

February 9, 2023

BSE Limited
P J Towers,
Dalal Street,
Mumbai – 400001

National Stock Exchange of India Limited
Exchange plaza,
Bandra-Kurla Complex,
Bandra (E)
Mumbai – 400051.

Scrip Code: 533096

Scrip Code: ADANIPOWER

Dear Sir,

Sub: Intimation under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Update on the Scheme of Arrangement

Dear Sir,

We would like to inform that the Hon'ble National Company Law Tribunal, Bench at Ahmedabad ["NCLT"] has sanctioned the Scheme of Amalgamation of Six Wholly Owned Subsidiary Companies of Adani Power Limited ("**APL**"), viz. (i) Adani Power Maharashtra Limited; (ii) Adani Power Rajasthan Limited; (iii) Udupi Power Corporation Limited; (iv) Raipur Energen Limited; (v) Raigarh Energy Generation Limited; and (vi) Adani Power (Mundra) Limited with APL (the "**Scheme**") on February 8, 2023. A copy of the Order of the NCLT sanctioning the Scheme is attached herewith.

You are requested to take above submission on your record.

Thanking you.

Yours faithfully,
For **Adani Power Limited**

Deepak S Pandya
Company Secretary

Encl.: as above

IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD
DIVISION BENCH
COURT - 1

ITEM No. 105
C.P.(CAA)/78(AHM)2022 in
C.A.(CAA)/51(AHM)2022

Order under Section 230-232 of Co. Act, 2013

IN THE MATTER OF:

Adani Power Maharashtra Ltd
Adani Power Rajasthan Ltd
Udupi Power Corporation Ltd
Raipur Energen Ltd
Raigarh Energy Generation Ltd
Adani Power (Mundra) Ltd
Adani Power Ltd

.....Applicants

Order delivered on: 08/02/2023

Coram:

Dr. Madan B. Gosavi, Hon'ble Member(J)
Mr.Kaushalendra Kumar Singh, Hon'ble Member(T)

PRESENT:

For the Applicant :
For the Respondent :

ORDER

The case is fixed for the pronouncement of the order. The order is pronounced in open Court vide separate sheet.

-SD-

KAUSHALENDRA KUMAR SINGH
MEMBER (TECHNICAL)

-SD-

DR. MADAN B GOSAVI
MEMBER (JUDICIAL)

Rajeev Kr. Sen/Stenographer

**IN THE NATIONAL COMPANY LAW TRIBUNAL,
AHMEDABAD BENCH
COURT-I**

**C.P. (CAA)/78 (AHM) 2022
CONNECTED WITH
C.A. (CAA)/51 (AHM) 2022**

In the matter of :-

Adani Power Maharashtra Limited

(CIN: U40101GJ2007PLC050506)

A company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat – 382 421, India

**.... Petitioner Company 1/
First Transferor Company**

Adani Power Rajasthan Limited

(CIN: U40104GJ2008PLC052743)

A company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat – 382 421, India.

**.... Petitioner Company 2/
Second Transferor Company**

Udupi Power Corporation Limited

(CIN: U31909GJ1996PLC125650)

A company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat – 382 421, India.

**.... Petitioner Company 3/
Third Transferor Company**

Raipur Energen Limited

(CIN: U40108GJ2008PLC116835)

A company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat – 382 421, India.

Raigarh Energy Generation Limited

(CIN: U40102GJ1995PLC114182)

A company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat – 382 421, India

Adani Power (Mundra) Limited

(CIN: U40300GJ2015PLC082295)

A company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat – 382 421, India.

With

Adani Power Limited

(CIN: L40100GJ1996PLC030533)

A company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat – 382 421, India.

**.... Petitioner Company 4/
Fourth Transferor Company**

**.... Petitioner Company 5/
Fifth Transferor Company**

**... Petitioner Company 6/
Sixth Transferor Company**

**... Petitioner Company 7/
Transferee Company**

Order Reserved On: 04.01.2023
Order Pronounced On: 08.02.2023

Coram: DR. MADAN B. GOSAVI, MEMBER (JUDICIAL)

KAUSHALENDRA KUMAR SINGH, MEMBER (TECHNICAL)

Appearance:

For the Petitioners : Mr. Sandeep Singhi, Advocate, for M/s. Singhi & Co.,
for the Petitioner Companies.

ORDER

1. The present joint Company Petition has been filed by the Petitioner Companies under sections 230-232 of the Companies Act, 2013 (“Act”) read with Rule 3 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“Rules”) seeking approval of the proposed Scheme of Amalgamation of Adani Power Maharashtra Limited (“**Petitioner/Transferor Company 1**”), Adani Power Rajasthan Limited (“**Petitioner/Transferor Company 2**”), Udupi Power Corporation Limited (“**Petitioner/Transferor Company 3**”), Raipur Energen Limited (“**Petitioner/Transferor Company 4**”), Raigarh Energy Generation Limited (“**Petitioner/Transferor Company 5**”), Adani Power (Mundra) Limited (“**Petitioner/Transferor Company 6**”) and Adani Power Limited (“**Petitioner/Transferee Company 7**”) (“hereinafter referred to as “Scheme”). The Petitioner Company 1 to Petitioner Company 7 are collectively referred to as Petitioner Companies.

2. The Petitioner Companies had filed the Joint Company Application before this Tribunal being C.A. (CAA)/51 (AHM) 2022 for the following:

PETITIONER COMPANY 1

(a) Dispensation of the meeting of the Equity Shareholders of the Petitioner Company 1 for the purpose of considering and if thought fit, approving with or without modification(s), the Scheme;

(b) Convening of separate meetings of the Secured Creditors and the Unsecured Creditors of the Petitioner Company 1, for the purpose of considering and, if thought fit, approving with or without modification(s), the Scheme;

PETITIONER COMPANY 2

(a) Dispensation of the meeting of the Equity Shareholders of the Petitioner Company 2 for the purpose of considering and if thought fit, approving with or without modification(s), the Scheme;

(b) Convening of separate meetings of the Secured Creditors and the Unsecured Creditors of the Petitioner Company 2, for the purpose of considering and, if thought fit, approving with or without modification(s), the Scheme;

PETITIONER COMPANY 3

(a) Dispensation of the meeting of the Equity Shareholders of the Petitioner Company 3 for the purpose of considering and if thought fit, approving with or without modification(s), the Scheme;

(b) Convening of separate meetings of the Secured Creditors and the Unsecured Creditors of the Petitioner Company 3, for the purpose of considering and, if thought fit, approving with or without modification(s), the Scheme;

PETITIONER COMPANY 4

(a) Dispensation of the meeting of the Equity Shareholders of the Petitioner Company 4 for the purpose of considering and if thought fit, approving with or without modification(s), the Scheme;

(b) Convening of separate meetings of the Secured Creditors, Preference Shareholders and the Unsecured Creditors of the Petitioner Company 4, for the purpose of considering and, if thought fit, approving with or without modification(s), the Scheme;

PETITIONER COMPANY 5

(a) Dispensation of the meeting of the Equity Shareholders of the Petitioner Company 5 for the purpose of considering and if thought fit, approving with or without modification(s), the Scheme;

(b) Convening of separate meetings of the Secured Creditors and the Unsecured Creditors of the Petitioner Company 5, for the purpose of considering and, if thought fit, approving with or without modification(s), the Scheme;

PETITIONER COMPANY 6

(a) Dispensation of the meeting of the Equity Shareholders and the Preference Shareholders of the Petitioner Company 6 for the purpose of considering and if thought fit, approving with or without modification(s), the Scheme;

(b) Convening of separate meetings of the Secured Creditors and the Unsecured Creditors of the Petitioner Company 6, for the purpose of considering and, if thought fit, approving with or without modification(s), the Scheme;

PETITIONER COMPANY 7

(a) Convening of separate meetings of the Equity Shareholders, the Secured Creditors and the Unsecured Creditors of the Petitioner Company 7, for the

purpose of considering and, if thought fit, approving with or without modification(s), the Scheme.

3. This Tribunal by its order dated 20 September 2022 read with order dated 12 October 2022, passed on speaking to minutes (hereinafter referred to as “**Orders**”), *inter alia*:

(a) dispensed with the meeting of the Equity Shareholders of the Petitioner Company 1;

(b) directed convening of the meetings of the Secured Creditors and the Unsecured Creditors of the Petitioner Company 1 be held on Tuesday, 1 November 2022 at 11:00 a.m. (1100 hours) and on Wednesday, 2 November 2022 at 10:00 a.m. (1000 hours);

(c) dispensed with the meeting of the Equity Shareholders of the Petitioner Company 2;

(d) directed convening of the meetings of the Secured Creditors and the Unsecured Creditors of the Petitioner Company 2 be held on Tuesday, 1 November 2022 at 11:45 a.m. (1145 hours) and on Wednesday, 2 November 2022 at 10:45 a.m. (1045 hours);

(e) dispensed with the meeting of the Equity Shareholders of the Petitioner Company 3;

(f) directed convening of the meetings of the Secured Creditors and the Unsecured Creditors of the Petitioner Company 3 be held on Tuesday, 1 November 2022 at 12:30 p.m. (1230 hours) and on Wednesday, 2 November 2022 at 11:30 a.m. (1130 hours);

(g) dispensed with the meeting of the Equity Shareholders of the Petitioner Company 4;

(h) directed convening of the meetings of the Secured Creditors, the Preference Shareholders and the Unsecured Creditors of the Petitioner Company 4 be held on Tuesday, 1 November 2022 at 1:15 p.m. (1315 hours), at 2:00 p.m. (1400 hours) and on Wednesday, 2 November 2022 at 12:15 p.m. (1215 hours);

(i) dispensed with the meeting of the Equity Shareholders of the Petitioner Company 5;

(j) directed convening of the meetings of the Secured Creditors and the Unsecured Creditors of the Petitioner Company 5 be held on Tuesday, 1 November 2022 at 2:45 p.m. (1445 hours) and on Wednesday, 2 November 2022 at 1:00 p.m. (1300 hours);

(k) dispensed with the meeting of the Equity Shareholders and the Preference Shareholders of the Petitioner Company 6;

(l) directed convening of the meetings of the Secured Creditors and the Unsecured Creditors of the Petitioner Company 6 be held on Tuesday, 1 November 2022 at 3:30 p.m. (1530 hours) and on Wednesday, 2 November 2022 at 1:45 p.m. (1345 hours); and

(m) directed convening of the meetings of the Equity Shareholders, the Secured Creditors and the Unsecured Creditors of the Petitioner Company 7 be held on Tuesday, 1 November 2022 at 10:00 a.m. (1000 hours), at 4:15 p.m. (1615 hours) and on Wednesday, 2 November 2022 at 2:30 p.m. (1430 hours).

respectively, through VC (**“Video Conferencing”**)/OAVM (**“Other Audio-Visual Means”**).

4. This Tribunal further directed the said Petitioner Companies to send notices under Section 230 (5) of the Companies Act, 2013 (**“Act”**) to:

- (i) Central Government through, Regional Director, North-Western Region (by all the Petitioner Companies);
- (ii) Registrar of Companies, Gujarat (by all the Petitioner Companies);
- (iii) concerned Income-Tax Authorities (by all the Petitioner Companies);
- (iv) Official Liquidator (by all the Petitioner Companies);
- (v) BSE Limited (by Petitioner Company 7);
- (vi) National Stock Exchange India Limited (by Petitioner Company 7).

5. Notices of the meetings were sent individually to the Equity Shareholders (of Petitioner Company 7), the Secured Creditors (of all the Petitioner Companies), the Preference Shareholders (of Petitioner Company 4) and the Unsecured Creditors (of all the Petitioner Companies) pursuant to the Orders, together with a copy of the Scheme, a copy of the Explanatory Statement required to be furnished under Sections 230(3), 232(1) and (2) and Section 102 of the Act read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. The notices of meetings were also advertised as directed by this Tribunal vide its orders in English Daily, “Indian Express”, All Editions (by Petitioner Company 7) on 29 September 2022, in English Daily, “Indian Express”, Ahmedabad Edition (by Petitioner Company 1 to 6) on 29 September 2022 and Gujarati translation thereof in “Sandesh”, Ahmedabad Edition (by all the Petitioner Companies) on 29 September 2022.

6. Hon’ble Mr. Justice K.A. Puj, former judge of the High Court of Gujarat, the Chairman of the meetings of the Equity Shareholders (of Petitioner Company 7), the Secured Creditors (of all the Petitioner Companies) and the Preference Shareholders (of Petitioner Company 4) has already filed the requisite affidavit dated 17 October 2022, in respect of service of notices and publication of advertisements of the said notice amongst others.

7. Hon'ble Mr. Justice J.C. Upadhyaya, former judge of the High Court of Gujarat, the Chairman of the meetings of the Unsecured Creditors (of all the Petitioner Companies) has already filed the requisite affidavit dated 17 October 2022, in respect of notices and publication of advertisements of the said notice.

8. On 1 November 2022 the meetings of the Equity Shareholders (of Petitioner Company 7), the Secured Creditors (of all the Petitioner Companies) and the Preference Shareholders (of Petitioner Company 4) was held wherein the Chairman appointed by this Tribunal for the meetings of the Secured Creditors (of all the Petitioner Companies) and the Preference Shareholders (of Petitioner Company 4) received letters from majority in number of the Secured Creditors (of all the Petitioner Companies) and the Preference Shareholders (of Petitioner Company 4) requesting for adjournment of the meetings through voice vote. Upon ascertaining requisite voting through voice vote by the Secured Creditors (of all the Petitioner Companies) and the Preference Shareholders (of Petitioner Company 4) the meetings were adjourned.

The arrangement embodied in the Scheme was approved by a requisite majority of persons representing three-fourths in value of the Equity Shareholders of the Petitioner Company 7.

9. The Chairman's Report dated 2 November 2022 filed by Hon'ble Mr. Justice K.A. Puj (former judge of the High Court of Gujarat) is also filed before this Hon'ble Tribunal.

10. The arrangement embodied in the Scheme was approved unanimously by the Unsecured Creditors of all the Petitioner Companies at the meetings held on 2 November 2022.

11. The Chairman's Report dated 3 November 2022 filed by Hon'ble Mr. Justice J.C. Upadhyaya (former judge of the High Court of Gujarat) is also filed before this Hon'ble Tribunal.

12. Further Notices of the adjourned meetings dated 9 November 2022 were sent individually to the Secured Creditors (of all the Petitioner Companies) and the Preference Shareholders (of Petitioner Company 4) informing about the date and time of the adjourned meetings. The adjourned meetings for the Petitioner Companies were convened and held on Tuesday, 29 November 2022.

13. Hon'ble Mr. Justice K.A. Puj, former judge of the High Court of Gujarat, the Chairman of the adjourned meetings of the Secured Creditors (of all the Petitioner Companies) and the Preference Shareholders (of Petitioner Company 4) has already filed the requisite additional affidavit dated 14 November 2022, in respect of service of further notices.

14. The adjourned meetings of the Secured Creditors (of all the Petitioner Companies) and the Preference Shareholders (of the Petitioner Company 4) were held on Tuesday, 29 November 2022.

15. The arrangement embodied in the Scheme was approved unanimously by the Secured Creditors (of all the Petitioner Companies) and the Preference Shareholders (Petitioner Company 4) at the adjourned meetings held on 29 November 2022.

16. The Chairman's Report dated 30 November 2022 filed by Hon'ble Mr. Justice K.A. Puj (former judge of the High Court of Gujarat) is also filed before this Hon'ble Tribunal.

17. The Petitioner Companies, thereafter, filed C.P. (CAA)/78 (AHM) 2022, seeking sanction of the Scheme. The Tribunal by its order dated 12 December 2022 admitted the aforesaid joint company petition and directed the issuance of notice of hearing of the petition to the statutory authorities as mentioned in the said order dated 12 December 2022.

The Tribunal also directed publication of notice of hearing of the petitions in English Daily, "Indian Express", All Editions and Gujarati Translation thereof in "Sandesh", Ahmedabad Edition.

18. Pursuant to the order dated 12 December 2022 passed by this Hon'ble Tribunal, the Petitioner Companies have published the joint notice of hearing of the petition in English Daily, "Indian Express", All Editions and Gujarati Translation thereof in "Sandesh", Ahmedabad Edition on 21 December 2022. The affidavit of service, on behalf of the Petitioner Companies dated 27 December 2022, have been filed confirming the publication of the notice in the newspapers as directed and also the notice of hearing of the petitions being served upon the concerned statutory authorities.

19. In response to the notice under Section 230(5) of the Act the Regional Director, North Western Region, Ministry of Corporate Affairs, has filed its representation dated 23 December 2022 wherein the following observations have been made:

- I. In paragraph no. 2(d) of the said Representation, it is mentioned by the Regional Director that Petitioner Company 7 will be required to pay the difference amount of fees, if any which is payable on the enhanced authorised capital and the fees which have already been paid by all the Petitioner Companies at the time of registration/increase in authorised capital, as the case may be. It is further submitted that the Petitioner Companies be directed to undertake the compliance of Section 232 (3) (i) of the Act and to pay the fees accordingly.
- II. In paragraph 2(f) of the said Representation, it is mentioned by the Regional Director that the Petitioner Company 7 be directed to clarify and comply with the direction, if any, passed by the Registrar of Companies/Regional Director/Ministry in the matter.

- III. In paragraph 2(j) of the said Representation, it is mentioned by the Regional Director that the legal fees/expenses of the office of Regional Director for submitting the report be paid by the Petitioner Company 7 to the Central Government. Accordingly, necessary directions be issued to the Petitioner Company 7 to pay such amount of legal fees/cost to the Central Government which may be considered appropriate by this Tribunal.
- IV. In Clause 14.2 of the Observation made by the Registrar of Companies and annexed with the Representation of the Regional Director, it is mentioned that the Petitioner Companies have to undertake to comply with Section 232 (3) (i) of the Act.
- V. In Clause 14.4 of the Observation made by the Registrar of Companies and annexed with the Representation of the Regional Director, it is mentioned that the Petitioner Companies be directed to undertake to preserve the books of account, paper and records and to not dispose of the books of account, paper and records without prior permission of Central Government as per the provision Section 239 of the Act.
- VI. In Clause 14.5 of the Observation made by the Registrar of Companies and annexed with the Representation of the Regional Director, it is mentioned that the Petitioner Companies be directed to ensure statutory compliance of all the applicable laws and also on sanctioning of the present Scheme the Petitioner Company 1 to 6 shall not be absolved from any of its statutory liabilities, in any manner.
- VII. In Clause 14.6 of the Observation made by the Registrar of Companies and annexed with the Representation of the Regional Director, it is mentioned that the Petitioner Company 7 be directed to pay necessary

stamp duty on transfer of property/assets, if any, to the concerned authorities before the implementation of the Scheme.

- VIII. In Clause 14.7 of the Observation made by the Registrar of Companies and annexed with the Representation of the Regional Director, it is mentioned that the Petitioner Companies be directed to comply with the provisions of Section 232 (5) of the Act with respect to filing of the certified copy of order sanctioning the Scheme with Registrar of Companies within 30 days from the date of passing the order.

20. Learned Counsel Mr. Singhi for the Petitioner Companies stated that the Petitioner Companies have filed the necessary affidavit in reply dated 28 December 2022 filed by the Regional Director along with the Observation Report submitted by Registrar of Companies dated 9 November 2022 as under:

- I. The Petitioner Companies in paragraph no. 3 of its reply, in response to the contents of paragraph 2(d) of the said Representation, have submitted that no fees would be payable on the enhanced authorised share capital by the Petitioner Company 7. It is further submitted that the Petitioner Company 7 shall comply with the provisions of Section 232 (3) (i) of the Act and undertakes to pay necessary fees, if so required, in accordance with law.
- II. The Petitioner Companies in paragraph no. 5 of its reply, in response to the contents of paragraph 2(f) of the said Representation, have submitted that the Petitioner Company 7 shall comply with the direction, if any, passed by the Registrar of Companies/Regional Director/Ministry of Corporate Affairs in accordance with law.
- III. The Petitioner Companies in paragraph no. 9 of its reply, in response to the contents of paragraph 2(j) of the said Representation, have submitted that the Petitioner Company 7 shall pay necessary

fees/cost to the Regional Director as may be decided/directed by this Tribunal.

- IV. The Petitioner Companies in paragraph no. 7 of its reply, in response to the contents of clause 14.2 of the Observation made by the Registrar of Companies, have submitted that no fees would be payable on the enhanced authorised share capital by the Petitioner Company 7. It is further submitted that Petitioner Company 7 shall comply with the provisions of Section 232 (3) (i) of the Act and undertakes to pay necessary fees, if so required, in accordance with law.
- V. The Petitioner Companies in paragraph no. 7 of its reply, in response to the contents of clause 14.4 of the Observation made by the Registrar of Companies have submitted that the Petitioner Company 7 undertakes to preserve the books of accounts, papers and record of the Petitioner Company 1 to 6 and the same would not be disposed of without prior permission of the Central Government under the provisions of Section 239 of the Act.
- VI. The Petitioner Companies in paragraph no. 7 of its reply, in response to the contents of clause 14.6 of the Observation made by the Registrar of Companies have submitted that the Petitioner Company 7 shall make necessary application, within the prescribed time, to the concerned stamp authority for payment of stamp duty, if any, once the Scheme is sanctioned by this Tribunal and the same is made effective.
- VII. The Petitioner Companies in paragraph no. 7 of its reply, in response to the contents of clause 14.7 of the Observation made by the Registrar of Companies have submitted that the Petitioner Companies shall comply with the provisions of Section 232 (5) of the Act and shall

file the copy of the order sanctioning the Scheme with the Registrar of Companies within the prescribed time.

21. In light of the aforesaid, the observations of the Regional Director stand satisfied.

22. In response to the notice under Section 230(5) of the Act the concerned Income Tax Department has filed letters dated (i) 27 December 2022; (ii) 27 December 2022; (iii) 30 November 2022; (iv) 22 November 2022; (v) 27 December 2022; (vi) 27 December 2022; and (vii) 27 December 2022.

23. Learned Counsel Mr. Singhi, stated that the Petitioner Companies have filed the necessary affidavit in reply dated 29 December 2022 to the aforesaid letters of the concerned Income Tax Department. The submissions of Learned Counsel are as under:

- I. The Income Tax Department has addressed letter dated 27 December 2022 informing that there is an outstanding demand of Rs. 11,50,97,640/- for the assessment year 2021-22 in respect of the Petitioner Company 1. Against the said letter, the Petitioner Company 1, in the aforesaid affidavit in reply, has stated that against the said amount of Rs. 11,50,97,640/- for the assessment year 2021-22, the Petitioner Company 1 has filed rectification application under Section 154 of the Income-Tax Act, 1961 and the same is pending.
- II. The Income Tax Department has addressed letter dated 27 December 2022 informing that there is no outstanding demand against the Petitioner Company 2.
- III. The Income Tax Department has addressed letter dated 30 November 2022 to the Petitioner Company 3 informing that there is no outstanding demand against the Petitioner Company 3.

- IV. The Income Tax Department has addressed letter dated 22 November 2022 to the Petitioner Company 4 informing that there is an outstanding demand of Rs. 58,87,48,720/- for the assessment year 2018-19 against the Petitioner Company 4. Against the said letter, the Petitioner Company 4, in the aforesaid affidavit in reply, has stated that against the said amount of Rs. 58,87,48,720/- for the assessment year 2018-19, the Petitioner Company 4 had filed rectification application under Section 154 of the Income Tax Act, 1961. Pursuant to the filing of the rectification application, the Petitioner Company 4 had received favourable order under Section 154 of the Income Tax Act, 1961 on 15 December 2022 and accordingly the said demand as on date is nil.
- V. The Income Tax Department has addressed letter dated 27 December 2022 informing that there is no outstanding demand against the Petitioner Company 5.
- VI. The Income Tax Department has addressed letter dated 27 December 2022 informing that there is an outstanding demand of Rs. 380/- for the assessment year 2019-20 against the Petitioner Company 6. Against the said letter, the Petitioner Company 6, in the aforesaid affidavit in reply, has stated that the Petitioner Company 6 has already paid the requisite amount of Rs. 380/- for the assessment year 2019-20.
- VII. The Income Tax Department has addressed letter dated 27 December 2022 informing that there is an outstanding demand of Rs. 17,80,310/- for the assessment year 2017-18 and Rs. 36,42,39,560/- for the assessment year 2018-19 against the Petitioner Company 7. Against the said letter, the Petitioner Company 7, in the aforesaid affidavit in reply, has stated that against the said amount of Rs. 17,80,310/- for the assessment year 2017-18 and Rs. 36,42,39,560/- for the assessment

year 2018-19, the Petitioner Company 7 has filed appeals before the Commissioner of Income Tax (Appeals) and the same are pending.

24. Learned Counsel Mr. Singhi has submitted that in none of the aforesaid letters addressed by the concerned Income Tax Department, there is any objection raised to the Scheme. It is further submitted by him that a scheme under Sections 230-232 of the Act is not a tool in the hands of the creditor to recover the debt or to coerce the company to pay. In any case the demand in respect of Transferor Companies will be payable by the Transferee Company.

