Court (O.S.), Bombay.

(Ranjit More. J)

SCHEME OF AMALGAMATION

OF

**RELIANCE CLEAN ENERGY PRIVATE : TRANSFEROR COMPANY
LIMITED**

WITH

RELIANCE POWER LIMITED : TRANSFEREE COMPANY

AND THEIR RESPECTIVE SHAREHOLDERS

PREAMBLE

(A) Purpose of the Scheme

1. This Scheme of Amalgamation is presented under Sections 391 to 394 of the Companies Act, 1956 for merger of Reliance Clean Energy Private Limited (“RCEPL” or “the Transferor Company”) a wholly owned subsidiary of Reliance Power Limited (“the Transferee Company or “RPower”) into RPower, the Transferee Company.
2. This Scheme also provides for various other matters, consequential or otherwise, including, in particular, certain accounting policies to be followed by RPower.

(B) Rationale

1. RPower and RCEPL are part of Reliance Power Group (“the Group”). RCEPL is a wholly owned subsidiary of RPower.

2. Reliance Power Limited ('RPower') is engaged in the development, construction and operation of power generation projects with a combined planned capacity of 33,480 MW, the largest portfolio of private power generation assets under development in India. RCEPL was incorporated with the main object of carrying on the business of generation, purchase, production, manufacture, processing, import, development, storage, accumulation, transmission, distribution, sale, export or otherwise dealing in all aspects of electricity.
3. The merger of RCEPL with RPower is with a view to :
 - a. Reducing administrative cost;
 - b. Removing multiple layer inefficiencies; and
 - c. Achieving operational and management efficiency.

(C) Parts of the Scheme

The Scheme is divided into the following parts:

- (a) **PART 1** deals with the Definitions and Share Capital;
- (b) **PART 2** deals with the merger of the Transferor Company into the Transferee Company;
- (c) **PART 3** deals with Other Terms and Conditions.

PART 1

DEFINITIONS AND SHARE CAPITAL

1.1. DEFINITIONS

In this Scheme of Amalgamation, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1.1. **“Act” or “the Act”** means the Companies Act, 1956, or any statutory modification or re-enactment thereof for the time being in force;
- 1.1.2. **“Appointed Date”** means January 1, 2013 or such other date as may be decided by the High Court;
- 1.1.3. **“Board of Directors”** means the Board of Directors of the Transferee Company or the Transferor Company or both as the context may require and includes a committee thereof.
- 1.1.4. **“Court” or “High Court”** means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable;
- 1.1.5. **“Effective Date”** means the last of the dates on which the certified copies of the Order of the High Court of Judicature at Bombay sanctioning the Scheme of Amalgamation is filed with the Registrar of Companies, Maharashtra, Mumbai by the Transferor Company and the Transferee Company;
- 1.1.6. **“Extraordinary and / or Exceptional items”** means any items so considered by the Board of Directors for the time being of the Transferee Company and without limiting the generality of the foregoing, includes *inter-alia* the following with respect to the Transferee Company and any of its subsidiaries:
- (a) Impairment, amortization and / or write off / diminution in value of investments and other assets, both tangible and intangible including goodwill and prepaid expenses, if any;
 - (b) Costs/ expenses / charge / losses on account of write down of assets or any provisions or contingent liabilities or deferred tax liabilities which may be suffered by or be required to be accounted by the Transferee Company, pursuant to this Scheme or otherwise in the course of its business or in carrying out such restructuring of the operations of the Transferee Company or any of its subsidiaries as the Board of Directors of the Transferee Company consider necessary or proper;

- (c) Interest/ financial charges/ professional fees/ costs paid/payable for existing projects / divisions, setting up of new projects, acquisition of companies/ projects including costs associated with delay in projects and interest / financial charges/ professional fees paid/ payable upon refinancing of borrowings;
- (d) Any other costs/ expenses / charge / losses / provisions which in the opinion of the Board of Directors are extraordinary and exceptional.

