adani

August 16, 2017

BSE Limited
Floor 25, P J Towers,
Dalal Street,
Mumbai – 400 001
Scrip Code: 533096

National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051
Scrip Code: ADANIPOWER

Sub: Notices of the National Company Law Tribunal ("NCLT") Convened Meetings of the Company

Dear Sir,

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed herewith the copies of the Notices along with the Explanatory Statements of the NCLT convened meetings of the equity shareholders, secured creditors and unsecured creditors (including debentureholders) of the Company, as directed by Hon'ble NCLT, Ahmedabad Bench, vide its final order dated 7th day of August 2017, directing to convene the said meetings at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad-380 015, Gujarat, India on Wednesday, 20th day of September 2017, for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors ("Scheme").

Further, the Company has provided e-voting facility and postal ballot to the equity shareholders of the Company in connection with the resolution proposed in the aforesaid Notice of the NCLT convened meeting of the equity shareholders. The voting period for e-voting and postal ballot will commence at 9.00 a.m. on Monday, 21st day of August 2017 and will end at 5.00 p.m. on Tuesday, 19th day of September, 2017. The Company has also provided the facility of voting through ballot/polling paper at the venue of the meeting. Equity shareholders of the Company, as at the cut-off date of 11th day of August, 2017, only shall be entitled to vote on the Scheme.

In case of meetings of the Secured Creditors and the Unsecured Creditors (including debentureholders) of the Company, the voting shall be carried out through the ballot/polling paper at the venue of the meetings.

Adani Power Ltd.

Adani Power Ltd
Achalraj
Opp. Mayor Bunglow, Law Garden,
Ahmedabad – 380 006
Gujarat, India
CIN: L40100GJ1996PLC030533

Tel +91 79 2555 7555
Fax +91 79 2555 7177
info@adani.com
www.adani.com

Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India

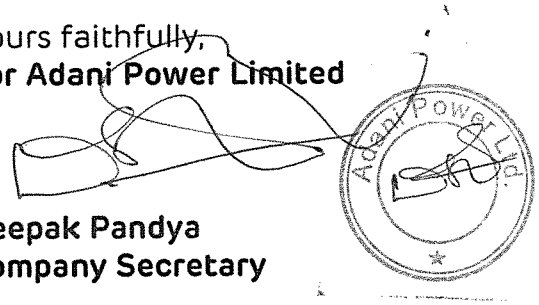
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The above Notices along with the Explanatory Statements of the meetings are also available on website of the Company at www.adanipower.com

You are requested to take the same on your record.

Thanking you.

Yours faithfully,
For Adani Power Limited



Deepak Pandya
Company Secretary

Encl: a/a

Adani Power Ltd
Achalraj
Opp. Mayor Bunglow, Law Garden,
Ahmedabad – 380 006
Gujarat, India
CIN: L40100GJ1996PLC030533

Tel +91 79 2555 7555
Fax +91 79 2555 7177
info@adani.com
www.adani.com

Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India

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NOTICE-EQUITY SHAREHOLDERS

ADANI POWER LIMITED

Registered Office	"Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India
Tel No	+91 79 2555 5696
CIN	L40100GJ1996PLC030533
Website	www.adanipower.com
E-mail	deepak.pandya@adani.com

MEETING OF THE EQUITY SHAREHOLDERS WHICH INCLUDES PUBLIC SHAREHOLDERS

OF

ADANI POWER LIMITED

(convened pursuant to final order dated 7th day of August 2017 passed by the National Company Law Tribunal, Bench at Ahmedabad)

MEETING

Day	Wednesday
Date	20th day of September 2017
Time	10.00 a.m. (1000 hours)
Venue	J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad-380 015, Gujarat, India

POSTAL BALLOT AND E-VOTING

Start Date and Time	21st day of August 2017 at 09.00 a.m. (0900 hours)
End Date and Time	19th day of September 2017 at 5.00 p.m. (1700 hours)

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

BENCH, AT AHMEDABAD

CA (CAA) NO. 84/NCLT/AHM/2017

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 - 232 read with other relevant provisions of the Companies Act, 2013;

And

In the matter of Adani Power Limited

And

In the matter of Scheme of Arrangement between Adani Power Limited and The Adani Power (Mundra) Limited and their respective shareholders and creditors;

Adani Power Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India. ..... Applicant Company

NOTICE CONVENING THE MEETING OF THE EQUITY SHAREHOLDERS (WHICH INCLUDES PUBLIC SHAREHOLDERS) OF THE APPLICANT COMPANY

To,

All the equity shareholders of Adani Power Limited (the "Applicant Company"):

NOTICE is hereby given that by a final Order dated 7th day of August 2017 (the **"Order"**), the Hon'ble National Company Law Tribunal, Bench at Ahmedabad **("NCLT")** has directed a meeting to be held of the equity shareholders of the Applicant Company for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors **("Scheme").**

In pursuance of the said Order and as directed therein further notice is hereby given that a meeting of the equity shareholders of the Applicant Company will be held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 10.00 a.m. (1000 hours) at which time and place you are requested to attend. At the meeting, the following resolution will be considered and if thought fit, be passed, with or without modification(s):

***"RESOLVED THAT** pursuant to the provisions of Sections 230 - 232 and other applicable provisions of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof) as may be applicable, the Securities and Exchange Board of India Circular No. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017, the observation letters issued by each of the BSE Limited and the National Stock Exchange of India Limited, both dated 14th day of July 2017 and subject to the provisions of the Memorandum and Articles of Association of the Company and subject to the approval of Hon'ble National Company Law Tribunal, Bench at Ahmedabad **("NCLT")** and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by NCLT or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the **"Board",** which term shall be deemed to mean and include one or more Committee(s) constituted/to be constituted by the Board or any person(s) which the Board may nominate to exercise its powers including the powers conferred by this resolution), the arrangement embodied in the Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors **("Scheme")** placed before this meeting and initialled by the Chairman of the meeting for the purpose of identification, be and is hereby approved.*

RESOLVED FURTHER THAT *the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the NCLT while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any questions or doubts or difficulties that may arise including passing of such accounting entries and /or making such adjustments in the books of accounts as considered necessary in giving effect to the Scheme, as the Board may deem fit and proper."*

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the registered office of the Applicant Company at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India, not later than 48 (forty eight) hours before the time fixed for the aforesaid meeting. The form of proxy can be obtained free of charge from the registered office of the Applicant Company.

TAKE FURTHER NOTICE that in compliance with the provisions of (i) Section 230(4) read with Sections 108 and 110 of the Companies Act, 2013; (ii) Rule 6(3)(xi) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; (iii) Rule 22 read with Rule 20 and other applicable provisions of the Companies (Management and Administration) Rules, 2014; (iv) Regulation 44 and other applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015; and (v) Circular No. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 issued by the Securities and Exchange Board of India, the Applicant Company has provided the facility of voting by postal ballot and e-voting so as to enable the equity shareholders, which includes the Public Shareholders (as defined in the Notes below), to consider and approve the Scheme by way of the aforesaid resolution. The Applicant Company has provided the facility of ballot/polling paper at the venue of the meeting. Accordingly, you may cast your vote either through postal ballot or through e-voting or through ballot/polling paper at the venue of the meeting.

Copies of the Scheme and of the Explanatory Statement, under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, along with the enclosures as indicated in the Index, can be obtained free of charge at the registered office of the Applicant Company at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India or at the office of its advocates, M/s. Singhi & Co., Singhi House, 1, Magnet Corporate Park, Off Sola Bridge, S. G. Highway, Ahmedabad – 380 059, Gujarat, India.

NCLT has appointed Mr. Justice K. A. Puj, former Judge of High Court of Gujarat, and in his absence, Mr. Justice Kamal Mehta, former Judge of High Court of Gujarat to be the Chairman of the said meeting including for any adjournment or adjournments thereof.

The Scheme, if approved in the aforesaid meeting, will be subject to the subsequent approval of NCLT.

A copy of the Explanatory Statement, under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme and the other enclosures as indicated in the Index are enclosed.

Sd/-
Mr. Justice K. A. Puj
(former Judge of High Court of Gujarat)
Chairman appointed for the meeting

Dated this 12th day of August 2017

Registered office : "Shikhar", Near Adani House,
Mithakhali Six Roads,
Navrangpura,
Ahmedabad- 380 009,
Gujarat, India.

Notes:

1. Only registered equity shareholders of the Applicant Company may attend and vote either in person or by proxy (a proxy need not be an equity shareholder of the Applicant Company) or in the case of a body corporate or Registered Foreign Portfolio Investors **("RFPI")** or Foreign Institutional Investors **("FII")**, by a representative authorised under Section 113 of the Companies Act, 2013 at the meeting of the equity shareholders of the Applicant Company. The authorised representative of a body corporate/RFPI/FII which is a registered equity shareholder of the Applicant Company may attend and vote at the meeting of the equity shareholders of the Applicant Company provided a copy of the resolution of the board of directors or other governing body of the body corporate/RFPI/FII authorising such representative to attend and vote at the meeting of the equity shareholders of the Applicant Company, duly certified to be a true copy by a director, the manager, the secretary or other authorised officer of such body corporate/RFPI/FII, is deposited at the registered office of the Applicant Company not later than 48 (forty eight) hours before the scheduled time of the commencement of the meeting of the equity shareholders of the Applicant Company.
2. As per Section 105 of the Companies Act, 2013 and the rules made thereunder, a person can act as proxy on behalf of not more than 50 (fifty) equity shareholders holding in aggregate, not more than 10% (ten percent) of the total share capital of the Applicant Company carrying voting rights. Equity shareholders holding more than 10% (ten percent) of the total share capital of the Applicant Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or equity shareholder.
3. The form of proxy can be obtained free of charge from the registered office of the Applicant Company.
4. All alterations made in the form of proxy should be initialed.
5. During the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, an equity shareholder would be entitled to inspect the proxies lodged at any time during the business hours of the Applicant Company, provided that not less than 3 (three) days of notice in writing is given to the Applicant Company.
6. NCLT by its said Order has directed that a meeting of the equity shareholders of the Applicant Company shall be convened and held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 10.00 a.m. (1000 hours) for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme. Equity shareholders would be entitled to vote in the said meeting either in person or through proxy.
7. In compliance with the provisions of (i) Section 230(4) read with Sections 108 and 110 of the Companies Act, 2013; (ii) Rule 6(3)(xi) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; (iii) Rule 22 read with Rule 20 and other applicable provisions of the Companies (Management and Administration) Rules, 2014; (iv) Regulation 44 and other applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015; and (v) Circular No. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 issued by the Securities and Exchange Board of India, the Applicant Company has provided the facility of voting by postal ballot and e-voting so as to enable the equity shareholders, which includes the Public Shareholders (as defined below), to consider and approve the Scheme by way of the aforesaid resolution. Accordingly, voting shall be carried out through postal ballot or through e-voting or through ballot/polling paper at the venue of the meeting.
8. The quorum of the meeting of the equity shareholders of the Applicant Company shall be 30 (thirty) equity shareholders of the Applicant Company, present in person.
9. A registered equity shareholder or his proxy, attending the meeting, is requested to bring the Attendance Slip duly completed and signed.
10. The registered equity shareholders who hold shares in dematerialized form and who are attending the meeting are requested to bring their DP ID and Client ID for easy identification.
11. The registered equity shareholders are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the register of members of the Applicant Company/ list of

beneficial owners as received from National Securities Depository Limited **("NSDL")**/ Central Depository Services (India) Limited **("CDSL")** in respect of such joint holding, will be entitled to vote.

12. The documents referred to in the accompanying Explanatory Statement shall be open for inspection by the equity shareholders at the registered office of the Applicant Company between 10.00 a.m. and 12.00 noon on all days (except Saturdays, Sundays and public holidays) up to the date of the meeting.

13. Equity shareholders (which includes Public Shareholders) holding equity shares as on 11th day of August 2017, being the cut off date, will be entitled to exercise their right to vote on the above resolution.

14. The Notice, together with the documents accompanying the same, is being sent to all the equity shareholders either by courier service or electronically by e-mail to those equity shareholders who have registered their e-mail ids with the Applicant Company/registrar and share transfer agents/ NSDL/CDSL, whose names appear in the register of members/list of beneficial owners as received from NSDL/CDSL as on 11th day of August 2017. The Notice will be displayed on the website of the Applicant Company www.adanipower.com and on the website of CDSL www.evotingindia.com

15. A person, whose name is not recorded in the register of members or in the register of beneficial owners maintained by NSDL/CDSL as on the cut-off date i.e. 11th day of August 2017 shall not be entitled to avail the facility of e-voting or voting through postal ballot or voting at the venue of the meeting to be held on 20th day of September 2017. Voting rights shall be reckoned on the paid-up value of the shares registered in the names of the equity shareholders (which include Public Shareholders) as on Friday, the 11th day of August 2017. Persons who are not equity shareholders of the Applicant Company as on the cut-off date i.e. 11th day of August 2017 should treat this notice for information purposes only.

16. The voting by the equity shareholders (including the Public Shareholders) through the postal ballot or e-voting shall close at 5:00 p.m. on 19th day of September 2017.

17. The notice convening the meeting will be published through advertisement in (i) Indian Express (All Editions) in the English language; and (ii) translation thereof in Sandesh (Ahmedabad Edition) in Gujarati language.

18. Circular No. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 **("SEBI Circular")** issued by the Securities and Exchange Board of India **("SEBI"),** inter alia, provides that approval of Public Shareholders of the Applicant Company to the Scheme shall be obtained by way of voting through postal ballot and e-voting. Since, the Applicant Company is seeking the approval of its equity shareholders (which includes Public Shareholders) to the Scheme by way of voting through postal ballot and e-voting, no separate procedure for voting through postal ballot and e-voting would be required to be carried out by the Applicant Company for seeking the approval to the Scheme by its Public Shareholders in terms of SEBI Circular. The aforesaid notice sent to the equity shareholders (which includes Public Shareholders) of the Applicant Company would be deemed to be the notice sent to the Public Shareholders of the Applicant Company. For this purpose, the term **"Public"** shall have the meaning assigned to it in Rule 2(d) of the Securities Contracts (Regulations) Rules, 1957 and the term **"Public Shareholders"** shall be construed accordingly. In terms of SEBI Circular, the Applicant Company has provided the facility of voting by postal ballot and e-voting to its Public Shareholders.

    NCLT, by its Order, has, inter alia, held that since the Applicant Company is directed to convene a meeting of its equity shareholders, which includes Public Shareholders, and the voting in respect of the equity shareholders, which includes Public Shareholders, is through postal ballot and e-voting, the same is in sufficient compliance of SEBI Circular.

19. In accordance with the provisions of Sections 230 – 232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority of persons representing three fourth in value of the equity shareholders of the Applicant Company, voting in person or by proxy or by postal ballot and e-voting, agree to the Scheme.

20. Further, in accordance with the SEBI Circular, the Scheme shall be acted upon only if the votes cast by the Public Shareholders (through postal ballot or e-voting) in favour of the aforesaid resolution for approval of Scheme are more than the number of votes cast by the Public Shareholders against it.

21. The Applicant Company has engaged the services of CDSL for facilitating e-voting for the said meeting to be held on 20th day of September 2017. Equity shareholders desiring to exercise their vote by using e-voting facility are requested to follow the instructions mentioned in Note 34 below.

22. A postal ballot form along with self-addressed postage pre-paid envelope is also enclosed. Equity shareholders, voting in physical form are requested to carefully read the instructions printed in the attached postal ballot form. Equity shareholders who have received the postal ballot form by e-mail and who wish to vote through postal ballot form, can download the postal ballot form from the Applicant Company's website www.adanipower.com or seek duplicate postal ballot form from the Applicant Company.

23. Equity shareholders shall fill in the requisite details and send the duly completed and signed postal ballot form in the enclosed self-addressed postage pre-paid envelope to the scrutinizer so as to reach the scrutinizer before 5.00 p.m. on or before 19th day of September 2017. Postal ballot form, if sent by courier or by registered post/speed post at the expense of an equity shareholder will also be accepted. Any postal ballot form received after the said date and time period shall be treated as if the reply from the equity shareholders has not been received.

24. Incomplete, unsigned, improperly or incorrectly tick marked postal ballot forms will be rejected by the scrutinizer.

25. The vote on postal ballot cannot be exercised through proxy.

26. There will be only 1 (one) postal ballot form for every registered folio/client ID irrespective of the number of joint equity shareholders.

27. The postal ballot form should be completed and signed by the equity shareholders (as per specimen signature registered with the Applicant Company and/or furnished by the Depositories). In case, shares are jointly held, this form should be completed and signed by the first named equity shareholder and, in his/her absence, by the next named equity shareholder. Holder(s) of Power of Attorney **("PoA")** on behalf of an equity shareholder may vote on the postal ballot mentioning the registration number of the PoA with the Applicant Company or enclosing a copy of the PoA authenticated by a notary. In case of shares held by companies, societies etc., the duly completed postal ballot form should be accompanied by a certified copy of the board resolution/ authorisation giving the requisite authority to the person voting on the postal ballot form.

28. Mr. Ravi Kapoor, Practicing Company Secretary (Membership No. FCS 2587/CP 2407) has been appointed as the scrutinizer to conduct the postal ballot and e-voting process and voting at the venue of the meeting in a fair and transparent manner.

29. The scrutinizer will submit his combined report to the Chairman of the meeting after completion of the scrutiny of the votes cast by the equity shareholders, which includes Public Shareholders, of the Applicant Company through (i) e-voting process, (ii) postal ballot and (iii) ballot/polling paper at the venue of the meeting. The scrutinizer will also submit a separate report with regard to the result of the postal ballot and e-voting in respect of Public shareholders. The scrutinizer's decision on the validity of the vote (including e-votes) shall be final. The results of votes cast through (i) e-voting process, (ii) postal ballot and (iii) ballot/polling paper at the venue of the meeting including the separate results of the postal ballot and e-voting exercised by the Public Shareholders will be announced on or before 22nd day of September 2017 at the registered office of the Applicant Company. The results, together with the scrutinizer's reports, will be displayed at the registered office of the Applicant Company, on the website of the Applicant Company, www.adanipower.com and on the website of CDSL www.cdslindia.com, besides being communicated to BSE Limited and National Stock Exchange of India Limited.

30. Kindly note that the equity shareholders (which includes Public Shareholders) can opt only one mode for voting i.e. either by postal ballot or e-voting or voting at the venue of the meeting. If an equity shareholder has opted for e-voting, then he/she should not vote by postal ballot form also and vice versa. However, in case equity shareholder(s) (which includes Public Shareholder(s)) cast their vote both via postal ballot and e-voting, then voting validly done through e-voting shall prevail and voting done by postal ballot shall be treated as invalid.

31. The equity shareholders of the Applicant Company attending the meeting who have not cast their vote either through postal ballot or e-voting shall be entitled to exercise their vote at the venue of the meeting. Equity shareholders who have cast their votes through postal ballot or e-voting may also attend the meeting but shall not be entitled to cast their vote again.

32. The voting through postal ballot and e-voting period will commence at 9.00 a.m. (0900 hours) on Monday, the 21st day of August 2017 and will end at 5.00 p.m. (1700 hours) on Tuesday, the 19th day of September 2017. During this period, the equity shareholders (which includes Public Shareholders) of the Applicant Company holding shares either in physical form or in dematerialized form, as on the cut-off date, i.e. 11th day of August 2017 may cast their vote electronically or by postal ballot. The e-voting module shall be disabled by CDSL for voting on 19th day of September 2017 at 5.00 p.m. (1700 hours). Once the vote on the resolution is cast by an equity shareholder, he or she will not be allowed to change it subsequently.

33. Any queries/grievances in relation to the voting by postal ballot or e-voting may be addressed to Mr. Deepak Pandya, Company Secretary of the Applicant Company at Achalraj, Opp. Mayor Bungalow, Law Garden, Ahmedabad – 380 006, Ahmedabad, India, or through email to deepak.pandya@adani.com. Mr. Deepak Pandya, Company Secretary of the Applicant Company can also be contacted at +91 79 2555 5696.

34. Voting through Electronic Means

The instructions for equity shareholders voting electronically are as under:

(i) The voting period commence at 9.00 a.m. (0900 hours) on Monday, the 21st day of August 2017 and will end at 5.00 p.m. (1700 hours) on Tuesday, the 19th day of September 2017. During this period equity shareholders of the Applicant Company, holding shares either in physical form or in dematerialized form, as on the cut-off date of the 11th day of August 2017 may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting on 19th day of September 2017 at 5.00 p.m.

(ii) The equity shareholders should log on to the e-voting website www.evotingindia.com.

(iii) Click on Shareholders.

(iv) Now Enter your User ID

a. For CDSL: 16 digits beneficiary ID,

b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID,

c. Equity Shareholders holding shares in Physical Form should enter Folio Number registered with the Company.

(v) Next enter the Image Verification as displayed and Click on Login.

(vi) If you are holding equity shares in demat form and had logged on to www.evotingindia.com and voted on an earlier voting of any company, then your existing password is to be used.

(vii) If you are a first time user follow the steps given below:

For Equity Shareholders holding equity shares in Demat Form and Physical Form

PAN	Enter your 10 digit alpha-numeric PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders) • Equity Shareholders who have not updated their PAN with the Applicant Company/Depository Participant are requested to use the sequence number which is printed on Postal Ballot/ Attendance Slip indicated in the PAN field.
Dividend Bank Details OR Date of Birth (DOB)	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the Applicant Company records in order to login. • If both the details are not recorded with the depository or the Applicant Company please enter the member id / folio number in the Dividend Bank details field as mentioned in instruction (iv).

(viii) After entering these details appropriately, click on "SUBMIT" tab.

(ix) Equity shareholders holding equity shares in physical form will then directly reach the Applicant Company selection screen. However, equity shareholders holding equity shares in demat form will now reach 'Password Creation' menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat

holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.

(x) For equity shareholders holding equity shares in physical form, the details can be used only for e-voting on the resolution contained in this Notice.

(xi) Click on the EVSN of Adani Power Limited.

(xii) On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES/NO" for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.

(xiii) Click on the "RESOLUTIONS FILE LINK" if you wish to view the entire Resolution details.

(xiv) After selecting the resolution you have decided to vote on, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.

(xv) Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.

(xvi) You can also take a print of the votes cast by clicking on "Click here to print" option on the Voting page.

(xvii) If a demat account holder has forgotten the login password then Enter the User ID and the image verification code and click on Forgot Password and enter the details as prompted by the system.

(xviii) Equity Shareholders can also cast their vote using CDSL's mobile app - CDSL m-Voting available for iphone as well as android and windows based mobiles. Please follow the instructions as prompted by the mobile app while voting on your mobile.

(xix) **Note for Non – Individual Equity Shareholders and Custodians**

- Non-Individual equity shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to www.evotingindia.com and register themselves as Corporates.
- A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to helpdesk.evoting@cdslindia.com.
- After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
- The list of accounts linked in the login should be mailed to helpdesk.evoting@cdslindia.com and on approval of the accounts they would be able to cast their vote.
- A scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.

In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions ("FAQs") and e-voting manual available at www.evotingindia.com, under help section or write an email to helpdesk.evoting@cdslindia.com.

Encl.: As above

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

BENCH, AT AHMEDABAD

CA (CAA) NO. 84/NCLT/AHM/2017

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 - 232 read with other relevant provisions of the Companies Act, 2013;

And

In the matter of Adani Power Limited;

And

In the matter of Scheme of Arrangement between Adani Power Limited and The Adani Power (Mundra) Limited and their respective shareholders and creditors;

Adani Power Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India. ..... Applicant Company

EXPLANATORY STATEMENT UNDER SECTIONS 230(3), 232(1) AND (2) AND 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. Pursuant to the final Order dated 7th day of August 2017 passed by the Hon'ble National Company Law Tribunal, Bench at Ahmedabad (the **"NCLT"**), in CA (CAA) No. 84/NCLT/AHM/2017 **("Order")**, a meeting of the equity shareholders of Adani Power Limited (hereinafter referred to as the **"Applicant Company"** or the **"Transferor Company"** as the context may admit) is being convened at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 10.00 a.m. (1000 hours), for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Arrangement between the Transferor Company and Adani Power (Mundra) Limited (hereinafter referred to as the **"Transferee Company"**) and their respective shareholders and creditors under Sections 230 - 232 and other applicable provisions of the Companies Act, 2013 (the **"Scheme"**). The Transferor Company and the Transferee Company are together referred to as the **"Companies"**. A copy of the Scheme, which has been, inter alios, approved by the Audit Committee and the Board of Directors of the Applicant Company at their respective meetings held on 6th day of June 2017, is enclosed as **Annexure 1.** Capitalised terms used herein but not defined shall have the meaning assigned to them in the Scheme, unless otherwise stated.
2. In terms of the said Order, the quorum for the said meeting shall be 30 (thirty) equity shareholders present in person. Further in terms of the said Order, NCLT, has appointed Mr. Justice K. A. Puj, former Judge of High Court of Gujarat, and in his absence, Mr. Justice Kamal Mehta, former Judge of High Court of Gujarat as the Chairman of the meeting of the Applicant Company including for any adjournment or adjournments thereof.
3. This statement is being furnished as required under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 (the **"Act"**) read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (the **"Rules"**).

4. As stated earlier, NCLT by its said Order has, inter alia, directed that a meeting of the equity shareholders of the Applicant Company shall be convened and held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 10.00 a.m. (1000 hours) for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme. Equity shareholders would be entitled to vote in the said meeting either in person or through proxy.

   In addition, the Applicant Company is seeking the approval of its equity shareholders to the Scheme by way of voting through postal ballot and e-voting. Circular No. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 **("SEBI Circular")** issued by the Securities and Exchange Board of India **("SEBI")**, inter alia, provides that approval of Public Shareholders of the Applicant Company to the Scheme shall be obtained by way of voting through postal ballot e-voting. Since, the Applicant Company is seeking the approval of its equity shareholders (which includes Public Shareholders) to the Scheme by way of voting through postal ballot and e-voting, no separate procedure for voting through postal ballot and e-voting would be required to be carried out by the Applicant Company for seeking the approval to the Scheme by its Public Shareholders in terms of SEBI Circular. The aforesaid notice sent to the equity shareholders (which includes Public Shareholders) of the Applicant Company would be deemed to be the notice sent to the Public Shareholders of the Applicant Company. For this purpose, the term **"Public"** shall have the meaning assigned to it in Rule 2(d) of the Securities Contracts (Regulations) Rules, 1957 and the term **"Public Shareholders"** shall be construed accordingly.

   NCLT, by its Order, has, inter alia, held that since the Applicant Company is directed to convene a meeting of its equity shareholders, which includes Public Shareholders, and the voting in respect of the equity shareholders, which includes Public Shareholders, is through postal ballot and e-voting, the same is in sufficient compliance of SEBI Circular.

   The scrutinizer appointed for conducting the postal ballot and e-voting process will however submit his separate report to the Chairman of the Applicant Company or to the person so authorised by him after completion of the scrutiny of the postal ballot including e-voting submitted/cast by the Public Shareholders so as to announce the results of the postal ballot and e-voting exercised by the Public Shareholders of the Applicant Company. In terms of the SEBI Circular, the Scheme shall be acted upon only if the votes cast by the Public Shareholders (through postal ballot or e-voting) in favour of the resolution for approval of Scheme are more than the number of votes cast by the Public Shareholders against it.

5. In accordance with the provisions of Sections 230 – 232 of the Act, the Scheme shall be acted upon only if a majority in number representing three fourths in value of the equity shareholders, of the Applicant Company, voting in person or by proxy or by postal ballot or e-voting, agree to the Scheme.

6. In terms of the Order dated 7th day of August 2017 passed by the NCLT, in CA (CAA) No.84/NCLT/AHM/2017, if the entries in the records/registers of the Applicant Company in relation to the number or value, as the case may be, of the equity shares are disputed, the Chairman of the meeting shall determine the number or value, as the case may be, for the purposes of the said meeting, subject to the orders of NCLT in the petition seeking sanction of the Scheme.

Particulars of the Transferor Company

7. The Transferor Company is a company incorporated on 22nd day of August 1996 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956 (the **"Act of 1956"**) in the name of Adani Power Limited. Its name was changed to (a) Adani Power Private Limited on 3rd day of June 2002; and (b) Adani Power Limited on 12th day of April 2007. The Transferor Company is a listed public limited company. The equity shares of the Transferor Company are listed on the National Stock Exchange of India Limited ('NSE') and BSE Limited ('BSE'). The unsecured Redeemable Non-Convertible Debentures ("NCDs") of the Transferor Company, which had been issued and allotted from time to time, are privately placed. Some of the aforesaid NCDs are listed on the Wholesale Debt Market segment of BSE. There has been no change in the name of the Transferor Company in the last five (5) years. The Corporate Identification Number of the Transferor Company is L40100GJ1996PLC030533. The Permanent Account Number of the Transferor Company is AABCA2957L.

8. The registered office of the Transferor Company is situated at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. There has been no change in the registered office address of the Transferor Company in last five (5) years. The e-mail address of the Transferor Company is deepak.pandya@adani.com.

9. The objects for which the Transferor Company has been established are set out in its Memorandum of Association. The main object of the Transferor Company is, as follows:

"III. A.

1. To carry on the business of generation, accumulation, distribution and supply of and to generally deal in electricity.

2. The explore, develop, generate, accumulate, supply and distribute or to deal in other forms of energy from any source whatsoever.

3. To establish, operate and maintain generating stations, accumulation, tie lines, substations, workshops, transmission lines and to lay down cables, wires.

4. To manufacture, deal in, let on hire, install, repair and maintain plant, machinery, equipment, appliances, components and apparatus of any nature whatsoever used in connection with generation storage, supply, distributors, application of electrical energy.

5. To establish and develop Special Economic Zones and to carry on the business of properties developers, builders, creators, operators, owners, contractors of all and any kind of Infrastructure facilities and services including roads, railways, cargo movement and cargo handling including mechanized handling system and equipment, land development, water desalination plant, water treatment & recycling facilities, water supply & distribution system, solid waste management, effluent treatment facilities, power generation, transmission, distribution, power trading, generation and supply of gas or any other form of energy, environmental protection and pollution control, public utilities, security services, municipal services, and of like infrastructure facilities and services viz., telecommunication, cell services, cable and satellite communication networking, data transmission network, information technology network, factory buildings, warehouses, internal container depots, container freight station, clearing houses, research centre, trading centers, school and educational institutions, hospitals, community centre, training centres, hostels, places of worship, courts, markets, canteen, restaurants, residential complexes, commercial complexes and other social infrastructures and equip the same with all or any amenities, other facilities and infrastructure required by the various industries and people, entertainment centers, amusement park, green park, recreational zone, to purchase, acquire, take on lease or in exchange or in any other lawful manner land, building, structures to promote industrial, commercial activity for inland and foreign trade, and to do government liaison work and other work."

There has been no change in the object clause of the Transferor Company in the last 5 years.

10. The Transferor Company is a part of Adani Group with various business interests. The brief description of the major activities being carried out by the Transferor Company along with its subsidiaries are as under:

(a) The Transferor Company is engaged in the business of generating power and for the said purpose has set-up and commissioned 4,620 MW thermal power plant (comprising of 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, 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 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. For specified end use of the 6 units out of the aforesaid 9 units, the Government of India has allocated Jitpur coal block located in the State of Jharkhand to the Transferor Company. The aforesaid business activities are hereinafter referred to as "Mundra Power Generation Business";

(b) The Transferor Company is also engaged in generation of solar power pursuant to commissioning of 40 MW Solar Power Project at Village Bitta-Naliya, District Kutch, Gujarat;

(c) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Maharashtra Limited, which has set-up and commissioned 3,300 MW thermal power plant at Tiroda, Maharashtra;

(d) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Rajasthan Limited, which has set-up and commissioned 1,320 MW thermal power plant at Kawai, Rajasthan;

(e) The Transferor Company holds 100% of the paid-up equity share capital of Udupi Power Corporation Limited, which has set-up and commissioned 1,200 MW thermal power plant at Yellur, District Udupi, Karnataka;

(f) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power (Jharkhand) Limited, which is setting up 1,600 MW thermal power plant at District Podaiyahaat - Godda, Jharkhand.

11. The Authorised, Issued, Subscribed and Paid up Share Capital of the Transferor Company as on 31st day of July 2017 was as follows:

Share Capital	**Amount (in Rs.)**
Authorized Share Capital	
450,00,00,000 Equity Shares of Rs. 10/- each	45,00,00,00,000
50,00,00,000 Cumulative Compulsority Convertible Participatory Preference Shares of Rs. 10/- each	5,00,00,00,000
TOTAL	**50,00,00,00,000**
Issued, Subscribed and Paid-Up Share Capital	
3,85,69,38,941 fully paid up Equity Shares of Rs. 10/- each	38,56,93,89,410
TOTAL	**38,56,93,89,410**

12. Subsequent to 31st day of July 2017, there has been no change in the share capital of the Transferor Company.

Particulars of the Transferee Company

13. The Transferee Company is a company incorporated on 16th day of February, 2015 with the Registrar of Companies, Gujarat, under the provisions of the Act in the name of Adani Power (Karnataka) Limited. The name of Adani Power (Karnataka) Limited was changed to Adani Power (Mundra) Limited with effect from 27th day of April 2017. The Transferee Company is an unlisted public limited company. The Transferor Company along with its wholly owned subsidiary, Adani Power (Jharkhand) Limited, holds 100% of the paid-up equity share capital of the Transferee Company (the Transferor Company and Adani Power (Jharkhand) Limited hold 99% and 1%, respectively, in the paid-up equity share capital of the Transferee Company). Except as stated hereinabove, there has been no change in the name of the Transferee Company in the last five (5) years. The Corporate Identification Number of the Transferee Company is U40300GJ2015PLC082295. The Permanent Account Number of the Transferee Company is AANCA2426J.

14. The registered office of the Transferee Company is situated at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. There has been no change in the registered office address of the Transferee Company in the last five (5) years. The e-mail address of the Transferee Company is dharmesha.desai@adani.com.

15. The objects for which the Transferee Company has been established are set out in its Memorandum of Association. The main objects of the Transferee Company are as follows:

"III. [A]

1. To carry on the business of generation, accumulation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. To explore, develop, generate, accumulate, supply and distribute or to deal in other forms of energy from any source whatsoever. To establish, operate and maintain generating stations, accumulation, tie lines, substations, workshops, transmission lines and to lay down cables, wires. To manufacture, deal in, let on hire, install, repair and maintain plant, machinery, equipment, appliances, components and apparatus of any nature whatsoever used in connection with generation storage, supply, distribute, application of electrical energy."

There has been no change in the object clause of the Transferee Company since its incorporation dated 16th day of February 2015.

16. The Transferee Company has been incorporated with an object to, inter alia, carry on the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. Presently, no business is being carried out by the Transferee Company.

17. The Authorised, Issued, Subscribed and Paid up Share Capital of the Transferee Company as on 31st day of July 2017 was as follows:

Share Capital	Amount (in Rs.)
Authorized Share Capital	
50,000 Equity Shares of Rs. 10/- each	5,00,000
TOTAL	**5,00,000**
Issued, Subscribed and Paid-Up Share Capital	
50,000 fully paid up Equity Shares of Rs. 10/- each	5,00,000
TOTAL	**5,00,000**

18. Subsequent to 31st day of July 2017, there has been no change in the share capital of the Transferee Company.

Description and Rationale for the Scheme

19. The Scheme, inter alia, provides for :

(i) transfer and vesting of the Mundra Power Generation Undertaking (as defined in the Scheme) of the Transferor Company to the Transferee Company with effect from the Appointed Date (as defined in the Scheme), as a going concern on a Slump Exchange (as defined in the Scheme) basis;

(ii) reduction of the Securities Premium Account of the Transferor Company;

(iii) increase in the authorised share capital of the Transferee Company; and

(iv) for matters consequential, incidental, supplemental and/or otherwise integrally connected therewith.

20. The rationale for the Scheme is as under:

(a) The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to the distinct activities.

(b) The transfer and vesting of the Mundra Power Generating Business into the Transferee Company will create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

(c) Separation of the Mundra Power Generating Business into the Transferee Company will put at par with the other operating subsidiaries of the Transferor Company, with specific strategic focus as well as specific financial arrangements.

(d) Transfer and vesting of the Mundra Power Generating Business to the Transferee Company will allow induction of capital/strategic investor into the Mundra Power Generating Business.

Corporate Approvals

21. The proposed Scheme, was placed before the Audit Committee of the Transferor Company at its meeting held on 6th day of June 2017. The Audit Committee of the Transferor Company took into account the Valuation Report dated 6th day of June 2017, issued by B S R & Associates LLP, Chartered Accountants (the **"Valuation Report"**) and the fairness opinion, dated 6th day of June 2017, provided by JM Financial Institutional Securities Limited, a Category I Merchant Banker, **("Fairness Opinion")** appointed for this

purpose by the Transferor Company. A copy of the Valuation Report is enclosed as **Annexure 2.** The Valuation Report is also open for inspection. A copy of the Fairness Opinion is enclosed as **Annexure 3.** The Audit Committee of the Transferor Company based on the aforesaid, inter alia, recommended the Scheme to the Board of Directors of the Transferor Company for its favourable consideration.

22. The Scheme along with the Valuation Report was placed before the Board of Directors of the Transferor Company, at its meeting held on 6th day of June 2017. The Fairness Opinion and the report of the Audit Committee was also submitted to the Board of Directors of the Transferor Company. Based on the aforesaid, the Board of Directors of the Transferor Company approved the Scheme. The meeting of the Board of Directors of the Transferor Company, held on 6th day of June 2017, was attended by 6 (Six) directors (namely, Mr. Gautam S. Adani, Mr. Rajesh S. Adani, Mr. Vneet S Jaain, Mr. C. P. Jain, Mr. Raminder Singh Gujral and Ms. Nandita Vohra) in person. None of the directors of the Transferor Company who attended the meeting, voted against the Scheme. Thus, the Scheme was approved unanimously by the directors, who attended and voted at the meeting.

23. Separately, the proposed Scheme, was placed before the Audit Committee of the Transferee Company at its meeting held on 6th day of June 2017. The Audit Committee of the Transferee Company took into account the Valuation Report. The Audit Committee of the Transferee Company based on the aforesaid, inter alia, recommended the Scheme to the Board of Directors of the Transferee Company for its favourable consideration.

24. The Scheme along with the Valuation Report was placed before the Board of Directors of the Transferee Company, at its meeting held on 6th day of June 2017. Based on the aforesaid, the Board of Directors of the Transferee Company approved the Scheme. The meeting of the Board of Directors of the Transferee Company, held on 6th day of June 2017, was attended by 5 (Five) directors (namely, Mr. Jatinder Bhatnagar, Mr. Rajiv Kumar Rustagi, Mr. M. R. Krishna Rao, Mr. K. K. Mishra and Ms. Sushama Oza) in person. None of the directors of the Transferee Company who attended the meeting voted against the Scheme. Thus, the Scheme was approved unanimously by the directors, who attended and voted at the meeting.

Approvals and actions taken in relation to the Scheme

25. BSE was appointed as the designated stock exchange by the Transferor Company for the purpose of co-ordinating with the SEBI, pursuant to the SEBI Circular. The Transferor Company has received observation letters regarding the Scheme from BSE and NSE, respectively, both on 14th day of July 2017. In terms of the observation letters of BSE and NSE, respectively, both dated 14th day of July 2017, BSE and NSE, inter alia, conveyed their no adverse observations/no objection for filing the Scheme with NCLT. Copies of the observation letters, both dated 14th day of July 2017, received from BSE and NSE, respectively, are enclosed as **Annexures 4** and **5.**

26. As required by the SEBI Circular, the Transferor Company had filed the complaints report with BSE and NSE, on 10th day of July 2017 and 11th day of July 2017, respectively. These reports indicates that the Transferor Company received nil complaints. Copies of the complaints report submitted by the Transferor Company to BSE and NSE, dated 10th day of July 2017 and 11th day of July 2017, respectively, are enclosed as **Annexure 6.**

27. In respect of the aforesaid Scheme, the Transferor Company has received no objection/ approvals/ consents from BSE and NSE pursuant to letter dated 14th day of July 2017 addressed by SEBI. The Companies or any of them would obtain such necessary approvals/sanctions/no objection(s) from the regulatory or other governmental authorities in respect of the Scheme in accordance with law, if so required.

28. The applications along with the annexures thereto (which includes the Scheme) were filed by the Companies with the NCLT, on 18th day of July 2017.

29. Certain clauses of the Scheme are extracted below:

2. DEFINITIONS

"Appointed Date" *means 31st March 2017;*

"Effective Date" *means the last of the dates on which all conditions, matters and filings referred to in Clause 24 hereof have been fulfilled and necessary orders, approvals and consents referred to therein have been obtained.*

References in this Scheme to the date of ***"coming into effect of this Scheme"*** *or* ***"effectiveness of this Scheme"*** *shall mean the Effective Date;*

"Encumbrance" *or* ***"Encumber"*** *shall mean any: (i) encumbrance including without limitation any security interest, claim, mortgage, pledge, charge, hypothecation, lien, lease, assignment, deed of trust, title retention, deposit by way of security, beneficial ownership (including usufruct and similar entitlements), or any other similar interest held by the third person; (ii) security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law; (iii) right of pre-emption, right of first offer, or refusal or transfer restriction in favour of any person; and/or (iv) any adverse claim as to title, possession or use;*

"LODR" *means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;*

"Mundra Power Generating Employees" *shall mean all the employees of the Transferor Company employed in the Mundra Power Generating Undertaking;*

"Mundra Power Generating Liabilities" *shall have the meaning set forth in Clause 7.1;*

"Mundra Power Generating Undertaking" *means all the businesses, undertakings, activities, operations, properties, liabilities and reserves and surplus pertaining to the Mundra Power Generating Business, on a going concern basis, and shall mean and include, without limitation:*

(a) 4,620 MW thermal power plant set-up and commissioned on an area of 293.8810 hectares in the multi product Special Economic Zone at Village Tunda and Siracha, Taluka Mundra, District Kutch, Gujarat;

(b) letter of approvals granting the status as Co-Developer to the 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 Transferor Company;

(c) Jitpur coal block located in the State of Jharkhand, allocated by the Government of India.

(d) all immovable properties 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., which immovable properties are currently in use for the purpose of and in relation to the Mundra Power Generating Business 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) all assets, as are movable in nature pertaining to and in relation to the Mundra Power Generating Business and Jitpur Coal block, 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, 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 Government, 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) all 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, statutory or regulatory or local or administrative bodies for the purpose of carrying on the Mundra Power Generating Business or in connection therewith), tax deferrals, tax credits (including any credits arising from advance tax, other income tax credits, withholding tax credits, minimum alternate tax credits, CENVAT credits, goods and

services tax credits, 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), advantages, benefits and all other rights, privileges, powers and facilities of every kind and description of whatsoever nature and the benefits thereto that pertain to the Mundra Power Generating Business;

(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, 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 pertaining to the Mundra Power Generating Business;

(h) all trade marks, trade names, service marks, copyrights, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical know how, confidential information and all such rights of whatsoever description and nature that pertain exclusively to the Mundra Power Generating Business;

(i) all rights to use and avail telephones, telexes, facsimile, email, 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 the Transferor Company pertaining to or in connection with or relating to the Transferor Company in respect of the Mundra Power Generating Business 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 the Transferor Company and pertaining to the Mundra Power Generating Business;

(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 that pertain to the Mundra Power Generating Business;

(k) all debts, liabilities including contingent liabilities, duties, taxes and obligations of the Transferor Company pertaining to the Mundra Power Generating Business and/or arising out of and/or relatable to the Mundra Power Generating Business;

(l) all employees of the Transferor Company employed/engaged in the Mundra Power Generating Business as on the Effective Date; and

(m) all legal or other proceedings of whatsoever nature that pertain to the Mundra Power Generating Business.

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the Mundra Power Generating Business or whether it arises out of the activities or operations of the Mundra Power Generating Business, the same shall be decided by mutual agreement between Board of Directors of the Transferor Company and the Transferee Company.

"Remaining Business" shall mean all the undertakings, businesses, activities, operations, assets and liabilities of the Transferor Company, other than those comprised in the Mundra Power Generating Undertaking;

"SEBI Circular" means, together, the circular no. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 and the circular no. CFD/DIL3/CIR/2017/26 dated 23rd day of March 2017, each issued by SEBI, including any modifications thereto;

"Slump Exchange" means the transfer and vesting of the Mundra Power Generating Undertaking of the Transferor Company to the Transferee Company on a going concern basis for a lump sum consideration, to be exchanged by way of issuance of equity shares of the Transferee Company, without values being assigned to the individual assets and liabilities.

SECTION 1 - TRANSFER AND VESTING OF THE MUNDRA POWER GENERATING UNDERTAKING

5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Mundra Power Generating Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Mundra Power Generating Undertaking) shall, subject to the provisions of this Clause 5 in relation to the mode of transfer and vesting and pursuant to Section 232(4) of the Act and without any further act or deed, be transferred to and vested in the Transferee Company or be deemed to have been transferred to and vested in the Transferee Company as a going concern, on Slump Exchange basis, so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest and authorities of the Transferee Company, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.7 Any assets acquired by the Transferor Company after the Appointed Date but prior to the Effective Date pertaining to the Mundra Power Generating Undertaking shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in the Transferee Company upon the coming into effect of this Scheme.

6. Transfer of contracts, deeds, etc.

6.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme including Clause 7, all contracts, deeds, bonds, undertakings including bond cum legal undertaking, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Mundra Power Generating Undertaking, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which is subsisting or have effect immediately before the Effective Date, shall continue in full force and effect against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

6.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all approvals, consents, benefits, registrations, entitlements, credits, permissions, licenses, certificates, no objection certificates, exemptions, concessions, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company in relation to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications to any Governmental Authority as may be necessary in this behalf.

7. Transfer of Liabilities

7.1 Upon the coming into effect of this Scheme, all debts, liabilities, loans raised and used, obligations incurred, duties of any kind, nature or description (including contingent liabilities which arise out of the activities or operations of the Mundra Power Generating Undertaking) of the Transferor Company as on the Appointed Date and relatable to the Mundra Power Generating Undertaking ***("Mundra Power Generating Liabilities")*** *shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Transferee Company to the extent that they are outstanding as on the Effective Date and shall become the debts, liabilities, loans, obligations and duties of the Transferee Company which shall meet, discharge and satisfy the same.*

7.3 Upon the coming into effect of this Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by the Transferor Company for the operations of the Mundra Power Generating Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the loans, debts, liabilities, duties and obligations of the Transferee Company.

7.4 In so far as the existing Encumbrances in respect of the Mundra Power Generating Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Mundra Power Generating Undertaking which has been Encumbered in respect of the Mundra Power Generating Liabilities as transferred to the Transferee Company

pursuant to this Scheme. Provided that if any of the assets comprised in the Mundra Power Generating Undertaking which are being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the Mundra Power Generating Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

7.5 For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business is concerned, subject to Clause 7.4, the Encumbrances over such assets relating to the Mundra Power Generating Liabilities shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Mundra Power Generating Undertaking is concerned, the Encumbrances over such assets relating to any loans, borrowings or other debts or debt securities which are not transferred pursuant to this Scheme (and which shall continue with the Transferor Company), shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

8. Legal, taxation and other proceedings

8.1 Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Transferor Company and relating to the Mundra Power Generating Undertaking, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the Transferee Company after the Effective Date. The Transferor Company shall in no event be responsible or liable in relation to any such legal or other proceedings against the Transferee Company. The Transferee Company shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Transferor Company.

9. Employees

*9.1 Upon the coming into effect of this Scheme, the Mundra Power Generating Employees in relation to the Mundra Power Generating Undertaking (the **"Transferred Employees"**) shall become the employees of the Transferee Company with effect from the Effective Date, and, subject to the provisions hereof, on terms and conditions not less favorable than those on which they are employed by the Transferor Company in the Mundra Power Generating Undertaking and without any interruption of, or break in, service as a result of the transfer of the Mundra Power Generating Undertaking. The Transferee Company agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of the Transferred Employees with the Transferor Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.*

SECTION 3 - REMAINING BUSINESS

12. The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or lenders.

SECTION 4 - CONSIDERATION BY THE TRANSFEREE COMPANY

16.1 Upon the coming into effect of this Scheme and upon transfer and vesting of the Mundra Power Generating Undertaking in the Transferee Company as a going concern on a Slump Exchange basis, in accordance with the terms of the Scheme and pursuant to the provisions of Section 230-232 and other relevant provisions of the Act and in exchange for which, the Transferee Company shall issue 10,60,00,000 (Ten Crores Sixty Lakhs) fully paid up equity shares of the face value of Rs. 10/- (Rupees Ten only) each to the Transferor Company.

SECTION 5 - REDUCTION OF SECURITIES PREMIUM ACCOUNT OF THE TRANSFEROR COMPANY

17.1 Upon the effectiveness of this Scheme, the Securities Premium Account (forming part of reserves and surplus) of the Transferor Company pertaining to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company and the Securities Premium Account in the books of the Transferor Company shall stand reduced by the amount so transferred without any further act or deed on the part of the Transferor Company. The reduction in the Securities Premium Account of the Transferor Company shall be effected as an integral part of the Scheme in accordance with the provisions of Section 52 read with Section 66 of the Act and any other applicable provisions of the Act without any further act or deed on the part of the Transferor Company and without any approval or acknowledgement of any third party. The order of the NCLT sanctioning the Scheme shall be deemed

to also be the order passed by the NCLT under Section 52 read with Section 66 of the Act for the purpose of confirming such reduction.

SECTION 6 – ACCOUNTING TREATMENT

18. Accounting treatment in the books of the Transferor Company

Upon the coming into effect of this Scheme and with effect from the Appointed Date:

18.1 The Transferor Company shall de-recognize from its books, the book value of assets, liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking, transferred to the Transferee Company including the rights, interests and obligations of the Transferor Company in such assets, liabilities and reserves and surplus under the Scheme.

18.2 The difference between the consideration payable by the Transferee Company in terms of Clause 16 of the Scheme and the net assets transferred to the Transferee Company shall be adjusted in the Capital Reserve in the books of the Transferor Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company and the aggregate of carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

19. Accounting treatment in the books of the Transferee Company

19.1 The Transferee Company shall account for the transfer and vesting of the Mundra Power Generating Undertaking in its books of account as per the "Pooling of Interest Method" prescribed under Indian Accounting Standard 103 – "Business Combinations" notified under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and other applicable accounting standards prescribed under the Act.

19.2 All the assets, liabilities and reserves and surplus of the Transferor Company pertaining to Mundra Power Generating Undertaking shall stand transferred to, and the same shall be recorded by, the Transferee Company at their respective carrying amount and in the same form as appearing in the books of the account of the Transferor Company.

19.3 The amount of inter-company balances, transactions or investments, if any, between the Transferor Company pertaining to the Mundra Power Generating Undertaking and the Transferee Company, appearing in the books of accounts of the Transferor Company and the Transferee Company, shall stand cancelled without any further act or deed.

19.4 The Transferee Company shall credit to the Share Capital account in its books of account, the aggregate face value of the equity shares issued and allotted to the Transferor Company as per Clause 16.1 of the Scheme.

19.5 In compliance with the Indian Accounting Standards (Ind AS), the difference between the consideration payable by the Transferee Company in terms of Clause 16.1 of the Scheme and net assets recorded in the books of the Transferee Company shall be adjusted in Capital Reserve in the books of the Transferee Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company and aggregate of the carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

20. Increase in authorised share capital of the Transferee Company

20.1 Upon the coming into effect of this Scheme, the Authorised Share Capital of the Transferee Company shall, without any further act or deed be automatically increased from Rs. 5,00,000/- (Rupees Five Lacs Only) to Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only). Consequently, clause V of the Memorandum of Association of the Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 232 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause:

"The Authorised Share Capital of the Company is Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only) divided into 350,00,00,000 (Three Hundred and Fifty Crores) Equity Shares of Rs. 10/- (Rupees Ten Only) each."

24. Scheme conditional on

The coming into effect of this Scheme is conditional upon and subject to:

(i) obtaining observation letter or no-objection letter from the Stock Exchanges by the Transferor Company in respect of the Scheme, pursuant to Regulation 37 of the LODR read with SEBI Circular and Regulations 11 and 94 of the LODR;

(ii) *this Scheme being approved by the respective requisite majorities of the classes of members and creditors (where applicable) of the Companies as required under the Act;*

(iii) *the Scheme being approved by the majority of the public shareholders of the Transferor Company (by way of voting through postal ballot and e-voting) as required under the SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders, against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;*

(iv) *the NCLT having accorded its sanction to the Scheme;*

(v) *the certified copies of the orders of the NCLT approving this Scheme being filed with the jurisdictional registrar of companies;*

(vi) *such approvals and sanctions including sanction of any Governmental Authority as may be required by Law in respect of the Scheme being obtained; and*

(vii) *approval for transfer of letter of approvals granting the status as Co-Developer to the 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 transfer of approvals for the authorised operations to the transferee company from the appropriate authority.*

You are requested to read the entire text of the Scheme to get fully acquainted with the provisions thereof. The aforesaid are only certain clauses of the Scheme.

Other matters

30. Summary of the Valuation Report including the basis of valuation is enclosed as **Annexure 7**.

31. The accounting treatment as proposed in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Act. The certificates issued by the respective Statutory Auditors of the Companies are open for inspection.

32. Under the Scheme, an arrangement is sought to be entered into between the Transferor Company and its equity shareholders (promoter shareholders and non-promoter shareholders). On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

In respect of the Scheme, an arrangement is sought to be entered into between the Transferor Company and its creditors though no liabilities of the creditors of the Transferor Company is being reduced or being extinguished under the Scheme.

As on date, the Transferor Company has no outstanding towards any public deposits and therefore, the effect of the Scheme on any such public deposit holders or deposit trustees do not arise.

Under the Scheme, no arrangement is sought to be entered into between the Transferor Company and its debenture holders (unsecured). No rights of the debenture holders of the Transferor Company are being affected pursuant to the transfer of Mundra Power Generation Undertaking. The debenture trustees appointed for the different series of debentures shall continue to remain the debenture trustees.

Under clause 9 of Part II of the Scheme, on and from the Effective Date, the Transferee Company undertakes to engage the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, on the same terms and conditions on which they are engaged by the Transferor Company without any interruption of service and in the same manner as provided under clause 9 of Part II of the Scheme. In the circumstances, the rights of the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, would in no way be affected by the Scheme. Further, the employees engaged in the Remaining Business of the Transferor Company shall continue to be the employees of the Transferor Company.

There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferor Company.

Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferor Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent

of the equity shares held by them in the Transferor Company and/or to the extent of their shareholding as nominees in the Transferee Company and/or to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme. The individual shareholding of each of the said Directors, Key Managerial Personnel and their respective relatives, is less than 2% of the paid-up share capital of the Transferor Company.

33. Under the Scheme, an arrangement is sought to be entered into between the Transferee Company and its equity shareholders. On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

Under the Scheme there is no arrangement with the creditors of the Transferee Company. The liability of the creditors of the Transferee Company, under the Scheme, is neither being reduced nor being extinguished. The creditors of the Transferee Company would not be prejudicially affected by the Scheme.

As on date, the Transferee Company has no outstanding towards any public deposits or debentures and therefore, the effect of the Scheme on any such public deposit holders or debentureholders or deposit trustees or debenture trustees do not arise.

The rights of the employees of the Transferee Company are in no way affected by the Scheme. The employees engaged by the Transferee Company shall continue to be employed by the Transferee Company.

There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferee Company.

Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferee Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the directors, members of the company that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme.

34. In compliance with the provisions of Section 232(2)(c) of the Act, the Board of Directors of the Transferor Company and the Transferee Company have in their separate meetings held on 6th day of June 2017, respectively, have adopted a report, inter alia, explaining effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders amongst others. Copy of the Reports adopted by the respective Board of Directors of the Transferor Company and the Transferee Company are enclosed as **Annexure 8** and **Annexure 9**, respectively.

35. No investigation proceedings have been instituted or are pending in relation to the Companies under Sections 210 to 229 of Chapter XIV of the Act or under the corresponding provisions of the Act of 1956. Further, no proceedings are pending under the Act or under the corresponding provisions of the Act of 1956 against any of the Companies.

36. To the knowledge of the Companies, no winding up proceedings have been filed or are pending against them under the Act or the corresponding provisions of the Act of 1956.

37. The copy of the proposed Scheme has been filed by the respective Companies before the Registrar of Companies, Gujarat both on 21st day of July 2017.

38. The Audited Financial Results/Statement of the Transferor Company and the Transferee Company for the period ended 31st day of March 2017 are enclosed as **Annexure 10** and **Annexure 11**, respectively.

39. The applicable information of the Transferee Company in the format specified for abridged prospectus as provided in Part D of Schedule VIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 is enclosed as **Annexure 12.**

40. As per the books of accounts (as on 31st day of July 2017) of the Transferor Company and the Transferee Company, respectively, the amount due to the unsecured creditors are Rs. 1,11,16,68,12,917 and Rs. 53,813 respectively.

41. The name and addresses of the promoters of the Transferor Company including their shareholding in the Companies as on 31st day of July 2017 are as under:

Sr. No.	Name and address of Promoters	Transferor Company		Transferee Company	
		No. of shares of Rs. 10 each	%	No. of shares of Rs. 10 each	%
1	Gautam S. Adani & Rajesh S. Adani (on behalf of S. B. Adani Family Trust) 9th Floor, Shikhar, Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380009	1405179633	36.43	Nil	Nil
2	Shri Gautam S. Adani /Smt. Priti G. Adani (on behalf of Gautam S. Adani Family Trust) Shantivan Farm House, B/h. Karnavati Club, Gandhinagar Sarkhej Highway, Ahmedabad - 380057	16432820	0.43	Nil	Nil
3	Adani Properties Pvt. Ltd. Shikhar, Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009	Nil	Nil	Nil	Nil
4	Pan Asia Trade & Investments Pvt. Ltd Suite 501, St. James Court, St. Denis Street, Port Louis, Mauritius	77737201	2.02	Nil	Nil
5	Adani Tradeline LLP 801, Shikhar Complex, Srimali Soc., Navrangpura, Ahmedabad-380009	377180885	9.78	Nil	Nil
6	Worldwide Emerging Market Holding Limited 6th Floor, Tower I, Nexteracom Building, Ebene, Mauritius-1111111	92846900	5.00	Nil	Nil
7	Afro Asia Trade & Investments Limited 6th Floor, Tower I, Nexteracom Building, Ebene, Mauritius-111111	265485675	6.88	Nil	Nil
8	Universal Trade & Investments Limited 6th Floor, Tower I, Nexteracom Building, Ebene, Mauritius-111111	291124451	7.55	Nil	Nil
9	Emerging Market Investment DMCC Units No. 3606-C, Oaks Liwa Heights, Plot No. JLT-PH2-W3A, Jumeirah Lake Towers, Dubai, U.A.E.	1350000	0.04	Nil	Nil

42. The name and addresses of the promoters of the Transferee Company including their shareholding in the Companies as on 31st day of July 2017 are as under:

Sr. No.	Name and address of Promoters	Transferee Company	
		No. of shares of Rs. 10 each	%
1	Adani Power Limited and its nominees Shikhar, Near Adani House, Mithakhali Six Roads, Ahmedabad- 380009	49500	99.00
2	Adani Power (Jharkhand) Limited Adani House, Nr Mithakali Six Roads, Navrangpura, Ahmedabad- 380009	500	1.00

43. The details of the directors of the Transferor Company as on 31st day of July 2017 are as follows:

Sr.No.	Name of the Directors	Address	DIN
1	Mr. Gautam S. Adani	Shantivan Farm, Behind Karnavati Club, Sarkhej- Gandhinagar Highway, Ahmedabad, Gujarat, India 380057	00006273
2	Mr. Rajesh S. Adani	Shanti Sagar Bunglow, Rajpath Club to Bopal Road, Near Kantam Party Plot Cross Road, Bodakdev, Ahmedabad, Gujarat, India – 380059	00006322
3	Mr. Vneet S Jaain	A-702, Sundarvan Epitome, B/s Sundarvan Nature Park, opp. Star India Bazar, Satellite road Ahmedabad Gujarat, India 380015	00053906
4	Mr. C. P. Jain	396-C, Sheikh Sarai, Phase-I, New Delhi India 110017	00011964
5	Ms. Nandita Vohra	A-701, Floor-7, A-Wing, Lodha Bellissimo, N M Joshi Marg, Apollo Mill Compound, Mahalaxmi, Mumbai Maharashtra India 400011	06962408
6	Mr. Raminder Singh Gujral	109, Sector 10A, Chandigarh India 160011	07175393

44. The details of the directors of the Transferee Company as on 31st day of July 2017 are as follows:

Sr.No.	Name of Director	Address	DIN
1	Mr. Jatinder Bhatnagar	B- 92, Shaligram-3 Near Prahlad Nagar Market Satellite Ahmedabad 380015	06860240
2	Mr. M. R. Krishna Rao	Flat No 705 7th Floor Kanak Durga Apts Plot No 26 Sector 12 Dwarka Delhi 110075	06495315
3	Mr. Rajiv Kumar Rustagi	B-1, Satya Triveni Apptmnt, Ramdevnagar, Satellite, Ahmedabad 380015	07193069
4	Mr. K. K. Mishra	R/8, Rajvi Complex, Memnagar, Ahmedabad 380052	00114758
5	Ms. Sushama Oza	G-2, Chitrakut Apartment, 36 Suvarapuri Society Off. Jetal Pur Road Vadodara	07145540

45. The details of the shareholding of the Directors and the Key Managerial Personnel (KMP) of the Transferor Company in the Companies as on 31st day of July 2017 are as follows:

Name of Director and KMP	Position	Equity Shares held in	
		Transferor Company	Transferee Company
Mr. Gautam S. Adani	Chairman & Director	Nil	Nil
Mr. Rajesh S. Adani	Managing Director	Nil	Nil
Mr. Vneet S Jaain	Whole Time Director	65,520	1*
Mr. C. P. Jain	Independent Director	Nil	Nil
Ms. Nandita Vohra	Independent Director	Nil	Nil
Mr. Raminder Singh Gujral	Independent Director	Nil	Nil
Mr. Vinod Bhandawat	Chief Financial Officer	Nil	1*
Mr. Deepak Pandya	Company Secretary	Nil	Nil

* Holding as nominee of Adani Power Limited

46. The details of the shareholding of the Directors and the Key Managerial Personnel (KMP) of the Transferee Company as on 31st day of July 2017 are as follows:

Name of Director and KMP	Position	Equity Shares held in	
		Transferee Company	Transferor Company
Mr. Jatinder Bhatnagar	Director	Nil	1,000
Mr. M. R. Krishna Rao	Director	Nil	Nil
Mr. Rajiv Kumar Rustagi	Director	1*	1,495
Mr. K. K. Mishra	Independent Director	Nil	Nil
Ms. Sushama Oza	Independent Director	Nil	800

* Holding as nominee of Adani Power Limited

47. The pre-Scheme shareholding pattern of the Transferor Company and the Transferee Company as on 31st day of July 2017 and the post-Scheme (expected) shareholding pattern of the Transferee Company are as under:

Pre & Post arrangement shareholding pattern of Transferor Company is as under :

Sr. No.	Category of shareholder	Pre & Post Scheme shareholding pattern	
		No. of shares of Rs. 10 each	%
(A)	**Promoter and Promoter Group**		
1	**Indian**		
(a)	Individuals/ Hindu Undivided Family	-	-
(b)	Central Government/State Government(s)	-	-
(c)	Bodies Corporate	-	-
(d)	Financial Institutions/ Banks	-	-
(e)	Any Other (specify)		
	Held by respective trustees (Beneficiary holders Family Trusts)	1,42,16,12,453	36.86
	Held by respective LLP	37,71,80,885	9.78
	Sub-Total (A)(1)	**1,79,87,93,338**	**46.64**
2	**Foreign**		
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)	-	-
(b)	Bodies Corporate	82,85,44,227	21.49
(c)	Institutions	-	-
(d)	Any Other (specify)	-	-
	Sub-Total (A)(2)	**82,85,44,227**	**21.49**
	Total Shareholding of Promoter and Promoter Group (A) = (A)(1)+(A)(2)	**2,62,73,37,565**	**68.13**
(B)	**Public Shareholding**		
1	**Institutions**		
(a)	Mutual Funds	1,40,95,157	0.37
(b)	Venture Capital Funds	-	-
(c)	Alternate Investment Funds	-	-

Sr. No.	Category of shareholder	Pre & Post Scheme shareholding pattern	
		No. of shares of Rs. 10 each	%
(d)	Foreign Venture Capital Investors	-	-
(e)	Foreign Portfolio Investor	60,42,55,594	15.66
(f)	Financial Institutions/ Banks	7,08,60,57	11.84
(g)	Insurance Companies	-	-
(h)	Provident Funds/ Pension Funds	-	-
(i)	Any Other (Specify)		
	Foreign Institutional Investors	2,594,612	0.06
	Sub-Total (B)(1)	**69,18,05,934**	**17.93**
2	Central Government/ State Government(s)/ President of India		
	Sub-Total (B)(2)	-	-
3	**Non-institutions**		
(a)	Individuals		
	i. Individual shareholders holding nominal share capital up to Rs. 2 lakhs.	16,67,41,76	54.32
	ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.	4,30,26,24	21.12
(b)	NBFCs registered with RBI	2,87,596	0.01
(c)	Employee Trusts	-	-
(d)	Overseas Depositories (holding DRs) (balancing figure)	-	-
(e)	Any Other (specify)		
	Trusts	24,726	0.00
	Foreign Nationals	13,35,496	0.03
	Hindu Undivided Family	-	-
	Foreign Company	24,59,34,496	6.37
	Non Resident Indian (Non Repat)	12,88,257	0.03
	Non Resident Indian (Repat)	1,45,07,738	0.38
	Clearing Member	44,72,947	0.12
	Bodies Corporate	6,01,76,179	1.56
	Sub-Total (B)(3)	**53,77,95,442**	**13.94**
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)	**1,22,96,01,376**	**31.87**
	TOTAL Shareholding (A)+(B)	**3,85,69,38,941**	**100.00**

Pre-arrangement shareholding pattern of the Transferee Company as on 31st day of July 2017:

Sr. No.	Name of Shareholders	Pre arrangement Shareholding Pattern	
		No. of shares of Rs. 10 each	%
1.	Adani Power Limited and its nominees	49,500	99.00
2.	Adani Power (Jhakhand) Limited	500	1.00

Post-arrangement (expected) shareholding pattern of the Transferee Company (assuming the continuing shareholding pattern as on 31st day of July 2017):

Sr. No.	Name of Shareholders	Post arrangement Shareholding Pattern	
		No. of shares of Rs. 10 each	%
1.	Adani Power Limited and its nominee	10,60,49,500	99.999
2.	Adani Power (Jhakhand) Limited	500	0.001

48. The post-Scheme (expected) capital structure of the Transferee Company will be as follows (assuming the continuing capital structure as on 31st day of July 2017):

Share Capital	Amount (in Rs.)
Authorized Share Capital	
3,50,00,00,000 Equity Shares of Rs. 10/- each	3500,00,00,000
TOTAL	**3500,00,00,000**
Issued, Subscribed and Paid-Up Share Capital	
10,60,50,000 Equity Shares of Es. 10/- each	1,06,05,00,000
TOTAL	**1,06,05,00,000**

49. In the event that the Scheme is withdrawn in accordance with its terms, the Scheme shall stand revoked, cancelled and be of no effect and null and void.