25. In response to the notice under Section 230(5) of the Act the Official Liquidator, has filed its Representations all dated 3 January 2023. In the said Representations it is, *inter alia*, mentioned that (i) the Petitioner Companies should clarify regarding obtaining the approval from Ministry of Power; (ii) that the Petitioner Companies should undertake to preserve the books of accounts, papers and records of the Petitioner Transferor Companies; (iii) that the Petitioner Companies shall not be absolved from any statutory liabilities; (iv) the Petitioner Companies to pay the fees/costs to the Official Liquidator; (v) the Petitioner Companies shall lodge the certified copy of the order along with the Scheme with the concerned superintendent of stamps; and (vi) the Petitioner Companies to comply with the provisions of Section 232 (5) of the Act.

26. In response to the observations made by the OL, Learned Counsel Mr. Singhi, stated that the Petitioner Transferor Companies have filed necessary affidavits in reply all dated 3 January 2023 to the aforesaid Representations of the Official Liquidator. Mr Singhi has *inter alia*, stated that (i) no approval is required to be obtained from the Ministry of Power and that the Petitioner Companies have informed the concerned distribution companies about the Scheme and once the Scheme is sanctioned, the Petitioner Companies shall send necessary intimation to the concerned distribution companies; (ii) the Petitioner Company 7 undertakes to preserve the books of accounts, papers and records of the Petitioner Transferor Companies as per the provisions of Section

239 of the Act; (iii) the Scheme nowhere proposes absolving the Petitioner Companies from any of their statutory liabilities; (iv) the Petitioner Company 7 undertakes to pay the cost to the Official Liquidator, as directed by the Tribunal; (v) the Petitioner Company 7 shall make an application, as per the provisions of law, with the concerned collector of stamps; and (vi) the Petitioner Companies shall file the certified copy of the order sanctioning the Scheme with the Registrar of Companies within 30 days from the date of receipt of the certified copy of the order.

27. In light of the aforesaid, the observations made by the Official Liquidator stand satisfied.

28. In compliance with the proviso to clause (e) of sub-section (7) of Section 230 of the Companies Act, 2013, certificate from the statutory auditor of the Petitioner Transferee Company dated 22.03.2022, is placed on record confirming that the accounting treatment as proposed under the Scheme is in conformity with the applicable Accounting Standards prescribed under section 133 of the Companies Act, 2013.

29. Considering the entire facts and circumstances of the case and on perusal of the Scheme and the proceedings, it appears that the requirements of the provisions of Sections 230-232 of the Companies Act, 2013 are satisfied. The Scheme is genuine and *bona fide* and in the interest of the shareholders and creditors. We, therefore, accordingly allow the Joint Company Petition and approve the Scheme. The Scheme is hereby sanctioned. Prayers made in the joint Company Petition are hereby granted.

30. Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal to the scheme will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners.

31. While approving the Scheme as above, we further clarify that this order should not be construed as an order in granting any exemption from payment of stamp duty, taxes including income tax, GST etc. or any other charges, if any, and payment in accordance with law or in respect of any permission/compliance with any other requirement which may be specifically required under any law.

32. This Tribunal orders as under: -

ORDER

- (i) The Scheme of Amalgamation as annexed herewith as **Annexure-A** is hereby sanctioned and is declared that the same shall be binding on the Petitioner Company and its shareholders and creditors and all concerned under the Scheme;
- (ii) It is declared that the Transferor Companies shall be dissolved without winding up.
- (iii) All the property annexed herewith as **“Annexure B”**, right and powers of the Transferor Companies specified in the schedule hereto and all the other property, rights and powers of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Act, be transferred to and vested in the Transferee Company for all the estates and interest of the Transferor Companies therein.
- (iv) Upon the coming into effect of this Scheme, and in consideration of the transfer of and vesting of the Undertakings of the Transferor Companies in the Transferee Company in terms of the Scheme:
 - (a) all the equity shares issued by the respective Transferor Companies and held by the Transferee Company and/or its nominees shall stand cancelled and extinguished and in lieu thereof, there shall be no allotment of equity shares in the Transferee Company;

- (b) the Transferee Company shall, without any further act or deed, issue and allot 1 (one) Preference Shares 1 of the Transferee Company credited as fully paid-up for every 1 (one) preference share of Rs. 100/- (Rupees One Hundred Only) each held by such preference shareholder in the Fourth Transferor Company, provided that the Transferee Company shall not issue and allot any Preference Shares 1 to the preference shareholders of the Fourth Transferor Company if such preference shares held by the preference shareholders of the Fourth Transferor Company are redeemed on or before the Effective Date; and
- (c) the Transferee Company shall, without any further act or deed, issue and allot 1(one) Preference Shares 2 of the Transferee Company credited as fully paid-up to the extent of the paid-up amount per Preference Shares 2 as on the Effective Date for every 1(one) preference share of Rs. 100/ (Rupees One Hundred Only) each held by such preference shareholder in the Sixth Transferor Company, provided that the Transferee Company shall not issue and allot any Preference Shares 2 to the preference shareholders of the Sixth Transferor Company if such preference shares held by the preference shareholders of the Sixth Transferor Company are redeemed on or before the Effective Date.
- (d) Upon the issuance and allotment of the Preference Shares 1 in the Transferee Company to the preference shareholders of the Fourth Transferor Company and upon the issuance and allotment of the Preference Shares 2 in the Transferee Company to the preference shareholders of the Sixth Transferor Company in terms of Clauses 2.4.1 (b) and 2.4.1 (c) above, the respective preference shares of the Fourth Transferor Company and the Sixth Transferor Company, shall be deemed to have been automatically cancelled and be of no effect.

- (e) The Preference Shares 1 and the Preference Shares 2, respectively, issued pursuant to Clauses 2.4.1 (b) and 2.4.1 (c) above shall be issued and allotted in a dematerialised form to the respective preference shareholders of the Fourth Transferor Company and the Sixth Transferor Company.
- (f) Approval of the Scheme by the equity shareholders of the Transferee Company shall be deemed to be the due compliance of the provision of Section 55 of the Act read with Rule 9 of the Companies (Share Capital and Debentures) Rules, 2014 for the issue and allotment of the Preference Shares 1 by the Transferee Company to the preference shareholders of the Fourth Transferor Company and for the issue and allotment of the Preference Shares 2 by the Transferee Company to the preference shareholders of the Sixth Transferor Company, as provided in the Scheme.
- (v) All the liabilities and duties of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Act, and become the liabilities and duties of the Transferee Company.
- (vi) All proceedings, if any, now pending against the Transferor Companies be continued by or against the Transferee Company
- (vii) The Petitioner Companies within thirty days of the date of receipt of this order, cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the entire Undertaking of the Transferor Companies shall stand transferred to the Transferee Company and the Registrar of Companies shall place all documents relating to the Transferor Companies to the file kept by him in relation to the Transferee Company and the files relating to the said companies shall be treated accordingly.

- (viii) Upon Scheme being effective, the Authorised Capital of the Transferor Companies shall be consolidated with the Authorised Capital of the Transferee Company.
- (ix) All concerned Authorities to act on copy of this order along with the Scheme authenticated by the Registrar of this Tribunal shall issue the certified copy of this order along with the Scheme.
- (x) The Petitioner Companies are directed to lodge a copy of this Order and the approved Scheme and Schedule of Assets attached as Annexure-B with this order, duly authenticated by the Registrar of this Tribunal, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty, if any, within 60 days from the date of the Order.
- (xi) The Petitioner Companies are further directed to file a copy of this order along with the copy of the Scheme with the concerned the Registrar of Companies, electronically, along with e-form INC-28 in addition to physical copy within 30 days from the date of issuance of the certified copy of the Order by the Registry as per relevant provisions of the Act.
- (xii) The legal fees and expenses of the office of the Regional Director are quantified at Rs.10,000/- in respect of each all the Petitioner Companies. The said fees to the Regional Director shall be paid by the Transferee Company.
- (xiii) The legal fees and expenses of the office of the Official Liquidator are quantified at Rs.15,000/- in respect of each the Transferor Companies. The said fees of the Official Liquidator shall be paid by the Transferee Company.
- (xiv) Filing and issuance of drawn up orders are dispensed with. All concerned authorities to act on a copy of this order along with the Scheme duly authenticated by the Registrar of this Tribunal. The Registrar of this Tribunal shall issue the authenticated copy of this order along with Scheme immediately.

(xv) Any person aggrieved shall be at liberty to apply to the Tribunal in the above matter for any direction that may be necessary.

33. The Company Petition CP (CAA)/78(AHM)2022 connected with CA (CAA)/51(AHM)2022 is disposed of.

-SD-
KAUSHALENDRA KUMAR SINGH
MEMBER (TECHNICAL)

-SD-
DR. MADAN B. GOSAVI
MEMBER (JUDICIAL)

Rajeev Kr. Sen/Stenographer

ANNEXURE - "A"

ANNEXURE - V

1665

SCHEME OF AMALGAMATION

of

ADANI POWER MAHARASHTRA LIMITED

First Transferor Company

and

ADANI POWER RAJASTHAN LIMITED

Second Transferor Company

and

UDUPI POWER CORPORATION LIMITED

Third Transferor Company

and

RAIPUR ENERGEN LIMITED

Fourth Transferor Company

and

RAIGARH ENERGY GENERATION LIMITED

Fifth Transferor Company

and

ADANI POWER (MUNDRA) LIMITED

Sixth Transferor Company

with

ADANI POWER LIMITED

Transferee Company

(UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013)



PREAMBLE

This Scheme (*as defined hereinafter*), *inter alia*, provides for amalgamation of the Transferor Companies (*as defined hereinafter*) with the Transferee Company (*as defined hereinafter*), with effect from the Appointed Date (*as defined hereinafter*), pursuant to the provisions of Sections 230 – 232 and/or other applicable provisions of the Act (*as defined hereinafter*) and in accordance with Section 2(1B) of the Income Tax Act (*as defined hereinafter*).

INTRODUCTION

- (i) The First Transferor Company (*as defined hereinafter*) was incorporated on 11 April 2007 as Adani Power Maharashtra Private Limited, a private limited company, with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956. Its name was changed to Adani Power Maharashtra Limited on 16 May 2008, pursuant to its conversion into a public limited company. The Corporate Identification Number of the First Transferor Company is U40101GJ2007PLC050506. The registered office of the First Transferor Company is situated at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat – 382 421, India. The First Transferor Company is engaged in the business of generation and sale of power and for the said purpose has set up and commissioned a 3,300 MW thermal power plant comprising 5 units of 660 MW each at Village Tiroda, District Gondia, in the State of Maharashtra. The Government of India has allocated the Gondkhari coal mine located in the State of Maharashtra to the First Transferor Company. The First Transferor Company is the wholly owned subsidiary of the Transferee Company.



- (ii) The Second Transferor Company (*as defined hereinafter*) was incorporated on 25 January 2008 as Adani Power Rajasthan Private Limited, a private limited company, with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956. Its name was changed to Adani Power Rajasthan Limited on 29 April 2008, pursuant to its conversion into a public limited company. The Corporate Identification Number of the Second Transferor Company is U40104GJ2008PLC052743. The registered office of the Second Transferor Company is situated at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat – 382 421, India. The Second Transferor Company is engaged in the business of generation and sale of power and for the said purpose has set up and commissioned a 1,320 MW thermal power plant comprising 2 units of 660 MW each at Village Kawal, Tehsil Atra, District Baran, in the State of Rajasthan. The Second Transferor Company is the wholly owned subsidiary of the Transferee Company.



- (iii) The Third Transferor Company (*as defined hereinafter*) was incorporated on 23 February 1996 as Nagarjuna Power Corporation Limited, a public limited company, with the Registrar of Companies, Karnataka, under the provisions of the Companies Act, 1956. Its name was changed to Udupi Power Corporation Limited on 8 February 2008. The registered office of the Third Transferor Company was shifted from the State of Karnataka to the State of Gujarat on 16 September 2021. The Corporate Identification Number of the Third Transferor Company is U31909GJ1996PLC125650. The registered office of the Third Transferor



Company is situated at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India. The Third Transferor Company is engaged in the business of generation and sale of power and for the said purpose has set up a 1,200 MW thermal power plant comprising 2 units of 600 MW each in Udipi District in the State of Karnataka. The Third Transferor Company is the wholly owned subsidiary of the Transferee Company.

- (iv) The Fourth Transferor Company (*as defined hereinafter*) was incorporated on 8 October 2008 as GMR Chhattisgarh Energy Private Limited, a private limited company, with the Registrar of Companies, Karnataka, under the provisions of the Companies Act, 1956. Its name was changed to (a) GMR Chhattisgarh Energy Limited on 29 September 2010, pursuant to its conversion into a public limited company; and (b) Raipur Energen Limited on 20 August 2019. The registered office of the Fourth Transferor Company was shifted from the State of Karnataka to the State of Gujarat on 25 September 2020. The Corporate Identification Number of the Fourth Transferor Company is U40108GJ2008PLC116835. The registered office of the Fourth Transferor Company is situated at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India. The Fourth Transferor Company is engaged in the business of generation and sale of power and for the purpose has set up a 1,370 MW thermal power plant comprising 2 units of 685 MW each at village Raikhoda, Raipur District, in the State of Chhattisgarh. The Fourth Transferor Company is the wholly owned subsidiary of the Transferee Company.

- (v) The Fifth Transferor Company (*as defined hereinafter*) was incorporated on 15 March 1995 as RPG Korba West Power Company Limited, a public limited company, with the Registrar of Companies, Madhya Pradesh, under the provisions of the Companies Act, 1956. Its name was changed to (a) Korba West Power Company Limited on 24 November 1997; (b) Korba West Power Company Private Limited on 17 April 1998; (c) Korba West Power Company Limited on 17 February 2000; (d) Korba Power Company Limited on 22 February 2007; (e) Korba West Power Company Limited on 8 February 2008; and (f) Raigarh Energy Generation Limited on 20 August 2019. The registered office of the Fifth Transferor Company was shifted from the State of Madhya Pradesh to the State of Gujarat on 27 June 2020. The Corporate Identification Number of the Fifth Transferor Company is U40102GJ1995PLC114182. The registered office of the Fifth Transferor Company is situated at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India. The Fifth Transferor Company is engaged in the business of generation and sale of power and for the purpose has set up a 600 MW thermal power plant comprising one unit of 600 MW at Village Chhote Bhandar, District Raigarh, in the State of Chhattisgarh. The Fifth Transferor Company is the wholly owned subsidiary of the Transferee Company.

- (vi) The Sixth Transferor Company was incorporated on 16 February 2015 as Adani Power (Karnataka) Limited, a public limited company, with the Registrar of Companies, Gujarat, under the provisions of the Act. Its name was changed to Adani Power (Mundra) Limited on 27 April 2017. The Corporate Identification Number of the Sixth Transferor Company is U40300GJ2015PLC082295. The registered office of the Sixth Transferor Company is situated at Adani Corporate



House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India. The Sixth Transferor Company is engaged in the business of generation and sale of power and for the said purpose has set-up and commissioned 4,620 MW thermal power plant (comprising 9 units, i.e. 4 units of 330 MW each and 5 units of 660 MW each) in the multi product Special Economic Zone, at Village Tunda and Siracha, Taluka Mundra, District Kutch, in the State of Gujarat, being developed by Adani Ports and Special Economic Zone Limited. Pursuant to the approval granted by Government of India, Ministry of Commerce & Industry, Department of Commerce, the Sixth Transferor Company is a Co-Developer in the said multi product Special Economic Zone for setting up of generation, transmission, distribution of power and related infrastructure facilities on an area of 293.8810 hectares. The Sixth Transferor Company is the wholly owned subsidiary of the Transferee Company.

- (vii) The Transferee Company was incorporated on 22 August 1996 as Adani Power Limited, a public limited company, with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956. Its name was changed to (a) Adani Power Private Limited on 3 June 2002; and (b) Adani Power Limited on 12 April 2007. The Corporate Identification Number of the Transferee Company is L40100GJ1996PLC030533. The registered office of the Transferee Company is situated at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India. The Transferee Company is engaged in the business of generation and sale of solar power pursuant to commissioning of 40 MW Solar Power Project at Village Bitta-Nullya, District Kutch, Gujarat. The Transferee Company is the holding company of the Transferor Companies. The equity shares of the Transferee Company are listed on the Stock Exchanges (as defined hereinafter).

RATIONALE FOR THE SCHEME



The proposed amalgamation envisaged under this Scheme is intended to achieve size, scalability, integration, greater financial strength and flexibility thereby building a more resilient and robust organization that can address dynamic business situations and volatility in various economic factors in a focused manner, in order to achieve improved long-term financial returns.

The management of the Transferor Companies and the Transferee Company believe that this Scheme will result in, *inter alia*, the following benefits:



1. Enhanced scale of operations, improved controls, operational flexibility, optimisation of overheads, organizational efficiency and optimal utilization of various resources;



2. Improved creditworthiness with optimised capital structure and cash flows, pooling of financial resources and increased asset base with improved visibility of combined revenue and profitability;



3. Improvement in credit profile which will lead to reduction in borrowing costs;

4. Enhanced leveraging capability of the combined entity;



5. Simplification of corporate structure by reducing the multiplicity of legal and regulatory compliances.

Thus, the amalgamation is in the interest of the shareholders, creditors and all other stakeholders of the companies and is not prejudicial to the interests of any of the concerned shareholders, creditors or the public at large.

PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- (i) Part I deals with the definitions, interpretation, date of taking effect and share capital of the Transferor Companies and the Transferee Company;
- (ii) Part II deals with the amalgamation of the Transferor Companies into and with the Transferee Company in accordance with the provisions of Sections 230 – 232 of the Act; and
- (iii) Part III deals with the general terms and conditions that would be applicable to the Scheme.

PART I

1. DEFINITIONS, INTERPRETATION, DATE OF TAKING EFFECT AND SHARE CAPITAL

1.1. Definitions

In this Scheme, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them:



- 1.1.1. "Act" means the Companies Act, 2013, the rules and regulations made thereunder and shall include any statutory modification or re-enactment thereof for the time being in force.

- 1.1.2. "Appointed Date" means 1 October 2021.



- 1.1.3. "Board of Directors" or "Board" in relation to the Companies means their respective board of directors, and unless it is repugnant to the context or otherwise, includes any committee of directors or any person authorised by the board of directors or by such committee of directors duly constituted and authorised for the purposes of matters pertaining to the arrangement as contemplated under this Scheme and/or any other matters relating thereto.

- 1.1.4. "CENVAT" means central value added tax.



- 1.1.5. "Companies" means collectively, the Transferor Companies and the Transferee Company.



- 1.1.6. "Effective Date" means the last of the dates on which all the approvals or events specified under Clause 3.3 of the Scheme are obtained or have occurred or the requirement of which have been waived. References in this Scheme to "upon the coming into effect of this Scheme" or "upon this Scheme becoming effective" or "effectiveness of this Scheme" or "Scheme coming into effect" shall mean the Effective Date.
- 1.1.7. "Fifth Transferor Company" means Raigarh Energy Generation Limited, a public company incorporated with limited liability under the provisions of the Companies Act, 1956, with its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India.
- 1.1.8. "First Transferor Company" means Adani Power Maharashtra Limited, a public company incorporated with limited liability under the provisions of the Companies Act, 1956, with its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India.
- 1.1.9. "Fourth Transferor Company" means Raipur Energen Limited, a public company incorporated with limited liability under the provisions of the Companies Act, 1956, with its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India.
- 1.1.10. "Governmental Approval" means any consent, approval, license, permit, order, exemption, certificate, clearance or authorisation obtained or to be obtained from, or any registration, notification, declaration or filing made to or with, or to be made to or with, any Governmental Authority and shall include Required Governmental Filings.



- 1.1.11. "Governmental Authority" means any national, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body or any of its ministries, departments, secretariats, agencies or any legislative body, commission, authority, court or tribunal or entity, and shall include the Stock Exchanges, any relevant Tax authority and any other authority exercising jurisdiction over the Companies.



- 1.1.12. "Income Tax Act" means the Income Tax Act, 1961.



- 1.1.13. "Intellectual Property Rights" means all intellectual property rights, including with respect to all patents, patent applications, and trademarks, service marks, trade names, logos, corporate names, brand names, domain names, all copyrights, designs, and all registrations, applications and renewals in connection therewith, and software and all website content (including text, graphics, images, audio, video and data), trade secrets, confidential business information and other proprietary information.



- 1.1.14. "Law" means any statute, law, ordinance, rule, regulation, press note, notification, bye law, circular, guidelines, rule of common law, policy, code, order, writ, injunction, directive, judgment or decree issued by any Governmental Authority.
- 1.1.15. "Preference Shares 1" means 0.01% - compulsorily redeemable preference shares of the Transferee Company, to be allotted to the preference shareholders of the Fourth Transferor Company in terms of Clause 2.4.1 (b) hereof, which shall (a) have a face value of Rs. 100/- (Rupees One Hundred Only); (b) bear dividend at the rate of 0.01% per annum, payable on last business day of the financial year; (c) entitle the promoters of the Transferee Company with a right to cause the preference shareholders to sell the Preference Shares 1 at any time before 30 June 2038, at such price determined at a Net Present Value of the Preference Shares 1, with a discount of 10% (ten per cent) per annum; (d) entitle the preference shareholders (by giving a notice in writing to the Transferee Company) to require the Transferee Company to redeem the Preference Shares 1 at any time before 30 June 2038, at such price determined at a Net Present Value of the Preference Shares 1, with a discount of 10% (ten per cent) per annum and the same shall be redeemed within 30 (thirty) business days from the date of notice issued by the concerned preference shareholder; (e) be redeemed at any time but not later than 30 June 2038; (f) have a preferential right to receive their redemption value in precedence to holders of equity shares during a winding up or repayment of capital; and (g) carry all the statutory rights which may be available to the preference share holder in accordance with the provisions of the Act.
- 1.1.16. "Preference Shares 2" means not exceeding 5% - non-cumulative, non-convertible redeemable preference shares of the Transferee Company, to be allotted to the preference shareholders of the Sixth Transferor Company in terms of Clause 2.4.1 (c) hereof, which shall (a) have a face value of Rs. 100/- (Rupees One Hundred Only) with a paid-up amount of Rs. 60/- (Rupees Sixty Only) per Preference Shares 2 or such other amount of the paid-up on the face value of the Preference Shares 2 as on the Effective Date; (b) bear dividend at the rate not exceeding 5% per annum; (c) be redeemable at face value to the extent of the paid-up amount per Preference Shares 2 at the time of redemption in one or more tranches provided however, that the Preference Shares 2 shall anyways be redeemed in full on or before 4 June 2041; (d) have a preferential right to receive their redemption value in precedence to holders of equity shares during a winding up or repayment of capital; and (e) carry all the statutory rights which may be available to the preference share holder in accordance with the provisions of the Act.
- 1.1.17. "Required Governmental Filings" means, collectively, the filings required to be made with the Stock Exchanges, Tribunal and the RoC, in connection with the present Scheme.
- 1.1.18. "RoC" means the Registrar of Companies, Gujarat.
- 1.1.19. "Scheme" means this scheme of amalgamation, subject to any modification(s) thereto as may be imposed by the Tribunal or any modification(s) sought by the Companies, as confirmed/approved by the Tribunal.



- 1.1.20. "SEBI" means the Securities and Exchange Board of India.
- 1.1.21. "SEBI Circular" means Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated 22 December 2020.
- 1.1.22. "Second Transferor Company" means Adani Power Rajasthan Limited, a public company incorporated with limited liability under the provisions of the Companies Act, 1956, with its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India.
- 1.1.23. "Sixth Transferor Company" means Adani Power (Mundra) Limited, a public company incorporated with limited liability under the provisions of the Act, with its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India.
- 1.1.24. "Stock Exchanges" means the BSE Limited and the National Stock Exchange of India Limited.
- 1.1.25. "Tax" or "Taxes" means any and all taxes (direct or indirect), surcharges, fees, levies, duties, tariffs, imposts and other charges of any kind, in each case in the nature of a tax, imposed by any Governmental Authority (whether payable directly or by withholding), including taxes based upon or measured by income, windfall or other profits, gross receipts, property, sales, severance, branch profits, customs duties, excise, CENVAT, central sales tax, sales tax, entry tax, tax deducted at source, tax collected at source, self-assessment tax, advance tax, service tax, goods and services tax, stamp duty, transfer tax, value-added tax, minimum alternate tax, banking cash transaction tax, equalisation levy, dividend distribution tax, buy-back tax, securities transaction tax, taxes withheld or paid, customs duty and registration fees (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto).



- 1.1.26. "Third Transferor Company" means Udipi Power Corporation Limited, a public company incorporated with limited liability under the provisions of the Companies Act, 1956, with its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India.



- 1.1.27. "Transferee Company" means Adani Power Limited, a public company incorporated with limited liability under the provisions of the Companies Act, 1956, with its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India.



- 1.1.28. "Transferor Companies" means, together, the First Transferor Company, the Second Transferor Company, the Third Transferor Company, the Fourth Transferor Company, the Fifth Transferor Company and the Sixth Transferor Company.



1.1.29. "Tribunal" means the National Company Law Tribunal, Ahmedabad Bench, which has jurisdiction in relation to the Companies.