1.1.7. **“General Reserves”** means uncommitted reserves, not being capital reserves, available without limitation for all purposes including but not limited to declaration of dividends and bonus shares;

1.1.8. **“RCEPL” or “the Transferor Company”** means Reliance Clean Energy Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400710;

1.1.9. **“RPower” or “the Transferee Company”** means Reliance Power Limited, a company incorporated under the Companies Act, 1956, and having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400710;

1.1.10. **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation in its present form as submitted to the Honorable High Court of Judicature at Bombay or this Scheme with such modification(s), if any made;

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

1.2. SHARE CAPITAL

1.2.1. The authorized, issued, subscribed and paid-up share capital of the Transferor Company is as under:

	Rupees
Authorised Capital	
60,10,000 equity shares of Rs. 10 each	601,00,000
Total	601,00,000
Issued, Subscribed & Paid Up Capital	
60,10,000 equity shares of Rs 10 each fully paid up	601,00,000
Total	601,00,000

The entire share capital of the Transferor Company is held by the Transferee Company and its nominees.

1.2.2. The authorized, issued, subscribed and paid-up share capital of the Transferee Company is as under:

Authorised Capital	Rupees
11,000,000,000 Equity Shares of Rs. 10 each	11,000,00,00,000
5,000,000,000 Preference Shares of Rs. 10 each	5,000,00,00,000
Total	16,000,00,00,000
Issued, Subscribed & Paid up Capital	
2,805,126,466 Equity Shares of Rs. 10 each fully paid-up	2,805,12,64,660
Total	2,805,12,64,660

1.3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme, set out herein in its present form or with any modifications(s) shall be effective from the Appointed Date unless the context requires otherwise.

PART 2

MERGER OF THE TRANSFEROR COMPANY INTO THE TRANSFeree COMPANY

2.1. TRANSFER AND VESTING OF UNDERTAKING

- 2.1.1. With effect from the opening of the business as on the Appointed Date, the entire business and whole of the undertakings of the Transferor Company including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as investments, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, and all other rights, title, interest, contracts, consents, approvals or powers of every kind, nature and description whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the High Court of Judicature at Bombay or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, shall stand transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.
- 2.1.2. The liabilities shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by the Transferee Company pursuant to the provisions of Sections 391 to 394 of the Act, so as to become the liabilities of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

2.2. CANCELLATION OF SHARE CAPITAL OF THE TRANSFEROR COMPANY

- 2.2.1. The entire issued, subscribed and paid-up share capital of the Transferor Company is held by the Transferee Company. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company and the share capital of the Transferor Company shall stand cancelled.
- 2.2.2. Upon the coming into effect of this Scheme, the share certificates, if any, and/or the shares in electronic form representing the shares held by the Transferee Company in the Transferor Company shall be deemed to be cancelled without any further act or deed for cancellation thereof by the Transferee Company.

2.3. ACCOUNTING TREATMENT

- 2.3.1. All assets and liabilities of the Transferor Company shall be recorded in the books of the Transferee Company at their respective book values as appearing in the books of the Transferor Company;
- 2.3.2. The excess arising on transfer of assets and liabilities as per clause 2.3.1 above would be credited to the 'General Reserve'. In case of there being a deficit, the same shall be debited by the Transferee Company to its General Reserve. Such General Reserve shall be a reserve which arises pursuant to this Scheme and shall not be and shall not for any purpose be considered to be a reserve created by the Transferee Company.
- 2.3.3. The investments in the equity share capital of the Transferor Company shall be written off by the Transferee Company in its Profit & Loss Account and the Transferee Company shall withdraw from its General Reserve, to the extent available, an amount to offset the said write off and credit the same to its profit and loss account.