50. The following documents will be open for inspection by the equity shareholders of the Applicant Company at its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India, between 10.00 a.m. and 12.00 noon on all days (except Saturdays, Sundays and public holidays) up to the date of the meeting:

(i) Copy of the final order passed by NCLT in CA (CAA) No. 84/NCLT/AHM/ 2017, dated 7th day of August 2017 directing the Transferor Company to, inter alia, convene the meetings of its equity shareholders, secured creditors and unsecured creditors (including debentureholder);

(ii) Copy of the final order passed by NCLT in CA (CAA) No. 85/NCLT/AHM/2017, dated, 7th day of August 2017, inter alia, dispensing with the meetings of the equity shareholders and the sole unsecured creditor of the Transferee Company;

(iii) Copy of CA (CAA) No. 84/NCLT/AHM/2017 along with annexures filed by the Transferor Company before NCLT;

(iv) Copy of CA (CAA) No. 85/NCLT/AHM/2017 along with annexures filed by the Transferee Company before NCLT;

(v) Copy of the Memorandum and Articles of Association of the Transferor Company and the Transferee Company, respectively;

(vi) Copy of the annual reports of the Transferor Company and the Transferee Company, respectively, for the financial years ended 31st March 2016 and 31st March 2015, respectively;

(vii) Copy of the annual reports of the Transferor Company and the Transferee Company, respectively, for the financial year ended 31st March 2017;

(viii) Copy of the Register of Directors' shareholding of each of the Companies;

(ix) Copy of Valuation report dated 6th day of June 2017 submitted by B S R & Associates LLP, Chartered Accountants;

(x) Copy of the Fairness Opinion, dated 6th day of June 2017 submitted by JM Financial Institutional Securities Limited, to the Board of Directors of the Transferor Company;

(xi) Copy of the Audit Committee Reports, both dated 6th day of June 2017, of the Companies, respectively;

(xii) Copy of the resolutions, both dated 6th day of June 2017, passed by the respective Board of Directors of the Companies, approving the Scheme;

(xiii) Copy of the extracts of the minutes of the meetings, both dated 6th day of June 2017, passed by the respective Board of Directors of the Companies, in respect of the approval of the Scheme;

(xiv) Copy of the Statutory Auditors' certificate dated 6th day of June 2017 issued by Deloitte Haskins & Sells, Chartered Accountants to the Transferor Company;

(xv) Copy of the Statutory Auditors' certificate dated 6th day of June 2017 issued by Dharmesh Parikh & Co., Chartered Accountants, to the Transferee Company;

(xvi) Copy of the complaints report, dated 10th day of July 2017 and 11th day of July 2017, submitted by the Transferor Company to BSE and NSE, respectively;

(xvii) Copy of the no adverse observations/no objection letter issued by BSE and NSE, both dated 14th day of July 2017, respectively, to the Transferor Company;

(xviii) Summary of the Valuation Report including the basis of valuation;

(xix) Copies of Form No. GNL-1 filed by the Companies with the Registrar of Companies, Gujarat along with challan dated 21st day of July 2017, evidencing filing of the Scheme;

(xx) Copy of the certificate, dated 11th day of August 2017, issued by Hemangi V. Mulaokar, Chartered Accountants, certifying the amount due to the unsecured creditors of the Transferor Company as on 31st day of July 2017;

(xxi) Copy of the certificate, dated 11th day of August 2017, issued by Hemangi V. Mulaokar, Chartered Accountants, certifying the amount due to the sole unsecured creditor of the Transferee Company as on 31st day of July 2017;

(xxii) Copy of the Scheme;

(xxiii) Copy of the Reports, both dated 6th day of June 2017, adopted by the Board of Directors of the Companies, respectively, pursuant to the provisions of section 232(2)(c) of the Act; and

(xxiv) Copy of the applicable information of the Transferee Company in the format specified for abridged prospectus as provided in Part D of Schedule VIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.

The shareholders shall be entitled to obtain the extracts from or for making or obtaining the copies of the documents listed in item numbers (i), (ii), (vii), (xiv) and (xv) above.

51. This statement may be treated as an Explanatory Statement under Sections 230(3), 232(1) and (2) and 102 of the Act read with Rule 6 of the Rules. A copy of the Scheme, Explanatory Statement and Form of Proxy shall be furnished by the Transferor Company to its shareholders/creditors, free of charge, within one (1) day (except Saturdays, Sundays and public holidays) on a requisition being so made for the same by the shareholders/creditors of the Transferor Company.

52. After the Scheme is approved, by the equity shareholders, secured creditors and unsecured creditors (including debentureholders) of the Transferor Company, it will be subject to the approval/sanction by NCLT.

Sd/-
Mr. Justice K. A. Puj
(former Judge of High Court of Gujarat)
Chairman appointed for the meeting

Dated this 12th day of August 2017

Registered office: "Shikhar", Near Adani House,
Mithakhali Six Roads,
Navrangpura,
Ahmedabad- 380 009,
Gujarat, India.

SCHEME OF ARRANGEMENT
BETWEEN
ADANI POWER LIMITED ... Transferor Company

AND

ADANI POWER (MUNDRA) LIMITED ... Transferee Company

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
(UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013)

PREAMBLE This Scheme (as defined hereinafter) is presented under Sections 230 to 232 read with Sections 13, 52, 61 and 66 of the Act (as defined hereinafter) and other relevant provisions of the Act for the transfer and vesting of the Mundra Power Generation Undertaking (as defined hereinafter) of the Transferor Company (as defined hereinafter) to the Transferee Company (as defined hereinafter) with effect from the Appointed Date (as defined hereinafter), as a going concern on a Slump Exchange (as defined hereinafter) basis; reduction of securities premium account of the Transferor Company; increase in the authorised share capital of the Transferee Company; and for matters consequential, incidental, supplemental and/or otherwise integrally connected therewith.

PART I- GENERAL

1. INTRODUCTION

1.1. Adani Power Limited (the "Transferor Company") is a company incorporated on 22nd day of August 1996 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956 in the name of Adani Power Limited with Corporate Identification Number L40100GJ1996PLC030533. Its name was changed to (a) Adani Power Private Limited on 3rd day of June 2002; and (b) Adani Power Limited on 12th day of April 2007. The Transferor Company is a listed public limited company having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The equity shares of the Transferor Company are listed on the National Stock Exchange of India Limited ('NSE') and BSE Limited ('BSE').

1.2. The Transferor Company is a part of Adani Group with various business interests. The brief description of the major activities being carried out by the Transferor Company along with its subsidiaries are as under:

(a) The Transferor Company is engaged in the business of generating power and for the said purpose has set-up and commissioned 4,620 MW thermal power plant (comprising of 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, 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 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. For specified end use of the 6 units out of the aforesaid 9 units, the Government of India has allocated Jitpur coal block located in the State of Jharkhand to the Transferor Company. The aforesaid business activities are hereinafter referred to as "Mundra Power Generation Business";

(b) The Transferor Company is also engaged in generation of solar power pursuant to commissioning of 40 MW Solar Power Project at Village Bitta-Naliya, District Kutch, Gujarat;

(c) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Maharashtra Limited, which has set-up and commissioned 3,300 MW thermal power plant at Tiroda, Maharashtra;

(d) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Rajasthan Limited, which has set-up and commissioned 1,320 MW thermal power plant at Kawai, Rajasthan;

(e) The Transferor Company holds 100% of the paid-up equity share capital of Udupi Power Corporation Limited, which has set-up and commissioned 1,200 MW thermal power plant at Yellur, District Udupi, Karnataka.

(f) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power (Jharkhand) Limited, which is setting up 1,600 MW thermal power plant at District Podaiyahaat - Godda, Jharkhand.

1.3. Adani Power (Mundra) Limited (the "Transferee Company") is a company incorporated on 16th Day of February, 2015 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 2013 in the name of Adani Power (Karnataka) Limited with Corporate Identification Number U40300GJ2015PLC082295. The name of Adani Power (Karnataka) Limited was changed to Adani Power (Mundra) Limited with effect from 27th day of April 2017. The Transferee Company is an unlisted public limited company, having its registered office at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The Transferor Company along with its wholly owned subsidiary, Adani Power (Jharkhand) Limited, holds 100% of the paid-up equity share capital of the Transferee Company (the Transferor Company and Adani Power (Jharkhand) Limited hold 99% and 1%, respectively, in the paid-up equity share capital of the Transferee Company).

1.4. The Transferee Company has been incorporated with an object to, inter alia, carry on the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. Presently, no business is being carried out by the Transferee Company.

1.5. Rationale for restructuring:

(a) The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to the distinct activities.

(b) The transfer and vesting of the Mundra Power Generating Business into the Transferee Company will create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

(c) Separation of the Mundra Power Generating Business into the Transferee Company will put at par with the other operating subsidiaries of the Transferor Company, with specific strategic focus as well as specific financial arrangements.

(d) Transfer and vesting of the Mundra Power Generating Business to the Transferee Company will allow induction of capital/strategic investor into the Mundra Power Generating Business.

1.6. This Scheme is divided into the following parts:

(I) **Part I,** which deals with the introduction, definitions, date of taking effect and share capital;

(ii) **Part II,** which deals with the transfer and vesting of the Mundra Power Generating Undertaking; and

(iii) **Part III,** which deals with general terms and conditions applicable to the Scheme.

2. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

"Act" or **"the Act"** means the Companies Act, 2013 and shall include the provisions of the Companies Act, 1956, to the extent the corresponding provisions in the Companies Act, 2013 have not been notified;

"Appointed Date" means 31st March 2017;

"Board" or **"Board of Directors"** in relation to the Companies means the board of directors of such company and, unless it be repugnant to the context, includes a duly authorised committee of directors;

"Companies" shall mean the Transferor Company and the Transferee Company;

"Effective Date" means the last of the dates on which all conditions, matters and filings referred to in Clause 24 hereof have been fulfilled and necessary orders, approvals and consents referred to therein have been obtained. References in this Scheme to the date of **"coming into effect of this Scheme" or "effectiveness of this Scheme"** shall mean the Effective Date;

"Employee Benefit Funds" shall have the meaning set forth in Clause 9.2;

"Encumbrance" or **"Encumber"** shall mean any: (i) encumbrance including without limitation any security interest, claim, mortgage, pledge, charge, hypothecation, lien, lease, assignment, deed of trust, title retention, deposit by way of security, beneficial ownership (including usufruct and similar entitlements), or any other similar interest held by the third person; (ii) security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law; (iii) right of pre-emption, right of first offer, or refusal or transfer restriction in favour of any person; and/or (iv) any adverse claim as to title, possession or use;

"Governmental Authority" shall mean any national, state, provincial, local or similar government, governmental, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, tribunal or court or other entity authorized to make Laws, rules, regulations, standards, requirements, procedures or to pass directions or orders having the force of Law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law, or any stock exchange of India or any other country;

"Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question;

"LODR" means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;

"Mundra Power Generating Employees" shall mean all the employees of the Transferor Company employed in the Mundra Power Generating Undertaking;

"Mundra Power Generating Liabilities" shall have the meaning set forth in Clause 7.1;

"Mundra Power Generating Undertaking" means all the businesses, undertakings, activities, operations, properties, liabilities and reserves and surplus pertaining to the Mundra Power Generating Business, on a going concern basis, and shall mean and include, without limitation:

(a) 4,620 MW thermal power plant set-up and commissioned on an area of 293.8810 hectares in the multi product Special Economic Zone at Village Tunda and Siracha, Taluka Mundra, District Kutch, Gujarat;

(b) letter of approvals granting the status as Co-Developer to the 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 Transferor Company;

(c) Jitpur coal block located in the State of Jharkhand, allocated by the Government of India.

(d) all immovable properties 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., which immovable properties are currently in use for the purpose of and in relation to the Mundra Power Generating Business 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) all assets, as are movable in nature pertaining to and in relation to the Mundra Power Generating Business and Jitpur Coal block, 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, 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 Government, 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) all 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, statutory or regulatory or local or administrative bodies for the purpose of carrying on the Mundra Power Generating Business or in connection therewith), tax deferrals, tax credits (including any credits arising from advance tax, other income tax credits, withholding tax credits, minimum alternate tax credits, CENVAT credits, goods and services tax credits, 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), advantages, benefits and all other rights, privileges, powers and facilities of every kind and description of whatsoever nature and the benefits thereto that pertain to the Mundra Power Generating Business;

(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, 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 pertaining to the Mundra Power Generating Business;

(h) all trade marks, trade names, service marks, copyrights, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical know how, confidential information and all such rights of whatsoever description and nature that pertain exclusively to the Mundra Power Generating Business;

(i) all rights to use and avail telephones, telexes, facsimile, email, 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 the Transferor Company pertaining to or in connection with or relating to the Transferor Company in respect of the Mundra Power Generating Business 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 the Transferor Company and pertaining to the Mundra Power Generating Business;

(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 that pertain to the Mundra Power Generating Business;

(k) all debts, liabilities including contingent liabilities, duties, taxes and obligations of the Transferor Company pertaining to the Mundra Power Generating Business and/or arising out of and/or relatable to the Mundra Power Generating Business;

(l) all employees of the Transferor Company employed/engaged in the Mundra Power Generating Business as on the Effective Date; and

(m) all legal or other proceedings of whatsoever nature that pertain to the Mundra Power Generating Business.

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the Mundra Power Generating Business or whether it arises out of the activities or operations of the Mundra Power Generating Business, the same shall be decided by mutual agreement between Board of Directors of the Transferor Company and the Transferee Company.

"NCLT" means the National Company Law Tribunal, Bench, at Ahmedabad;

"Remaining Business" shall mean all the undertakings, businesses, activities, operations, assets and liabilities of the Transferor Company, other than those comprised in the Mundra Power Generating Undertaking;

"Scheme" or **"the Scheme"** or **"this Scheme"** shall mean this scheme of arrangement including any modification or amendment hereto, made in accordance with the terms hereof;

"SEBI" means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;

"SEBI Circular" means, together, the circular no. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 and the circular no. CFD/DIL3/CIR/2017/26 dated 23rd day of March 2017, each issued by SEBI, including any modifications thereto;

"Slump Exchange" means the transfer and vesting of the Mundra Power Generating Undertaking of the Transferor Company to the Transferee Company on a going concern basis for a lump sum consideration, to be exchanged by way of issuance of equity shares of the Transferee Company, without values being assigned to the individual assets and liabilities.

"Stock Exchanges" shall mean National Stock Exchange of India Limited (NSE) and BSE Limited (BSE), collectively;

"Transferee Company" shall have the meaning set forth in Clause 1.3;

"Transferor Company" shall have the meaning set forth in Clause 1.1.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by NCLT shall be effective from the Appointed Date but shall be operative from the Effective Date.

4. SHARE CAPITAL

4.1 The authorised, issued, subscribed and paid up share capital of the Transferor Company as at 31st day of May 2017 was as under:

Share Capital	Amount (in Rs.)
Authorized Share Capital	
450,00,00,000 Equity Shares of Rs. 10/- each	4500,00,00,000
50,00,00,000 Preference Shares of Rs. 10 each	500,00,00,000
TOTAL	**5000,00,00,000**
Issued, Subscribed and Paid-Up Share Capital	
385,69,38,941 fully paid up equity shares of Rs. 10/- each	3856,93,89,410
TOTAL	**3856,93,89,410**

4.2 The authorised, issued, subscribed and paid up share capital of the Transferee Company as at 31st day of May 2017 was as under:

Share Capital	Amount (in Rs.)
Authorized Share Capital	
50,000 Equity Shares of Rs. 10 each	5,00,000
TOTAL	**5,00,000**
Issued, Subscribed and Paid-Up Share Capital	
50,000 fully paid up Equity Shares of Rs. 10 each	5,00,000
TOTAL	**5,00,000**

PART-II TRANSFER AND VESTING OF THE MUNDRA POWER GENERATING UNDERTAKING

SECTION 1 - TRANSFER AND VESTING OF THE MUNDRA POWER GENERATING UNDERTAKING

5. Transfer of Assets

5.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Mundra Power Generating Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Mundra Power Generating Undertaking) shall, subject to the provisions of this Clause 5 in relation to the mode of transfer and vesting and pursuant to Section 232(4) of the Act and without any further act or deed, be transferred to and vested in the Transferee Company or be deemed to have been transferred to and vested in the Transferee Company as a going concern, on Slump Exchange basis, so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest and authorities of the Transferee Company, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.2. In respect of such of the assets of the Mundra Power Generating Undertaking as are movable in nature or are otherwise capable of transfer by delivery of possession or by endorsement and delivery, the same shall be so transferred by the Transferor Company, upon the coming into effect of this Scheme, and shall become the property of the Transferee Company as an integral part of the Mundra Power Generating Undertaking with effect from the Appointed Date pursuant to the provisions of Section 232 of the Act without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.3. In respect of movables other than those dealt with in Clause 5.2 above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority, quasi-governmental authority, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositee, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).

5.4. In respect of such of the assets belonging to the Mundra Power Generating Undertaking other than those referred to in Clauses 5.2 and 5.3 above, the same shall, as more particularly provided in Clause 5.1 above, without any further act, instrument or deed, be transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230-232 of the Act. For the purpose of giving effect to the vesting order passed under Section 232 of the Act in respect of the Scheme, the Transferee Company shall be entitled to exercise all the rights and privileges and be liable to pay all taxes and charges and fulfil all its obligations, in relation to or applicable to all such immovable properties, including mutation and/or substitution of the title to, or interest in the immovable properties which shall be made and duly recorded by the appropriate authority(ies) in favour of the Transferee Company pursuant to the sanction of the Scheme by the NCLT and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by the Transferor Company and/or the Transferee Company. It is clarified that the Transferee Company shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. Notwithstanding any provision to the contrary, from the Effective Date and until the owned properties, leasehold properties and related rights thereto, license/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 authority, in favour of the Transferee Company, the Transferee Company is deemed to be authorised to carry on the business in the name and style of the Transferor Company under the relevant agreement, deed, lease and/or license, as the case may be, and the Transferee Company shall keep a record and/or account of such transactions.

5.5. All assets, rights, title, interest and investments of the Transferor Company in relation to the Mundra Power Generating Undertaking shall also, without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230-232 of the Act.

5.6. Without prejudice to the generality of the foregoing, upon the effectiveness of this Scheme, the Transferee Company will be entitled to all the intellectual property rights of the Transferor Company in relation to the Mundra Power Generating Undertaking. The Transferee Company may take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of the Transferee Company.

5.7. Any assets acquired by the Transferor Company after the Appointed Date but prior to the Effective Date pertaining to the Mundra Power Generating Undertaking shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in the Transferee Company upon the coming into effect of this Scheme.

5.8. For the avoidance of doubt, upon the coming into effect of this Scheme, all the rights, title, interest and claims of the Transferor Company in any leasehold/licensed properties in relation to the Mundra Power Generating Undertaking shall, pursuant to Section 232 (4) of the Act, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company automatically without requirement of any further act or deed.

5.9. On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in relation to or in connection with the Mundra Power Generating Undertaking of the Transferor Company, in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Mundra Power Generating Undertaking to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.

5.10. For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of bank accounts of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, has been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank account of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of the Transferor Company shall be instituted, or as the case may be, continued by or against the Transferee Company after the coming into effect of this Scheme.

5.11. Any determination of the value of an asset or liability of the Mundra Power Generating Undertaking for the sole purpose of payment of stamp duty, registration fees or other similar taxes, if any, shall not be regarded as assignment of values to individual asset or liability.

6. Transfer of contracts, deeds, etc.

6.1. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme including Clause 7, all contracts, deeds, bonds, undertakings including bond cum legal undertaking, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Mundra Power Generating Undertaking, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which is subsisting or have effect immediately before the Effective Date, shall continue in full force and effect against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

6.2. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Mundra Power Generating Undertaking occurs by virtue of this 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 any Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.

6.3. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all approvals, consents, benefits, registrations, entitlements, credits, permissions, licenses, certificates, no objection certificates, exemptions, concessions, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company in relation to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications to any Governmental Authority as may be necessary in this behalf.

6.4. Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, undertakings, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Mundra Power Generating Undertaking which the Transferor Company own or to which the Transferor Company is a party to, cannot be transferred to the Transferee Company for any reason whatsoever, the Transferor Company shall hold such asset or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Transferee Company, insofar as it is permissible so to do, till such time as the transfer is effected.

7. Transfer of Liabilities

7.1. Upon the coming into effect of this Scheme, all debts, liabilities, loans raised and used, obligations incurred, duties of any kind, nature or description (including contingent liabilities which arise out of the activities or operations of the Mundra Power Generating Undertaking) of the Transferor Company as on the Appointed Date and relatable to the Mundra Power Generating Undertaking ("Mundra Power Generating Liabilities") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Transferee Company to the extent that they are outstanding as on the Effective Date and shall become the debts, liabilities, loans, obligations and duties of the Transferee Company which shall meet, discharge and satisfy the same.

7.2. Where any of the loans raised and used, debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date deemed to be transferred to the Transferee Company has been discharged by the Transferor Company on or 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.

7.3. Upon the coming into effect of this Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by the Transferor Company for the operations of the Mundra Power Generating Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the loans, debts, liabilities, duties and obligations of the Transferee Company.

7.4. In so far as the existing Encumbrances in respect of the Mundra Power Generating Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and

shall be extended to and shall operate only over the assets comprised in the Mundra Power Generating Undertaking which has been Encumbered in respect of the Mundra Power Generating Liabilities as transferred to the Transferee Company pursuant to this Scheme. Provided that if any of the assets comprised in the Mundra Power Generating Undertaking which are being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the Mundra Power Generating Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

7.5. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business is concerned, subject to Clause 7.4, the Encumbrances over such assets relating to the Mundra Power Generating Liabilities shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Mundra Power Generating Undertaking is concerned, the Encumbrances over such assets relating to any loans, borrowings or other debts or debt securities which are not transferred pursuant to this Scheme (and which shall continue with the Transferor Company), shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

7.6. Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of this Scheme, the Transferor Company and the Transferee Company shall execute any instrument(s) and/or document(s) and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the registrar of companies to give formal effect to the above provisions, if required.

7.7. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Mundra Power Generating Liabilities, which have been transferred to it in terms of this Scheme, and the Transferor Company shall not have any obligations in respect of such Mundra Power Generating Liabilities.

7.8. It is expressly provided that subject to Clause 22 and save as mentioned in this Clause 7, no other term or condition of the liabilities transferred to the Transferee Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

7.9. The provisions of this Clause 7 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

8. Legal, taxation and other proceedings

8.1. Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Transferor Company and relating to the Mundra Power Generating Undertaking, under any\ statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the Transferee Company after the Effective Date. The Transferor Company shall in no event be responsible or liable in relation to any such legal or other proceedings against the Transferee Company. The Transferee Company shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Transferor Company.

8.2. If proceedings are taken against the Transferor Company in respect of the matters referred to in Clause 8.1 above, it shall defend the same in accordance with the advice of the Transferee Company and at the cost of the Transferee Company, and the latter shall reimburse and indemnify

the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.

8.3. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 8.1 above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company. The Companies shall make relevant applications in that behalf.

9. Employees

9.1. Upon the coming into effect of this Scheme, the Mundra Power Generating Employees in relation to the Mundra Power Generating Undertaking (the **"Transferred Employees"**) shall become the employees of the Transferee Company with effect from the Effective Date, and, subject to the provisions hereof, on terms and conditions not less favorable than those on which they are employed by the Transferor Company in the Mundra Power Generating Undertaking and without any interruption of, or break in, service as a result of the transfer of the Mundra Power Generating Undertaking. The Transferee Company agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of the Transferred Employees with the Transferor Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

9.2. In so far as the existing benefits including provident fund, gratuity fund and superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by the Transferor Company inter alia for its employees (including employees of the Mundra Power Generating Undertaking) are concerned (collectively referred to as the **"Employee Benefit Funds"**), such proportion of the investments made in the Employee Benefit Funds and liabilities which are referable to the Transferred Employees shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Employee Benefit Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Mundra Power Generating Undertaking or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund in respect of any of the aforesaid matters, the Transferee Company may, subject to necessary approvals and permissions, continue to contribute in respect of the Transferred Employees to the Employee Benefit Funds or discharge such liabilities of the Transferor Company, until such time that the Transferee Company creates its own fund, at which time the Employee Benefit Funds, investments, contributions and liabilities pertaining to the Transferred Employees shall be transferred to the funds created by the Transferee Company.

9.3. In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the employees being transferred to the Transferee Company, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such Transferred Employees.

9.4. In so far as the existing benefits or funds created by the Transferor Company for the employees of the Remaining Business are concerned, the same shall continue and the Transferor Company shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and such benefits or funds, if any, shall be held inter alia for the benefit of the employees of the Remaining Business and the Transferee Company shall have no liability in respect thereof.

SECTION 2 – CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

10. The Transferor Company, with effect from the Appointed Date and up to and including the Effective Date:

(I) shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Mundra Power Generating Undertaking and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Mundra Power Generating Undertaking for and on account of, and in trust for, the Transferee Company;

(ii) all profits and income accruing to the Transferor Company from the Mundra Power Generating Undertaking, and losses and expenditure incurred by it (including taxes), relating to the Mundra Power Generating Undertaking for the period from the Appointed Date based on the accounts of the Transferor Company shall, for all purposes, be treated as the profits, income, losses or expenditure, as the case may be, of the Transferee Company, except those specifically forming part of the Remaining Business; and

(iii) any of the rights, powers, authorities, privileges, attached, related or pertaining to the Mundra Power Generating Undertaking exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company 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 attached, related or pertaining to the Mundra Power Generating Undertaking that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company.

11. The Transferor Company undertakes that it shall preserve and carry on the business of the Mundra Power Generating Undertaking with business prudence.

The transfer and vesting of the assets, liabilities and obligations of the Mundra Power Generating Undertaking and the continuance of the proceedings by or against the Transferee Company under this Scheme shall not affect any transaction or proceedings already completed by the Transferor Company on or before the Appointed Date to the end and intent that, subject to the provisions of this Section 2, the Transferee Company accepts all acts, deeds and things done and executed by and/or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

SECTION 3 - REMAINING BUSINESS

12. The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or lenders.

13. All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Transferor Company in respect of the Remaining Business) shall be continued and enforced by or against the Transferor Company after the Effective Date, which shall keep the Transferee Company fully indemnified in that behalf.

14. If proceedings are taken against the Transferee Company in respect of the matters referred to in Clause 13 above, it shall defend the same in accordance with the advice of the Transferor Company and at the cost of the Transferor Company, and the latter shall reimburse and indemnify the Transferee Company against all liabilities and obligations incurred by the Transferee Company in respect thereof

15. Up to and including the Effective Date:

(i) the Transferor Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;

(ii) all profits accruing to the Transferor Company or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferor Company; and

(iii) all assets and properties acquired by the Transferor Company in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in the Transferor Company.

SECTION 4 – CONSIDERATION BY THE TRANSFEREE COMPANY

16. Consideration

16.1. Upon the coming into effect of this Scheme and upon transfer and vesting of the Mundra Power Generating Undertaking in the Transferee Company as a going concern on a Slump Exchange basis, in accordance with the terms of the Scheme and pursuant to the provisions of Section 230-232 and other relevant provisions of the Act and in exchange for which, the Transferee Company shall issue 10,60,00,000 (Ten Crores Sixty Lakhs) fully paid up equity shares of the face value of Rs. 10/- (Rupees Ten only) each to the Transferor Company.

16.2. The equity shares to be issued and allotted by the Transferee Company in terms of Clause 16.1 above shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari passu in all respects with the existing equity shares of the Transferee Company.

16.3. The equity shares issued pursuant to Clause 17.1 above shall be issued in the dematerialized form by the Transferee Company unless otherwise notified in writing by the Transferor Company to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company.

16.4. The issue and allotment of equity shares by the Transferee Company to the Transferor Company as provided in Clause 16.1 of this Scheme is an integral part thereof, and shall be deemed to have been carried out pursuant to the provisions of the Scheme as if the procedure laid down under section 62 of the Act and any other applicable provisions of the Act were duly complied with and will not require any further act or deed by the Transferee Company.

SECTION 5 –REDUCTION OF SECURITIES PREMIUM ACCOUNT OF THE TRANSFEROR COMPANY

17.1 Upon the effectiveness of this Scheme, the Securities Premium Account (forming part of reserves and surplus) of the Transferor Company pertaining to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company and the Securities Premium Account in the books of the Transferor Company shall stand reduced by the amount so transferred without any further act or deed on the part of the Transferor Company. The reduction in the Securities Premium Account of the Transferor Company shall be effected as an integral part of the Scheme in accordance with the provisions of Section 52 read with Section 66 of the Act and any other applicable provisions of the Act without any further act or deed on the part of the Transferor Company and without any approval or acknowledgement of any third party. The order of the NCLT sanctioning the Scheme shall be deemed to also be the order passed by the NCLT under Section 52 read with Section 66 of the Act for the purpose of confirming such reduction.

17.2 It is expressly clarified that the consent of the shareholders and the creditors of the Transferor Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reduction of the Securities Premium Account of the Transferor Company and no further resolution or action under Section 52 read with Section 66 of the Act and any other applicable provisions of the Act would be required to be separately passed or taken.

SECTION 6 – ACCOUNTING TREATMENT

18. Accounting treatment in the books of the Transferor Company

Upon the coming into effect of this Scheme and with effect from the Appointed Date:

18.1. The Transferor Company shall de-recognize from its books, the book value of assets, liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking, transferred to the Transferee Company including the rights, interests and obligations of the Transferor Company in such assets, liabilities and reserves and surplus under the Scheme.

18.2. The difference between the consideration payable by the Transferee Company in terms of Clause 16 of the Scheme and the net assets transferred to the Transferee Company shall be adjusted in the Capital Reserve in the books of the Transferor Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power

Generating Undertaking being transferred to the Transferee Company and the aggregate of carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

19. Accounting treatment in the books of the Transferee Company

19.1. The Transferee Company shall account for the transfer and vesting of the Mundra Power Generating Undertaking in its books of account as per the "Pooling of Interest Method" prescribed under Indian Accounting Standard 103 – "Business Combinations" notified under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and other applicable accounting standards prescribed under the Act.

19.2. All the assets, liabilities and reserves and surplus of the Transferor Company pertaining to Mundra Power Generating Undertaking shall stand transferred to, and the same shall be recorded by, the Transferee Company at their respective carrying amount and in the same form as appearing in the books of the account of the Transferor Company.

19.3. The amount of inter-company balances, transactions or investments, if any, between the Transferor Company pertaining to the Mundra Power Generating Undertaking and the Transferee Company, appearing in the books of accounts of the Transferor Company and the Transferee Company, shall stand cancelled without any further act or deed.

19.4. The Transferee Company shall credit to the Share Capital account in its books of account, the aggregate face value of the equity shares issued and allotted to the Transferor Company as per Clause 16.1 of the Scheme.

19.5. In compliance with the Indian Accounting Standards (Ind AS), the difference between the consideration payable by the Transferee Company in terms of Clause 16.1 of the Scheme and net assets recorded in the books of the Transferee Company shall be adjusted in Capital Reserve in the books of the Transferee Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company and aggregate of the carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

PART III – GENERAL TERMS AND CONDITIONS

The provisions of this Part shall be applicable to Part II of this Scheme.

20. Increase in authorised share capital of the Transferee Company

20.1. Upon the coming into effect of this Scheme, the Authorised Share Capital of the Transferee Company shall, without any further act or deed be automatically increased from Rs. 5,00,000/- (Rupees Five Lacs Only) to Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only). Consequently, clause V of the Memorandum of Association of the Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 232 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause: "The Authorised Share Capital of the Company is Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only) divided into 350,00,00,000 (Three Hundred and Fifty Crores) Equity Shares of Rs. 10/- (Rupees Ten Only) each."

20.2. Upon the coming into effect of this Scheme, the Transferee Company shall file necessary form of notice of increase of Authorised Share Capital with the Registrar of Companies, Gujarat and shall pay necessary fees/duties as may be required to be paid in accordance with Law.

21. Applications

(I) The Companies shall make necessary applications before the NCLT for the sanction of this Scheme under Sections 230-232 of the Act.

(ii) The Transferee Company shall be entitled, pending the effectiveness of this Scheme, to apply to any Governmental Authority, if required, under any Law for such consents and

approvals which the Transferee Company may require to carry on the business transferred to it pursuant to this Scheme.

22. Modification to the Scheme

22.1. The Companies (by their respective Board of Directors), may jointly and as mutually agreed in writing:

(I) in their full and absolute discretion, assent to any alteration(s) or modification(s) to this Scheme which NCLT may deem fit to approve or impose, and/or effect any other modification or amendment jointly and mutually agreed in writing, including, without limitation, any modifications to the accounting treatment set out in the Scheme due to any change in regulatory or compliance requirements being made applicable to the Companies or to the matters set forth in this Scheme, and to do all acts, deeds and things as may be necessary, desirable or expedient for the purposes of this Scheme;

(ii) to give such directions (acting jointly) as they may consider necessary to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under Law);

(iii) in their full and absolute discretion, modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time; and

(iv) to determine whether any asset, liability, employee, legal or other proceedings pertains to the Mundra Power Generating Undertaking, or not, on the basis of any evidence that they may deem relevant for this purpose.

22.2. Any modification to the Scheme by the Transferor Company and/or the Transferee Company, after receipt of sanction by the NCLT, shall be made only with the prior approval of the NCLT.

23. Scheme as an integral whole and Severability

(I) The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of the Companies.

(ii) 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 in writing, affect the validity or implementation of the other parts and/or provisions of this Scheme.

24. Scheme conditional on

The coming into effect of this Scheme is conditional upon and subject to:

(i) obtaining observation letter or no-objection letter from the Stock Exchanges by the Transferor Company in respect of the Scheme, pursuant to Regulation 37 of the LODR read with SEBI Circular and Regulations 11 and 94 of the LODR;

(ii) this Scheme being approved by the respective requisite majorities of the classes of members and creditors (where applicable) of the Companies as required under the Act;

(iii) the Scheme being approved by the majority of the public shareholders of the Transferor Company (by way of voting through postal ballot and e-voting) as required under the SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders, against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;

(iv) the NCLT having accorded its sanction to the Scheme;

(v) the certified copies of the orders of the NCLT approving this Scheme being filed with the jurisdictional registrar of companies;

(vi) such approvals and sanctions including sanction of any Governmental Authority as may be required by Law in respect of the Scheme being obtained; and

(vii) approval for transfer of letter of approvals granting the status as Co-Developer to the 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 transfer of approvals for the authorised operations to the transferee company from the appropriate authority.

25. Effect of non-receipt of approvals and matters relating to revocation/withdrawal of the Scheme

25.1. In the event of any of the sanctions and approvals not being obtained and/or the Scheme not being sanctioned by the NCLT, and/or the order or orders not being passed as aforesaid on or before 31st day of March 2018 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company through their respective Board of Directors, the Scheme shall become null and void and the Companies shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

25.2. The Transferor Company and the Transferee Company acting through their respective Board of Directors shall each be at liberty to withdraw from this Scheme, (i) in case any condition or alteration imposed by any appropriate authority/person is unacceptable to any of them or (ii) they are of the view that coming into effect of this Scheme could have adverse implications on the respective Companies.

25.3. In the event of revocation/withdrawal under Clauses 25.1 and 25.2 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the applicable Law and in such case, the Companies shall bear its own costs, unless otherwise mutually agreed.

26. Taxes

26.1. The Transferee Company will be the successor of the Transferor Company vis-à-vis the Mundra Power Generating Undertaking. Hence, it will be deemed that the benefits of any tax credits, whether, central, state, or local, availed vis-à-vis the Mundra Power Generating Undertaking and the obligations, if any, for the payment of taxes on any assets of the Mundra Power Generating Undertaking shall be deemed to have been availed by the Transferee Company, or as the case may be, deemed to be the obligation of the Transferee Company.

26.2. With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess, receivables / payables by the Transferor Company relating to the Mundra Power Generating Undertaking, including all or any refunds / credits / claims relating thereto, shall be treated as the assets / liabilities or refunds / credits / claims, as the case may be, of the Transferee Company.

26.3. Upon the coming into effect of this Scheme, the Transferee Company and the Transferor Company shall file/revise their income tax returns, TDS certificates, TDS returns, and other statutory returns, if required, and shall have the right to claim refunds, credit of tax deducted at source, credit of foreign taxes paid/ withheld etc., if any (except as specifically provided in relation to the Remaining Business), as may be required consequent to implementation of this Scheme. Such returns shall be revised and filed with effect from Appointed Date and any tax including Minimum Alternate Tax shall be computed accordingly.

27. Costs

Subject to Clause 25 above, all costs, charges, levies and expenses (including, but not limited to, stamp duty, etc.) in relation to or in connection with the Scheme and incidental to the completion of the Scheme and of carrying out the terms of this Scheme shall be borne as mutually agreed by the Board of Directors of the Transferor Company and the Transferee Company.

VALUATION REPORT

B S R & Associates LLP
Chartered Accountants

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STRICTLY PRIVATE AND CONFIDENTIAL

Mr. Vinod Bhandawat
Chief Financial Officer
Adani Power Limited
Achalraj
Opposite Mayor Bungalow, Law Garden
Ahmedabad – 380 006 (Gujarat)

6 June 2017

Subject: Valuation of Mundra Power Generating Undertaking ("APMP")

Dear Sir,

We refer to the engagement letter dated 16 May 2017 with B S R & Associates LLP (hereinafter referred to as "B S R" or "us" or "we") wherein Adani Power Limited ("APL", the "Client", "Company", or "You") has requested B S R to carry out valuation of its Mundra Power Generating Undertaking situated at village Tunda and Siracha, Taluka Mundra, District Kutch, Gujarat ("APMP" or "Target Business") proposed to be transferred to one of its subsidiary namely, Adani Power (Mundra) Limited (the "Subsidiary") under a scheme of arrangement in accordance with the provisions of the Companies act, 2013 ("Scheme of Arrangement") (hereafter referred to as "Engagement").

SCOPE AND PURPOSE OF THE VALUATION REPORT

Adani Power Limited ("APL"), together with its subsidiaries, engages in the generation of electricity. The company was founded in 1996 and is headquartered in Ahmedabad, India.

Mundra Power Generating Undertaking ("APMP") (capacity of 4,620 MW) is a part of the 10,480 MW capacity power plants operated by APL. APMP is located at Mundra in Kutch district in the Indian state of Gujarat.

APMP has total 9 units with 4 units of 330 MW each and 5 units of 660 MW each. The company has signed long-term power purchase agreement with Gujarat Government and Haryana Government for sale of about 80% of the capacity while the remaining 20% the company intends to sell at merchant basis. The coal source for this power plant is imported coal and domestic coal supply (an operational Fuel Supply Agreement of 6.405 MTPA with subsidiaries of Coal India Limited).

B S R & Associates (a partnership firm with Registration No. BA61228) converted into B S R & Associates LLP (a Limited Liability Partnership with LLP Registration No. AAB-8181) with effect from October 14, 2013

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B S R & Associates LLP
1st Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400 011, India.
Chartered Accountants

The Proposed Transfer is to be achieved by way of a scheme of arrangement under Section 230 – 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 for transfer and vesting of the Target Business to the Subsidiary of APL as a going concern, on slump exchange basis under the proposed Scheme of Arrangement for a lump sum consideration in the form of issuance of equity shares by the Subsidiary to APL.

B S R has been requested by the management of APL ("Management") to carry out valuation of the Target Business and submit a Valuation Report ("Valuation Report") in connection with the proposed transfer of the Target Business under the Scheme of Arrangement ("Proposed Transfer").

We understand that this Valuation Report will used by the Client for the above mentioned purpose only and may be produced before judicial, regulatory or government authorities, for the purpose of the Proposed Transfer.

This Valuation Report is subject to the scope, assumptions, exclusions, limitations and disclaimers detailed hereinafter. As such the Valuation Report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS AND DISCLAIMERS

Provision of valuation opinions and consideration of the issues described herein are areas of our regular practice. The service does not represent accounting, assurance, accounting/ tax due diligence, consulting or tax related services that may otherwise be provided by us or our affiliates.

This Valuation Report, its contents and the results herein are specific to (i) the purpose of valuation agreed as per the terms of our engagement; and (ii) the date of this Valuation Report. Further, based on the carved out balance sheet of the Target Business as on 31 March 2017 ("Period end Balance Sheet").

A valuation of this nature is necessarily based on (a) representations from the Management, financial, economic and other conditions in general and industry trends in particular as in effect on and (b) the information made available to us as of, the date hereof. Events occurring after the date hereof may affect this Valuation Report and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this Valuation Report.

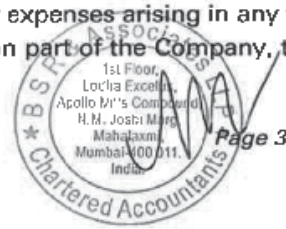
This Valuation Report only represent our recommendation based upon information received from the Company till 4 June 2017 and other sources and the said

recommendation shall be considered to be in the nature of non-binding advice. Further, Valuation is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgment. There is, therefore, no indisputable single value. While we have provided our recommendation of the Valuation of the Target Business based on the information available to us and within the scope and constraints of our engagement, others may have a different opinion as to the Valuation. You acknowledge and agree that you have the final responsibility for the determination of the valuation at which the Proposed Transfer shall take place and factors other than our Valuation Report will need to be taken into account in determining the Valuation.

In the course of the Valuation, we were provided with both written and verbal information/guidance, including market, technical, financial and operating data. In accordance with the terms of our engagement, we have assumed and relied upon, without independent verification, (i) the accuracy of the information that was publicly available and formed a substantial basis for this Valuation Report and (ii) the accuracy of information made available to us by the Company. We have not carried out a due diligence or audit of the Target Business for the purpose of this engagement, nor have we independently investigated or otherwise verified the data provided. We are not legal or regulatory advisors with respect to legal and regulatory matters for the Proposed Transfer. We do not express any form of assurance that the financial information or other information as prepared and provided by the Company is accurate. Also, with respect to explanations and information sought from the Company, we have been given to understand by the Company that they have not omitted any relevant and material factors and that they have checked the relevance or materiality of any specific information to the present exercise with us in case of any doubt. Accordingly, we do not express any opinion or offer any form of assurance regarding its accuracy and completeness.

Our conclusions are based on these assumptions and information given by/ on behalf of the Company. The Management has indicated to us that it has understood that any omissions, inaccuracies or misstatements may materially affect our valuation analysis/results. Accordingly, we assume no responsibility for any errors in the information furnished by the Company and its impact on the Valuation Report. Also, we assume no responsibility for technical information (if any) furnished by the Company. However nothing has come to our attention to indicate that the information provided was materially mis-stated/ incorrect or would not afford reasonable grounds upon which to base the Valuation Report. We do not imply and it should not be construed that we have verified any of the information provided to us, or that our inquiries could have verified any matter, which a more extensive examination might disclose.

In no event shall we be liable for any loss, damages, cost or expenses arising in any way from fraudulent acts, misrepresentations or willful default on part of the Company, their



directors, employees or agents. In no circumstances shall the liability of B S R, its partners, its directors or employees, relating to the services provided in connection with the engagement set out in this Valuation Report shall exceed the amount paid to B S R in respect of the fees charged by it for these services.

The Valuation Report assumes that the Company and Target Business comply fully with relevant laws and regulations applicable in all its areas of operations unless otherwise stated, and that the Target Business will be managed in a competent and responsible manner. Further, except as specifically stated to the contrary, this Valuation Report has given no consideration to matters of a legal nature, including issues of legal title and compliance with local laws, and litigation and other contingent liabilities that are not recorded in Period end Balance Sheets of the Target Business. Our conclusion of value assumes that the assets and liabilities of the Target Business, reflected in their respective latest balance sheets remain intact as of the Valuation Report date.

This Valuation Report does not address the relative merits of the Proposed Transfer as compared with any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available.

No investigation of the Company's claim to title of assets has been made for the purpose of this Valuation Report and the Company's claim to such rights has been assumed to be valid. No consideration has been given to liens or encumbrances against the assets, beyond the loans disclosed in the accounts. Therefore, no responsibility is assumed for matters of a legal nature.

The fee for the Engagement is not contingent upon the results of the Valuation Report.

We owe responsibility to the Company which has retained us, and nobody else. We will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of the other. We do not accept any liability to any third party in relation to the issue of this Valuation Report. This Valuation Report is not a substitute for the third party's own due diligence/ appraisal/ enquiries/ independent advice that the third party should undertake for his purpose. It is understood that this analysis does not represent a fairness opinion.

Neither the Valuation Report nor its contents may be referred to or quoted in any registration statement, prospectus, offering memorandum, annual report, loan agreement or other agreement. Further, it cannot be used for purpose other than in connection with the Proposed Transfer, without out prior consent. In addition, this Valuation Report does not in any manner address the prices at which Proposed Transfer will take place and we express no opinion or recommendation as to how the shareholders of either Company should vote at any shareholders meeting(s) to be held in connection with the Proposed Transfer.



SOURCES OF INFORMATION

In connection with preparing this Valuation Report, we have received the following information from the Management:

- Unaudited carved out Balance Sheet pertaining to the Target Business for FY 2017;
- Projected cash flows for the Target Business from 1 April 2017 to 31 March 2053 (Management Business Plan);
- Interviews and discussions with the Management to augment our knowledge of the Target Business;
- Other information, explanations and representations that were required and provided by the Management;
- For our analysis, we have relied on published and secondary sources of data, whether or not made available by Management. We have not independently verified the accuracy or timeliness of the same; and
- Such other analysis, review and enquires, as we considered necessary.

APPROACH - BASIS OF TRANSFER

The Proposed Transfer contemplates the transfer of Target Business to a new Subsidiary pursuant to the Scheme.

There are several commonly used and accepted methods for determining the valuation of Target Business, which have been considered in the present case, to the extent relevant and applicable, including:

1. Comparable Companies' Multiples and Transaction multiples method
2. Market Price method
3. Discounted Cash Flows method
4. Net Asset Value method

It should be understood that the valuation of any business or its assets is inherently imprecise and is subject to certain uncertainties and contingencies, all of which are difficult to predict and are beyond our control. In performing our analysis, we made numerous assumptions with respect to industry performance and general business and economic conditions, many of which are beyond the control of the Company/ Target Business. In addition, this valuation will fluctuate with changes in prevailing market conditions, the conditions and prospects, financial and otherwise, of the Target Business, and other factors which generally influence the valuation of companies and their assets.

The application of any particular method of valuation depends on the purpose for which the valuation is done. Although different values may exist for different purposes, it

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cannot be too strongly emphasized that a Valuer can only arrive at one value for one purpose. Our choice of methodology of valuation has been arrived at using usual and conventional methodologies adopted for Proposed Transfer of a similar nature and our reasonable judgment, in an independent and bona fide manner based on our previous experience of assignments of a similar nature.

Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple method

Under this method, value of the Target Business is arrived at by using multiples derived from valuations of comparable companies, as manifest through stock market valuations of listed companies. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation. Relevant multiples need to be chosen carefully and adjusted for differences between the circumstances.

We have screened and analysed comparable companies listed in India having business operations similar to Target Business. However, we have not considered the comparable companies method as the Target Business is specific to one particular plant which is not directly comparable to any listed companies. The listed companies have a portfolio of plants which are currently at different stages of operations. Similarly, many of them run on alternate source of fuel as well. However, for the limited purpose of computing WACC, we have considered beta and debt equity ratio of companies with similar business profile to that of Target Business in India.

We have analyzed recent transactions in the power industry to ascertain their comparability with the Target Business. However, we have not considered comparable transaction method for the Valuation due to non-availability of complete details on comparable transactions in public domain. Further, before considering any comparable transaction it is necessary to understand the different purpose of investment, transaction rationale and synergy benefits etc., since different control premiums and minority discounts may be embedded in transaction values.

Market Price Method

The market price of an equity share as quoted on a stock exchange is normally considered as the value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded in. Though APL is a listed entity, we are valuing the Target Business (part of the listed company) and therefore, the market price cannot be specifically attributed to the Target Business. Hence this method has not been considered for valuation of Target Business.



Discounted Cash Flows ("DCF") Method

Discounted Cash Flow Method ("DCF Method") is a form of the income approach that is commonly used to value businesses or equity interests.

Under the DCF method, the projected free cash flows to the business are discounted at the weighted average cost of capital. The sum of the discounted value of such free cash flows is the value of the business.

Discounted cash flow methodology typically requires the forecast period to be of such a length to enable the business to achieve a stabilized level of earnings, or to be reflective of an entire operation cycle for more cyclical industries.

The rate at which the future cash flows are discounted ("the discount rate") should reflect not only the time value of money, but also the risk associated with the business' future operations. The discount rate employed is Weighted Average Cost of Capital ("WACC") reflecting an optimal as opposed to actual financing structure.

We have applied the DCF method for valuing the Target Business on a standalone basis using past trends, longer term forecasts based on past and current financial trends and general economy and industry outlook. The DCF method incorporates all factors relevant to business e.g., current and future competitive position, financial and business risks, etc., where the estimated cash flows of the business used for valuation take cognizance of these factors.

Using the DCF analysis involves determining the following:

Estimating future free cash flows:

Free cash flows are the cash flows expected to be generated by the Target Business that are available to all providers of the company's capital – both debt and equity.

Appropriate discount rate to be applied to cash flows i.e. the cost of capital.

This discount rate, which is applied to the free cash flows, should reflect the opportunity cost to all the capital providers (namely shareholders and lenders), weighted by their relative contribution to the total capital of the company. The opportunity cost to the equity capital provider equals the rate of return the capital provider expects to earn on other investments of equivalent risk.

We have considered the forecast free cash flow of Target Business based on Management Business Plan as provided by the Management. We must emphasize that realisations of free cash flow forecast will be dependent on the continuing validity of assumptions on which they are based. Our analysis, therefore, will not, and cannot be directed to providing any assurance about the achievability of the final projections. Since the financial forecasts relate to future, actual results are likely to be different from the projected results because events and circumstances do not occur as expected, and the differences may be material. While carrying out this engagement, we have relied extensively on historical information made available to us by the Management and the Management Business Plan for future related information. We did not carry out any validation procedures or due diligence with respect to the information provided/

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extracted or carry out any verification of the assets or comment on the achievability and reasonableness of the assumptions underlying the Management Business Plan, save for satisfying ourselves to the extent possible that they are consistent with other information provided to us in the course of this engagement.

Detailed working of DCF has been provided separately.

To arrive at the net value of the Target Business, the value arrived under DCF method is adjusted for the value of borrowings and cash and cash equivalents.

Net Asset Value (NAV) Method

The asset based valuation technique is based on the value of the underlying net assets of the business, either on a book value basis or realizable value basis or replacement cost basis. Under the Net Asset Value approach, total value is based on the sum of book values as recorded on the balance sheet of the Undertakings as on the Valuation Date.

We have not used Net Asset Value method for valuing the Target Business as net worth may not be representative of the ongoing value of the operating business.

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VALUATION SUMMARY

The basis of transfer of the Target Business have to be determined after taking into consideration all the factors and methodologies mentioned hereinabove.

Our understanding is that the Proposed Transfer is an internal transfer to the subsidiary of APL only. In light of this, the final shareholders being remaining the same, there is no loss of economic interest to any of the shareholders.

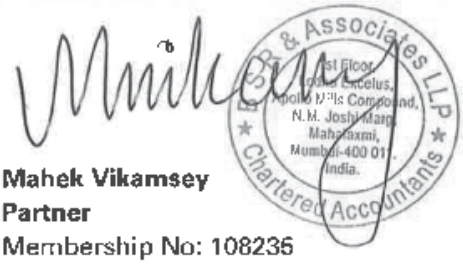
Based on the factors discussed and outlined above, the valuation of the Target Business for the purpose of transfer is as follows:

Enterprise value of the Plant	**224,748**
Less: Debt	(217,718)
Less: Debt like Items	(9,347)
Add: Cash and cash equivalents	3,378
Value of Plant post Debt & Cash	**1,060**

Figures in INR mn

Respectfully submitted.

For B S R & Associates LLP
Chartered Accountants
Firm Registration No: 116231W



Mahek Vikamsey
Partner
Membership No: 108236
Dated: 6 June 2017

FAIRNESS OPINION

JM FINANCIAL

STRICTLY CONFIDENTIAL

June 6, 2017

The Board of Directors,
Adani Power Limited
Achalraj,
Opposite Mayor Bungalow, Law Garden
Ahmedabad - 380 006, Gujarat, India

Ladies / Gentlemen:

We refer to the engagement letter dated May 24, 2017 ("**Engagement Letter**") whereby Adani Power Limited ("**Transferor Company**" or "**APL**" or "**Company**") has engaged JM Financial Institutional Securities Limited ("**JM Financial**"), *inter alia,* to provide a fairness opinion to the Company on the valuation report dated June 6, 2017 ("**Valuation Report**") issued by B S R & Associates LLP (the "**Valuer**") for the proposed transfer and vesting of Mundra Power Generating Undertaking (as defined below) to Adani Power (Mundra) Limited ("APML" or "Transferee Company") as a going concern on slump exchange basis vide a scheme of arrangement under the provisions of Sections 230 to Section 232 and other applicable provisions of the Companies Act, 2013 ("**Proposed Scheme**"). We understand that the Proposed Scheme will be considered by the Board of Directors of APL.

Company Background and Purpose

APL is a public limited company incorporated under the Companies Act 1956. The Company is, *inter alia*, primarily engaged in the business of generating power. The equity shares of the Company ("**Equity Shares**") are listed on the BSE Limited ("**BSE**") and the National Stock Exchange of India Limited ("**NSE**" and together with the BSE, the "**Stock Exchanges**").

APML is a public limited company incorporated under the provisions of the Companies Act, 2013. The Transferee Company is, *inter alia*, engaged in the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. The Transferor Company along with its wholly owned subsidiary, Adani Power (Jharkhand) Limited, holds 100% of the paid-up equity share capital of the Transferee Company (the Transferor Company and Adani Power (Jharkhand) Limited hold 99% and 1%, respectively, in the paid-up equity share capital of the Transferee Company).

The Company has appointed the Valuer to determine the valuation of Mundra Power Generating Undertaking ("**Valuation**") and has in terms of the Engagement Letter requested us to examine the Valuation Report issued by the Valuer and other related information provided by the Company and issue our independent opinion as to the fairness of the Valuation ("**Fairness Opinion**") as per the requirements of the SEBI circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ("**SEBI Circular**").

All terms not specifically defined in this Fairness Opinion shall carry the same meaning as in the Proposed Scheme.

Brief Background of the Proposed Scheme

The Transferor Company has set-up and commissioned 4,620 MW thermal power plant in the multi product Special Economic Zone at Mundra, District Kutch, Gujarat being developed by Adani Ports and Special Economic Zone Limited. Pursuant to the approval granted by the Government of India, Ministry

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Corporate Identity Number : U65192MH1995PLC092522
7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025.
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of Commerce & Industry, Department of Commerce, the 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 (**"Mundra Power Generating Undertaking"**).

APL under the Proposed Scheme is desirous of transferring Mundra Power Generating Undertaking to APML as a "going concern" on a slump exchange basis under the proposed Scheme of Arrangement for a lump sum consideration in the form of issuance of equity shares by the Transferee Company to the Transferor Company.

The Transferor Company was originally envisaged to be a power generating company but over the period, it has two distinct activities, i.e. investments and power generation. The Transferor Company proposes to separate the two by effecting slump exchange of its Mundra Power Generating Undertaking on a going concern basis to the Transferee Company in order to enhance the focus of the two distinct activities.

Separation of the Mundra Power Generating Undertaking into the Transferee Company will also put it at par with the other operating subsidiaries of the Transferor Company, with independent strategic focus and specific financial arrangements.

The proposed transfer under the scheme will also create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

We understand that the consideration at which the Mundra Power Generating Undertaking is proposed to be transferred under the Scheme is determined to be Rs. 106 crore which shall be discharged by way of issuance of equity shares by the Transferee Company to the Transferor Company.

Source of Information

For the said examination and for arriving at the opinion set forth below, we have received:

1. Valuation Report issued by the Valuer;
2. Draft of the Proposed Scheme;
3. Projected cash flows for the Mundra Power Generating Undertaking (Management Business Plan); and
4. Necessary explanations and information from the representatives of APL.

Scope Limitations

We have assumed and relied upon, without independent verification, the accuracy and completeness of all information that was publicly available or provided or otherwise made available to us by the Company for the purposes of this Fairness Opinion. We express no opinion and accordingly accept no responsibility with respect to or for such information, or the assumptions on which it is based. We have not assumed any obligation to conduct, nor have we conducted any physical inspection or title verification of the properties or facilities of the Company & APML and neither express any opinion with respect thereto nor accept any responsibility therefore. We have not made any independent valuation or appraisal of the assets or liabilities of the Company or APML, nor have we been furnished with any such appraisals. We have not reviewed any internal management information statements or any non-public reports, and

instead, with your consent, have relied upon information that was publicly available or provided or otherwise made available to us by the Company & APML for the purposes of this Fairness Opinion. We are not experts in the evaluation of litigation or other actual or threatened claims and accordingly we have not evaluated any litigation or other actual or threatened claims. In addition, we have assumed that the Proposed Scheme will be approved by regulatory authorities and that the Proposed Scheme will be consummated substantially in accordance with the terms set forth in the Proposed Scheme. We have assumed that there are no other contingent liabilities or circumstances that could materially affect the business or financial prospects of the Company or APML, other than those disclosed in the information provided or considered in the Proposed Scheme.

We understand that the management of the Company and, during our discussion with them, would have drawn our attention to all such information and matters which may have an impact on our analysis and opinion. We have assumed that in the course of obtaining necessary regulatory or other consents or approvals for the Proposed Scheme, no restrictions will be imposed or there will be no delays that will have a material adverse effect on the benefits of the Proposed Scheme that may have been contemplated. Our opinion is necessarily based on financial, economic, market and other conditions as they currently exist and on the information made available to us as of the date hereof. It should be understood that although subsequent developments may affect this opinion, we do not have an obligation to update, revise or reaffirm this opinion. In arriving at our opinion, we were not authorized to solicit, and did not solicit, interest from any party with respect to the acquisition, business combination or other extraordinary transaction involving the Company or any of its assets, nor did we negotiate with any other party in this regard.

In the ordinary course of business, the JM Financial group is engaged in securities trading, securities brokerage and investment activities, as well as, providing investment banking and investment advisory services. In the ordinary course of its trading, brokerage and financing activities, any member of the JM Financial group may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities or senior loans of any company that may be involved in the Proposed Scheme.

We express no opinion whatsoever and make no recommendation at all as to the Company's underlying decision to effect the Proposed Scheme or as to how the holders of equity shares or secured or unsecured creditors of Company should vote at their respective meetings held in connection with the Proposed Scheme. We do not express and should not be deemed to have expressed any views on any other terms of the Proposed Scheme. We also express no opinion, and accordingly, accept no responsibility for or as to the price at which the equity shares of Company will trade following the announcement of the Proposed Scheme or as to the financial performance of the Company or APML following the consummation of the Proposed Scheme. We express no opinion whatsoever and make no recommendations at all (and accordingly take no responsibility) as to whether shareholders / investors should buy, sell or hold any stake in the Company or any of its related parties (holding company / subsidiary /associates etc).

Conclusion

Based on the fact that the transaction involves a slump exchange of the business undertaking from APL into APML (APL along with its wholly owned subsidiary owns 100% of the equity share capital of APML) and our examination of the Valuation Report, such other information / undertakings / representations provided to us by the Company and our independent analysis and evaluation of such information and subject to the scope limitations as mentioned hereinabove and to the best of our

knowledge and belief, we are of the opinion that the consideration value of Rs. 106 crore determined for the transfer of the Mundra Power Generating Undertaking is fair.

Distribution of the Fairness Opinion

The Fairness Opinion is addressed to the Board of Directors of the Company solely for the purpose of providing them with an independent opinion on the fairness of the Valuation as determined by the Valuer and for the purpose of submission to the Stock Exchanges, National Company Law tribunal along with the petition for the Proposed Scheme and such other applicable regulatory authorities under SEBI Circular and/ or the Companies Act, 2013. The Fairness Opinion shall not be disclosed or referred to publicly or to any other third party, other than as required by Indian law (in which case you would provide us a prior written intimation) without our prior written consent. The Fairness Opinion should be read in totality and not in parts. Further, this Fairness Opinion should not be used or quoted for any purpose. If this Fairness Opinion is used by any person other than to whom it is addressed or for any purpose other than the purpose stated hereinabove, then, we will not be liable for any consequences thereof. In no circumstances however, will JM Financial or its directors, officers, employees and controlling persons of JM Financial accept any responsibility or liability including any pecuniary or financial liability to any third party. Neither this Fairness Opinion nor its contents may be referred to or quoted to / by any third party, in any registration statement, prospectus, offering memorandum, annual report, loan agreement or any other agreement or documents given to third parties.

Yours truly,

For **JM Financial Institutional Securities Limited**

Authorized Signatory

OBSERVATION LETTER FROM BSE

DCS/AMAL/MR/R37/865/2017-18 July 14, 2017

The Company Secretary
ADANI POWER LTD.
Shikhar near Adani House,
Mithakhali Six Roads, Navrangpura,
Ahmedabad, Gujarat, 380009.

Sir,

Sub: Observation letter regarding the Draft Scheme arrangement between Adani Power and Adani Power (Mundra) Limited.

We are in receipt of Draft Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors filed as required under SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017; SEBI vide its letter dated July 14, 2017, has inter alia given the following comment(s) on the draft scheme of arrangement:

- **Company shall ensure that applicable information pertaining to unlisted entity APML is included in the format specified for abridged prospectus as specified in the circular.**
- **"Company shall duly comply with various provisions of the Circulars."**
- **"Company shall ensure that additional information, if any, submitted by the Company, after filing the Scheme with the Stock Exchange, from the date of receipt of this letter is displayed on the websites of the listed company."**
- **"Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT."**
- **"It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments / observations / representations."**

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised

- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website.
- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to these matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble NCLT.

Kindly note that as required under Regulation 37(3) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the validity of this Observation Letter shall be six months from the date of this Letter, within which the scheme shall be submitted to the NCLT. Further, pursuant to the above SEBI circulars, upon sanction of the Scheme by the Hon'ble NCLT, the listed company shall submit to the stock exchange the following:

- Copy of the NCLT approved Scheme;
- Result of voting by shareholders for approving the Scheme.

- Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
- Copy of the observation letter issued by all the Stock Exchanges where Company is listed.

- Status of compliance with the Observation Letter/s of the stock exchanges;
- The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
- Complaints Report as per Annexure II of this Circular.
- Any other document/disclosure as informed by the Exchange.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,

Nitin Rujari
Manager

OBSERVATION LETTER FROM NSE

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

Ref: NSE/LIST/12051

July 14, 2017

The Company Secretary
Adani Power Limited
Shikhar, Near Adani House,
Mithakhali Six Roads, Navrangpura,
Ahmedabad – 380009

Kind Attn: Mr. Deepak Pandya

Dear Sir,

Sub: Observation letter for Scheme of Arrangement between Adani Power Limited (Transferor Company) and Adani Power (Mundra) Limited (Transferee Company) and their respective shareholders & creditors.

This has reference to Scheme of Arrangement between Adani Power Limited (Transferor Company) and Adani Power (Mundra) Limited (Transferee Company) and their respective shareholders & creditors submitted to NSE on June 12, 2017.

Based on our letter reference no Ref: NSE/LIST/12493 submitted to SEBI and pursuant to SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, SEBI has vide letter dated July 14, 2017, has given following comments on the draft Scheme of Amalgamation:

1. *Company to ensure that applicable information pertaining to unlisted entity APML is included in the format specified for abridged prospectus as specified in the circular.*

2. *Company to ensure that additional information, if any, submitted after filing the scheme with the Stock Exchanges, shall be displayed from the date of receipt of this letter on the website of the listed company.*

3. *Company shall duly comply with various provisions of the circulars.*

4. *Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT.*

5. *It is to be noted that the petitions are filed by the Company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments /observations /representations.*

Based on the draft scheme and other documents submitted by the Company, including undertaking given in terms of regulation 11 of SEBI (LODR) Regulation, 2015, we hereby convey our "No-objection" in terms of regulation 94 of SEBI (LODR) Regulation, 2015, so as to enable the Company to file the draft scheme with the National Company Law Tribunal.

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Listing Regulations, Guidelines/ Regulations issued by statutory authorities.

1.

Regd. Office: Exchange Plaza, Plot No. C/1, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051, India.
CIN: U67120MH1992PLC069769 • Tel: +91 22 26598100 / 66418100 • Fax: +91 22 26598120 Web site: www.nseindia.com

The validity of this "Observation Letter" shall be six months from July 14, 2017, within which the Scheme shall be submitted to the NCLT. Further pursuant to the above cited SEBI circulars upon sanction of the Scheme by NCLT, you shall submit to NSE the following:

a) Copy of Scheme as approved by the NCLT;
b) Result of voting by shareholders for approving the Scheme;
c) Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme,
d) Status of compliance with the Observation Letter/s of the stock exchanges.
e) The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
f) Complaints Report as per SEBI Circular No.CFD/DIL3/CIR/2017/21 dated March 10, 2017.

Yours faithfully,
For National Stock Exchange of India Limited

Kautuk Upadhyay
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL http://www.nseindia.com/corporates/content/further_issues.htm

COMPLAINT REPORTS SENT TO BSE AND NSE

adani

10th July, 2017

BSE Limited
Floor 25, P J Towers,
Dalal Street,
Mumbai – 400 001
Scrip Code: 533096

Sub: Application for grant of approval under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Ref: Complaints Report as per SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017

Dear Sir,

This is in reference to our application under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for the proposed Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors ("Scheme").

Please find enclosed herewith details of Complaints received by the Company on the draft Scheme during the 21 days period from the date of filling of draft Scheme with Stock Exchanges (12th June, 2017) and hosting of draft Scheme along with other documents on the website of the Company (13th June, 2017) and the BSE Limited (14th June, 2017) i.e. upto 5th July, 2017.

Kindly take the same on your record and provide us necessary "No Objection" at the earliest to enable us to file the Scheme of Arrangement with National Company Law Tribunal, Bench at Ahmedabad.

Thanking you,

Yours faithfully,
For, **Adani Power Limited**

Deepak Pandya
Company Secretary & Compliance Officer

Encl: a/a

Adani Power Ltd
Ashaliaj
Opp. Mayor Bunglow, Law Garden,
Ahmedabad – 380 006
Gujarat, India
CIN: L40100GJ1996PLC030533

Tel +91 79 2555 7555
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info@adani.com
www.adanipower.com

Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India

adani

Complaints Report

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by stock exchanges	Nil
3.	Total Number of complaints / comments received (1+2)	Nil
4.	Number of complaints resolved	Not Applica ble
5.	Number of complaints pending	Not Applica ble

Part B

Sr. No.	Name of complainant	Date of Complaint	Status(Resolved/Pending)
1.	Not Applicable		

For, **Adani Power Limited**

Deepak Pandya
Company Secretary & Compliance Officer

Date: 10th July, 2017
Place: Ahmedabad

Adani Power Ltd
Achalraj
Opp. Mayor Bunglow, Law Garden,
Ahmedabad – 380 006
Gujarat, India
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adani

11th July, 2017

National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051

Scrip Code: ADANIPOWER

Sub: Application for grant of approval under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Ref: Complaints Report as per SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017

Dear Sir,

This is in reference to our application under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for the proposed Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors ("Scheme").

Please find enclosed herewith details of Complaints received by the Company on the draft Scheme during the 21 days period from the date of filling of draft Scheme with Stock Exchanges (12th June, 2017) and hosting of draft Scheme along with other documents on the website of the Company (13th June, 2017) and National Stock Exchange of India Limited (19th June, 2017) i.e. upto 10th July, 2017.

Kindly take the same on your record and provide us necessary "No Objection" at the earliest to enable us to file the Scheme of Arrangement with National Company Law Tribunal, Bench at Ahmedabad.

Thanking you,

Yours faithfully,
For, **Adani Power Limited**

Deepak Pandya
Company Secretary & Compliance Officer

Encl: a/a

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adani

Complaints Report

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by stock exchanges	Nil
3.	Total Number of complaints / comments received (1+2)	Nil
4.	Number of complaints resolved	Not Applicable
5.	Number of complaints pending	Not Applicable

Part B

Sr. No.	Name of complainant	Date of Complaint	Status(Resolved/Pending)
1.	Not Applicable		

For, **Adani Power Limited**

Deepak Pandya
Company Secretary & Compliance Officer

Date: 11th July, 2017
Place: Ahmedabad

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SUMMARY OF VALUATION REPORT INCLUDING THE BASIS OF VALUATION

ANNEXURE - 'L'

92

SUMMARY OF VALUATION REPORT INCLUDING THE BASIS OF VALUATION

Adani Power Limited	Adani Power (Mundra) Limited
Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009 CIN: L40100GJ1996PLC030533	Registered Office: Adani House, Nr. Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009 CIN: U40300GJ2015PLC082295

Background:

- Adani Power Limited ("Transferor Company") is engaged in the business of generating power and for the said purpose has set-up and commissioned 4,620 MW thermal power plant (comprising of 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, Gujarat and for specified end use of the 5 units out of the aforesaid 9 units, the Government of India has allocated Jitpur coal block located in the State of Jharkhand to the Transferor Company. The aforesaid business activities are hereinafter referred to as "Mundra Power Generation Business".

- Adani Power (Mundra) Limited ("Transferor Company") has been incorporated with an object to, inter alia, carry on the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. Presently, no business is being carried out by the Transferee Company.

- The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to the distinct activities.