1.1.30. "Undertakings" means the Transferor Companies and includes all the business, undertakings, assets, properties, investments and liabilities of each of the Transferor Companies, of whatsoever nature and kind and wherever situated, on a going concern basis and with continuity of business of each of the Transferor Companies, which shall mean and include, without limitation:

- (a) thermal power plants of each of the Transferor Companies;
- (b) Gondkhari coal mine located in the State of Maharashtra, allocated by the Government of India to the First Transferor Company;
- (c) letter of approvals granting the status as Co-Developer to the Sixth Transferor Company for setting up of generation, transmission, distribution of power and related infrastructure facilities on an area of 293.8810 hectares in the multi product Special Economic Zone at Mundra, District Kutch, Gujarat including the approvals for the authorised operations granted by the Government of India, Ministry of Commerce & Industry, Department of Commerce to the Sixth Transferor Company;

(d) any and all of their immovable properties (including work in progress) i.e. land together with the buildings and structures standing thereon (whether, leasehold, leave and licensed, right of way, tenancies or otherwise) including offices, guest house, warehouses, workshops, sheds, stores, storages including coal storage, cooling stations, ash dykes, fly ash bagging facility, silo, DG room, roads, laboratory, boundary walls, soil filling works, benefits of any rental agreement for any use of premises, share of any joint assets, etc., and all documents (including panchnamas, declarations, receipts, etc.) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interests in connection with the said immovable properties;

(e) any and all of their assets (including work in progress), as are movable in nature, whether present or future or contingent, tangible or intangible, in possession or reversion, corporeal or incorporeal (including plant and machinery, boilers, turbines, coal handling equipments, dumpers, excavators, shovel, surface miners, cranes, capital work in progress, electrical fittings, furniture, fixtures, appliances, accessories, power lines, office equipments, computers, communication facilities, installations, vehicles, fixtures, appliances, accessories, power lines, office equipments, computers, communication facilities, installations, vehicles, inventory and tools and plants), stock-in-trade, stock-in-transit, raw materials, finished goods, supplies, packaging items, actionable claims, current assets, earnest monies and receivables, sundry debtors, financial assets, outstanding loans and advances, including the advances given to coal companies, recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Governmental Authority, semi-Government, local and other authorities and



bodies, banks, customers and other persons, insurances, the benefits of any bank guarantees, performance guarantees and letters of credit.

- (f) any and all of their permits, licenses (including factory license), permissions, right of way, approvals, clearances, consents, benefits, registrations including import registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages (including consent/authorisation granted by Pollution Control Board, environmental clearance and other licenses/permits granted/issued/given by any Governmental Authority, statutory or regulatory or local or administrative bodies, Tax deferrals, Tax credits (including any credits arising from advance Tax, self-assessment Tax, other income Tax credits, withholding Tax credits, minimum alternate Tax credits, CENVAT credits, goods and services Tax credits, customs duty credit other indirect Tax credits and other Tax receivables), other claims under Tax Laws, privileges, incentives (including incentives in respect of income Tax, sales Tax, value added Tax, service Tax, excise duty, customs duties and goods and services Tax), benefits, Tax holidays, Tax refunds (including those pending with any Tax authorities), all Tax assets both direct and indirect including refunds filed pending to be adjudicated and refunds to be filed, advantages, benefits and all other rights, privileges, powers and facilities of every kind and description of whatsoever nature and the benefits thereto;
- (g) all contracts, agreements including power purchase agreements, coal linkages agreements, fuel supply agreements, Coal Mine Development and Production Agreement as amended from time to time, consultancy agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expression of interest, letters of intent, arrangements, understandings, engagements, deeds and instruments, including hire and purchase arrangements, lease/licence agreements, tenancy rights, agreements/ panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder;
- (h) all intangible assets, including all Intellectual Property Rights and all goodwill attaching to such Intellectual Property Rights;
- (i) all rights to use and avail telephones, telexes, facsimile, e-mail, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the



ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by each of the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by each of the Transferor Companies;

- (j) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), applications (including hardware, software, source codes, parameterization and scripts), test reports, computer programmes, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, brochures, pamphlets, quotations, sales and advertising materials, product registrations, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form;
- (k) all insurance policies of the respective Transferor Companies;
- (l) all investments, including long term, short term, quoted, unquoted investments in different instruments, including shares, debentures, warrants and bonds;
- (m) amounts claimed or to be claimed including the receivables by any of the Transferor Companies from any Governmental Authority including from distribution companies (with whom each of the Transferor Companies have executed Power Purchase Agreements) and the coal companies;
- (n) all application monies, advance monies, earnest monies and security and other deposits paid to any person, including any Governmental Authority, and payments against other entitlements;
- (o) any and all of their debts, borrowings and liabilities, present or future, whether secured or unsecured, all guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability);
- (p) all of their staff and employees and other obligations of whatsoever kind, including liabilities of each of the Transferor Companies, with regard to their employees, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise; and



- (q) all legal proceedings, including quasi-judicial, arbitral and other administrative proceedings of whatsoever nature involving the Transferor Companies.

1.2. Interpretation

1.2.1 All terms and words used in the Scheme but not specifically defined herein shall, unless contrary to the context thereof, have the meaning ascribed to them under the Act.

1.2.2 In the Scheme, unless the context otherwise requires:

- (i) references to a statutory provision include any subordinate legislation made from time to time under that provision;
- (ii) references to the singular include the plural and vice versa and references to any gender includes the other gender;
- (iii) references to a statute or statutory provision include that statute or provision as from time to time modified or re-enacted or consolidated and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision (as from time to time modified or re-enacted or consolidated) which such provision has directly or indirectly replaced, provided that nothing in this Clause 1.2.2 shall operate to increase the liability of any Companies beyond that which would have existed had this Clause 1.2.2 been omitted;
- (iv) references to a document shall be a reference to that document as modified, amended, novated or replaced from time to time;
- (v) headings are for convenience only and shall be ignored in construing or interpreting any provision of this Scheme;
- (vi) the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (and not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- (vii) references to Clauses are to Clauses of this Scheme;
- (viii) references to any person shall include that person's successors and permitted assigns or transferees;
- (ix) references to the words "include" or "including" shall be construed without limitation;
- (x) references to the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme; and



- (xi) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words.

1.3. Effective Date

The Scheme set out herein in its present form, or with modification(s), if any, made in accordance with the provisions of the Scheme and/or the directions of the Tribunal, shall be effective from the Appointed Date but shall be operative from the Effective Date.

1.4. Share Capital

- 1.4.1. The authorised, issued, subscribed and paid-up share capital of the First Transferor Company as on 15 March 2022 is as under:

SHARE CAPITAL	AMOUNT IN RS.
Authorised share capital	
425,00,00,000 equity shares of Rs.10/- each	4250,00,00,000
75,00,00,000 Compulsory Convertible preference shares of Rs. 10/- each	750,00,00,000
Total	5000,00,00,000
Issued, subscribed and paid-up capital	
285,47,31,240 equity shares of Rs.10/- each fully paid-up	2854,73,12,400
Total	2854,73,12,400

- 1.4.2. The authorised, issued, subscribed and paid-up share capital of the Second Transferor Company as on 15 March 2022 is as under:

SHARE CAPITAL	AMOUNT IN RS.
Authorised share capital	
150,00,00,000 equity shares of Rs.10/- each	1500,00,00,000
Total	1500,00,00,000
Issued, subscribed and paid-up capital	
120,00,00,000 equity shares of Rs.10/- each fully paid-up	1200,00,00,000
Total	1200,00,00,000

- The authorised, issued, subscribed and paid-up share capital of the Third Transferor Company as on 15 March 2022 is as under:

SHARE CAPITAL	AMOUNT IN RS.
Authorised share capital	



SHARE CAPITAL	AMOUNT IN RS.
250,00,00,000 equity shares of Rs.10/- each	2500,00,00,000
Total	2500,00,00,000
Issued, subscribed and paid-up capital	
193,42,02,548 equity shares of Rs.10/- each fully paid-up	1934,20,25,480
Total	1934,20,25,480

1.4.4. The authorised, issued, subscribed and paid-up share capital of the Fourth Transferor Company as on 15 March 2022 is as under:

SHARE CAPITAL	AMOUNT IN RS.
Authorised share capital	
630,00,00,000 equity shares of Rs.10/- each	6300,00,00,000
7,00,00,000 preference shares of Rs. 100/- each	700,00,00,000
Total	7000,00,00,000
Issued, subscribed and paid-up capital	
571,27,61,726 equity shares of Rs.10/- each fully paid-up	5712,76,17,260
4,15,86,207 0.01% compulsorily redeemable preference shares of Rs. 100/- each fully paid-up	415,86,20,700
Total	6128,62,37,960

1.4.5. The authorised, issued, subscribed and paid-up share capital of the Fifth Transferor Company as on 15 March 2022 is as under:

SHARE CAPITAL	AMOUNT IN RS.
Authorised share capital	
325,00,00,000 equity shares of Rs.10/- each	3250,00,00,000
2,50,00,000 preference shares of Rs. 100/- each	250,00,00,000
Total	3500,00,00,000
Issued, subscribed and paid-up capital	
10,00,000 equity shares of Rs.10/- each fully paid-up	1,00,00,000
Total	1,00,00,000

1.4.6. The authorised, issued, subscribed and paid-up share capital of the Sixth Transferor Company as on 15 March 2022 is as under:



SHARE CAPITAL	AMOUNT IN RS.
Authorised share capital	
250,00,00,000 equity shares of Rs.10/- each	2500,00,00,000
10,00,00,000 redeemable preference shares of Rs. 100/- each	1000,00,00,000
Total	3500,00,00,000
Issued and subscribed capital	
10,60,50,000 equity shares of Rs.10/- each	106,05,00,000
5,00,00,000 not exceeding 5% non-cumulative non-convertible redeemable preference shares of Rs. 100/- each	500,00,00,000
Total	606,05,00,000
Paid-up capital	
10,60,50,000 equity shares of Rs.10/- each fully paid-up	106,05,00,000
5,00,00,000 not exceeding 5% non-cumulative non-convertible redeemable preference shares of Rs. 100/- each (paid-up to the extent of Rs. 60/- per preference share)	300,00,00,000
Total	406,05,00,000

1.4.7. The authorised, issued, subscribed and paid-up share capital of the Transferee Company as on 15 March 2022 is as under:

SHARE CAPITAL	AMOUNT IN RS.
Authorised share capital	
450,00,00,000 equity shares of Rs.10/- each	4500,00,00,000
50,00,00,000 Cumulative Compulsory Convertible Participatory preference shares of Rs. 10/- each	500,00,00,000
Total	5000,00,00,000
Issued, subscribed and paid-up capital	
385,69,38,941 equity shares of Rs.10/- each fully paid-up	3856,93,89,410
Total	3856,93,89,410

PART II

AMALGAMATION OF THE TRANSFEROR COMPANIES INTO AND WITH THE TRANSFEEE COMPANY

Transfer and vesting of the Transferor Companies into and with the Transferee Company



2.1.1 Upon the coming into effect of this Scheme, and with effect from the Appointed Date, subject to the provisions of this Scheme, the Undertakings shall stand transferred to and vest in the Transferee Company, as a going concern, together with all their respective estates, properties, assets, contracts, employees, records, approvals, rights, claims, title and authorities, benefits, liabilities and interest therein, subject to existing charges thereon in favour of banks and financial institutions or otherwise, as the case may be, without any further act, instrument, deed, matter or thing being made, done or executed, so as to become, as and from the Appointed Date, the estate, properties, assets, rights, claims, title and authorities, benefits, liabilities and interest of the Transferee Company by virtue of and in the manner provided in the Scheme pursuant to the sanction of the Scheme by the Tribunal and the provisions of sections 230 to 232 and other applicable provisions of the Act.

2.1.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, upon the coming into effect of this Scheme and with effect from the Appointed Date, in relation to the Undertakings:

(i) All assets of the respective Transferor Companies that are movable in nature or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery or by vesting and recordal of whatsoever nature, shall, pursuant to this Scheme, stand vested in and/or be deemed to be vested in the Transferee Company and shall become the property of the Transferee Company without any further act, instrument or deed. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.

(ii) All other movable assets of the respective Transferor Companies, including investments in shares and any other securities, sundry debtors, actionable claims, earnest monies, receivables, bills, credits, outstanding loans and advances, recoverable in cash or in kind or for value to be received, bank balances and deposits, with Governmental Authorities, customers and other persons, shall, stand transferred to, and vested in, the Transferee Company without any notice or other intimation to the debtors or obligors or any other person. The Transferee Company may (without being obliged to do so), if it so deems appropriate, give notice in such form as it deems fit and proper, to each such debtor or obligor or any other person, that pursuant to the sanction of the Scheme by the Tribunal, such debt, loan, advance, claim, bank balance, deposit or other asset 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 respective Transferor Companies to recover or realise all such debts (including the debts payable by such debtor or obligor or any other person to the respective Transferor Companies) stands transferred and assigned to the Transferee Company and that appropriate entries should be passed in the books of accounts of the relevant debtors or obligors or other persons to record such change.



(iii) All lease and licence agreements, entered into by the respective Transferor Companies with landlords, owners and lessors in connection with the use of the assets of the Undertakings of the Transferor Companies, together with security deposits, shall stand automatically transferred in favour of the Transferee Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The Transferee Company shall continue to pay rent amounts as provided for in such agreements and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreements by the respective Transferor Companies.

(iv) All immovable properties of each of the Transferor Companies, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of each of the Transferor Companies, whether freehold or leasehold or otherwise, and all documents of title, rights and easements in relation thereto shall be vested in and/or be deemed to have been vested in the Transferee Company, without any further act or deed done or being required to be done by the respective Transferor Companies and/or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges attached to such immovable properties and shall be liable to pay the ground rent and Taxes and fulfil all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Tribunal and upon the coming into effect of this Scheme in accordance with the terms hereof.

(v) All estate, assets, rights, title, claims, interest, investments and properties of the respective Transferor Companies as on the Appointed Date, whether or not included in the books of the respective Transferor Companies, and all assets, rights, title, interest, investments and properties, of whatsoever nature and wherever situate, which are acquired by the concerned Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company.

(vi) Until the owned property, leasehold property and related rights thereto, licence or right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/or perfected in the record of the appropriate authorities in favour of the Transferee Company, the Transferee Company shall be deemed to be authorised to carry on business in the name and style of the respective Transferor Companies under the relevant agreement, deed, lease and/or licence, as the case may be, and the Transferee Company shall keep a record and account of such transactions.



- (vii) For purposes of taking on record the name of the Transferee Company in the records of the Governmental Authorities in respect of transfer of immovable properties to the Transferee Company pursuant to this Scheme, the Boards of Directors of each of the Transferor Companies and the Transferee Company may approve the execution of such documents or deeds as may be necessary, including deed of assignment of lease or leave or licence (as the case may be) by the respective Transferor Companies in favour of the Transferee Company.
- (viii) All liabilities, including all secured and unsecured debts, sundry creditors, contingent liabilities, duties, obligations and undertakings of each of the Transferor Companies, of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilised for their business activities and operations, shall, pursuant to the sanction of the Scheme by the Tribunal and under the provisions of sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing being made, done or executed, be transferred to, and vested in, or be deemed to have been transferred to, and vested in, the Transferee Company, along with any charge, encumbrance, lien or security created in connection therewith, and such liabilities shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become, the liabilities, debts, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the respective Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the liabilities 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 liabilities have arisen in order to give effect to the provisions of this clause.
- (ix) Where any of the debts, liabilities, duties and obligations incurred before the Appointed Date by the respective Transferor Companies, deemed to have been transferred to the Transferee Company by virtue of this Scheme, have been discharged by the respective Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.



- (x) All electricity, gas, water and any other utility connections and tariff rates in respect thereof sanctioned by various public sector and private companies, boards, agencies and authorities to the respective Transferor Companies, together with security deposits and all other advances paid, shall stand automatically transferred in favour of the Transferee Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The relevant electricity, gas, water and any other utility companies, boards, agencies and authorities shall issue invoices in the name of the Transferee Company with effect from the billing cycle commencing from the month immediately succeeding the month in which the Effective Date falls. The Transferee Company shall comply with the terms, conditions and



covenants associated with the grant of such connection and shall also be entitled to refund of security deposits placed with such companies, boards, agencies and authorities by the respective Transferor Companies.

- (xi) The Transferee Company shall be entitled to operate all bank accounts, realise all monies and complete and enforce all pending contracts and transactions in the name of the respective Transferor Companies to the extent necessary until the transfer of the rights and obligations of each of the Transferor Companies to the Transferee Company under the Scheme is formally accepted and completed by the parties concerned. For avoidance of doubt, it is hereby clarified that all cheques and other negotiable instruments, payment orders received and presented for encashment which are in the name of the respective Transferor Companies after the Effective Date, shall be accepted by the bankers of the Transferee Company and credited to the accounts of the Transferee Company, if presented by the Transferee Company. Similarly, the banker of the Transferee Company shall honour all cheques issued by the respective Transferor Companies for payment after the Effective Date.

Permits

- (xii) All Governmental Approvals and other consents, permissions, quotas, rights, authorisations, entitlements, no-objection certificates and licences, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the respective Transferor Companies are a party or to the benefit of which the respective Transferor Companies may be entitled to use or which may be required to carry on the operations of the respective Transferor Companies, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against the Transferee Company and may be enforced as fully and effectually as if, instead of the respective Transferor Companies, the Transferee Company had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of the Transferee Company.

- (xiii) Without prejudice to the generality of the Clauses mentioned above, the assets of the respective Transferor Companies shall also include all permits, licences, and any other licences, approvals, clearances, authorities, quotas, allocations granted to each of the Transferor Companies, all municipal approvals, authorisations, statutory rights, permissions, registrations, certificates, consents, authorities (including for the operation of bank accounts), powers of attorneys (given by, issued to or executed in favour of the respective Transferor Companies) and benefits of all contracts, allotments, consents, quotas, rights, easements, engagements, exemptions, entitlements, advantages of whatever nature and howsoever named, properties, movable, in possession or reversion, present or contingent of whatsoever nature and where-so-ever situated, liberties, ownerships rights and benefits, earnest moneys payable pertaining to the assets mentioned in the aforesaid Clauses, all other rights



and benefits, licences, powers, privileges and facilities of every kind, nature and description whatsoever; right to use and avail of telephones, telexes, facsimile, connections, installations and other communication facilities and equipment, titles, all other utilities, benefits of all contracts, government contracts, memoranda of understanding, project service agreements, pre-qualification, applications, bids, tenders, letters of intent, concessions, non-possessory contractual rights or any other contracts, development rights, allocated deferred Tax and all other interest in connection with or relation to the respective Transferor Companies, shall stand transferred to the Transferee Company in accordance with the applicable Laws.

Contracts

- (xiv) All contracts, deeds, bonds, agreements (including in connection with contracts for services), licences, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, bids, letters of intent, arrangements, undertakings, whether written or otherwise, and other instruments to which the respective Transferor Companies are a party, or to the benefit of which the respective Transferor Companies may be entitled, and which are subsisting or having effect immediately prior to the Effective Date, shall, without any further act, instrument or deed, continue in full force and effect against or in favour of, as the case may be, the Transferee Company, and may be enforced effectively by or against the Transferee Company as fully and effectually as if, instead of the respective Transferor Companies, the Transferee Company had been a party or beneficiary or obligor or obligee thereto or thereunder. The Transferee Company will, if required, enter into novation agreements in relation to such contracts, deeds, bonds, agreements and other instruments.



- (xv) All other agreements entered into by the respective Transferor Companies in connection with the assets of the Undertakings of the Transferor Companies shall stand automatically transferred in favour of the Transferee Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed.



Legal Proceedings

- (xvi) All legal proceedings, including quasi-judicial, arbitral and other administrative proceedings, of whatsoever nature by or against the respective Transferor Companies pending on the Effective Date shall not abate or be discontinued or be prejudicially affected in any way by reason of the Scheme or by anything contained in the Scheme but shall be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company, in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the respective Transferor Companies. The Transferee Company undertakes to have all legal or other proceedings specified in this Clause,



initiated by or against the respective Transferor Companies, transferred to its name and to have such proceedings continued, prosecuted and enforced by or against the Transferee Company, as the case may be. Following the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the respective Transferor Companies.

Employees

(xvii) With effect from the Effective Date, all the staff and employees of the respective Transferor Companies, who are in such employment as on the Effective Date shall become, and be deemed to have become, the staff and employees of the Transferee Company, and, subject to the provisions of the Scheme, on terms and conditions not less favourable than those on which they are engaged by the respective Transferor Companies and without any interruption of or break in service as a result of the transfer and vesting of the Undertakings of the Transferor Companies to the Transferee Company. With regard to provident fund, gratuity, superannuation, leave encashment and any other special scheme or benefits created by the respective Transferor Companies which exist immediately prior to the Effective Date, the Transferee Company shall stand substituted for the respective Transferor Companies for all purposes whatsoever, upon the coming into effect of this Scheme, including with regard to the obligation to make contributions to relevant authorities, such as the Regional Provident Fund Commissioner or to such other funds maintained by the respective Transferor Companies, in accordance with applicable Law. It is hereby clarified that upon the coming into effect of this Scheme, such benefits and schemes shall continue to be provided to the transferred employees and the service of all transferred employees of the respective Transferor Companies for such purpose shall be treated as having been continuous.



(xviii) With regard to any provident fund, gratuity fund, pension, superannuation fund or other special fund created or existing for the benefit of such employees of the Transferor Companies, if any, it is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the respective Transferor Companies in relation to such schemes or funds shall become those of the Transferee Company. Upon the Scheme becoming effective, the Transferee Company shall stand substituted for each of the Transferor Companies for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. Any existing provident fund, gratuity fund and superannuation fund trusts created by the respective Transferor Companies for its employees shall be continued for the benefit of such employees on the same terms and conditions until such time that they are transferred to the relevant funds of the Transferee Company. It is clarified that the services of all employees of the respective Transferor Companies transferred to the Transferee Company will be treated as having been continuous and uninterrupted for the purpose of the aforesaid schemes or funds. Without prejudice to the aforesaid, the Board of the Transferee

Company, if it deems fit and subject to Law, shall be entitled to: (i) retain separate trusts or funds within the Transferee Company for the erstwhile fund(s) of the respective Transferor Companies; or (ii) merge the pre-existing fund of the respective Transferor Companies with other similar funds of the Transferee Company.

- (xix) The Transferee Company shall comply with any agreement(s)/settlement(s) entered into with labour unions (if any) or employees by the respective Transferor Companies. The Transferee Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other termination benefits, the past services of employees with the respective Transferor Companies, shall also be taken into account, and further agrees to pay such benefits when they become due.

Intellectual Property

- (xx) All Intellectual Property Rights of the respective Transferor Companies shall stand transferred to and vested in the Transferee Company.

Inter se Transactions

- (xxi) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all *inter-se* contracts solely between the Transferor Companies and between the respective Transferor Companies and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company. For the removal of doubt, it is clarified that in view of the above, there will be no accrual of income or expense on account of any transactions, including *inter-alia* any transactions in the nature of sale or transfer of any goods, materials or services, between the Transferor Companies and between the respective Transferor Companies and the Transferee Company. For avoidance of doubt, it is hereby clarified that there will be no accrual of interest or other charges in respect of any *inter se* loans, deposits or balances between the Transferor Companies and between the respective Transferor Companies and the Transferee Company.



Borrowing Limits; Corporate Approvals

- (xxii) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the borrowing and investment limits of the Transferee Company under the Act shall be deemed without any further act or deed to have been enhanced by the borrowing and investment limits of each of the Transferor Companies, such limits being incremental to the existing limits of the Transferee Company.



- (xxiii) Any corporate approvals obtained by the respective Transferor Companies, whether for purposes of compliance or otherwise, shall stand transferred to the Transferee Company and such corporate approvals and



compliance shall be deemed to have been obtained and complied with by the Transferee Company.

Taxes

(xxiv) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all Taxes payable by, or refundable to, the respective Transferor Companies, including any refunds, claims or credits (including credits for income Tax, withholding Tax, advance Tax, self-assessment Tax, minimum alternate Tax, CENVAT credit, goods and services Tax credits, other indirect Tax credits and other Tax receivables) shall be treated as the Tax liability, refunds, claims, or credits, as the case may be, of the Transferee Company, and any Tax incentives, benefits (including claims for unabsorbed Tax losses and unabsorbed Tax depreciation), advantages, privileges, exemptions, credits, Tax holidays, remissions or reductions, which would have been available to the respective Transferor Companies, shall be available to the Transferee Company, and following the Effective Date, the Transferee Company shall be entitled to initiate, raise, add or modify any claims in relation to such Taxes on behalf of the respective Transferor Companies.

Creditors

(xxv) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the secured creditors of the respective Transferor Companies and/or other holders of security over the properties of the respective Transferor Companies, shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the respective Transferor Companies, as existing immediately prior to the amalgamation of each of the Transferor Companies with the Transferee Company and the secured creditors of the Transferee Company and/or other holders of security over the properties of the Transferee Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Transferee Company, as existing immediately prior to the amalgamation of each of the Transferor Companies with the Transferee Company. It is hereby clarified that pursuant to the amalgamation of each of the Transferor Companies with the Transferee Company, (a) the secured creditors of the respective Transferor Companies and/or other holders of security over the properties of the respective Transferor Companies, shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferee Company and therefore, such assets which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company; and (b) the secured creditors of the Transferee Company and/or other holders of security over the properties of the Transferee Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the respective Transferor Companies and therefore, such assets which are not currently encumbered shall remain free and available for creation of any security



thereon in future in relation to any current or future indebtedness of the Transferee Company.