- 2.3.4. If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Company and the Transferee Company and for the purpose of changes in accounting policies / estimates with respect to depreciation in the books of the Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in the General Reserve of the Transferee Company.
- 2.3.5. With effect from Appointed Date and for any of the financial years ending on or after the Appointed Date, the Board of Directors of the Transferee Company, may accumulate any unrealized losses / expenses or unrealised gains on account of derivative / hedging contracts whether the contracts were entered into by the Transferor Company or by the Transferee Company under the head “Unrealised Derivative Losses / Gains” to be reflected as a miscellaneous expenditure and / or as the case may be as a Reserve. On a transaction relating to a derivative or a hedge coming to an end and gain / loss becoming realized, the realized gain or loss shall be credited to or charged to the Profit and Loss Account or if considered more appropriate by the Board of Directors of the Transferee Company to the relevant asset or liability and the corresponding amount, if any, in the “Unrealised Derivative Losses / gains” Account shall also be similarly at the discretion of the Board of Directors be transferred to the Profit and Loss Account or to the relevant Asset / Liability.
- 2.3.6. With effect from Appointed Date and for any of the financial years ending on or after the Appointed Date, the Board of Directors of the Transferee Company may offset any realized / unrealized, losses / expenses/ charges on account of foreign exchange / derivative / hedging contracts whether pertaining to the Transferor Company or the Transferee Company by a corresponding withdrawal from General Reserve and may similarly at the discretion of the Board of Directors transfer to the General Reserve any realized / unrealized gains relating to such contracts.

- 2.3.7. With effect from Appointed Date and for any of the financial years ending on or after the Appointed Date, if considered appropriate by the Board of Directors of the Transferee Company any or all of the Extraordinary and Exceptional items may be adjusted against the General Reserves of the Transferee Company.
- 2.3.8. It is clarified that, as may be determined by the Board of Directors of the Transferee Company, the utilization of General Reserve for meeting any costs/ expenses / charge / losses as above shall be either by way of withdrawal from General Reserve and credit to profit & loss account or by way of direct charge of the said costs/ expenses / charge / losses to the General Reserve.
- 2.3.9. Notwithstanding the adjustment of any extraordinary or exceptional items (including capital work in progress) against the general reserves of the company, the Board may credit the profit and loss account by the amount if any, of write back of such extraordinary or exceptional items, as may be deemed appropriate, in the year of such write back.
- 2.3.10. If thought fit by the Board of Directors of the Transferee Company, the aforesaid accounting treatment may be followed in respect of any accounts including consolidated accounts prepared by the Transferee Company under any law or regulation in force on or after the Appointed.

2.4. BUSINESS AND PROPERTY IN TRUST FOR THE TRANSFEE COMPANY

- 2.4.1. During the period between the Appointed Date and the Effective Date,
- (a) The Transferor Company shall carry on and deemed to have carried on its business and activities and shall stand possessed of their entire business and undertakings, in trust for the Transferee Company and shall account for the same to the Transferee Company.

- (b) All the income or profits accruing or arising to the Transferor Company and all costs, charges, expenses or losses incurred by the Transferor Company shall for all purposes be treated the income, profits, costs, charges, expenses and losses as the case may be of the Transferee Company.
- (c) The Transferor Company shall carry on their business and activities with reasonable diligence and business prudence and shall not alter or diversify their respective businesses nor venture into any new businesses, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Boards of Directors of the Transferor Company and the Transferee Company.

2.4.2. The Transferor Company shall not utilise the profits or income for the purpose of declaring or paying any dividend or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of the Transferee Company.

2.4.3. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government(s) and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.

2.5. PENDING SUITS, ETC.

2.5.1. If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation by anything contained

in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

2.6. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 2.6.1. Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which, the Transferor Company is a party subsisting or having effect immediately before the Scheme coming into effect shall be in full force and effect against or in favour of the Transferee Company, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

2.7. SAVING OF CONCLUDED TRANSACTIONS

- 2.7.1. The transfer of properties and liabilities under Clause 2.1 above and the continuance of proceedings by or against the Transferee Company under Clause 2.5 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

2.8. STAFF, WORKMEN & EMPLOYEES

- 2.8.1. On the Scheme becoming operative, all staff, workmen and employees of the Transferor Company in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Company on the Effective Date.
- 2.8.2. It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of the Transferor Company shall become the trusts/ funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

2.9. WINDING UP

- 2.9.1. On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up.

PART 3

OTHER TERMS AND CONDITIONS

3.1. APPLICATION TO HIGH COURT

- 3.1.1. The Transferor Company and the Transferee Company shall as may be required make applications and/or petitions under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Court of Judicature at Bombay for sanction of this Scheme and all matters ancillary or incidental thereto.