- Accordingly, the Scheme under Sections 230 to 232 read with Sections 13, 52, 61 and 66 of the Act (as defined hereinafter) and other relevant provisions of the Act for the transfer and vesting of the Mundra Power Generation Undertaking of the Transferor Company to the Transferee Company with effect from the Appointed Date i.e. 31st March, 2017, as a going concern on a Slump Exchange basis; reduction of securities premium account of the Transferor Company; increase in the authorised share capital of the Transferee Company; and for matters

Adani power Ltd

Vneet

ADANI POWER (MUNDRA) LTD

consequential, incidental, supplemental and/or otherwise integrally connected therewith.

Basis of Valuation:

- S S R & Associates LLP, independent chartered accountants had carried out valuation on the basis of Net Asset Value (NAV) Method, Discounted Cash Flows (DCF) Method, Market Price Method and Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple Method in arriving at the valuation of Mundra Power Generating Business Undertaking of the Transferor Company for INR 106 Crores.

- Based on the valuation report, the Board of Directors approved the lump sum consideration of INR 106 Crores and vesting of Mundra Power Generating Business Undertaking to the Transferee Company.

Fairness Opinion:

- JM Financial Institutional securities Limited, a category I Merchant Banker has concluded that the lump sum consideration of INR 106 Crores in respect of Mundra Power Generating Business Undertaking of Transferor Company is fair.

For, Adan Power Limited

Vneet S Jaain
Whole Time Director

For, Adani Power (Mundra) Limited

Rajiv Kumar Rustagi
Chairman and Director

Date: 15th July, 2017
Place: Ahmedabad

REPORT ADOPTED BY THE DIRECTORS OF ADANI POWER LIMITED

adani

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF ADANI POWER LIMITED AT ITS MEETING HELD ON TUESDAY, 6TH DAY OF JUNE, 2017 EXPLAINING THE EFFECT OF SCHEME OF ARRANGEMENT ON EQUITY SHAREHOLDERS, SECURED / UNSECURED CREDITORS, KEY MANAGERIAL PERSONNEL, PROMOTERS, NON-PROMOTERS SHAREHOLDERS

1. Background

1.1. The proposed Scheme of Arrangement for slump exchange of Mundra Power Generation Undertaking situated at Mundra, Gujarat by Adani Power Limited ('Transferor Company') to its subsidiary company namely, Adani Power (Mundra) Limited ('Transferee Company') and their respective shareholders and creditors ('the Scheme') was approved by the Board of Directors of the Transferor Company vide resolution dated 6th day of June 2017. Provisions of Section 232(2)(c) of the Companies Act, 2013 requires the Directors to adopt a report explaining the effect of arrangement on equity shareholders, key managerial personnel (KMPs), promoters and non-promoter shareholders of the Transferor Company laying out in particular the share exchange ratio and the same is required to be circulated to the equity shareholders.

1.2. This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Companies Act, 2013.

1.3. The Board of Directors took note of the following:

1.3.1. Draft Scheme duly initialed by the Company Secretary for the purpose of identification;

1.3.2. Valuation Report dated 6th day of June 2017 of BSR & Associates LLP, (the "Valuer"), independent chartered accountants describing the methodology adopted by them in arriving at the valuation of Mundra Power Generation Undertaking ("Valuation Report");

1.3.3. Fairness Opinion dated 6th day of June 2017 prepared by JM Financial Institutional Securities Limited, a Category I Merchant Banker, providing the Fairness Opinion on the valuation of Mundra Power Generation Undertaking ("Fairness Opinion") as recommended by the Valuer;

1.3.4. Report of the Audit Committee of the Board of Directors of the Transferor Company dated 6th day of June 2017;

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1.3.5. Summary of the Valuation Report along with the basis of such valuation.

2. Effect of the Scheme on shareholders, key managerial personnel, promoters and non-promoter shareholders

2.1. Under the Scheme, an arrangement is sought to be entered into between the Transferor Company and its equity shareholders (promoter shareholders and non-promoter shareholders). On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

2.2 In respect of the Scheme, an arrangement is sought to be entered into between the Transferor Company and its creditors though no liabilities of the creditors of the Transferor Company is being reduced or being extinguished under the Scheme.

2.3. As on date, the Transferor Company has no outstanding towards any public deposits and therefore, the effect of the Scheme on any such public deposit holders or deposit trustees do not arise.

2.4. Under the Scheme, no arrangement is sought to be entered into between the Transferor Company and its debenture holders (unsecured). No rights of the debenture holders of the Transferor Company are being affected pursuant to the transfer of Mundra Power Generation Undertaking. The debenture trustees appointed for the different series of debentures shall continue to remain the debenture trustees.

2.5. Under clause 9 of Part II of the Scheme, on and from the Effective Date, the Transferee Company undertakes to engage the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, on the same terms and conditions on which they are engaged by the Transferor Company without any interruption of service and in the same manner as provided under clause 9 of Part II of the Scheme. In the circumstances, the rights of the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, would in no way be affected by the Scheme. Further, the employees engaged in the Remaining Business of the Transferor Company shall continue to be the employees of the Transferor Company.

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2.6. There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferor Company.

2.7. Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferor Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent of the equity shares held by them in the Transferor Company and/or to the extent of their shareholding as nominees in the Transferee Company and/or to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme. The individual shareholding of each of the said Directors, Key Managerial Personnel and their respective relatives, is less than 2% of the paid-up share capital of the Transferor Company.

3. Valuation:

3.3. BSR & Associates LLP (the "Valuer"), independent chartered accountants had carried out valuation on the basis of Net Asset Value (NAV) Method, Discounted Cash Flows (DCF) Method, Market Price Method and Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple Method in arriving at the valuation of Mundra Power Generation Undertaking of the Transferor Company for INR 106 Crores.

Based on the valuation report, the Board of Directors approved the lump sum consideration of INR 106 Crores and vesting of Mundra Power Generation Undertaking to the Transferee Company.

3.4. No special valuation difficulties were reported.

By order of the Board
For Adani Power Limited

Gautam S. Adani
Chairman

Date: 06.06.2017

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Opp Mayor Bungalow, Law Garden
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REPORT ADOPTED BY THE DIRECTOR OF ADANI POWER (MUNDRA) LIMITED

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REPORT ADOPTED BY THE BOARD OF DIRECTORS OF ADANI POWER (MUNDRA) LIMITED AT ITS MEETING HELD ON TUESDAY, 6TH DAY OF JUNE, 2017 EXPLAINING THE EFFECT OF SCHEME OF ARRANGEMENT ON EQUITY SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS, NON-PROMOTERS SHAREHOLDERS

1. **Background**

1.1. The proposed Scheme of Arrangement for slump exchange of Mundra Power Generation Undertaking situated at Mundra, Gujarat by Adani Power Limited ('Transferor Company') to Adani Power (Mundra) Limited ('Transferee Company') and their respective shareholders and creditors ('the Scheme') was approved by the Board of Directors of the Transferor Company vide resolution dated 6th day of June 2017. Provisions of Section 232(2)(c) of the Companies Act, 2013 requires the Directors to adopt a report explaining the effect of arrangement on equity shareholders, key managerial personnel (KMPs), promoters and non-promoter shareholders of the Transferee Company laying out in particular the share exchange ratio and the same is required to be circulated to the equity shareholders.

1.2. This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Companies Act, 2013.

1.3. The Board of Directors took note of the following:

1.3.1. Draft Scheme duly initialed by the Company Secretary for the purpose of identification;

1.3.2. Valuation Report dated 6th day of June 2017 of BSR & Associates LLP, (the "Valuer"), independent chartered accountants describing the methodology adopted by them in arriving at the valuation of Mundra Power Generation Undertaking ("Valuation Report");

1.3.3. Fairness Opinion dated 6th day of June 2017 prepared by JM Financial Institutional Securities Limited, a Category 1 Merchant Banker, providing the Fairness Opinion on the valuation of Mundra Power Generation Undertaking ("Fairness Opinion") as recommended by the Valuer;

1.3.4. Report of the Audit Committee of the Board of Directors of the Transferee Company dated 6th day of June 2017;

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Gujarat, India.
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adani

1.3.5. Summary of the Valuation Report along with the basis of such valuation.

2. Effect of the Scheme on shareholders, key managerial personnel, promoters and non-promoter shareholders

2.1. Under the Scheme, an arrangement is sought to be entered into between the Transferee Company and its equity shareholders. On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

2.2. Under the Scheme there is no arrangement with the creditors of the Transferee Company. The liability of the creditors of the Transferee Company, under the Scheme, is neither being reduced nor being extinguished. The creditors of the Transferee Company would not be prejudicially affected by the Scheme.

2.3. As on date, the Transferee Company has no outstanding towards any public deposits or debentures and therefore, the effect of the Scheme on any such public deposit holders or debenture holders or deposit trustees or debenture trustees do not arise.

2.4. The rights of the employees of the Transferee Company are in no way affected by the Scheme. The employees engaged by the Transferee Company shall continue to be employed by the Transferee Company.

2.5. There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferee Company.

2.6. Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferee Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the directors, members of the company that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme.

3. Valuation:

3.1. BSR & Associates LLP (the "Valuer"), independent chartered accountants had carried out valuation on the basis of Net Asset

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Value (NAV) Method, Discounted Cash Flows (DCF) Method, Market Price Method and Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple Method in arriving at the valuation of Mundra Power Generation Undertaking of the Transferor Company for INR 106 Crores.

Based on the valuation report, the Board of Directors approved the lump sum consideration of INR 106 Crores and vesting of Mundra Power Generation Undertaking to the Transferee Company.

3.2. No special valuation difficulties were reported.

By order of the Board
For Adani Power (Mundra) Limited

Rajiv Rustagi
Chairman

Date: 06.06.2017

Adani Power (Mundra) Ltd
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Opp. Mayor Bungalow, Law Garden
Ahmedabad – 380 006
Gujarat, India.
CIN : U40300GJ2015PLC082295

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www.adani.com

Registered Office: Adani House, Nr Mithakhali Six Roads, Navrangpura Ahmedabad 380 009, Gujarat, India

AUDITED FINANCIAL RESULTS OF THE TRANSFEROR COMPANY FOR THE PERIOD ENDED 31ST MARCH 2017

Deloitte Haskins & Sells

Chartered Accountants
19th floor, Shapath - V,
S G Highway,
Ahmedabad - 380 015,
Gujarat, India

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INDEPENDENT AUDITOR'S REPORT TO THE BOARD OF DIRECTORS OF ADANI POWER LIMITED

1. We have audited the accompanying Statement of Standalone Financial Results of **ADANI POWER LIMITED** ("the Company") for the year ended March 31, 2017 ("the Statement"), being submitted by the Company pursuant to the requirement of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as modified by Circular No. CIR/CFD/FAC/62/2016 dated July 05, 2016.

   This Statement, which is the responsibility of the Company's Management and approved by the Board of Directors, has been compiled from the related standalone Ind AS financial statements which has been prepared in accordance with the Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder ("Ind AS") and other accounting principles generally accepted in India. Our responsibility is to express an opinion on the Statement based on our audit of such standalone financial statements.

2. We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Statement is free from material misstatement.

   An audit involves performing procedures to obtain audit evidence about the amounts and the disclosures in the Statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the Statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of the accounting estimates made by the Management, as well as evaluating the overall presentation of the Statement.

   We believe that the audit evidence obtained by us is sufficient and appropriate to provide a basis for our audit opinion.

DELOITTE HASKINS & SELLS AHMEDABAD CHARTERED ACCOUNTANTS

3. In our opinion and to the best of our information and according to the explanations given to us and read along with emphasis of matter in paragraph 4 below, the Statement:

   (a) is presented in accordance with the requirements of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as modified by Circular No. CIR/CFD/FAC/62/2016 dated July 5, 2016; and

   (b) gives a true and fair view in conformity with the aforesaid Indian Accounting Standards and other accounting principles generally accepted in India of the net loss, total comprehensive loss and other financial information of the Company for the year ended March 31, 2017.

4. We draw attention to:

   (a) Note 7 to the Statement which describe the key sources of estimation uncertainties as at March 31, 2017 relating to the recoverability of the carrying amount of Property, Plant and Equipment of the Company.

   (b) Note 8 to the Statement. During the financial year ended March 31, 2017, the Company has incurred a loss (including exceptional items) of Rs.6,054.34 crores, and its current liabilities exceed its current assets by Rs.12,688.47 crores as at March 31, 2017. However, for the reasons stated in the note, the financial statements are prepared on going concern basis.

   Our opinion is not modified in respect of these matters.

5. The Statement includes the results for the Quarter ended March 31, 2017 being the balancing figure between audited figures in respect of the full financial year and the published year to date figures up to the third quarter, adjusted for the matter described in Note 6 to the Statement, of the current financial year which were subject to limited review by us.

For Deloitte Haskins & Sells
Chartered Accountants
(Registration No 117365W)

Kartikeya Raval

Kartikeya Raval
Partner
Membership No. 106189

Ahmedabad, 27 May, 2017

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ADANI POWER LIMITED

(CIN No : L40100GJ1996PLC030533)

Regd. Office: "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380009, Gujarat

Phone : 079-25557555; Fax : 079-25557177; Email : info@adani.com; Website : www.adanipower.com

AUDITED FINANCIAL RESULTS FOR THE QUARTER AND YEAR ENDED 31st MARCH, 2017

(₹ in Crores)

Sr. No.	Particulars	Standalone				
		3 Months ended on 31.03.2017	3 Months ended on 31.12.2016	3 Months ended on 31.03.2016	For the year ended on 31.03.2017	For the year ended on 31.03.2016
		Refer Note 13	(Unaudited)	Refer Note 13	(Audited)	(Audited)
1	**Income**					
	(a) Revenue from Operations	3,165.46	2,547.13	3,802.44	11,017.97	12,875.27
	(b) Other Income	230.00	172.56	131.50	735.22	522.73
	Total Income	3,395.46	2,719.69	3,933.94	11,753.19	13,398.00
2	**Expenses**					
	(a) Fuel Cost	2,141.65	1,866.05	1,685.88	7,190.72	6,818.45
	(b) Purchase of goods in trade	489.07	346.24	501.31	1,266.26	1,366.45
	(c) Employee benefits expense	43.55	41.69	35.88	181.66	189.28
	(d) Finance Cost	821.49	784.84	741.03	3,101.56	2,951.19
	(e) Depreciation & amortisation expense	396.24	244.26	408.90	1,120.72	1,137.26
	(f) Other Expenses	285.35	259.25	261.31	1,121.90	974.77
	Total expenses	4,177.35	3,542.33	3,634.31	13,982.82	13,437.40
3	**Profit / (Loss) from Operations before exceptional items (1-2)**	(781.89)	(822.64)	299.63	(2,229.63)	(39.40)
4	Add / (Less) : Exceptional Items	(3,907.94)	-	-	(3,907.94)	-
5	**Profit / (Loss) before tax (3+4)**	(4,689.83)	(822.64)	299.63	(6,137.57)	(39.40)
6	Tax expense					
	- Current Tax	-	0.03	(0.30)	0.03	(0.30)
	- Deferred Tax	-	-	83.26	(83.26)	(135.64)
7	**Net Profit / (Loss) after tax (5-6)**	(4,689.83)	(822.67)	216.67	(6,054.34)	96.54
8	Other Comprehensive Income					
	Items that will not be reclassified to profit or loss	1.81	(0.06)	29.99	1.63	20.36
9	**Total Comprehensive Income / (Loss) (after tax) (7+8)**	(4,688.02)	(822.73)	246.66	(6,052.71)	116.90
10	Paid up Equity Share Capital (Face Value ₹ 10 per share)	3,856.94	3,500.89	3,333.94	3,856.94	3,333.94
11	Other Equity excluding revaluation reserve	-	-	-	816.39	5,690.26
12	Debenture Redemption Reserve	-	-	-	-	-
13	Earnings / (Loss) Per Share (EPS) (₹) (Not annualised) (Face Value ₹ 10 per share)					
	Basic & Diluted EPS (In ₹)	(12.83)	(2.37)	0.69	(17.48)	0.32
14	Debt Equity Ratio ("DER")				5.25	2.66
15	Debt Service Coverage Ratio ("DSCR")				0.54	1.13
16	Interest Service Coverage Ratio ("ISCR")				0.73	1.56



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ADANI POWER LIMITED STANDALONE AUDITED FINANCIAL RESULTS FOR THE QUARTER AND YEAR ENDED 31ST MARCH, 2017

1. The Statement of Assets and Liabilities:

(₹ in Crores)

Particulars	As at 31st March, 2017 (Audited)	As at 31st March, 2016 (Audited)
ASSETS		
(1) Non-current Assets		
(a) Property, Plant and Equipment	22,711.79	23,791.19
(b) Capital Work-In-Progress	68.48	38.92
(c) Other Intangible Assets	5.86	5.71
(d) Financial Assets		
(i) Investment	7,662.08	7,662.08
(ii) Trade Receivable	-	-
(iii) Loans	5,970.92	4,647.21
(iv) Other Non-Current Financial Assets	11.80	292.60
(e) Other Non-current Assets	1,481.66	1,508.85
Total Non-current Assets	**37,912.59**	**37,946.56**
(2) Current Assets		
(a) Inventories	1,084.83	830.86
(b) Financial Assets		
(i) Investments	78.31	-
(ii) Trade Receivables	1,918.92	5,234.53
(iii) Cash and Cash Equivalents	52.57	42.53
(iv) Bank balances other then (iii) above	285.06	386.97
(v) Loans	10.37	861.52
(vi) Other Financial Assets	126.77	17.85
(c) Other Current Assets	288.06	221.88
Total Current Assets	**3,844.89**	**7,596.14**
Total Assets	**41,757.48**	**45,542.70**
EQUITY AND LIABILITIES		
Equity		
(a) Equity Share Capital	3,856.94	3,333.94
(b) Other Equity	816.39	5,690.26
Total Equity	**4,673.33**	**9,024.20**
LIABILITIES		
(1) Non-current Liabilities		
(a) Financial Liabilities		
(i) Borrowings	17,227.41	14,719.81
(ii) Other Financial Liabilities	64.67	51.00
(b) Provisions	8.05	7.59
(c) Deferred Tax Liabilities (Net)	-	83.26
(d) Other Non-current Liabilities	3,250.65	3,621.77
Total Non-Current Liabilities	**20,550.78**	**18,483.43**
(2) Current Liabilities		
(a) Financial Liabilities		
(i) Borrowings	8,046.78	9,311.65
(ii) Trade Payables	4,363.19	3,698.37
(iii) Other Current Financial Liabilities	3,179.40	3,893.65
(b) Other Current Liabilities	939.65	1,127.31
(c) Provisions	4.35	4.09
Total Current Liabilities	**16,533.37**	**18,035.07**
Total Liabilities	**37,084.15**	**36,518.50**
Total Equity and Liabilities	**41,757.48**	**45,542.70**



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2. The above standalone results have been reviewed by the Audit Committee and approved by the Board of Directors in their meetings held on 27th May, 2017.

3. The financial results of the Company have been prepared in accordance with Indian Accounting Standards ("Ind AS") as notified under Companies (Indian Accounting Standards) Rules, 2015 as amended by the Companies (Indian Accounting Standards) Rules, 2016. The Company has adopted Ind AS from 1st April, 2016 with comparatives being restated. Accordingly the impact of transitions has been provided in the opening reserves as at 1st April, 2015 and all the comparable periods presented have been restated. The date of transition to Ind AS is 1st April, 2015.

   Reconciliation of profit / (loss) and Total Equity between Ind AS and previous GAAP for earlier periods and as at 31st March, 2016 are as under:

(₹ in Crores)

Sr. No.	Particulars	Profit Reconciliation		Equity Reconciliation
		3 Months ended on 31.03.2016	Year ended on 31.03.2016	As at 31.03.2016
	Net Profit / Total Equity under Previous GAAP	**357.96**	**5.62**	**8,914.18**
a)	Effect of Measurement of Financial liabilities at amortised cost	0.10	0.36	0.41
b)	Effect of Measuring Investment at fair value through Profit & Loss	-	(0.12)	-
c)	Effect of Measuring Derivative contracts at fair value	0.33	(0.05)	(1.48)
d)	Capital Overhauling costs recognised as Property, Plant and Equipment (PPE) (net)	5.34	9.26	9.26
e)	Effect of recognition of deferred tax assets / liabilities	(117.07)	101.83	101.83
f)	Employee benefits expense - Actuarial Loss reclassified under OCI	(29.99)	(20.36)	-
	Net Profit / Equity under Ind AS	**216.67**	**96.54**	**9,024.20**
g)	Other Comprehensive Income	29.99	20.36	-
	Total Comprehensive Income / Total Equity under IND AS	**246.66**	**116.90**	**9,024.20**

4. Further to the execution of a share purchase agreement with the owners of Korba West Power Company Limited ("KWPCL"), the acquisition of 100% stake in KWPCL is pending for necessary approval and consents.

5. Exceptional Item includes :

   i) Reversal of revenue in the nature of Compensatory Tariff of ₹ 3,619.49 crores recognised upto 31st March, 2016, pursuant to the order of the Hon'ble Supreme Court dated 11th April, 2017 (Refer Note 6 for further details).

   ii) Write off of advances given to Brakel Kinnaur Power Private Limited of ₹ 288.45 crores due to delay in initiation of underlying project for which the said advance was given.



6. Pursuant to the Central Electricity Regulatory Commission ("CERC") order dated 21st February, 2014, the Company had recognized revenue in the nature of Compensatory Tariff ("CT") of ₹ 3,938.65 crores upto 31st December, 2016 in respect of a long term Power Purchase Agreement ("PPA") (Bid 2) of 1000 MW entered into with Gujarat Urja Vikas Nigam Limited ("GUVNL") and other long term PPAs of 1424 MW entered into with Haryana Utilities. In addition, the Company had also recognized CT of ₹ 426.19 crores upto 31st December, 2016 in respect of another long term PPA (Bid 1) of 1000 MW entered into with GUVNL.

   The said order was challenged in the Appellate Tribunal for Electricity ("APTEL"). The APTEL vide its order dated 7th April, 2016, had set aside the aforementioned CERC order and had held that the promulgation of Indonesian regulation constitute Force Majeure event which was contested in the Hon'ble Supreme Court. The Hon'ble Supreme Court, vide its order dated 11th April, 2017 has set aside the aforementioned APTEL order and has ruled that said event is neither Force Majeure nor Change in Law as per the terms of PPA and hence, does not entitle Company for CT. Consequently, the Company has derecognised its claim on account of CT of ₹ 4,364.84 crores recognized up to 31st December, 2016, out of which, of ₹ 3,619.49 crores (recognised upto 31st March, 2016) is shown as an exceptional item (refer note 5i) and ₹ 745.35 crores (recognised from 1st April, 2016 to 31st December, 2016) has been adjusted from the revenue from operations. Accordingly, the revenue from operations pertaining to quarter ending 31st December, 2016 has been restated by ₹ 344.28 crores.

   Further, the aforesaid order of the Hon'ble Supreme Court also held that the non-availability of domestic coal due to change in policy or Change in Law, in force in India, constitute Change in Law as per the terms of PPA. The Hon. Supreme Court directed the CERC to determine the relief under clause 13 of PPA. The Company has filed a petition with CERC to ascertain the relief that may be available to the Company.

7. The Company has determined the recoverable amounts of the Power Plants over its useful life under Ind AS 36, Impairment of Assets based on the estimates relating to tariff, operational performance of the Plants, life extension plans, market prices of coal and other fuels, exchange variations, inflation, terminal value etc. which are considered reasonable by the Management.

   On a careful evaluation of the aforesaid factors, the Management of the Company has concluded that the Recoverable Amounts of the Power Plants are higher than their carrying amounts as at 31st March, 2017.

8. For the financial year ended 31st March, 2017, the Company has incurred a loss of ₹ 6,054.34 crores and as at the year end, current liabilities (including ₹ 7,234.06 Crores to related parties) exceed current assets by ₹ 12,688.47 Crores. The Company expects to meet its financial obligations based on continued support from lenders, trade creditors as well as subsidiaries as may be required to sustain its operations on a going concern basis.

9. During the year, the Company has issued and allotted 52.30 Crores warrants at a price of ₹ 32.54 per Warrant to promoter group entities which have been converted into equivalent number of equity shares of ₹ 10 each at a premium of ₹ 22.54 per share on preferential basis under section 42 of the Companies Act, 2013 and other relevant SEBI Regulations.

10. The Ratios have been computed as per below:
    DER = Borrowings (excluding working capital borrowings) / Share holders' Fund
    DSCR = Earnings before Exceptional Items, Finance Cost, Depreciation and Tax / (Interest Expense on Long Term Borrowings + Long term loan repayment (net off realised forex loss) made during the year (excluding Inter Corporate Deposits))
    ISCR = Earning before Exceptional Items, Finance Cost, Depreciation and Tax / Interest Expense



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11. The Company's activities during the year revolve around power generation. Considering the nature of Company's business and operations, as well as based on reviews of operating results by the chief operating decision maker to make decisions about resource allocation and performance measurement, there is only one reportable segment in accordance with the requirements of Ind AS - 108 – "Operating Segments".

12. Pursuant to de-recognition of CT as referred in note 6, the figures for the year ended 31st March, 2017 are not fully comparable with the figures of corresponding previous year.

13. The figures for the quarter ended 31st March, 2017 are balancing figures between the audited figures in respect of full financial year and the published year to date figures up to the third quarter adjusted for the matter described in note 6.

For, Adani Power Limited

Gautam S. Adani
Chairman

Place: Ahmedabad
Date: 27th May, 2017

AUDITED FINANCIAL STATEMENT OF THE TRANSFEREE COMPANY FOR THE PERIOD ENDED 31ST MARCH 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Balance Sheet as at 31st March, 2017

Particulars	Notes	As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
ASSETS			
Non-current Assets			
(a) Other Non-current Assets	5	56,46,619	13,72,221
Total Non-current Assets		**56,46,619**	**13,72,221**
Current Assets			
(a) Financial Assets			
(i) Cash and Cash Equivalents	6	1,29,674	4,86,233
(ii) Bank balances other than (i) above	7	-	1,57,09,03,771
Total Current Assets		**1,29,674**	**1,57,13,90,004**
Total Assets		**57,76,293**	**1,57,27,62,225**
EQUITY AND LIABILITIES			
EQUITY			
(a) Equity Share Capital	8	5,00,000	5,00,000
(b) Other Equity	9	(10,93,703)	(4,09,337)
Total Equity		**(5,93,703)**	**90,663**
LIABILITIES			
Non-current Liabilities		-	-
Total Non-current Liabilities		-	-
Current Liabilities			
(a) Financial Liabilities			
(i) Borrowings	10	-	1,57,23,26,186
(ii) Other Current Financial Liabilities	11	63,55,305	64,307
(b) Other Current Liabilities	12	4,691	2,81,069
Total Current Liabilities		**63,69,996**	**1,57,26,71,562**
Total Liabilities		**63,69,996**	**1,57,26,71,562**
Total Equity and Liabilities		**57,76,293**	**1,57,27,62,225**

See accompanying notes to the financial statements

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193069

M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Statement of Profit and Loss for the year ended 31st March, 2017

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Particulars	Notes	For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Other Income	13	4,27,43,989	1,37,22,205
Total Income		**4,27,43,989**	**1,37,22,205**
Expenses			
Finance Costs	14	4,33,48,718	1,40,53,468
Other Expenses	15	79,637	78,074
Total Expenses		**4,34,28,355**	**1,41,31,542**
Loss before tax		**(6,84,366)**	**(4,09,337)**
Tax Expense:			
Current Tax	16	-	-
Deferred Tax		-	-
		-	-
Loss after tax	**Total A**	**(6,84,366)**	**(4,09,337)**
Other Comprehensive Income			
Other Comprehensive Income		-	-
Other Comprehensive Income (After Tax)	**Total B**	-	-
Total comprehensive loss for the year / period	**Total (A+B)**	**(6,84,366)**	**(4,09,337)**
Earnings Per Equity Share (EPS)			
(Face Value ₹ 10 Per Share)			
Basic and Diluted EPS (₹)	19	(13.69)	(8.19)

See accompanying notes to the financial statements

In terms of our report attached

For **Dharmesh Parikh & Co.**
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No 119140

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193069

M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Statement of changes in equity for the year ended 31st March, 2017

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A. Equity Share Capital

Particulars	No. Shares	(Amount in ₹)
Balance as at 1st April, 2015	-	-
Changes in equity share capital during the year :		
Issue of shares	50,000	5,00,000
Balance as at 31st March, 2016	50,000	5,00,000
Changes in equity share capital during the year :	-	-
Balance as at 31st March, 2017	50,000	5,00,000

B. Other Equity

(Amount in ₹)

Particulars	Reserves and Surplus	Total
	Retained Earnings	
Balance as at 1st April, 2015	-	-
Loss for the year	(4,09,337)	(4,09,337)
Other comprehensive income	-	-
Total Comprehensive Loss for the year	(4,09,337)	(4,09,337)
Balance as at 31st March, 2016	(4,09,337)	(4,09,337)
Balance as at 1st April, 2016	(4,09,337)	(4,09,337)
Loss for the year	(6,84,366)	(6,84,366)
Other comprehensive income	-	-
Total Comprehensive Loss for the year	(6,84,366)	(6,84,366)
Balance as at 31st March, 2017	(10,93,703)	(10,93,703)

See accompanying notes to the financial statements

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustogi
Director
DIN 07193059

M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Statement of Cash Flow for the year ended 31st March, 2017

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Particulars	For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
(A) Cash flow from operating activities		
Loss before tax as per Statement of Profit and Loss	(6,84,365)	(4,09,337)
Adjustment for the year :		
Interest Income	(4,27,43,989)	(1,37,22,205)
Finance Costs	4,33,48,719	1,40,53,468
Operating loss before working capital changes	(79,637)	(78,074)
Changes in working capital:		
(Increase) / Decrease in Operating Activities		
Other Current Liabilities	(2,76,378)	2,81,069
Other Financial Liabilities	42,818	64,307
Total Change in Working Capital	(2,33,560)	3,45,376
Cash used in operations	(3,13,197)	2,67,302
Less : Tax Paid	(42,74,398)	(13,72,221)
Net cash used in operating activities (A)	(45,87,595)	(11,04,919)
(B) Cash flow from investing activities		
Bank deposits / margin money withdrawn / (placed) (net)	1,57,00,03,771	(1,57,09,03,771)
Interest received	4,27,43,989	1,37,22,205
Net cash generated from / (used in) investing activities (B)	1,61,36,47,760	(1,55,71,81,566)
(C) Cash flow from financing activities		
Proceeds from issue of Share Capital	-	5,00,000
(Repayment) / Proceeds from Short-term borrowings (net)	(1,57,23,26,186)	1,57,23,26,186
Finance Costs Paid	(3,70,90,538)	(1,40,53,468)
Net cash used in / generated form financing activities (C)	(1,60,94,16,724)	1,55,87,72,718
Net (decrease) / increase in cash and cash equivalents (A)+(B)+(C)	(3,56,559)	4,86,233
Cash and cash equivalents at the beginning of the year / period	4,86,233	-
Cash and cash equivalents at the end of the year	1,29,674	4,86,233
Notes to Cash flow Statement :		
Reconciliation of Cash and cash equivalents with the Balance Sheet:		
Cash and cash equivalents as per Balance Sheet (Refer Note 6)	1,29,674	4,86,233
	1,29,674	4,86,233

The Cash Flow statement has been prepared under the 'Indirect Method' set out in Ind AS 7 'Cash Flow Statement'.

See accompanying notes forming part of the financial statements

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193069

M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

Place : Ahmedabad
Date : 23rd May, 2017

1 **Corporate information**

Adani Power (Mundra) Limited (Previously known as Adani Power (Karnataka) Limited, name changed vide Certificate of Incorporation pursuant to change of name (under rule 29 of the Companies Act, 2014) with effect from 27th April, 2017) is domiciled in India and incorporated on 16th February, 2015 under the provisions of the Companies Act, 1956 having its registered office at Adani House, Mithakhali Six Roads, Navrangpura Ahmedabad – 380 009, Gujarat, India to carry on the business of generation and supply of Power. It is a Subsidiary Company of Adani Power Limited.

2 **Significant accounting policies**

2.1 **Basis of preparation**

The financial statements of the Company have been prepared in compliance with Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting Standards) Rules, 2015, on the historical cost basis except for certain financial instruments that are measured at fair values, as explained in the accounting policies below.

These Financial Statements are the Company's first Ind AS Financial Statements as covered by Ind AS 101, "First-time adoption of Indian Accounting Standards". For all periods up to and including the year ended 31st March, 2016, the Company had prepared its Financial Statements in accordance with India GAAP, including Accounting Standards (AS) notified under the Companies (Accounting Standards) Rules, 2006 (as amended), which is considered as "Previous GAAP". A description of the transition to Ind-AS and its impact on Company's net profit and equity has been provided in Note 41 "First Time Adoption of Ind-AS"

2.2 **Summary of significant accounting policies**

a **Financial instruments**

Financial assets and financial liabilities are recognised when an entity becomes a party to the contractual provisions of the instruments.

Financial assets and financial liabilities are initially measured at fair value. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit or loss) are added to or deducted from the fair value of the financial assets or financial liabilities, as appropriate, on initial recognition. Transaction costs directly attributable to the acquisition of financial assets or financial liabilities at fair value through profit or loss are recognised immediately in profit or loss.

b **Financial assets**

Initial recognition and measurement

All regular way purchases or sales of financial assets are recognised and derecognised on a trade date basis.
All recognised financial assets are subsequently measured in their entirety at either amortised cost or fair value, depending on the classification of the financial assets.

Classification of financial assets

Financial assets that meet the following conditions are subsequently measured at amortised cost (except for debt instruments that are designated as at fair value through profit or loss on initial recognition):

- the asset is held within a business model whose objective is to hold assets in order to collect contractual cash flows; and
- the contractual terms of the instrument give rise on specified dates to cash flows that are solely payments of principal and interest.

All other financial asset are subsequently measured at fair value.

Effective interest method

The effective interest method is a method of calculating the amortised cost of a financial assets and of allocating interest income over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts (including all fees and transaction costs and other premiums or discounts) through the expected life of the financial assets, or where appropriate, a shorter period, to the net carrying amount on initial recognition.

Interest is recognised on an effective interest basis for debt instruments other than those financial assets classified as at Fair Value through Profit and Loss (FVTPL). Interest income is recognised in profit or loss and is included in the "Other Income" line item

Financial assets at cost

Investments in subsidiaries, associates and joint ventures are accounted for at cost.

Financial assets at fair value through profit or loss (FVTPL)

Financial assets that do not meet the amortised cost criteria or Fair value through other comprehensive income (FVTOCI) criteria are measured at FVTPL.

Financial assets at FVTPL are measured at fair value at the end of each reporting period, with any gains or losses arising on remeasurement recognised in profit or loss. The net gain or loss recognised in profit or loss incorporates any dividend or interest earned on the financial asset and is included in the "Other income" line item.





Derecognition of financial assets

The Company derecognizes a financial asset when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another party.

On derecognition of a financial asset in its entirety, the difference between the asset's carrying amount and the sum of the consideration received and receivable and the cumulative gain or loss that had been recognised in other comprehensive income and accumulated in equity is recognised in profit or loss if such gain or loss would have otherwise been recognised in profit or loss on disposal of that financial asset.

c **Financial liabilities and equity instruments**

Classification as debt or equity

Debt and equity instruments issued by the Company are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Company are recognised at the proceeds received, net of direct issue costs.

Financial liabilities

All financial liabilities are subsequently measured at amortised cost using the effective interest method or at FVTPL.

Financial liabilities at FVTPL

A financial liability may be designated as at FVTPL upon initial recognition if:

- such designation eliminates or significantly reduces a measurement or recognition inconsistency that would otherwise arise;
- the financial liability whose performance is evaluated on a fair value basis, in accordance with the Company's documented risk management;

Financial liabilities at FVTPL are stated at fair value, with any gains or losses arising on remeasurement recognised in profit or loss. The net gain or loss recognised in profit or loss incorporates any interest paid on the financial liability.

Fair values are determined in the manner described in note e.

Financial liabilities at amortised cost

Financial liabilities that are not held-for-trading and are not designated as at FVTPL are measured at amortised cost at the end of subsequent accounting periods. The carrying amounts of financial liabilities that are subsequently measured at amortised cost are determined based on the effective interest method. Interest expense that is not capitalised as part of costs of an asset is included in the 'Finance costs' line item.

The effective interest method is a method of calculating the amortised cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial liability, or (where appropriate) a shorter period, to the net carrying amount on initial recognition.

Derecognition of financial liabilities

The Company derecognises financial liabilities when, and only when, the Company's obligations are discharged, cancelled or have expired. An exchange between with a lender of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. Similarly, a substantial modification of the terms of an existing financial liability is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable is recognised in profit or loss. The Company derecognises financial liabilities when, and only when, the Company's obligations are discharged, cancelled or have expired. An exchange between with a lender of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. Similarly, a substantial modification of the terms of an existing financial liability is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable is recognised in profit or loss.

d **Operating Cycle**

Based on the nature of products / activities of the Company and the normal time between acquisition of assets and their realisation in cash or cash equivalents, the Company has determined its operating cycle as 12 months for the purpose of classification of its assets and liabilities as current and non - current.





e **Fair value measurement**

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the financial asset or settle the financial liability takes place either:

- In the principal market, or
- In the absence of a principal market, in the most advantageous market

The principal or the most advantageous market must be accessible by the Company.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 - Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

At each reporting date, the Management analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the Company's accounting policies.

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

f **Revenue recognition**

Interest income is recognised on time proportion basis. Dividend income is accounted for when the right to receive income is established.

g **Borrowing costs**

Borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. Interest income earned on the temporary investment of specific borrowings pending their expenditure on qualifying assets is deducted from the borrowing costs eligible for capitalisation.

All other borrowing costs are recognised in profit or loss in the period in which they are incurred.

h **Taxation**

Tax on income comprises current and deferred tax. It is recognised in statement of profit and loss except to the extent that it relates to a business combination, or items recognised directly in equity or in other comprehensive income.

Current tax

Tax on income for the current period is determined on the basis of estimated taxable income and tax credits computed in accordance with the provisions of the relevant tax laws and based on the expected outcome of assessments / appeals. Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred tax

Deferred tax is recognized for the future tax consequences of deductible temporary differences between the carrying values of assets and liabilities and their respective tax bases at the reporting date, using the tax rates and laws that are enacted or substantively enacted as on reporting date. Deferred tax liability are generally recorded for all temporary timing differences. Deferred tax assets are recognized to the extent that it is probable that future taxable income will be available against which the deductible temporary differences can be utilised. Deferred tax relating to items recognized outside the statement of profit and loss is recognized outside the statement of profit and loss, either in other comprehensive income or directly in equity. The carrying amount of deferred tax assets is reviewed at each reporting date.

Deferred tax liabilities and assets are measured at the tax rates that are expected to apply in the period in which the liability is settled or the asset realised, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period.

i Earning per Share :

Basic earnings per share is computed by dividing the profit / (loss) after tax by the weighted average number of equity shares outstanding during the year. Diluted earnings per share is computed by dividing the profit / (loss) after tax as adjusted for the effects of dividend, interest and other charges relating to the dilutive potential equity shares by weighted average number of shares on account of dilutive potential equity shares.

j Provisions, Contingent Liabilities and Contingent Assets

Provisions are recognised when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. The amount recognised as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. When a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows (when the effect of the time value of money is material).When the Company expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a seperate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the statement of profit and loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

Contingent liabilities are not recognised but are disclosed in the notes. Contingent assets are not recognised but are disclosed in the notes where an inflow of economic benefits is probable.

3 Significant accounting judgements, estimates and assumptions

The preparation of the Company's financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the accompanying disclosures, and the disclosure of contingent liabilities. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

Estimates and assumptions

The estimates at 31st March, 2016 are consistent with those made for the same dates in accordance with Indian GAAP (after adjustments to reflect any differences in accounting policies) apart from the following items where application of Indian GAAP did not require estimation

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. Existing circumstances and assumptions about future developments may change due to market changes or circumstances arising that are beyond the control of the Company. Such changes are reflected in the assumptions when they occur.

i) Fair value measurement of financial instruments

When the fair value of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using ECL model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgement is required in establishing fair values. Judgements include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments.

4 First-time adoption of Ind-AS

These are Company's first financial statements prepared in accordance with Ind AS. For the period ended 31st March 2016, the Company prepared its financial statements in accordance with accounting standards notified under section 133 of the Companies Act 2013.

The Company has prepared these financial statements for the year ending on 31st March, 2017, together with the comparative period data, by applying Ind AS compliant policies described in the 'Summary of Significant Accounting Policies'. This note explains the options availed on first time adoption of Ind AS 101 and the principal adjustments made by the Company in restating its Indian GAAP financial statements, as at and for the period ended 31st March, 2016.

a) Options availed on the first time adoption of Ind AS 101

i) Estimates

The estimates at 31st March 2016 are consistent with those made for the same dates in accordance with Indian GAAP (after adjustments to reflect any differences in accounting policies) apart from the following items where application of Indian GAAP did not require estimation:

> Impairment of financial assets based on the risk exposure and application of ECL model

The estimates used by the Company to present these amounts in accordance with Ind AS reflect conditions as of 31st March, 2016.

ii) Classification and measurement of financial assets :

The Company has assessed classification and measurement of financial assets on the basis of facts and circumstances that exist as on transition date.

iii) Impairment of financial assets

The Company has applied impairment requirements of Ind AS 109 retrospectively, however as permitted by Ind AS 101, it has used reasonable and supportable information that is available without undue cost or effort to determine the credit risk at the date that financial instruments were initially recognised in order to compare it with the credit risk at the transition date

iv) Derecognisation of financial assets and financial liabilities

The Company has applied the derecognisation requirements of financial assets and financial liabilities prospectively for transactions occurring on or after transition date.

b) Reconciliations between previous GAAP and Ind AS

The following tables represent the reconciliations from previous GAAP to Ind AS of equity as at 31st March,2016 and Total Comprehensive Income for the period then ended..

4.1 Reconciliation of total equity as at 31st March, 2016 :

(Amount in ₹)

Particulars	As at 31st March, 2016
Equity Share Capital as per previous GAAP	5,00,000
Other Equity as per previous GAAP	(4,09,337)
Adjustment	-
Total Adjustment to Equity	(4,09,337)
Total Equity as reported under Ind AS	90,663

4.2 Reconciliation of total comprehensive income for the year ended 31st March, 2016 :

(Amount in ₹)

Particulars	For the Period from 16th February, 2015 to 31st March, 2016
Loss as per previous GAAP	(4,09,337)
Ind AS: Adjustments increase / (decrease)	
Total adjustment to profit or loss	-
Loss under Ind AS	(4,09,337)
Other comprehensive income	-
Total comprehensive income under Ind AS	(4,09,337)

Effects of Ind AS adoption on the financial statements of comparative periods:

As there is no reconciliation item between financial statements prepared under Indian GAAP and those prepared under Ind AS, reconciliation of Balance Sheet, Statement of Profit & Loss and Cash Flows is not presented.





5 Other Non-current Assets		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Advance Income tax		56,46,619	13,72,221
	Total	56,46,619	13,72,221

6 Cash and Cash equivalents		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Balances with banks			
In current accounts		1,29,674	4,86,233
	Total	1,29,674	4,86,233

Notes :

As per the amendment to Schedule III of the Companies Act, 2013 by MCA notification G.S.R 308(E) dated 30th March 2017, every company is required to disclose the details of Specified Bank Notes (SBN) held and transacted during the period from 8th November, 2016 to 30th December, 2016. Since the company did not hold or transact in cash during the entire year, the said disclosure is not applicable.

7 Bank balance (other than Cash and Cash equivalents)		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Balances held as Margin Money		-	1,57,09,03,771
	Total	-	1,57,09,03,771

8 Share Capital		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Authorised Share Capital			
50,000 Equity shares of ₹ 10/- each		5,00,000	5,00,000
	Total	5,00,000	5,00,000
Issued, Subscribed and fully paid-up equity shares			
50,000 Equity shares of ₹ 10/- each fully paid		5,00,000	5,00,000
	Total	5,00,000	5,00,000

a. Reconciliation of the shares outstanding at the beginning and at the end of the reporting year

Equity Shares

	As at 31st March, 2017		As at 31st March, 2016	
	No. Shares	(Amount in ₹)	No. Shares	(Amount in ₹)
At the beginning of the year	50,000	5,00,000	-	-
Issued during the year	-	-	50,000	5,00,000
Outstanding at the end of the year	50,000	5,00,000	50,000	5,00,000

b. Terms/rights attached to equity shares

The Company has only one class of equity shares having par value of ₹ 10 per share. Each holder of equity shares is entitled to one vote per share. In the event of liquidation of the Company the holders of the equity shares will be entitled to receive remaining assets of the Company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the share holders.

c. Shares held by Parent Company

Out of equity shares issued by the Company, shares held by its parent company together with its nominees are as under:

	As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Adani Power Limited (Parent Company with its nominees)	4,95,000	5,00,000
Total	4,95,000	5,00,000

d. Details of shareholders holding more than 5% shares in the Company

	As at 31st March, 2017		As at 31st March, 2016	
	No. Shares	% holding in the class	No. Shares	% holding in the class
Adani Power Limited (Parent Company)	49,500	99%	50,000	100%
	49,500	99%	50,000	100%

9 Other Equity		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Retained earnings			
Opening Balance		(4,09,337)	-
Add : Loss for the year		(6,84,366)	(4,09,337)
Add : Other Comprehensive Income		-	-
Closing Balance	**Total**	**(10,93,703)**	**(4,09,337)**

10 Short-term Borrowings		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Unsecured Borrowings			
Loan from Related Party (refer note (i) below and note 24)		-	1,57,23,26,186
	Total	-	**1,57,23,26,186**

(i) Loans from related parties are repayable within one year from the date of agreement.

11 Other Current Financial Liabilities		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Interest accrued but not due on borrowings		62,58,180	-
Capital Creditors		89,875	64,307
Other Payable		17,250	-
	Total	**63,65,305**	**64,307**

12 Other Current Liabilities		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Statutory liabilities (including TDS)		4,691	2,81,069
	Total	**4,691**	**2,81,069**





13 Other Income

		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Interest Income		4,27,43,989	1,37,22,205
Note :	Total	4,27,43,989	1,37,22,205

Interest Income of Rs. 4,27,43,989 (Previous Year Rs.1,37,22,205) on financial assets carried at amortised cost which includes interest from fixed deposits and margin deposits with banks.

14 Finance costs

		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Interest Expenses on :			
Interest on Loan		4,33,48,704	1,40,53,468
Interest on Others		14	-
	Total	4,33,48,718	1,40,53,468

15 Other Expenses

		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Preliminary Expenses		-	27,531
Legal & Professional Expenses		4,150	9,601
Directors' Sitting Fees		41,925	-
Payment to Auditors			
Statutory Audit Fees		17,325	17,175
Other Certificat on Fees		5,424	10,000
Miscellaneous expenses		6,803	13,767
	Total	79,637	78,074

16 Income Tax

The major components of income tax expense for the years ended 31st March, 2017 and 31st March, 2016 are:

		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Current Tax:			
Current Income Tax Charge		-	
	Total (a)	-	-
Deferred Tax			
In respect of current year origination and reversal of temporary differences		-	-
	Total (b)	-	-
	Total (a+b)		-
OCI section			
Deferred tax related to items recognised in OCI during in the year:		-	-

	For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Accounting profit / (loss) before tax	(6,84,366)	(4,09,337)
Income tax using the company's domestic tax rate @ 30.90%	(2,11,469)	(1,26,485)
Tax Effect of :		
) Income and expenses not allowed under income tax	2,11,469	1,26,485
Income tax recognised in profit and loss account at effective rate	-	-
Total Tax Expense for the year	-	-
Net (DTL) / DTA recognised during the year	-	-





17 **Disclosures under MSMED Act :**

There are no Micro, Small and Medium Enterprises as defined in Micro, Small and medium enterprises development act, 2006, to whom the company owes dues on account of principal amount together with interest and accordingly no additional disclosure have been made.

The above information regarding micro, small and medium enterprises has been determined to the extent such parties have been identified on the basis of information available with the Company. This has been relied upon by the auditors.

18 **Contingent Liabilities & Commitments**
(to the extent not provided for)

	As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Contingent Liabilities	-	-
Commitments		
Estimated amount of contracts remaining to be executed on capital accounts (net of advances) and not provided for	-	-
Total	-	-

19 **Pursuant to the Indian Accounting Standard 33 – Earning per Share, the disclosure is as under:**

	UOM	For the year ended 31st March, 2017	For the Period From 16th February, 2015 to 31st March, 2016
Basic and Diluted EPS			
Profit/ (Loss) attributable to equity shareholders	₹	(6,84,366)	(4,89,337)
Weighted average number of equity shares	No.	50,000	50,000
Nominal Value of equity share	₹	10	10
Basic and Diluted EPS	₹	**(13.69)**	**(8.19)**

20 **Financial Risk objective and policies:**

The Company's risk management activities are subject to the management direction and control under the framework of Risk Management Policy as approved by the Board of Directors of the Company. The Management ensures appropriate risk governance framework for the Company through appropriate policies and procedures and that risks are identified, measured and managed in accordance with the Company's policies and risk objectives.

In the ordinary course of business, the Company is exposed to Market risk, Credit risk, and Liquicity risk.

Market Risk :

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises of interest rate risk.

i) Interest Risk :

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company does not have any interest exposure to which the risk of changes in market interest rates apply.

Credit Risk :

Credit risk is the risk that counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss.

Liquidity Risk :

The Company monitors its risk of shortage of funds using cash flow forecasting models. These models consider the maturity of its financial investments, committed funding and projected cash flows from operations. The Company's objective is to provide financial resources to meet its business objectives in a timely, cost effective and reliable manner and to manage its capital structure. A balance between continuity of funding and flexibility is maintained through: continued support from lenders, trade creditors as well as fellow subsidiaries.

Maturity profile of Financial liabilities :

The table below provides details regarding the remaining contractual maturities of financial liabilities at the reporting date based on contractual undiscounted payments.

(Amount in ₹)

As at 31st March, 2017	Less than 1 year	Total
Other Current Financial Liabilities	63,65,305	63,65,305

21 The company evaluates its working capital position for ensuing financial year based on the projected cash flow statement. The Company plans to meet the financial obligations based on continued support from lenders, trade creditors as well as fellow subsidiaries as may be required to sustain its operation on going concern basis. Having regard to the above, the financial statements have been prepared by the Management of the Company on a going concern basis.

22 **Other Disclosures**

In the opinion of the management and to the best of their knowledge and belief, the value under the head of Current and Non-Current Assets (other than Fixed Assets and Non-Current Investments) are approximately of the value stated if realised in ordinary course of business, except unless stated otherwise. The provision for all the known liabilities is adequate and not in excess of amount considered reasonably necessary.





23 Fair Value Measurement :

a) The carrying value of financial instruments by categories as of 31st March, 2017 is as follows :

Particulars	Fair Value through other Comprehensive Income	Fair Value through profit or loss	Amortised Cost	Total
Financial Assets				
Cash and Cash Equivalents	-	-	1,29,674	1,29,674
Total	-	-	1,29,674	1,29,674
Financial Liabilities				
Other Financial liabilities	-	-	63,65,305	63,65,305
Total	-	-	63,65,305	63,65,305

b) The carrying value of financial instruments by categories as of 31st March, 2016 is as follows :

Particulars	Fair Value through other Comprehensive Income	Fair Value through profit or loss	Amortised Cost	Total
Financial Assets				
Cash and Cash Equivalents	-	-	1,57,13,90,004	**1,57,13,90,004**
Total	-	-	1,57,13,90,004	**1,57,13,90,004**
Financial Liabilities				
Borrowings		-	1,57,23,26,186	**1,57,23,26,186**
Other Financial liabilities	-	-	64,307	**64,307**
Total	-	-	1,57,23,90,493	**1,57,23,90,493**

23.1 All financial Assets and Liabilities valued at amortised cost. Therefore, fair value hierarchy not applicable as at 31st March, 2017 and as at 31st March, 2016.

24 Related party transactions

a) List of related parties and relationship

Description of relationship	Name of Related Parties
Ultimate Controlling Entity	S. B. Adani Family Trust
Immediate Parent Company	Adani Power Limited

b) Transaction with Related Parties :

(Amount in ₹)

Particulars	As at 31st March, 2017	As at 31st March, 2016
	Immediate Parent Company	Immediate Parent Company
Nature of Transaction with Related Parties :		
Equity Shares	-	5,00,000
Reimbursement Expenses	-	27,531
Loan Taken	2,76,07,00,000	2,90,56,48,121
Loan Repaid Back	4,33,30,26,186	1,33,44,46,213
Interest Expense on Loan	4,33,48,704	1,40,53,458
Other Balance Transfer from Related Party	3,900	

c) Balances With Related Parties :

(Amount in ₹)

Particulars	As at 31st March, 2017	As at 31st March, 2016
	Immediate Parent Company	Immediate Parent Company
Balances with Related Parties :		
Borrowing (Loan)	-	1,57,17,14,377
Accounts Payable	62,07,661	-

25 Previous year's figures have been recast, regrouped and rearranged, wherever necessary to confirm to this year's classification.

26 Approval of financial statements

The financial statements were approved for issue by the board of directors on 23rd May, 2017.

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No 119140

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193069

M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ABRIDGED PROSPECTUS OF THE TRANSFEREE COMPANY

VIVRO

Vivro Financial Services Private Ltd.
Regd. Office :
Vivro House, 11 Shashi Colony, Opp. Suvidha Shopping Centre, Paldi,
Ahmedabad, Gujarat, India - 380 007.
Tel. : +91 (079) 4040 4242 , 2665 0668, W : www.vivro.net

CERTIFICATE

To,
Board of Directors & Shareholders,
Adani Power Limited,
Shikhar", Near Adani House, Mithakhali Six Roads,
Navrangpura, Ahmedabad- 380 009, Gujarat

Sub: Certificate on adequacy and accuracy of disclosure of information pertaining to Adani Power (Mundra) Limited in relation to proposed Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors.

Dear Sirs,

We, Vivro Financial Services Private Limited ('**Vivro**'), refer to our engagement letter dated July 31, 2017 whereby **Adani Power Limited ("APL" or "Transferor Company")** has appointed us for the purpose of certifying the adequacy and accuracy of disclosure of information pertaining to **Adani Power (Mundra) Limited ("APML" or "Transferee Company")** pursuant to proposed scheme of arrangement providing for transfer and vesting of Mundra Power Generation Undertaking of the Transferor Company to the Transferee Company as a going concern on a slump exchange basis under sections 230 to 232 read with section 13, 52, 61 and 66 of the Companies Act, 2013 and provisions of other applicable laws (**"Scheme of Arrangement"**).

Regulatory Requirement:

SEBI vide its Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 (**"SEBI Circular"**) prescribed requirements to be fulfilled by the listed entities when they propose a Scheme of Arrangement. The SEBI Circular, amongst other things, provide that in the event a listed entity enters into a scheme of arrangement with an unlisted entity, the listed entity shall disclose to its shareholders applicable information pertaining to the unlisted entity in the format specified for abridged prospectus as provided in part D of Schedule VIII of SEBI (ICDR) Regulations, 2009.

Further, the adequacy and accuracy of such disclosure of information pertaining to unlisted entity is required to be certified by a SEBI registered Merchant Banker.

Disclaimer and Limitations:

1. This Certificate is a specific purpose certificate issued in terms of and in compliance with SEBI Circular and hence it should not be used for any other purpose or transaction.

2. This Certificate contains the certification on adequacy and accuracy of disclosure of information pertaining to the unlisted entity viz., APML and is not an opinion on the proposed Scheme of Arrangement or its success.

CIN - U67120GJ1996PTC029182, Merchant Banker Sebi Reg. No. INM000012122, AMBI Reg. No. AM3I/066

3. This Certificate is issued on the basis of examination of information and documents provided by APML, explanations provided by the management of APML and information which is available in the public domain and wherever required, the appropriate representations from APML and others have also been obtained.

4. We shall not be liable for any losses whether financial or otherwise or expenses arising directly or indirectly out of the use of or reliance on the information set out here in this report.

5. Our opinion is not, nor should it be construed as our opining or certifying the compliance of the proposed Scheme of Arrangement with the provisions of any law including companies, taxation and capital market related laws or as regards any legal implications or issues arising thereon, in their respective jurisdiction.

Certification:

We state and confirm as follows:

1. We have examined various documents and other materials in connection with finalization of disclosure of information pertaining to APML ("**Information Memorandum**") which will be circulated to the members of APL at the time of seeking their consent to the proposed Scheme of Arrangement of as a part of explanatory statement to the notice;

2. On the basis of such examination and the discussion with the management of APML, its directors, other officers and on independent verification of contents of Information Memorandum and other documents furnished to us, WE CONFIRM that:

   a. The information contained in the Information Memorandum is in conformity with the relevant documents, materials and other papers related to APML;

   b. The Information Memorandum contains applicable information pertaining to APML as required in terms of SEBI Circulars which, in our view are fair, adequate and accurate to enable the members to make a well informed decision on the proposed Scheme of Arrangement.

For, **Vivro Financial Services Private Limited**



Jayesh Vithlani
SVP- Capital Market

Date: August 05, 2017
Place: Ahmedabad

APPLICABLE INFORMATION IN THE FORMAT SPECIFIED FOR ABRIDGED PROSPECTUS (AS PROVIDED IN PART D OF SCHEDULE VIII OF THE ICDR REGULATIONS)

This Document contains information pertaining to unlisted entity involved in the proposed Scheme of Arrangement between Adani Power Limited ('**APL' or the 'Transferor Company'**) and Adani Power (Mundra) Limited ('**APML' or the 'Transferee Company'**) and their respective shareholders and creditors in terms of requirement specified in SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ("**SEBI Circular**").

Adani Power (Mundra) Limited

(Earlier known as Adani Power (Karnataka) Limited)

Registered Office: Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009
Corporate Office: Achalraj, Opp. Mayor Bungalow, Law Garden, Ahmedabad – 380 006
Telephone: 91-79-2555 5696; **Fax:** +91-79-2555 7177; **Email:** deepak.pandya@adani.com,
CIN: U40300GJ2015PLC082295
Contact Person: Mr. Deepak Pandya

PROMOTERS

Adani Power Limited and Adani Power (Jharkhand) Limited

DETAILS OF THE SCHEME

The Scheme of Arrangement provides for the transfer and vesting of the Mundra Power Generation Undertaking of the Transferor Company to the Transferee Company as a going concern on a slump exchange basis under sections 230 to 232 read with section 13, 52, 61 and 66 of the Companies Act, 2013 and provisions of other applicable laws.

STATUTORY AUDITOR

M/s Dharmesh Parikh & Co.
Chartered Accountants
303/304, "Milestone", Nr. Drive-in-cinema,
Opp. T.V. Tower, Thaltej, Ahmedabad – 380 054.
Phone No.: 91-79-27474466
Fax: 91-79-27479955

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Adani Power Ltd.

Vivro Financial Services Pvt. Ltd. Ahmedabad

ADANI POWER LIMITED (the "APL")

Adani Power Limited is a company incorporated on 22nd day of August 1996 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956 in the name of Adani Power Limited. The Corporate Identity Number of the Company is L40100GJ1996PLC030533. Its name was changed to (a) Adani Power Private Limited on 3rd day of June 2002; and (b) Adani Power Limited on 12th day of April 2007. APL is a listed public limited company having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The equity shares of APL are listed on the National Stock Exchange of India Limited – Security Symbol: ADANIPOWER and BSE Limited – Security ID: 533096. The issued, subscribed and paid up capital of the APL is Rs. 38,56,93,89,410 divided into 3,85,69,38,941 Equity Shares of Rs. 10/- each.

The APL is engaged in the business of thermal power generation having operating projects in Gujarat and in Maharastra, Rajasthan and Karnataka through its wholly owned subsidiaries.

Promoters of APL:

Sr. No.	Name of Promoters	No. of Shares Held	% of Holding
1	S.B. Adani Family Trust	1,40,51,79,633	36.43
2	G.S. Adani Family Trust	1,64,32,820	0.43
3	Adani Tradeline LLP*	37,71,80,885	9.78
4	Adani Properties Private Limited	0	0
5	Universal Trade And Investments Limited	29,11,24,451	7.55
6	Worldwide Emerging Market Holding Limited	19,28,46,900	5.00
7	Pan Asia Trade & Investment Pvt. Ltd.	7,77,37,201	2.02
8	Afro Asia Trade And Investments Limited	26,54,85,675	6.88
9	Emerging Market Investment DMCC	13,50,000	0.04
Total Shareholding		**2,62,59,87,565**	**68.12**

*Earlier known as Parsa Kente Rail Infra LLP

Board of Directors & KMPs of APL:

Sr. No.	Name of Directors & KMPs	Designation	DIN/PAN
1	Gautam S. Adani	Director & Chairman	00006273
2	Rajesh S. Adani	Managing Director	00006322
3	Chandra P. Jain	Independent Director	00011964
4	Vneet S Jaain	Whole time Director	00053906
5	Nandita N. Vohra	Independent Director	06962408
6	Raminder S. Gujral	Independent Director	07175393
7	Vinod Bhandawat	Chief Financial Offer	ACFPB6418A
8	Deepak S. Pandya	Company Secretary	AEAPP8903M

APL is holding 49,500 Equity Shares (including 6 Shares held through nominees) constituting 99% of the total share capital of Adani Power (Mundra) Limited.

ADANI POWER (JHARKHAND) LIMITED (the "APJL")

Adani Power (Jharkhand) Limited is a company incorporated on 18th day of December 2015 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 2013 in the name of Adani Power (Jharkhand) Limited with Corporate Identity Number U40100GJ2015PLC085448. APJL is a public limited company having its registered office at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The issued, subscribed and paid up capital of the APJL is Rs. 5,00,000 divided into 50,000 Equity Shares of Rs. 10/- each

The APJL is incorporated to deal in power generation and is setting up the thermal power plant at district podaiyahaat – Godda, Jharkhand and is wholly owned subsidiary of Adani Power Limited.

2

Promoters of APJL:

Sr. No.	Name of Promoters	No. of Shares Held	% of Holding
1	Adani Power Limited	50,000	100

Board of Directors & KMPs of APJL:

Sr. No.	Name of Directors & KMPs	Designation	DIN/PAN
1	Vinod Bhandawat	Director	02873571
2	Jayadeb Nanda	Director	06578925
3	Abhilash Mehta	Director	06860221

APJL is holding 500 Equity Shares constituting 1% of the total share capital of Adani Power (Mundra) Limited.

List of top 5 largest listed group companies as per Part A, Schedule VIII, Regulation 2, Item (IX) (C) (2) SEBI (ICDR) Regulations, 2009

None of the entity falls within the definition of Group Company as per the materiality policy adopted by the board of APML.

BUSINESS MODEL / BUSINESS OVERVIEW AND STRATEGY

Adani Power (Mundra) Limited (the "**APML**") is a company incorporated on 16th Day of February, 2015 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 2013 in the name of Adani Power (Karnataka) Limited with Corporate Identity Number U40300GJ2015PLC082295. The name of Adani Power (Karnataka) Limited was changed to Adani Power (Mundra) Limited with effect from 27th day of April 2017. APML is an unlisted public limited company, having its registered office at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat.

The Company is authorized by its Memorandum of Association to carry on the business of generation, distribution and supply of and to generally deal in electricity and other form of energy. At present, APML does not carry on any business activity. On coming into effect of the proposed Scheme of Arrangement, AMPL will engage in and carry on the power generation through thermal power plant set up in Special Economic Zone located at Taluka Mundra, District Kutch, Gujarat.

BOARD OF DIRECTORS OF APML

Sr. No.	Name	Designation (Independent / Whole time / Executive / Nominee)	Experience including current / past position held in other firms
1	Mr. Jatinder Bhatnagar	Director	Mr. Jatinder Bhatnagar, holds B.Tech (Mech) IITD. He has over 37 years of experience in the project development, project execution, planning, environmental and statutory clearance, technical services and project monitoring. He started his career as an Executive Trainee in NTPC Limited and worked till 2007 in various capacities. He joined Adani Power Limited in the year 2007 and worked with Chairman for Power Business for 4 years. He is working as Project Director in Adani Power Ltd.
2	Mr. M R Krishna Rao	Director	Mr. M. R. Krishna Rao, Vice President (Projects) aged 50 years, holds Bachelor's degree in Electrical Engineering and Post Graduate Diploma in Energy Management. He has over 24 years of experience in

Adani Power Ltd.
Intro Financial Services Pvt. Ltd. Ahmedabad

			power sector with more than 15 year experience in government sector. He has expertise in matters related to Regulatory Affairs and all commercial matters related to Power Purchase Agreements including financial modelling and contract management etc. He joined Adani Power Limited in the year 2013 and heading Power Sale & Regulatory department controlling the 4620 MW Power plant situated at Mundra, Gujarat, 3300 MW power project at Tiroda, Maharashtra, 1320 MW power project at Kawai, Rajasthan and 1200 MW power project at Udupi, Karnataka. He is also dealing with the power sales of 40 MW, solar project situated at Bitta in Gujarat.
3	Mr. Rajiv Kumar Rustagi	Director	Mr. Rajiv Kumar Rustagi, aged 54 years, is the Associate Vice President (Finance & Accounts). He holds a bachelor's degree B.Com from Delhi University. He has also done an ICWA in Finance. A competent and result oriented professional with 32 years' insightful experience in Accounts, Finance and Commercial Functions across industry verticals. Have vast experience and expertise in administering commercial functions including supply management, long term contracts & negotiations, strategic alliances, Tax Planning and meeting compliances with various statutory and Fiscal requirements. Prior to this assignment he worked as General Manager in Welspun Gujarat Stahl Rohren Ltd. Mr. Rustagi joined Adani on 7th December 2007.
4	Mr. K K Mishra	Independent Director	Mr. Krishnakumar Mishra is a Practicing Company Secretary and has more than 30 years of experience in the field. He served as Managing Director and Company Secretary of Ahmedabad Stock Exchange Limited and also members of various committees at Ahmedabad Stock Exchange Limited.
5	Ms. Sushama Oza	Independent Director	Sushama Oza is Director, Strategy & Sustainability at Adani Foundation, Ahmedabad. She was also the CEO of Adani Foundation from May 2007 to October 2014 and has been heading the CSR for Adani conglomerate for more than eight years. She has represented the organization at many national and international fora. Ms. Oza has over 33 years of experience in the development field, out which 16 years have been as head of the organization in India and USA. She has strategized and spearheaded projects in sectors of primary health care, sustainable livelihood development, rural sports and rural infrastructure. In the span of her long career she has groomed a large number of development professionals as well as volunteers. She has an impressive record of successfully organizing many large scale events for fund raising and networking and of developing partnerships with more than 150 NGOs with project specific funding and Management Training. Ms. Oza received Masters in Social Work (MSW) from The Maharaja Sayajirao University of Baroda in 1981 and has accreditation with the National Council of Social Work, U.S.A. and Education Evaluation International, U.S.A.

Adani Power Ltd.

Vivro Financial Services Pvt. Ltd. Ahmedabad

SHAREHOLDING PATTERN AS ON JULY 31, 2017

Sr. no.	Particulars	Number of shares	% Holding of share capital
1.	Promoter & Promoter Group	50,000	100.00
2.	Public	--	--
	Total	**50,000**	**100.00**

AUDITED FINANCIALS

(₹ in Lacs)

Particulars	As at March 31, 2017	As at March 31, 2016
Total income from operations (net)	-	-
Net Profit / (Loss) before tax and extraordinary items	(6.84)	(4.09)
Net Profit / (Loss) after tax and extraordinary items	(6.84)	(4.09)
Equity Share Capital	5.00	5.00
Reserves and Surplus / Other Equity	(10.94)	(4.09)
Net worth	(5.94)	0.91
Basic earnings per share (₹)	(13.69)	(8.19)
Diluted earnings per share (₹)	(13.69)	(8.19)
Return on net worth (%)	-	-
Net asset value per share (₹)	(11.87)	1.81

INTERNAL RISK FACTORS

1. The Transferee Company is an unlisted company and its equity shares are not available for trading on the stock exchange.

2. The Transferee Company, presently, does not carry on any business activity.

3. The Transferee Company has negative net worth.

4. The Transferee Company has, in past, entered into related party transactions and may continue to do so in the future.

SUMMARY OF OUTSTANDING LITIGATIONS, CLAIMS AND REGULATORY ACTION

A. Total number of outstanding litigations against and by our Company and amount involved – **Nil**

B. Brief details of top 5 material outstanding litigations against the Company and amount involved – **Nil**

C. Regulatory Action, if any - disciplinary action taken by SEBI or stock exchanges against the Promoters / Group companies in last 5 financial years including outstanding action, if any: **Nil**

D. Brief details of outstanding criminal proceedings against Promoters: **Nil**

RATIONALE AND BENEFITS OF SCHEME OF ARRANGEMENT

(a) The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to





the distinct activities.