2.1.3 The Transferor Companies and/or the Transferee Company, as the case may be, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under Law or otherwise, do all such acts or things as may be necessary to transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by each of the Transferor Companies. It is hereby clarified that if the consent of any third party or Governmental Authority, if any, is required to give effect to the provisions of this Clause, the said third party or Governmental Authority shall make and duly record the necessary substitution/endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Tribunal, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Transferee Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.

2.1.4 The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of each of the Transferor Companies and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.

2.1.5 Without prejudice to the other provisions of the Scheme and notwithstanding the vesting of the Transferor Companies into the Transferee Company by virtue of Part II of the Scheme itself, 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 Law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement in relation to which the respective Transferor Companies have been a party, including any filings with the regulatory authorities in order to give formal effect to the above provisions and to carry out or perform all such formalities or compliances referred to above on the part of the respective Transferor Companies. The Transferee Company will, if necessary, also be a party to the above.

Business and property in trust and conduct of the business for the Transferee Company

2.2.1 With effect from the Appointed Date and up to and including the Effective Date, each of the Transferor Companies shall carry on their respective businesses with reasonable diligence and except in the ordinary course of business, each of the Transferor Companies shall not, without the prior written consent of the Board of Directors of the Transferee Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with or dispose off any of the assets of the Undertakings of the Transferor Companies or any part thereof.

2.2.2 With effect from the Appointed Date and upto and including the Effective Date:



(a) each of the Transferor Companies shall carry on and be deemed to have carried on their respective businesses and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all their respective estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions for and on account of, and in trust for, the Transferee Company;

(b) all profits and income accruing or arising to the respective Transferor Companies, and losses and expenditure arising or incurred by them (including Taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including Taxes), as the case may be, of the Transferee Company;

(c) all debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on the close of business on the date preceding the Appointed Date, whether or not provided in the books of the respective Transferor Companies which arise or accrue to the respective Transferor Companies on or after the Appointed Date, shall be deemed to be of the Transferee Company;

(d) any of the rights, powers, authorities or privileges exercised by the respective Transferor Companies shall be deemed to have been exercised by the respective Transferor Companies for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have undertaken or discharged by the respective Transferor Companies shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company; and



(e) all Taxes (including, without limitation, income Tax, minimum alternate tax, tax deducted at source, sales Tax, goods and services tax, excise duty, customs duty, service Tax, VAT, entry Tax, etc.) paid or payable by the respective Transferor Companies in respect of the operations and/or the profits of the Undertakings of the Transferor Companies before the Appointed Date, shall be on account of the respective Transferor Companies and, in so far as it relates to the tax payment (including, without limitation, income Tax, minimum alternate tax, tax deducted at source, sales Tax, goods and services tax, excise duty, customs duty, service Tax, VAT, entry Tax, etc.), whether by way of deduction at source, advance Tax or otherwise howsoever, by the respective Transferor Companies in respect of the profits or activities or operation of the Undertakings of the Transferor Companies with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.



2.3 Transfer of the Authorised Share Capital

2.3.1 Upon this Scheme becoming effective, the authorized share capital of each of the Transferor Companies shall stand transferred to and be amalgamated/combined with the authorized share capital of the Transferee Company. The fees or stamp duty, if any, paid by each of the Transferor Companies on their respective authorized share capitals shall be deemed to have been so paid by the Transferee Company on the combined authorized share capital, and the Transferee Company shall not be required to pay any fee/ stamp duty for the increase of the authorized share capital. The authorised share capital of the Transferee Company will automatically stand increased to that effect by simply filing the requisite forms with the RoC and no separate procedure or instrument or deed shall be required to be followed under the Act.

Clause V. of the memorandum of association of the Transferee Company shall, upon this Scheme becoming effective, and without any further act, instrument or deed, be replaced by the following clause:

"V. *The Authorized Share Capital of the Company is Rs. 28,000,00,00,000/- (Rupees Twenty Eight Thousand crores Only) divided as follows:*

(i) *Rs. 24,800,00,00,000/- (Rupees Twenty Four Thousand Eight Hundred crores Only) divided into 2,480,00,00,000 (Two Thousand Four Hundred Eighty crores) Equity Shares of Rs. 10/- each ranking pari passu with the existing Equity Shares;*

(ii) *Rs. 500,00,00,000/- (Rupees Five Hundred Crores only) divided into 50,00,00,000 (Fifty Crores) Cumulative Compulsory Convertible Participatory Preference shares of Rs. 10/- each; and*

(iii) *Rs. 750,00,00,000 (Rupees Seven Hundred Fifty Crores only) divided into 75,00,00,000 (Seventy Five Crores) Compulsory Convertible Preference Shares of Rs. 10/- each; and*

(iv) *Rs. 1,000,00,00,000 (Rupees One Thousand Crores only) divided into 10,00,00,000 (Ten Crores) Redeemable Preference Shares of Rs. 100/- each; and*

(v) *Rs. 950,00,00,000/- (Rupees Nine Hundred Fifty crores Only) divided into 9,50,00,000 (Nine Crores Fifty Lacs) Preference Shares of Rs. 100/- each "*

2.3.2 The approval of this Scheme by the shareholders of the Transferee Company under Sections 230 to 232 of the Act, whether at a meeting or otherwise, or any dispensation of the same by the Competent Authority, shall be deemed to have been an approval under Section 13, Section 61 and Section 64 or any other applicable provisions under the Act and no further resolution(s) would be required to be separately passed in this regard.



2.4 Cancellation of equity shares/Issue and allotment of preference shares

2.4.1 Upon the coming into effect of this Scheme, and in consideration of the transfer of and vesting of the Undertakings of the Transferor Companies in the Transferee Company in terms of the Scheme:

- (a) all the equity shares issued by the respective Transferor Companies and held by the Transferee Company and/or its nominees shall stand cancelled and extinguished and in lieu thereof, there shall be no allotment of equity shares in the Transferee Company;
- (b) the Transferee Company shall, without any further act or deed, issue and allot 1 (one) Preference Shares 1 of the Transferee Company credited as fully paid-up for every 1 (one) preference share of Rs. 100/- (Rupees One Hundred Only) each held by such preference shareholder in the Fourth Transferor Company, provided that the Transferee Company shall not issue and allot any Preference Shares 1 to the preference shareholders of the Fourth Transferor Company if such preference shares held by the preference shareholders of the Fourth Transferor Company are redeemed on or before the Effective Date; and
- (c) the Transferee Company shall, without any further act or deed, issue and allot 1 (one) Preference Shares 2 of the Transferee Company credited as fully paid-up to the extent of the paid-up amount per Preference Shares 2 as on the Effective Date for every 1 (one) preference share of Rs. 100/- (Rupees One Hundred Only) each held by such preference shareholder in the Sixth Transferor Company, provided that the Transferee Company shall not issue and allot any Preference Shares 2 to the preference shareholders of the Sixth Transferor Company if such preference shares held by the preference shareholders of the Sixth Transferor Company are redeemed on or before the Effective Date.

2.4.2



Upon the issuance and allotment of the Preference Shares 1 in the Transferee Company to the preference shareholders of the Fourth Transferor Company and upon the issuance and allotment of the Preference Shares 2 in the Transferee Company to the preference shareholders of the Sixth Transferor Company in terms of Clauses 2.4.1 (b) and 2.4.1 (c) above, the respective preference shares of the Fourth Transferor Company and the Sixth Transferor Company, shall be deemed to have been automatically cancelled and be of no effect.

2.4.3



The Preference Shares 1 and the Preference Shares 2, respectively, issued pursuant to Clauses 2.4.1 (b) and 2.4.1 (c) above shall be issued and allotted in a dematerialised form to the respective preference shareholders of the Fourth Transferor Company and the Sixth Transferor Company.

2.4.4



Approval of the Scheme by the equity shareholders of the Transferee Company shall be deemed to be the due compliance of the provision of Section 55 of the Act read with Rule 9 of the Companies (Share Capital and Debentures) Rules, 2014 for the issue and allotment of the Preference Shares 1 by the Transferee Company to the preference shareholders of the Fourth Transferor Company and for the issue



and allotment of the Preference Shares 2 by the Transferee Company to the preference shareholders of the Sixth Transferor Company, as provided in the Scheme.

2.5 Dissolution of the Transferor Companies

Upon the coming into effect of this Scheme, each of the Transferor Companies shall stand dissolved without being wound up, without any further act or deed.

2.6 Accounting Treatment in the books of the Transferee Company

2.6.1 Upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in its books of account in accordance with "Pooling of Interest Method" of accounting as laid down in Appendix C of Ind AS-103 Business Combinations of entities under common control notified under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as may be amended from time to time, such that:

2.6.1.1 the Transferee Company shall record the assets and liabilities, if any, of the Transferor Companies vested in it pursuant to this Scheme, at the carrying values as appearing in the consolidated financial statements of Transferee Company;

2.6.1.2 the identity of the reserves shall be preserved and the Transferee Company shall record the reserves of the Transferor Companies, as appearing in the consolidated financial statements of the Transferee Company;

2.6.1.3 pursuant to the amalgamation of the Transferor Companies with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Companies, if any, appearing in the books of the Transferee Company shall stand cancelled;

2.6.1.4 the value of investments held by the Transferee Company in each of the Transferor Companies shall stand cancelled pursuant to amalgamation;

2.6.1.5 the surplus/deficit, if any arising after taking the effect of Clauses 2.6.1.1, 2.6.1.2 and 2.6.1.4 and after giving effect of the adjustments referred to in Clause 2.6.1.3 shall be transferred to "Capital Reserve" in the financial statements of the Transferee Company and shall be presented separately from other capital reserves with disclosure of its nature and purpose in the notes;

2.6.1.6 in case of any difference in accounting policy between each of the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company will prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies;



- 2.6.1.7 comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of the amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the comparative period.
- 2.6.1.8 for accounting purpose, the Scheme will be given effect to on the date when all substantial conditions for transfer of each of the Transferor Companies are completed; and
- 2.6.1.9 any matter not dealt with in Clauses hereinabove shall be dealt with in accordance with the Indian Accounting Standards applicable to the Transferee Company.

2.7 Matters Relating to Tax in respect of the Undertakings

- 2.7.1 The provisions of Part II of this Scheme are intended to comply with the conditions relating to "Amalgamation" as specified under section 2(1B) of the Income Tax Act, II, at a later date, any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of section 2(1B) of the Income Tax Act, including as a result of an amendment of Law or the enactment of a new legislation or for any other reason whatsoever, the provisions of section 2(1B) of the Income Tax Act, or a corresponding provision of any amended or newly enacted Law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income Tax Act or a corresponding provision of any amended or newly enacted Law. Such modification(s) will, however, not affect the other parts of the Scheme. The power to make such modification(s), if necessary, shall vest with the Boards of Directors of the Transferor Companies and the Transferee Company, which power shall be exercised reasonably in the best interest of each of the Transferor Companies, the Transferee Company and their respective shareholders and creditors in accordance with Clause 3.2. In addition, upon the Scheme becoming effective:

- (i) to the extent required, the respective Transferor Companies and the Transferee Company are permitted to revise and file their respective income Tax returns, withholding Tax returns (including Tax deducted at source certificates and Tax collected at source certificates), sales Tax, value added Tax, service Tax, central sales Tax, entry Tax, goods and services Tax returns and any other Tax returns, even if the time limits prescribed under the Income Tax Act have lapsed; and
- (ii) the Transferee Company shall be entitled to: (a) claim deduction with respect to items such as provisions, expenses, etc. disallowed in earlier years in the hands of the respective Transferor Companies, which may be allowable in accordance with the provisions of the Income Tax Act on or after the Appointed Date; and (b) exclude items such as provisions, reversals, etc. for which no deduction or Tax benefit has been claimed by the respective Transferor Companies prior to the Appointed Date.

Upon the Scheme becoming effective, notwithstanding anything to the contrary contained in the provisions of this Scheme, all accumulated Tax loss and



unabsorbed Tax depreciation of the respective Transferor Companies as on the Appointed Date, shall, for all purposes, be treated as accumulated Tax loss and unabsorbed Tax depreciation of the Transferee Company. It is further clarified that any business loss and unabsorbed depreciation of the respective Transferor Companies as specified in their respective books of account shall be included as business loss and unabsorbed depreciation of the Transferee Company for the purposes of computation of minimum alternate Tax.

2.7.3 Upon the Scheme becoming effective, the Transferee Company shall be entitled to claim refunds (including refunds or claims pending with the Tax authorities) or credits, with respect to Taxes paid by, for, or on behalf of, the respective Transferor Companies under applicable Laws, including income Tax, minimum alternate tax, tax deducted at source, sales Tax, value added Tax, service Tax, entry Tax, custom duty, goods and services Tax or any other Tax, whether or not arising due to an inter-se transactions between the Transferor Companies and between the respective Transferor Companies and the Transferee Company, even if the prescribed time limits for claiming such refunds or credits have lapsed.

2.7.4 Upon the Scheme becoming effective and with effect from the Appointed Date, all Taxes, cess, duties and liabilities (direct and indirect), payable by or on behalf of the respective Transferor Companies, including any taxes paid and taxes deducted at source and deposited by the Transferee Company on inter se transactions between the Appointed Date and Effective Date, shall, for all purposes, be treated as Taxes, cess, duties and liabilities, as the case may be, of the Transferee Company.

2.7.5 Upon the Scheme becoming effective and with effect from the Appointed Date, all unavailed credits and exemptions and other statutory benefits, including in respect of income Tax, CENVAT, customs, value added Tax, sales Tax, service Tax, entry Tax and goods and services Tax to which the respective Transferor Companies are entitled shall be available to and vest in the Transferee Company, without any further act or deed.

2.7.6 Any Tax liabilities under the Income Tax Act or other applicable Tax Laws or regulations allocable to the respective Transferor Companies, whether or not provided for or covered by any Tax provisions in the accounts of the respective Transferor Companies made as on the date immediately preceding the Appointed Date, shall be transferred to the Transferee Company. Any surplus in the provision for Taxation or duties or levies in the accounts of the respective Transferor Companies, including advance Tax and Tax deducted at source as on the close of business in India on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

2.7.7 All Tax assessment proceedings and appeals of whatsoever nature by or against the respective Transferor Companies, pending or arising as at the Effective Date, shall be continued and/or enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the respective Transferor Companies. Further, the aforementioned proceedings shall neither abate or be discontinued nor be in any way prejudicially



affected by reason of the amalgamation of the Transferor Companies with the Transferee Company or anything contained in this Scheme.

- 2.7.8 Any refund under the Income Tax Act or any other Tax Laws related to or due to the respective Transferor Companies, including those for which no credit is taken as on the date immediately preceding the Effective Date, shall also belong to and be received by the Transferee Company.
- 2.7.9 Without prejudice to the generality of the above, all benefits, incentives, claims, losses, credits (including income Tax, service Tax, excise duty, goods and services Tax and applicable state value added Tax) to which the respective Transferor Companies are entitled to in terms of applicable Tax Laws, shall be available to and vest in the Transferee Company from the Effective Date.
- 2.8 **Saving of concluded transactions**
- 2.8.1 The transfer of assets, properties and liabilities and the continuance of proceedings by or against the respective Transferor Companies under Clause 2.1.2 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on and after the Appointed Date until the Effective Date, to the end and intent that the Transferee Company accept and adopt all acts, deeds and things done and executed by the respective Transferor Companies in respect thereto as done and executed on behalf of the Transferee Company.

PART III

3. GENERAL TERMS AND CONDITIONS

3.1. Applications to the Tribunal

3.1.1. The Companies shall make necessary applications and/ or petitions pursuant to sections 230 to 232 of the Act and other applicable provisions of the Act to the Tribunal for approval of the Scheme and all matters ancillary or incidental thereto, as may be necessary to give effect to the terms of the Scheme.



3.1.2. The Companies shall be entitled, pending the effectiveness of the Scheme, to apply to any Governmental Authority, if required, under any Law for such consents and approvals, which the respective Companies may require to effect the transactions contemplated under the Scheme, in any case subject to the terms as may be mutually agreed between the relevant Companies.



3.2. Modification or Amendments to the Scheme

3.2.1. Subject to Clause 3.2.4, the Companies may mutually, by their respective Boards of Directors or such other person or persons, as the respective Boards of Directors, may authorize, may make and/or consent to (i) any modifications / amendments to the Scheme (including but not limited to the terms and conditions thereof); or (ii) to any conditions or limitations that the Tribunal or any other Governmental Authority may deem fit to direct or impose; or (iii) modification/ amendment which



may otherwise be considered necessary, desirable or appropriate by them. No further approval of the shareholders or creditors of any of the Companies shall be necessary for giving effect to the provisions of this Clause.

3.2.2. The Companies, by their respective Boards of Directors or such other person or persons, as the respective Boards of Directors may authorize (including any committee or sub-committee thereof), shall be authorised 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 authorities or otherwise howsoever arising out of, or under, or by virtue of the Scheme and/or any matter concerned or connected therewith.

3.2.3. For the purpose of giving effect to this Scheme or to any modifications or amendments or additions thereto, the respective Board of Directors of the Companies may jointly give and are hereby jointly 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 the Companies, in the same manner as if the same were specifically incorporated in this Scheme.

3.2.4. Notwithstanding anything stated in Clauses 3.2.1, 3.2.2. and 3.2.3. hereinabove, no amendments or changes to the Scheme shall be carried out or be permissible unless and until the same are approved by the Tribunal before which the Companies have filed the petition for sanctioning the Scheme.

3.3. Scheme conditional upon approvals/sanctions

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

- (a) the Transferee Company filing the Scheme with the Stock Exchanges in terms of the SEBI Circular;
- (b) the Scheme being approved by the respective requisite majorities of the classes of members and creditors (where applicable) of the Companies in accordance with the Act or dispensation having been received from the Tribunal in relation to obtaining such approval from the shareholders and/or creditors or any Law permitting the respective Companies not to convene the meetings of its shareholders and/or creditors;
- (c) the Scheme being confirmed/approved by the Tribunal, either on terms as originally approved by the Companies, or subject to such modifications approved by the Tribunal, which shall be in form and substance acceptable to the Companies, each acting reasonably and in good faith;
- (d) certified copies of the confirmation orders of the Tribunal confirming/sanctioning the Scheme being filed with the RoC by the respective Companies; and
- (e) approval for transfer of letter of approvals granting the status as Co-Developer to the Sixth Transferor Company for setting up of generation,



transmission, distribution of power and related infrastructure facilities on area of 293.8810 hectares in the multi product Special Economic Zone at Mundru, District Kutch, Gujarat including the transfer of approvals for the authorised operations to the Transferee Company from the appropriate authority.

3.4. Dividends

- 3.4.1. The Companies shall be entitled to declare and pay dividends, whether interim and/or final, to their respective shareholders prior to the Effective Date, but only in the ordinary course of business.
- 3.4.2. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the respective Companies 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 Companies, and if applicable in accordance with the provisions of the Act, be subject to the approval of the shareholders of the respective Companies.

3.5. Interpretation

- 3.5.1. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any provisions of Law at a later date, whether as a result of any amendment of Law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of the Law shall prevail. Subject to obtaining the sanction of the Tribunal, if necessary, this Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will, however, not affect other parts of this Scheme. Notwithstanding the other provisions of this Scheme, the power to make such amendments/modifications as may become necessary, whether before or after the Effective Date, shall, subject to obtaining the sanction of the Tribunal if necessary, vest with the Board of Directors of the respective Companies, which power shall be exercised reasonably in the best interests of the Companies and their respective shareholders.



3.6. Severability



- 3.6.1. If any part of this Scheme is invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future Law, then it is the intention of the Companies that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the Companies, then in such case the Companies shall attempt to bring about a modification in the Scheme, as will best preserve for the Companies the benefits and obligations of the Scheme, including but not limited to such part.



- 3.6.2. If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement of the Companies, affect the validity or implementation of the other parts and/or provisions of this Scheme.



3.7. No cause of action

3.7.1. No third party claiming to have acted or changed its position in anticipation of this Scheme taking effect, shall get any cause of action against the respective Companies or their respective directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.

3.8. Effect of Non-Receipt of Approvals; Withdrawal

3.8.1. In the event of any of the said confirmations/sanctions and approvals not being obtained and/or the Scheme not being confirmed/sanctioned by the Tribunal, the Scheme shall become null and void and the Companies shall bear and pay their respective costs, charges and expenses for and/or in connection with the Scheme.

3.8.2. The Companies, acting through their respective Board of Directors, may mutually agree in writing to withdraw this Scheme from the Tribunal.

3.9. Costs and Expenses

3.9.1. All costs, duties, levies, charges and expenses payable by the Companies in relation to or in connection with the Scheme and/or incidental to the completion of the Scheme shall be borne and paid by the Transferee Company.





HEMANGI V. MULAOKAR
CHARTERED ACCOUNTANTS

**CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN**

I have gone through the books of accounts and other records of Adani Power Maharashtra Limited ("the Company") having its registered office at Adani Corporate House, Shantigram Near Vaishno Devi Circle, S. G. Highway, Khodiyar Ahmedabad, 382421. I hereby certify that freehold property, leasehold property and other fixed assets held by the Company as on 30th September, 2022 are as per attached **Annexure 1**.

This certificate has been issued for submission with National Company Law Tribunal, in connection with the proposed Scheme of Amalgamation of Adani Power Maharashtra Limited and Adani Power Rajasthan Limited and Udupi Power Corporation Limited and Raipur Energen Limited and Raigarh Energy Generation Limited and Adani Power (Mundra) Limited with Adani Power Limited under Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.

This certificate is issued on specific request of the Company's management and I have relied on the unaudited books of accounts and other information and explanations given to me.

I owe no financial or other liability in respect of this certificate to anyone except my client.