3.2. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 3.2.1. The Transferor Company and the Transferee Company by their respective Board of Directors may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Court and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) subject to the approval of the Hon'ble High Court or any other authorities under applicable law. The Transferor Company and the Transferee Company by their respective Board of Directors be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

3.3. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- 3.3.1. The Scheme being approved by the requisite majorities in number and value of such classes of persons including the members and / or creditors of the Transferor

Company as may be directed by the Hon'ble High Court of Judicature at Bombay or any other competent authority, as may be applicable.

- 3.3.2. The Scheme being sanctioned by the High Court of Judicature at Bombay or any other authority under Sections 391 to 394 of the Act.
- 3.3.3. Certified copies of the Orders of the High Court of Judicature at Bombay sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra, at Mumbai by the Transferor Company and the Transferee Company.

Provided however that any party including, in particular, the Transferee Company may for the purpose of the finalizing its accounts and all associated purposes give effect to the Scheme even pending the compliance of clauses 3.3.2 & 3.3.3 hereof on condition that the fact of such effect having been given pending such compliance and the consequential changes carried out shall be disclosed in such accounts.

3.4. EFFECT OF NON-RECEIPT OF APPROVALS

- 3.4.1. In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/ or the Scheme not being sanctioned by the Bombay High Court or such other competent authority and / or the Order not being passed as aforesaid before December 31, 2013 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their Boards of Directors (and which the Boards of Directors of the companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or

worked out as is specifically provided in the Scheme or as may otherwise arise in law.

3.5. COSTS, CHARGES & EXPENSES

- 3.5.1. All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of, or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Transferee Company.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
COMPANY SCHEME PETITION NO. 71 OF 2013
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTIONS NO 11 OF 2013

In the matter of the Companies Act 1956 (1 of 1956),
AND

In the matter of Sections 391 to 394 of the Companies Act, 1956;
AND

In the matter of Scheme of Amalgamation

of

Reliance Clean Energy Private Limited ("RCEPL" or "the Transferor
Company")

with

Reliance Power Limited ("RPower" or "the Transferee Company")

and

their respective shareholders

RELIANCE CLEAN ENERGY PRIVATE LIMITED

.....Petitioner Company.

**Authenticated copies of Minutes of Order dated April 5, 2013
along with the Scheme of Amalgamation**

M/S RAJESH SHAH & CO.
Advocates for the Petitioner
16, Oriental Building,
30, Nagindas Master Road, Flora Fountain,
Mumbai - 400001

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO 94 OF 2014
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO 83 OF 2014

In the matter of the Companies Act, 1956 (1 of 1956);

AND

In the matter of Sections 391 to 394 of the Companies Act, 1956;

AND

In the matter of Scheme of Amalgamation of
Reliance Clean Power Private Limited
with
Reliance Power Limited
and
their respective shareholders

RELIANCE CLEAN POWER PRIVATE LIMITED

..... Petitioner Company

Called for Hearing

Ms. Alpana Ghone and Mr. Rajesh Shah with Mr. Chandrakant Mhadeshwar i/b Rajesh Shah & Co., Advocates for the Petitioner in the Petition.

Mr. R. D. Gupta Dy. Official Liquidator present.

Mr. C. J. Joy i/b Mr. H.P. Chaturvedi for Regional Director.

CORAM: G. S. Patel, J.

DATE: 9th May, 2014

1. Heard counsel for the parties. No objector has come before the court to oppose the Scheme and nor any party has controverted any averments made in the Petition.
2. The sanction of the Court is sought under Sections 391 to 394 of the Companies Act, 1956, to the Scheme of Amalgamation of


Reliance Clean Power Private Limited with Reliance Power Limited and their respective shareholders.