(b) The transfer and vesting of the Mundra Power Generating Business into the Transferee Company will create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

(c) Separation of the Mundra Power Generating Business into the Transferee Company will put at par with the other operating subsidiaries of the Transferor Company, with specific strategic focus as well as specific financial arrangements.

(d) Transfer and vesting of the Mundra Power Generating Business to the Transferee Company will allow induction of capital/strategic investor into the Mundra Power Generating Business.

DECLARATION

We hereby declare that all relevant provisions of SEBI Circular and Part D of Schedule VIII of SEBI (ICDR) Regulations, 2009 have been complied with and no statement made in this Document is contrary to the provisions of SEBI Circular or SEBI (ICDR) Regulations, 2009. We further certify that all statements in this Document are true and correct.

For, Adani Power Limited,

Adani Power Ltd.

Deepak Pandya
Company Secretary & Compliance Officer

Place: Ahmedabad
Date: July 31, 2017

Vivro Financial Services Pvt. Ltd. Ahmedabad

For, Vivro Financial Services Pvt. Ltd.
Authorised Signatory

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

BENCH, AT AHMEDABAD

CA (CAA) NO. 84/NCLT/AHM/2017

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 - 232 read with other relevant provisions of the Companies Act, 2013;

And

In the matter of Adani Power Limited;

And

In the matter of Scheme of Arrangement between Adani Power Limited and The Adani Power (Mundra) Limited and their respective shareholders and creditors;

Adani Power Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India.

..... **Applicant Company**

EQUITY SHAREHOLDERS

FORM OF PROXY

[As per Form MGT-11 and Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19 (3) of the Companies (Management and Administration) Rules, 2014]

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

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

1. Name : _____

   Address : _____

   E-mail Id : _____

   Signature : _____ , or failing him

2. Name : _____

   Address : _____

   E-mail Id : _____

   Signature : _____ , or failing him

3. Name : _____

Address : _____

E-mail Id : _____

Signature : _____

as my/our proxy, to act for me/us at the meeting of the Equity Shareholders of the Applicant Company to be held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 10.00 a.m. (1000 hours) for the purpose of considering and, if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors (the "Scheme") and at such meeting, and at any adjournment or adjournments thereof, to vote, for me/us and in my/our name(s)_____(here, if 'for', insert **'FOR',** if 'against', insert **'AGAINST',** and in the later case, strike out the words below after 'the Scheme') the said arrangement embodied in the Scheme, either with or without modification(s)*, as my/our proxy may approve. (*Strike out whatever is not applicable)

Signed this _____ day of _____ 2017

Affix Rs. 1 Revenue Stamp

Signature of Shareholder (s) _____

Signature of Proxy Holder (s) _____

Notes:

1. The proxy must be deposited at the registered office of Adani Power Limited at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India, at least 48 (forty-eight) hours before the scheduled time of the commencement of the said meeting.
2. All alterations made in the form of proxy should be initialed.
3. Please affix appropriate revenue stamp before putting signature.
4. In case of multiple proxies, the proxy later in time shall be accepted.
5. Proxy need not be a shareholder of Adani Power Limited.
6. No person shall be appointed as a proxy who is a minor.
7. The proxy of a shareholder, blind or incapable of writing, would be accepted if such shareholder has attached his signature or mark thereto in the presence of a witness who shall add to his signature his description and address: provided that all insertions in the proxy are in the handwriting of the witness and such witness shall have certified at the foot of the proxy that all such insertions have been made by him at the request and in the presence of the shareholder before he attached his signature or mark.
8. The proxy of a shareholder who does not know English would be accepted if it is executed in the manner prescribed in point no. 7 above and the witness certifies that it was explained to the shareholder in the language known to him, and gives the shareholder's name in English below the signature.

ADANI POWER LIMITED

Registered office:
"Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India
Phone No. +91 79 2555 5696
CIN: L40100GJ1996PLC030533
Website: www.adanipower.com

EQUITY SHAREHOLDERS

ATTENDANCE SLIP

PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND OVER AT THE ENTRANCE OF THE MEETING HALL

MEETING OF
THE EQUITY SHAREHOLDERS
ON WEDNESDAY THE 20TH DAY OF SEPTEMBER 2017 AT 10.00 A.M.

I/We hereby record my/our presence at the meeting of the Equity Shareholders of Adani Power Limited, the Applicant Company, convened pursuant to the final order dated 7th day of August 2017 of the NCLT at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 10.00 a.m. (1000 hours).

Name and address of Equity Shareholder

(IN BLOCK LETTERS) : _____

_____

_____

Signature : _____

Reg. Folio No. : _____

Client ID : _____

D.P. ID : _____

No. of Shares : _____

Name of the Proxy* : _____
(IN BLOCK LETTERS)

Signature : _____

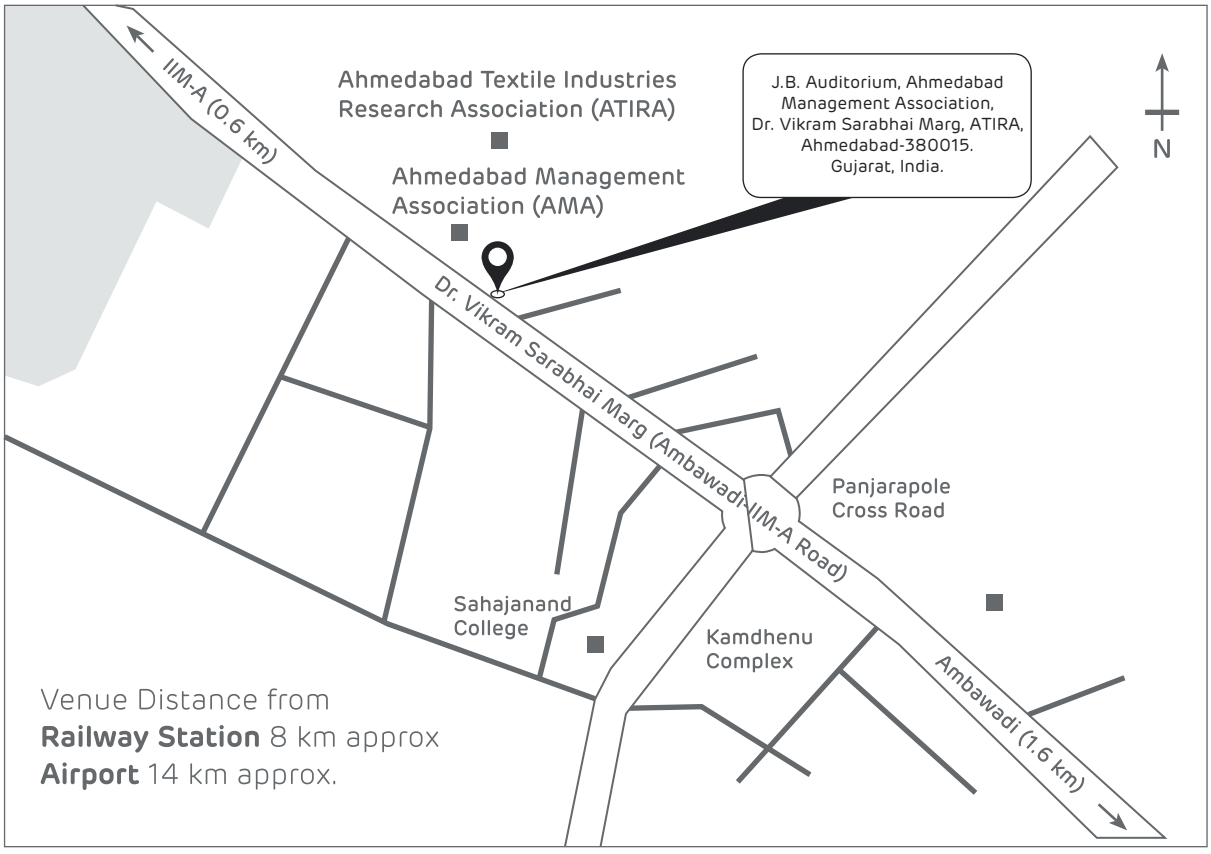
*(To be filled in by the Proxy in case he/she attends instead of the shareholder)

Notes:

1. Equity Shareholders attending the meeting in person or by proxy or through authorised representative are requested to complete and bring the Attendance slip with them and hand it over at the entrance of the meeting hall.
2. Equity Shareholders who come to attend the meeting are requested to bring their copy of the Scheme with them.
3. Equity Shareholders who hold shares in dematerialized form are requested to bring their client ID and DP ID for easy identification of attendance at the meeting.
4. Equity Shareholders are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the Register of Members of Adani Power Limited in respect of such joint holding will be entitled to vote. Limited in respect of such joint holding will be entitled to vote.

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Route Map for the venue of the meeting



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ADANI POWER LIMITED

Registered Office
"Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura,
Ahmedabad- 380 009, Gujarat, India
CIN : L40100GJ1996PLC030533
Phone No : +91 79 2555 5696 **Fax No. :** +91-79-2555 7177
Website : www.adanipower.com **E-mail :** deepak.pandya@adani.com

The last date for receipt of Postal Ballot is 19th day of September 2017, 5.00 p.m. (1700 hours)

POSTAL BALLOT FORM

Postal Ballot No.

1. Name and Registered address of the Sole-First named Shareholder.	
2. Name(s) of the Joint Shareholder(s).	
3. Registered Folio No./DP ID/ Client ID.	
4. No. of Share(s) held.	

5. I/ We hereby exercise my/ our vote in respect of the Resolution to be passed through Postal Ballot for the business stated in the Notice convening the meeting of the equity shareholders of the Company pursuant to final order passed by the Hon'ble National Company Law Tribunal, Bench, at Ahmedabad dated 7th day of August 2017 by sending my/ our assent or dissent to the said Resolution by placing tick (✓) mark at the appropriate box below :

Description of the Resolution	No. of Equity Shares	I/We assent to the Resolution (For)	I/We dissent to the Resolution (Against)
Resolution for approval of the Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective Shareholders and Creditors.			

Place :

Date :

Signature of the Member/ Beneficial Owner

Notes :

1. If the voting rights are exercised Electronically, there is no need to use this form.
2. Please read carefully the instructions overleaf before exercising your Vote.

INSTRUCTIONS

1. A member desiring to exercise vote by Postal Ballot, may complete this Postal Ballot Form and send it to the Scrutinizer in the attached self-addressed Business Reply Envelope. Postage will be borne and paid by the Company. However, envelope containing Postal Ballot if sent by Courier or Registered Post at the expense of the member will also be accepted.

2. The self-addressed Business Reply Envelope bears the name of the Scrutinizer appointed by the National Company Law Tribunal.

3. The Postal Ballot Form should be completed and signed by the member. In case of joint holding, this Form should be completed and signed (as per the specimen signature registered with the Company) by the first named member and in his/her absence, by the next named member.

4. An incomplete, unsigned, incorrectly completed, incorrectly ticked, defaced, torn, mutilated, over written, wrongly/unsigned Postal Ballot Form will be rejected.

5. Duly completed Postal Ballot Form should reach the Scrutinizer not later than 5.00 p.m. on 19th day of September 2017. All Postal Ballot Forms received after this date, will be strictly treated as if reply from such member has not been received.

6. In case of shares held by Companies, Trust, Societies etc. the duly completed Postal Ballot Form should be accompanied by a certified copy of the Board Resolution/POA preferably with attested specimen signature(s) of the duly authorized person(s) giving requisite authority to the person voting on the Postal Ballot Form.

7. Voting rights shall be reckoned on the paid-up value of the shares registered in the name of the members on the cut off date i.e. 11th day of August 2017.

8. Members are requested not to send any other paper along with the Postal Ballot Form in the enclosed self addressed postage prepaid Business Reply Envelope as any extraneous paper found in such envelope would be destroyed by the Scrutinizer and the Company would not be able to act on the same.

9. The Postal Ballot shall not be exercised by a Proxy.

10. There will be one Postal Ballot Form for every Folio / Client ID, irrrepective of the number of joint holders.

11. Members have option to vote either through e-voting or through Postal Ballot Form. If a member has opted for e-voting, then he/she should not vote by Postal Ballot also and vice-a-versa. However, in case members cast their vote both via physical ballot and e-voting, then voting through physical ballot shall prevail and voting done by e-voting shall be treated as invalid.

12. Scrutinizer's decision on the validity of the Postal Ballot shall be final.

adani

NOTICE – SECURED CREDITORS

ADANI POWER LIMITED

Registered Office	"Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India
Tel No	+91 79 2555 5696
CIN	L40100GJ1996PLC030533
Website	www.adanipower.com
E-mail	deepak.pandya@adani.com

MEETING OF THE SECURED CREDITORS

OF

ADANI POWER LIMITED

(convened pursuant to final order dated 7th day of August 2017 passed by the National Company Law Tribunal, Bench at Ahmedabad)

MEETING

Day	Wednesday
Date	20th day of September 2017
Time	11.00 a.m. (1100 hours)
Venue	J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad-380 015, Gujarat, India

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

BENCH, AT AHMEDABAD

CA (CAA) NO. 84/NCLT/AHM/2017

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 - 232 read with other relevant provisions of the Companies Act, 2013;

And

In the matter of Adani Power Limited;

And

In the matter of Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors;

Adani Power Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India. ..... Applicant Company

NOTICE CONVENING THE MEETING OF THE SECURED CREDITORS OF THE APPLICANT COMPANY

To,

The secured creditors of Adani Power Limited (the "Applicant Company"):

TAKE NOTICE that by a final order made on the 7th day of August 2017 in the abovementioned Company Application (the **"Order"**), the Hon'ble National Company Law Tribunal, Bench at Ahmedabad **("NCLT")** has directed that a meeting of the secured creditors of the Applicant Company, be convened and held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 11.00 a.m. (1100 hours) for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors **("Scheme").**

TAKE FURTHER NOTICE that in pursuance of the said Order and as directed therein, a meeting of the secured creditors of the Applicant Company, will be held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 11.00 a.m. (1100 hours), at which place, day, date and time you are requested to attend. At the meeting, the following resolution will be considered and if thought fit, be passed, with or without modification(s):

*"**RESOLVED THAT** pursuant to the provisions of Sections 230 - 232 and other applicable provisions of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof) as may be applicable, the Securities and Exchange Board of India Circular No. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017, the observation letters issued by each of the BSE Limited and the National Stock Exchange of India Limited, both dated 14th day of July 2017 and subject to the provisions of the Memorandum and Articles of Association of the Company and subject to the approval of Hon'ble National Company Law Tribunal, Bench at Ahmedabad (**"NCLT"**) and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by NCLT or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the "**Board**", which term shall be deemed to*

*mean and include one or more Committee(s) constituted/to be constituted by the Board or any person(s) which the Board may nominate to exercise its powers including the powers conferred by this resolution), the arrangement embodied in the Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors ("**Scheme**") placed before this meeting and initialled by the Chairman of the meeting for the purpose of identification, be and is hereby approved.*

***RESOLVED FURTHER THAT** the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the NCLT while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any questions or doubts or difficulties that may arise including passing of such accounting entries and /or making such adjustments in the books of accounts as considered necessary in giving effect to the Scheme, as the Board may deem fit and proper."*

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the registered office of the Applicant Company at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India, not later than 48 (forty eight) hours before the time fixed for the aforesaid meeting. The form of proxy can be obtained free of charge from the registered office of the Applicant Company.

Copies of the Scheme and of the Explanatory Statement, under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, along with the enclosures as indicated in the Index, can be obtained free of charge at the registered office of the Applicant Company at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India, or at the office of its advocates, M/s. Singhi & Co., Singhi House, 1, Magnet Corporate Park, Near Sola Bridge, S. G. Highway, Ahmedabad – 380 059, Gujarat, India.

NCLT has appointed Mr. Justice K. A. Puj, former Judge of High Court of Gujarat, and in his absence, Mr. Justice Kamal Mehta, former Judge of High Court of Gujarat to be the Chairman of the said meeting including for any adjournment or adjournments thereof.

The Scheme, if approved in the aforesaid meeting, will be subject to the subsequent approval of NCLT.

A copy of the Explanatory Statement, under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme and the other enclosures as indicated in the Index are enclosed.

Sd/-
Mr. Justice K. A. Puj
(former Judge of High Court of Gujarat)
Chairman appointed for the meeting

Dated this 12th day of August 2017

Registered office: "Shikhar", Near Adani House,
Mithakhali Six Roads,
Navrangpura,
Ahmedabad- 380 009,
Gujarat, India.

Notes:

1. All alterations made in the Form of Proxy should be initialled.
2. Only secured creditors of the Applicant Company may attend and vote either in person or by proxy (a proxy need not be a secured creditor of the Applicant Company) or in the case of a body corporate, by a representative authorised under Section 113 of the Companies Act, 2013 at the meeting of the secured creditors of the Applicant Company. The authorised representative of a body corporate which is a secured creditor of the Applicant Company may attend and vote at the meeting of the secured creditors of the Applicant Company provided a certified true copy of the resolution of the board of directors or other governing body of the body corporate authorising such representative to attend and vote at the meeting of the secured creditors of the Applicant Company is deposited at the registered office of the Applicant Company not later than 48 (forty eight) hours before the scheduled time of the commencement of the meeting of the secured creditors of the Applicant Company. The Form of Proxy can be obtained free of charge at the registered office of the Applicant Company.
3. The quorum of the meeting of the secured creditors of the Applicant Company shall be 2 (two) secured creditors of the Applicant Company, present in person.
4. Secured creditor or his proxy, attending the meeting, is requested to bring the Attendance Slip duly completed and signed.
5. The documents referred to in the accompanying Explanatory Statement shall be open for inspection by the secured creditors at the registered office of the Applicant Company between 10.00 a.m. and 12.00 noon on all days (except Saturdays, Sundays and public holidays) upto the date of the meeting.
6. Mr. Ravi Kapoor, Practicing Company Secretary (Membership No. FCS 2587/CP 2407) has been appointed as the scrutinizer to conduct the voting process through ballot/polling at the venue of the meeting in a fair and transparent manner.
7. The scrutinizer will submit his report to the Chairman of the meeting after completion of the scrutiny of the votes cast by the secured creditors of the Applicant Company through ballot/polling paper at the venue of the meeting. The scrutinizer's decision on the validity of the vote shall be final. The results of votes cast through ballot/polling paper at the venue of the meeting will be announced on or before 22nd day of September 2017 at the registered office of the Applicant Company. The results, together with the scrutinizer's Reports, will be displayed at the registered office of the Applicant Company and on the website of the Applicant Company www.adanipower.com besides being communicated to BSE Limited and National Stock Exchange of India Limited.
8. Secured Creditors as per the books of accounts as on 31st day of July 2017 will be entitled to exercise their right to vote on the above meeting.
9. NCLT by its said Order has directed that a meeting of the secured creditors of the Applicant Company shall be convened and held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat India, on Wednesday, the 20th day of September 2017 at 11.00 a.m. (1100 hours) for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme. Secured creditors would be entitled to vote in the said meeting either in person or through proxy.
10. The Applicant Company has provided the facility of ballot/polling paper at the venue of the meeting.
11. In accordance with the provisions of Sections 230 – 232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority in number representing three fourth in value of the secured creditors of the Applicant Company, voting in person or by proxy, agree to the Scheme.
12. The Notice, together with the documents accompanying the same, is being sent to the secured creditors either by registered post or speed post/airmail or by courier service. The Notice will be displayed on the website of the Applicant Company www.adanipower.com.
13. The notice convening the meeting, the date of dispatch of the notice and the Explanatory Statement, amongst others, will be published through advertisement in the following newspapers, namely, (i) Indian Express (All Editions) in the English language; and (ii) translation thereof in Sandesh (Ahmedabad Edition) in the Gujarati language.

Encl.: As above

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

BENCH, AT AHMEDABAD

CA (CAA) NO. 84/NCLT/AHM/2017

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 - 232 read with other relevant provisions of the Companies Act, 2013;

And

In the matter of Adani Power Limited;

And

In the matter of Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors;

Adani Power Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India. ..... Applicant Company

EXPLANATORY STATEMENT UNDER SECTIONS 230(3), 232(1) AND (2) AND 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. Pursuant to the final Order dated 7th day of August 2017, passed by the Hon'ble National Company Law Tribunal, Bench at Ahmedabad (the **"NCLT"**), in CA (CAA) NO. 84/NCLT/AHM/2017 **("Order")**, a meeting of the secured creditors of Adani Power Limited (hereinafter referred to as the **"Applicant Company"** or the **"Transferor Company"** as the context may admit) is being convened at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 11.00 a.m. (1100 hours), for the purpose of considering, and if thought fit, approving, with or without modification(s), the Scheme of Arrangement between the Transferor Company and Adani Power (Mundra) Limited (hereinafter referred to as the **"Transferee Company")** and their respective shareholders and creditors under Sections 230 - 232 and other applicable provisions of the Companies Act, 2013 (the **"Scheme"**). Transferor Company and the Transferee Company are together referred to as the **"Companies"**. A copy of the Scheme, which has been, inter alios, approved by the Audit Committee and the Board of Directors of the Applicant Company at their meetings, both held on 6th day of June 2017, is enclosed as **Annexure 1**. Capitalised terms used herein but not defined shall have the meaning assigned to them in the Scheme, unless otherwise stated.
2. In terms of the said Order, the quorum for the said meeting shall be 2 (two) secured creditors present in person. Further in terms of the said Order, NCLT, has appointed Mr. Justice K. A. Puj, former Judge of High Court of Gujarat, and in his absence, Mr. Justice Kamal Mehta, former Judge of High Court of Gujarat including for any adjournment or adjournments thereof.
3. This statement is being furnished as required under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 (the **"Act"**) read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (the **"Rules"**).
4. As stated earlier, NCLT by its said Order has, inter alia, directed that a meeting of the secured creditors of the Applicant Company shall be convened and held at J.B. Auditorium, Ahmedabad Management

Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 11.00 a.m. (1100 hours) for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme. Secured creditors would be entitled to vote in the said meeting either in person or through proxy.

5. In accordance with the provisions of Sections 230 – 232 of the Act, the Scheme shall be acted upon only if a majority in number representing three fourths in value of the secured creditors, or class of secured creditors, of the Applicant Company, as the case may be, voting in person or by proxy agree to the Scheme.

6. In terms of the Order dated 7th day of August 2017, passed by the NCLT, in CA(CAA) No. 84/ NCLT/AHM/2017, if the entries in the records/registers of the Applicant Company in relation to the number or value, as the case may be, of the secured creditors are disputed, the Chairman of the meeting shall determine the number or value, as the case may be, for the purposes of the said meeting, subject to the order of NCLT in the petition seeking sanction of the Scheme.

Particulars of the Transferor Company

7. The Transferor Company is a company incorporated on 22nd day of August 1996 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956 (the **"Act of 1956"**) in the name of Adani Power Limited. Its name was changed to (a) Adani Power Private Limited on 3rd day of June 2002; and (b) Adani Power Limited on 12th day of April 2007. The Transferor Company is a listed public limited company. The equity shares of the Transferor Company are listed on the National Stock Exchange of India Limited ('NSE') and BSE Limited ('BSE'). The unsecured Redeemable Non-Convertible Debentures ("NCDs") of the Transferor Company, which had been issued and allotted from time to time, are privately placed. Some of the aforesaid NCDs are listed on the Wholesale Debt Market segment of BSE. There has been no change in the name of the Transferor Company in the last five (5) years. The Corporate Identification Number of the Transferor Company is L40100GJ1996PLC030533. The Permanent Account Number of the Transferor Company is AABCA2957L.

8. The registered office of the Transferor Company is situated at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. There has been no change in the registered office address of the Transferor Company in last five (5) years. The e-mail address of the Transferor Company is deepak.pandya@adani.com

9. The objects for which the Transferor Company has been established are set out in its Memorandum of Association. The main object of the Transferor Company is, as follows:

"III. A.

1. *To carry on the business of generation, accumulation, distribution and supply of and to generally deal in electricity.*
2. *The explore, develop, generate, accumulate, supply and distribute or to deal in other forms of energy from an source whatsoever.*
3. *To establish, operate and maintain generating stations, accumulation, tie lines, substations, workshops, transmission lines and to lay down cables, wires.*
4. *To manufacture, deal in, let on hire, install, repair and maintain plant, machinery, equipment, appliances, components and apparatus of any nature whatsoever used in connection with generation storage, supply, distributors, application of electrical energy.*
5. *To establish and develop Special Economic Zones and to carry on the business of properties developers, builders, creators, operators, owners, contractors of all and any kind of Infrastructure facilities and services including roads, railways, , cargo movement and cargo handling including mechanized handling system and equipment, land development, water desalination plant, water treatment & recycling facilities, water supply & distribution system, solid waste management, effluent treatment facilities, power generation, transmission, distribution, power trading, generation and supply of gas or any other form of energy, environmental protection and pollution control, public utilities, security services, municipal services, and of like infrastructure facilities and services viz., telecommunication, cell services, cable and satellite communication networking, data transmission network, information technology network, factory buildings, warehouses, internal container depots, container freight station, clearing houses, research centre, trading*

centers, school and educational institutions, hospitals, community centre, training centres, hostels, places of worship, courts, markets, canteen, restaurants, residential complexes, commercial complexes and other social infrastructures and equip the same with all or any amenities, other facilities and infrastructure required by the various industries and people, entertainment centers, amusement park, green park, recreational zone, to purchase, acquire, take on lease or in exchange or in any other lawful manner land, building, structures to promote industrial, commercial activity for inland and foreign trade, and to do government liaison work and other work."

There has been no change in the object clause of the Transferor Company in the last 5 years.

10. The Transferor Company is a part of Adani Group with various business interests. The brief description of the major activities being carried out by the Transferor Company along with its subsidiaries are as under:

(a) The Transferor Company is engaged in the business of generating power and for the said purpose has set-up and commissioned 4,620 MW thermal power plant (comprising of 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, 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 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. For specified end use of the 6 units out of the aforesaid 9 units, the Government of India has allocated Jitpur coal block located in the State of Jharkhand to the Transferor Company. The aforesaid business activities are hereinafter referred to as "Mundra Power Generation Business";

(b) The Transferor Company is also engaged in generation of solar power pursuant to commissioning of 40 MW Solar Power Project at Village Bitta-Naliya, District Kutch, Gujarat;

(c) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Maharashtra Limited, which has set-up and commissioned 3,300 MW thermal power plant at Tiroda, Maharashtra;

(d) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Rajasthan Limited, which has set-up and commissioned 1,320 MW thermal power plant at Kawai, Rajasthan;

(e) The Transferor Company holds 100% of the paid-up equity share capital of Udupi Power Corporation Limited, which has set-up and commissioned 1,200 MW thermal power plant at Yellur, District Udupi, Karnataka;

(f) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power (Jharkhand) Limited, which is setting up 1,600 MW thermal power plant at District Podaiyahaat - Godda, Jharkhand.

11. The Authorised, Issued, Subscribed and Paid up Share Capital of the Transferor Company as on 31st day of July 2017 was as follows:

Share Capital	**Amount (in Rs.)**
Authorized Share Capital	
4,50,00,00,000 Equity Shares of Rs. 10/- each	45,00,00,00,000
50,00,00,000 Cumulative Compulsorily Convertible Participatory Preference Shares of Rs. 10/- each	5,00,00,00,000
TOTAL	**50,00,00,00,000**
Issued, Subscribed and Paid-Up Share Capital	
3,85,69,38,941 fully paid up equity shares of Rs. 10/- each	38,56,93,89,410
TOTAL	**38,56,93,89,410**

12. Subsequent to 31st day of July 2017, there has been no change in the share capital of the Transferor Company.

Particulars of the Transferee Company

13. The Transferee Company is a company incorporated on 16th day of February, 2015 with the Registrar of Companies, Gujarat, under the provisions of the Act in the name of Adani Power (Karnataka) Limited. The name of Adani Power (Karnataka) Limited was changed to Adani Power (Mundra) Limited with effect from 27th day of April 2017. The Transferee Company is an unlisted public limited company. The Transferor Company along with its wholly owned subsidiary, Adani Power (Jharkhand) Limited, holds 100% of the paid-up equity share capital of the Transferee Company (the Transferor Company and Adani Power (Jharkhand) Limited hold 99% and 1%, respectively, in the paid-up equity share capital of the Transferee Company). Except as stated hereinabove, there has been no change in the name of the Transferee Company in the last five (5) years. The Corporate Identification Number of the Transferee Company is U40300GJ2015PLC082295. The Permanent Account Number of the Transferee Company is AANCA2426J.

14. The registered office of the Transferee Company is situated at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. There has been no change in the registered office address of the Transferee Company in the last five (5) years. The e-mail address of the Transferee Company is dharmesha.desai@adani.com.

15. The objects for which the Transferee Company has been established are set out in its Memorandum of Association. The main objects of the Transferee Company are as follows:

"III. (A)

1. To carry on the business of generation, accumulation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. To explore, develop, generate, accumulate, supply and distribute or to deal in other forms of energy from any source whatsoever. To establish, operate and maintain generating stations, accumulation, tie lines, substations, workshops, transmission lines and to lay down cables, wires. To manufacture, deal in, let on hire, install, repair and maintain plant, machinery, equipment, appliances, components and apparatus of any nature whatsoever used in connection with generation storage, supply, distribute, application of electrical energy."

There has been no change in the object clause of the Transferee Company since its incorporation dated 16th day of February 2015.

16. The Transferee Company has been incorporated with an object to, inter alia, carry on the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. Presently, no business is being carried out by the Transferee Company.

17. The Authorised, Issued, Subscribed and Paid up Share Capital of the Transferee Company as on 31st day of July 2017 was as follows:

Share Capital	**Amount (in Rs.)**
Authorized Share Capital	
50,000 Equity Shares of Rs. 10/- each	5,00,000
TOTAL	**5,00,000**
Issued, Subscribed and Paid-Up Share Capital	
50,000 fully paid up equity shares of Rs. 10/- each	5,00,000
TOTAL	**5,00,000**

18. Subsequent to 31st day of July 2017, there has been no change in the share capital of the Transferee Company.

Description and Rationale for the Scheme

19. The Scheme, inter alia, provides for :

(i) transfer and vesting of the Mundra Power Generation Undertaking (as defined in the Scheme) of the Transferor Company to the Transferee Company with effect from the Appointed Date (as

defined in the Scheme), as a going concern on a Slump Exchange (as defined in the Scheme) basis;

(ii) reduction of the Securities Premium Account of the Transferor Company;

(iii) increase in the authorised share capital of the Transferee Company; and

(iv) for matters consequential, incidental, supplemental and/or otherwise integrally connected therewith.

20. The rationale and purpose of the Scheme is as under:

(a) The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to the distinct activities.

(b) The transfer and vesting of the Mundra Power Generating Business into the Transferee Company will create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

(c) Separation of the Mundra Power Generating Business into the Transferee Company will put at par with the other operating subsidiaries of the Transferor Company, with specific strategic focus as well as specific financial arrangements.

(d) Transfer and vesting of the Mundra Power Generating Business to the Transferee Company will allow induction of capital/strategic investor into the Mundra Power Generating Business.

Corporate Approvals

21. The proposed Scheme, was placed before the Audit Committee of the Transferor Company at its meeting held on 6th day of June 2017. The Audit Committee of the Transferor Company took into account the Valuation Report dated 6th day of June 2017, issued by B S R & Associates LLP, Chartered Accountants (the **"Valuation Report"**) and the fairness opinion, dated 6th day of June 2017, provided by JM Financial Institutional Securities Limited, a Category I Merchant Banker, **("Fairness Opinion")** appointed for this purpose by the Transferor Company. A copy of the Valuation Report is enclosed as **Annexure 2.** The Valuation Report is also open for inspection. A copy of the Fairness Opinion is enclosed as **Annexure 3.** The Audit Committee of the Transferor Company based on the aforesaid, inter alia, recommended the Scheme to the Board of Directors of the Transferor Company for its favourable consideration.

22. The Scheme along with the Valuation Report was placed before the Board of Directors of the Transferor Company, at its meeting held on 6th day of June 2017. The Fairness Opinion and the report of the Audit Committee was also submitted to the Board of Directors of the Transferor Company. Based on the aforesaid, the Board of Directors of the Transferor Company approved the Scheme. The meeting of the Board of Directors of the Transferor Company, held on 6th day of June 2017, was attended by 6 (Six) directors (namely, Mr. Gautam S. Adani, Mr. Rajesh S. Adani, Mr. Vneet S Jaain, Mr. C. P. Jain, Mr. Raminder Singh Gujral and Ms. Nandita Vohra) in person. None of the directors of the Transferor Company who attended the meeting, voted against the Scheme. Thus, the Scheme was approved unanimously by the directors, who attended and voted at the meeting.

23. Separately, the proposed Scheme, was placed before the Audit Committee of the Transferee Company at its meeting held on 6th day of June 2017. The Audit Committee of the Transferee Company took into account the Valuation Report. The Audit Committee of the Transferee Company based on the aforesaid, inter alia, recommended the Scheme to the Board of Directors of the Transferee Company for its favourable consideration.

24. The Scheme along with the Valuation Report was placed before the Board of Directors of the Transferee Company, at its meeting held on 6th day of June 2017. Based on the aforesaid, the Board of Directors of the Transferee Company approved the Scheme. The meeting of the Board of Directors of the Transferee

Company, held on 6th day of June 2017, was attended by 5 (Five) directors (namely, Mr. Jatinder Bhatnagar, Mr. Rajiv Kumar Rustagi, Mr. M. R. Krishna Rao, Mr. K. K. Mishra and Ms. Sushama Oza) in person. None of the directors of the Transferee Company who attended the meeting voted against the Scheme. Thus, the Scheme was approved unanimously by the directors, who attended and voted at the meeting.

Approvals and actions taken in relation to the Scheme

25. BSE was appointed as the designated stock exchange by the Transferor Company for the purpose of co-ordinating with the SEBI, pursuant to the SEBI Circular. The Transferor Company has received observation letters regarding the Scheme from BSE and NSE, respectively, both on 14th day of July 2017. In terms of the observation letters of BSE and NSE, respectively, both dated 14th day of July 2017, BSE and NSE, inter alia, conveyed their no adverse observations/no objection for filing the Scheme with NCLT. Copies of the observation letters, both dated 14th day of July 2017, received from BSE and NSE, respectively, are enclosed as **Annexures 4** and **5.**

26. As required by the SEBI Circular, the Transferor Company had filed the complaints report with BSE and NSE, on 10th day of July 2017 and 11th day of July 2017, respectively. These reports indicates that the Transferor Company received nil complaints. Copies of the complaints report submitted by the Transferor Company to BSE and NSE, dated 10th day of July 2017 and 11th day of July 2017, respectively, are enclosed as **Annexure 6.**

27. In respect of the aforesaid Scheme, the Transferor Company has received no objection/approvals/ consents from BSE and NSE pursuant to letter dated 14th day of July 2017 addressed by SEBI. The Companies or any of them would obtain such necessary approvals/sanctions/no objection(s) from the regulatory or other governmental authorities in respect of the Scheme in accordance with law, if so required.

28. The applications along with the annexures thereto (which includes the Scheme) were filed by the Companies with the NCLT, on 18th day of July 2017.

29. Certain clauses of the Scheme are extracted below:

2. DEFINITIONS

"Appointed Date" *means 31st March 2017;*

"Effective Date" *means the last of the dates on which all conditions, matters and filings referred to in Clause 24 hereof have been fulfilled and necessary orders, approvals and consents referred to therein have been obtained. References in this Scheme to the date of* ***"coming into effect of this Scheme"*** *or "****effectiveness of this Scheme"*** *shall mean the Effective Date;*

*"****Encumbrance"*** *or "****Encumber"*** *shall mean any: (i) encumbrance including without limitation any security interest, claim, mortgage, pledge, charge, hypothecation, lien, lease, assignment, deed of trust, title retention, deposit by way of security, beneficial ownership (including usufruct and similar entitlements), or any other similar interest held by the third person; (ii) security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law; (iii) right of pre-emption, right of first offer, or refusal or transfer restriction in favour of any person; and/or (iv) any adverse claim as to title, possession or use;*

"LODR" *means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;*

"Mundra Power Generating Employees" *shall mean all the employees of the Transferor Company employed in the Mundra Power Generating Undertaking;*

"Mundra Power Generating Liabilities" *shall have the meaning set forth in Clause 7.1;*

"Mundra Power Generating Undertaking" *means all the businesses, undertakings, activities, operations, properties, liabilities and reserves and surplus pertaining to the Mundra Power Generating Business, on a going concern basis, and shall mean and include, without limitation:*

(a) 4,620 MW thermal power plant set-up and commissioned on an area of 293.8810 hectares in the multi product Special Economic Zone at Village Tunda and Siracha, Taluka Mundra, District Kutch, Gujarat;

(b) *letter of approvals granting the status as Co-Developer to the 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 Transferor Company;*

(c) *Jitpur coal block located in the State of Jharkhand, allocated by the Government of India.*

(d) *all immovable properties 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., which immovable properties are currently in use for the purpose of and in relation to the Mundra Power Generating Business 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) *all assets, as are movable in nature pertaining to and in relation to the Mundra Power Generating Business and Jitpur Coal block, 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, 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 Government, 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) *all 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, statutory or regulatory or local or administrative bodies for the purpose of carrying on the Mundra Power Generating Business or in connection therewith), tax deferrals, tax credits (including any credits arising from advance tax, other income tax credits, withholding tax credits, minimum alternate tax credits, CENVAT credits, goods and services tax credits, 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), advantages, benefits and all other rights, privileges, powers and facilities of every kind and description of whatsoever nature and the benefits thereto that pertain to the Mundra Power Generating Business;*

(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, 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 pertaining to the Mundra Power Generating Business;*

(h) *all trade marks, trade names, service marks, copyrights, patents, domain names, designs, intellectual*

property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical know how, confidential information and all such rights of whatsoever description and nature that pertain exclusively to the Mundra Power Generating Business;

(i) *all rights to use and avail telephones, telexes, facsimile, email, 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 the Transferor Company pertaining to or in connection with or relating to the Transferor Company in respect of the Mundra Power Generating Business 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 the Transferor Company and pertaining to the Mundra Power Generating Business;*

(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 that pertain to the Mundra Power Generating Business;*

(k) *all debts, liabilities including contingent liabilities, duties, taxes and obligations of the Transferor Company pertaining to the Mundra Power Generating Business and/or arising out of and/or relatable to the Mundra Power Generating Business;*

(l) *all employees of the Transferor Company employed/engaged in the Mundra Power Generating Business as on the Effective Date; and*

(m) *all legal or other proceedings of whatsoever nature that pertain to the Mundra Power Generating Business.*

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the Mundra Power Generating Business or whether it arises out of the activities or operations of the Mundra Power Generating Business, the same shall be decided by mutual agreement between Board of Directors of the Transferor Company and the Transferee Company.

"Remaining Business" shall mean all the undertakings, businesses, activities, operations, assets and liabilities of the Transferor Company, other than those comprised in the Mundra Power Generating Undertaking;

"SEBI Circular" means, together, the circular no. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 and the circular no. CFD/DIL3/CIR/2017/26 dated 23rd day of March 2017, each issued by SEBI, including any modifications thereto;

"Slump Exchange" means the transfer and vesting of the Mundra Power Generating Undertaking of the Transferor Company to the Transferee Company on a going concern basis for a lump sum consideration, to be exchanged by way of issuance of equity shares of the Transferee Company, without values being assigned to the individual assets and liabilities.

SECTION 1 - TRANSFER AND VESTING OF THE MUNDRA POWER GENERATING UNDERTAKING

5.1 *Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Mundra Power Generating Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Mundra Power Generating Undertaking) shall, subject to the provisions of this Clause 5 in relation to the mode of transfer and vesting and pursuant to Section 232(4) of the Act and without any further act or deed, be transferred to and vested in the Transferee Company or be deemed to have been transferred to and vested in the Transferee Company as a going concern, on Slump Exchange basis, so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest and authorities of the Transferee Company, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.*

5.7 Any assets acquired by the Transferor Company after the Appointed Date but prior to the Effective Date pertaining to the Mundra Power Generating Undertaking shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in the Transferee Company upon the coming into effect of this Scheme.

6. Transfer of contracts, deeds, etc.

6.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme including Clause 7, all contracts, deeds, bonds, undertakings including bond cum legal undertaking, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Mundra Power Generating Undertaking, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which is subsisting or have effect immediately before the Effective Date, shall continue in full force and effect against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

6.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all approvals, consents, benefits, registrations, entitlements, credits, permissions, licenses, certificates, no objection certificates, exemptions, concessions, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company in relation to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications to any Governmental Authority as may be necessary in this behalf.

7. Transfer of Liabilities

7.1 Upon the coming into effect of this Scheme, all debts, liabilities, loans raised and used, obligations incurred, duties of any kind, nature or description (including contingent liabilities which arise out of the activities or operations of the Mundra Power Generating Undertaking) of the Transferor Company as on the Appointed Date and relatable to the Mundra Power Generating Undertaking ("Mundra Power Generating Liabilities") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Transferee Company to the extent that they are outstanding as on the Effective Date and shall become the debts, liabilities, loans, obligations and duties of the Transferee Company which shall meet, discharge and satisfy the same.

7.3 Upon the coming into effect of this Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by the Transferor Company for the operations of the Mundra Power Generating Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the loans, debts, liabilities, duties and obligations of the Transferee Company.

7.4 In so far as the existing Encumbrances in respect of the Mundra Power Generating Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Mundra Power Generating Undertaking which has been Encumbered in respect of the Mundra Power Generating Liabilities as transferred to the Transferee Company pursuant to this Scheme. Provided that if any of the assets comprised in the Mundra Power Generating Undertaking which are being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the Mundra Power Generating Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

7.5 For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business is concerned, subject to Clause 7.4, the Encumbrances over such assets relating to the Mundra Power Generating Liabilities shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Mundra Power Generating Undertaking is concerned, the Encumbrances over such assets relating to any loans, borrowings or other debts or debt securities which are not transferred pursuant

to this Scheme (and which shall continue with the Transferor Company), shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

8. Legal, taxation and other proceedings

8.1 Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Transferor Company and relating to the Mundra Power Generating Undertaking, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the Transferee Company after the Effective Date. The Transferor Company shall in no event be responsible or liable in relation to any such legal or other proceedings against the Transferee Company. The Transferee Company shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Transferor Company.

9. Employees

9.1 Upon the coming into effect of this Scheme, the Mundra Power Generating Employees in relation to the Mundra Power Generating Undertaking (the "Transferred Employees") shall become the employees of the Transferee Company with effect from the Effective Date, and, subject to the provisions hereof, on terms and conditions not less favorable than those on which they are employed by the Transferor Company in the Mundra Power Generating Undertaking and without any interruption of, or break in, service as a result of the transfer of the Mundra Power Generating Undertaking. The Transferee Company agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of the Transferred Employees with the Transferor Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

SECTION 3 - REMAINING BUSINESS

12. The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or lenders.

SECTION 4 - CONSIDERATION BY THE TRANSFEREE COMPANY

16.1 Upon the coming into effect of this Scheme and upon transfer and vesting of the Mundra Power Generating Undertaking in the Transferee Company as a going concern on a Slump Exchange basis, in accordance with the terms of the Scheme and pursuant to the provisions of Section 230-232 and other relevant provisions of the Act and in exchange for which, the Transferee Company shall issue 10,60,00,000 (Ten Crores Sixty Lakhs) fully paid up equity shares of the face value of Rs. 10/- (Rupees Ten only) each to the Transferor Company.

SECTION 5 - REDUCTION OF SECURITIES PREMIUM ACCOUNT OF THE TRANSFEROR COMPANY

17.1 Upon the effectiveness of this Scheme, the Securities Premium Account (forming part of reserves and surplus) of the Transferor Company pertaining to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company and the Securities Premium Account in the books of the Transferor Company shall stand reduced by the amount so transferred without any further act or deed on the part of the Transferor Company. The reduction in the Securities Premium Account of the Transferor Company shall be effected as an integral part of the Scheme in accordance with the provisions of Section 52 read with Section 66 of the Act and any other applicable provisions of the Act without any further act or deed on the part of the Transferor Company and without any approval or acknowledgement of any third party. The order of the NCLT sanctioning the Scheme shall be deemed to also be the order passed by the NCLT under Section 52 read with Section 66 of the Act for the purpose of confirming such reduction.

SECTION 6 – ACCOUNTING TREATMENT

18. Accounting treatment in the books of the Transferor Company

Upon the coming into effect of this Scheme and with effect from the Appointed Date:

18.1 The Transferor Company shall de-recognize from its books, the book value of assets, liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking, transferred to the Transferee Company including the rights, interests and obligations of the Transferor Company in such assets, liabilities and reserves and surplus under the Scheme.

18.2 The difference between the consideration payable by the Transferee Company in terms of Clause 16 of the Scheme and the net assets transferred to the Transferee Company shall be adjusted in the Capital Reserve in the

books of the Transferor Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company and the aggregate of carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

19. Accounting treatment in the books of the Transferee Company

19.1 The Transferee Company shall account for the transfer and vesting of the Mundra Power Generating Undertaking in its books of account as per the "Pooling of Interest Method" prescribed under Indian Accounting Standard 103 – "Business Combinations" notified under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and other applicable accounting standards prescribed under the Act.

19.2 All the assets, liabilities and reserves and surplus of the Transferor Company pertaining to Mundra Power Generating Undertaking shall stand transferred to, and the same shall be recorded by, the Transferee Company at their respective carrying amount and in the same form as appearing in the books of the account of the Transferor Company.

19.3 The amount of inter-company balances, transactions or investments, if any, between the Transferor Company pertaining to the Mundra Power Generating Undertaking and the Transferee Company, appearing in the books of accounts of the Transferor Company and the Transferee Company, shall stand cancelled without any further act or deed.

19.4 The Transferee Company shall credit to the Share Capital account in its books of account, the aggregate face value of the equity shares issued and allotted to the Transferor Company as per Clause 16.1 of the Scheme.

19.5 In compliance with the Indian Accounting Standards (Ind AS), the difference between the consideration payable by the Transferee Company in terms of Clause 16.1 of the Scheme and net assets recorded in the books of the Transferee Company shall be adjusted in Capital Reserve in the books of the Transferee Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company and aggregate of the carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

20. Increase in authorised share capital of the Transferee Company

20.1 Upon the coming into effect of this Scheme, the Authorised Share Capital of the Transferee Company shall, without any further act or deed be automatically increased from Rs. 5,00,000/- (Rupees Five Lacs Only) to Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only). Consequently, clause V of the Memorandum of Association of the Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 232 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause:

"The Authorised Share Capital of the Company is Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only) divided into 350,00,00,000 (Three Hundred and Fifty Crores) Equity Shares of Rs. 10/- (Rupees Ten Only) each."

24. Scheme conditional on

The coming into effect of this Scheme is conditional upon and subject to:

(i) obtaining observation letter or no-objection letter from the Stock Exchanges by the Transferor Company in respect of the Scheme, pursuant to Regulation 37 of the LODR read with SEBI Circular and Regulations 11 and 94 of the LODR;

(ii) this Scheme being approved by the respective requisite majorities of the classes of members and creditors (where applicable) of the Companies as required under the Act;

(iii) the Scheme being approved by the majority of the public shareholders of the Transferor Company (by way of voting through postal ballot and e-voting) as required under the SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders, against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;

(iv) the NCLT having accorded its sanction to the Scheme;

(v) the certified copies of the orders of the NCLT approving this Scheme being filed with the jurisdictional registrar of companies;

(vi) such approvals and sanctions including sanction of any Governmental Authority as may be required by Law in respect of the Scheme being obtained; and

(vii) approval for transfer of letter of approvals granting the status as Co-Developer to the 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 transfer of approvals for the authorised operations to the transferee company from the appropriate authority.

You are requested to read the entire text of the Scheme to get fully acquainted with the provisions thereof. The aforesaid are only certain clauses of the Scheme.

Other matters

30. Summary of the Valuation Report including the basis of valuation is enclosed as **Annexure 7.**

31. The accounting treatment as proposed in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Act. The certificates issued by the respective Statutory Auditors of the Companies are open for inspection.

32. Under the Scheme, an arrangement is sought to be entered into between the Transferor Company and its equity shareholders (promoter shareholders and non-promoter shareholders). On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

In respect of the Scheme, an arrangement is sought to be entered into between the Transferor Company and its creditors though no liabilities of the creditors of the Transferor Company is being reduced or being extinguished under the Scheme.

As on date, the Transferor Company has no outstanding towards any public deposits and therefore, the effect of the Scheme on any such public deposit holders or deposit trustees do not arise.

Under the Scheme, no arrangement is sought to be entered into between the Transferor Company and its debenture holders (unsecured). No rights of the debenture holders of the Transferor Company are being affected pursuant to the transfer of Mundra Power Generation Undertaking. The debenture trustees appointed for the different series of debentures shall continue to remain the debenture trustees.

Under clause 9 of Part II of the Scheme, on and from the Effective Date, the Transferee Company undertakes to engage the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, on the same terms and conditions on which they are engaged by the Transferor Company without any interruption of service and in the same manner as provided under clause 9 of Part II of the Scheme. In the circumstances, the rights of the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, would in no way be affected by the Scheme. Further, the employees engaged in the Remaining Business of the Transferor Company shall continue to be the employees of the Transferor Company.

There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferor Company.

Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferor Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent of the equity shares held by them in the Transferor Company and/or to the extent of their shareholding as nominees in the Transferee Company and/or to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme. The individual shareholding of each of the said Directors, Key Managerial Personnel and their respective relatives, is less than 2% of the paid-up share capital of the Transferor Company.

33. Under the Scheme, an arrangement is sought to be entered into between the Transferee Company and its equity shareholders. On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

Under the Scheme there is no arrangement with the creditors of the Transferee Company. The liability of the creditors of the Transferee Company, under the Scheme, is neither being reduced nor being extinguished. The creditors of the Transferee Company would not be prejudicially affected by the Scheme.

As on date, the Transferee Company has no outstanding towards any public deposits or debentures and therefore, the effect of the Scheme on any such public deposit holders or debentureholders or deposit trustees or debenture trustees do not arise.

The rights of the employees of the Transferee Company are in no way affected by the Scheme. The employees engaged by the Transferee Company shall continue to be employed by the Transferee Company.

There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferee Company.

Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferee Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the directors, members of the company that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme.

34. In compliance with the provisions of Section 232(2)(c) of the Act, the Board of Directors of the Transferor Company and the Transferee Company have in their separate meetings held on 6th day of June 2017, respectively, have adopted a report, inter alia, explaining effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders amongst others. Copy of the Reports adopted by the respective Board of Directors of the Transferor Company and the Transferee Company are enclosed as **Annexure 8** and **Annexure 9**, respectively.

35. No investigation proceedings have been instituted or are pending in relation to the Companies under Sections 210 to 229 of Chapter XIV of the Act or under the corresponding provisions of the Act of 1956. Further, no proceedings are pending under the Act or under the corresponding provisions of the Act of 1956 against any of the Companies.

36. To the knowledge of the Companies, no winding up proceedings have been filed or are pending against them under the Act or the corresponding provisions of the Act of 1956.

37. The copy of the proposed Scheme has been filed by the respective Companies before the concerned Registrar of Companies both on 21st day of July 2017.

38. The Audited Financial Results/Statement of the Transferor Company and the Transferee Company for the period ended 31st day of March 2017 are enclosed as **Annexure 10** and **Annexure 11**, respectively.

39. The applicable information of the Transferee Company in the format specified for abridged prospectus as provided in Part D of Schedule VIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 is enclosed as **Annexure 12.**

40. As per the books of accounts (as on 31st day of July 2017) of the Transferor Company and the Transferee Company, respectively, the amount due to the unsecured creditors are Rs. 1,11,16,68,12,917 and Rs. 53,813 respectively.

41. The name and addresses of the promoters of the Transferor Company including their shareholding in the Companies as on 31st day of July 2017 are as under:

Sr. No.	Name and address of Promoters	Transferor Company		Transferee Company	
		No. of shares of Rs. 10 each	%	No. of shares of Rs. 10 each	%
1	Gautam S. Adani & Rajesh S. Adani (on behalf of S. B. Adani Family Trust) 9th Floor, Shikhar, Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380009	1,40,51,79,633	36.43	Nil	Nil
2	Shri Gautam S. Adani /Smt. Priti G. Adani (on behalf of Gautam S. Adani Family Trust) Shantivan Farm House, B/h. Karnavati Club, Gandhinagar Sarkhej Highway, Ahmedabad - 380057	1,64,32,820	0.43	Nil	Nil
3	Adani Properties Pvt. Ltd. Shikhar, Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009	Nil	Nil	Nil	Nil
4	Pan Asia Trade & Investments Pvt. Ltd Suite 501, St. James Court, St. Denis Street, Port Louis, Mauritius	7,77,37,201	2.02	Nil	Nil
5	Adani Tradeline LLP 801, Shikhar Complex, Srimali Soc., Navrangpura, Ahmedabad-380009	37,71,80,885	9.78	Nil	Nil
6	Worldwide Emerging Market Holding Limited 6th Floor, Tower I, Nexteracom Building, Ebene, Mauritius-1111111	19,28,46,900	5.00	Nil	Nil
7	Afro Asia Trade & Investments Limited 6th Floor, Tower I, Nexteracom Building, Ebene, Mauritius-111111	26,54,85,675	6.88	Nil	Nil
8	Universal Trade & Investments Limited 6th Floor, Tower I, Nexteracom Building, Ebene, Mauritius-111111	29,11,24,451	7.55	Nil	Nil
9	Emerging Market Investment DMCC Units No. 3606-C, Oaks Liwa Heights, Plot No. JLT-PH2-W3A, Jumeirah Lake Towers, Dubai, U.A.E.	13,50,000	0.04	Nil	Nil

42. The name and addresses of the promoters of the Transferee Company including their shareholding in the Companies as on 31st day of July 2017 are as under:

Sr. No.	Name and address of Promoters	Transferee Company	
		No. of shares of Rs. 10 each	%
1	Adani Power Limited and its nominees Shikhar, Near Adani House, Mithakhali Six Roads, Ahmedabad- 380009	49,500	99.00
2	Adani Power (Jharkhand) Limited Adani House, Nr Mithakali Six Roads, Navrangpura, Ahmedabad- 380009	500	1.00

43. The details of the directors of the Transferor Company as on 31st day of July 2017 are as follows:

Sr.No.	Name of the Directors	Address	DIN
1	Mr. Gautam S. Adani	Shantivan Farm, Behind Karnavati Club, Sarkhej- Gandhinagar Highway, Ahmedabad, Gujarat, India - 380057	00006273
2	Mr. Rajesh S. Adani	Shanti Sagar Bunglow, Rajpath Club to Bopal Road, Near Kantam Party Plot Cross Road, Bodakdev, Ahmedabad, Gujarat, India – 380059	00006322
3	Mr. Vneet S Jaain	A-702, Sundarvan Epitome, B/s Sundarvan Nature Park, opp. Star India Bazar, Satellite road Ahmedabad Gujarat, India 380015	00053906
4	Mr. C. P. Jain	396-C, Sheikh Sarai, Phase-I, New Delhi India 110017	00011964
5	Ms. Nandita Vohra	A-701, Floor-7, A-Wing, Lodha Bellissimo, N M Joshi Marg, Apollo Mill Compound, Mahalaxmi, Mumbai Maharashtra India 400011	06962408
6	Mr. Raminder Singh Gujral	109, Sector 10A, Chandigarh India. 160011	07175393

44. The details of the directors of the Transferee Company as on 31st day of July 2017 are as follows:

Sr.No.	Name of Director	Address	DIN
1	Mr. Jatinder Bhatnagar	B- 92, Shaligram-3 Near Prahlad nagar Market Satellite Ahmedabad 380015	06860240
2	Mr. M. R. Krishna Rao	Flat No 705 7th Floor Kanak Durga Apts Plot No 26 Sector 12 Dwarka Delhi 110075	06495315
3	Mr. Rajiv Kumar Rustagi	B-1, Satya Triveni Apptmnt, Ramdevnagar, Satellite, Ahmedabad 380015	07193069
4	Mr. K. K. Mishra	R/8, Rajvi Complex, Memnagar, Ahmedabad 380052	00114758
5	Ms. Sushama Oza	G-2, Chitrakut Apartment, 36 Suvarapuri Society Off. Jetal Pur Road Vadodara	07145540

45. The details of the shareholding of the Directors and the Key Managerial Personnel (KMP) of the Transferor Company as on 31st day of July 2017 are as follows:

Name of Director and KMP	Position	Equity Shares held in	
		Transferor Company	Transferee Company
Mr. Gautam S. Adani	Chairman & Director	Nil	Nil
Mr. Rajesh S. Adani	Managing Director	Nil	Nil
Mr. Vneet S Jaain	Whole Time Director	65,520	1*
Mr. C. P. Jain	Independent Director	Nil	Nil
Ms. Nandita Vohra	Independent Director	Nil	Nil
Mr. Raminder Singh Gujral	Independent Director	Nil	Nil
Mr. Vinod Bhandawat	Chief Financial Officer	Nil	1*
Mr. Deepak Pandya	Company Secretary	Nil	Nil

* Holding as nominee of Adani Power Limited

46. The details of the shareholding of the Directors and the Key Managerial Personnel (KMP) of the Transferee Company as on 31st day of July 2017 are as follows:

Name of Director and KMP	Position	Equity Shares held in	
		Transferee Company	Transferor Company
Mr. Jatinder Bhatnagar	Director	Nil	1,000
Mr. M. R. Krishna Rao	Director	Nil	Nil
Mr. Rajiv Kumar Rustagi	Director	1*	1,495
Mr. K. K. Mishra	Independent Director	Nil	Nil
Ms. Sushama Oza	Independent Director	Nil	800

* Holding as nominee of Adani Power Limited

47. The pre-Scheme shareholding pattern of the Transferor Company and the Transferee Company as on 31st day of July 2017 and the post-Scheme (expected) shareholding pattern of the Transferee Company are as under:

Pre & Post Scheme shareholding pattern of Transferor Company is as under :

Sr. No.	Category of shareholder	Pre & Post Scheme shareholding pattern	
		No. of shares of Rs. 10 each	%
(A)	**Promoter and Promoter Group**		
1	**Indian**		
(a)	Individuals/ Hindu Undivided Family	-	-
(b)	Central Government/State Government(s)	-	-
(c)	Bodies Corporate	-	-
(d)	Financial Institutions/ Banks	-	-
(e)	Any Other (specify)		
	Held by respective trustees (Beneficiary holders Family Trusts)	1,42,16,12,453	36.86
	Held by respective LLP	37,71,80,885	9.78
	Sub-Total (A)(1)	**1,79,87,93,338**	**46.64**
2	**Foreign**		
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)	-	-
(b)	Bodies Corporate	82,85,44,227	21.49
(c)	Institutions	-	-
(d)	Any Other (specify)	-	-
	Sub-Total (A)(2)	**82,85,44,227**	**21.49**
	Total Shareholding of Promoter and Promoter Group (A) = (A)(1)+(A)(2)	**2,62,73,37,565**	**68.13**
(B)	**Public Shareholding**		
1	**Institutions**		
(a)	Mutual Funds	1,40,95,157	0.37
(b)	Venture Capital Funds	-	-
(c)	Alternate Investment Funds	-	-
(d)	Foreign Venture Capital Investors	-	-
(e)	Foreign Portfolio Investor	60,42,55,594	15.66

Sr. No.	Category of shareholder	Pre & Post Scheme shareholding pattern	
		No. of shares of Rs. 10 each	%
(f)	Financial Institutions/ Banks	7,08,60,571	1.84
(g)	Insurance Companies	-	-
(h)	Provident Funds/ Pension Funds	-	-
(i)	Any Other (Specify)		
	Foreign Institutional Investors	25,94,612	0.06
	Sub-Total (B)(1)	**69,18,05,934**	**17.93**
2	Central Government/ State Government(s)/ President of India		
	Sub-Total (B)(2)	-	-
3	**Non-institutions**		
(a)	Individuals		
	i. Individual shareholders holding nominal share capital up to Rs. 2 lakhs.	16,67,41,765	4.32
	ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.	4,30,26,242	1.12
(b)	NBFCs registered with RBI	2,87,596	0.01
(c)	Employee Trusts	-	-
(d)	Overseas Depositories (holding DRs) (balancing figure)	-	-
(e)	Any Other (specify)		
	Trusts	24,726	0.00
	Foreign Nationals	13,35,496	0.03
	Hindu Undivided Family	-	-
	Foreign Company	24,59,34,496	6.37
	Non Resident Indian (Non Repat)	12,88,257	0.03
	Non Resident Indian (Repat)	1,45,07,738	0.38
	Clearing Member	44,72,947	0.12
	Bodies Corporate	6,01,76,179	1.56
	Sub-Total (B)(3)	**53,77,95,442**	**13.94**
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)	**1,22,96,01,376**	**31.87**
	TOTAL Shareholding (A)+(B)	**3,85,69,38,941**	**100.00**

Pre-arrangement shareholding pattern of the Transferee Company as on 31st day of July 2017:

Sr. No.	Name of Shareholders	Pre arrangement Shareholding Pattern	
		No. of shares of Rs. 10 each	%
1.	Adani Power Limited and its nominees	49,500	99.00
2.	Adani Power (Jhakhand) Limited	500	1.00

Post-arrangement (expected) shareholding pattern of the Transferee Company (assuming the continuing shareholding pattern as on 31st day of July 2017):

Sr. No.	Name of Shareholders	Post arrangement Shareholding Pattern	
		No. of shares of Rs. 10 each	%
1.	Adani Power Limited and its nominees	10,60,49,500	99.999
2.	Adani Power (Jhakhand) Limited	500	0.001

48. The post-Scheme (expected) capital structure of the Transferee Company will be as follows (assuming the continuing capital structure as on 31st day of July 2017):

Share Capital	Amount (in Rs.)
Authorized Share Capital	
3,50,00,00,000 Equity Shares of Rs. 10/- each	35,00,00,00,000
TOTAL	**35,00,00,00,000**
Issued, Subscribed and Paid-Up Share Capital	
10,60,50,000 Equity Shares of Es. 10/- each	1,06,05,00,000
TOTAL	**1,06,05,00,000**

49. In the event that the Scheme is withdrawn in accordance with its terms, the Scheme shall stand revoked, cancelled and be of no effect and null and void.

50. The following documents will be open for inspection by the equity shareholders of the Applicant Company at its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India, between 10.00 a.m. and 12.00 noon on all days (except Saturdays, Sundays and public holidays) up to the date of the meeting:

(i) Copy of the final order passed by NCLT in CA (CAA) No. 84/NCLT/AHM/ 2017, dated 7th day of August 2017 directing the Transferor Company to, inter alia, convene the meetings of its equity shareholders, secured creditors and unsecured creditors (including debentureholder);

(ii) Copy of the final order passed by NCLT in CA (CAA) No. 85/NCLT/AHM/2017, dated 7th day of August 2017, inter alia, dispensing with the meetings of the equity shareholders and the sole unsecured creditor of the Transferee Company;

(iii) Copy of CA (CAA) No. 84/NCLT/AHM/2017 along with annexures filed by the Transferor Company before NCLT;

(iv) Copy of CA (CAA) No. 85/NCLT/AHM/2017 along with annexures filed by the Transferee Company before NCLT;

(v) Copy of the Memorandum and Articles of Association of the Transferor Company and the Transferee Company, respectively;

(vi) Copy of the annual reports of the Transferor Company and the Transferee Company, respectively, for the financial years ended 31st March 2016 and 31st March 2015, respectively;

(vii) Copy of the annual reports of the Transferor Company and the Transferee Company, respectively, for the financial year ended 31st March 2017;

(viii) Copy of the Register of Directors' shareholding of each of the Companies;

(ix) Copy of Valuation report dated 6th day of June 2017 submitted by B S R & Associates LLP, Chartered Accountants;

(x) Copy of the Fairness Opinion, dated 6th day of June 2017 submitted by JM Financial Institutional Securities Limited, to the Board of Directors of the Transferor Company;

(xi) Copy of the Audit Committee Reports, both dated 6th day of June 2017, of the Companies;

(xii) Copy of the resolutions, both dated 6th day of June 2017, passed by the respective Board of Directors of the Companies, approving the Scheme;

(xiii) Copy of the extracts of the minutes of the meetings, both dated 6th day of June 2017, passed by the respective Board of Directors of the Companies, in respect of the approval of the Scheme;

(xiv) Copy of the Statutory Auditors' certificate dated 6th day of June 2017 issued by Deloitte Haskins & Sells, Chartered Accountants to the Transferor Company;

(xv) Copy of the Statutory Auditors' certificate dated 6th day of June 2017 issued by Dharmesh Parikh & Co., Chartered Accountants, to the Transferee Company;

(xvi) Copy of the complaints report, dated 10th day of July 2017 and 11th day of July 2017, submitted by the Transferor Company to BSE and NSE, respectively;

(xvii) Copy of the no adverse observations/no objection letter issued by BSE and NSE, both dated 14th day of July 2017, respectively, to the Transferor Company;

(xviii) Summary of the Valuation Report including the basis of valuation;

(xix) Copy of Form No. GNL-1 filed by the Companies with the concerned Registrar of Companies along with challan dated 21st day of July 2017, evidencing filing of the Scheme;

(xx) Copy of the certificate, dated 11th day of August 2017, issued by Hemangi V. Mulaokar, Chartered Accountants, certifying the amount due to the unsecured creditors of the Transferor Company as on 31st day of July 2017;

(xxi) Copy of the certificate, dated 11th day of August 2017, issued by Hemangi V. Mulaokar, Chartered Accountants, certifying the amount due to the sole unsecured creditor of the Transferee Company as on 31st day of July 2017;

(xxii) Copy of the Scheme;

(xxiii) Copy of the Reports, both dated 6th day of June 2017, adopted by the Board of Directors of the Companies, respectively, pursuant to the provisions of section 232(2)(c) of the Act; and

(xxiv) Copy of the applicable information of the Transferee Company in the format specified for abridged prospectus as provided in Part D of Schedule VIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.

The shareholders shall be entitled to obtain the extracts from or for making or obtaining the copies of the documents listed in item numbers (i), (ii), (vii), (xiv) and (xv) above.

51. This statement may be treated as an Explanatory Statement under Sections 230(3), 232(1) and (2) and 102 of the Act read with Rule 6 of the Rules. A copy of the Scheme, Explanatory Statement and Form of Proxy shall be furnished by the Transferor Company to its shareholders/creditors, free of charge, within one (1) day (except Saturdays, Sundays and public holidays) on a requisition being so made for the same by the shareholders/creditors of the Transferor Company.

52. After the Scheme is approved, by the equity shareholders, secured creditors and unsecured creditors (including debentureholders) of the Transferor Company, it will be subject to the approval/sanction by NCLT.

Sd/-
Mr. Justice K. A. Puj
(former Judge of High Court of Gujarat)
Chairman appointed for the meeting

Dated this 12th day of August 2017

Registered office: "Shikhar", Near Adani House,
Mithakhali Six Roads,
Navrangpura,
Ahmedabad- 380 009,
Gujarat, India.

SCHEME OF ARRANGEMENT
BETWEEN
ADANI POWER LIMITED ... Transferor Company

AND

ADANI POWER (MUNDRA) LIMITED ... Transferee Company

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
(UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013)

PREAMBLE This Scheme (as defined hereinafter) is presented under Sections 230 to 232 read with Sections 13, 52, 61 and 66 of the Act (as defined hereinafter) and other relevant provisions of the Act for the transfer and vesting of the Mundra Power Generation Undertaking (as defined hereinafter) of the Transferor Company (as defined hereinafter) to the Transferee Company (as defined hereinafter) with effect from the Appointed Date (as defined hereinafter), as a going concern on a Slump Exchange (as defined hereinafter) basis; reduction of securities premium account of the Transferor Company; increase in the authorised share capital of the Transferee Company; and for matters consequential, incidental, supplemental and/or otherwise integrally connected therewith.

PART I- GENERAL

1. INTRODUCTION

1.1. Adani Power Limited (the "Transferor Company") is a company incorporated on 22nd day of August 1996 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956 in the name of Adani Power Limited with Corporate Identification Number L40100GJ1996PLC030533. Its name was changed to (a) Adani Power Private Limited on 3rd day of June 2002; and (b) Adani Power Limited on 12th day of April 2007. The Transferor Company is a listed public limited company having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The equity shares of the Transferor Company are listed on the National Stock Exchange of India Limited ('NSE') and BSE Limited ('BSE').