For,
Hemangi V. Mulaokar
Chartered Accountants

Hemangi

Hemangi V. Mulaokar
M.No - 127083
UDIN- 23127083BGWBNJ1601



Place: Ahmedabad
Date: 13/01/2023



Adani Power Maharashtra Limited

Annexure 1

First Part : Short description of Freehold property of the transferor company as at 30th September, 2022

(A) Freehold Land

Sr.No.	Type of assets	Location	Unit of Measurement	Area
1	Freehold Land	Situated at Vill- Mendipur, Post - Gumachawda, Taluka - Tiroda, Dist - Gondia - 441911	Hectare	164.61
2	Freehold Land	Situated at Vill- Kachewani, Post - Kachewani, Taluka - Tiroda, Dist - Gondia - 441614	Hectare	184.79
3	Freehold Land	Situated at Vill- Khairbodi, Post - Gumachawda, Taluka - Tiroda, Dist - Gondia - 441911	Hectare	5.70
4	Freehold Land	Situated at Vill- Garada, Post - Tiroda, Taluka - Tiroda, Dist - Gondia - 441911,	Hectare	141.90
5	Freehold Land	Situated at Vill- Berdipar, Post - Kachewani, Taluka - Tiroda, Dist - Gondia - 441614	Hectare	15.91
	Total :-			512.91

(B) Building details

S No.	Building Details	No. of Floors	Area [Sq mt.]	Type of Construction	Location
	BTG				
1	MPH#1,2,3	6	9900	RCC and Steel Structure	APML-Tiroda
2	MPH#4 & 5	6	3255	RCC and Steel Structure	APML-Tiroda
3	Boiler-1	10	3175.2	RCC and Steel Structure	APML-Tiroda
4	Boiler-2	10	3175.2	RCC and Steel Structure	APML-Tiroda
5	Boiler-3	10	3175.2	RCC and Steel Structure	APML-Tiroda
6	Boiler-4	10	3175.2	RCC and Steel Structure	APML-Tiroda
7	Boiler-5	10	3175.2	RCC and Steel Structure	APML-Tiroda
8	ESP-1	1	5220	RCC Foundation with Steel Structure	APML-Tiroda
9	ESP-2	1	5220	RCC Foundation with Steel Structure	APML-Tiroda
10	ESP-3	1	5220	RCC Foundation with Steel Structure	APML-Tiroda
11	ESP-4	1	5220	RCC Foundation with Steel Structure	APML-Tiroda
12	ESP-5	1	5220	RCC Foundation with Steel Structure	APML-Tiroda
13	ESP Control room-1	3	552	RCC and Steel Structure	APML-Tiroda
14	ESP Control room-2	3	552	RCC and Steel Structure	APML-Tiroda
15	ESP Control room-3	3	552	RCC and Steel Structure	APML-Tiroda
16	ESP Control room-4	33	552	RCC and Steel Structure	APML-Tiroda
17	ESP Control room-5	3	552	RCC and Steel Structure	APML-Tiroda
18	Refrigeration building	1	300	RCC and Steel Structure	APML-Tiroda
19	DG Set-1	1	169	RCC and Steel Structure	APML-Tiroda
20	DG Set-2	1	169	RCC and Steel Structure	APML-Tiroda
21	DG Set-3	1	234	RCC and Steel Structure	APML-Tiroda
22	Air Washer-1	1	101.79	RCC and Steel Structure	APML-Tiroda



Adani Power Maharashtra Limited

Annexure 1

Building details

S.No.	Building Details	No. of Floors	Area [Sq mt.]	Type of Construction	Location
23	Air Washer-2	1	101.79	RCC and Steel Structure	APML-Tiroda
24	Air Washer-3	1	101.79	RCC and Steel Structure	APML-Tiroda
25	Air Washer-4	1	101.79	RCC and Steel Structure	APML-Tiroda
26	Air Washer-5	1	101.79	RCC and Steel Structure	APML-Tiroda
27	Air Washer-6	1	101.79	RCC and Steel Structure	APML-Tiroda
28	CST-1	1	72.3	RCC Foundation with Steel Structure	APML-Tiroda
29	CST-2	1	72.3	RCC Foundation with Steel Structure	APML-Tiroda
30	CST-3	1	72.3	RCC Foundation with Steel Structure	APML-Tiroda
31	CST-4	1	72.3	RCC Foundation with Steel Structure	APML-Tiroda
32	CST-5	1	72.3	RCC Foundation with Steel Structure	APML-Tiroda
AHP					
1	Ash water p/h-1	1	350	RCC Structure	APML-Tiroda
2	Ash water p/h-2	1	300	RCC Structure	APML-Tiroda
3	Ash Slurry p/h-1	1	480	RCC Structure	APML-Tiroda
4	Ash Slurry p/h-2	1	480	RCC Structure	APML-Tiroda
5	Vacuum P/h-1	1	1000	RCC Structure	APML-Tiroda
6	Booster p/h	1	132	RCC Structure	APML-Tiroda
7	AHP control/compressor and Vacuum pump s/g room	2	1000	RCC Structure	APML-Tiroda
8	Compressor Air Room	1	450	RCC Structure	APML-Tiroda
9	Silo-1	1	113	RCC Structure	APML-Tiroda
10	Silo-2	1	113	RCC Structure	APML-Tiroda
11	Silo-3	1	113	RCC Structure	APML-Tiroda
12	Silo-4	1	113	RCC Structure	APML-Tiroda
13	Silo-5	1	113	RCC Structure	APML-Tiroda
14	Silo-6	1	114	RCC Structure	APML-Tiroda
15	Silo switchgear room	1	412.8	RCC Structure	APML-Tiroda
16	AWRS clarifier	1	2289	RCC Structure	APML-Tiroda
17	AWRS Pump house	1	996.8	RCC Structure	APML-Tiroda
18	AWRS Chemical house	1	571.2	RCC Structure	APML-Tiroda
Chimney					
1	Chimney-1	6	794	RCC and Steel Structure	APML-Tiroda
2	Chimney-2	6	854.8	RCC and Steel Structure	APML-Tiroda
Common areas					
1	Site Office-1	1	443.3982	RCC and Steel Structure	APML-Tiroda
2	Site Office-2	1	443.3982	RCC and Steel Structure	APML-Tiroda
3	Site Office-3	1	343.0196	RCC and Steel Structure	APML-Tiroda
4	Site Office-4	1	343.0196	RCC and Steel Structure	APML-Tiroda
5	Erector Hostel-1(Shantiniketan-01)	3	2057.61	RCC Structure	APML-Tiroda
6	Erector Hostel-2(Shantiniketan-02)	3	2057.61	RCC Structure	APML-Tiroda
7	Family Hostel	3	2057.61	RCC Structure	APML-Tiroda
8	Workshop building	1	1754.765	RCC and Steel Structure	APML-Tiroda
9	Field quality laboratory	2	895.96	RCC and Steel Structure	APML-Tiroda
10	Construction Store-1	1	900	RCC Foundation with Steel Structure	APML-Tiroda
11	Construction Store-2	1	900	RCC Foundation with Steel Structure	APML-Tiroda



Adani Power Maharashtra Limited

Annexure 1

Building details

S No.	Building Details	No. of Floors	Area [Sq. mt.]	Type of Construction	Location
12	Canteen Building	1	720	RCC Structure	APML-Tiroda
13	Diesel Pump	1	16	RCC and Steel Structure	APML-Tiroda
14	BTG Store-1	1	2000	RCC Foundation with Steel Structure	APML-Tiroda
15	BTG Store-2	1	2000	RCC Foundation with Steel Structure	APML-Tiroda
16	33/11KV Substation Metering Room	1	16	RCC Structure	APML-Tiroda
17	33/11KV Substation Control Room	1	84	RCC Structure	APML-Tiroda
18	Existing MIDC facilities (P/H, Water clarifloculator etc.)	2	913	RCC Structure	APML-Tiroda
19	Electrical Workshop	1	1200	RCC Foundation with Steel Structure	APML-Tiroda
20	Lub oil cell	1	480	RCC Foundation with Steel Structure	APML-Tiroda
21	CHP Maintenance workshop	1	299	RCC Foundation with Steel Structure	APML-Tiroda
22	Admin building	2	2205.15	RCC Structure	APML-Tiroda
23	Service building	4	520.9	RCC Structure	APML-Tiroda
24	Package Boiler		682.1	RCC Foundation with Steel Structure	APML-Tiroda
25	SCMEC colony	1	4752	RCC Foundation with Steel Structure	APML-Tiroda
26	Labour Hutment	1	2995.8	RCC Structure	APML-Tiroda
27	Switchyard control room	3	829	RCC Structure	APML-Tiroda
28	Safety presentation building	1	287.12	RCC Foundation with Steel Structure	APML-Tiroda
29	Security Room	1	287.12	RCC Structure	APML-Tiroda
Cooling Water System					
1	C/W p/h -1	1	1119.08	RCC Structure	APML-Tiroda
2	C/W p/h -2	1	1119.08	RCC Structure	APML-Tiroda
3	Cooling Tower-1	2	5923.8432	RCC Structure	APML-Tiroda
4	Cooling Tower-2	2	5923.8432	RCC Structure	APML-Tiroda
5	Cooling Tower-3	2	5923.8432	RCC Structure	APML-Tiroda
6	Cooling Tower-4	2	5923.8432	RCC Structure	APML-Tiroda
7	Cooling Tower-5	2	5923.8432	RCC Structure	APML-Tiroda
8	CT Switchgear room-1	1	247.5	RCC and Steel Structure	APML-Tiroda
9	CT Switchgear room-2	1	198	RCC and Steel Structure	APML-Tiroda
Water Treatment System					
1	STP MCC-1	1	39.5044	RCC Structure	APML-Tiroda
2	STP MCC-2	1	39.5044	RCC Structure	APML-Tiroda
3	ETP MCC	1	39.5044	RCC Structure	APML-Tiroda
4	Hydrogen Generation	1	375	RCC Structure	APML-Tiroda
5	Raw water p/h -1	2	219.2	RCC Structure	APML-Tiroda
6	Raw water p/h -2	1	267.2	RCC Structure	APML-Tiroda
CHP					
1	Track hopper	4	1639	RCC and Steel Structure	APML-Tiroda
2	Railway Yard building	2	124.95	RCC Structure	APML-Tiroda
3	Loco Shed	1	315	RCC and Steel Structure	APML-Tiroda
4	Crusher House	6	1352	RCC and Steel Structure	APML-Tiroda
5	Drive House-1	1	64	RCC and Steel Structure	APML-Tiroda
6	Drive House-2	1	64	RCC and Steel Structure	APML-Tiroda
7	JNT-1	3	192	RCC Foundation with Steel Structure	APML-Tiroda



Adani Power Maharashtra Limited

Annexure 1

Building details

S No.	Building Details	No. of Floors	Area [Sq mt.]	Type of Construction	Location
8	JNT-2	4	319.2	RCC Foundation with Steel Structure	APML-Tiroda
9	JNT-4	4	36	RCC Foundation with Steel Structure	APML-Tiroda
10	JNT-5	3	151.25	RCC Foundation with Steel Structure	APML-Tiroda
11	JNT-6	3	151.25	RCC Foundation with Steel Structure	APML-Tiroda
12	JNT-7	3	151.25	RCC Foundation with Steel Structure	APML-Tiroda
13	JNT-8	3	151.25	RCC Foundation with Steel Structure	APML-Tiroda
14	JNT-9	3	151.25	RCC Foundation with Steel Structure	APML-Tiroda
15	JNT-10	3	151.25	RCC Foundation with Steel Structure	APML-Tiroda
16	JNT-11	3	36	RCC Foundation with Steel Structure	APML-Tiroda
17	JNT-12	4	36	RCC Foundation with Steel Structure	APML-Tiroda
18	JNT-13	3	151.25	RCC Foundation with Steel Structure	APML-Tiroda
19	JNT-14	3	151.25	RCC Foundation with Steel Structure	APML-Tiroda
20	JNT-15	3	151.25	RCC Foundation with Steel Structure	APML-Tiroda
21	JNT-16	3	151.25	RCC Foundation with Steel Structure	APML-Tiroda
22	TH-5	4	193.75	RCC Foundation with Steel Structure	APML-Tiroda
23	PMCC-1	2	183.18	RCC Structure	APML-Tiroda
24	PMCC-2	2	672.4	RCC Structure	APML-Tiroda
25	CHP pump house	1	297.5	RCC Structure	APML-Tiroda
26	Wagon Tippler-1&2	3	804.76	RCC and Steel Structure	APML-Tiroda
27	Wagon Tippler-3	3	441.6	RCC and Steel Structure	APML-Tiroda
Fuel Oil System					
1	HFO Main tank-1	1	283.3	RCC Foundation with Steel Structure	APML-Tiroda
2	HFO Main tank-2	1	283.3	RCC Foundation with Steel Structure	APML-Tiroda
3	LOO Day Tank-1	1	86.54	RCC Foundation with Steel Structure	APML-Tiroda
4	LOO Day Tank-2	1	86.54	RCC Foundation with Steel Structure	APML-Tiroda
5	LOO Day Tank-3	1	86.54	RCC Foundation with Steel Structure	APML-Tiroda
6	HFO Day tank-1	1	44.1	RCC Foundation with Steel Structure	APML-Tiroda
7	HFO Day tank-2	1	44.1	RCC Foundation with Steel Structure	APML-Tiroda
8	Transfer pump house	2	210	RCC Structure	APML-Tiroda



Adani Power Maharashtra Limited

Annexure 1

Building details

S No.	Building Details	No. of Floors	Area [Sq mt.]	Type of Construction	Location
9	Switchgear Room & fuel oil pump house	1	118.75	RCC Structure	APML-Tiroda
	WTP				
1	Chlorination-1	1	400	RCC Structure	APML-Tiroda
2	Chlorination-2	1	400	RCC Structure	APML-Tiroda
3	DM tank-1	1	153.8	RCC Foundation with Steel Structure	APML-Tiroda
4	DM tank-1	1	153.8	RCC Foundation with Steel Structure	APML-Tiroda
5	DM tank-1	1	153.8	RCC Foundation with Steel Structure	APML-Tiroda
6	DM tank-4	1	314	RCC Foundation with Steel Structure	APML-Tiroda
7	DM tank-5	1	314	RCC Foundation with Steel Structure	APML-Tiroda
8	PT-1 (Aerator, Flash mixer, CWST)	1	4437.1	RCC Structure	APML-Tiroda
9	PT-2 (Aerator, Flash mixer, CWST)	1	2476.1	RCC Structure	APML-Tiroda
10	Chemical house-1	1	282.54	RCC Structure	APML-Tiroda
11	Chemical house-2	1	264.18	RCC Structure	APML-Tiroda
12	DM Building-1	2	865.84	RCC Structure	APML-Tiroda
13	DM Building-2	2	331.96	RCC Structure	APML-Tiroda
14	Comprehensive pump house & Switchgear	1	828	RCC Structure	APML-Tiroda
			157070.34		

Building details

Make Up Water pump House- KAWLEWADA PUMP HOUSE

S No.	Building Details	No. of Floors	Area [Sq mt.]	Type of Construction	Location
1	Pump House and other area.	2	5344.00	RCC and Steel Structure	KAWLEWADA
2	Switch Gear Room	1	226.95	RCC Structure	KAWLEWADA
			5570.95		

Building details

Boundary Wall and Road of APML-Tiroda-(Plant)

S No.	Building Details	No. of Floors	Area [Sq mt.]	Type of Construction	Location
1	BT Road	Ground	41528	Bitumen	Plant Inside
2	RCC Road	Ground	53855	RCC	Plant Inside
			95383		
			Length(KM)		
1	Precast Boundary wall		16.2	RCC	Plant periphery

Building details

Reservoirs -APML-Tiroda-(Plant)

S No.	Building Details	Height (m)	Area [Sq mt.]	Type of Construction	Location
1	RWR-I	9	100000	Earthwork and Tile	APML-Tiroda
2	RWR-II	8.5	300000	Earthwork and Tile	APML-Tiroda
3	RWR-III	13	204819	Earthwork and Stone Pitching	APML-Tiroda
4	RWR-IV	14	153269	Earthwork and Tile	APML-Tiroda
			758088		



Adani Power Maharashtra Limited

Annexure 1

Building details

Ash Dyke -APML-Tiroda-(Plant)					
S No.	Building Details	Height (m)	Area [Sq mt.]	Type of Construction	Location
1	IA	24	200000	Earthwork and Fly Ash	APML-Tiroda
2	IB & II	24	330000	Earthwork and Fly Ash	APML-Tiroda
3	Ramp/cala	Average- 19	180000	Earthwork and Fly Ash	
4	Lagoon-1	Average-4to 15	470000	Earthwork and Fly Ash	
5	Lagoon-2	6	400000	Earthwork and Fly Ash	APML-Tiroda
6	3B Ha dyke	9	380000	Earthwork and Fly Ash	APML-Tiroda
			1960000		

Building details

Area Detail for SHANTIGRAM TOWNSHIP, Berdipar					
S No.	Building Details	No. of Floors	Area [Sq mt.]	Type of Construction	Location
1	Bachelor Hostel	3	1819	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
2	2 BHK	3	11680	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
3	3 BHK	3	4944	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
4	Villa	2	476	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
5	Commercial Centre	1	286	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
6	Health Centre	1	930	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
7	Nursery & Creche	2	1243	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
8	Club House	2	2961	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
9	Security post	1	70	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
10	Transformer Yard 1 to 5	1	1025	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
11	STP	1	400	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
12	UG Water Tank	1	260	R.C.C Frame Structure	SHANTIGRAM TOWNSHIP, Berdipar
			26294		



Adani Power Maharashtra Limited

Annexure 1

Building details

Area Detail for SHANTIGRAM TOWNSHIP, Berdipar					
SERVICE / OPEN AREA					
S No.	Building Details	No. of Floors	Area [Sq mt.]	Type of Construction	Location
1	Road	Ground	31100	Bitumen Road	SHANTIGRAM TOWNSHIP, Berdipar
2	Play Area -Volley Ball	Ground	372	Ground	SHANTIGRAM TOWNSHIP, Berdipar
3	Play Area-Basket Ball	Ground	615	Ground	SHANTIGRAM TOWNSHIP, Berdipar
4	Play Area-Lawn Tennis	Ground	670	Ground	SHANTIGRAM TOWNSHIP, Berdipar
5	Cricket	Ground	1590	Ground	SHANTIGRAM TOWNSHIP, Berdipar
6	Cricket-Stadium	Ground	264	Ground	SHANTIGRAM TOWNSHIP, Berdipar
7	Vermi Composed	Ground	192	Ground	SHANTIGRAM TOWNSHIP, Berdipar
			Length(KM)		
8	Precast Boundary wall	Ground	2.2	Ground	SHANTIGRAM TOWNSHIP, Berdipar

(C) Other fixed assets

Sr.	Particulars
1	Plant and Equipment
2	Furniture and Fixtures
3	Railway Sidings
4	Computer Hardware
5	Office Equipments
6	Vehicles
7	Computer software



Adani Power Maharashtra Limited

Annexure 1

Second Part : Short description of Leasehold property of the transferor company as at 30th September, 2022

(A) Leasehold land details

Sr.No.	Type of assets	Location	Unit of Measurement	Area
1	Leasehold Land	Situated at VIII- Mendipur, Post - Gumadhawda, Taluka - Tiroda, Dist - Gondia - 441911	Hectare	168.71
2	Leasehold Land	Situated at VIII- Kachewani, Post - Kachewani, Taluka - Tiroda, Dist - Gondia - 441614	Hectare	79.45
3	Leasehold Land	VIII- Gumadhawda, Post - Gumadhawda, Taluka - Tiroda, Dist - Gondia - 441911	Hectare	116.40
4	Leasehold Land	Situated at VIII- Khairbodi, Post - Gumadhawda, Taluka - Tiroda, Dist - Gondia - 441911	Hectare	36.20
5	Leasehold Land	Situated at VIII- Garada, Post - Tiroda, Taluka - Tiroda, Dist - Gondia - 441911.	Hectare	0.60
6	Leasehold Land	Situated at VIII- Bardipar, Post - Kachewani, Taluka - Tiroda, Dist - Gondia - 441614	Hectare	0.08
7	Leasehold Land	VIII- Kawalewada, Post - Kawalewad, Taluka - Tiroda, Dist - Gondia - 441911.	Hectare	1.80
Total :-				403.24
Sr.No.	Type of assets	Location	Unit of Measurement	Area
1	Government - Road Land	VIII- Mendipur, Post - Gumadhawda, Taluka - Tiroda, Dist - Gondia - 441911	Hectare	0.49

(B) Other fixed assets

Sr.	Particulars
1	Right-of-Use Assets - IT assets

Third Part : Short description of all stocks, shares, debentures and other changes in action of the transferor company as at 30th September, 2022

Nil





HEMANGI V. MULAOKAR
CHARTERED ACCOUNTANTS

**CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN**

I have gone through the books of accounts and other records of Adani Power Rajasthan Limited ("the Company") having its registered office at Adani Corporate House, Shantigram Near Vaishno Devi Circle, S. G. Highway, Khodiyar Ahmedabad, 382421. I hereby certify that freehold property, leasehold property and other fixed assets held by the Company as on 30th September, 2022 are as per attached **Annexure 1**.

This certificate has been issued for submission with National Company Law Tribunal, in connection with the proposed Scheme of Amalgamation of Adani Power Maharashtra Limited and Adani Power Rajasthan Limited and Udupi Power Corporation Limited and Raipur Energen Limited and Raigarh Energy Generation Limited and Adani Power (Mundra) Limited with Adani Power Limited under Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.

This certificate is issued on specific request of the Company's management and I have relied on the unaudited books of accounts and other information and explanations given to me.

I owe no financial or other liability in respect of this certificate to anyone except my client.

For,
Hemangi V. Mulaokar
Chartered Accountants

Hemangi V. Mulaokar
M.No -127083
UDIN- 23127083BGWBNL5144



Place: Ahmedabad
Date: 13/01/2023



Office :306, Yash Arian Vivekanand Square, Memnagar, Ahmedabad-380052

M.No-9909956765 email-id: hemangi.mulaokar@gmail.com

Adani Power Rajasthan Limited

Annexure 1

First Part : Short description of Freehold property of the transferor company as at 30th September, 2022

(A) Freehold Land details

Sr. No.	Type of Assets	Location	Unit of Measurement	Area
1	Freehold Land	Situated at Village : Baldevpura, District : Baran (Khasra No.562/143 and 563/144)	Hectare	1.9
2	Freehold Land	Situated at Village : Darha, District : Baran (Khasra No.152, 153, 154, 160, 161, 164, 168, 169, 175, 176, 179, 182, 204, 205, 407, 415, 416, 417, 418, 420, 421, 423, 424, 425, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 101/731, 205 (1/5 th Part))	Hectare	44.896
3	Freehold Land	Situated at Village : Nanoda, District : Baran (Khasra No. 100, 101, 102, 115, 130, 131, 132, 133, 136, 137, 186, 187, 188, 189, 190, 191, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 204, 206, 207, 208, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 228, 230, 231, 232, 234, 236, 237, 238, 239, 240, 241, 242, 244, 245, 246, 247, 248, 249, 250, 252, 253, 254, 256, 258, 260, 261, 262, 266, 347, 349, 351, 352, 353, 354, 357, 128 /617, 129/614, 131/619, 199/666, 210 (1/5 th Part), 211/641, 225/642, 226 (2/7), 226 (2/7th Part), 226**, 226/643, 227 (2/7), 227(2/7th Part), 227**, 240/604/640, 338/1, 350/660, 351/658, 357 (1/3 rd Part), 357(1/3 rd Part), 670/114, 671/115, 677/128, 678/100, 679/204, 686/192, 687/192, 688/192, 689/192, 690/192, 691/192, 692/192, 693/192, 694/192, 695/192, 696/84, 697/115, 698/83, 702/349)	Hectare	61.841
4	Freehold Land	Situated at Village : Kheril - Gadhlyan, District : Baran (Khasra No. 259, 501, 502, 503, 504, 506, 509, 510, 511, 512, 513, 514, 515, 516, 517, 523, 524, 525, 526, 527, 528, 561/1, 563/1, 563/3, 505/609, 507/564, 507/608, 509/614, 517/577, 517/578, 650/29 (Kheril Vill.))	Hectare	13.23
5	Freehold Land	Situated at Village : Kawa, District : Baran (Khasra No.1348, 1349, 1350, 1351, 1352, 1354, 1356, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1367, 2212/1329, 2214/1353, 2215/1353, 2216/1355)	Hectare	18.45
6	Freehold Land	Situated at Village : Aton, District : Baran (Khasra No.1101/1850, 1101/1851, 1101/1852, 1102/1889, 1102/1890, 1102/1891)	Hectare	0.5495
		Total	Hectare	140.8665

(B) Building details

Sr. No.	Building Name	Type of Building	UoM	No. of Buildings	No. of Floors	Floor Area (M ²)	Area of Construction (M ²)	Quantity (Sqft)
1	Level-2 Security Building	RCC / Brickwork	Sqm	2	G	247.03	247.03	2658.01
	Security Room	RCC / Brickwork		1	G	13.44	13.44	144.61
2	Sural Canteen	RCC / Brickwork	Sqm	1	G	287.12		3089.41
3	Site Office-1	Industrial Shed with GI Sheet Roof / Steel Truss / RCC Column with Brick work	Sqm	1	G	345.15	345.15	3713.79
4	Site Office-2	Industrial Shed with GI Sheet Roof / Steel Truss / RCC Column with Brick work	Sqm	1	G	345.15	345.15	3713.79
5	Site Office-3	Industrial Shed with GI Sheet Roof / Steel Truss / RCC Column with Brick work	Sqm	1	G	345.15	345.15	3713.79



Adani Power Rajasthan Limited

Annexure 1

Details of Building								
Sr. No.	Building Name	Type of Building	Unit	No. of Building	No. of Floors	Floor Area (M ²)	Area of Construction (M ²)	Quantity (Sqft)
6	Site Office-4	Industrial Shed with GI Sheet Roof / Steel Truss / RCC Column with Brick work	Sqm	1	G	345.15	345.15	3713.79
7	Sub Station	RCC Column / Brickwork	Sqm	1	G	156.25	156.25	1681.25
8	Fire Building	RCC Column / Brickwork	Sqm	1	G+1	480.00	960.00	5164.80
9	Weigh Bridge	RCC Column / Brickwork	Sqm	1	G	15.55	15.55	168.73
10	Dispensary	RCC Column / Brickwork	Sqm	1	G	130.63	130.63	1405.53
11	Ware House-1	Industrial Shed with Color Coated Sheet at Roof & Cladding / Pre Fab Structure	Sqm	1	G	803.43	803.43	8644.91
12	Ware House-2	Industrial Shed with Color Coated Sheet at Roof & Cladding / Pre Fab Structure	Sqm	1	G	2287.60	2287.60	24614.58
13	Ware House-3	Industrial Shed with Color Coated Sheet at Roof & Cladding / Pre Fab Structure	Sqm	1	G	2287.60	2287.60	24614.58
14	Ware House-4	Industrial Shed with Color Coated Sheet at Roof & Cladding / Pre Fab Structure	Sqm	1	G	2287.60	2287.60	24614.58
15	Mechanical Work Shop	Industrial Shed with Color Coated Sheet at Roof & Cladding / Pre Fab Structure	Sqm	1	G	1669.99	1669.99	17959.14
16	Ware House-5	Industrial Shed with Color Coated Sheet at Roof & Cladding / Pre Fab Structure	Sqm	1	G	2077.22	2077.22	22350.91
17	Make Up Water MOC room Acon	RCC / Brickwork	Sqm	1	G	360.00	360.00	3873.60
18	LDO/HFO Unloading Platform	Open RCC Floor	Sqm	1	-	1679.70	1679.70	18073.57
19	Fuel Oil Pump House	Industrial Shed with Color Coated Sheet at Roof & Cladding / Pre Fab Structure	Sqm	1	G	1199.00	1199.00	12901.24
20	LDO/HFO Dyke Area - RCC Wall Partitions	RCC Floor / Open to sky	Sqm	1	-	2927.50	2927.50	31499.90
21	LDO Tank - Capacity 1000 Cum	Structural Steel Tank	Sqm	2	-	0.00	0.00	0.00
22	HFO Tank - Capacity 6000 Cum	Structural Steel Tank	Sqm	2	-	0.00	0.00	0.00
23	400 KV Switch Yard	Open to Sky yard with channeling fencing at boundary	Sqm	1	-	69948.00	69948.00	752640.48
24	Switch Yard Control Room	RCC / Brickwork	Sqm	1	G+1	816.00	1632.00	8780.16
25	CW Pump House	Color Coated Sheet Cladding / Steel Frame Structure / RCC Slab	Sqm	1	G	594.00	594.00	6391.44
26	CW Pump House Control Room	RCC / Brickwork / RCC Slab	Sqm	1	G	102.00	102.00	1097.52
27	Transformer Yard	Open to Sky with RCC Particles	Sqm	1	-	19680.00	19680.00	211756.80
28	Service Building	RCC / Brickwork / Tiles at floor / Lift	Sqm	1	G+4	825.00	3300.00	8877.00
29	Main Power House	Steel Structural / RCC Slab / Color coated sheet cladding	Sqm	1	G+4	8938.00		96172.88
30	Boiler-1	Steel Structural	Sqm	1	G+9	4500.00		48420.00
31	Boiler-2	Steel Structural	Sqm	1	G+9	4500.00		48420.00
32	CPU Regeneration Room	Structural column/Brick work/RCC slab	Sqm	1	G	105.00	105.00	1129.80