3. Learned Counsel for the Petitioner states that the Petitioner in Company Scheme Petition No. 94 of 2014 is engaged in the business of transmission and distribution of power and the Transferee Company is engaged in the development, construction and operation of power generation projects and has the largest portfolio of private power generation assets under development in India. The rationale for the Scheme is to reduce managerial overlaps, which are necessarily involved in running multiple entities, reduce administrative cost, remove multiple layer inefficiencies and achieving operational and management efficiency. The Petitioner Company and the Transferee Company approved the said Scheme by passing Board Resolutions which are annexed to the Company Scheme Petitions.
4. Learned Counsel for the Petitioner further states that since the Petitioner Company is a wholly owned subsidiary of the Transferee Company and all the shares of the Petitioner Company are presently held by the Transferee Company, Reliance Power Limited along with its nominees and after the Scheme being sanctioned, no new shares are required to be issued to the members of the Petitioner Company by the Transferee Company and there would be no reorganization of the Share Capital in the Transferee Company and also in view of the judgment of this Court in Mahaamba Investments Limited Versus IDI Limited (2001) 105 Company Cases, filing of a separate Company Summons for Direction and Company Scheme Petition by Reliance Power Limited, the Transferee Company was dispensed with, by order dated 14th February, 2014 passed in CSD NO. 83 of 2014.

5. The learned Counsel for the Petitioner further states that, Petitioner company have complied with all the directions passed in Company Summons for Direction and that the Company Scheme Petition have been filed in consonance with the orders passed in Company Summons for Direction.
6. The learned counsel appearing on behalf of the Petitioner has stated that the Petitioner has complied with all requirements as per directions of this Court and they have filed necessary affidavits of compliance in the Court. Moreover, Petitioner Company undertakes to comply with all statutory requirements, if any, as required under the Companies Act, 1956 / 2013 and the Rules made there under which are applicable. The said undertaking is accepted.
7. The Regional Director has filed an affidavit on 02/05/2014 stating therein that save and except as stated in paragraph 6 (a) and (b) of the said affidavit, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph 6 of the said affidavit it is stated that:

a) Clause 2.3 of the scheme provides of accounting treatment and clause 2.3.3. of the scheme further provides that the excess arising on transfer of assets and liabilities as per clause 2.3.1 and after giving effect to clause 2.3.2 of the scheme would be considered to form part of the Capital Reserve of the Transferee Company, such capital reserve shall be a reserve which arises pursuant to this scheme and shall not for any purpose, be considered to be reserve created by the Transferee Company. In this regard it is submitted that such reserve shall not form part of free reserve of Transferee Company.

b) Clause 2.3 of the scheme provides for accounting treatment. In this regard, it is further submitted that in addition to compliance of AS 14 Transferee Company shall pass such accounting entries as may be necessary in connection with the scheme to comply with other applicable accounting standards."

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8. As far as observation made in paragraph 6(a) of the Affidavit of the Regional Director, the Petitioner Company/Transferee Company through their counsel undertakes that the capital reserve created pursuant to the merger will not form part of free reserve of the Transferee Company.
9. In so far as observations made in paragraph 6(b) of the Affidavit of the Regional Director, the Petitioner Company/Transferee Company through their counsel undertakes to follow the accounting treatment provided in the Scheme and to comply with the requirements of the relevant applicable accounting standards.
10. The Learned Counsel for Regional Director on instructions of Mr. M. Chandanamuthu, Joint Director (Legal) in the office of the Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai have not raised any further objections to the submissions made by the Petitioner Company. The said submissions and undertakings of the Petitioner Company are accepted.
11. The Official Liquidator has filed his report on 22/04/2014 in the Company Scheme Petition stating therein that the affairs of the Petitioner Company have been conducted in a proper manner and that the Petitioner Company may be ordered to be dissolved by this Court.
12. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme.
13. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition filed by the Petitioner Company are made absolute in terms of prayer clauses (a), (c) & (d).