1.2. The Transferor Company is a part of Adani Group with various business interests. The brief description of the major activities being carried out by the Transferor Company along with its subsidiaries are as under:

(a) The Transferor Company is engaged in the business of generating power and for the said purpose has set-up and commissioned 4,620 MW thermal power plant (comprising of 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, 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 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. For specified end use of the 6 units out of the aforesaid 9 units, the Government of India has allocated Jitpur coal block located in the State of Jharkhand to the Transferor Company. The aforesaid business activities are hereinafter referred to as "Mundra Power Generation Business";

(b) The Transferor Company is also engaged in generation of solar power pursuant to commissioning of 40 MW Solar Power Project at Village Bitta-Naliya, District Kutch, Gujarat;

© The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Maharashtra Limited, which has set-up and commissioned 3,300 MW thermal power plant at Tiroda, Maharashtra;

(d) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Rajasthan Limited, which has set-up and commissioned 1,320 MW thermal power plant at Kawai, Rajasthan;

(e) The Transferor Company holds 100% of the paid-up equity share capital of Udupi Power Corporation Limited, which has set-up and commissioned 1,200 MW thermal power plant at Yellur, District Udupi, Karnataka.

(f) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power (Jharkhand) Limited, which is setting up 1,600 MW thermal power plant at District Podaiyahaat - Godda, Jharkhand.

1.3. Adani Power (Mundra) Limited (the "Transferee Company") is a company incorporated on 16th Day of February, 2015 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 2013 in the name of Adani Power (Karnataka) Limited with Corporate Identification Number U40300GJ2015PLC082295. The name of Adani Power (Karnataka) Limited was changed to Adani Power (Mundra) Limited with effect from 27th day of April 2017. The Transferee Company is an unlisted public limited company, having its registered office at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The Transferor Company along with its wholly owned subsidiary, Adani Power (Jharkhand) Limited, holds 100% of the paid-up equity share capital of the Transferee Company (the Transferor Company and Adani Power (Jharkhand) Limited hold 99% and 1%, respectively, in the paid-up equity share capital of the Transferee Company).

1.4. The Transferee Company has been incorporated with an object to, inter alia, carry on the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. Presently, no business is being carried out by the Transferee Company.

1.5. Rationale for restructuring:

(a) The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to the distinct activities.

(b) The transfer and vesting of the Mundra Power Generating Business into the Transferee Company will create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

(c) Separation of the Mundra Power Generating Business into the Transferee Company will put at par with the other operating subsidiaries of the Transferor Company, with specific strategic focus as well as specific financial arrangements.

(d) Transfer and vesting of the Mundra Power Generating Business to the Transferee Company will allow induction of capital/strategic investor into the Mundra Power Generating Business.

1.6. This Scheme is divided into the following parts:

(I) **Part I,** which deals with the introduction, definitions, date of taking effect and share capital;

(ii) **Part II,** which deals with the transfer and vesting of the Mundra Power Generating Undertaking; and

(iii) **Part III,** which deals with general terms and conditions applicable to the Scheme.

2. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

"Act" or **"the Act"** means the Companies Act, 2013 and shall include the provisions of the Companies Act, 1956, to the extent the corresponding provisions in the Companies Act, 2013 have not been notified;

"Appointed Date" means 31st March 2017;

"Board" or **"Board of Directors"** in relation to the Companies means the board of directors of such company and, unless it be repugnant to the context, includes a duly authorised committee of directors;

"Companies" shall mean the Transferor Company and the Transferee Company;

"Effective Date" means the last of the dates on which all conditions, matters and filings referred to in Clause 24 hereof have been fulfilled and necessary orders, approvals and consents referred to therein have been obtained. References in this Scheme to the date of **"coming into effect of this Scheme" or "effectiveness of this Scheme"** shall mean the Effective Date;

"Employee Benefit Funds" shall have the meaning set forth in Clause 9.2;

"Encumbrance" or **"Encumber"** shall mean any: (i) encumbrance including without limitation any security interest, claim, mortgage, pledge, charge, hypothecation, lien, lease, assignment, deed of trust, title retention, deposit by way of security, beneficial ownership (including usufruct and similar entitlements), or any other similar interest held by the third person; (ii) security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law; (iii) right of pre-emption, right of first offer, or refusal or transfer restriction in favour of any person; and/or (iv) any adverse claim as to title, possession or use;

"Governmental Authority" shall mean any national, state, provincial, local or similar government, governmental, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, tribunal or court or other entity authorized to make Laws, rules, regulations, standards, requirements, procedures or to pass directions or orders having the force of Law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law, or any stock exchange of India or any other country;

"Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question;

"LODR" means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;

"Mundra Power Generating Employees" shall mean all the employees of the Transferor Company employed in the Mundra Power Generating Undertaking;

"Mundra Power Generating Liabilities" shall have the meaning set forth in Clause 7.1;

"Mundra Power Generating Undertaking" means all the businesses, undertakings, activities, operations, properties, liabilities and reserves and surplus pertaining to the Mundra Power Generating Business, on a going concern basis, and shall mean and include, without limitation:

(a) 4,620 MW thermal power plant set-up and commissioned on an area of 293.8810 hectares in the multi product Special Economic Zone at Village Tunda and Siracha, Taluka Mundra, District Kutch, Gujarat;

(b) letter of approvals granting the status as Co-Developer to the 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 Transferor Company;

(c) Jitpur coal block located in the State of Jharkhand, allocated by the Government of India.

(d) all immovable properties 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., which immovable properties are currently in use for the purpose of and in relation to the Mundra Power Generating Business 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) all assets, as are movable in nature pertaining to and in relation to the Mundra Power Generating Business and Jitpur Coal block, 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, 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 Government, 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) all 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, statutory or regulatory or local or administrative bodies for the purpose of carrying on the Mundra Power Generating Business or in connection therewith), tax deferrals, tax credits (including any credits arising from advance tax, other income tax credits, withholding tax credits, minimum alternate tax credits, CENVAT credits, goods and services tax credits, 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), advantages, benefits and all other rights, privileges, powers and facilities of every kind and description of whatsoever nature and the benefits thereto that pertain to the Mundra Power Generating Business;

(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, 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 pertaining to the Mundra Power Generating Business;

(h) all trade marks, trade names, service marks, copyrights, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical know how, confidential information and all such rights of whatsoever description and nature that pertain exclusively to the Mundra Power Generating Business;

(I) all rights to use and avail telephones, telexes, facsimile, email, 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 the Transferor Company pertaining to or in connection with or relating to the Transferor Company in respect of the Mundra Power Generating Business 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 the Transferor Company and pertaining to the Mundra Power Generating Business;

(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 that pertain to the Mundra Power Generating Business;

(k) all debts, liabilities including contingent liabilities, duties, taxes and obligations of the Transferor Company pertaining to the Mundra Power Generating Business and/or arising out of and/or relatable to the Mundra Power Generating Business;

(l) all employees of the Transferor Company employed/engaged in the Mundra Power Generating Business as on the Effective Date; and

(m) all legal or other proceedings of whatsoever nature that pertain to the Mundra Power Generating Business.

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the Mundra Power Generating Business or whether it arises out of the activities or operations of the Mundra Power Generating Business, the same shall be decided by mutual agreement between Board of Directors of the Transferor Company and the Transferee Company.

"NCLT" means the National Company Law Tribunal, Bench, at Ahmedabad;

"Remaining Business" shall mean all the undertakings, businesses, activities, operations, assets and liabilities of the Transferor Company, other than those comprised in the Mundra Power Generating Undertaking;

"Scheme" or **"the Scheme"** or **"this Scheme"** shall mean this scheme of arrangement including any modification or amendment hereto, made in accordance with the terms hereof;

"SEBI" means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;

"SEBI Circular" means, together, the circular no. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 and the circular no. CFD/DIL3/CIR/2017/26 dated 23rd day of March 2017, each issued by SEBI, including any modifications thereto;

"Slump Exchange" means the transfer and vesting of the Mundra Power Generating Undertaking of the Transferor Company to the Transferee Company on a going concern basis for a lump sum consideration, to be exchanged by way of issuance of equity shares of the Transferee Company, without values being assigned to the individual assets and liabilities.

"Stock Exchanges" shall mean National Stock Exchange of India Limited (NSE) and BSE Limited (BSE), collectively;

"Transferee Company" shall have the meaning set forth in Clause 1.3;

"Transferor Company" shall have the meaning set forth in Clause 1.1.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by NCLT shall be effective from the Appointed Date but shall be operative from the Effective Date.

4. SHARE CAPITAL

4.1 The authorised, issued, subscribed and paid up share capital of the Transferor Company as at 31st day of May 2017 was as under:

Share Capital	Amount (in Rs.)
Authorized Share Capital	
450,00,00,000 Equity Shares of Rs. 10/- each	4500,00,00,000
50,00,00,000 Preference Shares of Rs. 10 each	500,00,00,000
TOTAL	**5000,00,00,000**
Issued, Subscribed and Paid-Up Share Capital	
385,69,38,941 fully paid up equity shares of Rs. 10/- each	3856,93,89,410
TOTAL	**3856,93,89,410**

4.2 The authorised, issued, subscribed and paid up share capital of the Transferee Company as at 31st day of May 2017 was as under:

Share Capital	Amount (in Rs.)
Authorized Share Capital	
50,000 Equity Shares of Rs. 10 each	5,00,000
TOTAL	**5,00,000**
Issued, Subscribed and Paid-Up Share Capital	
50,000 fully paid up Equity Shares of Rs. 10 each	5,00,000
TOTAL	**5,00,000**

PART-II TRANSFER AND VESTING OF THE MUNDRA POWER GENERATING UNDERTAKING

SECTION 1 - TRANSFER AND VESTING OF THE MUNDRA POWER GENERATING UNDERTAKING

5. Transfer of Assets

5.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Mundra Power Generating Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Mundra Power Generating Undertaking) shall, subject to the provisions of this Clause 5 in relation to the mode of transfer and vesting and pursuant to Section 232(4) of the Act and without any further act or deed, be transferred to and vested in the Transferee Company or be deemed to have been transferred to and vested in the Transferee Company as a going concern, on Slump Exchange basis, so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest and authorities of the Transferee Company, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.2. In respect of such of the assets of the Mundra Power Generating Undertaking as are movable in nature or are otherwise capable of transfer by delivery of possession or by endorsement and delivery, the same shall be so transferred by the Transferor Company, upon the coming into effect of this Scheme, and shall become the property of the Transferee Company as an integral part of the Mundra Power Generating Undertaking with effect from the Appointed Date pursuant to the provisions of Section 232 of the Act without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.3. In respect of movables other than those dealt with in Clause 5.2 above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority, quasi-governmental authority, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositee, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).

5.4. In respect of such of the assets belonging to the Mundra Power Generating Undertaking other than those referred to in Clauses 5.2 and 5.3 above, the same shall, as more particularly provided in Clause 5.1 above, without any further act, instrument or deed, be transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230-232 of the Act. For the purpose of giving effect to the vesting order passed under Section 232 of the Act in respect of the Scheme, the Transferee Company shall be entitled to exercise all the rights and privileges and be liable to pay all taxes and charges and fulfil all its obligations, in relation to or applicable to all such immovable properties, including mutation and/or substitution of the title to, or interest in the immovable properties which shall be made and duly recorded by the appropriate authority(ies) in favour of the Transferee Company pursuant to the sanction of the Scheme by the NCLT and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by the Transferor Company and/or the Transferee Company. It is clarified that the Transferee Company shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. Notwithstanding any provision to the contrary, from the Effective Date and until the owned properties, leasehold properties and related rights thereto, license/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 authority, in favour of the Transferee Company, the Transferee Company is deemed to be authorised to carry on the business in the name and style of the Transferor Company under the relevant agreement, deed, lease and/or license, as the case may be, and the Transferee Company shall keep a record and/or account of such transactions.

5.5. All assets, rights, title, interest and investments of the Transferor Company in relation to the Mundra Power Generating Undertaking shall also, without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230-232 of the Act.

5.6. Without prejudice to the generality of the foregoing, upon the effectiveness of this Scheme, the Transferee Company will be entitled to all the intellectual property rights of the Transferor Company in relation to the Mundra Power Generating Undertaking. The Transferee Company may take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of the Transferee Company.

5.7. Any assets acquired by the Transferor Company after the Appointed Date but prior to the Effective Date pertaining to the Mundra Power Generating Undertaking shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in the Transferee Company upon the coming into effect of this Scheme.

5.8. For the avoidance of doubt, upon the coming into effect of this Scheme, all the rights, title, interest and claims of the Transferor Company in any leasehold/licensed properties in relation to the Mundra Power Generating Undertaking shall, pursuant to Section 232 (4) of the Act, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company automatically without requirement of any further act or deed.

5.9. On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in relation to or in connection with the Mundra Power Generating Undertaking of the Transferor Company, in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Mundra Power Generating Undertaking to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.

5.10. For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of bank accounts of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, has been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank account of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of the Transferor Company shall be instituted, or as the case may be, continued by or against the Transferee Company after the coming into effect of this Scheme.

5.11. Any determination of the value of an asset or liability of the Mundra Power Generating Undertaking for the sole purpose of payment of stamp duty, registration fees or other similar taxes, if any, shall not be regarded as assignment of values to individual asset or liability.

6. Transfer of contracts, deeds, etc.

6.1. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme including Clause 7, all contracts, deeds, bonds, undertakings including bond cum legal undertaking, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Mundra Power Generating Undertaking, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which is subsisting or have effect immediately before the Effective Date, shall continue in full force and effect against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

6.2. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Mundra Power Generating Undertaking occurs by virtue of this 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 any Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.

6.3. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all approvals, consents, benefits, registrations, entitlements, credits, permissions, licenses, certificates, no objection certificates, exemptions, concessions, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company in relation to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications to any Governmental Authority as may be necessary in this behalf.

6.4. Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, undertakings, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Mundra Power Generating Undertaking which the Transferor Company own or to which the Transferor Company is a party to, cannot be transferred to the Transferee Company for any reason whatsoever, the Transferor Company shall hold such asset or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Transferee Company, insofar as it is permissible so to do, till such time as the transfer is effected.

7. Transfer of Liabilities

7.1. Upon the coming into effect of this Scheme, all debts, liabilities, loans raised and used, obligations incurred, duties of any kind, nature or description (including contingent liabilities which arise out of the activities or operations of the Mundra Power Generating Undertaking) of the Transferor Company as on the Appointed Date and relatable to the Mundra Power Generating Undertaking ("Mundra Power Generating Liabilities") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Transferee Company to the extent that they are outstanding as on the Effective Date and shall become the debts, liabilities, loans, obligations and duties of the Transferee Company which shall meet, discharge and satisfy the same.

7.2. Where any of the loans raised and used, debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date deemed to be transferred to the Transferee Company has been discharged by the Transferor Company on or 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.

7.3. Upon the coming into effect of this Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by the Transferor Company for the operations of the Mundra Power Generating Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the loans, debts, liabilities, duties and obligations of the Transferee Company.

7.4. In so far as the existing Encumbrances in respect of the Mundra Power Generating Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and

shall be extended to and shall operate only over the assets comprised in the Mundra Power Generating Undertaking which has been Encumbered in respect of the Mundra Power Generating Liabilities as transferred to the Transferee Company pursuant to this Scheme. Provided that if any of the assets comprised in the Mundra Power Generating Undertaking which are being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the Mundra Power Generating Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

7.5. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business is concerned, subject to Clause 7.4, the Encumbrances over such assets relating to the Mundra Power Generating Liabilities shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Mundra Power Generating Undertaking is concerned, the Encumbrances over such assets relating to any loans, borrowings or other debts or debt securities which are not transferred pursuant to this Scheme (and which shall continue with the Transferor Company), shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

7.6. Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of this Scheme, the Transferor Company and the Transferee Company shall execute any instrument(s) and/or document(s) and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the registrar of companies to give formal effect to the above provisions, if required.

7.7. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Mundra Power Generating Liabilities, which have been transferred to it in terms of this Scheme, and the Transferor Company shall not have any obligations in respect of such Mundra Power Generating Liabilities.

7.8. It is expressly provided that subject to Clause 22 and save as mentioned in this Clause 7, no other term or condition of the liabilities transferred to the Transferee Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

7.9. The provisions of this Clause 7 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

8. Legal, taxation and other proceedings

8.1. Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Transferor Company and relating to the Mundra Power Generating Undertaking, under any\ statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the Transferee Company after the Effective Date. The Transferor Company shall in no event be responsible or liable in relation to any such legal or other proceedings against the Transferee Company. The Transferee Company shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Transferor Company.

8.2. If proceedings are taken against the Transferor Company in respect of the matters referred to in Clause 8.1 above, it shall defend the same in accordance with the advice of the Transferee Company and at the cost of the Transferee Company, and the latter shall reimburse and indemnify

the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.

8.3. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 8.1 above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company. The Companies shall make relevant applications in that behalf.

9. Employees

9.1. Upon the coming into effect of this Scheme, the Mundra Power Generating Employees in relation to the Mundra Power Generating Undertaking (the **"Transferred Employees"**) shall become the employees of the Transferee Company with effect from the Effective Date, and, subject to the provisions hereof, on terms and conditions not less favorable than those on which they are employed by the Transferor Company in the Mundra Power Generating Undertaking and without any interruption of, or break in, service as a result of the transfer of the Mundra Power Generating Undertaking. The Transferee Company agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of the Transferred Employees with the Transferor Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

9.2. In so far as the existing benefits including provident fund, gratuity fund and superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by the Transferor Company inter alia for its employees (including employees of the Mundra Power Generating Undertaking) are concerned (collectively referred to as the **"Employee Benefit Funds"**), such proportion of the investments made in the Employee Benefit Funds and liabilities which are referable to the Transferred Employees shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Employee Benefit Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Mundra Power Generating Undertaking or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund in respect of any of the aforesaid matters, the Transferee Company may, subject to necessary approvals and permissions, continue to contribute in respect of the Transferred Employees to the Employee Benefit Funds or discharge such liabilities of the Transferor Company, until such time that the Transferee Company creates its own fund, at which time the Employee Benefit Funds, investments, contributions and liabilities pertaining to the Transferred Employees shall be transferred to the funds created by the Transferee Company.

9.3. In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the employees being transferred to the Transferee Company, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such Transferred Employees.

9.4. In so far as the existing benefits or funds created by the Transferor Company for the employees of the Remaining Business are concerned, the same shall continue and the Transferor Company shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and such benefits or funds, if any, shall be held inter alia for the benefit of the employees of the Remaining Business and the Transferee Company shall have no liability in respect thereof.

SECTION 2 – CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

10. The Transferor Company, with effect from the Appointed Date and up to and including the Effective Date:

(I) shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Mundra Power Generating Undertaking and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Mundra Power Generating Undertaking for and on account of, and in trust for, the Transferee Company;

(ii) all profits and income accruing to the Transferor Company from the Mundra Power Generating Undertaking, and losses and expenditure incurred by it (including taxes), relating to the Mundra Power Generating Undertaking for the period from the Appointed Date based on the accounts of the Transferor Company shall, for all purposes, be treated as the profits, income, losses or expenditure, as the case may be, of the Transferee Company, except those specifically forming part of the Remaining Business; and

(iii) any of the rights, powers, authorities, privileges, attached, related or pertaining to the Mundra Power Generating Undertaking exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company 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 attached, related or pertaining to the Mundra Power Generating Undertaking that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company.

11. The Transferor Company undertakes that it shall preserve and carry on the business of the Mundra Power Generating Undertaking with business prudence.

The transfer and vesting of the assets, liabilities and obligations of the Mundra Power Generating Undertaking and the continuance of the proceedings by or against the Transferee Company under this Scheme shall not affect any transaction or proceedings already completed by the Transferor Company on or before the Appointed Date to the end and intent that, subject to the provisions of this Section 2, the Transferee Company accepts all acts, deeds and things done and executed by and/or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

SECTION 3 - REMAINING BUSINESS

12. The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or lenders.

13. All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Transferor Company in respect of the Remaining Business) shall be continued and enforced by or against the Transferor Company after the Effective Date, which shall keep the Transferee Company fully indemnified in that behalf.

14. If proceedings are taken against the Transferee Company in respect of the matters referred to in Clause 13 above, it shall defend the same in accordance with the advice of the Transferor Company and at the cost of the Transferor Company, and the latter shall reimburse and indemnify the Transferee Company against all liabilities and obligations incurred by the Transferee Company in respect thereof

15. Up to and including the Effective Date:

(i) the Transferor Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;

(ii) all profits accruing to the Transferor Company or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferor Company; and

(iii) all assets and properties acquired by the Transferor Company in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in the Transferor Company.

SECTION 4 – CONSIDERATION BY THE TRANSFEREE COMPANY

16. Consideration

16.1. Upon the coming into effect of this Scheme and upon transfer and vesting of the Mundra Power Generating Undertaking in the Transferee Company as a going concern on a Slump Exchange basis, in accordance with the terms of the Scheme and pursuant to the provisions of Section 230-232 and other relevant provisions of the Act and in exchange for which, the Transferee Company shall issue 10,60,00,000 (Ten Crores Sixty Lakhs) fully paid up equity shares of the face value of Rs. 10/- (Rupees Ten only) each to the Transferor Company.

16.2. The equity shares to be issued and allotted by the Transferee Company in terms of Clause 16.1 above shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari passu in all respects with the existing equity shares of the Transferee Company.

16.3. The equity shares issued pursuant to Clause 17.1 above shall be issued in the dematerialized form by the Transferee Company unless otherwise notified in writing by the Transferor Company to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company.

16.4. The issue and allotment of equity shares by the Transferee Company to the Transferor Company as provided in Clause 16.1 of this Scheme is an integral part thereof, and shall be deemed to have been carried out pursuant to the provisions of the Scheme as if the procedure laid down under section 62 of the Act and any other applicable provisions of the Act were duly complied with and will not require any further act or deed by the Transferee Company.

SECTION 5 –REDUCTION OF SECURITIES PREMIUM ACCOUNT OF THE TRANSFEROR COMPANY

17.1 Upon the effectiveness of this Scheme, the Securities Premium Account (forming part of reserves and surplus) of the Transferor Company pertaining to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company and the Securities Premium Account in the books of the Transferor Company shall stand reduced by the amount so transferred without any further act or deed on the part of the Transferor Company. The reduction in the Securities Premium Account of the Transferor Company shall be effected as an integral part of the Scheme in accordance with the provisions of Section 52 read with Section 66 of the Act and any other applicable provisions of the Act without any further act or deed on the part of the Transferor Company and without any approval or acknowledgement of any third party. The order of the NCLT sanctioning the Scheme shall be deemed to also be the order passed by the NCLT under Section 52 read with Section 66 of the Act for the purpose of confirming such reduction.

17.2 It is expressly clarified that the consent of the shareholders and the creditors of the Transferor Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reduction of the Securities Premium Account of the Transferor Company and no further resolution or action under Section 52 read with Section 66 of the Act and any other applicable provisions of the Act would be required to be separately passed or taken.

SECTION 6 – ACCOUNTING TREATMENT

18. Accounting treatment in the books of the Transferor Company

Upon the coming into effect of this Scheme and with effect from the Appointed Date:

18.1. The Transferor Company shall de-recognize from its books, the book value of assets, liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking, transferred to the Transferee Company including the rights, interests and obligations of the Transferor Company in such assets, liabilities and reserves and surplus under the Scheme.

18.2. The difference between the consideration payable by the Transferee Company in terms of Clause 16 of the Scheme and the net assets transferred to the Transferee Company shall be adjusted in the Capital Reserve in the books of the Transferor Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power

Generating Undertaking being transferred to the Transferee Company and the aggregate of carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

19. Accounting treatment in the books of the Transferee Company

19.1. The Transferee Company shall account for the transfer and vesting of the Mundra Power Generating Undertaking in its books of account as per the "Pooling of Interest Method" prescribed under Indian Accounting Standard 103 – "Business Combinations" notified under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and other applicable accounting standards prescribed under the Act.

19.2. All the assets, liabilities and reserves and surplus of the Transferor Company pertaining to Mundra Power Generating Undertaking shall stand transferred to, and the same shall be recorded by, the Transferee Company at their respective carrying amount and in the same form as appearing in the books of the account of the Transferor Company.

19.3. The amount of inter-company balances, transactions or investments, if any, between the Transferor Company pertaining to the Mundra Power Generating Undertaking and the Transferee Company, appearing in the books of accounts of the Transferor Company and the Transferee Company, shall stand cancelled without any further act or deed.

19.4. The Transferee Company shall credit to the Share Capital account in its books of account, the aggregate face value of the equity shares issued and allotted to the Transferor Company as per Clause 16.1 of the Scheme.

19.5. In compliance with the Indian Accounting Standards (Ind AS), the difference between the consideration payable by the Transferee Company in terms of Clause 16.1 of the Scheme and net assets recorded in the books of the Transferee Company shall be adjusted in Capital Reserve in the books of the Transferee Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company and aggregate of the carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

PART III – GENERAL TERMS AND CONDITIONS

The provisions of this Part shall be applicable to Part II of this Scheme.

20. Increase in authorised share capital of the Transferee Company

20.1. Upon the coming into effect of this Scheme, the Authorised Share Capital of the Transferee Company shall, without any further act or deed be automatically increased from Rs. 5,00,000/- (Rupees Five Lacs Only) to Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only). Consequently, clause V of the Memorandum of Association of the Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 232 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause: "The Authorised Share Capital of the Company is Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only) divided into 350,00,00,000 (Three Hundred and Fifty Crores) Equity Shares of Rs. 10/- (Rupees Ten Only) each."

20.2. Upon the coming into effect of this Scheme, the Transferee Company shall file necessary form of notice of increase of Authorised Share Capital with the Registrar of Companies, Gujarat and shall pay necessary fees/duties as may be required to be paid in accordance with Law.

21. Applications

(I) The Companies shall make necessary applications before the NCLT for the sanction of this Scheme under Sections 230-232 of the Act.

(ii) The Transferee Company shall be entitled, pending the effectiveness of this Scheme, to apply to any Governmental Authority, if required, under any Law for such consents and

approvals which the Transferee Company may require to carry on the business transferred to it pursuant to this Scheme.

22. Modification to the Scheme

22.1. The Companies (by their respective Board of Directors), may jointly and as mutually agreed in writing:

(I) in their full and absolute discretion, assent to any alteration(s) or modification(s) to this Scheme which NCLT may deem fit to approve or impose, and/or effect any other modification or amendment jointly and mutually agreed in writing, including, without limitation, any modifications to the accounting treatment set out in the Scheme due to any change in regulatory or compliance requirements being made applicable to the Companies or to the matters set forth in this Scheme, and to do all acts, deeds and things as may be necessary, desirable or expedient for the purposes of this Scheme;

(ii) to give such directions (acting jointly) as they may consider necessary to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under Law);

(iii) in their full and absolute discretion, modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time; and

(iv) to determine whether any asset, liability, employee, legal or other proceedings pertains to the Mundra Power Generating Undertaking, or not, on the basis of any evidence that they may deem relevant for this purpose.

22.2. Any modification to the Scheme by the Transferor Company and/or the Transferee Company, after receipt of sanction by the NCLT, shall be made only with the prior approval of the NCLT.

23. Scheme as an integral whole and Severability

(I) The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of the Companies.

(ii) 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 in writing, affect the validity or implementation of the other parts and/or provisions of this Scheme.

24. Scheme conditional on

The coming into effect of this Scheme is conditional upon and subject to:

(i) obtaining observation letter or no-objection letter from the Stock Exchanges by the Transferor Company in respect of the Scheme, pursuant to Regulation 37 of the LODR read with SEBI Circular and Regulations 11 and 94 of the LODR;

(ii) this Scheme being approved by the respective requisite majorities of the classes of members and creditors (where applicable) of the Companies as required under the Act;

(iii) the Scheme being approved by the majority of the public shareholders of the Transferor Company (by way of voting through postal ballot and e-voting) as required under the SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders, against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;

(iv) the NCLT having accorded its sanction to the Scheme;

(v) the certified copies of the orders of the NCLT approving this Scheme being filed with the jurisdictional registrar of companies;

(vi) such approvals and sanctions including sanction of any Governmental Authority as may be required by Law in respect of the Scheme being obtained; and

(vii) approval for transfer of letter of approvals granting the status as Co-Developer to the 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 transfer of approvals for the authorised operations to the transferee company from the appropriate authority.

25. Effect of non-receipt of approvals and matters relating to revocation/withdrawal of the Scheme

25.1. In the event of any of the sanctions and approvals not being obtained and/or the Scheme not being sanctioned by the NCLT, and/or the order or orders not being passed as aforesaid on or before 31st day of March 2018 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company through their respective Board of Directors, the Scheme shall become null and void and the Companies shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

25.2. The Transferor Company and the Transferee Company acting through their respective Board of Directors shall each be at liberty to withdraw from this Scheme, (i) in case any condition or alteration imposed by any appropriate authority/person is unacceptable to any of them or (ii) they are of the view that coming into effect of this Scheme could have adverse implications on the respective Companies.

25.3. In the event of revocation/withdrawal under Clauses 25.1 and 25.2 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the applicable Law and in such case, the Companies shall bear its own costs, unless otherwise mutually agreed.

26. Taxes

26.1. The Transferee Company will be the successor of the Transferor Company vis-à-vis the Mundra Power Generating Undertaking. Hence, it will be deemed that the benefits of any tax credits, whether, central, state, or local, availed vis-à-vis the Mundra Power Generating Undertaking and the obligations, if any, for the payment of taxes on any assets of the Mundra Power Generating Undertaking shall be deemed to have been availed by the Transferee Company, or as the case may be, deemed to be the obligation of the Transferee Company.

26.2. With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess, receivables / payables by the Transferor Company relating to the Mundra Power Generating Undertaking, including all or any refunds / credits / claims relating thereto, shall be treated as the assets / liabilities or refunds / credits / claims, as the case may be, of the Transferee Company.

26.3. Upon the coming into effect of this Scheme, the Transferee Company and the Transferor Company shall file/revise their income tax returns, TDS certificates, TDS returns, and other statutory returns, if required, and shall have the right to claim refunds, credit of tax deducted at source, credit of foreign taxes paid/ withheld etc., if any (except as specifically provided in relation to the Remaining Business), as may be required consequent to implementation of this Scheme. Such returns shall be revised and filed with effect from Appointed Date and any tax including Minimum Alternate Tax shall be computed accordingly.

27. Costs

Subject to Clause 25 above, all costs, charges, levies and expenses (including, but not limited to, stamp duty, etc.) in relation to or in connection with the Scheme and incidental to the completion of the Scheme and of carrying out the terms of this Scheme shall be borne as mutually agreed by the Board of Directors of the Transferor Company and the Transferee Company.

VALUATION REPORT

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Mr. Vinod Bhandawat
Chief Financial Officer
Adani Power Limited
Achalraj
Opposite Mayor Bungalow, Law Garden
Ahmedabad – 380 006 (Gujarat)

6 June 2017

Subject: Valuation of Mundra Power Generating Undertaking ("APMP")

Dear Sir,

We refer to the engagement letter dated 16 May 2017 with B S R & Associates LLP (hereinafter referred to as "B S R" or "us" or "we") wherein Adani Power Limited ("APL", the "Client", "Company", or "You") has requested B S R to carry out valuation of its Mundra Power Generating Undertaking situated at village Tunda and Siracha, Taluka Mundra, District Kutch, Gujarat ("APMP" or "Target Business") proposed to be transferred to one of its subsidiary namely, Adani Power (Mundra) Limited (the "Subsidiary") under a scheme of arrangement in accordance with the provisions of the Companies act, 2013 ("Scheme of Arrangement") (hereafter referred to as "Engagement").

SCOPE AND PURPOSE OF THE VALUATION REPORT

Adani Power Limited ("APL"), together with its subsidiaries, engages in the generation of electricity. The company was founded in 1996 and is headquartered in Ahmedabad, India.

Mundra Power Generating Undertaking ("APMP") (capacity of 4,620 MW) is a part of the 10,480 MW capacity power plants operated by APL. APMP is located at Mundra in Kutch district in the Indian state of Gujarat.

APMP has total 9 units with 4 units of 330 MW each and 5 units of 660 MW each. The company has signed long-term power purchase agreement with Gujarat Government and Haryana Government for sale of about 80% of the capacity while the remaining 20% the company intends to sell at merchant basis. The coal source for this power plant is imported coal and domestic coal supply (an operational Fuel Supply Agreement of 6.405 MTPA with subsidiaries of Coal India Limited).

The Proposed Transfer is to be achieved by way of a scheme of arrangement under Section 230 – 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 for transfer and vesting of the Target Business to the Subsidiary of APL as a going concern, on slump exchange basis under the proposed Scheme of Arrangement for a lump sum consideration in the form of issuance of equity shares by the Subsidiary to APL.

B S R has been requested by the management of APL ("Management") to carry out valuation of the Target Business and submit a Valuation Report ("Valuation Report") in connection with the proposed transfer of the Target Business under the Scheme of Arrangement ("Proposed Transfer").

We understand that this Valuation Report will used by the Client for the above mentioned purpose only and may be produced before judicial, regulatory or government authorities, for the purpose of the Proposed Transfer.

This Valuation Report is subject to the scope, assumptions, exclusions, limitations and disclaimers detailed hereinafter. As such the Valuation Report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

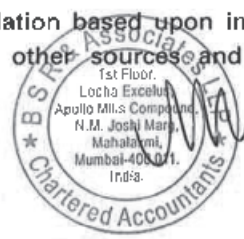
SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS AND DISCLAIMERS

Provision of valuation opinions and consideration of the issues described herein are areas of our regular practice. The service does not represent accounting, assurance, accounting/ tax due diligence, consulting or tax related services that may otherwise be provided by us or our affiliates.

This Valuation Report, its contents and the results herein are specific to (i) the purpose of valuation agreed as per the terms of our engagement; and (ii) the date of this Valuation Report. Further, based on the carved out balance sheet of the Target Business as on 31 March 2017 ("Period end Balance Sheet").

A valuation of this nature is necessarily based on (a) representations from the Management, financial, economic and other conditions in general and industry trends in particular as in effect on and (b) the information made available to us as of, the date hereof. Events occurring after the date hereof may affect this Valuation Report and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this Valuation Report.

This Valuation Report only represent our recommendation based upon information received from the Company till 4 June 2017 and other sources and the said

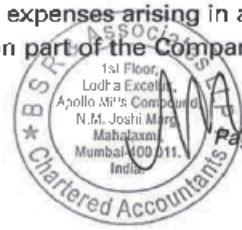


recommendation shall be considered to be in the nature of non-binding advice. Further, Valuation is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgment. There is, therefore, no indisputable single value. While we have provided our recommendation of the Valuation of the Target Business based on the information available to us and within the scope and constraints of our engagement, others may have a different opinion as to the Valuation. You acknowledge and agree that you have the final responsibility for the determination of the valuation at which the Proposed Transfer shall take place and factors other than our Valuation Report will need to be taken into account in determining the Valuation.

In the course of the Valuation, we were provided with both written and verbal information/guidance, including market, technical, financial and operating data. In accordance with the terms of our engagement, we have assumed and relied upon, without independent verification, (i) the accuracy of the information that was publicly available and formed a substantial basis for this Valuation Report and (ii) the accuracy of information made available to us by the Company. We have not carried out a due diligence or audit of the Target Business for the purpose of this engagement, nor have we independently investigated or otherwise verified the data provided. We are not legal or regulatory advisors with respect to legal and regulatory matters for the Proposed Transfer. We do not express any form of assurance that the financial information or other information as prepared and provided by the Company is accurate. Also, with respect to explanations and information sought from the Company, we have been given to understand by the Company that they have not omitted any relevant and material factors and that they have checked the relevance or materiality of any specific information to the present exercise with us in case of any doubt. Accordingly, we do not express any opinion or offer any form of assurance regarding its accuracy and completeness.

Our conclusions are based on these assumptions and information given by/ on behalf of the Company. The Management has indicated to us that it has understood that any omissions, inaccuracies or misstatements may materially affect our valuation analysis/results. Accordingly, we assume no responsibility for any errors in the information furnished by the Company and its impact on the Valuation Report. Also, we assume no responsibility for technical information (if any) furnished by the Company. However nothing has come to our attention to indicate that the information provided was materially mis-stated/ incorrect or would not afford reasonable grounds upon which to base the Valuation Report. We do not imply and it should not be construed that we have verified any of the information provided to us, or that our inquiries could have verified any matter, which a more extensive examination might disclose.

In no event shall we be liable for any loss, damages, cost or expenses arising in any way from fraudulent acts, misrepresentations or willful default on part of the Company, their



directors, employees or agents. In no circumstances shall the liability of B S R, its partners, its directors or employees, relating to the services provided in connection with the engagement set out in this Valuation Report shall exceed the amount paid to B S R in respect of the fees charged by it for these services.

The Valuation Report assumes that the Company and Target Business comply fully with relevant laws and regulations applicable in all its areas of operations unless otherwise stated, and that the Target Business will be managed in a competent and responsible manner. Further, except as specifically stated to the contrary, this Valuation Report has given no consideration to matters of a legal nature, including issues of legal title and compliance with local laws, and litigation and other contingent liabilities that are not recorded in Period end Balance Sheets of the Target Business. Our conclusion of value assumes that the assets and liabilities of the Target Business, reflected in their respective latest balance sheets remain intact as of the Valuation Report date.

This Valuation Report does not address the relative merits of the Proposed Transfer as compared with any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available.

No investigation of the Company's claim to title of assets has been made for the purpose of this Valuation Report and the Company's claim to such rights has been assumed to be valid. No consideration has been given to liens or encumbrances against the assets, beyond the loans disclosed in the accounts. Therefore, no responsibility is assumed for matters of a legal nature.

The fee for the Engagement is not contingent upon the results of the Valuation Report.

We owe responsibility to the Company which has retained us, and nobody else. We will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of the other. We do not accept any liability to any third party in relation to the issue of this Valuation Report. This Valuation Report is not a substitute for the third party's own due diligence/ appraisal/ enquiries/ independent advice that the third party should undertake for his purpose. It is understood that this analysis does not represent a fairness opinion.

Neither the Valuation Report nor its contents may be referred to or quoted in any registration statement, prospectus, offering memorandum, annual report, loan agreement or other agreement. Further, it cannot be used for purpose other than in connection with the Proposed Transfer, without out prior consent. In addition, this Valuation Report does not in any manner address the prices at which Proposed Transfer will take place and we express no opinion or recommendation as to how the shareholders of either Company should vote at any shareholders meeting(s) to be held in connection with the Proposed Transfer.



SOURCES OF INFORMATION

In connection with preparing this Valuation Report, we have received the following information from the Management:

- Unaudited carved out Balance Sheet pertaining to the Target Business for FY 2017;
- Projected cash flows for the Target Business from 1 April 2017 to 31 March 2053 (Management Business Plan);
- Interviews and discussions with the Management to augment our knowledge of the Target Business;
- Other information, explanations and representations that were required and provided by the Management;
- For our analysis, we have relied on published and secondary sources of data, whether or not made available by Management. We have not independently verified the accuracy or timeliness of the same; and
- Such other analysis, review and enquires, as we considered necessary.

APPROACH - BASIS OF TRANSFER

The Proposed Transfer contemplates the transfer of Target Business to a new Subsidiary pursuant to the Scheme.

There are several commonly used and accepted methods for determining the valuation of Target Business, which have been considered in the present case, to the extent relevant and applicable, including:

1. Comparable Companies' Multiples and Transaction multiples method
2. Market Price method
3. Discounted Cash Flows method
4. Net Asset Value method

It should be understood that the valuation of any business or its assets is inherently imprecise and is subject to certain uncertainties and contingencies, all of which are difficult to predict and are beyond our control. In performing our analysis, we made numerous assumptions with respect to industry performance and general business and economic conditions, many of which are beyond the control of the Company/ Target Business. In addition, this valuation will fluctuate with changes in prevailing market conditions, the conditions and prospects, financial and otherwise, of the Target Business, and other factors which generally influence the valuation of companies and their assets.

The application of any particular method of valuation depends on the purpose for which the valuation is done. Although different values may exist for different purposes, it

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cannot be too strongly emphasized that a Valuer can only arrive at one value for one purpose. Our choice of methodology of valuation has been arrived at using usual and conventional methodologies adopted for Proposed Transfer of a similar nature and our reasonable judgment, in an independent and bona fide manner based on our previous experience of assignments of a similar nature.

Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple method

Under this method, value of the Target Business is arrived at by using multiples derived from valuations of comparable companies, as manifest through stock market valuations of listed companies. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation. Relevant multiples need to be chosen carefully and adjusted for differences between the circumstances.

We have screened and analysed comparable companies listed in India having business operations similar to Target Business. However, we have not considered the comparable companies method as the Target Business is specific to one particular plant which is not directly comparable to any listed companies. The listed companies have a portfolio of plants which are currently at different stages of operations. Similarly, many of them run on alternate source of fuel as well. However, for the limited purpose of computing WACC, we have considered beta and debt equity ratio of companies with similar business profile to that of Target Business in India.

We have analyzed recent transactions in the power industry to ascertain their comparability with the Target Business. However, we have not considered comparable transaction method for the Valuation due to non-availability of complete details on comparable transactions in public domain. Further, before considering any comparable transaction it is necessary to understand the different purpose of investment, transaction rationale and synergy benefits etc., since different control premiums and minority discounts may be embedded in transaction values.

Market Price Method

The market price of an equity share as quoted on a stock exchange is normally considered as the value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded in. Though APL is a listed entity, we are valuing the Target Business (part of the listed company) and therefore, the market price cannot be specifically attributed to the Target Business. Hence this method has not been considered for valuation of Target Business.



Discounted Cash Flows ("DCF") Method

Discounted Cash Flow Method ("DCF Method") is a form of the income approach that is commonly used to value businesses or equity interests.

Under the DCF method, the projected free cash flows to the business are discounted at the weighted average cost of capital. The sum of the discounted value of such free cash flows is the value of the business.

Discounted cash flow methodology typically requires the forecast period to be of such a length to enable the business to achieve a stabilized level of earnings, or to be reflective of an entire operation cycle for more cyclical industries.

The rate at which the future cash flows are discounted ("the discount rate") should reflect not only the time value of money, but also the risk associated with the business' future operations. The discount rate employed is Weighted Average Cost of Capital ("WACC") reflecting an optimal as opposed to actual financing structure.

We have applied the DCF method for valuing the Target Business on a standalone basis using past trends, longer term forecasts based on past and current financial trends and general economy and industry outlook. The DCF method incorporates all factors relevant to business e.g., current and future competitive position, financial and business risks, etc., where the estimated cash flows of the business used for valuation take cognizance of these factors.

Using the DCF analysis involves determining the following:

Estimating future free cash flows:

Free cash flows are the cash flows expected to be generated by the Target Business that are available to all providers of the company's capital – both debt and equity.

Appropriate discount rate to be applied to cash flows i.e. the cost of capital.

This discount rate, which is applied to the free cash flows, should reflect the opportunity cost to all the capital providers (namely shareholders and lenders), weighted by their relative contribution to the total capital of the company. The opportunity cost to the equity capital provider equals the rate of return the capital provider expects to earn on other investments of equivalent risk.

We have considered the forecast free cash flow of Target Business based on Management Business Plan as provided by the Management. We must emphasize that realisations of free cash flow forecast will be dependent on the continuing validity of assumptions on which they are based. Our analysis, therefore, will not, and cannot be directed to providing any assurance about the achievability of the final projections. Since the financial forecasts relate to future, actual results are likely to be different from the projected results because events and circumstances do not occur as expected, and the differences may be material. While carrying out this engagement, we have relied extensively on historical information made available to us by the Management and the Management Business Plan for future related information. We did not carry out any validation procedures or due diligence with respect to the information provided/

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extracted or carry out any verification of the assets or comment on the achievability and reasonableness of the assumptions underlying the Management Business Plan, save for satisfying ourselves to the extent possible that they are consistent with other information provided to us in the course of this engagement.

Detailed working of DCF has been provided separately.

To arrive at the net value of the Target Business, the value arrived under DCF method is adjusted for the value of borrowings and cash and cash equivalents.

Net Asset Value (NAV) Method

The asset based valuation technique is based on the value of the underlying net assets of the business, either on a book value basis or realizable value basis or replacement cost basis. Under the Net Asset Value approach, total value is based on tho sum of book values as recorded on the balance sheet of the Undertakings as on the Valuation Date.

We have not used Net Asset Value method for valuing the Target Business as net worth may not be representative of the ongoing value of the operating business.

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VALUATION SUMMARY

The basis of transfer of the Target Business have to be determined after taking into consideration all the factors and methodologies mentioned hereinabove.

Our understanding is that the Proposed Transfer is an internal transfer to the subsidiary of APL only. In light of this, the final shareholders being remaining the same, there is no loss of economic interest to any of the shareholders.

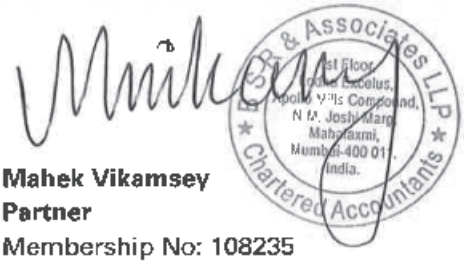
Based on the factors discussed and outlined above, the valuation of the Target Business for the purpose of transfer is as follows:

Enterprise value of the Plant	**224,748**
Less: Debt	(217,718)
Less: Debt like Items	(9,347)
Add: Cash and cash equivalents	3,376
Value of Plant post Debt & Cash	**1,060**

Figures in INR mn

Respectfully submitted.

For B S R & Associates LLP
Chartered Accountants
Firm Registration No: 116231W



Mahek Vikamsey
Partner
Membership No: 108235
Dated: 6 June 2017

FAIRNESS OPINION

JM FINANCIAL

STRICTLY CONFIDENTIAL

June 6, 2017

The Board of Directors,
Adani Power Limited
Achalraj,
Opposite Mayor Bungalow, Law Garden
Ahmedabad - 380 006, Gujarat, India

Ladies / Gentlemen:

We refer to the engagement letter dated May 24, 2017 ("**Engagement Letter**") whereby Adani Power Limited ("**Transferor Company**" or "**APL**" or "**Company**") has engaged JM Financial Institutional Securities Limited ("**JM Financial**"), *inter alia*, to provide a fairness opinion to the Company on the valuation report dated June 6, 2017 ("**Valuation Report**") issued by B S R & Associates LLP (the "**Valuer**") for the proposed transfer and vesting of Mundra Power Generating Undertaking (as defined below) to Adani Power (Mundra) Limited ("APML" or "Transferee Company") as a going concern on slump exchange basis vide a scheme of arrangement under the provisions of Sections 230 to Section 232 and other applicable provisions of the Companies Act, 2013 ("**Proposed Scheme**"). We understand that the Proposed Scheme will be considered by the Board of Directors of APL.

Company Background and Purpose

APL is a public limited company incorporated under the Companies Act 1956. The Company is, *inter alia*, primarily engaged in the business of generating power. The equity shares of the Company ("**Equity Shares**") are listed on the BSE Limited ("**BSE**") and the National Stock Exchange of India Limited ("**NSE**" and together with the BSE, the "**Stock Exchanges**").

APML is a public limited company incorporated under the provisions of the Companies Act, 2013. The Transferee Company is, *inter alia*, engaged in the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. The Transferor Company along with its wholly owned subsidiary, Adani Power (Jharkhand) Limited, holds 100% of the paid-up equity share capital of the Transferee Company (the Transferor Company and Adani Power (Jharkhand) Limited hold 99% and 1%, respectively, in the paid-up equity share capital of the Transferee Company).

The Company has appointed the Valuer to determine the valuation of Mundra Power Generating Undertaking ("**Valuation**") and has in terms of the Engagement Letter requested us to examine the Valuation Report issued by the Valuer and other related information provided by the Company and issue our independent opinion as to the fairness of the Valuation ("**Fairness Opinion**") as per the requirements of the SEBI circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ("**SEBI Circular**").

All terms not specifically defined in this Fairness Opinion shall carry the same meaning as in the Proposed Scheme.

Brief Background of the Proposed Scheme

The Transferor Company has set-up and commissioned 4,620 MW thermal power plant in the multi product Special Economic Zone at Mundra, District Kutch, Gujarat being developed by Adani Ports and Special Economic Zone Limited. Pursuant to the approval granted by the Government of India, Ministry

JM Financial Institutional Securities Limited
Corporate Identity Number : U65192MH1995PLC092522
7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025.
T: +91 22 6630 3030, 6630 3115 (D). F: +91 22 6630 3330 www.jmfl.com

of Commerce & Industry, Department of Commerce, the 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 (**"Mundra Power Generating Undertaking"**).

APL under the Proposed Scheme is desirous of transferring Mundra Power Generating Undertaking to APML as a "going concern" on a slump exchange basis under the proposed Scheme of Arrangement for a lump sum consideration in the form of issuance of equity shares by the Transferee Company to the Transferor Company.

The Transferor Company was originally envisaged to be a power generating company but over the period, it has two distinct activities, i.e. investments and power generation. The Transferor Company proposes to separate the two by effecting slump exchange of its Mundra Power Generating Undertaking on a going concern basis to the Transferee Company in order to enhance the focus of the two distinct activities.

Separation of the Mundra Power Generating Undertaking into the Transferee Company will also put it at par with the other operating subsidiaries of the Transferor Company, with independent strategic focus and specific financial arrangements.

The proposed transfer under the scheme will also create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

We understand that the consideration at which the Mundra Power Generating Undertaking is proposed to be transferred under the Scheme is determined to be Rs. 106 crore which shall be discharged by way of issuance of equity shares by the Transferee Company to the Transferor Company.

Source of Information

For the said examination and for arriving at the opinion set forth below, we have received:

1. Valuation Report issued by the Valuer;
2. Draft of the Proposed Scheme;
3. Projected cash flows for the Mundra Power Generating Undertaking (Management Business Plan); and
4. Necessary explanations and information from the representatives of APL.

Scope Limitations

We have assumed and relied upon, without independent verification, the accuracy and completeness of all information that was publicly available or provided or otherwise made available to us by the Company for the purposes of this Fairness Opinion. We express no opinion and accordingly accept no responsibility with respect to or for such information, or the assumptions on which it is based. We have not assumed any obligation to conduct, nor have we conducted any physical inspection or title verification of the properties or facilities of the Company & APML and neither express any opinion with respect thereto nor accept any responsibility therefore. We have not made any independent valuation or appraisal of the assets or liabilities of the Company or APML, nor have we been furnished with any such appraisals. We have not reviewed any internal management information statements or any non-public reports, and

instead, with your consent, have relied upon information that was publicly available or provided or otherwise made available to us by the Company & APML for the purposes of this Fairness Opinion. We are not experts in the evaluation of litigation or other actual or threatened claims and accordingly we have not evaluated any litigation or other actual or threatened claims. In addition, we have assumed that the Proposed Scheme will be approved by regulatory authorities and that the Proposed Scheme will be consummated substantially in accordance with the terms set forth in the Proposed Scheme. We have assumed that there are no other contingent liabilities or circumstances that could materially affect the business or financial prospects of the Company or APML, other than those disclosed in the information provided or considered in the Proposed Scheme.

We understand that the management of the Company and, during our discussion with them, would have drawn our attention to all such information and matters which may have an impact on our analysis and opinion. We have assumed that in the course of obtaining necessary regulatory or other consents or approvals for the Proposed Scheme, no restrictions will be imposed or there will be no delays that will have a material adverse effect on the benefits of the Proposed Scheme that may have been contemplated. Our opinion is necessarily based on financial, economic, market and other conditions as they currently exist and on the information made available to us as of the date hereof. It should be understood that although subsequent developments may affect this opinion, we do not have an obligation to update, revise or reaffirm this opinion. In arriving at our opinion, we were not authorized to solicit, and did not solicit, interest from any party with respect to the acquisition, business combination or other extraordinary transaction involving the Company or any of its assets, nor did we negotiate with any other party in this regard.

In the ordinary course of business, the JM Financial group is engaged in securities trading, securities brokerage and investment activities, as well as, providing investment banking and investment advisory services. In the ordinary course of its trading, brokerage and financing activities, any member of the JM Financial group may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities or senior loans of any company that may be involved in the Proposed Scheme.

We express no opinion whatsoever and make no recommendation at all as to the Company's underlying decision to effect the Proposed Scheme or as to how the holders of equity shares or secured or unsecured creditors of Company should vote at their respective meetings held in connection with the Proposed Scheme. We do not express and should not be deemed to have expressed any views on any other terms of the Proposed Scheme. We also express no opinion, and accordingly, accept no responsibility for or as to the price at which the equity shares of Company will trade following the announcement of the Proposed Scheme or as to the financial performance of the Company or APML following the consummation of the Proposed Scheme. We express no opinion whatsoever and make no recommendations at all (and accordingly take no responsibility) as to whether shareholders / investors should buy, sell or hold any stake in the Company or any of its related parties (holding company / subsidiary /associates etc).

Conclusion

Based on the fact that the transaction involves a slump exchange of the business undertaking from APL into APML (APL along with its wholly owned subsidiary owns 100% of the equity share capital of APML) and our examination of the Valuation Report, such other information / undertakings / representations provided to us by the Company and our independent analysis and evaluation of such information and subject to the scope limitations as mentioned hereinabove and to the best of our

knowledge and belief, we are of the opinion that the consideration value of Rs. 106 crore determined for the transfer of the Mundra Power Generating Undertaking is fair.

Distribution of the Fairness Opinion

The Fairness Opinion is addressed to the Board of Directors of the Company solely for the purpose of providing them with an independent opinion on the fairness of the Valuation as determined by the Valuer and for the purpose of submission to the Stock Exchanges, National Company Law tribunal along with the petition for the Proposed Scheme and such other applicable regulatory authorities under SEBI Circular and/ or the Companies Act, 2013. The Fairness Opinion shall not be disclosed or referred to publicly or to any other third party, other than as required by Indian law (in which case you would provide us a prior written intimation) without our prior written consent. The Fairness Opinion should be read in totality and not in parts. Further, this Fairness Opinion should not be used or quoted for any purpose. If this Fairness Opinion is used by any person other than to whom it is addressed or for any purpose other than the purpose stated hereinabove, then, we will not be liable for any consequences thereof. In no circumstances however, will JM Financial or its directors, officers, employees and controlling persons of JM Financial accept any responsibility or liability including any pecuniary or financial liability to any third party. Neither this Fairness Opinion nor its contents may be referred to or quoted to / by any third party, in any registration statement, prospectus, offering memorandum, annual report, loan agreement or any other agreement or documents given to third parties.

Yours truly,

For **JM Financial Institutional Securities Limited**

Authorized Signatory

OBSERVATION LETTER FROM BSE

DCS/AMAL/MR/R37/865/2017-18 July 14, 2017

The Company Secretary
ADANI POWER LTD.
Shikhar near Adani House,
Mithakhali Six Roads, Navrangpura,
Ahmedabad, Gujarat, 380009

Sir,

Sub: Observation letter regarding the Draft Scheme arrangement between Adani Power and Adani Power (Mundra) Limited.

We are in receipt of Draft Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors filed as required under SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017; SEBI vide its letter dated July 14, 2017, has inter alia given the following comment(s) on the draft scheme of arrangement:

- **Company shall ensure that applicable information pertaining to unlisted entity APML is included in the format specified for abridged prospectus as specified in the circular.**
- **"Company shall duly comply with various provisions of the Circulars."**
- **"Company shall ensure that additional information, if any, submitted by the Company, after filing the Scheme with the Stock Exchange, from the date of receipt of this letter is displayed on the websites of the listed company."**
- **"Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT."**
- **"It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments / observations / representations."**

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website.
- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble NCLT.

Kindly note that as required under Regulation 37(3) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the validity of this Observation Letter shall be six months from the date of this Letter, within which the scheme shall be submitted to the NCLT. Further, pursuant to the above SEBI circulars, upon sanction of the Scheme by the Hon'ble NCLT, the listed company shall submit to the stock exchange the following:

- Copy of the NCLT approved Scheme;
- Result of voting by shareholders for approving the Scheme;

- Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
- Copy of the observation letter issued by all the Stock Exchanges where Company is listed.

- Status of compliance with the Observation Letter/s of the stock exchanges;
- The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
- Complaints Report as per Annexure II of this Circular.
- Any other document/disclosure as informed by the Exchange.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,

Nitin Pujari
Manager

OBSERVATION LETTER FROM NSE

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

Ref: NSE/LIST/12051

July 14, 2017

The Company Secretary
Adani Power Limited
Shikhar, Near Adani House,
Mithakhali Six Roads, Navrangpura,
Ahmedabad – 380009

Kind Attn: Mr. Deepak Pandya

Dear Sir,

Sub: Observation letter for Scheme of Arrangement between Adani Power Limited (Transferor Company) and Adani Power (Mundra) Limited (Transferee Company) and their respective shareholders & creditors.

This has reference to Scheme of Arrangement between Adani Power Limited (Transferor Company) and Adani Power (Mundra) Limited (Transferee Company) and their respective shareholders & creditors submitted to NSE on June 12, 2017.

Based on our letter reference no Ref: NSE/LIST/12493 submitted to SEBI and pursuant to SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, SEBI has vide letter dated July 14, 2017, has given following comments on the draft Scheme of Amalgamation:

1. *Company to ensure that applicable information pertaining to unlisted entity APML is included in the format specified for abridged prospectus as specified in the circular.*

2. *Company to ensure that additional information, if any, submitted after filing the scheme with the Stock Exchanges, shall be displayed from the date of receipt of this letter on the website of the listed company.*

3. *Company shall duly comply with various provisions of the circulars.*

4. *Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT.*

5. *It is to be noted that the petitions are filed by the Company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments /observations /representations.*

Based on the draft scheme and other documents submitted by the Company, including undertaking given in terms of regulation 11 of SEBI (LODR) Regulation, 2015, we hereby convey our "No-objection" in terms of regulation 94 of SEBI (LODR) Regulation, 2015, so as to enable the Company to file the draft scheme with the National Company Law Tribunal.

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Listing Regulations, Guidelines/ Regulations issued by statutory authorities.

1.

Regd. Office: Exchange Plaza, Plot No. C/1, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051, India.
CIN: U67120MH1992PLC069769 • Tel: +91 22 26598100 / 66418100 • Fax: +91 22 26598120 Web site: www.nseindia.com

The validity of this "Observation Letter" shall be six months from July 14, 2017, within which the Scheme shall be submitted to the NCLT. Further pursuant to the above cited SEBI circulars upon sanction of the Scheme by NCLT, you shall submit to NSE the following:

a) Copy of Scheme as approved by the NCLT;
b) Result of voting by shareholders for approving the Scheme;
c) Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme,
d) Status of compliance with the Observation Letter/s of the stock exchanges.
e) The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
f) Complaints Report as per SEBI Circular No.CFD/DIL3/CIR/2017/21 dated March 10, 2017.

Yours faithfully,
For National Stock Exchange of India Limited

Kautuk Upadhyay
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL http://www.nseindia.com/corporates/content/further_issues.htm

COMPLAINT REPORTS SENT TO BSE AND NSE

adani

10th July, 2017

BSE Limited
Floor 25, P J Towers,
Dalal Street,
Mumbai – 400 001
Scrip Code: 533096

Sub: Application for grant of approval under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Ref: Complaints Report as per SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017

Dear Sir,

This is in reference to our application under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for the proposed Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors ("Scheme").

Please find enclosed herewith details of Complaints received by the Company on the draft Scheme during the 21 days period from the date of filling of draft Scheme with Stock Exchanges (12th June, 2017) and hosting of draft Scheme along with other documents on the website of the Company (13th June, 2017) and the BSE Limited (14th June, 2017) i.e. upto 5th July, 2017.

Kindly take the same on your record and provide us necessary "No Objection" at the earliest to enable us to file the Scheme of Arrangement with National Company Law Tribunal, Bench at Ahmedabad.

Thanking you,

Yours faithfully,
For, **Adani Power Limited**

Adani power Ltd.

Deepak Pandya
Company Secretary & Compliance Officer

Encl: a/a

Adani Power Ltd
Achalraj
Opp. Mayor Bunglow, Law Garden,
Ahmedabad - 380 006
Gujarat, India
CIN: L40100GJ1996PLC030533

Tel +91 79 2555 7555
Fax +91 79 2555 7177
info@adani.com
www.adani.com

Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India

Complaints Report

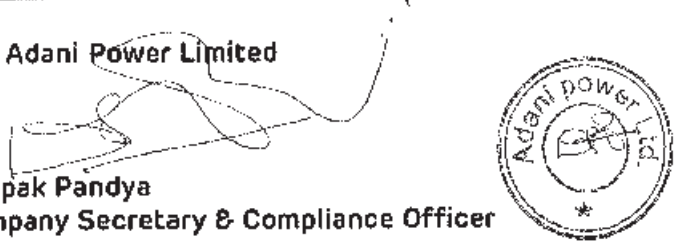
Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by stock exchanges	Nil
3.	Total Number of complaints / comments received (1+2)	Nil
4.	Number of complaints resolved	Not Applica ble
5.	Number of complaints pending	Not Applica ble

Part B

Sr. No.	Name of complainant	Date of Complaint	Status(Resolved/Pending)
1.	Not Applicable		

For, **Adani Power Limited**



Deepak Pandya
Company Secretary & Compliance Officer

Date: 10th July, 2017
Place: Ahmedabad

Adani Power Ltd
Achalraj
Opp. Mayor Bunglow, Law Garden,
Ahmedabad – 380 006
Gujarat, India
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adani

11th July, 2017

National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051

Scrip Code: ADANIPOWER

Sub: Application for grant of approval under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Ref: Complaints Report as per SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017

Dear Sir,

This is in reference to our application under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for the proposed Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors ("Scheme").

Please find enclosed herewith details of Complaints received by the Company on the draft Scheme during the 21 days period from the date of filling of draft Scheme with Stock Exchanges (12th June, 2017) and hosting of draft Scheme along with other documents on the website of the Company (13th June, 2017) and National Stock Exchange of India Limited (19th June, 2017) i.e. upto 10th July, 2017.

Kindly take the same on your record and provide us necessary "No Objection" at the earliest to enable us to file the Scheme of Arrangement with National Company Law Tribunal, Bench at Ahmedabad.

Thanking you,

Yours faithfully,
For, **Adani Power Limited**

Adani Power Ltd

Deepak Pandya
Company Secretary & Compliance Officer

Encl: a/a

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adani

Complaints Report

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by stock exchanges	Nil
3.	Total Number of complaints / comments received (1+2)	Nil
4.	Number of complaints resolved	Not Applicable
5.	Number of complaints pending	Not Applicable

Part B

Sr. No.	Name of complainant Date of Complaint	Status(Resolved/Pending)
1.	Not Applicable	

For, **Adani Power Limited**

Deepak Pandya
Company Secretary & Compliance Officer

Date: 11th July, 2017
Place: Ahmedabad

Adani Power Ltd
Achalraj
Opp. Mayor Bunglow, Law Garden,
Ahmedabad – 380 006
Gujarat, India
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www.adani.com

Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India

SUMMARY OF VALUATION REPORT INCLUDING THE BASIS OF VALUATION

ANNEXURE - 'L'
92

SUMMARY OF VALUATION REPORT INCLUDING THE BASIS OF VALUATION

Adani Power Limited	Adani Power (Mundra) Limited
Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009 C.N: L40100GJ1996PLC030533	Registered Office: Adani House, Nr. Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009 CIN: U40300GJ2015PLC082295

Background:

- Adani Power Limited ("Transferor Company") is engaged in the business of generating power and for the said purpose has set-up and commissioned 4,620 MW thermal power plant (comprising of 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, Gujarat and for specified end use of the 6 units out of the aforesaid 9 units, the Government of India has allocated Jitpur coal block located in the State of Jharkhand to the Transferor Company. The aforesaid business activities are hereinafter referred to as "Mundra Power Generation Business".

- Adani Power (Mundra) Limited ("Transferor Company") has been incorporated with an object to, inter alia, carry on the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. Presently, no business is being carried out by the Transferee Company.

- The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to the distinct activities.

- Accordingly, the Scheme under Sections 230 to 232 read with Sections 13, 52, 61 and 66 of the Act (as defined hereinafter) and other relevant provisions of the Act for the transfer and vesting of the Mundra Power Generation Undertaking of the Transferor Company to the Transferee Company with effect from the Appointed Date i.e. 31st March, 2017, as a going concern on a Slump Exchange basis; reduction of securities premium account of the Transferor Company; increase in the authorised share capital of the Transferee Company; and for matters

Adani power Ltd.

ADANI POWER (MUNDRA) LTD.

consequential, incidental, supplemental and/or otherwise integrally connected therewith.

Basis of Valuation:

- B S R & Associates LLP, independent chartered accountants had carried out valuation on the basis of Net Asset Value (NAV) Method, Discounted Cash Flows (DCF) Method, Market Price Method and Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple Method in arriving at the valuation of Mundra Power Generating Business Undertaking of the Transferor Company for INR 106 Crores.

- Based on the valuation report, the Board of Directors approved the lump sum consideration of INR 105 Crores and vesting of Mundra Power Generating Business Undertaking to the Transferee Company.

Fairness Opinion:

- JM Financial Institutional Securities Limited, a category I Merchant Banker has concluded that the lump sum consideration of INR 106 Crores in respect of Mundra Power Generating Business Undertaking of Transferor Company is fair.

For, Adan Power Limited

Vneet S Jaain
Whole Time Director

For, Adani Power (Mundra) Limited

Rajiv Kumar Rustagi
Chairman and Director

Date: 15th July, 2017
Place: Ahmedabad

adani

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF ADANI POWER LIMITED AT ITS MEETING HELD ON TUESDAY, 6TH DAY OF JUNE, 2017 EXPLAINING THE EFFECT OF SCHEME OF ARRANGEMENT ON EQUITY SHAREHOLDERS, SECURED / UNSECURED CREDITORS, KEY MANAGERIAL PERSONNEL, PROMOTERS, NON-PROMOTERS SHAREHOLDERS

1. **Background**

1.1. The proposed Scheme of Arrangement for slump exchange of Mundra Power Generation Undertaking situated at Mundra, Gujarat by Adani Power Limited ('Transferor Company') to its subsidiary company namely, Adani Power (Mundra) Limited ('Transferee Company') and their respective shareholders and creditors ('the Scheme') was approved by the Board of Directors of the Transferor Company vide resolution dated 6th day of June 2017. Provisions of Section 232(2)(c) of the Companies Act, 2013 requires the Directors to adopt a report explaining the effect of arrangement on equity shareholders, key managerial personnel (KMPs), promoters and non-promoter shareholders of the Transferor Company laying out in particular the share exchange ratio and the same is required to be circulated to the equity shareholders.

1.2. This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Companies Act, 2013.

1.3. The Board of Directors took note of the following:

1.3.1. Draft Scheme duly initialed by the Company Secretary for the purpose of identification;

1.3.2. Valuation Report dated 6th day of June 2017 of BSR & Associates LLP, (the "Valuer"), independent chartered accountants describing the methodology adopted by them in arriving at the valuation of Mundra Power Generation Undertaking ("Valuation Report");

1.3.3. Fairness Opinion dated 6th day of June 2017 prepared by JM Financial Institutional Securities Limited, a Category I Merchant Banker, providing the Fairness Opinion on the valuation of Mundra Power Generation Undertaking ("Fairness Opinion") as recommended by the Valuer;

1.3.4. Report of the Audit Committee of the Board of Directors of the Transferor Company dated 6th day of June 2017;

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Opp Mayor Bungalow, Law Garden
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Gujarat, India
CIN: L40100GJ1996PLC030533

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www.adani.com

Adani Power Ltd

Registered Office: Shikhar, Nr Mithakhali Circle, Navrangpura, Ahmedabad 380 009, Gujarat, India

1.3.5. Summary of the Valuation Report along with the basis of such valuation.

2. **Effect of the Scheme on shareholders, key managerial personnel, promoters and non-promoter shareholders**

2.1. Under the Scheme, an arrangement is sought to be entered into between the Transferor Company and its equity shareholders (promoter shareholders and non-promoter shareholders). On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

2.2 In respect of the Scheme, an arrangement is sought to be entered into between the Transferor Company and its creditors though no liabilities of the creditors of the Transferor Company is being reduced or being extinguished under the Scheme.

2.3. As on date, the Transferor Company has no outstanding towards any public deposits and therefore, the effect of the Scheme on any such public deposit holders or deposit trustees do not arise.

2.4. Under the Scheme, no arrangement is sought to be entered into between the Transferor Company and its debenture holders (unsecured). No rights of the debenture holders of the Transferor Company are being affected pursuant to the transfer of Mundra Power Generation Undertaking. The debenture trustees appointed for the different series of debentures shall continue to remain the debenture trustees.