Adani Power Rajasthan Limited

Annexure 1

Details of Building								
Sr. No.	Building Name	Type of Building	UoM	No. of Building	No. of Floors	Floor Area (M ²)	Area of Construction (M ²)	Quantity (Sqft)
33	Coveyor Trasfer Point TP-6	Structural Steel / color coated sheet cladding	Sqm	1	5	263.50		2835.26
34	Coveyor Trasfer Point TP-7	Structural Steel / color coated sheet cladding	Sqm	1	4	120.00		1291.20
35	Coveyor Trasfer Point TP-8	Structural Steel / color coated sheet cladding	Sqm	1	4	120.00		1291.20
36	Coveyor Trasfer Point TP-9	Structural Steel / color coated sheet cladding	Sqm	1	4	120.00		1291.20
37	Coveyor Trasfer Point TP-10	Structural Steel / color coated sheet cladding	Sqm	1	4	120.00		1291.20
38	Air Compressor House	RCC Column / Brickwork / DEG Sheet based RCC Slab	Sqm	1	0	312.00	312.00	3357.12
39	DG Building	RCC Column / Brickwork / DEG Sheet based RCC Slab	Sqm	1	0	523.60	523.60	5633.94
40	Vacuum Pump Switch Gear Room	RCC Column / Brickwork / DEG Sheet based RCC Slab	Sqm	1	G+1	270.00		2905.20
41	ESP-1	Steel Structural	Sqm	1	3	5406.00	5406.00	58168.56
42	ESP Control room-1	RCC / Brickwork	Sqm	1	G + 1	528.00	1056.00	5681.28
43	ESP-2	Steel Structural	Sqm	1	3	5406.00	5406.00	58168.56
44	ESP Control room-2	RCC / Brickwork	Sqm	1	G + 1	528.00	1056.00	5681.28
45	Ash Compressor House	RCC / Brickwork	Sqm	1	0	798.00	798.00	8586.48
46	Ash Chemical House	RCC / Brickwork	Sqm	1	0	169.00	169.00	1818.44
47	Ash Clarifier	RCC Tank	Sqm	1		182.00		1958.32
48	Ash Water Pump House	RCC / Brickwork	Sqm	1	0	1272.00	1272.00	13686.72
49	Chimney - Please Specify Height, Top Dia & Bottom Dia	RCC	Sqm			0.00		0.00
50	Fire Water Pump House	RCC / Brickwork	Sqm	1	0	480.00	480.00	5164.80
51	DM Plant	RCC	Sqm	1	G + 1	1723.68	3447.36	36546.80
52	ADM Plant	Steel Structural	Sqm	1	0	235.20	235.20	2530.75
53	Raw Water Chlorination building	RCC / Brickwork	Sqm	1	0	137.50		1479.50
54	Hydrogen generation Building	RCC Column / Brickwork / Color coated sheet	Sqm	1	0	250.00	250.00	2690.00
55	Raw Water Pump House	Steel Structure / color coated sheet	Sqm	1	0	372.00	372.00	4002.72
56	Another Pump House	Steel Structure / color coated sheet	Sqm	1	0	64.07		689.36
57	RTP	RCC	Sqm	1	0	15.25		162.13
58	Raw Water Reservoir	Open to sky pond	Sqm	1		215031.60		2313740.02
59	Cooling Tower-1	RCC	Sqm	1		6047.95	6047.95	65075.94
60	CT Switch Gear Room-1	RCC column / brick work / rcc slab	Sqm	1	0	195.00	195.00	2098.20
61	Cooling Tower-2	RCC	Sqm	1		6047.95	6047.95	65075.94
62	CT Switch Gear Room-2	RCC column / brick work / rcc slab	Sqm	1	0	54.25	54.25	583.73
63	CW Channel	RCC	Sqm	1		10530.00		113302.80
		RCC	Sqm	1		2287.82		24616.92
64	Sils	RCC	Sqm	3		418.00		4497.68
65	Ash Slurry Pump House		Sqm	1	0	828.00		8909.28
66	CW Chlorination Plant	RCC column / brick work / rcc slab	Sqm	1	0	621.00		6681.96
67	CW Treatment Plant		Sqm	1	0	196.00		2108.96
68	Canteen Building	RCC / Brickwork	Sqm	1	0	360.00	360.00	3873.60
			Sqm	1	0	108.00	108.00	1162.08
			Sqm	1	0	144.00	144.00	1542.44
69	Startup Boiler	Structural Steel	Sqm	1	0	99.00	99.00	1065.24
						0.00		
70	Wts 1 & 2	RCC / Brickwork	Sqm	2	G + 1	476.14		5123.31



Adani Power Rajasthan Limited

Annexure 1

Details of Building								
Sr. No.	Building Name	Type of Building	UoM	No. of Bulein g	No. of Floors	Floor Area (W)	Area of Construction (M2)	Quantity (Sqft)
71	2 BHK Block - 12 Flat / Block	RCC / Brickwork	Sqm	8	G + 2	5823.18		62657.43
72	3 BHK Block - 12 Flat / Block	RCC / Brickwork	Sqm	3	G + 2	2897.58		31177.91
73	1 BHK Block - 12 Flat / Block	RCC / Brickwork	Sqm	11	G + 2	3254.60		35019.52
74	Guest House SN-3	RCC / Brickwork	Sqm	1	G + 2	977.62		10919.23
75	Guest House SN-1	RCC / Brickwork	Sqm	1	G + 2	1735.29		18671.70
76	Guest House SN-2	RCC / Brickwork	Sqm	1	G + 2	2043.97		21993.09
77	Level-1 Security Building	RCC	Sqm	1	G	132.62	132.62	1427.03
				1	G	141.77	141.77	1525.50
				1	G	13.44	13.44	144.61
78	Admin Building	RCC / Brickwork / Glass Facade	Sqm	1	G + 1	1259.17	2918.34	13548.66
79	Club House	RCC / Brickwork		1	G + 1	3529.93		37982.03
80	Health Center	RCC / Brickwork		1	G	1307.88	1307.88	14072.77
81	COMMERCIAL CENTRE	RCC / Brickwork		1	G	410.49	410.49	4416.86
82	NURSERY AND CRECHE (School)	RCC / Brickwork		1	G + 1	1508.58		16232.33
83	Safety Presentation Building	Prefab Structure / color coated sheet		1	G	287.12		3089.41
84	Refreshment Building	RCC / Brickwork		1	G	279.30		3005.27
85	Ash Bulker refreshment Hall	RCC / Brickwork		1		180.00		1936.60
86	Coal Sampling room	RCC / Brickwork		1	G	69.30		745.67
87	Railway Station Yard Building	RCC / Brickwork		1	G+1	181.00		1732.36
88	AHP control room	RCC / Brickwork		1	G+1	647.50		6967.10
89	Loop Shed Building	RCC / Brickwork / RCC Slab		1	G	161.71		1740.00
90	ER-1	RCC / Brickwork / GI Sheet		1	G+1	572.99		6155.35
91	ER-2	RCC / Brickwork / GI Sheet		1	G+1	467.18		5026.86
92	Ash Water Recovery Pump House	RCC / Brickwork / RCC Slab		1	G	420.00		4519.20
93	GW Chlorination Plant	RCC / Brickwork / RCC Slab		1	G	525.00		5649.00
94	Prefab Guest House (Viral)	Prefabricated		1	G	1368.00		14719.68
95	Chemical House Dosing room (PT)	RCC / Brickwork / RCC Slab		1	G+1	384.00		4131.84
96	Township Power Supply Room - J	RCC / Brickwork		1	G	189.75	189.75	
						423911.86	154397.87	4559249.92



Adani Power Rajasthan Limited

Annexure 1

(C) Other fixed assets

Sr.	Particulars
1	Plant and Equipment
2	Furniture and Fixtures
3	Railway Sidings
4	Computer Hardware
5	Office Equipments
6	Vehicles
7	Computer software

Second Part : Short description of Leasehold property of the transferor company as at 30th September, 2022.

(A) Leasehold Land details

Sr. No.	Type of Assets	Location	Unit of Measurement	Area
1	Leasehold Land	Situated at Village : Baldevpura, District : Baran	Acre	121.724
2	Leasehold Land	Situated at Village : Darna, District : Baran	Acre	57.971
3	Leasehold Land	Situated at Village : Nimoda, District : Baran	Acre	615.96
4	Leasehold Land	Situated at Village : Kherli - Gadhiyan, District : Baran	Acre	201.094
5	Leasehold Land	Situated at Village : Kawal, District : Baran	Acre	603.296
		Total	Acre	1680.045

(B) Other fixed assets

Sr.	Particulars
1	Right-of-Use Assets - IT assets

Third Part : Short description of all stocks, shares, debentures and other changes in action of the transferor company as at 30th September, 2022.

Nil





HEMANGI V. MULAOKAR
CHARTERED ACCOUNTANTS

**CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN**

I have gone through the books of accounts and other records of Udipi Power Corporation Limited ("the Company") having its registered office at Adani Corporate House, Shantigram Near Vaishno Devi Circle, S. G. Highway, Khodiyar Ahmedabad, 382421. I hereby certify that freehold property, leasehold property and other fixed assets held by the Company as on 30th September, 2022 are as per attached **Annexure 1**.

This certificate has been issued for submission with National Company Law Tribunal, in connection with the proposed Scheme of Amalgamation of Adani Power Maharashtra Limited and Adani Power Rajasthan Limited and Udipi Power Corporation Limited and Raipur Energen Limited and Raigarh Energy Generation Limited and Adani Power (Mundra) Limited with Adani Power Limited under Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.

This certificate is issued on specific request of the Company's management and I have relied on the unaudited books of accounts and other information and explanations given to me.

I owe no financial or other liability in respect of this certificate to anyone except my client.

For,
Hemangi V. Mulaokar
Chartered Accountants

Hemangi V. Mulaokar
M.No -127083
UDIN- 23127083BGWBNO1279



Place: Ahmedabad
Date: 13/01/2023



Office :306, Yash Arian Vivekanand Square, Memnagar, Ahmedabad-380052

M.No-9909956765 email-id: hemangi.mulaokar@gmail.com

Udupi Power Corporation Limited

Annexure 1

First Part : Short description of Freehold property of the transferor company as at 30th September, 2022

(A) Freehold Land details

Type of assets	Location	Unit of Measurement	Area
Free Hold Land	Situated at Survey No 37(Consolidated survey no 37,42 and 43) of Maule ishwaraपुरा of Kadi Taluka dist. Mysore	Acres	13.86
Free Hold Land	Situated at Khasra No 92, Patwad Halka No 40A, Mouza, Kaidongri Gram Panchayat	Acres	0.03
Free Hold Land	Situated at Shanmugguram Village SF No. 9171, Ottapidaram, Tutkotein	Acres	1.36
Free Hold Land	Situated at Plot No 426, S No 6347, 5th Dharun City/Ottapidaram Village, Ottapidaram Taluk B Dist.	Acres	0.05
Free Hold Land	Situated at Survey No. 47-26(40 cents) Survey No. 47-4(10 cents) Nandikur Village, Udupi Taluk B Dist. Karnataka state	Acres	0.50
Total			15.81

(B) Building details

Sr.	Name of Building	Other amenities such as Mazanine floor, partition etc.	Area, sq. mtr.	Location
1	Glass House(Admin Building)	Ground floor + 1 floor	650	Udupi plant site
2	Filter House	Ground floor	630	Udupi plant site
3	Chemical Lab Building	Ground floor	207	Udupi plant site
4	DM plant	Ground floor	2880	Udupi plant site
5	Fire water pump house	Ground floor	1015	Udupi plant site
6	Coal lab building	Ground floor + 1 floor	312	Udupi plant site
7	Score building	Ground floor	2607	Udupi plant site
8	Semi covered shed	Ground floor	600	Udupi plant site
9	Waste oil storage shed	Ground floor	80	Udupi plant site
10	Work shop	Ground floor + 1 floor	1620	Udupi plant site
11	File storeroom	Ground floor & 1 floor	126	Udupi plant site
12	Parking & Servicing	Ground floor	200	Udupi plant site
13	Canteen	Ground floor	475	Udupi plant site
14	"	Ground floor	180	Udupi plant site
15	Switch yard General Building	Ground floor + 1 floor	748	Udupi plant site
16	ROPH	Ground floor	897	Udupi plant site
17	Silo Utility bldg	Ground floor	180	Udupi plant site
18	ETP	Ground floor	75	Udupi plant site
19	Chemical dosing room	Ground floor	112	Udupi plant site
20	ICHP Control building	Ground floor + 1 floor	250	Udupi plant site
21	Stock yard - I (N)	Ground floor	26500	Udupi plant site
22	Stock yard - II	Ground floor	40810	Udupi plant site
23	Stock yard - III (S)	Ground floor	26500	Udupi plant site
24	ICHP Pump House	Ground floor	200	Udupi plant site
25	Track hopper	Under ground + ground floor	2424	Udupi plant site
26	Main bay	Under ground + ground floor	567	Udupi plant site
27	JT- 1	Under ground + ground floor	630	Udupi plant site
28	CW Clarification	Ground floor	140	Udupi plant site
29	"	Ground floor	48	Udupi plant site
30	CW Pump House	Ground floor	1053	Udupi plant site
31	CW Pump house - MCC Room	Ground floor	102	Udupi plant site
32	ACW Pump House	Ground floor	195	Udupi plant site
33	Guard pond	Ground floor	96	Udupi plant site
34	Balancing sump	Ground floor	77	Udupi plant site
35	Lime storage godown	Ground floor	2538	Udupi plant site
36	MCC room EB-2	Ground floor	150	Udupi plant site
	MCC room EB-3	Ground floor	150	Udupi plant site
37	ESP Control building	Ground floor +2 floor	817	Udupi plant site
38	Boiler including control building	Ground floor + 10 floor	22145	Udupi plant site
39	TG	Ground floor + 2 floor	7525	Udupi plant site
40	ROD Building	Ground floor + 2 floor	690	Udupi plant site
41	"	Ground floor	32	Udupi plant site
42	"	Ground floor	90	Udupi plant site
43	Service Bldg	Ground floor + 2 floor	600	Udupi plant site

Udupi Power Corporation Limited

Annexure 1

Building details

Sr.	Name of Building	Other amenities such as Mazanine floor, partition etc.	Area, sq. mtr.	Location
44	FBD - Control room	Ground floor + 2 floor	312	Udupi plant site
45	Service Water Pump House	Ground floor	175	Udupi plant site
46	Sea water balancing sump	Ground floor	66.56	Udupi plant site
47	NDCT-2 nos	-	10562.96	Udupi plant site
48	Chimney	-	907.46	Udupi plant site
49	Loader shed	Ground floor	360	Udupi plant site
50	General Toilets-2 nos	Ground floor	38.025	Udupi plant site
51	Gate complex	Ground floor + 1 floor	204.4	Udupi plant site
52	Security room-2nos at gate complex	Ground floor + 1 floor	11,9716	Udupi plant site
53	Security cabin at Cargo gate	Ground floor	9	Udupi plant site
54	Security watch tower-10nos	Ground floor	20	Udupi plant site
55	AAGMS Building - 4nos	Ground floor	1470	Udupi plant site
56	Car Parking near glass house	Ground floor	125	Udupi plant site
57	Car Parking near Service building	Ground floor	100	Udupi plant site
58	Car Parking near CST Tank building	Ground floor	100	Udupi plant site
59	Car Parking near Field hostel	Ground floor	100	Udupi plant site
60	Scrap yard	Ground floor		Udupi plant site
61	Wind shield	Ground floor		Udupi plant site
62	Conveyor 1A/B	Ground floor	1610	Udupi plant site
63	Conveyor 2A/B	-	707	Udupi plant site
64	Conveyor 3A/B	-	1085	Udupi plant site
65	Conveyor 4A/B	-	700	Udupi plant site
66	Conveyor 5A/B	-	1150	Udupi plant site
67	Conveyor 7A/B	-	2331	Udupi plant site
68	Conveyor 8A/B	-	4017.3	Udupi plant site
69	Conveyor 9A/B	-	465.5	Udupi plant site
70	Junction Tower JT2	Ground+basement floor	166.5	Udupi plant site
71	Junction Tower JT3	Ground+1 floor	80	Udupi plant site
72	Junction Tower JT4	Ground+1 floor	85	Udupi plant site
73	Junction Tower JT5	Ground+1 floor	70	Udupi plant site
74	Junction Tower JT6	Ground+1 floor	70	Udupi plant site
75	Junction Tower JT7	Ground+1 floor	100	Udupi plant site
76	Junction Tower JT8	Ground+2 floor	162	Udupi plant site
77	Junction Tower JT9	Ground+2 floor	144	Udupi plant site
78	Crusher House		362.5	Udupi plant site
79	Ash silo-4nos	-	1400	Udupi plant site
80	Field Hostel Building	Ground floor + 1 floor	1660	Udupi plant site
81	MCC room near Glass house	Ground floor	79.75	Udupi plant site
82	Sea water Pump house	Ground floor	286	Udupi plant site
83	MCC room-Sea water pump house	Ground floor	216	Udupi plant site
84	Chlorination building-Sea water pump House	Ground floor	153.75	Udupi plant site
85	Security Room -Sea water pump	Ground floor	12.25	Udupi plant site
86	Ash dyke PMCC room	Ground floor	126	Udupi plant site
87	Ash dyke chemical building	Ground floor +1 floor	60	Udupi plant site
88	Ash dyke silo	Ground floor	53.04	Udupi plant site
89	Temple Building	Ground floor	12	Udupi plant site
90	Civil - Stores-Storage Shed - External CHP	Ground Floor	450	Udupi plant site
91	Rain water harvesting pond		18800	Udupi plant site
92	Construction of Dark room	Ground Floor	18	Udupi plant site
93	Ferrous alum RCC tank		4	Udupi plant site
94	Rain water harvesting pond		26686	Udupi plant site
95	Civil - Dewatering pit for coal settling		14	Udupi plant site
96	CONSTRUCTION OF WORKER REST ROOM	Ground Floor	150	Udupi plant site
97	Fly Ash Brick Manufacturing Unit	Ground Floor	300	Udupi plant site
98	NMPT Control Room	Ground floor + 1 floor	200	Udupi plant site
99	NMPT Admin Building	Ground floor + 1 floor	225	Udupi plant site
100	NMPT Pump House	Ground Floor	460	Udupi plant site
101	NMPT Electric Room 2	Ground Floor	78	Udupi plant site
102	NMPT Electric Room 3	Ground Floor	44	Udupi plant site



Udupi Power Corporation Limited

Annexure 1

Building details

	Borewell	Nos.	Avg. Depth (feet)	Location
103	Near Old Lance EPC office	1	150	Udupi plant site
104	Near old canteen	1	200	Udupi plant site
105	Near Crusher house, CHP	1	150	Udupi plant site
	RCC Road	Particulars	Total Area in	Location
106	RCC Road	RCC Road	64525	Udupi plant site
107	Bitumen Road at plant	RCC Road	5264	Udupi plant site
108	Bitumen Road at Sea water pump house	RCC Road	2337	Udupi plant site
109	Bitumen Road Plant to Ash dyke	RCC Road	8400	Udupi plant site
	Compound Wall	Total Area in Running Mtr.	Avg. Height	Location
110	Compound wall	5600	2.4	Udupi plant site
111	Precast compound wall	830	2.0	Udupi plant site

Building details

Sr.	Water Storage Tanks	Type of Construction	Capacity in KL	Location
112	Fire water storage tank	RCC	3750	Udupi plant site
113	CG tank	RCC	12000	Udupi plant site
114	Filter water tank	RCC	5000	Udupi plant site
115	Coal Settling pond	RCC	10600	Udupi plant site
116	Sea water balancing sump	RCC	4000	Udupi plant site
117	Clarifier -2 nos (40m dia)	RCC	3500	Udupi plant site
118	Ash pond	Earthen bund	20 Acre	Udupi plant site

Building details

Sewage details	
119	Total length of sewage line in mtr 3720
120	Total no of manhole 105 nos
121	Sewage line HDPE pipe
122	STP 20.50 x 11.80 x 5.80 m RCC tank

Building details

Sr.	Paving and Land Scaping	Total Area in Sq. Mtr. where Paving with Paver Block is done.	Other Total Area where Land Scaping and Plantation/ Gardening is done (Acre)	Other Total Area where Storm water drain is constructed (either in Sq. Mtr. or length of Drain)
1	Paving area	117040		
2	Landscaping area		10.25	
3	Plantation		145	
4	Total drain length in Mtr			34400

(C) Other fixed assets

Sr.	Particulars
1	Plant and Equipment
2	Furniture and Fixtures
3	Computer Hardware
4	Office Equipments
5	Vehicles
6	Computer software



Second Part : Short description of Leasehold property of the transferor company as at 30th September, 2022

(A) Leasehold Land details

Particulars	Location	Unit of Measurement	Area
Lease Hold Land	Situated at Yellur Village, Pilar Post, Nandikuru, Padubidri, Kaup Taluk, Udupi District - 574 113	Acres	420.25
Lease Hold Land	Situated at Santuru Village, Pilar Post, Padubidri, Kaup Taluk, Udupi District - 574 113	Acres	132.46
Lease hold Land	Situated at Yellur Village, Pilar Post, Nandikuru, Padubidri, Kaup Taluk, Udupi District - 574 113	Acres	6.74
Lease Hold Land	Situated at Yermal Thenka, Kaup Taluk, Udupi District	Acres	26.835
Lease Hold Land	Situated at Yermal Bada, Kaup Taluk, Udupi District	Acres	4.25
Lease Hold Land	Situated at Yellur Village, Pilar Post, Nandikuru, Padubidri, Kaup Taluk, Udupi District - 574 113	Acres	136.81
Total			727.345



Udupi Power Corporation Limited

Annexure 1

(B) Other fixed assets

Sr.	Particulars
1	Right-of-Use Assets - IT assets

Third Part : Short description of all stocks, shares, debencures and other changes in action of the transferor company as at 30th September, 2022

Nil





HEMANGI V. MULAOKAR
CHARTERED ACCOUNTANTS

**CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN**

I have gone through the books of accounts and other records of Raipur Energen Limited ("the Company") having its registered office at Adani Corporate House, Shantigram Near Vaishno Devi Circle, S. G. Highway, Khodiyar Ahmedabad, 382421. I hereby certify that freehold property, leasehold property and other fixed assets held by the Company as on 30th September, 2022 are as per attached **Annexure 1**.

This certificate has been issued for submission with National Company Law Tribunal, in connection with the proposed Scheme of Amalgamation of Adani Power Maharashtra Limited and Adani Power Rajasthan Limited and Udupi Power Corporation Limited and Raipur Energen Limited and Raigarh Energy Generation Limited and Adani Power (Mundra) Limited with Adani Power Limited under Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.

This certificate is issued on specific request of the Company's management and I have relied on the unaudited books of accounts and other information and explanations given to me.

I owe no financial or other liability in respect of this certificate to anyone except my client.