14. The Petitioner Company to lodge a copy of this order and the Scheme, duly authenticated by the Company Registrar, High Court (O.S.), Bombay with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the Order.
15. Petitioner is directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with E-Form 21 / E-Form INC-28 in addition to physical copy as per the relevant provisions of the Companies Act, 1956 / 2013.
16. The Petitioner Company in the Company Scheme Petition to pay costs of Rs. 10,000/- each to the Regional Director, Western Region, Mumbai and the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from the date of the order.
17. Filing and issuance of the drawn up order is dispensed with.
18. All concerned authorities to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O. S.), Bombay

(G. S. Patel, J)

TRUE-COPY
15/05/2014
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

TRUE COPY
15-5-2014
Section Officer
High Court, Appellate Side
Bombay

SCHEME OF AMALGAMATION

OF

RELIANCE CLEAN POWER PRIVATE : TRANSFEROR COMPANY
LIMITED

WITH

RELIANCE POWER LIMITED : TRANSFEREE COMPANY

AND THEIR RESPECTIVE SHAREHOLDERS

PREAMBLE

(A) Purpose of the Scheme

This Scheme of Amalgamation is presented under Sections 391 to 394 of the Companies Act, 1956 for merger of Reliance Clean Power Private Limited ("RCPPL" or "the Transferor Company") with Reliance Power Limited ("the Transferee Company or "RPower").

(B) Rationale

1. RPower and RCPPL are part of Reliance Power Group ("the Group"). RCPPL is a step-down wholly subsidiary of RPower held through Reliance CleanGen Limited and itself.
2. Reliance Power Limited ('RPower') is engaged in the development, construction and operation of power generation projects and has a large portfolio of private power generation assets under development in India. RCPPL is establishing a 45MW wind based power project at Vashpet village, Sangli, Maharashtra.
3. The merger of RCPPL with RPower is with a view to :
 - a. Reduce managerial overlaps, which are necessarily involved in running multiple entities;
 - b. Reduce administrative cost;

- c. Remove multiple layer inefficiencies; and
- d. Achieving operational and management efficiency.

(C) Parts of the Scheme

The Scheme is divided into the following parts:

- (a) **PART 1** deals with the Definitions and Share Capital;
- (b) **PART 2** deals with the merger of the Transferor Company into the Transferee Company;
- (c) **PART 3** deals with Other Terms and Conditions.

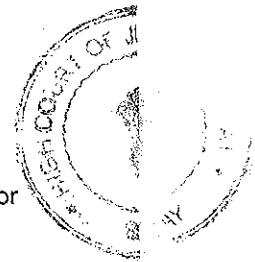
PART 1

DEFINITIONS AND SHARE CAPITAL

1.1. DEFINITIONS

In this Scheme of Amalgamation, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1.1. **"Act" or "the Act"** means the Companies Act, 1956, or any statutory modification(s) or re-enactment(s) thereof for the time being in force;
- 1.1.2. **"Appointed Date"** means April 1, 2012 or such other date as may be decided by the High Court;
- 1.1.3. **"Board of Directors"** means the Board of Directors of the Transferee Company or the Transferor Company or both as the context may require and includes a committee thereof.
- 1.1.4. **"Court" or "High Court"** means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable;
- 1.1.5. **"Effective Date"** means the last of the dates on which the certified copies of the Order of the High Court of Judicature at Bombay sanctioning the Scheme of Amalgamation is filed with the Registrar of Companies, Maharashtra, Mumbai by the Transferor Company and the Transferee Company. References in this



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Scheme to date of "coming into effect of this Scheme" or "upon the Scheme becoming effective" and other similar expressions shall mean the Effective Date;

1.1.6. "RCPPL" or "the Transferor Company" means Reliance Clean Power Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400710;

1.1.7. "RPower" or "the Transferee Company" means Reliance Power Limited, a company incorporated under the Companies Act, 1956, and having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400710;

1.1.8. "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form as submitted to the Honorable High Court of Judicature at Bombay or this Scheme with such modification(s), if any made;

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

1.2. SHARE CAPITAL

1.2.1. The authorized, issued, subscribed and paid-up share capital of the Transferor Company as on March 31, 2013 was as under:

	Rupees
Authorised Capital	
10,00,000 equity shares of Rs 10 each	1,00,00,000
10,00,000 preference shares of Rs 10 each	1,00,00,000
Total	2,00,00,000

Issued, Subscribed & Paid Up Capital	
5,23,000 equity shares of Rs 10 each fully paid up	52,30,000
5,13,000 7.5% Non-cumulative non-convertible redeemable preference shares of Rs 10 each fully paid up	51,30,000
Total	1,03,60,000

There has been no change in the capital structure of the Transferor Company subsequent to March 31, 2013.