2.5. Under clause 9 of Part II of the Scheme, on and from the Effective Date, the Transferee Company undertakes to engage the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, on the same terms and conditions on which they are engaged by the Transferor Company without any interruption of service and in the same manner as provided under clause 9 of Part II of the Scheme. In the circumstances, the rights of the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, would in no way be affected by the Scheme. Further, the employees engaged in the Remaining Business of the Transferor Company shall continue to be the employees of the Transferor Company.

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2.6. There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferor Company.

2.7. Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferor Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent of the equity shares held by them in the Transferor Company and/or to the extent of their shareholding as nominees in the Transferee Company and/or to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme. The individual shareholding of each of the said Directors, Key Managerial Personnel and their respective relatives, is less than 2% of the paid-up share capital of the Transferor Company.

3. Valuation:

3.3. BSR & Associates LLP (the "Valuer"), independent chartered accountants had carried out valuation on the basis of Net Asset Value (NAV) Method, Discounted Cash Flows (DCF) Method, Market Price Method and Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple Method in arriving at the valuation of Mundra Power Generation Undertaking of the Transferor Company for INR 106 Crores.

Based on the valuation report, the Board of Directors approved the lump sum consideration of INR 106 Crores and vesting of Mundra Power Generation Undertaking to the Transferee Company.

3.4. No special valuation difficulties were reported.

By order of the Board
For Adani Power Limited

Gautam S. Adani
Chairman

Date: 06.06.2017

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REPORT ADOPTED BY THE DIRECTOR OF ADANI POWER (MUNDRA) LIMITED

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REPORT ADOPTED BY THE BOARD OF DIRECTORS OF ADANI POWER (MUNDRA) LIMITED AT ITS MEETING HELD ON TUESDAY, 6TH DAY OF JUNE, 2017 EXPLAINING THE EFFECT OF SCHEME OF ARRANGEMENT ON EQUITY SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS, NON-PROMOTERS SHAREHOLDERS

1. Background

1.1. The proposed Scheme of Arrangement for slump exchange of Mundra Power Generation Undertaking situated at Mundra, Gujarat by Adani Power Limited ('Transferor Company') to Adani Power (Mundra) Limited ('Transferee Company') and their respective shareholders and creditors ('the Scheme') was approved by the Board of Directors of the Transferor Company vide resolution dated 6th day of June 2017. Provisions of Section 232(2)(c) of the Companies Act, 2013 requires the Directors to adopt a report explaining the effect of arrangement on equity shareholders, key managerial personnel (KMPs), promoters and non-promoter shareholders of the Transferee Company laying out in particular the share exchange ratio and the same is required to be circulated to the equity shareholders.

1.2. This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Companies Act, 2013.

1.3. The Board of Directors took note of the following:

1.3.1. Draft Scheme duly initialed by the Company Secretary for the purpose of identification;

1.3.2. Valuation Report dated 6th day of June 2017 of BSR & Associates LLP, (the "Valuer"), Independent chartered accountants describing the methodology adopted by them in arriving at the valuation of Mundra Power Generation Undertaking ("Valuation Report");

1.3.3. Fairness Opinion dated 6th day of June 2017 prepared by JM Financial Institutional Securities Limited, a Category I Merchant Banker, providing the Fairness Opinion on the valuation of Mundra Power Generation Undertaking ("Fairness Opinion") as recommended by the Valuer;

1.3.4. Report of the Audit Committee of the Board of Directors of the Transferee Company dated 6th day of June 2017;

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1.3.5. Summary of the Valuation Report along with the basis of such valuation.

2. Effect of the Scheme on shareholders, key managerial personnel, promoters and non-promoter shareholders

2.1. Under the Scheme, an arrangement is sought to be entered into between the Transferee Company and its equity shareholders. On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

2.2. Under the Scheme there is no arrangement with the creditors of the Transferee Company. The liability of the creditors of the Transferee Company, under the Scheme, is neither being reduced nor being extinguished. The creditors of the Transferee Company would not be prejudicially affected by the Scheme.

2.3. As on date, the Transferee Company has no outstanding towards any public deposits or debentures and therefore, the effect of the Scheme on any such public deposit holders or debenture holders or deposit trustees or debenture trustees do not arise.

2.4. The rights of the employees of the Transferee Company are in no way affected by the Scheme. The employees engaged by the Transferee Company shall continue to be employed by the Transferee Company.

2.5. There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferee Company.

2.6. Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferee Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the directors, members of the company that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme.

3. Valuation:

3.1. BSR & Associates LLP (the "Valuer"), independent chartered accountants had carried out valuation on the basis of Net Asset

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Value (NAV) Method, Discounted Cash Flows (DCF) Method, Market Price Method and Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple Method in arriving at the valuation of Mundra Power Generation Undertaking of the Transferor Company for INR 106 Crores.

Based on the valuation report, the Board of Directors approved the lump sum consideration of INR 106 Crores and vesting of Mundra Power Generation Undertaking to the Transferee Company.

3.2. No special valuation difficulties were reported.

By order of the Board
For Adani Power (Mundra) Limited

Rajiv Rustagi
Chairman

Date: 06.06.2017

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AUDITED FINANCIAL RESULTS OF THE TRANSFEROR COMPANY FOR THE PERIOD ENDED 31ST MARCH 2017

Deloitte
Haskins & Sells

Chartered Accountants
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INDEPENDENT AUDITOR'S REPORT
TO THE BOARD OF DIRECTORS OF
ADANI POWER LIMITED

1. We have audited the accompanying Statement of Standalone Financial Results of **ADANI POWER LIMITED** ("the Company") for the year ended March 31, 2017 ("the Statement"), being submitted by the Company pursuant to the requirement of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as modified by Circular No. CIR/CFD/FAC/62/2016 dated July 05, 2016.

   This Statement, which is the responsibility of the Company's Management and approved by the Board of Directors, has been compiled from the related standalone Ind AS financial statements which has been prepared in accordance with the Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder ("Ind AS") and other accounting principles generally accepted in India. Our responsibility is to express an opinion on the Statement based on our audit of such standalone financial statements.

2. We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Statement is free from material misstatement.

   An audit involves performing procedures to obtain audit evidence about the amounts and the disclosures in the Statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the Statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of the accounting estimates made by the Management, as well as evaluating the overall presentation of the Statement.

   We believe that the audit evidence obtained by us is sufficient and appropriate to provide a basis for our audit opinion.

DELOITTE HASKINS & SELLS AHMEDABAD CHARTERED ACCOUNTANTS

3. In our opinion and to the best of our information and according to the explanations given to us and read along with emphasis of matter in paragraph 4 below, the Statement:

   (a) is presented in accordance with the requirements of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as modified by Circular No. CIR/CFD/FAC/62/2016 dated July 5, 2016; and

   (b) gives a true and fair view in conformity with the aforesaid Indian Accounting Standards and other accounting principles generally accepted in India of the net loss, total comprehensive loss and other financial information of the Company for the year ended March 31, 2017.

4. We draw attention to:

   (a) Note 7 to the Statement which describe the key sources of estimation uncertainties as at March 31, 2017 relating to the recoverability of the carrying amount of Property, Plant and Equipment of the Company.

   (b) Note 8 to the Statement. During the financial year ended March 31, 2017, the Company has incurred a loss (including exceptional items) of Rs.6,054.34 crores, and its current liabilities exceed its current assets by Rs.12,688.47 crores as at March 31, 2017. However, for the reasons stated in the note, the financial statements are prepared on going concern basis.

   Our opinion is not modified in respect of these matters.

5. The Statement includes the results for the Quarter ended March 31, 2017 being the balancing figure between audited figures in respect of the full financial year and the published year to date figures up to the third quarter, adjusted for the matter described in Note 6 to the Statement, of the current financial year which were subject to limited review by us.

For Deloitte Haskins & Sells
Chartered Accountants
(Registration No 117365W)

Kartikeya Raval

Kartikeya Raval
Partner
Membership No. 106189

Ahmedabad, 27 May, 2017

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ADANI POWER LIMITED

(CIN No : L40100GJ1996PLC030533)

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AUDITED FINANCIAL RESULTS FOR THE QUARTER AND YEAR ENDED 31st MARCH, 2017

(₹ in Crores)

Sr. No.	Particulars	Standalone				
		3 Months ended on 31.03.2017	3 Months ended on 31.12.2016	3 Months ended on 31.03.2016	For the year ended on 31.03.2017	For the year ended on 31.03.2016
		Refer Note 13	(Unaudited)	Refer Note 13	(Audited)	(Audited)
1	**Income**					
	(a) Revenue from Operations	3,165.46	2,547.13	3,802.44	11,017.97	12,875.27
	(b) Other Income	230.00	172.56	131.50	735.22	522.73
	Total Income	3,395.46	2,719.69	3,933.94	11,753.19	13,398.00
2	**Expenses**					
	(a) Fuel Cost	2,141.65	1,866.05	1,685.88	7,190.72	6,818.45
	(b) Purchase of goods in trade	489.07	346.24	501.31	1,266.26	1,366.45
	(c) Employee benefits expense	43.55	41.69	35.88	181.66	189.28
	(d) Finance Cost	821.49	784.84	741.03	3,101.56	2,951.19
	(e) Depreciation & amortisation expense	396.24	244.26	408.90	1,120.72	1,137.26
	(f) Other Expenses	285.35	259.25	261.31	1,121.90	974.77
	Total expenses	4,177.35	3,542.33	3,634.31	13,982.82	13,437.40
3	**Profit / (Loss) from Operations before exceptional items (1-2)**	(781.89)	(822.64)	299.63	(2,229.63)	(39.40)
4	Add / (Less) : Exceptional Items	(3,907.94)	-	-	(3,907.94)	-
5	**Profit / (Loss) before tax (3+4)**	(4,689.83)	(822.64)	299.63	(6,137.57)	(39.40)
6	Tax expense					
	- Current Tax	-	0.03	(0.30)	0.03	(0.30)
	- Deferred Tax	-	-	83.26	(83.26)	(135.64)
7	Net Profit / (Loss) after tax (5-6)	(4,689.83)	(822.67)	216.67	(6,054.34)	96.54
8	Other Comprehensive Income					
	Items that will not be reclassified to profit or loss	1.81	(0.06)	29.99	1.63	20.36
9	**Total Comprehensive Income / (Loss) (after tax) (7+8)**	(4,688.02)	(822.73)	246.66	(6,052.71)	116.90
10	Paid up Equity Share Capital (Face Value ₹ 10 per share)	3,856.94	3,500.89	3,333.94	3,856.94	3,333.94
11	Other Equity excluding revaluation reserve	-	-	-	816.39	5,690.26
12	Debenture Redemption Reserve	-	-	-	-	-
13	**Earnings / (Loss) Per Share (EPS) (₹) (Not annualised) (Face Value ₹ 10 per share)**					
	Basic & Diluted EPS (In ₹)	(12.83)	(2.37)	0.69	(17.48)	0.32
14	Debt Equity Ratio ("DER")				5.25	2.66
15	Debt Service Coverage Ratio ("DSCR")				0.54	1.13
16	Interest Service Coverage Ratio ("ISCR")				0.73	1.56



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ADANI POWER LIMITED STANDALONE AUDITED FINANCIAL RESULTS FOR THE QUARTER AND YEAR ENDED 31ST MARCH, 2017

1. The Statement of Assets and Liabilities:

(₹ in Crores)

Particulars	As at 31st March, 2017 (Audited)	As at 31st March, 2016 (Audited)
ASSETS		
(1) Non-current Assets		
(a) Property, Plant and Equipment	22,711.79	23,791.19
(b) Capital Work-In-Progress	68.48	38.92
(c) Other Intangible Assets	5.86	5.71
(d) Financial Assets		
(i) Investment	7,662.08	7,662.08
(ii) Trade Receivable	-	-
(iii) Loans	5,970.92	4,647.21
(iv) Other Non-Current Financial Assets	11.80	292.60
(e) Other Non-current Assets	1,481.66	1,508.85
Total Non-current Assets	**37,912.59**	**37,946.56**
(2) Current Assets		
(a) Inventories	1,084.83	830.86
(b) Financial Assets		
(i) Investments	78.31	-
(ii) Trade Receivables	1,918.92	5,234.53
(iii) Cash and Cash Equivalents	52.57	42.53
(iv) Bank balances other than (iii) above	285.06	386.97
(v) Loans	10.37	861.52
(vi) Other Financial Assets	126.77	17.85
(c) Other Current Assets	288.06	221.88
Total Current Assets	**3,844.89**	**7,596.14**
Total Assets	**41,757.48**	**45,542.70**
EQUITY AND LIABILITIES		
Equity		
(a) Equity Share Capital	3,856.94	3,333.94
(b) Other Equity	816.39	5,690.26
Total Equity	**4,673.33**	**9,024.20**
LIABILITIES		
(1) Non-current Liabilities		
(a) Financial Liabilities		
(i) Borrowings	17,227.41	14,719.81
(ii) Other Financial Liabilities	64.67	51.00
(b) Provisions	8.05	7.59
(c) Deferred Tax Liabilities (Net)	-	83.26
(d) Other Non-current Liabilities	3,250.65	3,621.77
Total Non-Current Liabilities	**20,550.78**	**18,483.43**
(2) Current Liabilities		
(a) Financial Liabilities		
(i) Borrowings	8,046.78	9,311.65
(ii) Trade Payables	4,363.19	3,698.37
(iii) Other Current Financial Liabilities	3,179.40	3,893.65
(b) Other Current Liabilities	939.65	1,127.31
(c) Provisions	4.35	4.09
Total Current Liabilities	**16,533.37**	**18,035.07**
Total Liabilities	**37,084.15**	**36,518.50**
Total Equity and Liabilities	**41,757.48**	**45,542.70**



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2. The above standalone results have been reviewed by the Audit Committee and approved by the Board of Directors in their meetings held on 27th May, 2017.

3. The financial results of the Company have been prepared in accordance with Indian Accounting Standards ("Ind AS") as notified under Companies (Indian Accounting Standards) Rules, 2015 as amended by the Companies (Indian Accounting Standards) Rules, 2016. The Company has adopted Ind AS from 1st April, 2016 with comparatives being restated. Accordingly the impact of transitions has been provided in the opening reserves as at 1st April, 2015 and all the comparable periods presented have been restated. The date of transition to Ind AS is 1st April, 2015.

   Reconciliation of profit / (loss) and Total Equity between Ind AS and previous GAAP for earlier periods and as at 31st March, 2016 are as under:

(₹ in Crores)

Sr. No.	Particulars	Profit Reconciliation		Equity Reconciliation
		3 Months ended on 31.03.2016	Year ended on 31.03.2016	As at 31.03.2016
	Net Profit / Total Equity under Previous GAAP	**357.96**	**5.62**	**8,914.18**
a)	Effect of Measurement of Financial liabilities at amortised cost	0.10	0.36	0.41
b)	Effect of Measuring Investment at fair value through Profit & Loss	-	(0.12)	-
c)	Effect of Measuring Derivative contracts at fair value	0.33	(0.05)	(1.48)
d)	Capital Overhauling costs recognised as Property, Plant and Equipment (PPE) (net)	5.34	9.26	9.26
e)	Effect of recognition of deferred tax assets / liabilities	(117.07)	101.83	101.83
f)	Employee benefits expense - Actuarial Loss reclassified under OCI	(29.99)	(20.36)	-
	Net Profit / Equity under Ind AS	**216.67**	**96.54**	**9,024.20**
g)	Other Comprehensive Income	29.99	20.36	-
	Total Comprehensive Income / Total Equity under IND AS	**246.66**	**116.90**	**9,024.20**

4. Further to the execution of a share purchase agreement with the owners of Korba West Power Company Limited ("KWPCL"), the acquisition of 100% stake in KWPCL is pending for necessary approval and consents.

5. Exceptional Item includes :

   i) Reversal of revenue in the nature of Compensatory Tariff of ₹ 3,619.49 crores recognised upto 31st March, 2016, pursuant to the order of the Hon'ble Supreme Court dated 11th April, 2017 (Refer Note 6 for further details).

   ii) Write off of advances given to Brakel Kinnaur Power Private Limited of ₹ 288.45 crores due to delay in initiation of underlying project for which the said advance was given.



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6. Pursuant to the Central Electricity Regulatory Commission ("CERC") order dated 21st February, 2014, the Company had recognized revenue in the nature of Compensatory Tariff ("CT") of ₹ 3,938.65 crores upto 31st December, 2016 in respect of a long term Power Purchase Agreement ("PPA") (Bid 2) of 1000 MW entered into with Gujarat Urja Vikas Nigam Limited ("GUVNL") and other long term PPAs of 1424 MW entered into with Haryana Utilities. In addition, the Company had also recognized CT of ₹ 426.19 crores upto 31st December, 2016 in respect of another long term PPA (Bid 1) of 1000 MW entered into with GUVNL.

   The said order was challenged in the Appellate Tribunal for Electricity ("APTEL"). The APTEL vide its order dated 7th April, 2016, had set aside the aforementioned CERC order and had held that the promulgation of Indonesian regulation constitute Force Majeure event which was contested in the Hon'ble Supreme Court. The Hon'ble Supreme Court, vide its order dated 11th April, 2017 has set aside the aforementioned APTEL order and has ruled that said event is neither Force Majeure nor Change in Law as per the terms of PPA and hence, does not entitle Company for CT. Consequently, the Company has derecognised its claim on account of CT of ₹ 4,364.84 crores recognized up to 31st December, 2016, out of which, of ₹ 3,619.49 crores (recognised upto 31st March, 2016) is shown as an exceptional item (refer note 5i) and ₹ 745.35 crores (recognised from 1st April, 2016 to 31st December, 2016) has been adjusted from the revenue from operations. Accordingly, the revenue from operations pertaining to quarter ending 31st December, 2016 has been restated by ₹ 344.28 crores.

   Further, the aforesaid order of the Hon'ble Supreme Court also held that the non-availability of domestic coal due to change in policy or Change in Law, in force in India, constitute Change in Law as per the terms of PPA. The Hon. Supreme Court directed the CERC to determine the relief under clause 13 of PPA. The Company has filed a petition with CERC to ascertain the relief that may be available to the Company.

7. The Company has determined the recoverable amounts of the Power Plants over its useful life under Ind AS 36, Impairment of Assets based on the estimates relating to tariff, operational performance of the Plants, life extension plans, market prices of coal and other fuels, exchange variations, inflation, terminal value etc. which are considered reasonable by the Management.

   On a careful evaluation of the aforesaid factors, the Management of the Company has concluded that the Recoverable Amounts of the Power Plants are higher than their carrying amounts as at 31st March, 2017.

8. For the financial year ended 31st March, 2017, the Company has incurred a loss of ₹ 6,054.34 crores and as at the year end, current liabilities (including ₹ 7,234.06 Crores to related parties) exceed current assets by ₹ 12,688.47 Crores. The Company expects to meet its financial obligations based on continued support from lenders, trade creditors as well as subsidiaries as may be required to sustain its operations on a going concern basis.

9. During the year, the Company has issued and allotted 52.30 Crores warrants at a price of ₹ 32.54 per Warrant to promoter group entities which have been converted into equivalent number of equity shares of ₹ 10 each at a premium of ₹ 22.54 per share on preferential basis under section 42 of the Companies Act, 2013 and other relevant SEBI Regulations.

10. The Ratios have been computed as per below:
    DER = Borrowings (excluding working capital borrowings) / Share holders' Fund
    DSCR = Earnings before Exceptional Items, Finance Cost, Depreciation and Tax / (Interest Expense on Long Term Borrowings + Long term loan repayment (net off realised forex loss) made during the year (excluding Inter Corporate Deposits))
    ISCR = Earning before Exceptional Items, Finance Cost, Depreciation and Tax / Interest Expense



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11. The Company's activities during the year revolve around power generation. Considering the nature of Company's business and operations, as well as based on reviews of operating results by the chief operating decision maker to make decisions about resource allocation and performance measurement, there is only one reportable segment in accordance with the requirements of Ind AS - 108 – "Operating Segments".

12. Pursuant to de-recognition of CT as referred in note 6, the figures for the year ended 31st March, 2017 are not fully comparable with the figures of corresponding previous year.

13. The figures for the quarter ended 31st March, 2017 are balancing figures between the audited figures in respect of full financial year and the published year to date figures up to the third quarter adjusted for the matter described in note 6.

For, Adani Power Limited

Gautam S. Adani
Chairman

Place: Ahmedabad
Date: 27th May, 2017

AUDITED FINANCIAL STATEMENT OF THE TRANSFEREE COMPANY FOR THE PERIOD ENDED 31ST MARCH 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Balance Sheet as at 31st March, 2017

Particulars	Notes	As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
ASSETS			
Non-current Assets			
(a) Other Non-current Assets	5	56,46,619	13,72,221
Total Non-current Assets		**56,46,619**	**13,72,221**
Current Assets			
(a) Financial Assets			
(i) Cash and Cash Equivalents	6	1,29,674	4,86,233
(ii) Bank balances other than (i) above	7	-	1,57,09,03,771
Total Current Assets		**1,29,674**	**1,57,13,90,004**
Total Assets		57,76,293	**1,57,27,62,225**
EQUITY AND LIABILITIES			
EQUITY			
(a) Equity Share Capital	8	5,00,000	5,00,000
(b) Other Equity	9	(10,93,703)	(4,09,337)
Total Equity		**(5,93,703)**	**90,663**
LIABILITIES			
Non-current Liabilities		-	-
Total Non-current Liabilities		-	-
Current Liabilities			
(a) Financial Liabilities			
(i) Borrowings	10	-	1,57,23,26,186
(ii) Other Current Financial Liabilities	11	63,65,305	64,307
(b) Other Current Liabilities	12	4,691	2,81,069
Total Current Liabilities		**63,69,996**	**1,57,26,71,562**
Total Liabilities		63,69,996	1,57,26,71,562
Total Equity and Liabilities		57,76,293	1,57,27,62,225

See accompanying notes to the financial statements

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193069

M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Statement of Profit and Loss for the year ended 31st March, 2017

Particulars	Notes	For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Other Income	13	4,27,43,989	1,37,22,205
Total Income		**4,27,43,989**	**1,37,22,205**
Expenses			
Finance Costs	14	4,33,48,718	1,40,53,468
Other Expenses	15	79,637	78,074
Total Expenses		**4,34,28,355**	**1,41,31,542**
Loss before tax		**(6,84,366)**	**(4,09,337)**
Tax Expense:			
Current Tax	16	-	-
Deferred Tax		-	-
		-	-
Loss after tax	**Total A**	**(6,84,366)**	**(4,09,337)**
Other Comprehensive Income			
Other Comprehensive Income		-	-
Other Comprehensive Income (After Tax)	**Total B**	-	-
Total comprehensive loss for the year / period	**Total (A+B)**	**(6,84,366)**	**(4,09,337)**
Earnings Per Equity Share (EPS)			
(Face Value ₹ 10 Per Share)			
Basic and Diluted EPS (₹)	19	(13.69)	(8.19)

See accompanying notes to the financial statements

in terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Place : Ahmedabad
Date : 23rd May, 2017

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Adani Power (Mundra) Limited
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Rajiv Rustagi
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M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Statement of changes in equity for the year ended 31st March, 2017

adani

A. Equity Share Capital

Particulars	No. Shares	(Amount in ₹)
Balance as at 1st April, 2015	-	-
Changes in equity share capital during the year :		
Issue of shares	50,000	5,00,000
Balance as at 31st March, 2016	**50,000**	**5,00,000**
Changes in equity share capital during the year :	-	-
Balance as at 31st March, 2017	**50,000**	**5,00,000**

B. Other Equity

(Amount in ₹)

Particulars	Reserves and Surplus	Total
	Retained Earnings	
Balance as at 1st April, 2015	-	-
Loss for the year	(4,09,337)	(4,09,337)
Other comprehensive income	-	-
Total Comprehensive Loss for the year	**(4,09,337)**	**(4,09,337)**
Balance as at 31st March, 2016	**(4,09,337)**	**(4,09,337)**
Balance as at 1st April, 2016	(4,09,337)	(4,09,337)
Loss for the year	(6,84,366)	(6,84,366)
Other comprehensive Income	-	-
Total Comprehensive Loss for the year	**(6,84,366)**	**(6,84,366)**
Balance as at 31st March, 2017	**(10,93,703)**	**(10,93,703)**

See accompanying notes to the financial statements

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193069

M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Statement of Cash Flow for the year ended 31st March, 2017

adani

Particulars	For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
(A) Cash flow from operating activities		
Loss before tax as per Statement of Profit and Loss	(6,84,365)	(4,09,337)
Adjustment for the year :		
Interest Income	(4,27,43,989)	(1,37,22,205)
Finance Costs	4,33,48,718	1,40,53,468
Operating loss before working capital changes	**(79,637)**	**(78,074)**
Changes in working capital:		
(Increase) / Decrease in Operating Activities		
Other Current Liabilities	(2,76,378)	2,81,069
Other Financial Liabilities	42,818	64,307
Total Change in Working Capital	**(2,33,560)**	**3,45,376**
Cash used in operations	**(3,13,197)**	**2,67,302**
Less : Tax Paid	(42,74,398)	(13,72,221)
Net cash used in operating activities (A)	**(45,87,595)**	**(11,04,919)**
(B) Cash flow from investing activities		
Bank deposits / margin money withdrawn / (placed) (net)	1,57,09,03,771	(1,57,09,03,771)
Interest received	4,27,43,989	1,37,22,205
Net cash generated from / (used in) investing activities (B)	**1,61,36,47,760**	**(1,55,71,81,566)**
(C) Cash flow from financing activities		
Proceeds from issue of Share Capital	-	5,00,000
(Repayment) / Proceeds from Short-term borrowings (net)	(1,57,23,26,186)	1,57,23,26,186
Finance Costs Paid	(3,70,90,538)	(1,40,53,468)
Net cash used in / generated form financing activities (C)	**(1,60,94,16,724)**	**1,55,87,72,718**
Net (decrease) / increase in cash and cash equivalents (A)+(B)+(C)	(3,56,559)	4,86,233
Cash and cash equivalents at the beginning of the year / period	4,86,233	-
Cash and cash equivalents at the end of the year	**1,29,674**	**4,86,233**
Notes to Cash flow Statement :		
Reconciliation of Cash and cash equivalents with the Balance Sheet:		
Cash and cash equivalents as per Balance Sheet (Refer Note 6)	1,29,674	4,86,233
	1,29,674	**4,86,233**

The Cash Flow statement has been prepared under the 'Indirect Method' set out in Ind AS 7 'Cash Flow Statement'.

See accompanying notes forming part of the financial statements.

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Dharmesh Parikh & Co. Ahmedabad Chartered Accountants

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193069

M. R. Krishna Rao
Director
DIN 06495315

ADANI POWER (MUNDRA) LTD.

Place : Ahmedabad
Date : 23rd May, 2017

1 **Corporate Information**

Adani Power (Mundra) Limited (Previously known as Adani Power (Karnataka) Limited, name changed vide Certificate of Incorporation pursuant to change of name [under rule 29 of The Companies Act, 2014] with effect from 27th April, 2017) is domiciled in India and incorporated on 16th February, 2015 under the provisions of the Companies Act, 1956 having its registered office at Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009, Gujarat, India to carry on the business of generation and supply of Power. It is a Subsidiary Company of Adani Power Limited.

2 **Significant accounting policies**

2.1 **Basis of preparation**

The financial statements of the Company have been prepared in compliance with Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting Standards) Rules, 2015, on the historical cost basis except for certain financial instruments that are measured at fair values, as explained in the accounting policies below.

These Financial Statements are the Company's first Ind AS Financial Statements as covered by Ind AS 101, 'First-time adoption of Indian Accounting Standards'. For all periods up to and including the year ended 31st March, 2016, the Company had prepared its Financial Statements in accordance with Indian GAAP, including Accounting Standards (AS) notified under the Companies (Accounting Standards) Rules, 2006 (as amended), which is considered as "Previous GAAP". A description of the transition to Ind-AS and its impact on Company's net profit and equity has been provided in Note 4 "First Time Adoption of Ind-AS".

2.2 **Summary of significant accounting policies**

a **Financial Instruments**

Financial assets and financial liabilities are recognised when an entity becomes a party to the contractual provisions of the instruments.

Financial assets and financial liabilities are initially measured at fair value. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit or loss) are added to or deducted from the fair value of the financial assets or financial liabilities, as appropriate, on initial recognition. Transaction costs directly attributable to the acquisition of financial assets or financial liabilities at fair value through profit or loss are recognised immediately in profit or loss.

b **Financial assets**

Initial recognition and measurement

All regular way purchases or sales of financial assets are recognised and derecognised on a trade date basis.

All recognised financial assets are subsequently measured in their entirety at either amortised cost or fair value, depending on the classification of the financial assets.

Classification of financial assets

Financial assets that meet the following conditions are subsequently measured at amortised cost (except for debt instruments that are designated as at fair value through profit or loss on initial recognition):

- the asset is held within a business model whose objective is to hold assets in order to collect contractual cash flows; and
- the contractual terms of the instrument give rise on specified dates to cash flows that are solely payments of principal and interest.

All other financial asset are subsequently measured at fair value.

Effective interest method

The effective interest method is a method of calculating the amortised cost of a financial assets and of allocating interest income over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts (including all fees and transaction costs and other premiums or discounts) through the expected life of the financial assets, or where appropriate, a shorter period, to the net carrying amount on initial recognition.

Income is recognised on an effective interest basis for debt instruments other than those financial assets classified as at Fair Value through Profit and Loss (FVTPL). Interest income is recognised in profit or loss and is included in the "Other Income" line item.

Financial assets at cost

Investments in subsidiaries, associates and joint ventures are accounted for at cost.

Financial assets at fair value through profit or loss (FVTPL)

Financial assets that do not meet the amortised cost criteria or Fair value through other comprehensive income (FVTOCI) criteria are measured at FVTPL.

Financial assets at FVTPL are measured at fair value at the end of each reporting period, with any gains or losses arising on remeasurement recognised in profit or loss. The net gain or loss recognised in profit or loss incorporates any dividend or interest earned on the financial asset and is included in the "Other Income" line item.





Derecognition of financial assets

The Company derecognizes a financial asset when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another party.

On derecognition of a financial asset in its entirety, the difference between the asset's carrying amount and the sum of the consideration received and receivable and the cumulative gain or loss that had been recognised in other comprehensive income and accumulated in equity is recognised in profit or loss if such gain or loss would have otherwise been recognised in profit or loss on disposal of that financial asset.

c **Financial liabilities and equity instruments**

Classification as debt or equity

Debt and equity instruments issued by the Company are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Company are recognised at the proceeds received, net of direct issue costs.

Financial liabilities

All financial liabilities are subsequently measured at amortised cost using the effective interest method or at FVTPL.

Financial liabilities at FVTPL

A financial liability may be designated as at FVTPL upon initial recognition if:

- such designation eliminates or significantly reduces a measurement or recognition inconsistency that would otherwise arise;
- the financial liability whose performance is evaluated on a fair value basis, in accordance with the Company's documented risk management;

Financial liabilities at FVTPL are stated at fair value, with any gains or losses arising on remeasurement recognised in profit or loss. The net gain or loss recognised in profit or loss incorporates any interest paid on the financial liability.

Fair values are determined in the manner described in note 'e'.

Financial liabilities at amortised cost

Financial liabilities that are not held-for-trading and are not designated as at FVTPL are measured at amortised cost at the end of subsequent accounting periods. The carrying amounts of financial liabilities that are subsequently measured at amortised cost are determined based on the effective interest method. Interest expense that is not capitalised as part of costs of an asset is included in the 'Finance costs' line item.

The effective interest method is a method of calculating the amortised cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial liability, or (where appropriate) a shorter period, to the net carrying amount on initial recognition.

Derecognition of financial liabilities

The Company derecognises financial liabilities when, and only when, the Company's obligations are discharged, cancelled or have expired. An exchange between with a lender of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. Similarly, a substantial modification of the terms of an existing financial liability is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable is recognised in profit or loss. The Company derecognises financial liabilities when, and only when, the Company's obligations are discharged, cancelled or have expired. An exchange between with a lender of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. Similary, a substantial modification of the terms of an existing financial liability is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable is recognised in profit or loss.

d **Operating Cycle**

Based on the nature of products / activities of the Company and the normal time between acquisition of assets and their realisation in cash or cash equivalents, the Company has determined its operating cycle as 12 months for the purpose of classification of its assets and liabilities as current and non - current.





e **Fair value measurement**

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the financial asset or settle the financial liabil ty takes p ace either:

- n the principal market, or
- n the absence of a principal market, in the most advantageous market

The principal or the most advantageous market must be accessible by the Company.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

At each reporting date, the Management analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the Company's accounting policies.

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

f **Revenue recognition**

Interest income is recognised on time proportion basis. Dividend income is accounted for when the right to receive income is established.

g **Borrowing costs**

Borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. Interest income earned on the temporary investment of specific borrowings pending their expenditure on qualifying assets is deducted from the borrowing costs eligible for capitalisation.

All other borrowing costs are recognised in profit or loss in the period in which they are incurred.

h **Taxation**

Tax on income comprises current and deferred tax. It is recognised in statement of profit and loss except to the extent that it relates to a business combination, or items recognised directly in equity or in other comprehensive income.

Current tax

Tax on income for the current period is determined on the basis on estimated taxable income and tax credits computed in accordance with the provisions of the relevant tax laws and based on the expected outcome of assessments / appeals. Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred tax

Deferred tax is recognized for the future tax consequences of deductible temporary differences between the carrying values of assets and liabilities and their respective tax bases at the reporting date, using the tax rates and laws that are enacted or substantively enacted as on reporting date. Deferred tax liability are generally recorded for all temporary timing differences. Deferred tax assets are recognized to the extent that it is probable that future taxable income will be available against which the deductible temporary differences can be utilised. Deferred tax relating to items recognized outside the statement of profit and loss is recognized outside the statement of profit and loss, either in other comprehensive income or directly in equity. The carrying amount of deferred tax assets is reviewed at each reporting date.

Deferred tax liabilities and assets are measured at the tax rates that are expected to apply in the period in which the liability is settled or the asset realised, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the report ng period.





i **Earning per Share :**

Basic earnings per share is computed by dividing the profit / (loss) after tax by the weighted average number of equity shares outstanding during the year. Diluted earnings per share is computed by dividing the profit / (loss) after tax as adjusted for the effects of dividend, interest and other charges relating to the dilutive potential equity shares by weighted average number of shares plus dilutive potential equity shares.

j **Provisions, Contingent Liabilities and Contingent Assets**

Provisions are recognised when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. The amount recognised as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. When a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows (when the effect of the time value of money is material).When the Company expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the statement of profit and loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

Contingent liabilities are not recognised but are disclosed in the notes. Contingent assets are not recognised but are disclosed in the notes where an inflow of economic benefits is probable.

3 **Significant accounting judgements, estimates and assumptions**

The preparation of the Company's financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the accompanying disclosures, and the disclosure of contingent liabilities. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

Estimates and assumptions

The estimates at 31st March, 2016 are consistent with those made for the same dates in accordance with Indian GAAP (after adjustments to reflect any differences in accounting policies) apart from the following items where application of Indian GAAP did not require estimation:

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. Existing circumstances and assumptions about future developments may change due to market changes or circumstances arising that are beyond the control of the Company. Such changes are reflected in the assumptions when they occur.

i) Fair value measurement of financial instruments

When the fair value of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using ECL model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgement is required in establishing fair values. Judgements include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments





4 First-time adoption of Ind-AS

These are Company's first financial statements prepared in accordance with Ind AS. For the period ended 31st March, 2016, the Company prepared its financial statements in accordance with accounting standards notified under section 133 of the Companies Act 2013.

The Company has prepared these financial statements for the year ending on 31st March, 2017, together with the comparative period data, by applying Ind AS compliant policies described in the "Summary of Significant Accounting Policies". This note explains the options availed on first time adoption of Ind AS 101 and the principal adjustments made by the Company in restating its Ind an GAAP financial statements, as at and for the period ended 31st March, 2016.

a) Options availed on the first time adoption of Ind AS 101

i) Estimates

The estimates at 31st March 2016 are consistent with those made for the same dates in accordance with Indian GAAP (after adjustments to reflect any differences in accounting policies) apart from the following items where application of Indian GAAP did not require estimation:

> Impairment of financial assets based on the risk exposure and application of ECL model

The estimates used by the Company to present these amounts in accordance with Ind AS reflect conditions as of 31st March, 2016.

ii) Classification and measurement of financial assets :

The Company has assessed classification and measurement of financial assets on the basis of facts and circumstances that exist as on transition date

iii) Impairment of financial assets

The Company has applied impairment requirements of Ind AS 109 retrospectively; however, as permitted by Ind AS 101, it has used reasonable and supportable information that is available without undue cost or effort to determine the credit risk at the date that financial instruments were initially recognised in order to compare it with the credit risk at the transition date.

iv) Derecognisation of financial assets and financial liabilities

The Company has applied the derecognisation requirements of financial assets and financial liabilities prospectively for transactions occurring on or after transition date

b) Reconciliations between previous GAAP and Ind AS

The following tables represent the reconciliations from previous GAAP to Ind AS of equity as at 31st March,2016 and Total Comprehensive income for the period then ended.

4.1 Reconciliation of total equity as at 31st March, 2016 :

(Amount in ₹)

Particulars	As at 31st March, 2016
Equity Share Capital as per previous GAAP	5,00,000
Other Equity as per previous GAAP	(4,09,337)
Adjustment	-
Total Adjustment to Equity	(4,09,337)
Total Equity as reported under Ind AS	90,663

4.2 Reconciliation of total comprehensive income for the year ended 31st March, 2016 :

(Amount in ₹)

Particulars	For the Period from 16th February, 2015 to 31st March, 2015
Loss as per previous GAAP	(4,09,337)
Ind AS: Adjustments increase / (decrease) :	-
Total adjustment to profit or loss	-
Loss under Ind AS	(4,09,337)
Other comprehensive income	-
Total comprehensive income under Ind AS	(4,09,337)

Effects of Ind AS adoption on the financial statements of comparative periods:

As there is no reconciliation item between financial statements prepared under Indian GAAP and those prepared under Ind AS, reconciliation of Balance Sheet, Statement of Profit & Loss and Cash Flows is not presented.

5 Other Non-current Assets		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Advance income tax		56,46,619	13,72,221
	Total	56,46,619	13,72,221

6 Cash and Cash equivalents		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Balances with banks			
In current accounts		1,29,674	4,86,233
	Total	1,29,674	4,86,233

Notes :

As per the amendment to Schedule III of the Companies Act, 2013 by MCA notification G.S.R 308(E) dated 30th March 2017, every company is required to disclose the details of Specified Bank Notes (SBN) held and transacted during the period from 8th November, 2016 to 30th December, 2016. Since the company did not hold or transact in cash during the entire year, the said disclosure is not applicable.

7 Bank balance (other than Cash and Cash equivalents)		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Balances held as Margin Money		-	1,57,09,03,771
	Total	-	1,57,09,03,771

8 Share Capital		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Authorised Share Capital			
50,000 Equity shares of ₹ 10/- each		5,00,000	5,00,000
	Total	5,00,000	5,00,000
Issued, Subscribed and fully paid-up equity shares			
50,000 Equity shares of ₹ 10/- each, fully paid		5,00,000	5,00,000
	Total	5,00,000	5,00,000

a. Reconciliation of the shares outstanding at the beginning and at the end of the reporting year

Equity Shares

	As at 31st March, 2017		As at 31st March, 2016	
	No. Shares	(Amount in ₹)	No. Shares	(Amount in ₹)
At the beginning of the year	50,000	5,00,000	-	-
Issued during the year	-	-	50,000	5,00,000
Outstanding at the end of the year	50,000	5,00,000	50,000	5,00,000

b. Terms/rights attached to equity shares

The Company has only one class of equity shares having par value of ₹ 10 per share. Each holder of equity shares is entitled to one vote per share. In the event of liquidation of the Company the holders of the equity shares will be entitled to receive remaining assets of the Company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the share holders.

c. Shares held by Parent Company

Out of equity shares issued by the Company, shares held by its parent company together with its nominees are as under:

	As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Adani Power Limited (Parent Company with its nominees)	4,95,000	5,00,000
Total	4,95,000	5,00,000

d. Details of shareholders holding more than 5% shares in the Company

	As at 31st March, 2017		As at 31st March, 2016	
	No. Shares	% holding in the class	No. Shares	% holding in the class
Adani Power Limited (Parent Company)	49,500	99%	50,000	100%
	49,500	99%	50,000	100%

9 Other Equity		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Retained earnings			
Opening Balance		(4,09,337)	-
Add : Loss for the year		(6,84,366)	(4,09,337)
Add : Other Comprehensive Income		-	-
Closing Balance	**Total**	**(10,93,703)**	**(4,09,337)**

10 Short-term Borrowings		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Unsecured Borrowings			
Loan from Related Party (refer note (I) below and note 24)		-	1,57,23,26,186
	Total	**-**	**1,57,23,26,186**

(I) Loans from relatec parties are repayable w thin one year from the date of agreement.

11 Other Current Financial Liabilities		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Interest accrued but not due on borrowings		62,58,180	-
Capital Creditors		89,875	64,307
Other Payable		17,250	-
	Total	**63,65,305**	**64,307**

12 Other Current Liabilities		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Statutory liabilities (including TDS)		4,691	2,81,069
	Total	**4,691**	**2,81,069**

13 Other Income		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Interest Income		4,27,43,989	1,37,22,205
Note :	Total	4,27,43,989	1,37,22,205

Interest Income of Rs. 4,27,43,989 (Previous Year Rs.1,37,22,205) on financial assets carried at amortised cost, which includes interest from fixed deposits and margin deposits with banks.

14 Finance costs		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Interest Expenses on :			
Interest on Loan		4,33,48,704	1,40,53,468
Interest on Others		14	-
	Total	4,33,48,718	1,40,53,468

15 Other Expenses		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Preliminary Expenses		-	27,531
Legal & Professional Expenses		4,160	9,601
Directors' Sitting Fees		41,925	-
Payment to Auditors			
Statutory Audit Fees		17,325	17,175
Other Certification Fees		9,424	10,000
Miscellaneous expenses		6,803	13,767
	Total	79,637	78,074

16 Income Tax

The major components of income tax expense for the years ended 31st March, 2017 and 31st March, 2016 are:

		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Current Tax:			
Current Income Tax Charge		-	
	Total (a)	-	-
Deferred Tax			
In respect of current year origination and reversal of temporary differences		-	-
	Total (b)	-	-
	Total (a+b)	-	-
OCI section			
Deferred tax related to items recognised in OCI during in the year:		-	-

	For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Accounting profit / (loss) before tax	(6,84,366)	(4,09,337)
Income tax using the company's domestic tax rate @ 30.90%	(2,11,469)	(1,26,485)
Tax Effect of :		
i) Income and expenses not allowed under income tax	2,11,469	1,26,485
Income tax recognised in profit and loss account at effective rate	-	-
Total Tax Expense for the year	-	-
Net (DTL) / DTA recognised during the year	-	-

17 **Disclosures under MSMED Act :**

There are no Micro, Small and Medium Enterprises as defined in Micro, Small and medium enterprises development act, 2006, to whom the company owes dues on account of principal amount together with interest and accordingly no additional disclosure have been made.

The above information regarding micro, small and medium enterprises has been determined to the extent such parties have been identified on the basis of information available with the Company. This has been relied upon by the auditors.

18 **Contingent Liabilities & Commitments**
(to the extent not provided for)

	As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Contingent Liabilities	-	-
Commitments		
Estimated amount of contracts remaining to be executed on capital accounts (net of advances) and not provided for	-	-
Total	-	-

19 **Pursuant to the Indian Accounting Standard 33 – Earning per Share, the disclosure is as under:**

	UOM	For the year ended 31st March, 2017	For the Period from 16th February, 2015 to 31st March, 2016
Basic and Diluted EPS			
Profit/ (Loss) attributable to equity shareholders	₹	(6,84,366)	(4,09,337)
Weighted average number of equity shares	No.	50,000	50,000
Nominal Value of equity share	₹	10	10
Basic and Diluted EPS	₹	**(13.69)**	**(8.19)**

20 **Financial Risk objective and policies:**

The Company's risk management activities are subject to the management direction and control under the framework of Risk Management Policy as approved by the Board of Directors of the Company. The Management ensures appropriate risk governance framework for the Company through appropriate policies and procedures and that risks are identified, measured and managed in accordance with the Company's policies and risk objectives

In the ordinary course of business, the Company is exposed to Market risk, Credit risk, and Liquidity risk.

Market Risk :

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises of interest rate risk.

i) Interest Risk :

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company does not have any interest exposure to which the risk of changes in market interest rates apply.

Credit Risk :

Credit risk is the risk that counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss.

Liquidity Risk :

The Company monitors its risk of shortage of funds using cash flow forecasting models. These models consider the maturity of its financial investments, committed funding and projected cash flows from operations. The Company's objective is to provide financial resources to meet its business objectives in a timely, cost effective and reliable manner and to manage its capital structure. A balance between continuity of funding and flexibility is maintained through continued support from lenders, trade creditors as well as fellow subsidiaries.

Maturity profile of financial liabilities :

The table below provides details regarding the remaining contractual maturities of financial liabilities at the reporting date based on contractual undiscounted payments.

(Amount in ₹)

As at 31st March, 2017	Less than 1 year	Total
Other Current Financial Liabilities	63,65,305	63,65,305

21 The company evaluates its working capital position for ensuing financial year based on the projected cash flow statement. The Company plans to meet the financial obligations based on continued support from lenders, trade creditors as well as fellow subsidiaries as may be required to sustain its operation on going concern basis. Having regard to the above, the financial statements have been prepared by the Management of the Company on a going concern basis.

22 **Other Disclosures**

In the opinion of the management and to the best of their knowledge and belief, the value under the head of Current and Non-Current Assets (other than Fixed Assets and Non-Current Investments) are approximately of the value stated, if realised in ordinary course of business, except unless stated otherwise. The provision for all the known liabilities is adequate and not in excess of amount considered reasonably necessary.





23 Fair Value Measurement :

a) The carrying value of financial instruments by categories as of 31st March, 2017 is as follows :

Particulars		Fair Value through other Comprehensive Income	Fair Value through profit or loss	Amortised Cost	Total
Financial Assets					
Cash and Cash Equivalents		-	-	1,29,674	1,29,674
	Total	-	-	1,29,674	1,29,674
Financial Liabilities					
Other Financial liabilities		-	-	63,65,305	63,65,305
	Total	-	-	63,65,305	63,65,305

b) The carrying value of financial instruments by categories as of 31st March, 2016 is as follows :

Particulars		Fair Value through other Comprehensive Income	Fair Value through profit or loss	Amortised Cost	Total
Financial Assets					
Cash and Cash Equivalents		-	-	1,57,13,90,004	1,57,13,90,004
	Total	-	-	1,57,13,90,004	1,57,13,90,004
Financial Liabilities					
Borrowings			-	1,57,23,26,186	1,57,23,26,186
Other Financial liabilities		-	-	64,307	64,307
	Total	-	-	1,57,23,90,493	1,57,23,90,493

23.1 All financial Assets and Liabilities valued at amortised cost. Therefore, fair value hierarchy not applicable as at 31st March, 2017 and as at 31st March, 2016

24 **Related party transactions**

a) **List of related parties and relationship**

Description of relationship	**Name of Related Parties**
Ultimate Controlling Entity	S. B. Adani Family Trust
Immediate Parent Company	Adani Power Limited

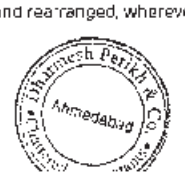
b) **Transaction with Related Parties :** (Amount in ₹)

Particulars	As at 31st March, 2017	As at 31st March, 2016
	Immediate Parent Company	Immediate Parent Company
Nature of Transaction with Related Parties :		
Equity Shares	-	5,00,000
Reimbursement Expenses	-	27,531
Loan Taker	2,76,07,00,000	2,90,56,48,121
Loan Repaid Back	4,33,30,26,186	1,33,44,46,213
Interest Expense on Loan	4,33,48,704	1,40,53,468
Other Balance Transfer from Related Party	3,900	

c) **Balances With Related Parties :** (Amount in ₹)

Particulars	As at 31st March, 2017	As at 31st March, 2016
	Immediate Parent Company	Immediate Parent Company
Balances with Related Parties :		
Borrowing (Loan)	-	1,57,17,14,377
Accounts Payable	62,87,661	-

25 Previous year's figures have been recast, regrouped and rearranged, wherever necessary to confirm to this year's classification.





26 **Approval of financial statements**

The financial statements were approved for issue by the board of directors on 23rd May, 2017.

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193065

M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ABRIDGED PROSPECTUS OF THE TRANSFEREE COMPANY

VIVRO

Vivro Financial Services Private Ltd.
Regd. Office :
Vivro House, 11 Shashi Colony, Opp. Suvidha Shopping Centre, Paldi,
Ahmedabad, Gujarat, India - 380 007.
Tel. : +91 (079) 4040 4242 , 2665 0669, W : www.vivro.net

CERTIFICATE

To,
Board of Directors & Shareholders,
Adani Power Limited,
Shikhar", Near Adani House, Mithakhali Six Roads,
Navrangpura, Ahmedabad- 380 009, Gujarat

Sub: Certificate on adequacy and accuracy of disclosure of information pertaining to Adani Power (Mundra) Limited in relation to proposed Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors.

Dear Sirs,

We, Vivro Financial Services Private Limited ('**Vivro**'), refer to our engagement letter dated July 31, 2017 whereby **Adani Power Limited ("API." or "Transferor Company")** has appointed us for the purpose of certifying the adequacy and accuracy of disclosure of information pertaining to **Adani Power (Mundra) Limited ("APML" or "Transferee Company")** pursuant to proposed scheme of arrangement providing for transfer and vesting of Mundra Power Generation Undertaking of the Transferor Company to the Transferee Company as a going concern on a slump exchange basis under sections 230 to 232 read with section 13, 52, 61 and 66 of the Companies Act, 2013 and provisions of other applicable laws ("**Scheme of Arrangement**").

Regulatory Requirement:

SEBI vide its Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ("**SEBI Circular**") prescribed requirements to be fulfilled by the listed entities when they propose a Scheme of Arrangement. The SEBI Circular, amongst other things, provide that in the event a listed entity enters into a scheme of arrangement with an unlisted entity, the listed entity shall disclose to its shareholders applicable information pertaining to the unlisted entity in the format specified for abridged prospectus as provided in part D of Schedule VIII of SEBI (ICDR) Regulations, 2009.

Further, the adequacy and accuracy of such disclosure of information pertaining to unlisted entity is required to be certified by a SEBI registered Merchant Banker.

Disclaimer and Limitations:

1. This Certificate is a specific purpose certificate issued in terms of and in compliance with SEBI Circular and hence it should not be used for any other purpose or transaction.

2. This Certificate contains the certification on adequacy and accuracy of disclosure of information pertaining to the unlisted entity viz., APML and is not an opinion on the proposed Scheme of Arrangement or its success.

CIN - U67120GJ1996PTC029182, Merchant Banker Sebi. Reg. No. INM000010122, AMBI Reg. No. AM/BI/085

VIVRO

Vivro Financial Services Private Ltd.
Regd. Office :
Vivro House, 11 Shashi Colony, Opp. Suvidha Shopping Centre, Paldi, Ahmedabad, Gujarat, India - 380 007.
Tel. : +91 (079) 4040 4242 , 2665 0669, W : www.vivro.net

3. This Certificate is issued on the basis of examination of information and documents provided by APML, explanations provided by the management of APML and information which is available in the public domain and wherever required, the appropriate representations from APML and others have also been obtained.

4. We shall not be liable for any losses whether financial or otherwise or expenses arising directly or indirectly out of the use of or reliance on the information set out here in this report.

5. Our opinion is not, nor should it be construed as our opining or certifying the compliance of the proposed Scheme of Arrangement with the provisions of any law including companies, taxation and capital market related laws or as regards any legal implications or issues arising thereon, in their respective jurisdiction.

Certification:

We state and confirm as follows:

1. We have examined various documents and other materials in connection with finalization of disclosure of information pertaining to APML ("**Information Memorandum**") which will be circulated to the members of APL at the time of seeking their consent to the proposed Scheme of Arrangement of as a part of explanatory statement to the notice;

2. On the basis of such examination and the discussion with the management of APML, its directors, other officers and on independent verification of contents of Information Memorandum and other documents furnished to us, WE CONFIRM that:

   a. The information contained in the Information Memorandum is in conformity with the relevant documents, materials and other papers related to APML;

   b. The Information Memorandum contains applicable information pertaining to APML as required in terms of SEBI Circulars which, in our view are fair, adequate and accurate to enable the members to make a well informed decision on the proposed Scheme of Arrangement.

For, **Vivro Financial Services Private Limited**

Vivro Financial Services PVT. LTD. Ahmedabad

Jayesh Vithlani
SVP- Capital Market

Date: August 05, 2017
Place: Ahmedabad

CIN - U67120GJ1996PTC029182. Merchant Banker Sebi. Reg. No. INM000010122. AMBI Reg. No. AMBI/086

APPLICABLE INFORMATION IN THE FORMAT SPECIFIED FOR ABRIDGED PROSPECTUS (AS PROVIDED IN PART D OF SCHEDULE VIII OF THE ICDR REGULATIONS)

This Document contains information pertaining to unlisted entity involved in the proposed Scheme of Arrangement between Adani Power Limited ('**APL' or the 'Transferor Company'**) and Adani Power (Mundra) Limited ('**APML' or the 'Transferee Company'**) and their respective shareholders and creditors in terms of requirement specified in SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ("**SEBI Circular**").

Adani Power (Mundra) Limited

(Earlier known as Adani Power (Karnataka) Limited)

Registered Office: Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009
Corporate Office: Achalraj, Opp. Mayor Bungalow, Law Garden, Ahmedabad – 380 006
Telephone: 91-79-2555 5696; **Fax:** +91-79-2555 7177; **Email:** deepak.pandya@adani.com,
CIN: U40300GJ2015PLC082295
Contact Person: Mr. Deepak Pandya

PROMOTERS

Adani Power Limited and Adani Power (Jharkhand) Limited

DETAILS OF THE SCHEME

The Scheme of Arrangement provides for the transfer and vesting of the Mundra Power Generation Undertaking of the Transferor Company to the Transferee Company as a going concern on a slump exchange basis under sections 230 to 232 read with section 13, 52, 61 and 66 of the Companies Act, 2013 and provisions of other applicable laws.

STATUTORY AUDITOR

M/s Dharmesh Parikh & Co.
Chartered Accountants
303/304, "Milestone", Nr. Drive-in-cinema,
Opp. T.V. Tower, Thaltej, Ahmedabad – 380 054.
Phone No.: 91-79-27474466
Fax: 91-79-27479955

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Adani Power Ltd.

Vivro Financial Services Pvt. Ltd. Ahmedabad

ADANI POWER LIMITED (the "APL")

Adani Power Limited is a company incorporated on 22nd day of August 1996 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956 in the name of Adani Power Limited. The Corporate Identity Number of the Company is L40100GJ1996PLC030533. Its name was changed to (a) Adani Power Private Limited on 3rd day of June 2002; and (b) Adani Power Limited on 12th day of April 2007. APL is a listed public limited company having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The equity shares of APL are listed on the National Stock Exchange of India Limited – Security Symbol: ADANIPOWER and BSE Limited – Security ID: 533096. The issued, subscribed and paid up capital of the APL is Rs. 38,56,93,89,410 divided into 3,85,69,38,941 Equity Shares of Rs. 10/- each.

The APL is engaged in the business of thermal power generation having operating projects in Gujarat and in Maharastra, Rajasthan and Karnataka through its wholly owned subsidiaries.

Promoters of APL:

Sr. No.	Name of Promoters	No. of Shares Held	% of Holding
1	S.B. Adani Family Trust	1,40,51,79,633	36.43
2	G.S. Adani Family Trust	1,64,32,820	0.43
3	Adani Tradeline LLP*	37,71,80,885	9.78
4	Adani Properties Private Limited	0	0
5	Universal Trade And Investments Limited	29,11,24,451	7.55
6	Worldwide Emerging Market Holding Limited	19,28,46,900	5.00
7	Pan Asia Trade & Investment Pvt. Ltd.	7,77,37,201	2.02
8	Afro Asia Trade And Investments Limited	26,54,85,675	6.88
9	Emerging Market Investment DMCC	13,50,000	0.04
Total Shareholding		**2,62,59,87,565**	**68.12**

*Earlier known as Parsa Kente Rail Infra LLP

Board of Directors & KMPs of APL:

Sr. No.	Name of Directors & KMPs	Designation	DIN/PAN
1	Gautam S. Adani	Director & Chairman	00006273
2	Rajesh S. Adani	Managing Director	00006322
3	Chandra P. Jain	Independent Director	00011964
4	Vneet S Jaain	Whole time Director	00053906
5	Nandita N. Vohra	Independent Director	06962408
6	Raminder S. Gujral	Independent Director	07175393
7	Vinod Bhandawat	Chief Financial Offer	ACFPB6418A
8	Deepak S. Pandya	Company Secretary	AEAPP8903M

APL is holding 49,500 Equity Shares (including 6 Shares held through nominees) constituting 99% of the total share capital of Adani Power (Mundra) Limited.

ADANI POWER (JHARKHAND) LIMITED (the "APJL")

Adani Power (Jharkhand) Limited is a company incorporated on 18th day of December 2015 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 2013 in the name of Adani Power (Jharkhand) Limited with Corporate Identity Number U40100GJ2015PLC085448. APJL is a public limited company having its registered office at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The issued, subscribed and paid up capital of the APJL is Rs. 5,00,000 divided into 50,000 Equity Shares of Rs. 10/- each

The APJL is incorporated to deal in power generation and is setting up the thermal power plant at district podaiyahaat – Godda, Jharkhand and is wholly owned subsidiary of Adani Power Limited.

2

Promoters of APJL:

Sr. No.	Name of Promoters	No. of Shares Held	% of Holding
1	Adani Power Limited	50,000	100

Board of Directors & KMPs of APJL:

Sr. No.	Name of Directors & KMPs	Designation	DIN/PAN
1	Vinod Bhandawat	Director	02873571
2	Jayadeb Nanda	Director	06578925
3	Abhilash Mehta	Director	06860221

APJL is holding 500 Equity Shares constituting 1% of the total share capital of Adani Power (Mundra) Limited.

List of top 5 largest listed group companies as per Part A, Schedule VIII, Regulation 2, Item (IX) (C) (2) SEBI (ICDR) Regulations, 2009

None of the entity falls within the definition of Group Company as per the materiality policy adopted by the board of APML.

BUSINESS MODEL / BUSINESS OVERVIEW AND STRATEGY

Adani Power (Mundra) Limited (the "**APML**") is a company incorporated on 16th Day of February, 2015 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 2013 in the name of Adani Power (Karnataka) Limited with Corporate Identity Number U40300GJ2015PLC082295. The name of Adani Power (Karnataka) Limited was changed to Adani Power (Mundra) Limited with effect from 27th day of April 2017. APML is an unlisted public limited company, having its registered office at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat.

The Company is authorized by its Memorandum of Association to carry on the business of generation, distribution and supply of and to generally deal in electricity and other form of energy. At present, APML does not carry on any business activity. On coming into effect of the proposed Scheme of Arrangement, AMPL will engage in and carry on the power generation through thermal power plant set up in Special Economic Zone located at Taluka Mundra, District Kutch, Gujarat.

BOARD OF DIRECTORS OF APML

Sr. No.	Name	Designation (Independent / Whole time / Executive / Nominee)	Experience including current / past position held in other firms
1	Mr. Jatinder Bhatnagar	Director	Mr. Jatinder Bhatnagar, holds B.Tech (Mech) IITD. He has over 37 years of experience in the project development, project execution, planning, environmental and statutory clearance, technical services and project monitoring. He started his career as an Executive Trainee in NTPC Limited and worked till 2007 in various capacities. He joined Adani Power Limited in the year 2007 and worked with Chairman for Power Business for 4 years. He is working as Project Director in Adani Power Ltd.
2	Mr. M R Krishna Rao	Director	Mr. M. R. Krishna Rao, Vice President (Projects) aged 50 years, holds Bachelor's degree in Electrical Engineering and Post Graduate Diploma in Energy Management. He has over 24 years of experience in

Adani Power Ltd.
Vivro Financial Services Pvt. Ltd. Ahmedabad

			power sector with more than 15 year experience in government sector. He has expertise in matters related to Regulatory Affairs and all commercial matters related to Power Purchase Agreements including financial modelling and contract management etc. He joined Adani Power Limited in the year 2013 and heading Power Sale & Regulatory department controlling the 4620 MW Power plant situated at Mundra, Gujarat, 3300 MW power project at Tiroda, Maharashtra, 1320 MW power project at Kawai, Rajasthan and 1200 MW power project at Udupi, Karnataka. He is also dealing with the power sales of 40 MW, solar project situated at Bitta in Gujarat.
3	Mr. Rajiv Kumar Rustagi	Director	Mr. Rajiv Kumar Rustagi, aged 54 years, is the Associate Vice President (Finance & Accounts). He holds a bachelor's degree B.Com from Delhi University. He has also done an ICWA in Finance. A competent and result oriented professional with 32 years' insightful experience in Accounts, Finance and Commercial Functions across industry verticals. Have vast experience and expertise in administering commercial functions including supply management, long term contracts & negotiations, strategic alliances, Tax Planning and meeting compliances with various statutory and Fiscal requirements. Prior to this assignment he worked as General Manager in Welspun Gujarat Stahl Rohren Ltd. Mr. Rustagi joined Adani on 7th December 2007.
4	Mr. K K Mishra	Independent Director	Mr. Krishnakumar Mishra is a Practicing Company Secretary and has more than 30 years of experience in the field. He served as Managing Director and Company Secretary of Ahmedabad Stock Exchange Limited and also members of various committees at Ahmedabad Stock Exchange Limited.
5	Ms. Sushama Oza	Independent Director	Sushama Oza is Director, Strategy & Sustainability at Adani Foundation, Ahmedabad. She was also the CEO of Adani Foundation from May 2007 to October 2014 and has been heading the CSR for Adani conglomerate for more than eight years. She has represented the organization at many national and international fora. Ms. Oza has over 33 years of experience in the development field, out which 16 years have been as head of the organization in India and USA. She has strategized and spearheaded projects in sectors of primary health care, sustainable livelihood development, rural sports and rural infrastructure. In the span of her long career she has groomed a large number of development professionals as well as volunteers. She has an impressive record of successfully organizing many large scale events for fund raising and networking and of developing partnerships with more than 150 NGOs with project specific funding and Management Training. Ms. Oza received Masters in Social Work (MSW) from The Maharaja Sayajirao University of Baroda in 1981 and has accreditation with the National Council of Social Work, U.S.A. and Education Evaluation International, U.S.A.

Adani Power Ltd.

Vivro Financial Services Pvt. Ltd. Ahmedabad

SHAREHOLDING PATTERN AS ON JULY 31, 2017

Sr. no.	Particulars	Number of shares	% Holding of share capital
1.	Promoter & Promoter Group	50,000	100.00
2.	Public	--	--
	Total	**50,000**	**100.00**

AUDITED FINANCIALS

(₹ in Lacs)

Particulars	As at March 31, 2017	As at March 31, 2016
Total income from operations (net)	-	-
Net Profit / (Loss) before tax and extraordinary items	(6.84)	(4.09)
Net Profit / (Loss) after tax and extraordinary items	(6.84)	(4.09)
Equity Share Capital	5.00	5.00
Reserves and Surplus / Other Equity	(10.94)	(4.09)
Net worth	(5.94)	0.91
Basic earnings per share (₹)	(13.69)	(8.19)
Diluted earnings per share (₹)	(13.69)	(8.19)
Return on net worth (%)	-	-
Net asset value per share (₹)	(11.87)	1.81

INTERNAL RISK FACTORS

1. The Transferee Company is an unlisted company and its equity shares are not available for trading on the stock exchange.

2. The Transferee Company, presently, does not carry on any business activity.

3. The Transferee Company has negative net worth.

4. The Transferee Company has, in past, entered into related party transactions and may continue to do so in the future.

SUMMARY OF OUTSTANDING LITIGATIONS, CLAIMS AND REGULATORY ACTION

A. Total number of outstanding litigations against and by our Company and amount involved – **Nil**

B. Brief details of top 5 material outstanding litigations against the Company and amount involved – **Nil**

C. Regulatory Action, if any - disciplinary action taken by SEBI or stock exchanges against the Promoters / Group companies in last 5 financial years including outstanding action, if any: **Nil**

D. Brief details of outstanding criminal proceedings against Promoters: **Nil**

RATIONALE AND BENEFITS OF SCHEME OF ARRANGEMENT

(a) The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to

Adani Power Ltd.

Financial Services Ltd. Ahmedabad

the distinct activities.

(b) The transfer and vesting of the Mundra Power Generating Business into the Transferee Company will create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

(c) Separation of the Mundra Power Generating Business into the Transferee Company will put at par with the other operating subsidiaries of the Transferor Company, with specific strategic focus as well as specific financial arrangements.

(d) Transfer and vesting of the Mundra Power Generating Business to the Transferee Company will allow induction of capital/strategic investor into the Mundra Power Generating Business.

DECLARATION

We hereby declare that all relevant provisions of SEBI Circular and Part D of Schedule VIII of SEBI (ICDR) Regulations, 2009 have been complied with and no statement made in this Document is contrary to the provisions of SEBI Circular or SEBI (ICDR) Regulations, 2009. We further certify that all statements in this Document are true and correct.

For, Adani Power Limited.

Adani Power Ltd.

Deepak Pandya
Company Secretary & Compliance Officer

Vivro Financial Services Pvt. Ltd. Ahmedabad

For, Vivro Financial Services Pvt. Ltd.
Authorised Signatory

Place: Ahmedabad
Date: July 31, 2017

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

BENCH, AT AHMEDABAD

CA (CAA) NO. 84/NCLT/AHM/2017

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 - 232 read with other relevant provisions of the Companies Act, 2013;

And

In the matter of Adani Power Limited;

And

In the matter of Scheme of Arrangement between Adani Power Limited and The Adani Power (Mundra) Limited and their respective shareholders and creditors;

Adani Power Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India.

..... **Applicant Company**

SECURED CREDITORS

FORM OF PROXY

I/We, _____, the undersigned secured creditor/s of Adani Power Limited, being the Applicant Company abovenamed, do hereby appoint Mr./Ms._____ of _____ and failing him/her _____ of _____ as my/our proxy, to act for me/us at the meeting of the Secured creditors of the Applicant Company to be held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 11.00 a.m. (1100 hours) for the purpose of considering and, if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors (the "Scheme") and at such meeting, and at any adjournment or adjournments thereof, to vote, for me/us and in my/our name(s) _____ (here, if 'for', insert 'FOR', if 'against', insert 'AGAINST', and in the latter case, strike out the words below after 'the Scheme') the said arrangement embodied in the Scheme, either with or without modification(s)*, as my/our proxy may approve. (*Strike out whatever is not applicable)

Dated this ____ day of _____ 2017.

Signature _____

Affix Rs. 1 Revenue Stamp

Name: _____

Address: _____

Signature of Secured Creditor: _____

Signature of Proxy: _____

Notes:

1. The proxy must be deposited at the registered office of Adani Power Limited at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India, at least 48 (forty-eight) hours before the scheduled time of the commencement of the said meeting.
2. All alterations made in the form of proxy should be initialed.
3. Please affix appropriate revenue stamp before putting signature.
4. In case of multiple proxies, the proxy later in time shall be accepted.
5. Proxy need not be a secured creditor of Adani Power Limited.
6. No person shall be appointed as a proxy who is a minor.
7. The proxy of a secured creditor, blind or incapable of writing, would be accepted if such secured creditor has attached his signature or mark thereto in the presence of a witness who shall add to his signature his description and address: provided that all insertions in the proxy are in the handwriting of the witness and such witness shall have certified at the foot of the proxy that all such insertions have been made by him at the request and in the presence of the secured creditor before he attached his signature or mark.
8. The proxy of a secured creditor who does not know English would be accepted if it is executed in the manner prescribed in point no. 7 above and the witness certifies that it was explained to the secured creditor in the language known to him, and gives the secured creditor's name in English below the signature.

ADANI POWER LIMITED

Registered office:
"Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India
Phone No. +91 79 2555 5696
CIN: L40100GJ1996PLC030533
Website: www.adanipower.com

SECURED CREDITORS

ATTENDANCE SLIP

PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND OVER AT THE ENTRANCE OF THE MEETING HALL

MEETING OF
THE SECURED CREDITORS
ON WEDNESDAY THE 20TH DAY OF SEPTEMBER 2017 AT 11.00 A.M.