For,
Hemangi V. Mulaokar
Chartered Accountants

Hemangi V. Mulaokar
M.No -127083
UDIN- 23127083BGWBNN2350



Place: Ahmedabad
Date: 13/01/2023



Office :306, Yash Arian Vivekanand Square, Memnagar, Ahmedabad-380052

M.No-9909956765 email-id: hemangi.mulaokar@gmail.com

Raipur Energen Limited

Annexure 1

First Part : Short description of Freehold property of the transferor company as at 30th September, 2022

(A) Freehold Land details

Sl No	Type of Assets	Location	Unit of Measurement	Area	Total Area
1	Free hold Land (Plant Land)	Situated at Village Raikheda, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	334.38	557.51
		Situated at Village Chicholi, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	170.99	
		Situated at Village Galtra, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	32.14	
2	Free hold Land (Railway Land)	Situated at Village Galtra, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	35.48	167.70
		Situated at Village Tarashiv, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	6.41	
		Situated at Village Khamharia, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	32.26	
		Situated at Village Konari, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	5.23	
		Situated at Village Bartori, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	10.42	
		Situated at Village Bahesar, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	26.31	
		Situated at Village Teisi, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	44.22	
		Situated at Village Tilda, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	7.37	
3	Free hold Land (Outside Plant Land)	Situated at Village Raikheda, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	31.67	124.21
		Situated at Village Chicholi, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	18.69	
		Situated at Village Galtra, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	7.31	
		Situated at Village Chhataud, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493116	Acres	57.14	
		Situated at Village Gaurkheda, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	8.67	
		Situated at Village Ghivra, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	0.19	
		Situated at Village Murra, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	0.54	
Total				829.42	



Raipur Energen Limited

Annexure 1

(B) Building details

Buildings List and Areas

Sl No	Package Name	Building Name	Floors	Type	Total Area (in m ²)	Total Area (in m ²)
1	WTP	RAW WATER PUMP HOUSE	G	RCC wall with sheeting	291.66	3210.48
2		Electrical MCC and Control Room	G	RCC	460.64	
3		COOLING WATER CHLORINATION BUILDING	G	RCC	349.83	
4		COOLING WATER ECR	G	RCC	300.00	
5		CENTRIFUGE BUILDING	G+1	RCC	234.60	
6		RAW WATER CHLORINATION BUILDING	G	RCC	87.19	
7		CHEMICAL HOUSE	G+1	RCC	899.66	
8		RO & UF BUILDING	G	RCC	400.00	
9		WTP ECR	G+1	RCC	NA	
10		PORTABLE WATER CHLORINATION BUILDING	G	RCC	17.50	
11		COMPRESSOR HOUSE	G	RCC with sheeting	180.00	
12	AHP	Ash Slurry Pump House & Sump	G	RCC	382.50	3674.87
13		Ash Water Pump House & Ash water Tank	G	RCC	432.00	
14		Chemical House	G+1	RCC	212.55	
15		Ash Compressor Building	G	RCC	367.50	
16		Ash Water recovery Pump House	G	RCC	78.79	
17		MCC Room	G	RCC	144.53	
18		HCSO, Utility & Electrical Building	G+1	RCC	1013.02	
19		Main Electrical Building	G+1	RCC	1043.98	
20	Plant Buildings	Hydrogen Generation Plant	G	RCC	265.00	2427.88
21		Control and Switchgear Room for Aux Boiler	G	RCC	233.63	
22		Fire Station Building	G+1	RCC	425.25	
23		Air Compressor Building	G	RCC with sheeting	609.00	
24		Weigh Bridge Control Room	G	RCC	15.00	
25		Sewage Treatment Plant	G	RCC	80.00	
26		Workshop Building (14m Height)	G	RCC with sheeting	800.00	
27	Non Plant Buildings	Canteen Building	G+1	RCC	676.50	4377.08
28		Worker Canteen Building	G	RCC	244.74	
29		Field Hostel (Gents)	G	RCC with sheeting	1175.00	
30		Field Hostel (Ladies)	G	RCC with sheeting	670.00	
31		Changwon Accomodation	G	RCC with sheeting	588.22	
32		CSR Office	G	RCC	176.00	
33		Sungdu Accomodation	G	RCC with sheeting	460.00	
34		First Aid Building	G	RCC	100.00	
35		Aquatic Block	G	RCC	30.00	
36		Security Complex	G	RCC	256.62	



Raipur Energen Limited

Annexure 1

Building details

Buildings List and Areas

Sl No	Package Name	Building Name	Floors	Type	Total Area (in m ²)	Total Area (in m ²)
37	Switchyard	Control Room Building	G	RCC	461.10	925.33
38		DG Building	G	RCC with sheeting	307.33	
39		Bay Control Room 1	G	RCC	39.47	
40		Bay Control Room 2	G	RCC	39.47	
41		Bay Control Room 3	G	RCC	39.47	
42		Bay Control Room 4	G	RCC	39.47	
43	BTG	Technical Building	G+2	RCC	2613.37	5044.41
44		CW Pump House	G	RCC	685.54	
45		Fire Water Pump House	G	RCC	269.50	
46		Control Building	G	RCC with double skin cladding sheet	1476.00	
47	FOHP	Pumphouse	G	RCC	173.25	241.02
48		Control Building	G	RCC	67.77	
49	CHP	Control Room 1 (Near Crusher House)	G+1	RCC	1876.55	4233.86
50		Control Room 2 (Near Wagon Tippler)	G+1	RCC	1146.55	
51		Pump House	G	RCC	369.00	
52		Dozer Shed	G	RCC with sheeting	216.00	
53		Loco Shed	G	RCC with sheeting	372.00	
54		Control Room 3 (Near TP 3)	G	RCC	253.76	
TOTAL AREA (in m²)					24135.92	24135.92

(C) Other fixed assets

Sr.	Particulars
1	Plant and Equipment
2	Furniture and Fixtures
3	Railway Sidings
4	Computer Hardware
5	Office Equipments
6	Vehicles
7	Computer software



Raipur Energen Limited

Annexure 1

Second Part : Short description of Leasehold property of the transferor company as at 30th September, 2022

(A) Leasehold Land details

Sl. No	Type of Assets	Location	Unit of Measurement	Area	Total Area
1	Lease hold Land (Plant Land)	Situated at Village Raikheda, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	412.00	412.00
2	Lease hold Land (Railway Land)	Situated at Village Gaitra, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	8.65	134.33
		Situated at Village Tarashiv, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	6.22	
		Situated at Village Khamheria, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	16.73	
		Situated at Village Konari, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	10.22	
		Situated at Village Bartori, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	13.18	
		Situated at Village Bahesar, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	13.34	
		Situated at Village Tulsi, Tehsil Tilda, District Raipur, Chhattisgarh, Pin-493114	Acres	49.61	
		Situated at Village Tilda, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493114	Acres	16.38	
3	Lease hold Land (Outside Plant)	Situated at Village Raikheda, Tehsil Kharora, District Raipur, Chhattisgarh, Pin-493225	Acres	10.37	10.37
					556.70

Third Part : Short description of all stocks, shares, debentures and other changes in action of the transferor company as at 30th September, 2022

Nil





HEMANGI V. MULAOKAR
CHARTERED ACCOUNTANTS

**CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN**

I have gone through the books of accounts and other records of Raigarh Energy Generation Limited ("the Company") having its registered office at Adani Corporate House, Shantigram Near Vaishno Devi Circle, S. G. Highway, Khodiyar Ahmedabad, 382421. I hereby certify that freehold property, leasehold property and other fixed assets held by the Company as on 30th September, 2022 are as per attached **Annexure 1**.

This certificate has been issued for submission with National Company Law Tribunal, in connection with the proposed Scheme of Amalgamation of Adani Power Maharashtra Limited and Adani Power Rajasthan Limited and Udupi Power Corporation Limited and Raipur Energen Limited and Raigarh Energy Generation Limited and Adani Power (Mundra) Limited with Adani Power Limited under Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.

This certificate is issued on specific request of the Company's management and I have relied on the unaudited books of accounts and other information and explanations given to me.

I owe no financial or other liability in respect of this certificate to anyone except my client.

For,
Hemangi V. Mulaokar
Chartered Accountants

Hemangi V. Mulaokar
M.No -127083
UDIN- 231270838GWBNNM9156



Place: Ahmedabad
Date: 13/01/2023



Office -306, Yash Arian Vivekanand Square, Memnagar, Ahmedabad-380052

M.No-9909956765 email-id: hemangi.mulaokar@gmail.com

Raigarh Energy Generation Limited

Annexure 1

First Part: Short description of Freehold property of the transferor company as at 30th September, 2022

(A) Freehold Land details

Sr. No	Type of Assets	Location	Unit of Measurement	Area	Total Area
1	Free Hold Land (REGL Plant Land)	Situated at Village Chote Bhandar- Tehsil Pussour, Dist- Raigarh -496100	Acre	143.28	418.66
		Situated at Village Bade Bhandar- Tehsil Pussour, Dist- Raigarh -496100	Acre	240.99	
		Situated at Village Sarwani-Tehsil Pussour, Dist- Raigarh- 496100	Acre	10.4	
		Situated at Village Amibhaina-Tehsil Pussour, Dist- Raigarh -496100	Acre	24.99	
2	Free-Hold Land (REGL Plant Land - Allotted Forest Land)	Situated at Village -Chote Bhandar, Tehsil Pussour, Dist- Raigarh -496100	Acre	35.36	60.15
		Situated at Village -Bade Bhandar, Tehsil Pussour, Dist- Raigarh -496100	Acre	19.83	
		Situated at Village -Sarwani, Tehsil Pussour, Dist- Raigarh - 496100	Acre	3.74	
		Situated at Village -Amibhaina, Tehsil Pussour, Dist- Raigarh -496100	Acre	1.22	
3	Free Hold Land (Outside REGL Plant Area)	Situated at Village -Kotmara, Tehsil Pussour, Dist- Raigarh - 496100	Acre	1.35	27.23
		Situated at Village -Kathi, Tehsil Pussour, Dist- Raigarh - 496100	Acre	2.1	
		Situated at Village -Jevridin, Tehsil Pussour, Dist- Raigarh - 496100	Acre	0.46	
		Situated at Village -Kaina, Tehsil Dabra, Dist- Sakti -	Acre	15.14	
		Situated at Village -Ekat, Tehsil Raigarh Dist- Raigarh- 496001	Acre	8.18	
4	Free Hold Land (REGL Railway Land - Allotted Forest Land)	Situated at Village Kotmara-Tehsil Raigarh Dist- Raigarh-496001	Acre	0.19	11
		Situated at Village Jampali-Tehsil Raigarh Dist- Raigarh-496001	Acre	1.07	
		Situated at Village Balangoda-Tehsil Raigarh Dist- Raigarh-496001	Acre	1.4	
		Situated at Village Pandipani-Tehsil Raigarh Dist- Raigarh-496001	Acre	1.87	
		Situated at Village Darni-Tehsil Kharsiya Dist- Raigarh-496001	Acre	0.73	
		Situated at Village Uchbhitti--Tehsil Raigarh Dist- Raigarh-496001	Acre	0.38	
		Situated at Village Danhar-Tehsil Raigarh Dist- Raigarh-496001	Acre	0.28	
		Situated at Village Shankarpal--Tehsil Raigarh Dist- Raigarh- 496001	Acre	1.29	
		Situated at Village Raitara-Tehsil Raigarh Dist- Raigarh-496001	Acre	0.66	
		Situated at Village Basarpali-Tehsil Raigarh Dist- Raigarh-496001	Acre	1.41	
		Situated at Village Ruchide--Tehsil Raigarh Dist- Raigarh-496001	Acre	0.1	
		Situated at Village Gurra--Tehsil Raigarh Dist- Raigarh-496001	Acre	0.27	
		Situated at Village Gejamuda--Tehsil Raigarh Dist- Raigarh-496001	Acre	0.67	
		Situated at Village Kodtarai--Tehsil Raigarh Dist- Raigarh-496001	Acre	0.68	



Raigarh Energy Generation Limited

Annexure 1

(A) Freehold Land details

Sr. No	Type of Assets	Location	Unit of Measurement	Area	Total Area
3	Free Hold Land (REGL Railway Land)	Situated at Village Kibmara-Tehsil Raigarh Dist- Raigarh-496001	Acres	40.15	256.91
		Situated at Village Pusaida-Tehsil Raigarh Dist- Raigarh-496001	Acres	11.25	
		Situated at Village Jampali-Tehsil Raigarh Dist- Raigarh-496001	Acres	3.19	
		Situated at Village Balangoda-Tehsil Raigarh Dist- Raigarh-496001	Acres	17.23	
		Situated at Village Pandripani-Tehsil Raigarh Dist- Raigarh-496001	Acres	0.5	
		Situated at Village Usraut-Tehsil Raigarh Dist- Raigarh-496001	Acres	1.89	
		Situated at Village Bhupdeodur-Tehsil Kharsya Dist- Raigarh- 496001	Acres	0.22	
		Situated at Village Barri-Tehsil Kharsya Dist- Raigarh- 496001	Acres	0.49	
		Situated at Village Dongadhakeh-Tehsil Raigarh Dist- Raigarh- 496001	Acres	5.77	
		Situated at Village Uchhahilli-Tehsil Raigarh Dist- Raigarh-496001	Acres	4.56	
		Situated at Village Baghanpur-Tehsil Raigarh Dist- Raigarh-496001	Acres	2.84	
		Situated at Village Banhar-Tehsil Raigarh Dist- Raigarh-496001	Acres	6.39	
		Situated at Village Sherkapali-Tehsil Raigarh Dist- Raigarh- 496001	Acres	29.27	
		Situated at Village Reitarah-Tehsil Raigarh Dist- Raigarh-496001	Acres	24.01	
		Situated at Village Besarpali-Tehsil Raigarh Dist- Raigarh-496001	Acres	20.48	
		Situated at Village Ruchida-Tehsil Raigarh Dist- Raigarh-496001	Acres	28.74	
		Situated at Village Dorra-Tehsil Raigarh Dist- Raigarh-496001	Acres	26.27	
		Situated at Village Komapali-Tehsil Raigarh Dist- Raigarh-496001	Acres	21.05	
		Situated at Village Garhkum-Tehsil Raigarh Dist- Raigarh-496001	Acres	2.33	
		Situated at Village Gejamuda-Tehsil Raigarh Dist- Raigarh-496001	Acres	1.23	
Situated at Village Kerajhar-Tehsil Raigarh Dist- Raigarh-496001	Acres	3.25			
Situated at Village Koderal-Tehsil Raigarh Dist- Raigarh-496001	Acres	2.35			
Situated at Village Murailpali-Tehsil Raigarh Dist- Raigarh-496001	Acres	3.69			



Raigarh Energy Generation Limited

Annexure 1

(A) Freehold Land details

Sr. No	Type of Assets	Location	Unit of Measurement	Area	Total Area
7	Free Hold Land (REGL Railway Land)	Situated at Village Pusaida-Tehsil Raigarh Dist- Raigarh-496001	Acre	5.57	86.27
		Situated at Village Rajmoga-Tehsil Raigarh Dist- Raigarh-496001	Acre	6.44	
		Situated at Village Dongadhal-Tehsil Raigarh Dist- Raigarh-496001	Acre	0.42	
		Situated at Village Banhar-Tehsil Raigarh Dist- Raigarh-496001	Acre	1.73	
		Situated at Village Sherkarpali-Tehsil Raigarh Dist- Raigarh-496001	Acre	5.18	
		Situated at Village Raitera-Tehsil Raigarh Dist- Raigarh-496001	Acre	6.75	
		Situated at Village Basenpali-Tehsil Raigarh Dist- Raigarh-496001	Acre	14.81	
		Situated at Village Ruchida-Tehsil Raigarh Dist- Raigarh-496001	Acre	5.43	
		Situated at Village Karmapali-Tehsil Raigarh Dist- Raigarh-496001	Acre	18.32	
		Situated at Village Kottara-Tehsil Raigarh Dist- Raigarh-496001	Acre	0.46	
		Situated at Village Maralpali-Tehsil Raigarh Dist- Raigarh-496001	Acre	17.24	
		Situated at Village Tarapur-Tehsil Raigarh Dist- Raigarh-496001	Acre	0.14	
		Situated at Village Rempur Chhote-Tehsil Raigarh Dist- Raigarh-496001	Acre	0.88	
		Situated at Village Kashichuwa-Tehsil Raigarh Dist- Raigarh-496001	Acre	0.48	
Situated at Village Baiski-Tehsil Raigarh Dist- Raigarh-496001	Acre	0.44			
Total				86.22	86.22

(B) Building details

S.N o.	Description	Type of construction	Location	No of Floors	Area (Sq. Mtr.)
1	Main Plant B Buildings	RCC,Steel Structure, Brick Work,False Ceiling, Plaster & Vetrified tiles Flooring	Inside REGL Plant	13	41475
2	ESP Control Building	RCC,Brick Work , Plaster,Vetrified Tiles Flooring	Inside REGL Plant	5	4539
3	Switch Yard Control Building	RCC,Brick Work , Plaster,Vetrified Tiles & granite Flooring ,False Ceiling	Inside REGL Plant	1	882
4	Air Washer building	RCC,Brick Work , Plaster,Vetrified Tiles Flooring	Inside REGL Plant	1	714
5	Compressor House	RCC,Brick Work,Gl Cladding & Roofing, Plaster,Vetrified Tiles Flooring	Inside REGL Plant	1	400
6	DD House	RCC,Brick Work,Gl Cladding & Roofing, Plaster,Vetrified Tiles Flooring	Inside REGL Plant	1	565



Relgarh Energy Generation Limited

Annexure 1

Details of Building					
S.N o.	Description	Type of construction	Location	No of Floors	Area (Sq. Mtr.)
7	Chorination Building	RCC,Brick Work , Plaster,Vetrified Tiles Flooring ,False Ceiling	Inside REGL Plant	1	418.2
8	DW Pump House building	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring ,False Ceiling	Inside REGL Plant	1	1441
9	ANP Control building	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring ,False Ceiling	Inside REGL Plant	1	648
10	OPU Regen building	RCC,Brick Work , Plaster, IPS Flooring False Ceiling	Inside REGL Plant	1	422
11	DM Plant building	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring False Ceiling	Inside REGL Plant	1	1053
12	PT Plant Building	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring ,False Ceiling	Inside REGL Plant	2	1244
13	Fire Water Pump House	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring ,False Ceiling	Inside REGL Plant	1	544
14	ETP building	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring	Inside REGL Plant	1	176.25
15	FDPH Building	RCC,Steel Structure,GI Roofing,Brick Work , Plaster,Vetrified Tiles & IPS Flooring False Ceiling	Inside REGL Plant	1	896
16	CHP Control Building	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring False Ceiling & Flooring	Inside REGL Plant	2	1040.75
17	Track hopper Substation building	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring ,False Ceiling	Inside REGL Plant	1	301.25
18	TP-5 Substation building	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring False Ceiling & Flooring	Inside REGL Plant	1	1316
19	Fee station	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring	Inside REGL Plant	2	456
20	Central store building	RCC,Steel Structure,GI Roofing,Brick Work , Plaster,Vetrified Tiles & IPS Flooring False Ceiling	Inside REGL Plant	1	952



Raigarh Energy Generation Limited

Annexure 1

Details of Building					
S.N No.	Description	Type of construction	Location	No of Floors	Area (Sq. Mtr.)
21	Gate complex	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring	Inside REGL Plant	1	766
22	Site office	RCC,Brick Work ,Prefab,Vetrified Tiles	Inside REGL Plant	1	2200
23	Raw Water Pump House	RCC,Brick Work , Plaster,Vetrified Tiles & IPS Flooring, False Ceiling	Inside REGL Plant	1	864
24	Township / Field Hostel	RCC,Brick Work , Plaster,Vetrified Tiles Flooring	Inside REGL Plant	2	3067

(C) Other fixed assets

Sr.	Particulars
1	Plant and Equipment
2	Furniture and Fixtures
3	Railway fittings
4	Computer Hardware
5	Office Equipments
6	Vehicles
7	Computer software

Second Part : Short description of Leasehold property of the transferor company as at 30th September, 2022

(A) Leasehold Land details

Sr. No	Type of Assets	Location	Unit of Measurement	Area	Total Area
1	Lease Hold Land (REGL Plant Land)	Situated at Village Chote Bhandari Tehsil Pusoor, Dist- Raigarh -496100	Acres	34.21	410.98
		Situated at Village Bade Bhandari Tehsil Pusoor, Dist- Raigarh -496100	Acres	144.84	
		Situated at Village Sarwari-Tehsil Pusoor, Dist- Raigarh -496100	Acres	108.54	
		Situated at Village Amibhavana-Tehsil Pusoor, Dist- Raigarh -496100	Acres	123.39	
2	Lease Hold Land (Railway Licenced Land)	Situated at Village Bhupdespur-Tehsil Kharsiya Dist- Raigarh- 496001	Acres	4.22	4.22
		Situated at Village Darri-Tehsil Kharsiya Dist- Raigarh- 496001			
Total				415.2	415.2

Third Part : Short description of all stocks, shares, debentures and other changes in action of the transferor company as at 30th September, 2022

Nil





HEMANGI V. MULAOKAR
CHARTERED ACCOUNTANTS

**CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN**

I have gone through the books of accounts and other records of Adani Power (Mundra) Limited ("the Company") having its registered office at Adani Corporate House, Shantigram Near Vaishno Devi Circle, S. G. Highway, Khodiyar Ahmedabad, 382421. I hereby certify that freehold property, leasehold property and other fixed assets held by the Company as on 30th September, 2022 are as per attached **Annexure 1**.

This certificate has been issued for submission with National Company Law Tribunal, in connection with the proposed Scheme of Amalgamation of Adani Power Maharashtra Limited and Adani Power Rajasthan Limited and Udupi Power Corporation Limited and Raipur Energen Limited and Raigarh Energy Generation Limited and Adani Power (Mundra) Limited with Adani Power Limited under Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.

This certificate is issued on specific request of the Company's management and I have relied on the unaudited books of accounts and other information and explanations given to me.

I owe no financial or other liability in respect of this certificate to anyone except my client.

For,
Hemangi V. Mulaokar
Chartered Accountants

Hemangi V. Mulaokar
M.No -127083
UDIN- 23127083BGWBNK2189



Place: Ahmedabad
Date: 13/01/2023



Office :306, Yash Arian Vivekanand Square, Memnagar, Ahmedabad-380052

M.No-9909956765 email-id: hemangi.mulaokar@gmail.com

Adani Power (Mundra) Limited

Annexure 1

First Part : Short description of Freehold property of the transferor company as at 30th September, 2022

(A) Building details

S. No.	Building Details	Type of construction	Area (m ²)	Location
1	Security Building (Nr. Main Gate)	RCC with masonry partition	1,268.70	Mundra Plant
		RCC with masonry partition	1,268.70	Mundra Plant
2	Pump House (HDVC)	RCC with masonry partition	405.94	Mundra Plant
3	Waste Material Storage Shed Building (HVDC)	RCC with masonry partition	256.20	Mundra Plant
4	Open Diesel Generator (HVDC)	MS structure	42.50	Mundra Plant
5	Valve Cooling Building (HVDC)	RCC with masonry partition	491.70	Mundra Plant
6	Control Room (G.F.) (HVDC)	RCC with masonry partition	739.92	Mundra Plant
	Control Room (G.F.) (HVDC)	RCC with masonry partition	739.92	Mundra Plant
7	Weigh Bridge & Store Room	RCC with masonry partition	32.32	Mundra Plant
8	Security Watch Tower (4 Nos.)	RCC	56.28	Mundra Plant
9	Pump House Admin East	RCC with masonry partition	20.80	Mundra Plant
		RCC with masonry partition	38.41	Mundra Plant
10	Parking Shed (Nr. Admin Bldg.)	MS structure with roof sheeting	208.75	Mundra Plant
		MS structure with roof sheeting	83.62	Mundra Plant
		MS structure with roof sheeting	139.23	Mundra Plant
		MS structure with roof sheeting	250.25	Mundra Plant
11	Electric Switch Gear Room		264.64	Mundra Plant
12	Administrative Building (G.F. + F.F. + S.F.)	RCC with masonry partition	8,153.47	Mundra Plant
13	VIP Parking Shed	MS structure with roof sheeting	140.14	Mundra Plant
14	BSNL Room	RCC with masonry partition	23.36	Mundra Plant
15	11 Kv Substation	RCC with masonry partition	89.11	Mundra Plant



Adani Power (Mundra) Limited

Annexure 1

Building details

S. No.	Building Details	Type of construction	Area (m ²)	Location
16	Chemical Dosing Room (Nr. Narmda Reservoir)	RCC with masonry partition	94.54	Mundra Plant
17	Irrigation Pump House	RCC with masonry partition	37.21	Mundra Plant
18	Panel Room, MCC Room	RCC with masonry partition	105.60	Mundra Plant
19	Security Cabin (At Plant Gate)	RCC with masonry partition	31.50	Mundra Plant
		RCC with masonry partition	14.54	Mundra Plant
20	Hazardous Waste Storage Area	RCC with masonry partition	176.25	Mundra Plant
21	Occupational Health Centre	RCC with masonry partition	455.43	Mundra Plant
22	Mechanical Workshop	RCC with masonry partition	1,680.43	Mundra Plant
23	Electrical Workshop	RCC with masonry partition	802.03	Mundra Plant
24	Centralized Canteen	RCC with masonry partition	616.60	Mundra Plant
25	Service Water Storage Tank (Nr. Canteen Building)	MS structure	649.13	Mundra Plant
26	Store - 1	MS structure with roof sheeting	1,525.00	Mundra Plant
27	Store - 2	MS structure with roof sheeting	1,631.15	Mundra Plant
28	Knowledge Management Center	RCC with masonry partition	503.84	Mundra Plant
29	Civil Maintenance Store	RCC with masonry partition	215.32	Mundra Plant
30	Environment Building	RCC with masonry partition	414.74	Mundra Plant
31	Golf Cart Shed	MS structure with roof sheeting	228.66	Mundra Plant
32	Store Office	RCC with masonry partition	298.90	Mundra Plant
33	SSD Canteen	RCC with masonry partition	492.14	Mundra Plant
34	Old Operation And Maintenance Office	Wooden	380.55	Mundra Plant
35	Material inward section	RCC with masonry partition	380.55	Mundra Plant
36	Store Room - 5	MS structure with roof sheeting	141.40	Mundra Plant
37	Stp Plant (Phase - 1 & 2)	RCC with masonry partition	61.18	Mundra Plant
38	Light Diesel Oil Storage Tank	MS structure	1,600.00	Mundra Plant
39	Air Blower Shed	MS structure	450.12	Mundra Plant
40	Light Diesel Oil Storage Tank	MS structure	157.00	Mundra Plant