- 1.2.2. The authorized, issued, subscribed and paid-up share capital of the Transferee Company as on March 31, 2013 was as under:

Authorised Capital	Rupees
11,000,000,000 Equity Shares of Rs. 10 each	11,000,00,00,000
5,000,000,000 Preference Shares of Rs. 10 each	5,000,00,00,000
Total	16,000,00,00,000
Issued, Subscribed & Paid up Capital	
2,805,126,466 Equity Shares of Rs. 10 each fully paid-up	2,805,12,64,660
Total	2,805,12,64,660

There has been no change in the capital structure of the Transferee Company subsequent to March 31, 2013.

1.3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme, set out herein in its present form or with any modifications(s) shall be effective from the Appointed Date unless the context requires otherwise.

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PART 2

MERGER OF THE TRANSFEROR COMPANY INTO THE TRANSFeree COMPANY

2.1. TRANSFER AND VESTING OF UNDERTAKING

2.1.1. With effect from the opening of the business as on the Appointed Date, the entire business and whole of the undertakings of the Transferor Company including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as investments, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, and all other rights, title, interest, contracts, consents, approvals or powers of every kind, nature and description whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the High Court of Judicature at Bombay or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, stand transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.

2.1.2. The liabilities shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by the Transferee Company pursuant to the provisions of Sections 391 to 394 of the Act, so as to become the liabilities of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

2.2. CANCELLATION OF SHARE CAPITAL OF THE TRANSFEROR COMPANY

2.2.1. The entire issued, subscribed and paid-up share capital of the Transferor Company is or will be held by the Transferee Company. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company and the share capital

including authorized share capital, issued, subscribed and paid-up share capital of the Transferor Company shall stand cancelled.

(b)

- 2.2.2. Upon the coming into effect of this Scheme, the share certificates, if any, and/or the shares / depository receipts in electronic form representing the shares held by the Transferee Company or by its wholly owned subsidiary in the Transferor Company shall be deemed to be cancelled without any further act or deed for cancellation thereof by the Transferee Company or its wholly owned subsidiary.

(c)

2.3. ACCOUNTING TREATMENT

- 2.3.1. All assets and liabilities of the Transferor Company shall be recorded in the books of the Transferee Company at their respective fair values;

- 2.3.2. Intercompany investments, balances and transactions, if any, shall be cancelled.

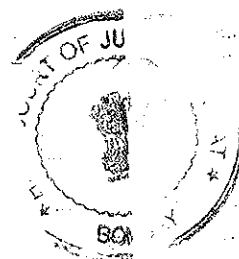
- 2.3.3. The excess arising on transfer of assets and liabilities as per Clause 2.3.1 and after giving effect to clause 2.3.2 above would be considered to form part of the 'Capital Reserve' of the Transferee Company. Such Capital Reserve shall be a reserve which arises pursuant to this Scheme and shall not be, for any purpose, be considered to be a reserve created by the Transferee Company.

- 2.3.4. If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Company and the Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in its Capital Reserve.

2.4. BUSINESS AND PROPERTY IN TRUST FOR THE TRANSFEE COMPANY

- 2.4.1. During the period between the Appointed Date and the Effective Date,

- (a) The Transferor Company shall carry on and deemed to have carried on its business and activities and shall stand possessed of their entire



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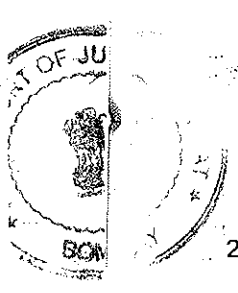
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business and undertakings, in trust for the Transferee Company and shall account for the same to the Transferee Company.