I/We hereby record my/our presence at the meeting of the secured creditors of Adani Power Limited, convened pursuant to the final order dated 7th day of August 2017 of the NCLT at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 11.00 a.m. (1100 hours).

Name and address of Secured Creditor
(IN BLOCK LETTERS) : _____

_____

_____

Signature : _____

Name of the Proxy* : _____
(IN BLOCK LETTERS)

Signature : _____

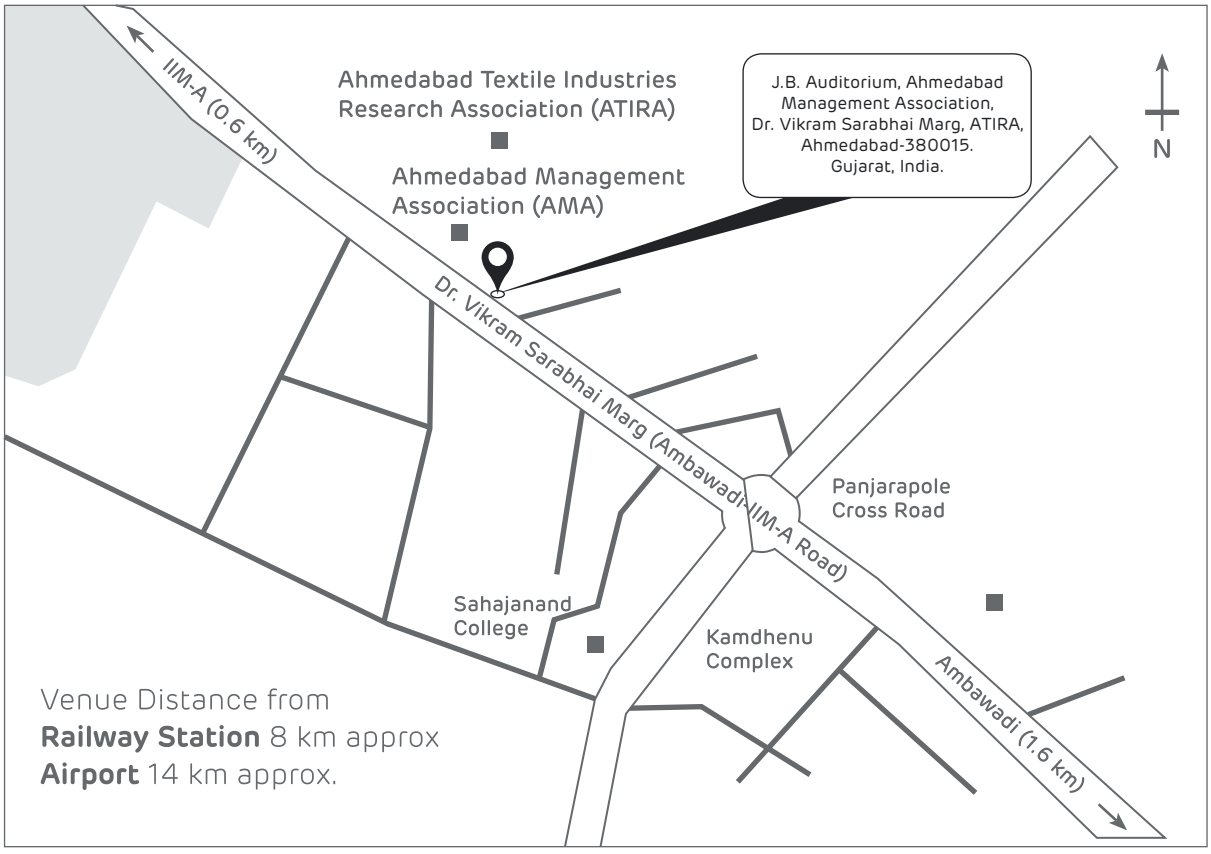
*(To be filled in by the Proxy in case he/she attends instead of the secured creditor)

Notes:

1. Secured creditors attending the meeting in person or by proxy or through authorised representative are requested to complete and bring the Attendance slip with them and hand it over at the entrance of the meeting hall.
2. Secured creditors who come to attend the meeting are requested to bring their copy of the Scheme with them.

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Route Map for the venue of the meeting



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NOTICE – UNSECURED CREDITORS (INCLUDING DEBENTUREHOLDERS)

ADANI POWER LIMITED

Registered Office	"Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India
Tel No	+91 79 2555 5696
CIN	L40100GJ1996PLC030533
Website	www.adanipower.com
E-mail	deepak.pandya@adani.com

MEETING OF THE UNSECURED CREDITORS (INCLUDING DEBENTUREHOLDERS)

OF

ADANI POWER LIMITED

(convened pursuant to final order dated 7th day of August 2017 passed by the National Company Law Tribunal, Bench at Ahmedabad)

MEETING

Day	Wednesday
Date	20th day of September 2017
Time	12.00 noon (1200 hours)
Venue	J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad-380 015, Gujarat, India

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

BENCH, AT AHMEDABAD

CA (CAA) NO. 84/NCLT/AHM/2017

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 - 232 read with other relevant provisions of the Companies Act, 2013;

And

In the matter of Adani Power Limited;

And

In the matter of Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors;

Adani Power Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India. ..... Applicant Company

NOTICE CONVENING THE MEETING OF THE UNSECURED CREDITORS (INCLUDING DEBENTUREHOLDERS) OF THE APPLICANT COMPANY

To,

The unsecured creditors (including debentureholders) of Adani Power Limited (the "Applicant Company"):

TAKE NOTICE that by a final order made on the 7th day of August 2017 in the abovementioned Company Application (the **"Order"**), the Hon'ble National Company Law Tribunal, Bench at Ahmedabad **("NCLT")** has directed that a meeting of the unsecured creditors (including debentureholders) of the Applicant Company, be convened and held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 12.00 noon (1200 hours) for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors **("Scheme")**.

TAKE FURTHER NOTICE that in pursuance of the said Order and as directed therein, a meeting of the unsecured creditors (including debentureholders) of the Applicant Company, will be held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 12.00 noon (1200 hours), at which place, day, date and time you are requested to attend. At the meeting, the following resolution will be considered and if thought fit, be passed, with or without modification(s):

*"**RESOLVED THAT** pursuant to the provisions of Sections 230 - 232 and other applicable provisions of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof) as may be applicable, the Securities and Exchange Board of India Circular No. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017, the observation letters issued by each of the BSE Limited and the National Stock Exchange of India Limited, both dated 14th day of July 2017 and subject to the provisions of the Memorandum and Articles of Association of the Company and subject to the approval of Hon'ble National Company Law Tribunal, Bench at Ahmedabad (**"NCLT"**) and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by NCLT or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be*

*agreed to by the Board of Directors of the Company (hereinafter referred to as the "**Board**", which term shall be deemed to mean and include one or more Committee(s) constituted/to be constituted by the Board or any person(s) which the Board may nominate to exercise its powers including the powers conferred by this resolution), the arrangement embodied in the Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors ("**Scheme**") placed before this meeting and initialled by the Chairman of the meeting for the purpose of identification, be and is hereby approved.*

***RESOLVED FURTHER THAT** the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the NCLT while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any questions or doubts or difficulties that may arise including passing of such accounting entries and /or making such adjustments in the books of accounts as considered necessary in giving effect to the Scheme, as the Board may deem fit and proper."*

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the registered office of the Applicant Company at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India, not later than 48 (forty eight) hours before the time fixed for the aforesaid meeting. The form of proxy can be obtained free of charge from the registered office of the Applicant Company.

Copies of the Scheme and of the Explanatory Statement, under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, along with the enclosures as indicated in the Index, can be obtained free of charge at the registered office of the Applicant Company at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India, or at the office of its advocates, M/s. Singhi & Co., Singhi House, 1, Magnet Corporate Park, Near Sola Bridge, S. G. Highway, Ahmedabad – 380 059, Gujarat, India.

NCLT has appointed Mr. Justice K. A. Puj, former Judge of High Court of Gujarat, and in his absence, Mr. Justice Kamal Mehta, former Judge of High Court of Gujarat to be the Chairman of the said meeting including for any adjournment or adjournments thereof.

The Scheme, if approved in the aforesaid meeting, will be subject to the subsequent approval of NCLT.

A copy of the Explanatory Statement, under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme and the other enclosures as indicated in the Index are enclosed.

Sd/-
Mr. Justice K. A. Puj
(former Judge of High Court of Gujarat)
Chairman appointed for the meeting

Dated this 12th day of August 2017

Registered office: "Shikhar", Near Adani House,
Mithakhali Six Roads,
Navrangpura,
Ahmedabad- 380 009,
Gujarat, India.

Notes:

1. All alterations made in the Form of Proxy should be initialled.
2. Only unsecured creditors (including debentureholders) of the Applicant Company may attend and vote either in person or by proxy (a proxy need not be an unsecured creditor (including debentureholder) of the Applicant Company) or in the case of a body corporate, by a representative authorised under Section 113 of the Companies Act, 2013 at the meeting of the unsecured creditors (including debentureholders) of the Applicant Company. The authorised representative of a body corporate which is an unsecured creditor (including debentureholder) of the Applicant Company may attend and vote at the meeting of the unsecured creditors (including debentureholders) of the Applicant Company provided a certified true copy of the resolution of the board of directors or other governing body of the body corporate authorising such representative to attend and vote at the meeting of the unsecured creditors (including debentureholders) of the Applicant Company is deposited at the registered office of the Applicant Company not later than 48 (forty eight) hours before the scheduled time of the commencement of the meeting of the unsecured creditors (including debentureholders) of the Applicant Company. The Form of Proxy can be obtained free of charge at the registered office of the Applicant Company.
3. The quorum of the meeting of the unsecured creditors (including debentureholders) of the Applicant Company shall be 5 (five) unsecured creditors (including debentureholders) of the Applicant Company, present in person.
4. Unsecured creditor (including debentureholder) or his proxy, attending the meeting, is requested to bring the Attendance Slip duly completed and signed.
5. The documents referred to in the accompanying Explanatory Statement shall be open for inspection by the unsecured creditors (including debentureholders) at the registered office of the Applicant Company between 10.00 a.m. and 12.00 noon on all days (except Saturdays, Sundays and public holidays) upto the date of the meeting.
6. Mr. Ravi Kapoor, Practicing Company Secretary (Membership No. FCS 2587/CP 2407) has been appointed as the scrutinizer to conduct the voting process through ballot/polling at the venue of the meeting in a fair and transparent manner.
7. The scrutinizer will submit his report to the Chairman of the meeting after completion of the scrutiny of the votes cast by the unsecured creditors (including debentureholders) of the Applicant Company through ballot/polling paper at the venue of the meeting. The scrutinizer's decision on the validity of the vote shall be final. The results of votes cast through ballot/polling paper at the venue of the meeting will be announced on or before 22nd day of September 2017 at the registered office of the Applicant Company. The results, together with the scrutinizer's Reports, will be displayed at the registered office of the Applicant Company and on the website of the Applicant Company www.adanipower.com besides being communicated to BSE Limited and National Stock Exchange of India Limited.
8. Unsecured creditors (including debentureholders) as per the books of accounts as on 31st day of July 2017 will be entitled to exercise their right to vote on the above meeting.
9. NCLT by its said Order has directed that a meeting of the unsecured creditors (including debentureholders) of the Applicant Company shall be convened and held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat India, on Wednesday, the 20th day of September 2017 at 12.00 noon (1200 hours) for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme. Unsecured creditors (including debentureholders) would be entitled to vote in the said meeting either in person or through proxy.
10. The Applicant Company has provided the facility of ballot/polling paper at the venue of the meeting.
11. In accordance with the provisions of Sections 230 – 232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority in number representing three fourth in value of the unsecured creditors (including debentureholders) of the Applicant Company, voting in person or by proxy, agree to the Scheme.
12. The Notice, together with the documents accompanying the same, is being sent to the unsecured creditors (including debentureholders) either by registered post or speed post/airmail or by courier service. The Notice will be displayed on the website of the Applicant Company www.adanipower.com.
13. The notice convening the meeting, the date of dispatch of the notice and the Explanatory Statement, amongst others, will be published through advertisement in the following newspapers, namely, (i) Indian Express (All Editions) in the English language; and (ii) translation thereof in Sandesh (Ahmedabad Edition) in the Gujarati language.

Encl.: As above

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

BENCH, AT AHMEDABAD

CA (CAA) NO. 84/NCLT/AHM/2017

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 - 232 read with other relevant provisions of the Companies Act, 2013;

And

In the matter of Adani Power Limited;

And

In the matter of Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors;

Adani Power Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India. ..... Applicant Company

EXPLANATORY STATEMENT UNDER SECTIONS 230(3), 232(1) AND (2) AND 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. Pursuant to the final Order dated 7th day of August 2017, passed by the Hon'ble National Company Law Tribunal, Bench at Ahmedabad (the **"NCLT"**), in CA (CAA) NO. 84/NCLT/AHM/2017 **("Order")**, a meeting of the unsecured creditors (including debentureholders) of Adani Power Limited (hereinafter referred to as the **"Applicant Company"** or the **"Transferor Company"** as the context may admit) is being convened at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad-380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 12.00 a.m. (1200 hours), for the purpose of considering, and if thought fit, approving, with or without modification(s), the Scheme of Arrangement between the Transferor Company and Adani Power (Mundra) Limited (hereinafter referred to as the **"Transferee Company")** and their respective shareholders and creditors under Sections 230 - 232 and other applicable provisions of the Companies Act, 2013 (the **"Scheme"**). Transferor Company and the Transferee Company are together referred to as the **"Companies"**. A copy of the Scheme, which has been, inter alios, approved by the Audit Committee and the Board of Directors of the Applicant Company at their meetings, both held on 6th day of June 2017, is enclosed as **Annexure 1**. Capitalised terms used herein but not defined shall have the meaning assigned to them in the Scheme, unless otherwise stated.
2. In terms of the said Order, the quorum for the said meeting shall be 5 (five) unsecured creditors (including debentureholders) present in person. Further in terms of the said Order, NCLT, has appointed Mr. Justice K. A. Puj, former Judge of High Court of Gujarat, and in his absence, Mr. Justice Kamal Mehta, former Judge of High Court of Gujarat as the Chairman of the meeting of the Applicant Company including for any adjournment or adjournments thereof.
3. This statement is being furnished as required under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 (the **"Act"**) read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (the **"Rules"**).
4. As stated earlier, NCLT by its said Order has, inter alia, directed that a meeting of the unsecured creditors (including debentureholders) of the Applicant Company shall be convened and held at J.B. Auditorium,

Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 12.00 noon (1200 hours) for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme. Unsecured creditors (including debentureholders) would be entitled to vote in the said meeting either in person or through proxy.

5. In accordance with the provisions of Sections 230 – 232 of the Act, the Scheme shall be acted upon only if a majority in number representing three fourths in value of the unsecured creditors (including debentureholders), or class of unsecured creditors (including debentureholders), of the Applicant Company, as the case may be, voting in person or by proxy agree to the Scheme.

6. In terms of the Order dated 7th day of August 2017, passed by the NCLT, in CA(CAA) No. 84/ NCLT/AHM/2017, if the entries in the records/registers of the Applicant Company in relation to the number or value, as the case may be, of the unsecured creditors (including debentureholders) are disputed, the Chairman of the meeting shall determine the number or value, as the case may be, for the purposes of the said meeting, subject to the order of NCLT in the petition seeking sanction of the Scheme.

Particulars of the Transferor Company

7. The Transferor Company is a company incorporated on 22nd day of August 1996 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956 (the **"Act of 1956"**) in the name of Adani Power Limited. Its name was changed to (a) Adani Power Private Limited on 3rd day of June 2002; and (b) Adani Power Limited on 12th day of April 2007. The Transferor Company is a listed public limited company. The equity shares of the Transferor Company are listed on the National Stock Exchange of India Limited ('NSE') and BSE Limited ('BSE'). The unsecured Redeemable Non-Convertible Debentures ("NCDs") of the Transferor Company, which had been issued and allotted from time to time, are privately placed. Some of the aforesaid NCDs are listed on the Wholesale Debt Market segment of BSE. There has been no change in the name of the Transferor Company in the last five (5) years. The Corporate Identification Number of the Transferor Company is L40100GJ1996PLC030533. The Permanent Account Number of the Transferor Company is AABCA2957L.

8. The registered office of the Transferor Company is situated at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. There has been no change in the registered office address of the Transferor Company in last five (5) years. The e-mail address of the Transferor Company is deepak.pandya@adani.com

9. The objects for which the Transferor Company has been established are set out in its Memorandum of Association. The main object of the Transferor Company is, as follows:

"III. A.

1. To carry on the business of generation, accumulation, distribution and supply of and to generally deal in electricity.

2. The explore, develop, generate, accumulate, supply and distribute or to deal in other forms of energy from an source whatsoever.

3. To establish, operate and maintain generating stations, accumulation, tie lines, substations, workshops, transmission lines and to lay down cables, wires.

4. To manufacture, deal in, let on hire, install, repair and maintain plant, machinery, equipment, appliances, components and apparatus of any nature whatsoever used in connection with generation storage, supply, distributors, application of electrical energy.

5. To establish and develop Special Economic Zones and to carry on the business of properties developers, builders, creators, operators, owners, contractors of all and any kind of Infrastructure facilities and services including roads, railways, , cargo movement and cargo handling including mechanized handling system and equipment, land development, water desalination plant, water treatment & recycling facilities, water supply & distribution system, solid waste management, effluent treatment facilities, power generation, transmission, distribution, power trading, generation and supply of gas or any other form of energy, environmental protection and pollution control, public utilities, security services, municipal services, and of like infrastructure facilities and services viz., telecommunication, cell services, cable and satellite communication networking, data transmission network, information technology network, factory buildings, warehouses, internal container depots, container freight station, clearing houses, research centre, trading

centers, school and educational institutions, hospitals, community centre, training centres, hostels, places of worship, courts, markets, canteen, restaurants, residential complexes, commercial complexes and other social infrastructures and equip the same with all or any amenities, other facilities and infrastructure required by the various industries and people, entertainment centers, amusement park, green park, recreational zone, to purchase, acquire, take on lease or in exchange or in any other lawful manner land, building, structures to promote industrial, commercial activity for inland and foreign trade, and to do government liaison work and other work."

There has been no change in the object clause of the Transferor Company in the last five (5) years.

10. The Transferor Company is a part of Adani Group with various business interests. The brief description of the major activities being carried out by the Transferor Company along with its subsidiaries are as under:

(a) The Transferor Company is engaged in the business of generating power and for the said purpose has set-up and commissioned 4,620 MW thermal power plant (comprising of 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, 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 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. For specified end use of the 6 units out of the aforesaid 9 units, the Government of India has allocated Jitpur coal block located in the State of Jharkhand to the Transferor Company. The aforesaid business activities are hereinafter referred to as "Mundra Power Generation Business";

(b) The Transferor Company is also engaged in generation of solar power pursuant to commissioning of 40 MW Solar Power Project at Village Bitta-Naliya, District Kutch, Gujarat;

(c) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Maharashtra Limited, which has set-up and commissioned 3,300 MW thermal power plant at Tiroda, Maharashtra;

(d) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Rajasthan Limited, which has set-up and commissioned 1,320 MW thermal power plant at Kawai, Rajasthan;

(e) The Transferor Company holds 100% of the paid-up equity share capital of Udupi Power Corporation Limited, which has set-up and commissioned 1,200 MW thermal power plant at Yellur, District Udupi, Karnataka;

(f) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power (Jharkhand) Limited, which is setting up 1,600 MW thermal power plant at District Podaiyahaat - Godda, Jharkhand.

11. The Authorised, Issued, Subscribed and Paid up Share Capital of the Transferor Company as on 31st day of July 2017 was as follows:

Share Capital	**Amount (in Rs.)**
Authorized Share Capital	
4,50,00,00,000 Equity Shares of Rs. 10/- each	45,00,00,00,000
50,00,00,000 Cumulative Compulsorily Convertible Participatory Preference Shares of Rs. 10/- each	5,00,00,00,000
TOTAL	**50,00,00,00,000**
Issued, Subscribed and Paid-Up Share Capital	
3,85,69,38,941 fully paid up equity shares of Rs. 10/- each	38,56,93,89,410
TOTAL	**38,56,93,89,410**

12. Subsequent to 31st day of July 2017, there has been no change in the share capital of the Transferor Company.

Particulars of the Transferee Company

13. The Transferee Company is a company incorporated on 16th day of February, 2015 with the Registrar of Companies, Gujarat, under the provisions of the Act in the name of Adani Power (Karnataka) Limited. The name of Adani Power (Karnataka) Limited was changed to Adani Power (Mundra) Limited with effect from 27th day of April 2017. The Transferee Company is an unlisted public limited company. The Transferor Company along with its wholly owned subsidiary, Adani Power (Jharkhand) Limited, holds 100% of the paid-up equity share capital of the Transferee Company (the Transferor Company and Adani Power (Jharkhand) Limited hold 99% and 1%, respectively, in the paid-up equity share capital of the Transferee Company). Except as stated hereinabove, there has been no change in the name of the Transferee Company in the last five (5) years. The Corporate Identification Number of the Transferee Company is U40300GJ2015PLC082295. The Permanent Account Number of the Transferee Company is AANCA2426J.

14. The registered office of the Transferee Company is situated at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. There has been no change in the registered office address of the Transferee Company in the last five (5) years. The e-mail address of the Transferee Company is dharmesha.desai@adani.com.

15. The objects for which the Transferee Company has been established are set out in its Memorandum of Association. The main objects of the Transferee Company are as follows:

"III. (A)

1. To carry on the business of generation, accumulation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. To explore, develop, generate, accumulate, supply and distribute or to deal in other forms of energy from any source whatsoever. To establish, operate and maintain generating stations, accumulation, tie lines, substations, workshops, transmission lines and to lay down cables, wires. To manufacture, deal in, let on hire, install, repair and maintain plant, machinery, equipment, appliances, components and apparatus of any nature whatsoever used in connection with generation storage, supply, distribute, application of electrical energy."

There has been no change in the object clause of the Transferee Company since its incorporation dated 16th day of February 2015.

16. The Transferee Company has been incorporated with an object to, inter alia, carry on the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. Presently, no business is being carried out by the Transferee Company.

17. The Authorised, Issued, Subscribed and Paid up Share Capital of the Transferee Company as on 31st day of July 2017 was as follows:

Share Capital	**Amount (in Rs.)**
Authorized Share Capital	
50,000 Equity Shares of Rs. 10/- each	5,00,000
TOTAL	**5,00,000**
Issued, Subscribed and Paid-Up Share Capital	
50,000 fully paid up equity shares of Rs. 10/- each	5,00,000
TOTAL	**5,00,000**

18. Subsequent to 31st day of July 2017, there has been no change in the share capital of the Transferee Company.

Description and Rationale for the Scheme

19. The Scheme, inter alia, provides for :

(i) transfer and vesting of the Mundra Power Generation Undertaking (as defined in the Scheme) of the Transferor Company to the Transferee Company with effect from the Appointed Date (as

defined in the Scheme), as a going concern on a Slump Exchange (as defined in the Scheme) basis;

(ii) reduction of the Securities Premium Account of the Transferor Company;

(iii) increase in the authorised share capital of the Transferee Company; and

(iv) for matters consequential, incidental, supplemental and/or otherwise integrally connected therewith.

20. The rationale and purpose of the Scheme is as under:

(a) The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to the distinct activities.

(b) The transfer and vesting of the Mundra Power Generating Business into the Transferee Company will create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

(c) Separation of the Mundra Power Generating Business into the Transferee Company will put at par with the other operating subsidiaries of the Transferor Company, with specific strategic focus as well as specific financial arrangements.

(d) Transfer and vesting of the Mundra Power Generating Business to the Transferee Company will allow induction of capital/strategic investor into the Mundra Power Generating Business.

Corporate Approvals

21. The proposed Scheme, was placed before the Audit Committee of the Transferor Company at its meeting held on 6th day of June 2017. The Audit Committee of the Transferor Company took into account the Valuation Report dated 6th day of June 2017, issued by B S R & Associates LLP, Chartered Accountants (the **"Valuation Report"**) and the fairness opinion, dated 6th day of June 2017, provided by JM Financial Institutional Securities Limited, a Category I Merchant Banker, **("Fairness Opinion")** appointed for this purpose by the Transferor Company. A copy of the Valuation Report is enclosed as **Annexure 2.** The Valuation Report is also open for inspection. A copy of the Fairness Opinion is enclosed as **Annexure 3.** The Audit Committee of the Transferor Company based on the aforesaid, inter alia, recommended the Scheme to the Board of Directors of the Transferor Company for its favourable consideration.

22. The Scheme along with the Valuation Report was placed before the Board of Directors of the Transferor Company, at its meeting held on 6th day of June 2017. The Fairness Opinion and the report of the Audit Committee was also submitted to the Board of Directors of the Transferor Company. Based on the aforesaid, the Board of Directors of the Transferor Company approved the Scheme. The meeting of the Board of Directors of the Transferor Company, held on 6th day of June 2017, was attended by 6 (Six) directors (namely, Mr. Gautam S. Adani, Mr. Rajesh S. Adani, Mr. Vneet S Jaain, Mr. C. P. Jain, Mr. Raminder Singh Gujral and Ms. Nandita Vohra) in person. None of the directors of the Transferor Company who attended the meeting, voted against the Scheme. Thus, the Scheme was approved unanimously by the directors, who attended and voted at the meeting.

23. Separately, the proposed Scheme, was placed before the Audit Committee of the Transferee Company at its meeting held on 6th day of June 2017. The Audit Committee of the Transferee Company took into account the Valuation Report. The Audit Committee of the Transferee Company based on the aforesaid, inter alia, recommended the Scheme to the Board of Directors of the Transferee Company for its favourable consideration.

24. The Scheme along with the Valuation Report was placed before the Board of Directors of the Transferee Company, at its meeting held on 6th day of June 2017. Based on the aforesaid, the Board of Directors of the Transferee Company approved the Scheme. The meeting of the Board of Directors of the Transferee

Company, held on 6th day of June 2017, was attended by 5 (Five) directors (namely, Mr. Jatinder Bhatnagar, Mr. Rajiv Kumar Rustagi, Mr. M. R. Krishna Rao, Mr. K. K. Mishra and Ms. Sushama Oza) in person. None of the directors of the Transferee Company who attended the meeting voted against the Scheme. Thus, the Scheme was approved unanimously by the directors, who attended and voted at the meeting.

Approvals and actions taken in relation to the Scheme

25. BSE was appointed as the designated stock exchange by the Transferor Company for the purpose of co-ordinating with the SEBI, pursuant to the SEBI Circular. The Transferor Company has received observation letters regarding the Scheme from BSE and NSE, respectively, both on 14th day of July 2017. In terms of the observation letters of BSE and NSE, respectively, both dated 14th day of July 2017, BSE and NSE, inter alia, conveyed their no adverse observations/no objection for filing the Scheme with NCLT. Copies of the observation letters, both dated 14th day of July 2017, received from BSE and NSE, respectively, are enclosed as **Annexures 4** and **5.**

26. As required by the SEBI Circular, the Transferor Company had filed the complaints report with BSE and NSE, on 10th day of July 2017 and 11th day of July 2017, respectively. These reports indicates that the Transferor Company received nil complaints. Copies of the complaints report submitted by the Transferor Company to BSE and NSE, dated 10th day of July 2017 and 11th day of July 2017, respectively, are enclosed as **Annexure 6.**

27. In respect of the aforesaid Scheme, the Transferor Company has received no objection/approvals/ consents from BSE and NSE pursuant to letter dated 14th day of July 2017 addressed by SEBI. The Companies or any of them would obtain such necessary approvals/sanctions/no objection(s) from the regulatory or other governmental authorities in respect of the Scheme in accordance with law, if so required.

28. The applications along with the annexures thereto (which includes the Scheme) were filed by the Companies with the NCLT, on 18th day of July 2017.

29. Certain clauses of the Scheme are extracted below:

2. DEFINITIONS

"Appointed Date" *means 31st March 2017;*

"Effective Date" *means the last of the dates on which all conditions, matters and filings referred to in Clause 24 hereof have been fulfilled and necessary orders, approvals and consents referred to therein have been obtained. References in this Scheme to the date of* ***"coming into effect of this Scheme"*** *or "****effectiveness of this Scheme"*** *shall mean the Effective Date;*

"Encumbrance" *or "****Encumber"*** *shall mean any: (i) encumbrance including without limitation any security interest, claim, mortgage, pledge, charge, hypothecation, lien, lease, assignment, deed of trust, title retention, deposit by way of security, beneficial ownership (including usufruct and similar entitlements), or any other similar interest held by the third person; (ii) security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law; (iii) right of pre-emption, right of first offer, or refusal or transfer restriction in favour of any person; and/or (iv) any adverse claim as to title, possession or use;*

"LODR" *means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;*

"Mundra Power Generating Employees" *shall mean all the employees of the Transferor Company employed in the Mundra Power Generating Undertaking;*

"Mundra Power Generating Liabilities" *shall have the meaning set forth in Clause 7.1;*

"Mundra Power Generating Undertaking" *means all the businesses, undertakings, activities, operations, properties, liabilities and reserves and surplus pertaining to the Mundra Power Generating Business, on a going concern basis, and shall mean and include, without limitation:*

(a) 4,620 MW thermal power plant set-up and commissioned on an area of 293.8810 hectares in the multi product Special Economic Zone at Village Tunda and Siracha, Taluka Mundra, District Kutch, Gujarat;

(b) *letter of approvals granting the status as Co-Developer to the 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 Transferor Company;*

(c) *Jitpur coal block located in the State of Jharkhand, allocated by the Government of India.*

(d) *all immovable properties 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., which immovable properties are currently in use for the purpose of and in relation to the Mundra Power Generating Business 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) *all assets, as are movable in nature pertaining to and in relation to the Mundra Power Generating Business and Jitpur Coal block, 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, 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 Government, 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) *all 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, statutory or regulatory or local or administrative bodies for the purpose of carrying on the Mundra Power Generating Business or in connection therewith), tax deferrals, tax credits (including any credits arising from advance tax, other income tax credits, withholding tax credits, minimum alternate tax credits, CENVAT credits, goods and services tax credits, 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), advantages, benefits and all other rights, privileges, powers and facilities of every kind and description of whatsoever nature and the benefits thereto that pertain to the Mundra Power Generating Business;*

(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, 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 pertaining to the Mundra Power Generating Business;*

(h) *all trade marks, trade names, service marks, copyrights, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade*

secrets, research and studies, technical know how, confidential information and all such rights of whatsoever description and nature that pertain exclusively to the Mundra Power Generating Business;

(i) all rights to use and avail telephones, telexes, facsimile, email, 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 the Transferor Company pertaining to or in connection with or relating to the Transferor Company in respect of the Mundra Power Generating Business 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 the Transferor Company and pertaining to the Mundra Power Generating Business;

(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 that pertain to the Mundra Power Generating Business;

(k) all debts, liabilities including contingent liabilities, duties, taxes and obligations of the Transferor Company pertaining to the Mundra Power Generating Business and/or arising out of and/or relatable to the Mundra Power Generating Business;

(l) all employees of the Transferor Company employed/engaged in the Mundra Power Generating Business as on the Effective Date; and

(m) all legal or other proceedings of whatsoever nature that pertain to the Mundra Power Generating Business.

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the Mundra Power Generating Business or whether it arises out of the activities or operations of the Mundra Power Generating Business, the same shall be decided by mutual agreement between Board of Directors of the Transferor Company and the Transferee Company.

"Remaining Business" shall mean all the undertakings, businesses, activities, operations, assets and liabilities of the Transferor Company, other than those comprised in the Mundra Power Generating Undertaking;

"SEBI Circular" means, together, the circular no. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 and the circular no. CFD/DIL3/CIR/2017/26 dated 23rd day of March 2017, each issued by SEBI, including any modifications thereto;

"Slump Exchange" means the transfer and vesting of the Mundra Power Generating Undertaking of the Transferor Company to the Transferee Company on a going concern basis for a lump sum consideration, to be exchanged by way of issuance of equity shares of the Transferee Company, without values being assigned to the individual assets and liabilities.

SECTION 1 - TRANSFER AND VESTING OF THE MUNDRA POWER GENERATING UNDERTAKING

5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Mundra Power Generating Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Mundra Power Generating Undertaking) shall, subject to the provisions of this Clause 5 in relation to the mode of transfer and vesting and pursuant to Section 232(4) of the Act and without any further act or deed, be transferred to and vested in the Transferee Company or be deemed to have been transferred to and vested in the Transferee Company as a going concern, on Slump Exchange basis, so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest and authorities of the Transferee Company, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.7 Any assets acquired by the Transferor Company after the Appointed Date but prior to the Effective Date pertaining to the Mundra Power Generating Undertaking shall upon the coming into effect of this Scheme also without any

further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in the Transferee Company upon the coming into effect of this Scheme.

6. Transfer of contracts, deeds, etc.

6.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme including Clause 7, all contracts, deeds, bonds, undertakings including bond cum legal undertaking, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Mundra Power Generating Undertaking, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which is subsisting or have effect immediately before the Effective Date, shall continue in full force and effect against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

6.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all approvals, consents, benefits, registrations, entitlements, credits, permissions, licenses, certificates, no objection certificates, exemptions, concessions, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company in relation to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications to any Governmental Authority as may be necessary in this behalf.

7. Transfer of Liabilities

7.1 Upon the coming into effect of this Scheme, all debts, liabilities, loans raised and used, obligations incurred, duties of any kind, nature or description (including contingent liabilities which arise out of the activities or operations of the Mundra Power Generating Undertaking) of the Transferor Company as on the Appointed Date and relatable to the Mundra Power Generating Undertaking ("Mundra Power Generating Liabilities") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Transferee Company to the extent that they are outstanding as on the Effective Date and shall become the debts, liabilities, loans, obligations and duties of the Transferee Company which shall meet, discharge and satisfy the same.

7.3 Upon the coming into effect of this Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by the Transferor Company for the operations of the Mundra Power Generating Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the loans, debts, liabilities, duties and obligations of the Transferee Company.

7.4 In so far as the existing Encumbrances in respect of the Mundra Power Generating Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Mundra Power Generating Undertaking which has been Encumbered in respect of the Mundra Power Generating Liabilities as transferred to the Transferee Company pursuant to this Scheme. Provided that if any of the assets comprised in the Mundra Power Generating Undertaking which are being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the Mundra Power Generating Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

7.5 For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business is concerned, subject to Clause 7.4, the Encumbrances over such assets relating to the Mundra Power Generating Liabilities shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Mundra Power Generating Undertaking is concerned, the Encumbrances over such assets relating to any loans, borrowings or other debts or debt securities which are not transferred pursuant to this Scheme (and which shall continue with the Transferor Company), shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

8. Legal, taxation and other proceedings

8.1 Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Transferor Company and relating to the Mundra Power Generating Undertaking, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the Transferee Company after the Effective Date. The Transferor Company shall in no event be responsible or liable in relation to any such legal or other proceedings against the Transferee Company. The Transferee Company shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Transferor Company.

9. Employees

9.1 Upon the coming into effect of this Scheme, the Mundra Power Generating Employees in relation to the Mundra Power Generating Undertaking (the "Transferred Employees") shall become the employees of the Transferee Company with effect from the Effective Date, and, subject to the provisions hereof, on terms and conditions not less favorable than those on which they are employed by the Transferor Company in the Mundra Power Generating Undertaking and without any interruption of, or break in, service as a result of the transfer of the Mundra Power Generating Undertaking. The Transferee Company agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of the Transferred Employees with the Transferor Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

SECTION 3 - REMAINING BUSINESS

12. The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or lenders.

SECTION 4 - CONSIDERATION BY THE TRANSFEREE COMPANY

16.1 Upon the coming into effect of this Scheme and upon transfer and vesting of the Mundra Power Generating Undertaking in the Transferee Company as a going concern on a Slump Exchange basis, in accordance with the terms of the Scheme and pursuant to the provisions of Section 230-232 and other relevant provisions of the Act and in exchange for which, the Transferee Company shall issue 10,60,00,000 (Ten Crores Sixty Lakhs) fully paid up equity shares of the face value of Rs. 10/- (Rupees Ten only) each to the Transferor Company.

SECTION 5 - REDUCTION OF SECURITIES PREMIUM ACCOUNT OF THE TRANSFEROR COMPANY

17.1 Upon the effectiveness of this Scheme, the Securities Premium Account (forming part of reserves and surplus) of the Transferor Company pertaining to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company and the Securities Premium Account in the books of the Transferor Company shall stand reduced by the amount so transferred without any further act or deed on the part of the Transferor Company. The reduction in the Securities Premium Account of the Transferor Company shall be effected as an integral part of the Scheme in accordance with the provisions of Section 52 read with Section 66 of the Act and any other applicable provisions of the Act without any further act or deed on the part of the Transferor Company and without any approval or acknowledgement of any third party. The order of the NCLT sanctioning the Scheme shall be deemed to also be the order passed by the NCLT under Section 52 read with Section 66 of the Act for the purpose of confirming such reduction.

SECTION 6 – ACCOUNTING TREATMENT

18. Accounting treatment in the books of the Transferor Company

Upon the coming into effect of this Scheme and with effect from the Appointed Date:

18.1 The Transferor Company shall de-recognize from its books, the book value of assets, liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking, transferred to the Transferee Company including the rights, interests and obligations of the Transferor Company in such assets, liabilities and reserves and surplus under the Scheme.

18.2 The difference between the consideration payable by the Transferee Company in terms of Clause 16 of the Scheme and the net assets transferred to the Transferee Company shall be adjusted in the Capital Reserve in the books of the Transferor Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power Generating Undertaking being transferred to the

Transferee Company and the aggregate of carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

19. Accounting treatment in the books of the Transferee Company

19.1 The Transferee Company shall account for the transfer and vesting of the Mundra Power Generating Undertaking in its books of account as per the "Pooling of Interest Method" prescribed under Indian Accounting Standard 103 – "Business Combinations" notified under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and other applicable accounting standards prescribed under the Act.

19.2 All the assets, liabilities and reserves and surplus of the Transferor Company pertaining to Mundra Power Generating Undertaking shall stand transferred to, and the same shall be recorded by, the Transferee Company at their respective carrying amount and in the same form as appearing in the books of the account of the Transferor Company.

19.3 The amount of inter-company balances, transactions or investments, if any, between the Transferor Company pertaining to the Mundra Power Generating Undertaking and the Transferee Company, appearing in the books of accounts of the Transferor Company and the Transferee Company, shall stand cancelled without any further act or deed.

19.4 The Transferee Company shall credit to the Share Capital account in its books of account, the aggregate face value of the equity shares issued and allotted to the Transferor Company as per Clause 16.1 of the Scheme.

19.5 In compliance with the Indian Accounting Standards (Ind AS), the difference between the consideration payable by the Transferee Company in terms of Clause 16.1 of the Scheme and net assets recorded in the books of the Transferee Company shall be adjusted in Capital Reserve in the books of the Transferee Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company and aggregate of the carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

20. Increase in authorised share capital of the Transferee Company

20.1 Upon the coming into effect of this Scheme, the Authorised Share Capital of the Transferee Company shall, without any further act or deed be automatically increased from Rs. 5,00,000/- (Rupees Five Lacs Only) to Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only). Consequently, clause V of the Memorandum of Association of the Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 232 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause:

"The Authorised Share Capital of the Company is Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only) divided into 350,00,00,000 (Three Hundred and Fifty Crores) Equity Shares of Rs. 10/- (Rupees Ten Only) each."

24. Scheme conditional on

The coming into effect of this Scheme is conditional upon and subject to:

(i) obtaining observation letter or no-objection letter from the Stock Exchanges by the Transferor Company in respect of the Scheme, pursuant to Regulation 37 of the LODR read with SEBI Circular and Regulations 11 and 94 of the LODR;

(ii) this Scheme being approved by the respective requisite majorities of the classes of members and creditors (where applicable) of the Companies as required under the Act;

(iii) the Scheme being approved by the majority of the public shareholders of the Transferor Company (by way of voting through postal ballot and e-voting) as required under the SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders, against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;

(iv) the NCLT having accorded its sanction to the Scheme;

(v) the certified copies of the orders of the NCLT approving this Scheme being filed with the jurisdictional registrar of companies;

(vi) such approvals and sanctions including sanction of any Governmental Authority as may be required by Law in respect of the Scheme being obtained; and

(vii) approval for transfer of letter of approvals granting the status as Co-Developer to the 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 transfer of approvals for the authorised operations to the transferee company from the appropriate authority.

You are requested to read the entire text of the Scheme to get fully acquainted with the provisions thereof. The aforesaid are only certain clauses of the Scheme.

Other matters

30. Summary of the Valuation Report including the basis of valuation is enclosed as **Annexure 7.**

31. The accounting treatment as proposed in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Act. The certificates issued by the respective Statutory Auditors of the Companies are open for inspection.

32. Under the Scheme, an arrangement is sought to be entered into between the Transferor Company and its equity shareholders (promoter shareholders and non-promoter shareholders). On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

    In respect of the Scheme, an arrangement is sought to be entered into between the Transferor Company and its creditors though no liabilities of the creditors of the Transferor Company is being reduced or being extinguished under the Scheme.

    As on date, the Transferor Company has no outstanding towards any public deposits and therefore, the effect of the Scheme on any such public deposit holders or deposit trustees do not arise.

    Under the Scheme, no arrangement is sought to be entered into between the Transferor Company and its debenture holders (unsecured). No rights of the debenture holders of the Transferor Company are being affected pursuant to the transfer of Mundra Power Generation Undertaking. The debenture trustees appointed for the different series of debentures shall continue to remain the debenture trustees.

    Under clause 9 of Part II of the Scheme, on and from the Effective Date, the Transferee Company undertakes to engage the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, on the same terms and conditions on which they are engaged by the Transferor Company without any interruption of service and in the same manner as provided under clause 9 of Part II of the Scheme. In the circumstances, the rights of the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, would in no way be affected by the Scheme. Further, the employees engaged in the Remaining Business of the Transferor Company shall continue to be the employees of the Transferor Company.

    There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferor Company.

    Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferor Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent of the equity shares held by them in the Transferor Company and/or to the extent of their shareholding as nominees in the Transferee Company and/or to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme. The individual shareholding of each of the said Directors, Key Managerial Personnel and their respective relatives, is less than 2% of the paid-up share capital of the Transferor Company.

33. Under the Scheme, an arrangement is sought to be entered into between the Transferee Company and its equity shareholders. On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

Under the Scheme there is no arrangement with the creditors of the Transferee Company. The liability of the creditors of the Transferee Company, under the Scheme, is neither being reduced nor being extinguished. The creditors of the Transferee Company would not be prejudicially affected by the Scheme.

As on date, the Transferee Company has no outstanding towards any public deposits or debentures and therefore, the effect of the Scheme on any such public deposit holders or debentureholders or deposit trustees or debenture trustees do not arise.

The rights of the employees of the Transferee Company are in no way affected by the Scheme. The employees engaged by the Transferee Company shall continue to be employed by the Transferee Company.

There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferee Company.

Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferee Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the directors, members of the company that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme.

34. In compliance with the provisions of Section 232(2)(c) of the Act, the Board of Directors of the Transferor Company and the Transferee Company have in their separate meetings held on 6th day of June 2017, respectively, have adopted a report, inter alia, explaining effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders amongst others. Copy of the Reports adopted by the respective Board of Directors of the Transferor Company and the Transferee Company are enclosed as **Annexure 8** and **Annexure 9**, respectively.

35. No investigation proceedings have been instituted or are pending in relation to the Companies under Sections 210 to 229 of Chapter XIV of the Act or under the corresponding provisions of the Act of 1956. Further, no proceedings are pending under the Act or under the corresponding provisions of the Act of 1956 against any of the Companies.

36. To the knowledge of the Companies, no winding up proceedings have been filed or are pending against them under the Act or the corresponding provisions of the Act of 1956.

37. The copy of the proposed Scheme has been filed by the respective Companies before the concerned Registrar of Companies both on 21st day of July 2017.

38. The Audited Financial Results/Statement of the Transferor Company and the Transferee Company for the period ended 31st day of March 2017 are enclosed as **Annexure 10** and **Annexure 11**, respectively.

39. The applicable information of the Transferee Company in the format specified for abridged prospectus as provided in Part D of Schedule VIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 is enclosed as **Annexure 12.**

40. As per the books of accounts (as on 31st day of July 2017) of the Transferor Company and the Transferee Company, respectively, the amount due to the unsecured creditors are Rs. 1,11,16,68,12,917 and Rs. 53,813 respectively.

41. The name and addresses of the promoters of the Transferor Company including their shareholding in the Companies as on 31st day of July 2017 are as under:

Sr. No.	Name and address of Promoters	Transferor Company		Transferee Company	
		No. of shares of Rs. 10 each	%	No. of shares of Rs. 10 each	%
1	Gautam S. Adani & Rajesh S. Adani (on behalf of S. B. Adani Family Trust) 9th Floor, Shikhar, Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380009	1,40,51,79,633	36.43	Nil	Nil
2	Shri Gautam S. Adani /Smt. Priti G. Adani (on behalf of Gautam S. Adani Family Trust) Shantivan Farm House, B/h. Karnavati Club, Gandhinagar Sarkhej Highway, Ahmedabad - 380057	1,64,32,820	0.43	Nil	Nil
3	Adani Properties Pvt. Ltd. Shikhar, Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009	Nil	Nil	Nil	Nil
4	Pan Asia Trade & Investments Pvt. Ltd Suite 501, St. James Court, St. Denis Street, Port Louis, Mauritius	7,77,37,201	2.02	Nil	Nil
5	Adani Tradeline LLP 801, Shikhar Complex, Srimali Soc., Navrangpura, Ahmedabad-380009	37,71,80,885	9.78	Nil	Nil
6	Worldwide Emerging Market Holding Limited 6th Floor, Tower I, Nexteracom Building, Ebene, Mauritius-1111111	19,28,46,900	5.00	Nil	Nil
7	Afro Asia Trade & Investments Limited 6th Floor, Tower I, Nexteracom Building, Ebene, Mauritius-111111	26,54,85,675	6.88	Nil	Nil
8	Universal Trade & Investments Limited 6th Floor, Tower I, Nexteracom Building, Ebene, Mauritius-111111	29,11,24,451	7.55	Nil	Nil
9	Emerging Market Investment DMCC Units No. 3606-C, Oaks Liwa Heights, Plot No. JLT-PH2-W3A, Jumeirah Lake Towers, Dubai, U.A.E.	13,50,000	0.04	Nil	Nil

42. The name and addresses of the promoters of the Transferee Company including their shareholding in the Companies as on 31st day of July 2017 are as under:

Sr. No.	Name and address of Promoters	Transferee Company	
		No. of shares of Rs. 10 each	%
1	Adani Power Limited and its nominees Shikhar, Near Adani House, Mithakhali Six Roads, Ahmedabad- 380009	49,500	99.00
2	Adani Power (Jharkhand) Limited Adani House, Nr Mithakali Six Roads, Navrangpura, Ahmedabad- 380009	500	1.00

43. The details of the directors of the Transferor Company as on 31st day of July 2017 are as follows:

Sr.No.	Name of the Directors	Address	DIN
1	Mr. Gautam S. Adani	Shantivan Farm, Behind Karnavati Club, Sarkhej- Gandhinagar Highway, Ahmedabad, Gujarat, India - 380057	00006273
2	Mr. Rajesh S. Adani	Shanti Sagar Bunglow, Rajpath Club to Bopal Road, Near Kantam Party Plot Cross Road, Bodakdev, Ahmedabad, Gujarat, India – 380059	00006322
3	Mr. Vneet S Jaain	A-702, Sundarvan Epitome, B/s Sundarvan Nature Park, opp. Star India Bazar, Satellite road Ahmedabad Gujarat, India 380015	00053906
4	Mr. C. P. Jain	396-C, Sheikh Sarai, Phase-I, New Delhi India 110017	00011964
5	Ms. Nandita Vohra	A-701, Floor-7, A-Wing, Lodha Bellissimo, N M Joshi Marg, Apollo Mill Compound, Mahalaxmi, Mumbai Maharashtra India 400011	06962408
6	Mr. Raminder Singh Gujral	109, Sector 10A, Chandigarh India. 160011	07175393

44. The details of the directors of the Transferee Company as on 31st day of July 2017 are as follows:

Sr.No.	Name of Director	Address	DIN
1	Mr. Jatinder Bhatnagar	B- 92, Shaligram-3 Near Prahlad nagar Market Satellite Ahmedabad 380015	06860240
2	Mr. M. R. Krishna Rao	Flat No 705 7th Floor Kanak Durga Apts Plot No 26 Sector 12 Dwarka Delhi 110075	06495315
3	Mr. Rajiv Kumar Rustagi	B-1, Satya Triveni Apptmnt, Ramdevnagar, Satellite, Ahmedabad 380015	07193069
4	Mr. K. K. Mishra	R/8, Rajvi Complex, Memnagar, Ahmedabad 380052	00114758
5	Ms. Sushama Oza	G-2, Chitrakut Apartment, 36 Suvarapuri Society Off. Jetal Pur Road Vadodara	07145540

45. The details of the shareholding of the Directors and the Key Managerial Personnel (KMP) of the Transferor Company as on 31st day of July 2017 are as follows:

Name of Director and KMP	Position	Equity Shares held in	
		Transferor Company	Transferee Company
Mr. Gautam S. Adani	Chairman & Director	Nil	Nil
Mr. Rajesh S. Adani	Managing Director	Nil	Nil
Mr. Vneet S Jaain	Whole Time Director	65,520	1*
Mr. C. P. Jain	Independent Director	Nil	Nil
Ms. Nandita Vohra	Independent Director	Nil	Nil
Mr. Raminder Singh Gujral	Independent Director	Nil	Nil
Mr. Vinod Bhandawat	Chief Financial Officer	Nil	1*
Mr. Deepak Pandya	Company Secretary	Nil	Nil

* Holding as nominee of Adani Power Limited

46. The details of the shareholding of the Directors and the Key Managerial Personnel (KMP) of the Transferee Company as on 31st day of July 2017 are as follows:

Name of Director and KMP	Position	Equity Shares held in	
		Transferee Company	Transferor Company
Mr. Jatinder Bhatnagar	Director	Nil	1,000
Mr. M. R. Krishna Rao	Director	Nil	Nil
Mr. Rajiv Kumar Rustagi	Director	1*	1,495
Mr. K. K. Mishra	Independent Director	Nil	Nil
Ms. Sushama Oza	Independent Director	Nil	800

* Holding as nominee of Adani Power Limited

47. The pre-Scheme shareholding pattern of the Transferor Company and the Transferee Company as on 31st day of July 2017 and the post-Scheme (expected) shareholding pattern of the Transferee Company are as under:

Pre & Post arrangement shareholding pattern of Transferor Company is as under :

Sr. No.	Category of shareholder	Pre & Post Scheme shareholding pattern	
		No. of shares of Rs. 10 each	%
(A)	**Promoter and Promoter Group**		
1	**Indian**		
(a)	Individuals/ Hindu Undivided Family	-	-
(b)	Central Government/State Government(s)	-	-
(c)	Bodies Corporate	-	-
(d)	Financial Institutions/ Banks	-	-
(e)	Any Other (specify)		
	Held by respective trustees (Beneficiary holders Family Trusts)	1,42,16,12,453	36.86
	Held by respective LLP	37,71,80,885	9.78
	Sub-Total (A)(1)	**1,79,87,93,338**	**46.64**
2	**Foreign**		
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)	-	-
(b)	Bodies Corporate	82,85,44,227	21.49
(c)	Institutions	-	-
(d)	Any Other (specify)	-	-
	Sub-Total (A)(2)	**82,85,44,227**	**21.49**
	Total Shareholding of Promoter and Promoter Group (A) = (A)(1)+(A)(2)	**26,273,37,565**	**68.13**
(B)	**Public Shareholding**		
1	**Institutions**		
(a)	Mutual Funds	1,40,95,157	0.37
(b)	Venture Capital Funds	-	-
(c)	Alternate Investment Funds	-	-
(d)	Foreign Venture Capital Investors	-	-
(e)	Foreign Portfolio Investor	60,42,55,594	15.66

Sr. No.	Category of shareholder	Pre & Post Scheme shareholding pattern	
		No. of shares of Rs. 10 each	%
(f)	Financial Institutions/ Banks	7,08,60,571	1.84
(g)	Insurance Companies	-	-
(h)	Provident Funds/ Pension Funds	-	-
(i)	Any Other (Specify)		
	Foreign Institutional Investors	25,94,612	0.06
	Sub-Total (B)(1)	**69,18,05,934**	**17.93**
2	Central Government/ State Government(s)/ President of India		
	Sub-Total (B)(2)	-	-
3	**Non-institutions**		
(a)	Individuals		
	I. Individual shareholders holding nominal share capital up to Rs. 2 lakhs.	16,67,41,765	4.32
	ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.	4,30,26,242	1.12
(b)	NBFCs registered with RBI	2,87,596	0.01
(c)	Employee Trusts	-	-
(d)	Overseas Depositories (holding DRs) (balancing figure)	-	-
(e)	Any Other (specify)		
	Trusts	24,726	0.00
	Foreign Nationals	13,35,496	0.03
	Hindu Undivided Family	-	-
	Foreign Company	24,59,34,496	6.37
	Non Resident Indian (Non Repat)	12,88,257	0.03
	Non Resident Indian (Repat)	1,45,07,738	0.38
	Clearing Member	44,72,947	0.12
	Bodies Corporate	6,01,76,179	1.56
	Sub-Total (B)(3)	**53,77,95,442**	**13.94**
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)	**1,22,96,01,376**	**31.87**
	TOTAL Shareholding (A)+(B)	**3,85,69,38,941**	**100.00**

Pre-arrangement shareholding pattern of the Transferee Company as on 31st day of July 2017:

Sr. No.	Name of Shareholders	Pre arrangement Shareholding Pattern	
		No. of shares of Rs. 10 each	%
1.	Adani Power Limited and its nominees	49,500	99.00
2.	Adani Power (Jhakhand) Limited	500	1.00

Post-arrangement (expected) shareholding pattern of the Transferee Company (assuming the continuing shareholding pattern as on 31st day of July 2017):

Sr. No.	Name of Shareholders	Post arrangement Shareholding Pattern	
		No. of shares of Rs. 10 each	%
1.	Adani Power Limited and its nominees	10,60,49,500	99.999
2.	Adani Power (Jhakhand) Limited	500	0.001

48. The post-Scheme (expected) capital structure of the Transferee Company will be as follows (assuming the continuing capital structure as on 31st day of July 2017):

Share Capital	Amount (in Rs.)
Authorized Share Capital	
3,50,00,00,000 Equity Shares of Rs. 10/- each	35,00,00,00,000
TOTAL	**35,00,00,00,000**
Issued, Subscribed and Paid-Up Share Capital	
10,60,50,000 Equity Shares of Es. 10/- each	1,06,05,00,000
TOTAL	**1,06,05,00,000**

49. In the event that the Scheme is withdrawn in accordance with its terms, the Scheme shall stand revoked, cancelled and be of no effect and null and void.

50. The following documents will be open for inspection by the equity shareholders of the Applicant Company at its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India, between 10.00 a.m. and 12.00 noon on all days (except Saturdays, Sundays and public holidays) up to the date of the meeting:

(i) Copy of the final order passed by NCLT in CA (CAA) No. 84/NCLT/AHM/ 2017, dated 7th day of August 2017 directing the Transferor Company to, inter alia, convene the meetings of its equity shareholders, secured creditors and unsecured creditors (including debentureholder);

(ii) Copy of the final order passed by NCLT in CA (CAA) No. 85/NCLT/AHM/2017, dated 7th day of August 2017, inter alia, dispensing with the meetings of the equity shareholders and the sole unsecured creditor of the Transferee Company;

(iii) Copy of CA (CAA) No. 84/NCLT/AHM/2017 along with annexures filed by the Transferor Company before NCLT;

(iv) Copy of CA (CAA) No. 85/NCLT/AHM/2017 along with annexures filed by the Transferee Company before NCLT;

(v) Copy of the Memorandum and Articles of Association of the Transferor Company and the Transferee Company, respectively;

(vi) Copy of the annual reports of the Transferor Company and the Transferee Company, respectively, for the financial years ended 31st March 2016 and 31st March 2015, respectively;

(vii) Copy of the annual reports of the Transferor Company and the Transferee Company, respectively, for the financial year ended 31st March 2017;

(viii) Copy of the Register of Directors' shareholding of each of the Companies;

(ix) Copy of Valuation report dated 6th day of June 2017 submitted by B S R & Associates LLP, Chartered Accountants;

(x) Copy of the Fairness Opinion, dated 6th day of June 2017 submitted by JM Financial Institutional Securities Limited, to the Board of Directors of the Transferor Company;

(xi) Copy of the Audit Committee Reports, both dated 6th day of June 2017, of the Companies;

(xii) Copy of the resolutions, both dated 6th day of June 2017, passed by the respective Board of Directors of the Companies, approving the Scheme;

(xiii) Copy of the extracts of the minutes of the meetings, both dated 6th day of June 2017, passed by the respective Board of Directors of the Companies, in respect of the approval of the Scheme;

(xiv) Copy of the Statutory Auditors' certificate dated 6th day of June 2017 issued by Deloitte Haskins & Sells, Chartered Accountants to the Transferor Company;

(xv) Copy of the Statutory Auditors' certificate dated 6th day of June 2017 issued by Dharmesh Parikh & Co., Chartered Accountants, to the Transferee Company;

(xvi) Copy of the complaints report, dated 10th day of July 2017 and 11th day of July 2017, submitted by the Transferor Company to BSE and NSE, respectively;

(xvii) Copy of the no adverse observations/no objection letter issued by BSE and NSE, both dated 14th day of July 2017, respectively, to the Transferor Company;

(xviii) Summary of the Valuation Report including the basis of valuation;

(xix) Copy of Form No. GNL-1 filed by the Companies with the concerned Registrar of Companies along with challan dated 21st day of July 2017, evidencing filing of the Scheme;

(xx) Copy of the certificate, dated 11th Day of August 2017, issued by Hemangi V. Mulaokar, Chartered Accountants, certifying the amount due to the unsecured creditors of the Transferor Company as on 31st day of July 2017;

(xxi) Copy of the certificate, dated 11th Day of August 2017, issued by Hemangi V. Mulaokar, Chartered Accountants, certifying the amount due to the sole unsecured creditor of the Transferee Company as on 31st day of July 2017;

(xxii) Copy of the Scheme;

(xxiii) Copy of the Reports, both dated 6th day of June 2017, adopted by the Board of Directors of the Companies, respectively, pursuant to the provisions of section 232(2)(c) of the Act; and

(xxiv) Copy of the applicable information of the Transferee Company in the format specified for abridged prospectus as provided in Part D of Schedule VIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.

The shareholders shall be entitled to obtain the extracts from or for making or obtaining the copies of the documents listed in item numbers (i), (ii), (vii), (xiv) and (xv) above.

51. This statement may be treated as an Explanatory Statement under Sections 230(3), 232(1) and (2) and 102 of the Act read with Rule 6 of the Rules. A copy of the Scheme, Explanatory Statement and Form of Proxy shall be furnished by the Transferor Company to its shareholders/creditors, free of charge, within one (1) day (except Saturdays, Sundays and public holidays) on a requisition being so made for the same by the shareholders/creditors of the Transferor Company.

52. After the Scheme is approved, by the equity shareholders, secured creditors and unsecured creditors (including debentureholders) of the Transferor Company, it will be subject to the approval/sanction by NCLT.

Sd/-
Mr. Justice K. A. Puj
(former Judge of High Court of Gujarat)
Chairman appointed for the meeting

Dated this 12th day of August 2017

Registered office: "Shikhar", Near Adani House,
Mithakhali Six Roads,
Navrangpura,
Ahmedabad- 380 009,
Gujarat, India.

SCHEME OF ARRANGEMENT
BETWEEN
ADANI POWER LIMITED ... Transferor Company

AND

ADANI POWER (MUNDRA) LIMITED ... Transferee Company

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
(UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013)

PREAMBLE This Scheme (as defined hereinafter) is presented under Sections 230 to 232 read with Sections 13, 52, 61 and 66 of the Act (as defined hereinafter) and other relevant provisions of the Act for the transfer and vesting of the Mundra Power Generation Undertaking (as defined hereinafter) of the Transferor Company (as defined hereinafter) to the Transferee Company (as defined hereinafter) with effect from the Appointed Date (as defined hereinafter), as a going concern on a Slump Exchange (as defined hereinafter) basis; reduction of securities premium account of the Transferor Company; increase in the authorised share capital of the Transferee Company; and for matters consequential, incidental, supplemental and/or otherwise integrally connected therewith.

PART I- GENERAL

1. INTRODUCTION

1.1. Adani Power Limited (the "Transferor Company") is a company incorporated on 22nd day of August 1996 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956 in the name of Adani Power Limited with Corporate Identification Number L40100GJ1996PLC030533. Its name was changed to (a) Adani Power Private Limited on 3rd day of June 2002; and (b) Adani Power Limited on 12th day of April 2007. The Transferor Company is a listed public limited company having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The equity shares of the Transferor Company are listed on the National Stock Exchange of India Limited ('NSE') and BSE Limited ('BSE').

1.2. The Transferor Company is a part of Adani Group with various business interests. The brief description of the major activities being carried out by the Transferor Company along with its subsidiaries are as under:

(a) The Transferor Company is engaged in the business of generating power and for the said purpose has set-up and commissioned 4,620 MW thermal power plant (comprising of 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, 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 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. For specified end use of the 6 units out of the aforesaid 9 units, the Government of India has allocated Jitpur coal block located in the State of Jharkhand to the Transferor Company. The aforesaid business activities are hereinafter referred to as "Mundra Power Generation Business";

(b) The Transferor Company is also engaged in generation of solar power pursuant to commissioning of 40 MW Solar Power Project at Village Bitta-Naliya, District Kutch, Gujarat;

© The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Maharashtra Limited, which has set-up and commissioned 3,300 MW thermal power plant at Tiroda, Maharashtra;

(d) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power Rajasthan Limited, which has set-up and commissioned 1,320 MW thermal power plant at Kawai, Rajasthan;

(e) The Transferor Company holds 100% of the paid-up equity share capital of Udupi Power Corporation Limited, which has set-up and commissioned 1,200 MW thermal power plant at Yellur, District Udupi, Karnataka.

(f) The Transferor Company holds 100% of the paid-up equity share capital of Adani Power (Jharkhand) Limited, which is setting up 1,600 MW thermal power plant at District Podaiyahaat - Godda, Jharkhand.

1.3. Adani Power (Mundra) Limited (the "Transferee Company") is a company incorporated on 16th Day of February, 2015 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 2013 in the name of Adani Power (Karnataka) Limited with Corporate Identification Number U40300GJ2015PLC082295. The name of Adani Power (Karnataka) Limited was changed to Adani Power (Mundra) Limited with effect from 27th day of April 2017. The Transferee Company is an unlisted public limited company, having its registered office at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The Transferor Company along with its wholly owned subsidiary, Adani Power (Jharkhand) Limited, holds 100% of the paid-up equity share capital of the Transferee Company (the Transferor Company and Adani Power (Jharkhand) Limited hold 99% and 1%, respectively, in the paid-up equity share capital of the Transferee Company).

1.4. The Transferee Company has been incorporated with an object to, inter alia, carry on the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. Presently, no business is being carried out by the Transferee Company.

1.5. Rationale for restructuring:

(a) The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to the distinct activities.

(b) The transfer and vesting of the Mundra Power Generating Business into the Transferee Company will create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

(c) Separation of the Mundra Power Generating Business into the Transferee Company will put at par with the other operating subsidiaries of the Transferor Company, with specific strategic focus as well as specific financial arrangements.

(d) Transfer and vesting of the Mundra Power Generating Business to the Transferee Company will allow induction of capital/strategic investor into the Mundra Power Generating Business.

1.6. This Scheme is divided into the following parts:

(I) **Part I,** which deals with the introduction, definitions, date of taking effect and share capital;

(ii) **Part II,** which deals with the transfer and vesting of the Mundra Power Generating Undertaking; and

(iii) **Part III,** which deals with general terms and conditions applicable to the Scheme.

2. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

"Act" or **"the Act"** means the Companies Act, 2013 and shall include the provisions of the Companies Act, 1956, to the extent the corresponding provisions in the Companies Act, 2013 have not been notified;

"Appointed Date" means 31st March 2017;

"Board" or **"Board of Directors"** in relation to the Companies means the board of directors of such company and, unless it be repugnant to the context, includes a duly authorised committee of directors;

"Companies" shall mean the Transferor Company and the Transferee Company;

"Effective Date" means the last of the dates on which all conditions, matters and filings referred to in Clause 24 hereof have been fulfilled and necessary orders, approvals and consents referred to therein have been obtained. References in this Scheme to the date of **"coming into effect of this Scheme" or "effectiveness of this Scheme"** shall mean the Effective Date;

"Employee Benefit Funds" shall have the meaning set forth in Clause 9.2;

"Encumbrance" or **"Encumber"** shall mean any: (i) encumbrance including without limitation any security interest, claim, mortgage, pledge, charge, hypothecation, lien, lease, assignment, deed of trust, title retention, deposit by way of security, beneficial ownership (including usufruct and similar entitlements), or any other similar interest held by the third person; (ii) security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law; (iii) right of pre-emption, right of first offer, or refusal or transfer restriction in favour of any person; and/or (iv) any adverse claim as to title, possession or use;

"Governmental Authority" shall mean any national, state, provincial, local or similar government, governmental, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, tribunal or court or other entity authorized to make Laws, rules, regulations, standards, requirements, procedures or to pass directions or orders having the force of Law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law, or any stock exchange of India or any other country;

"Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question;

"LODR" means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;

"Mundra Power Generating Employees" shall mean all the employees of the Transferor Company employed in the Mundra Power Generating Undertaking;

"Mundra Power Generating Liabilities" shall have the meaning set forth in Clause 7.1;

"Mundra Power Generating Undertaking" means all the businesses, undertakings, activities, operations, properties, liabilities and reserves and surplus pertaining to the Mundra Power Generating Business, on a going concern basis, and shall mean and include, without limitation:

(a) 4,620 MW thermal power plant set-up and commissioned on an area of 293.8810 hectares in the multi product Special Economic Zone at Village Tunda and Siracha, Taluka Mundra, District Kutch, Gujarat;

(b) letter of approvals granting the status as Co-Developer to the 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 Transferor Company;

(c) Jitpur coal block located in the State of Jharkhand, allocated by the Government of India.

(d) all immovable properties 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., which immovable properties are currently in use for the purpose of and in relation to the Mundra Power Generating Business 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) all assets, as are movable in nature pertaining to and in relation to the Mundra Power Generating Business and Jitpur Coal block, 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, 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 Government, 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) all 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, statutory or regulatory or local or administrative bodies for the purpose of carrying on the Mundra Power Generating Business or in connection therewith), tax deferrals, tax credits (including any credits arising from advance tax, other income tax credits, withholding tax credits, minimum alternate tax credits, CENVAT credits, goods and services tax credits, 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), advantages, benefits and all other rights, privileges, powers and facilities of every kind and description of whatsoever nature and the benefits thereto that pertain to the Mundra Power Generating Business;

(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, 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 pertaining to the Mundra Power Generating Business;

(h) all trade marks, trade names, service marks, copyrights, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical know how, confidential information and all such rights of whatsoever description and nature that pertain exclusively to the Mundra Power Generating Business;

(I) all rights to use and avail telephones, telexes, facsimile, email, 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 the Transferor Company pertaining to or in connection with or relating to the Transferor Company in respect of the Mundra Power Generating Business 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 the Transferor Company and pertaining to the Mundra Power Generating Business;

(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 that pertain to the Mundra Power Generating Business;

(k) all debts, liabilities including contingent liabilities, duties, taxes and obligations of the Transferor Company pertaining to the Mundra Power Generating Business and/or arising out of and/or relatable to the Mundra Power Generating Business;

(l) all employees of the Transferor Company employed/engaged in the Mundra Power Generating Business as on the Effective Date; and

(m) all legal or other proceedings of whatsoever nature that pertain to the Mundra Power Generating Business.

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the Mundra Power Generating Business or whether it arises out of the activities or operations of the Mundra Power Generating Business, the same shall be decided by mutual agreement between Board of Directors of the Transferor Company and the Transferee Company.