Adani Power (Mundra) Limited

Annexure 1

Building details

S. No.	Building Details	Type of construction	Area (m ²)	Location
41	Air Blower Shed	MS structure	126.75	Mundra Plant
42	Pressure Sand Filter Tank	MS structure	314.64	Mundra Plant
43	Lamella Clarifier (Nr. 7 Mid)	RCC	665.28	Mundra Plant
44	Acid Storage Tank	MS structure	238.70	Mundra Plant
45	Pump Station & Office (Nr. 7 Mid)	MS structure	60.50	Mundra Plant
46	Diesel Oil Tank Area	MS structure	81.40	Mundra Plant
47	Pump House (Nr. 7 Mid)	MS structure	66.55	Mundra Plant
48	Potable Water Storage Tank	RCC	336.00	Mundra Plant
49	Secondary R. O. Building	RCC with masonry partition	230.95	Mundra Plant
50	Additional Potable Water Storage Tank	RCC with masonry partition	312.60	Mundra Plant
51	Organic Waste Converter Room	RCC with masonry partition	31.20	Mundra Plant
52	Paper Waste Incinerator Room	RCC with masonry partition	31.20	Mundra Plant
53	Vermi Composting Shed	MS structure	477.36	Mundra Plant
54	Old Material Storage Room	RCC with masonry partition	1301.70	Mundra Plant
55	Electro-Chloration Plant	RCC with masonry partition	584.78	Mundra Plant
56	FOD Switch Yard Building	RCC with masonry partition	389.16	Mundra Plant
57	Office Block (Desalination Plant)	RCC with masonry partition	222.40	Mundra Plant
58	Chemical Tank (Des. Plant)	MS structure	436.68	Mundra Plant
59	Suckback Tank Shed (Des. Plant)	MS structure	779.00	Mundra Plant
60	M. O. C. Room & Backwash Tank Farm (Desalination Plant)	RCC with masonry partition	547.37	Mundra Plant
61	Water Tank & Pump House	RCC with masonry partition	1146.20	Mundra Plant
62	Dirty Water Pump House	RCC with masonry partition	52.08	Mundra Plant
63	R. O. Water Storage Tank (8 Nos.)	RCC	348.69	Mundra Plant
64	Clarifier Water Storage Tank	RCC	713.74	Mundra Plant
65	Pump House, Air Blower & Diesel Tower Area	RCC with masonry partition	925.29	Mundra Plant
66	Floculator & Lamella Clarifier	RCC	1,323.12	Mundra Plant



Adani Power (Mundra) Limited

Annexure 1

Building details

S. No.	Building Details	Type of construction	Area (m ²)	Location
67	Nicron Cartridge Filter & Suck Back Tank	MS structure	218.18	Mundra Plant
68	Chemical Storage Room	RCC with masonry partition	237.94	Mundra Plant
69	Poly Dosing Tank Room	RCC with masonry partition	79.75	Mundra Plant
70	Ro Pre-mate Water Tank & Pump House	RCC	1,477.49	Mundra Plant
71	Bulk Acid & Alkali Storage Tank	MS structure	225.49	Mundra Plant
72	Bulk Alkali Storage Tank	MS structure	93.41	Mundra Plant
73	R.O. Building	RCC with masonry partition	1,438.27	Mundra Plant
74	Filter Water Back Wash Tank & RO Reject Water Tank	RCC with masonry partition	556.03	Mundra Plant
75	Dual Media filter & Pressure Sand Filter	RCC with masonry partition	2,197.01	Mundra Plant
76	Electric Sub Station Room	RCC with masonry partition	720.80	Mundra Plant
77	Chemical Storage Room	RCC with masonry partition	101.50	Mundra Plant
78	Effluent Transfer Pump & RO Reject Water Tank	RCC with masonry partition	293.77	Mundra Plant
79	Bulk FeCl ₃ Storage Tank	MS structure	274.83	Mundra Plant
80	Pump Room & Clarified Water Storage Tank	RCC	607.85	Mundra Plant
81	Hypochlorite Storage Tank	MS structure	61.53	Mundra Plant
82	Sea intake Pump House (PH - 385)	RCC with masonry partition	482.40	Mundra Plant
83	Chlorine Storage Shed, MCC Room Pump Room, Evaporation Room	RCC with masonry partition	601.60	Mundra Plant
84	Chlorination Plant (FGD)	RCC with masonry partition	415.50	Mundra Plant
85	Dilution Pump Station (FGD)	RCC	1,935.00	Mundra Plant
85A	Absorber Pump Station (FGD)	RCC	723.80	Mundra Plant
86	Pump House of Cooling Water Plant	RCC	403.78	Mundra Plant
87	Diesel Generator set (FGD)	MS structure	42.50	Mundra Plant
88	Electrical control Building (FGD)	RCC with masonry partition	1,022.20	Mundra Plant
89	Sub Station - 5 (FGD)	MS structure	1,095.74	Mundra Plant
90	Aeration Fan Enclosure BLDG.	RCC with masonry partition	1,024.26	Mundra Plant
91	Aeration Basin	RCC with masonry partition	7,085.33	Mundra Plant



Adani Power (Mundra) Limited

Annexure 1

Building details

S. No.	Building Details	Type of construction	Area (m ²)	Location
92	Additional Cooling Tower (5 Nos.)	RCC	14,362.60	Mundra Plant
93	AD ware House	Structure steel with masonry	2,039.18	Mundra Plant
94	Civil Store	Structure steel with masonry	3,080.40	Mundra Plant
95	Store - 2	MS structure	1,631.15	Mundra Plant
96	Store - 1	MS structure	1,525.00	Mundra Plant
97	Paint Storage Room (Nr. 650 Store)	Structure steel with masonry	118.56	Mundra Plant
98	CT Switch Gear Room (Phase - 4)	RCC with masonry partition	958.80	Mundra Plant
99	LT Switch Gear Room (CT-9)	RCC with masonry partition	265.35	Mundra Plant
100	M.C.C. Room & Switch Gear Room	RCC with masonry partition	969.00	Mundra Plant
101	Effluent Treatment Plant (PH-3)	RCC with masonry partition	438.55	Mundra Plant
102	Coal Water Treatment Plant	RCC with masonry partition	183.48	Mundra Plant
103	Light House (42 Tunnel) (2Nos.)	RCC with masonry partition	92.63	Mundra Plant
104	Chemical Dosing House (Phase-3)	RCC with masonry partition	163.02	Mundra Plant
105	Dosing House (Phase - 4)	RCC with masonry partition	228.76	Mundra Plant
106	Mechanical Accelerated Clarifier (PH-4)	RCC	5,281.48	Mundra Plant
107	Fresh Water Reservoir (PH-4)	RCC	1,999.80	Mundra Plant
	Fresh Water Reservoir (PH-3)	RCC	1,402.40	Mundra Plant
108	Central Drive House (G.F.)	MS structure with roof sheeting	206.05	Mundra Plant
	Central Drive House (F.F.)	MS structure with roof sheeting	206.05	Mundra Plant
109	Fire and Safety Building (G.F.)	RCC with masonry partition	545.59	Mundra Plant
	Fire and Safety Building (F.F.)	RCC with masonry partition	137.59	Mundra Plant
110	Security Control and Response	RCC with masonry partition	220.00	Mundra Plant
	Center (G.F.) (F.F.)	RCC with masonry partition	220.00	Mundra Plant
111	ASH SILO (PH - 182) (2 Nos.)	RCC	298.89	Mundra Plant
112	ASH Handling Plant & ESP Control Building (PH-182) (2Nos)	RCC with masonry partition	1,034.80	Mundra Plant
	+4.20 MTR. LVL	RCC with masonry partition	1,034.80	Mundra Plant



Adani Power (Mundra) Limited

Annexure 1

Building details

S. No.	Building Details	Type of construction	Area (m ²)	Location
	+7.80 MTR. LVL	RCC with masonry partition	1,034.80	Mundra Plant
	+11.40 MTR. LVL	RCC with masonry partition	1,034.80	Mundra Plant
113	DSS System Room	RCC with masonry partition	42.70	Mundra Plant
114	Panel Room (2 Nos.)	RCC with masonry partition	49.50	Mundra Plant
115	Air Compressor Room & Control Building	RCC with masonry partition	923.20	Mundra Plant
116	ASH Silo (PHASE - 3) (2 Nos.)	RCC	135.79	Mundra Plant
117	Fresh Water Storage Tank (5 Nos.)	MS structure	1,431.88	Mundra Plant
118	DM Water Storage Tank (2 Nos.)	MS structure	93.08	Mundra Plant
119	Absorber Cell including Chimney (Phase - 4)	RCC	18,188.37	Mundra Plant
120	FGD Electrical Control BLDG.	RCC with masonry partition	390.97	Mundra Plant
	First Floor	RCC with masonry partition	390.97	Mundra Plant
	Second Floor	RCC with masonry partition	390.97	Mundra Plant
121	Diesel Generator Shed	MS structure with roof sheeting	42.50	Mundra Plant
122	Industrial Waste Water Pump House (Ph - 4)	RCC with masonry partition	222.37	Mundra Plant
123	L.W.W.T. Plant Dosing Room	RCC with masonry partition	103.62	Mundra Plant
124	Flotation Tank (2 Nos.)	RCC with masonry partition	6.28	Mundra Plant
125	Clarifier Tank (3 Nos.)	RCC with masonry partition	9.42	Mundra Plant
126	Filter Tank (4 Nos.)	RCC with masonry partition	4.52	Mundra Plant
127	Sanitary Waste Water System	RCC with masonry partition	43.14	Mundra Plant
128	ASH Silo (Phase - 4) (3 Nos.)	RCC	190.75	Mundra Plant
129	Boiler Chemical Cleaning Waste Water Plant	RCC with masonry partition	410.75	Mundra Plant
130	Industrial Waste Water Treatment House	RCC with masonry partition	100.75	Mundra Plant
131	Chlorination Plant	RCC with masonry partition	1,285.63	Mundra Plant
132	Integrated ASH Plant- Building (+0.00MTR LVL.)	RCC with masonry partition	1,125.00	Mundra Plant
	+6.00MTR. LVL	RCC with masonry partition	1,125.00	Mundra Plant
	+11.75MTR. LVL	RCC with masonry partition	1,125.00	Mundra Plant



Adani Power (Mundra) Limited

Annexure 1

Building details

S. No.	Building Details	Type of construction	Area (m ²)	Location
133	Utility Building	MS structure with masonry partition	485.10	Mundra Plant
134	Office (Nr. ASH Bagging Plant)	MS structure with masonry partition	62.28	Mundra Plant
135	Jumbo ASH Bagging Plant	MS structure with roof sheeting	4,290.20	Mundra Plant
136	Weigh Bridge control Room (I.A.H.S.)	MS structure with masonry partition	15.58	Mundra Plant
137	Store Room	MS structure with masonry partition	15.34	Mundra Plant
138	Office	MS structure with masonry partition	35.91	Mundra Plant
139	Security Cabin (I.A.H.S.)	MS structure with masonry partition	16.47	Mundra Plant
140	Condensate Storage Tank	MS structure	384.69	Mundra Plant
141	Hazardous Waste Storage Shed (Nr. Unit-9)	RCC with masonry partition	300.00	Mundra Plant
142	Relay Building (PH -3) Switch Yard	RCC with masonry partition	1,488.86	Mundra Plant
143	Chemical Dosing House (Nr.7 MLD)	RCC with masonry partition	211.20	Mundra Plant
144	CHP 330 Control room	MS and RCC with masonry partition	709.78	Mundra Plant
145	W.C. & Urinal Block (Nr. Electro Chlorination Plant)	RCC with masonry partition	16.28	Mundra Plant
146	Horticulture Department Store	RCC with masonry partition	32.40	Mundra Plant
147	Hydrogen Storage Station (PH - 384)	RCC with masonry partition	448.02	Mundra Plant
148	Coal Water Treatment Plant	RCC with masonry partition	68.25	Mundra Plant
149	Diesel Generator Room	MS structure	62.08	Mundra Plant
150	Service Building	RCC with masonry partition	418.29	Mundra Plant
	+4.26MTR. LVL	RCC with masonry partition	418.29	Mundra Plant
	+7.52MTR. LVL	RCC with masonry partition	418.29	Mundra Plant
	+11.58MTR. LVL	RCC with masonry partition	418.29	Mundra Plant
	+15.24MTR. LVL	RCC with masonry partition	418.29	Mundra Plant



Adani Power (Mundra) Limited

Annexure 1

Building details

S. No.	Building Details	Type of construction	Area (m ²)	Location
151	Project Office	RCC with masonry partition	887.85	Mundra Plant
152	650 Canteen	RCC with masonry partition	403.65	Mundra Plant
153	Old HR Office	RCC with masonry partition	547.14	Mundra Plant
154	Security Cabin (Nr. Old HR)	RCC with masonry partition	20.15	Mundra Plant
		RCC with masonry partition	21.13	Mundra Plant
155	Radiography Room	RCC with masonry partition	10.20	Mundra Plant
156	Relay Building (Phase 4)	RCC with masonry partition	523.26	Mundra Plant
157	Nursery	MS structure	477.36	Mundra Plant
158	Coal Crusher House (+0.50M. LVL)	MS structure with RCC and roof	658.51	Mundra Plant
	+ 8.50MTR. LVL	MS structure with RCC and roof	560.91	Mundra Plant
	+ 14.00 MTR. LVL	MS structure with RCC and roof	432.81	Mundra Plant
	+ 19.20MTR. LVL	MS structure with RCC and roof	432.81	Mundra Plant
159	Autobase workshop	MS structure with RCC and roof	2,200.00	Mundra Plant
160	Crusher House (Phase - 1 B-2) (All Floors)	MS structure with RCC and roof	668.40	Mundra Plant
161	W.C. & Urinal Block	RCC with masonry partition	10.13	Mundra Plant
162	Transfer Tower - 203	MS structure	225.50	Mundra Plant
163	Rest Room & W.C. Bath Block (NR, Track Hopper5)	RCC with masonry partition	74.73	Mundra Plant
164	Hydrogen Filling Station (Phase - 3)	RCC with masonry partition	9.00	Mundra Plant
165	Water Body Control Room (NR, Plant Gate)	RCC with masonry partition	6.00	Mundra Plant
166	Sub Station - 6 (+ 0.15M. LVL)	RCC with masonry partition	286.70	Mundra Plant
	Sub Station - 6 (+ 3.15M. LVL)	RCC with masonry partition	285.29	Mundra Plant
167	Track Hopper	RCC and MS structure	1,648.19	Mundra Plant
168	Condensate Storage Tank & Pump House (Nr. Unit - 1)	MS structure	166.81	Mundra Plant
169	Compressor Room (Nr. Track Hopper)	Masonry structure with sheet	88.65	Mundra Plant
170	Transfer Tower - 7	MS structure with roof sheeting	215.35	Mundra Plant
171	Maintenance Room & Store Room (Nr. Transfer Tower - 7)	Masonry structure with sheet	84.18	Mundra Plant



Adani Power (Mundra) Limited

Annexure 1

Building details

S. No.	Building Details	Type of construction	Area (m ²)	Location
172	Transfer Tower - 6 (All Floors)	MS structure with roof sheeting	1,107.90	Mundra Plant
173	CHP Pump House (Phase - 1B2)	RCC with masonry partition	123.25	Mundra Plant
174	Transfer tower - 32 (G.F)	MS structure with roof slab sheeting	371.01	Mundra Plant
	Transfer tower - 32 (F.F)	MS structure with roof slab sheeting	371.01	Mundra Plant
175	Transfer tower - 33 (G.F)	MS structure with roof slab sheeting	264.39	Mundra Plant
	Transfer tower - 33 (F.F)	MS structure with roof slab sheeting	264.39	Mundra Plant
176	Transfer tower - 31 (G.F)	MS structure with roof slab sheeting	416.00	Mundra Plant
	Transfer tower - 31 (F.F)	MS structure with roof slab sheeting	416.00	Mundra Plant
177	Transfer tower - 40 (G.F)	MS structure with roof slab sheeting	268.62	Mundra Plant
	Transfer tower - 40 (F.F)	MS structure with roof slab sheeting	268.62	Mundra Plant
178	Transfer tower - 41 (G.F)	MS structure with roof slab sheeting	364.78	Mundra Plant
	Transfer tower - 41 (F.F)	MS structure with roof slab sheeting	364.78	Mundra Plant
179	Transfer tower - 42 (G.F)	MS structure with roof slab sheeting	295.24	Mundra Plant
	Transfer tower - 42 (F.F)	MS structure with roof slab sheeting	295.24	Mundra Plant
180	Light House	RCC with masonry partition	39.05	Mundra Plant
181	Hopper No. 2	RCC with masonry partition	53.07	Mundra Plant
182	Tail Drive House (2 Nos.)	RCC with masonry partition	339.93	Mundra Plant
182 A	Transfer Tower - 5	MS structure with sheeting	93.31	Mundra Plant
183	Pent House	RCC with masonry partition	38.23	Mundra Plant
184	Vibro Feeder	MS structure	81.20	Mundra Plant
		MS structure	130.75	Mundra Plant
185	Transfer tower -4	MS structure with roof sheeting	94.93	Mundra Plant
186	Transfer tower -2A	MS structure with roof sheeting	86.49	Mundra Plant
187	Dust Supplier System	MS structure with roof slab and sheeting	122.00	Mundra Plant
188	Transfer Tower - 1A & Coal Silo	MS structure with sheeting	563.75	Mundra Plant
189	Parking Shed	MS structure with sheeting	94.00	Mundra Plant
	(Nr. Operation & Maintenance Office)	MS structure with sheeting	93.00	Mundra Plant
		MS structure with sheeting	73.75	Mundra Plant



Adani Power (Mundra) Limited

Annexure 1

Building details

S. No.	Building Details	Type of construction	Area (m ²)	Location
190	C. W. Pump House (Phase-2)	Steel structure with Masonry partition, RCC slab	873.28	Mundra Plant
191	Pre engineering Building for Operation Maintenance Store	MS structure with sheeting	6,380.60	Mundra Plant
192	Ventilation Dust Room for Track Hopper	RCC with masonry partition	92.63	Mundra Plant
193	Power House Unit 1 & 2	Steel structure with Masonry partition, RCC slab	25,920.00	Mundra Plant
194	Boiler House Unit 1 & 2	Steel Structure	34,650.00	Mundra Plant
195	Cooling Tower Unit 1 & 2	RCC structure	11,220.00	Mundra Plant
196	220 KV Switch Yard control Building Ph 1	Steel structure with Masonry partition, RCC slab and roof top with sheet	960.00	Mundra Plant
197	Sea Water intake pump House ph 1	Steel structure with cladding and roof top with sheet	240.00	Mundra Plant
198	MCC Room	Steel structure with Masonry partition and roof top with sheet	160.00	Mundra Plant
199	DM Water Plant Ph 1 & 2	Steel structure with Masonry partition, RCC slab and roof top with sheet	3,000.00	Mundra Plant
200	Hydrogen Generation Plant	RCC columns with masonry partition and roof top with sheet	450.00	Mundra Plant
201	Cooling water Pump House Ph 1	Steel structure with cladding and roof top with sheet	750.00	Mundra Plant
202	ESP Control Building Ph 1	Steel structure with Masonry partition, RCC slab and roof top with sheet	2,000.00	Mundra Plant
203	Store Shed	Steel structure with Masonry partition, RCC slab and roof top with sheet	3,000.00	Mundra Plant
204	Additional Store Shed	Steel structure with cladding and roof top with sheet	500.00	Mundra Plant
205	Cement Godown	Steel structure with cladding and roof top with sheet	300.00	Mundra Plant
206	Power House Unit 3 & 4	Steel structure with Masonry partition, RCC slab	25,920.00	Mundra Plant
207	Boiler House Unit 3 & 4	Steel Structure	34,650.00	Mundra Plant
208	Cooling Tower Unit 3 & 4	RCC structure	11,220.00	Mundra Plant
209	400 KV switch Yard Control Building Ph 2	Steel structure with Masonry partition, RCC slab and roof top with sheet	549.12	Mundra Plant
210	Cooling Water Pump House Ph 2	Steel structure with cladding and roof top with sheet	750.00	Mundra Plant
211	ESP Control Building Ph 2	Steel structure with Masonry partition, RCC slab and roof top with sheet	2,000.00	Mundra Plant
212	Turbine House Ph 3	Steel structure with Masonry partition, RCC slab	34,200.00	Mundra Plant
213	Boiler House Unit 5 & 6	Steel Structure	63,360.00	Mundra Plant
214	ESP Ph 3	Steel Structure	3,920.00	Mundra Plant
215	I.D. Fan Ph 3	RCC	234.00	Mundra Plant
216	Center Control Building Ph 3	Steel structure with Masonry partition, RCC slab	1,575.00	Mundra Plant
217	HFO And LDO Tank Ph 3		2,800.00	Mundra Plant
218	HFO And LDO Tank Ph 3		5,312.00	Mundra Plant



Adani Power (Mundra) Limited

Annexure 1

Building details

S. No.	Building Details	Type of construction	Area (m ²)	Location
219	Fuel Oil Pump Ph 3	RCC with masonry partition	675.00	Mundra Plant
220	ESP Control House Ph 3	RCC with masonry partition	525.00	Mundra Plant
221	C. W. Pump House Ph 3	Steel structure with cladding and roof top with sheet	750.00	Mundra Plant
222	Mechanical - Draft Cooling Tower unit 5 & 6	RCC structure	8,850.00	Mundra Plant
223	Comprehensive Pump House Ph 3	RCC structure with masonry partition	650.00	Mundra Plant
224	Industry Wastewater Pump House Ph 3	RCC structure with masonry partition	240.00	Mundra Plant
225	Waste Water Pump House Ph 3	RCC structure with masonry partition	200.00	Mundra Plant
226	DM Plant Ph 3	RCC structure with masonry partition	700.00	Mundra Plant
227	Laboratory Building Ph 3	RCC structure with masonry partition	1,125.00	Mundra Plant
228	Main Power/Turbine House Ph 4	Steel structure with Masonry partition, RCC slab	51,300.00	Mundra Plant
229	HFO and LDO Tank Ph 4	Steel structure	4,000.00	Mundra Plant
230	HFO and LDO Tank Ph 4	Steel structure	900.00	Mundra Plant
231	Fuel Oil Pump House Ph 4	RCC with masonry partition	675.00	Mundra Plant
232	Coal Complex Building-Ph 3 & Ph 4	RCC with masonry partition	2,400.00	Mundra Plant
233	C.W. Pump House Ph 4	Steel structure with cladding and roof top with sheet	1,056.00	Mundra Plant
234	Mechanical Draft Cooling Tower unit 7, 8 & 9	RCC structure	13,275.00	Mundra Plant
235	Comprehensive Pump House Ph 4	RCC structure with masonry partition	650.00	Mundra Plant
236	Waste Water Pump House Ph 4	RCC structure with masonry partition	200.00	Mundra Plant
237	DM Plant Ph 4	RCC structure with masonry partition	1,000.00	Mundra Plant
238	Laboratory Building Ph 4	RCC structure with masonry partition	1,125.00	Mundra Plant
239	Boiler House unit 7, 8 & 9	Steel Structure	95,040.00	Mundra Plant
240	centre Control Building Ph 4	Steel structure with Masonry partition, RCC slab	2,700.00	Mundra Plant
241	ESP control House Ph 4	RCC with masonry partition	525.00	Mundra Plant
242	CHC parking shed	Steel Structure with roof sheeting	80.00	Mundra Plant
243	Material recovery facility shed	Steel structure with Masonry partition, RCC slab	321.98	Mundra Plant
244	Ash classification system	Steel structure with Masonry partition, RCC slab	770.00	Mundra Plant
245	Ash classification Silo	Steel Structure	64.00	Mundra Plant

Sr No	Building Details	Located at
1	1 BHK Flats, Flat no.206	Mundra Plant
2	2 BHK Flats, Flat no.309	Mundra Plant
3	3 BHK Flats, Flat no.106	Mundra Plant
4	Bungalow no.2	Mundra Plant
5	Bachelor Hostel - 210 number of rooms	Mundra Plant



Adani Power (Mundra) Limited

Annexure 1

(C) Other fixed assets

Sr.	Particulars
1	Plant and Equipment
2	Furniture and Fixtures
3	Railway Sidings
4	Computer Hardware
5	Office Equipments
6	Vehicles
7	Computer software

Second Part : Short description of Leasehold property of the transferor company as at 30th September, 2022

(A) Leasehold Land details

Particulars	Particulars	Area in Acres
Leasehold Land	Survey No. 180 Part, Village Tunda, Taluka Mundra, Kutch, Gujarat-370435	572.31
Leasehold Land	Survey No. 295/1 Part, Village Shricha, Taluka Mundra, Kutch, Gujarat- 370435	153.87
Total		726.18

Third Part : Short description of all stocks, shares, debentures and other changes in action of the transferor company as at 30th September, 2022

Nature	Particulars	No. of units / shares
Investment in Units of Mutual Fund	SBI Liquid Fund - Direct Growth	42,373.68
Investment in Equity Shares	Adani Naval Defence System and Technologies Limited	4,500