- (b) All the income or profits accruing or arising to the Transferor Company and all costs, charges, expenses or losses incurred by the Transferor Company shall for all purposes be treated the income, profits, costs, charges, expenses and losses as the case may be of the Transferee Company.
- (c) The Transferor Company shall carry on their business and activities with reasonable diligence and business prudence and shall not alter or diversify their respective businesses nor venture into any new businesses, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Boards of Directors of the Transferor Company and the Transferee Company.



2.4.2. The Transferor Company shall not utilise the profits or income for the purpose of declaring or paying any dividend or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of the Transferee Company.

2.4.3. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government(s) and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.

2.5. PENDING SUITS, ETC.

2.5.1. If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation by anything

contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

2.6. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 2.6.1. Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which, the Transferor Company is a party subsisting or having effect immediately before the Scheme coming into effect shall be in full force and effect against or in favour of the Transferee Company, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.



2.7. SAVING OF CONCLUDED TRANSACTIONS

- 2.7.1. The transfer of properties and liabilities under Clause 2.1 above and the continuance of proceedings by or against the Transferee Company under Clause 2.5 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

2.8. STAFF, WORKMEN & EMPLOYEES

- 2.8.1. On the Scheme becoming operative, all staff, workmen and employees of the Transferor Company in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be

less favourable than those applicable to them with reference to the Transferor Company on the Effective Date.

- 2.8.2. It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of the Transferor Company shall become the trusts/ funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

2.9. WINDING UP

- 2.9.1. On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up.

PART 3

OTHER TERMS AND CONDITIONS

3.1. APPLICATION TO HIGH COURT

- 3.1.1. The Transferor Company and the Transferee Company shall as may be required make applications and/or petitions under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Court of Judicature at Bombay for sanction of this Scheme and all matters ancillary or incidental thereto.

3.2. MODIFICATION OR AMENDMENTS TO THE SCHEME

3.2.1. The Transferor Company and the Transferee Company by their respective Board of Directors may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Court and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) subject to, where applicable, the approval of the Hon'ble High Court or any other authorities under applicable law. The Transferor Company and the Transferee Company by their respective Board of Directors be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.



3.3. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

3.3.1. The entire shareholding of the Transferor Company being transferred to the Transferee Company and its nominees.

3.3.2. The Scheme being approved by the requisite majorities in number and value of such classes of persons including the members and / or creditors of the Transferor Company as may be directed by the Hon'ble High Court of Judicature at Bombay or any other competent authority, as may be applicable.

3.3.3. The Scheme being sanctioned by the High Court of Judicature at Bombay or any other authority under Sections 391 to 394 of the Act.

3.3.4. Certified copies of the Orders of the High Court of Judicature at Bombay sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra, at Mumbai by the Transferor Company and the Transferee Company.

3.4. EFFECT OF NON-RECEIPT OF APPROVALS

3.4.1. In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/ or the Scheme not being sanctioned by the Bombay High Court or such other competent authority and / or the Order not being passed as aforesaid before March 31, 2014 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their Boards of Directors (and which the Boards of Directors of the companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

3.5. COSTS, CHARGES & EXPENSES

3.5.1. All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of, or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Transferee Company.

TRUE-COPY
15/05/2014
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

Certified to be TRUE COPY
For RAJESH SHAH & CO.
Rajesh Shah
Advocate for the Petitioner/Applicant

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO. 94 OF 2014
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO.83 OF 2014
In the matter of Companies Act, 1956 (1 of 1956);

AND

In the matter of Sections 391 to 394 of the Companies Act,
1956;

AND

In the matter of Scheme of Amalgamation

of

Reliance Clean Power Private Limited

with

Reliance Power Limited

and

their respective shareholders

RELIANCE CLEAN POWER PRIVATE LIMITED

..... Petitioner Company

Authenticated Copy of the Minutes of Order dated 9th
May, 2014 along with Scheme of Amalgamation.

Deposited on 13/05/2014
Impressed on 15/05/2014
Section Writer _____
Folio _____
Examined by (Signature)
Compared with (Signature)
Ready on 15/05/2014
Filed on 16/05/2014

M/S RAJESH SHAH & CO
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