"NCLT" means the National Company Law Tribunal, Bench, at Ahmedabad;

"Remaining Business" shall mean all the undertakings, businesses, activities, operations, assets and liabilities of the Transferor Company, other than those comprised in the Mundra Power Generating Undertaking;

"Scheme" or **"the Scheme"** or **"this Scheme"** shall mean this scheme of arrangement including any modification or amendment hereto, made in accordance with the terms hereof;

"SEBI" means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;

"SEBI Circular" means, together, the circular no. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 and the circular no. CFD/DIL3/CIR/2017/26 dated 23rd day of March 2017, each issued by SEBI, including any modifications thereto;

"Slump Exchange" means the transfer and vesting of the Mundra Power Generating Undertaking of the Transferor Company to the Transferee Company on a going concern basis for a lump sum consideration, to be exchanged by way of issuance of equity shares of the Transferee Company, without values being assigned to the individual assets and liabilities.

"Stock Exchanges" shall mean National Stock Exchange of India Limited (NSE) and BSE Limited (BSE), collectively;

"Transferee Company" shall have the meaning set forth in Clause 1.3;

"Transferor Company" shall have the meaning set forth in Clause 1.1.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by NCLT shall be effective from the Appointed Date but shall be operative from the Effective Date.

4. SHARE CAPITAL

4.1 The authorised, issued, subscribed and paid up share capital of the Transferor Company as at 31st day of May 2017 was as under:

Share Capital	Amount (in Rs.)
Authorized Share Capital	
450,00,00,000 Equity Shares of Rs. 10/- each	4500,00,00,000
50,00,00,000 Preference Shares of Rs. 10 each	500,00,00,000
TOTAL	**5000,00,00,000**
Issued, Subscribed and Paid-Up Share Capital	
385,69,38,941 fully paid up equity shares of Rs. 10/- each	3856,93,89,410
TOTAL	**3856,93,89,410**

4.2 The authorised, issued, subscribed and paid up share capital of the Transferee Company as at 31st day of May 2017 was as under:

Share Capital	Amount (in Rs.)
Authorized Share Capital	
50,000 Equity Shares of Rs. 10 each	5,00,000
TOTAL	**5,00,000**
Issued, Subscribed and Paid-Up Share Capital	
50,000 fully paid up Equity Shares of Rs. 10 each	5,00,000
TOTAL	**5,00,000**

PART-II TRANSFER AND VESTING OF THE MUNDRA POWER GENERATING UNDERTAKING

SECTION 1 - TRANSFER AND VESTING OF THE MUNDRA POWER GENERATING UNDERTAKING

5. Transfer of Assets

5.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Mundra Power Generating Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Mundra Power Generating Undertaking) shall, subject to the provisions of this Clause 5 in relation to the mode of transfer and vesting and pursuant to Section 232(4) of the Act and without any further act or deed, be transferred to and vested in the Transferee Company or be deemed to have been transferred to and vested in the Transferee Company as a going concern, on Slump Exchange basis, so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest and authorities of the Transferee Company, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.2. In respect of such of the assets of the Mundra Power Generating Undertaking as are movable in nature or are otherwise capable of transfer by delivery of possession or by endorsement and delivery, the same shall be so transferred by the Transferor Company, upon the coming into effect of this Scheme, and shall become the property of the Transferee Company as an integral part of the Mundra Power Generating Undertaking with effect from the Appointed Date pursuant to the provisions of Section 232 of the Act without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.3. In respect of movables other than those dealt with in Clause 5.2 above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority, quasi-governmental authority, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositee, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).

5.4. In respect of such of the assets belonging to the Mundra Power Generating Undertaking other than those referred to in Clauses 5.2 and 5.3 above, the same shall, as more particularly provided in Clause 5.1 above, without any further act, instrument or deed, be transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230-232 of the Act. For the purpose of giving effect to the vesting order passed under Section 232 of the Act in respect of the Scheme, the Transferee Company shall be entitled to exercise all the rights and privileges and be liable to pay all taxes and charges and fulfil all its obligations, in relation to or applicable to all such immovable properties, including mutation and/or substitution of the title to, or interest in the immovable properties which shall be made and duly recorded by the appropriate authority(ies) in favour of the Transferee Company pursuant to the sanction of the Scheme by the NCLT and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by the Transferor Company and/or the Transferee Company. It is clarified that the Transferee Company shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. Notwithstanding any provision to the contrary, from the Effective Date and until the owned properties, leasehold properties and related rights thereto, license/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 authority, in favour of the Transferee Company, the Transferee Company is deemed to be authorised to carry on the business in the name and style of the Transferor Company under the relevant agreement, deed, lease and/or license, as the case may be, and the Transferee Company shall keep a record and/or account of such transactions.

5.5. All assets, rights, title, interest and investments of the Transferor Company in relation to the Mundra Power Generating Undertaking shall also, without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230-232 of the Act.

5.6. Without prejudice to the generality of the foregoing, upon the effectiveness of this Scheme, the Transferee Company will be entitled to all the intellectual property rights of the Transferor Company in relation to the Mundra Power Generating Undertaking. The Transferee Company may take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of the Transferee Company.

5.7. Any assets acquired by the Transferor Company after the Appointed Date but prior to the Effective Date pertaining to the Mundra Power Generating Undertaking shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in the Transferee Company upon the coming into effect of this Scheme.

5.8. For the avoidance of doubt, upon the coming into effect of this Scheme, all the rights, title, interest and claims of the Transferor Company in any leasehold/licensed properties in relation to the Mundra Power Generating Undertaking shall, pursuant to Section 232 (4) of the Act, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company automatically without requirement of any further act or deed.

5.9. On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in relation to or in connection with the Mundra Power Generating Undertaking of the Transferor Company, in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Mundra Power Generating Undertaking to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.

5.10. For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of bank accounts of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, has been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank account of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company, in relation to or in connection with the Mundra Power Generating Undertaking, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of the Transferor Company shall be instituted, or as the case may be, continued by or against the Transferee Company after the coming into effect of this Scheme.

5.11. Any determination of the value of an asset or liability of the Mundra Power Generating Undertaking for the sole purpose of payment of stamp duty, registration fees or other similar taxes, if any, shall not be regarded as assignment of values to individual asset or liability.

6. Transfer of contracts, deeds, etc.

6.1. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme including Clause 7, all contracts, deeds, bonds, undertakings including bond cum legal undertaking, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Mundra Power Generating Undertaking, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which is subsisting or have effect immediately before the Effective Date, shall continue in full force and effect against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

6.2. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Mundra Power Generating Undertaking occurs by virtue of this 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 any Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.

6.3. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all approvals, consents, benefits, registrations, entitlements, credits, permissions, licenses, certificates, no objection certificates, exemptions, concessions, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company in relation to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications to any Governmental Authority as may be necessary in this behalf.

6.4. Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, undertakings, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Mundra Power Generating Undertaking which the Transferor Company own or to which the Transferor Company is a party to, cannot be transferred to the Transferee Company for any reason whatsoever, the Transferor Company shall hold such asset or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Transferee Company, insofar as it is permissible so to do, till such time as the transfer is effected.

7. Transfer of Liabilities

7.1. Upon the coming into effect of this Scheme, all debts, liabilities, loans raised and used, obligations incurred, duties of any kind, nature or description (including contingent liabilities which arise out of the activities or operations of the Mundra Power Generating Undertaking) of the Transferor Company as on the Appointed Date and relatable to the Mundra Power Generating Undertaking ("Mundra Power Generating Liabilities") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Transferee Company to the extent that they are outstanding as on the Effective Date and shall become the debts, liabilities, loans, obligations and duties of the Transferee Company which shall meet, discharge and satisfy the same.

7.2. Where any of the loans raised and used, debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date deemed to be transferred to the Transferee Company has been discharged by the Transferor Company on or 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.

7.3. Upon the coming into effect of this Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by the Transferor Company for the operations of the Mundra Power Generating Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the loans, debts, liabilities, duties and obligations of the Transferee Company.

7.4. In so far as the existing Encumbrances in respect of the Mundra Power Generating Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and

shall be extended to and shall operate only over the assets comprised in the Mundra Power Generating Undertaking which has been Encumbered in respect of the Mundra Power Generating Liabilities as transferred to the Transferee Company pursuant to this Scheme. Provided that if any of the assets comprised in the Mundra Power Generating Undertaking which are being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the Mundra Power Generating Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

7.5. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business is concerned, subject to Clause 7.4, the Encumbrances over such assets relating to the Mundra Power Generating Liabilities shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Mundra Power Generating Undertaking is concerned, the Encumbrances over such assets relating to any loans, borrowings or other debts or debt securities which are not transferred pursuant to this Scheme (and which shall continue with the Transferor Company), shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

7.6. Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of this Scheme, the Transferor Company and the Transferee Company shall execute any instrument(s) and/or document(s) and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the registrar of companies to give formal effect to the above provisions, if required.

7.7. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Mundra Power Generating Liabilities, which have been transferred to it in terms of this Scheme, and the Transferor Company shall not have any obligations in respect of such Mundra Power Generating Liabilities.

7.8. It is expressly provided that subject to Clause 22 and save as mentioned in this Clause 7, no other term or condition of the liabilities transferred to the Transferee Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

7.9. The provisions of this Clause 7 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

8. Legal, taxation and other proceedings

8.1. Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Transferor Company and relating to the Mundra Power Generating Undertaking, under any\ statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the Transferee Company after the Effective Date. The Transferor Company shall in no event be responsible or liable in relation to any such legal or other proceedings against the Transferee Company. The Transferee Company shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Transferor Company.

8.2. If proceedings are taken against the Transferor Company in respect of the matters referred to in Clause 8.1 above, it shall defend the same in accordance with the advice of the Transferee Company and at the cost of the Transferee Company, and the latter shall reimburse and indemnify

the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.

8.3. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 8.1 above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company. The Companies shall make relevant applications in that behalf.

9. Employees

9.1. Upon the coming into effect of this Scheme, the Mundra Power Generating Employees in relation to the Mundra Power Generating Undertaking (the **"Transferred Employees"**) shall become the employees of the Transferee Company with effect from the Effective Date, and, subject to the provisions hereof, on terms and conditions not less favorable than those on which they are employed by the Transferor Company in the Mundra Power Generating Undertaking and without any interruption of, or break in, service as a result of the transfer of the Mundra Power Generating Undertaking. The Transferee Company agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of the Transferred Employees with the Transferor Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

9.2. In so far as the existing benefits including provident fund, gratuity fund and superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by the Transferor Company inter alia for its employees (including employees of the Mundra Power Generating Undertaking) are concerned (collectively referred to as the **"Employee Benefit Funds"**), such proportion of the investments made in the Employee Benefit Funds and liabilities which are referable to the Transferred Employees shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Employee Benefit Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Mundra Power Generating Undertaking or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund in respect of any of the aforesaid matters, the Transferee Company may, subject to necessary approvals and permissions, continue to contribute in respect of the Transferred Employees to the Employee Benefit Funds or discharge such liabilities of the Transferor Company, until such time that the Transferee Company creates its own fund, at which time the Employee Benefit Funds, investments, contributions and liabilities pertaining to the Transferred Employees shall be transferred to the funds created by the Transferee Company.

9.3. In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the employees being transferred to the Transferee Company, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such Transferred Employees.

9.4. In so far as the existing benefits or funds created by the Transferor Company for the employees of the Remaining Business are concerned, the same shall continue and the Transferor Company shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and such benefits or funds, if any, shall be held inter alia for the benefit of the employees of the Remaining Business and the Transferee Company shall have no liability in respect thereof.

SECTION 2 – CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

10. The Transferor Company, with effect from the Appointed Date and up to and including the Effective Date:

(I) shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Mundra Power Generating Undertaking and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Mundra Power Generating Undertaking for and on account of, and in trust for, the Transferee Company;

(ii) all profits and income accruing to the Transferor Company from the Mundra Power Generating Undertaking, and losses and expenditure incurred by it (including taxes), relating to the Mundra Power Generating Undertaking for the period from the Appointed Date based on the accounts of the Transferor Company shall, for all purposes, be treated as the profits, income, losses or expenditure, as the case may be, of the Transferee Company, except those specifically forming part of the Remaining Business; and

(iii) any of the rights, powers, authorities, privileges, attached, related or pertaining to the Mundra Power Generating Undertaking exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company 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 attached, related or pertaining to the Mundra Power Generating Undertaking that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company.

11. The Transferor Company undertakes that it shall preserve and carry on the business of the Mundra Power Generating Undertaking with business prudence.

The transfer and vesting of the assets, liabilities and obligations of the Mundra Power Generating Undertaking and the continuance of the proceedings by or against the Transferee Company under this Scheme shall not affect any transaction or proceedings already completed by the Transferor Company on or before the Appointed Date to the end and intent that, subject to the provisions of this Section 2, the Transferee Company accepts all acts, deeds and things done and executed by and/or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

SECTION 3 - REMAINING BUSINESS

12. The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or lenders.

13. All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Transferor Company in respect of the Remaining Business) shall be continued and enforced by or against the Transferor Company after the Effective Date, which shall keep the Transferee Company fully indemnified in that behalf.

14. If proceedings are taken against the Transferee Company in respect of the matters referred to in Clause 13 above, it shall defend the same in accordance with the advice of the Transferor Company and at the cost of the Transferor Company, and the latter shall reimburse and indemnify the Transferee Company against all liabilities and obligations incurred by the Transferee Company in respect thereof

15. Up to and including the Effective Date:

(i) the Transferor Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;

(ii) all profits accruing to the Transferor Company or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferor Company; and

(iii) all assets and properties acquired by the Transferor Company in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in the Transferor Company.

SECTION 4 – CONSIDERATION BY THE TRANSFEREE COMPANY

16. Consideration

16.1. Upon the coming into effect of this Scheme and upon transfer and vesting of the Mundra Power Generating Undertaking in the Transferee Company as a going concern on a Slump Exchange basis, in accordance with the terms of the Scheme and pursuant to the provisions of Section 230-232 and other relevant provisions of the Act and in exchange for which, the Transferee Company shall issue 10,60,00,000 (Ten Crores Sixty Lakhs) fully paid up equity shares of the face value of Rs. 10/- (Rupees Ten only) each to the Transferor Company.

16.2. The equity shares to be issued and allotted by the Transferee Company in terms of Clause 16.1 above shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari passu in all respects with the existing equity shares of the Transferee Company.

16.3. The equity shares issued pursuant to Clause 17.1 above shall be issued in the dematerialized form by the Transferee Company unless otherwise notified in writing by the Transferor Company to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company.

16.4. The issue and allotment of equity shares by the Transferee Company to the Transferor Company as provided in Clause 16.1 of this Scheme is an integral part thereof, and shall be deemed to have been carried out pursuant to the provisions of the Scheme as if the procedure laid down under section 62 of the Act and any other applicable provisions of the Act were duly complied with and will not require any further act or deed by the Transferee Company.

SECTION 5 –REDUCTION OF SECURITIES PREMIUM ACCOUNT OF THE TRANSFEROR COMPANY

17.1 Upon the effectiveness of this Scheme, the Securities Premium Account (forming part of reserves and surplus) of the Transferor Company pertaining to the Mundra Power Generating Undertaking shall stand transferred to the Transferee Company and the Securities Premium Account in the books of the Transferor Company shall stand reduced by the amount so transferred without any further act or deed on the part of the Transferor Company. The reduction in the Securities Premium Account of the Transferor Company shall be effected as an integral part of the Scheme in accordance with the provisions of Section 52 read with Section 66 of the Act and any other applicable provisions of the Act without any further act or deed on the part of the Transferor Company and without any approval or acknowledgement of any third party. The order of the NCLT sanctioning the Scheme shall be deemed to also be the order passed by the NCLT under Section 52 read with Section 66 of the Act for the purpose of confirming such reduction.

17.2 It is expressly clarified that the consent of the shareholders and the creditors of the Transferor Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reduction of the Securities Premium Account of the Transferor Company and no further resolution or action under Section 52 read with Section 66 of the Act and any other applicable provisions of the Act would be required to be separately passed or taken.

SECTION 6 – ACCOUNTING TREATMENT

18. Accounting treatment in the books of the Transferor Company

Upon the coming into effect of this Scheme and with effect from the Appointed Date:

18.1. The Transferor Company shall de-recognize from its books, the book value of assets, liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking, transferred to the Transferee Company including the rights, interests and obligations of the Transferor Company in such assets, liabilities and reserves and surplus under the Scheme.

18.2. The difference between the consideration payable by the Transferee Company in terms of Clause 16 of the Scheme and the net assets transferred to the Transferee Company shall be adjusted in the Capital Reserve in the books of the Transferor Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power

Generating Undertaking being transferred to the Transferee Company and the aggregate of carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

19. Accounting treatment in the books of the Transferee Company

19.1. The Transferee Company shall account for the transfer and vesting of the Mundra Power Generating Undertaking in its books of account as per the "Pooling of Interest Method" prescribed under Indian Accounting Standard 103 – "Business Combinations" notified under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and other applicable accounting standards prescribed under the Act.

19.2. All the assets, liabilities and reserves and surplus of the Transferor Company pertaining to Mundra Power Generating Undertaking shall stand transferred to, and the same shall be recorded by, the Transferee Company at their respective carrying amount and in the same form as appearing in the books of the account of the Transferor Company.

19.3. The amount of inter-company balances, transactions or investments, if any, between the Transferor Company pertaining to the Mundra Power Generating Undertaking and the Transferee Company, appearing in the books of accounts of the Transferor Company and the Transferee Company, shall stand cancelled without any further act or deed.

19.4. The Transferee Company shall credit to the Share Capital account in its books of account, the aggregate face value of the equity shares issued and allotted to the Transferor Company as per Clause 16.1 of the Scheme.

19.5. In compliance with the Indian Accounting Standards (Ind AS), the difference between the consideration payable by the Transferee Company in terms of Clause 16.1 of the Scheme and net assets recorded in the books of the Transferee Company shall be adjusted in Capital Reserve in the books of the Transferee Company. For the purpose of this Clause, net assets shall mean difference between the carrying value of the assets pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company and aggregate of the carrying value of liabilities and reserves and surplus pertaining to the Mundra Power Generating Undertaking being transferred to the Transferee Company.

PART III – GENERAL TERMS AND CONDITIONS

The provisions of this Part shall be applicable to Part II of this Scheme.

20. Increase in authorised share capital of the Transferee Company

20.1. Upon the coming into effect of this Scheme, the Authorised Share Capital of the Transferee Company shall, without any further act or deed be automatically increased from Rs. 5,00,000/- (Rupees Five Lacs Only) to Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only). Consequently, clause V of the Memorandum of Association of the Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 232 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause: "The Authorised Share Capital of the Company is Rs. 3500,00,00,000/- (Rupees Three Thousand Five Hundred Crores Only) divided into 350,00,00,000 (Three Hundred and Fifty Crores) Equity Shares of Rs. 10/- (Rupees Ten Only) each."

20.2. Upon the coming into effect of this Scheme, the Transferee Company shall file necessary form of notice of increase of Authorised Share Capital with the Registrar of Companies, Gujarat and shall pay necessary fees/duties as may be required to be paid in accordance with Law.

21. Applications

(I) The Companies shall make necessary applications before the NCLT for the sanction of this Scheme under Sections 230-232 of the Act.

(ii) The Transferee Company shall be entitled, pending the effectiveness of this Scheme, to apply to any Governmental Authority, if required, under any Law for such consents and

approvals which the Transferee Company may require to carry on the business transferred to it pursuant to this Scheme.

22. Modification to the Scheme

22.1. The Companies (by their respective Board of Directors), may jointly and as mutually agreed in writing:

(I) in their full and absolute discretion, assent to any alteration(s) or modification(s) to this Scheme which NCLT may deem fit to approve or impose, and/or effect any other modification or amendment jointly and mutually agreed in writing, including, without limitation, any modifications to the accounting treatment set out in the Scheme due to any change in regulatory or compliance requirements being made applicable to the Companies or to the matters set forth in this Scheme, and to do all acts, deeds and things as may be necessary, desirable or expedient for the purposes of this Scheme;

(ii) to give such directions (acting jointly) as they may consider necessary to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under Law);

(iii) in their full and absolute discretion, modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time; and

(iv) to determine whether any asset, liability, employee, legal or other proceedings pertains to the Mundra Power Generating Undertaking, or not, on the basis of any evidence that they may deem relevant for this purpose.

22.2. Any modification to the Scheme by the Transferor Company and/or the Transferee Company, after receipt of sanction by the NCLT, shall be made only with the prior approval of the NCLT.

23. Scheme as an integral whole and Severability

(I) The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of the Companies.

(ii) 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 in writing, affect the validity or implementation of the other parts and/or provisions of this Scheme.

24. Scheme conditional on

The coming into effect of this Scheme is conditional upon and subject to:

(i) obtaining observation letter or no-objection letter from the Stock Exchanges by the Transferor Company in respect of the Scheme, pursuant to Regulation 37 of the LODR read with SEBI Circular and Regulations 11 and 94 of the LODR;

(ii) this Scheme being approved by the respective requisite majorities of the classes of members and creditors (where applicable) of the Companies as required under the Act;

(iii) the Scheme being approved by the majority of the public shareholders of the Transferor Company (by way of voting through postal ballot and e-voting) as required under the SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders, against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;

(iv) the NCLT having accorded its sanction to the Scheme;

(v) the certified copies of the orders of the NCLT approving this Scheme being filed with the jurisdictional registrar of companies;

(vi) such approvals and sanctions including sanction of any Governmental Authority as may be required by Law in respect of the Scheme being obtained; and

(vii) approval for transfer of letter of approvals granting the status as Co-Developer to the 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 transfer of approvals for the authorised operations to the transferee company from the appropriate authority.

25. Effect of non-receipt of approvals and matters relating to revocation/withdrawal of the Scheme

25.1. In the event of any of the sanctions and approvals not being obtained and/or the Scheme not being sanctioned by the NCLT, and/or the order or orders not being passed as aforesaid on or before 31st day of March 2018 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company through their respective Board of Directors, the Scheme shall become null and void and the Companies shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

25.2. The Transferor Company and the Transferee Company acting through their respective Board of Directors shall each be at liberty to withdraw from this Scheme, (i) in case any condition or alteration imposed by any appropriate authority/person is unacceptable to any of them or (ii) they are of the view that coming into effect of this Scheme could have adverse implications on the respective Companies.

25.3. In the event of revocation/withdrawal under Clauses 25.1 and 25.2 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the applicable Law and in such case, the Companies shall bear its own costs, unless otherwise mutually agreed.

26. Taxes

26.1. The Transferee Company will be the successor of the Transferor Company vis-à-vis the Mundra Power Generating Undertaking. Hence, it will be deemed that the benefits of any tax credits, whether, central, state, or local, availed vis-à-vis the Mundra Power Generating Undertaking and the obligations, if any, for the payment of taxes on any assets of the Mundra Power Generating Undertaking shall be deemed to have been availed by the Transferee Company, or as the case may be, deemed to be the obligation of the Transferee Company.

26.2. With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess, receivables / payables by the Transferor Company relating to the Mundra Power Generating Undertaking, including all or any refunds / credits / claims relating thereto, shall be treated as the assets / liabilities or refunds / credits / claims, as the case may be, of the Transferee Company.

26.3. Upon the coming into effect of this Scheme, the Transferee Company and the Transferor Company shall file/revise their income tax returns, TDS certificates, TDS returns, and other statutory returns, if required, and shall have the right to claim refunds, credit of tax deducted at source, credit of foreign taxes paid/ withheld etc., if any (except as specifically provided in relation to the Remaining Business), as may be required consequent to implementation of this Scheme. Such returns shall be revised and filed with effect from Appointed Date and any tax including Minimum Alternate Tax shall be computed accordingly.

27. Costs

Subject to Clause 25 above, all costs, charges, levies and expenses (including, but not limited to, stamp duty, etc.) in relation to or in connection with the Scheme and incidental to the completion of the Scheme and of carrying out the terms of this Scheme shall be borne as mutually agreed by the Board of Directors of the Transferor Company and the Transferee Company.

VALUATION REPORT

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Chartered Accountants

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Mr. Vinod Bhandawat
Chief Financial Officer
Adani Power Limited
Achalraj
Opposite Mayor Bungalow, Law Garden
Ahmedabad – 380 006 (Gujarat)

6 June 2017

Subject: Valuation of Mundra Power Generating Undertaking ("APMP")

Dear Sir,

We refer to the engagement letter dated 16 May 2017 with B S R & Associates LLP (hereinafter referred to as "B S R" or "us" or "we") wherein Adani Power Limited ("APL", the "Client", "Company", or "You") has requested B S R to carry out valuation of its Mundra Power Generating Undertaking situated at village Tunda and Siracha, Taluka Mundra, District Kutch, Gujarat ("APMP" or "Target Business") proposed to be transferred to one of its subsidiary namely, Adani Power (Mundra) Limited (the "Subsidiary") under a scheme of arrangement in accordance with the provisions of the Companies act, 2013 ("Scheme of Arrangement") (hereafter referred to as "Engagement").

SCOPE AND PURPOSE OF THE VALUATION REPORT

Adani Power Limited ("APL"), together with its subsidiaries, engages in the generation of electricity. The company was founded in 1996 and is headquartered in Ahmedabad, India.

Mundra Power Generating Undertaking ("APMP") (capacity of 4,620 MW) is a part of the 10,480 MW capacity power plants operated by APL. APMP is located at Mundra in Kutch district in the Indian state of Gujarat.

APMP has total 9 units with 4 units of 330 MW each and 5 units of 660 MW each. The company has signed long-term power purchase agreement with Gujarat Government and Haryana Government for sale of about 80% of the capacity while the remaining 20% the company intends to sell at merchant basis. The coal source for this power plant is imported coal and domestic coal supply (an operational Fuel Supply Agreement of 6.405 MTPA with subsidiaries of Coal India Limited).

The Proposed Transfer is to be achieved by way of a scheme of arrangement under Section 230 – 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 for transfer and vesting of the Target Business to the Subsidiary of APL as a going concern, on slump exchange basis under the proposed Scheme of Arrangement for a lump sum consideration in the form of issuance of equity shares by the Subsidiary to APL.

B S R has been requested by the management of APL ("Management") to carry out valuation of the Target Business and submit a Valuation Report ("Valuation Report") in connection with the proposed transfer of the Target Business under the Scheme of Arrangement ("Proposed Transfer").

We understand that this Valuation Report will used by the Client for the above mentioned purpose only and may be produced before judicial, regulatory or government authorities, for the purpose of the Proposed Transfer.

This Valuation Report is subject to the scope, assumptions, exclusions, limitations and disclaimers detailed hereinafter. As such the Valuation Report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

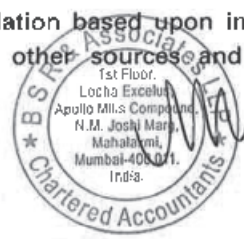
SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS AND DISCLAIMERS

Provision of valuation opinions and consideration of the issues described herein are areas of our regular practice. The service does not represent accounting, assurance, accounting/ tax due diligence, consulting or tax related services that may otherwise be provided by us or our affiliates.

This Valuation Report, its contents and the results herein are specific to (i) the purpose of valuation agreed as per the terms of our engagement; and (ii) the date of this Valuation Report. Further, based on the carved out balance sheet of the Target Business as on 31 March 2017 ("Period end Balance Sheet").

A valuation of this nature is necessarily based on (a) representations from the Management, financial, economic and other conditions in general and industry trends in particular as in effect on and (b) the information made available to us as of, the date hereof. Events occurring after the date hereof may affect this Valuation Report and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this Valuation Report.

This Valuation Report only represent our recommendation based upon information received from the Company till 4 June 2017 and other sources and the said

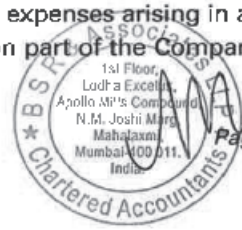


recommendation shall be considered to be in the nature of non-binding advice. Further, Valuation is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgment. There is, therefore, no indisputable single value. While we have provided our recommendation of the Valuation of the Target Business based on the information available to us and within the scope and constraints of our engagement, others may have a different opinion as to the Valuation. You acknowledge and agree that you have the final responsibility for the determination of the valuation at which the Proposed Transfer shall take place and factors other than our Valuation Report will need to be taken into account in determining the Valuation.

In the course of the Valuation, we were provided with both written and verbal information/guidance, including market, technical, financial and operating data. In accordance with the terms of our engagement, we have assumed and relied upon, without independent verification, (i) the accuracy of the information that was publicly available and formed a substantial basis for this Valuation Report and (ii) the accuracy of information made available to us by the Company. We have not carried out a due diligence or audit of the Target Business for the purpose of this engagement, nor have we independently investigated or otherwise verified the data provided. We are not legal or regulatory advisors with respect to legal and regulatory matters for the Proposed Transfer. We do not express any form of assurance that the financial information or other information as prepared and provided by the Company is accurate. Also, with respect to explanations and information sought from the Company, we have been given to understand by the Company that they have not omitted any relevant and material factors and that they have checked the relevance or materiality of any specific information to the present exercise with us in case of any doubt. Accordingly, we do not express any opinion or offer any form of assurance regarding its accuracy and completeness.

Our conclusions are based on these assumptions and information given by/ on behalf of the Company. The Management has indicated to us that it has understood that any omissions, inaccuracies or misstatements may materially affect our valuation analysis/results. Accordingly, we assume no responsibility for any errors in the information furnished by the Company and its impact on the Valuation Report. Also, we assume no responsibility for technical information (if any) furnished by the Company. However nothing has come to our attention to indicate that the information provided was materially mis-stated/ incorrect or would not afford reasonable grounds upon which to base the Valuation Report. We do not imply and it should not be construed that we have verified any of the information provided to us, or that our inquiries could have verified any matter, which a more extensive examination might disclose.

In no event shall we be liable for any loss, damages, cost or expenses arising in any way from fraudulent acts, misrepresentations or willful default on part of the Company, their



directors, employees or agents. In no circumstances shall the liability of B S R, its partners, its directors or employees, relating to the services provided in connection with the engagement set out in this Valuation Report shall exceed the amount paid to B S R in respect of the fees charged by it for these services.

The Valuation Report assumes that the Company and Target Business comply fully with relevant laws and regulations applicable in all its areas of operations unless otherwise stated, and that the Target Business will be managed in a competent and responsible manner. Further, except as specifically stated to the contrary, this Valuation Report has given no consideration to matters of a legal nature, including issues of legal title and compliance with local laws, and litigation and other contingent liabilities that are not recorded in Period end Balance Sheets of the Target Business. Our conclusion of value assumes that the assets and liabilities of the Target Business, reflected in their respective latest balance sheets remain intact as of the Valuation Report date.

This Valuation Report does not address the relative merits of the Proposed Transfer as compared with any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available.

No investigation of the Company's claim to title of assets has been made for the purpose of this Valuation Report and the Company's claim to such rights has been assumed to be valid. No consideration has been given to liens or encumbrances against the assets, beyond the loans disclosed in the accounts. Therefore, no responsibility is assumed for matters of a legal nature.

The fee for the Engagement is not contingent upon the results of the Valuation Report.

We owe responsibility to the Company which has retained us, and nobody else. We will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of the other. We do not accept any liability to any third party in relation to the issue of this Valuation Report. This Valuation Report is not a substitute for the third party's own due diligence/ appraisal/ enquiries/ independent advice that the third party should undertake for his purpose. It is understood that this analysis does not represent a fairness opinion.

Neither the Valuation Report nor its contents may be referred to or quoted in any registration statement, prospectus, offering memorandum, annual report, loan agreement or other agreement. Further, it cannot be used for purpose other than in connection with the Proposed Transfer, without out prior consent. In addition, this Valuation Report does not in any manner address the prices at which Proposed Transfer will take place and we express no opinion or recommendation as to how the shareholders of either Company should vote at any shareholders meeting(s) to be held in connection with the Proposed Transfer.



SOURCES OF INFORMATION

In connection with preparing this Valuation Report, we have received the following information from the Management:

- Unaudited carved out Balance Sheet pertaining to the Target Business for FY 2017;
- Projected cash flows for the Target Business from 1 April 2017 to 31 March 2053 (Management Business Plan);
- Interviews and discussions with the Management to augment our knowledge of the Target Business;
- Other information, explanations and representations that were required and provided by the Management;
- For our analysis, we have relied on published and secondary sources of data, whether or not made available by Management. We have not independently verified the accuracy or timeliness of the same; and
- Such other analysis, review and enquires, as we considered necessary.

APPROACH - BASIS OF TRANSFER

The Proposed Transfer contemplates the transfer of Target Business to a new Subsidiary pursuant to the Scheme.

There are several commonly used and accepted methods for determining the valuation of Target Business, which have been considered in the present case, to the extent relevant and applicable, including:

1. Comparable Companies' Multiples and Transaction multiples method
2. Market Price method
3. Discounted Cash Flows method
4. Net Asset Value method

It should be understood that the valuation of any business or its assets is inherently imprecise and is subject to certain uncertainties and contingencies, all of which are difficult to predict and are beyond our control. In performing our analysis, we made numerous assumptions with respect to industry performance and general business and economic conditions, many of which are beyond the control of the Company/ Target Business. In addition, this valuation will fluctuate with changes in prevailing market conditions, the conditions and prospects, financial and otherwise, of the Target Business, and other factors which generally influence the valuation of companies and their assets.

The application of any particular method of valuation depends on the purpose for which the valuation is done. Although different values may exist for different purposes, it

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Chartered Accountants
1st Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai 400 011. India.

cannot be too strongly emphasized that a Valuer can only arrive at one value for one purpose. Our choice of methodology of valuation has been arrived at using usual and conventional methodologies adopted for Proposed Transfer of a similar nature and our reasonable judgment, in an independent and bona fide manner based on our previous experience of assignments of a similar nature.

Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple method

Under this method, value of the Target Business is arrived at by using multiples derived from valuations of comparable companies, as manifest through stock market valuations of listed companies. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation. Relevant multiples need to be chosen carefully and adjusted for differences between the circumstances.

We have screened and analysed comparable companies listed in India having business operations similar to Target Business. However, we have not considered the comparable companies method as the Target Business is specific to one particular plant which is not directly comparable to any listed companies. The listed companies have a portfolio of plants which are currently at different stages of operations. Similarly, many of them run on alternate source of fuel as well. However, for the limited purpose of computing WACC, we have considered beta and debt equity ratio of companies with similar business profile to that of Target Business in India.

We have analyzed recent transactions in the power industry to ascertain their comparability with the Target Business. However, we have not considered comparable transaction method for the Valuation due to non-availability of complete details on comparable transactions in public domain. Further, before considering any comparable transaction it is necessary to understand the different purpose of investment, transaction rationale and synergy benefits etc., since different control premiums and minority discounts may be embedded in transaction values.

Market Price Method

The market price of an equity share as quoted on a stock exchange is normally considered as the value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded in. Though APL is a listed entity, we are valuing the Target Business (part of the listed company) and therefore, the market price cannot be specifically attributed to the Target Business. Hence this method has not been considered for valuation of Target Business.



Discounted Cash Flows ("DCF") Method

Discounted Cash Flow Method ("DCF Method") is a form of the income approach that is commonly used to value businesses or equity interests.

Under the DCF method, the projected free cash flows to the business are discounted at the weighted average cost of capital. The sum of the discounted value of such free cash flows is the value of the business.

Discounted cash flow methodology typically requires the forecast period to be of such a length to enable the business to achieve a stabilized level of earnings, or to be reflective of an entire operation cycle for more cyclical industries.

The rate at which the future cash flows are discounted ("the discount rate") should reflect not only the time value of money, but also the risk associated with the business' future operations. The discount rate employed is Weighted Average Cost of Capital ("WACC") reflecting an optimal as opposed to actual financing structure.

We have applied the DCF method for valuing the Target Business on a standalone basis using past trends, longer term forecasts based on past and current financial trends and general economy and industry outlook. The DCF method incorporates all factors relevant to business e.g., current and future competitive position, financial and business risks, etc., where the estimated cash flows of the business used for valuation take cognizance of these factors.

Using the DCF analysis involves determining the following:

Estimating future free cash flows:

Free cash flows are the cash flows expected to be generated by the Target Business that are available to all providers of the company's capital – both debt and equity.

Appropriate discount rate to be applied to cash flows i.e. the cost of capital.

This discount rate, which is applied to the free cash flows, should reflect the opportunity cost to all the capital providers (namely shareholders and lenders), weighted by their relative contribution to the total capital of the company. The opportunity cost to the equity capital provider equals the rate of return the capital provider expects to earn on other investments of equivalent risk.

We have considered the forecast free cash flow of Target Business based on Management Business Plan as provided by the Management. We must emphasize that realisations of free cash flow forecast will be dependent on the continuing validity of assumptions on which they are based. Our analysis, therefore, will not, and cannot be directed to providing any assurance about the achievability of the final projections. Since the financial forecasts relate to future, actual results are likely to be different from the projected results because events and circumstances do not occur as expected, and the differences may be material. While carrying out this engagement, we have relied extensively on historical information made available to us by the Management and the Management Business Plan for future related information. We did not carry out any validation procedures or due diligence with respect to the information provided/

B S R & Associates LLP
1st Floor,
Lodha Excelus,
Apollo Mills Compound,
N.M. Joshi Marg,
Mahalaxmi,
Mumbai-400 011.
India
Chartered Accountants

extracted or carry out any verification of the assets or comment on the achievability and reasonableness of the assumptions underlying the Management Business Plan, save for satisfying ourselves to the extent possible that they are consistent with other information provided to us in the course of this engagement.

Detailed working of DCF has been provided separately.

To arrive at the net value of the Target Business, the value arrived under DCF method is adjusted for the value of borrowings and cash and cash equivalents.

Net Asset Value (NAV) Method

The asset based valuation technique is based on the value of the underlying net assets of the business, either on a book value basis or realizable value basis or replacement cost basis. Under the Net Asset Value approach, total value is based on tho sum of book values as recorded on the balance sheet of the Undertakings as on the Valuation Date.

We have not used Net Asset Value method for valuing the Target Business as net worth may not be representative of the ongoing value of the operating business.

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VALUATION SUMMARY

The basis of transfer of the Target Business have to be determined after taking into consideration all the factors and methodologies mentioned hereinabove.

Our understanding is that the Proposed Transfer is an internal transfer to the subsidiary of APL only. In light of this, the final shareholders being remaining the same, there is no loss of economic interest to any of the shareholders.

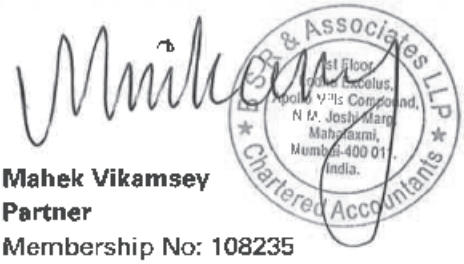
Based on the factors discussed and outlined above, the valuation of the Target Business for the purpose of transfer is as follows:

Enterprise value of the Plant	**224,748**
Less: Debt	(217,718)
Less: Debt like Items	(9,347)
Add: Cash and cash equivalents	3,376
Value of Plant post Debt & Cash	**1,060**

Figures in INR mn

Respectfully submitted.

For B S R & Associates LLP
Chartered Accountants
Firm Registration No: 116231W



Mahek Vikamsey
Partner
Membership No: 108235
Dated: 6 June 2017

FAIRNESS OPINION

JM FINANCIAL

STRICTLY CONFIDENTIAL

June 6, 2017

The Board of Directors,
Adani Power Limited
Achalraj,
Opposite Mayor Bungalow, Law Garden
Ahmedabad - 380 006, Gujarat, India

Ladies / Gentlemen:

We refer to the engagement letter dated May 24, 2017 ("**Engagement Letter**") whereby Adani Power Limited ("**Transferor Company**" or "**APL**" or "**Company**") has engaged JM Financial Institutional Securities Limited ("**JM Financial**"), *inter alia*, to provide a fairness opinion to the Company on the valuation report dated June 6, 2017 ("**Valuation Report**") issued by B S R & Associates LLP (the "**Valuer**") for the proposed transfer and vesting of Mundra Power Generating Undertaking (as defined below) to Adani Power (Mundra) Limited ("APML" or "Transferee Company") as a going concern on slump exchange basis vide a scheme of arrangement under the provisions of Sections 230 to Section 232 and other applicable provisions of the Companies Act, 2013 ("**Proposed Scheme**"). We understand that the Proposed Scheme will be considered by the Board of Directors of APL.

Company Background and Purpose

APL is a public limited company incorporated under the Companies Act 1956. The Company is, *inter alia*, primarily engaged in the business of generating power. The equity shares of the Company ("**Equity Shares**") are listed on the BSE Limited ("**BSE**") and the National Stock Exchange of India Limited ("**NSE**" and together with the BSE, the "**Stock Exchanges**").

APML is a public limited company incorporated under the provisions of the Companies Act, 2013. The Transferee Company is, *inter alia*, engaged in the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. The Transferor Company along with its wholly owned subsidiary, Adani Power (Jharkhand) Limited, holds 100% of the paid-up equity share capital of the Transferee Company (the Transferor Company and Adani Power (Jharkhand) Limited hold 99% and 1%, respectively, in the paid-up equity share capital of the Transferee Company).

The Company has appointed the Valuer to determine the valuation of Mundra Power Generating Undertaking ("**Valuation**") and has in terms of the Engagement Letter requested us to examine the Valuation Report issued by the Valuer and other related information provided by the Company and issue our independent opinion as to the fairness of the Valuation ("**Fairness Opinion**") as per the requirements of the SEBI circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ("**SEBI Circular**").

All terms not specifically defined in this Fairness Opinion shall carry the same meaning as in the Proposed Scheme.

Brief Background of the Proposed Scheme

The Transferor Company has set-up and commissioned 4,620 MW thermal power plant in the multi product Special Economic Zone at Mundra, District Kutch, Gujarat being developed by Adani Ports and Special Economic Zone Limited. Pursuant to the approval granted by the Government of India, Ministry

JM Financial Institutional Securities Limited
Corporate Identity Number : U65192MH1995PLC092522
7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025.
T: +91 22 6630 3030, 6630 3115 (D). F: +91 22 6630 3330 www.jmfl.com

of Commerce & Industry, Department of Commerce, the 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 (**"Mundra Power Generating Undertaking"**).

APL under the Proposed Scheme is desirous of transferring Mundra Power Generating Undertaking to APML as a "going concern" on a slump exchange basis under the proposed Scheme of Arrangement for a lump sum consideration in the form of issuance of equity shares by the Transferee Company to the Transferor Company.

The Transferor Company was originally envisaged to be a power generating company but over the period, it has two distinct activities, i.e. investments and power generation. The Transferor Company proposes to separate the two by effecting slump exchange of its Mundra Power Generating Undertaking on a going concern basis to the Transferee Company in order to enhance the focus of the two distinct activities.

Separation of the Mundra Power Generating Undertaking into the Transferee Company will also put it at par with the other operating subsidiaries of the Transferor Company, with independent strategic focus and specific financial arrangements.

The proposed transfer under the scheme will also create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

We understand that the consideration at which the Mundra Power Generating Undertaking is proposed to be transferred under the Scheme is determined to be Rs. 106 crore which shall be discharged by way of issuance of equity shares by the Transferee Company to the Transferor Company.

Source of Information

For the said examination and for arriving at the opinion set forth below, we have received:

1. Valuation Report issued by the Valuer;
2. Draft of the Proposed Scheme;
3. Projected cash flows for the Mundra Power Generating Undertaking (Management Business Plan); and
4. Necessary explanations and information from the representatives of APL.

Scope Limitations

We have assumed and relied upon, without independent verification, the accuracy and completeness of all information that was publicly available or provided or otherwise made available to us by the Company for the purposes of this Fairness Opinion. We express no opinion and accordingly accept no responsibility with respect to or for such information, or the assumptions on which it is based. We have not assumed any obligation to conduct, nor have we conducted any physical inspection or title verification of the properties or facilities of the Company & APML and neither express any opinion with respect thereto nor accept any responsibility therefore. We have not made any independent valuation or appraisal of the assets or liabilities of the Company or APML, nor have we been furnished with any such appraisals. We have not reviewed any internal management information statements or any non-public reports, and

instead, with your consent, have relied upon information that was publicly available or provided or otherwise made available to us by the Company & APML for the purposes of this Fairness Opinion. We are not experts in the evaluation of litigation or other actual or threatened claims and accordingly we have not evaluated any litigation or other actual or threatened claims. In addition, we have assumed that the Proposed Scheme will be approved by regulatory authorities and that the Proposed Scheme will be consummated substantially in accordance with the terms set forth in the Proposed Scheme. We have assumed that there are no other contingent liabilities or circumstances that could materially affect the business or financial prospects of the Company or APML, other than those disclosed in the information provided or considered in the Proposed Scheme.

We understand that the management of the Company and, during our discussion with them, would have drawn our attention to all such information and matters which may have an impact on our analysis and opinion. We have assumed that in the course of obtaining necessary regulatory or other consents or approvals for the Proposed Scheme, no restrictions will be imposed or there will be no delays that will have a material adverse effect on the benefits of the Proposed Scheme that may have been contemplated. Our opinion is necessarily based on financial, economic, market and other conditions as they currently exist and on the information made available to us as of the date hereof. It should be understood that although subsequent developments may affect this opinion, we do not have an obligation to update, revise or reaffirm this opinion. In arriving at our opinion, we were not authorized to solicit, and did not solicit, interest from any party with respect to the acquisition, business combination or other extraordinary transaction involving the Company or any of its assets, nor did we negotiate with any other party in this regard.

In the ordinary course of business, the JM Financial group is engaged in securities trading, securities brokerage and investment activities, as well as, providing investment banking and investment advisory services. In the ordinary course of its trading, brokerage and financing activities, any member of the JM Financial group may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities or senior loans of any company that may be involved in the Proposed Scheme.

We express no opinion whatsoever and make no recommendation at all as to the Company's underlying decision to effect the Proposed Scheme or as to how the holders of equity shares or secured or unsecured creditors of Company should vote at their respective meetings held in connection with the Proposed Scheme. We do not express and should not be deemed to have expressed any views on any other terms of the Proposed Scheme. We also express no opinion, and accordingly, accept no responsibility for or as to the price at which the equity shares of Company will trade following the announcement of the Proposed Scheme or as to the financial performance of the Company or APML following the consummation of the Proposed Scheme. We express no opinion whatsoever and make no recommendations at all (and accordingly take no responsibility) as to whether shareholders / investors should buy, sell or hold any stake in the Company or any of its related parties (holding company / subsidiary /associates etc).

Conclusion

Based on the fact that the transaction involves a slump exchange of the business undertaking from APL into APML (APL along with its wholly owned subsidiary owns 100% of the equity share capital of APML) and our examination of the Valuation Report, such other information / undertakings / representations provided to us by the Company and our independent analysis and evaluation of such information and subject to the scope limitations as mentioned hereinabove and to the best of our

knowledge and belief, we are of the opinion that the consideration value of Rs. 106 crore determined for the transfer of the Mundra Power Generating Undertaking is fair.

Distribution of the Fairness Opinion

The Fairness Opinion is addressed to the Board of Directors of the Company solely for the purpose of providing them with an independent opinion on the fairness of the Valuation as determined by the Valuer and for the purpose of submission to the Stock Exchanges, National Company Law tribunal along with the petition for the Proposed Scheme and such other applicable regulatory authorities under SEBI Circular and/ or the Companies Act, 2013. The Fairness Opinion shall not be disclosed or referred to publicly or to any other third party, other than as required by Indian law (in which case you would provide us a prior written intimation) without our prior written consent. The Fairness Opinion should be read in totality and not in parts. Further, this Fairness Opinion should not be used or quoted for any purpose. If this Fairness Opinion is used by any person other than to whom it is addressed or for any purpose other than the purpose stated hereinabove, then, we will not be liable for any consequences thereof. In no circumstances however, will JM Financial or its directors, officers, employees and controlling persons of JM Financial accept any responsibility or liability including any pecuniary or financial liability to any third party. Neither this Fairness Opinion nor its contents may be referred to or quoted to / by any third party, in any registration statement, prospectus, offering memorandum, annual report, loan agreement or any other agreement or documents given to third parties.

Yours truly,

For **JM Financial Institutional Securities Limited**

Authorized Signatory

OBSERVATION LETTER FROM BSE

DCS/AMAL/MR/R37/865/2017-18 July 14, 2017

The Company Secretary
ADANI POWER LTD.
Shikhar near Adani House,
Mithakhali Six Roads, Navrangpura,
Ahmedabad, Gujarat, 380009

Sir,

Sub: Observation letter regarding the Draft Scheme arrangement between Adani Power and Adani Power (Mundra) Limited.

We are in receipt of Draft Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors filed as required under SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017; SEBI vide its letter dated July 14, 2017, has inter alia given the following comment(s) on the draft scheme of arrangement:

- **Company shall ensure that applicable information pertaining to unlisted entity APML is included in the format specified for abridged prospectus as specified in the circular.**
- **"Company shall duly comply with various provisions of the Circulars."**
- **"Company shall ensure that additional information, if any, submitted by the Company, after filing the Scheme with the Stock Exchange, from the date of receipt of this letter is displayed on the websites of the listed company."**
- **"Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT."**
- **"It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments / observations / representations."**

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website.
- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble NCLT.

Kindly note that as required under Regulation 37(3) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the validity of this Observation Letter shall be six months from the date of this Letter, within which the scheme shall be submitted to the NCLT. Further, pursuant to the above SEBI circulars, upon sanction of the Scheme by the Hon'ble NCLT, the listed company shall submit to the stock exchange the following:

- Copy of the NCLT approved Scheme;
- Result of voting by shareholders for approving the Scheme;

- Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
- Copy of the observation letter issued by all the Stock Exchanges where Company is listed.

- Status of compliance with the Observation Letter/s of the stock exchanges;
- The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
- Complaints Report as per Annexure II of this Circular.
- Any other document/disclosure as informed by the Exchange.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,

Nitin Pujari
Manager

OBSERVATION LETTER FROM NSE

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

Ref: NSE/LIST/12051

July 14, 2017

The Company Secretary
Adani Power Limited
Shikhar, Near Adani House,
Mithakhali Six Roads, Navrangpura,
Ahmedabad – 380009

Kind Attn: Mr. Deepak Pandya

Dear Sir,

Sub: Observation letter for Scheme of Arrangement between Adani Power Limited (Transferor Company) and Adani Power (Mundra) Limited (Transferee Company) and their respective shareholders & creditors.

This has reference to Scheme of Arrangement between Adani Power Limited (Transferor Company) and Adani Power (Mundra) Limited (Transferee Company) and their respective shareholders & creditors submitted to NSE on June 12, 2017.

Based on our letter reference no Ref: NSE/LIST/12493 submitted to SEBI and pursuant to SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, SEBI has vide letter dated July 14, 2017, has given following comments on the draft Scheme of Amalgamation:

1. *Company to ensure that applicable information pertaining to unlisted entity APML is included in the format specified for abridged prospectus as specified in the circular.*

2. *Company to ensure that additional information, if any, submitted after filing the scheme with the Stock Exchanges, shall be displayed from the date of receipt of this letter on the website of the listed company.*

3. *Company shall duly comply with various provisions of the circulars.*

4. *Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT.*

5. *It is to be noted that the petitions are filed by the Company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments /observations /representations.*

Based on the draft scheme and other documents submitted by the Company, including undertaking given in terms of regulation 11 of SEBI (LODR) Regulation, 2015, we hereby convey our "No-objection" in terms of regulation 94 of SEBI (LODR) Regulation, 2015, so as to enable the Company to file the draft scheme with the National Company Law Tribunal.

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Listing Regulations, Guidelines/ Regulations issued by statutory authorities.

1.

Regd. Office: Exchange Plaza, Plot No. C/1, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051, India.
CIN: U67120MH1992PLC069769 • Tel: +91 22 26598100 / 66418100 • Fax: +91 22 26598120 Web site: www.nseindia.com

The validity of this "Observation Letter" shall be six months from July 14, 2017, within which the Scheme shall be submitted to the NCLT. Further pursuant to the above cited SEBI circulars upon sanction of the Scheme by NCLT, you shall submit to NSE the following:

a) Copy of Scheme as approved by the NCLT;
b) Result of voting by shareholders for approving the Scheme;
c) Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme,
d) Status of compliance with the Observation Letter/s of the stock exchanges.
e) The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
f) Complaints Report as per SEBI Circular No.CFD/DIL3/CIR/2017/21 dated March 10, 2017.

Yours faithfully,
For National Stock Exchange of India Limited

Kautuk Upadhyay
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL http://www.nseindia.com/corporates/content/further_issues.htm

COMPLAINT REPORTS SENT TO BSE AND NSE

adani

10th July, 2017

BSE Limited
Floor 25, P J Towers,
Dalal Street,
Mumbai – 400 001
Scrip Code: 533096

Sub: Application for grant of approval under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Ref: Complaints Report as per SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017

Dear Sir,

This is in reference to our application under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for the proposed Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors ("Scheme").

Please find enclosed herewith details of Complaints received by the Company on the draft Scheme during the 21 days period from the date of filling of draft Scheme with Stock Exchanges (12th June, 2017) and hosting of draft Scheme along with other documents on the website of the Company (13th June, 2017) and the BSE Limited (14th June, 2017) i.e. upto 5th July, 2017.

Kindly take the same on your record and provide us necessary "No Objection" at the earliest to enable us to file the Scheme of Arrangement with National Company Law Tribunal, Bench at Ahmedabad.

Thanking you,

Yours faithfully,
For, **Adani Power Limited**

Adani power Ltd.

Deepak Pandya
Company Secretary & Compliance Officer

Encl: a/a

Adani Power Ltd
Achalraj
Opp. Mayor Bunglow, Law Garden,
Ahmedabad - 380 006
Gujarat, India
CIN: L40100GJ1996PLC030533

Tel +91 79 2555 7555
Fax +91 79 2555 7177
info@adani.com
www.adani.com

Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India

adani

Complaints Report

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by stock exchanges	Nil
3.	Total Number of complaints / comments received (1+2)	Nil
4.	Number of complaints resolved	Not Applica ble
5.	Number of complaints pending	Not Applica ble

Part B

Sr. No.	Name of complainant	Date of Complaint	Status(Resolved/Pending)
1.	Not Applicable		

For, **Adani Power Limited**

Deepak Pandya
Company Secretary & Compliance Officer

Date: 10th July, 2017
Place: Ahmedabad

Adani Power Ltd
Achalraj
Opp. Mayor Bunglow, Law Garden,
Ahmedabad – 380 006
Gujarat, India
CIN: L40100GJ1996PLC030533

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Fax +91 79 2555 7177
info@adani.com
www.adani.com

Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India

adani

11th July, 2017

National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051

Scrip Code: ADANIPOWER

Sub: Application for grant of approval under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Ref: Complaints Report as per SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017

Dear Sir,

This is in reference to our application under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for the proposed Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors ("Scheme").

Please find enclosed herewith details of Complaints received by the Company on the draft Scheme during the 21 days period from the date of filling of draft Scheme with Stock Exchanges (12th June, 2017) and hosting of draft Scheme along with other documents on the website of the Company (13th June, 2017) and National Stock Exchange of India Limited (19th June, 2017) i.e. upto 10th July, 2017.

Kindly take the same on your record and provide us necessary "No Objection" at the earliest to enable us to file the Scheme of Arrangement with National Company Law Tribunal, Bench at Ahmedabad.

Thanking you,

Yours faithfully,
For, **Adani Power Limited**

Adani Power Ltd

Deepak Pandya
Company Secretary & Compliance Officer

Encl: a/a

Adani Power Ltd
Achalraj
Opp. Mayor Bunglow, Law Garden,
Ahmedabad – 380 006
Gujarat, India
CIN: L40100GJ1996PLC030533

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Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India

Complaints Report

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by stock exchanges	Nil
3.	Total Number of complaints / comments received (1+2)	Nil
4.	Number of complaints resolved	Not Applicable
5.	Number of complaints pending	Not Applicable

Part B

Sr. No.	Name of complainant Date of Complaint	Status(Resolved/Pending)
1.	Not Applicable	

For, **Adani Power Limited**

Deepak Pandya
Company Secretary & Compliance Officer

Date: 11th July, 2017
Place: Ahmedabad

Adani Power Ltd
Achalraj
Opp. Mayor Bunglow, Law Garden,
Ahmedabad – 380 006
Gujarat, India
CIN: L40100GJ1996PLC030533

Tel +91 79 2555 7555
Fax +91 79 2555 7177
info@adani.com
www.adani.com

Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India

SUMMARY OF VALUATION REPORT INCLUDING THE BASIS OF VALUATION

ANNEXURE - 'L'
92

SUMMARY OF VALUATION REPORT INCLUDING THE BASIS OF VALUATION

Adani Power Limited	Adani Power (Mundra) Limited
Registered Office: Shikhar, Nr. Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009 C.N: L40100GJ1996PLC030533	Registered Office: Adani House, Nr. Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009 CIN: U40300GJ2015PLC082295

Background:

- Adani Power Limited ("Transferor Company") is engaged in the business of generating power and for the said purpose has set-up and commissioned 4,620 MW thermal power plant (comprising of 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, Gujarat and for specified end use of the 6 units out of the aforesaid 9 units, the Government of India has allocated Jitpur coal block located in the State of Jharkhand to the Transferor Company. The aforesaid business activities are hereinafter referred to as "Mundra Power Generation Business".

- Adani Power (Mundra) Limited ("Transferor Company") has been incorporated with an object to, inter alia, carry on the business of generation, distribution and supply of and to generally deal in electricity through itself and its subsidiaries/associates. Presently, no business is being carried out by the Transferee Company.

- The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to the distinct activities.

- Accordingly, the Scheme under Sections 230 to 232 read with Sections 13, 52, 61 and 66 of the Act (as defined hereinafter) and other relevant provisions of the Act for the transfer and vesting of the Mundra Power Generation Undertaking of the Transferor Company to the Transferee Company with effect from the Appointed Date i.e. 31st March, 2017, as a going concern on a Slump Exchange basis; reduction of securities premium account of the Transferor Company; increase in the authorised share capital of the Transferee Company; and for matters

Adani power Ltd.

ADANI POWER (MUNDRA) LTD.

consequential, incidental, supplemental and/or otherwise integrally connected therewith.

Basis of Valuation:

- B S R & Associates LLP, independent chartered accountants had carried out valuation on the basis of Net Asset Value (NAV) Method, Discounted Cash Flows (DCF) Method, Market Price Method and Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple Method in arriving at the valuation of Mundra Power Generating Business Undertaking of the Transferor Company for INR 106 Crores.

- Based on the valuation report, the Board of Directors approved the lump sum consideration of INR 105 Crores and vesting of Mundra Power Generating Business Undertaking to the Transferee Company.

Fairness Opinion:

- JM Financial Institutional Securities Limited, a category I Merchant Banker has concluded that the lump sum consideration of INR 106 Crores in respect of Mundra Power Generating Business Undertaking of Transferor Company is fair.

For, Adan Power Limited

Vneet S Jaain
Whole Time Director

For, Adani Power (Mundra) Limited

Rajiv Kumar Rustagi
Chairman and Director

Date: 15th July, 2017
Place: Ahmedabad

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REPORT ADOPTED BY THE BOARD OF DIRECTORS OF ADANI POWER LIMITED AT ITS MEETING HELD ON TUESDAY, 6TH DAY OF JUNE, 2017 EXPLAINING THE EFFECT OF SCHEME OF ARRANGEMENT ON EQUITY SHAREHOLDERS, SECURED / UNSECURED CREDITORS, KEY MANAGERIAL PERSONNEL, PROMOTERS, NON-PROMOTERS SHAREHOLDERS

1. **Background**

1.1. The proposed Scheme of Arrangement for slump exchange of Mundra Power Generation Undertaking situated at Mundra, Gujarat by Adani Power Limited ('Transferor Company') to its subsidiary company namely, Adani Power (Mundra) Limited ('Transferee Company') and their respective shareholders and creditors ('the Scheme') was approved by the Board of Directors of the Transferor Company vide resolution dated 6th day of June 2017. Provisions of Section 232(2)(c) of the Companies Act, 2013 requires the Directors to adopt a report explaining the effect of arrangement on equity shareholders, key managerial personnel (KMPs), promoters and non-promoter shareholders of the Transferor Company laying out in particular the share exchange ratio and the same is required to be circulated to the equity shareholders.

1.2. This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Companies Act, 2013.

1.3. The Board of Directors took note of the following:

1.3.1. Draft Scheme duly initialed by the Company Secretary for the purpose of identification;

1.3.2. Valuation Report dated 6th day of June 2017 of BSR & Associates LLP, (the "Valuer"), independent chartered accountants describing the methodology adopted by them in arriving at the valuation of Mundra Power Generation Undertaking ("Valuation Report");

1.3.3. Fairness Opinion dated 6th day of June 2017 prepared by JM Financial Institutional Securities Limited, a Category I Merchant Banker, providing the Fairness Opinion on the valuation of Mundra Power Generation Undertaking ("Fairness Opinion") as recommended by the Valuer;

1.3.4. Report of the Audit Committee of the Board of Directors of the Transferor Company dated 6th day of June 2017;

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Adani Power Ltd

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1.3.5. Summary of the Valuation Report along with the basis of such valuation.

2. Effect of the Scheme on shareholders, key managerial personnel, promoters and non-promoter shareholders

2.1. Under the Scheme, an arrangement is sought to be entered into between the Transferor Company and its equity shareholders (promoter shareholders and non-promoter shareholders). On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

2.2 In respect of the Scheme, an arrangement is sought to be entered into between the Transferor Company and its creditors though no liabilities of the creditors of the Transferor Company is being reduced or being extinguished under the Scheme.

2.3. As on date, the Transferor Company has no outstanding towards any public deposits and therefore, the effect of the Scheme on any such public deposit holders or deposit trustees do not arise.

2.4. Under the Scheme, no arrangement is sought to be entered into between the Transferor Company and its debenture holders (unsecured). No rights of the debenture holders of the Transferor Company are being affected pursuant to the transfer of Mundra Power Generation Undertaking. The debenture trustees appointed for the different series of debentures shall continue to remain the debenture trustees.

2.5. Under clause 9 of Part II of the Scheme, on and from the Effective Date, the Transferee Company undertakes to engage the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, on the same terms and conditions on which they are engaged by the Transferor Company without any interruption of service and in the same manner as provided under clause 9 of Part II of the Scheme. In the circumstances, the rights of the Mundra Power Generating Employees of the Transferor Company, engaged in or in relation to the Mundra Power Generation Undertaking, would in no way be affected by the Scheme. Further, the employees engaged in the Remaining Business of the Transferor Company shall continue to be the employees of the Transferor Company.

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2.6. There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferor Company.

2.7. Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferor Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent of the equity shares held by them in the Transferor Company and/or to the extent of their shareholding as nominees in the Transferee Company and/or to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme. The individual shareholding of each of the said Directors, Key Managerial Personnel and their respective relatives, is less than 2% of the paid-up share capital of the Transferor Company.

3. Valuation:

3.3. BSR & Associates LLP (the "Valuer"), independent chartered accountants had carried out valuation on the basis of Net Asset Value (NAV) Method, Discounted Cash Flows (DCF) Method, Market Price Method and Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple Method in arriving at the valuation of Mundra Power Generation Undertaking of the Transferor Company for INR 106 Crores.

Based on the valuation report, the Board of Directors approved the lump sum consideration of INR 106 Crores and vesting of Mundra Power Generation Undertaking to the Transferee Company.

3.4. No special valuation difficulties were reported.

By order of the Board
For Adani Power Limited

Gautam S. Adani
Chairman

Date: 06.06.2017

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REPORT ADOPTED BY THE DIRECTOR OF ADANI POWER (MUNDRA) LIMITED

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REPORT ADOPTED BY THE BOARD OF DIRECTORS OF ADANI POWER (MUNDRA) LIMITED AT ITS MEETING HELD ON TUESDAY, 6TH DAY OF JUNE, 2017 EXPLAINING THE EFFECT OF SCHEME OF ARRANGEMENT ON EQUITY SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS, NON-PROMOTERS SHAREHOLDERS

1. Background

1.1. The proposed Scheme of Arrangement for slump exchange of Mundra Power Generation Undertaking situated at Mundra, Gujarat by Adani Power Limited ('Transferor Company') to Adani Power (Mundra) Limited ('Transferee Company') and their respective shareholders and creditors ('the Scheme') was approved by the Board of Directors of the Transferor Company vide resolution dated 6th day of June 2017. Provisions of Section 232(2)(c) of the Companies Act, 2013 requires the Directors to adopt a report explaining the effect of arrangement on equity shareholders, key managerial personnel (KMPs), promoters and non-promoter shareholders of the Transferee Company laying out in particular the share exchange ratio and the same is required to be circulated to the equity shareholders.

1.2. This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Companies Act, 2013.

1.3. The Board of Directors took note of the following:

1.3.1. Draft Scheme duly initialed by the Company Secretary for the purpose of identification;

1.3.2. Valuation Report dated 6th day of June 2017 of BSR & Associates LLP, (the "Valuer"), Independent chartered accountants describing the methodology adopted by them in arriving at the valuation of Mundra Power Generation Undertaking ("Valuation Report");

1.3.3. Fairness Opinion dated 6th day of June 2017 prepared by JM Financial Institutional Securities Limited, a Category I Merchant Banker, providing the Fairness Opinion on the valuation of Mundra Power Generation Undertaking ("Fairness Opinion") as recommended by the Valuer;

1.3.4. Report of the Audit Committee of the Board of Directors of the Transferee Company dated 6th day of June 2017;

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1.3.5. Summary of the Valuation Report along with the basis of such valuation.

2. Effect of the Scheme on shareholders, key managerial personnel, promoters and non-promoter shareholders

2.1. Under the Scheme, an arrangement is sought to be entered into between the Transferee Company and its equity shareholders. On the Effective Date and as enumerated in Section 4 of Part II of the Scheme, the Transferee Company shall issue and allot equity shares to the Transferor Company.

2.2. Under the Scheme there is no arrangement with the creditors of the Transferee Company. The liability of the creditors of the Transferee Company, under the Scheme, is neither being reduced nor being extinguished. The creditors of the Transferee Company would not be prejudicially affected by the Scheme.

2.3. As on date, the Transferee Company has no outstanding towards any public deposits or debentures and therefore, the effect of the Scheme on any such public deposit holders or debenture holders or deposit trustees or debenture trustees do not arise.

2.4. The rights of the employees of the Transferee Company are in no way affected by the Scheme. The employees engaged by the Transferee Company shall continue to be employed by the Transferee Company.

2.5. There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of the Transferee Company.

2.6. Further, none of the Directors, Key Managerial Personnel (as defined under the Companies Act, 2013 and Rules framed thereunder) of the Transferee Company and their respective relatives (as defined under the Companies Act, 2013 and Rules framed thereunder) have any interest in the Scheme except to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the directors, members of the company that hold shares in the Transferor Company. Save as aforesaid, none of the said Directors, Key Managerial Personnel have any material interest in the Scheme.

3. Valuation:

3.1. BSR & Associates LLP (the "Valuer"), independent chartered accountants had carried out valuation on the basis of Net Asset

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Value (NAV) Method, Discounted Cash Flows (DCF) Method, Market Price Method and Comparable Companies' Multiple (CCM) / Comparable Transactions Multiple Method in arriving at the valuation of Mundra Power Generation Undertaking of the Transferor Company for INR 106 Crores.

Based on the valuation report, the Board of Directors approved the lump sum consideration of INR 106 Crores and vesting of Mundra Power Generation Undertaking to the Transferee Company.

3.2. No special valuation difficulties were reported.

By order of the Board
For Adani Power (Mundra) Limited

Rajiv Rustagi
Chairman

Date: 06.06.2017

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AUDITED FINANCIAL RESULTS OF THE TRANSFEROR COMPANY FOR THE PERIOD ENDED 31ST MARCH 2017

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Haskins & Sells

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INDEPENDENT AUDITOR'S REPORT
TO THE BOARD OF DIRECTORS OF
ADANI POWER LIMITED

1. We have audited the accompanying Statement of Standalone Financial Results of **ADANI POWER LIMITED** ("the Company") for the year ended March 31, 2017 ("the Statement"), being submitted by the Company pursuant to the requirement of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as modified by Circular No. CIR/CFD/FAC/62/2016 dated July 05, 2016.

   This Statement, which is the responsibility of the Company's Management and approved by the Board of Directors, has been compiled from the related standalone Ind AS financial statements which has been prepared in accordance with the Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder ("Ind AS") and other accounting principles generally accepted in India. Our responsibility is to express an opinion on the Statement based on our audit of such standalone financial statements.

2. We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Statement is free from material misstatement.

   An audit involves performing procedures to obtain audit evidence about the amounts and the disclosures in the Statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the Statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of the accounting estimates made by the Management, as well as evaluating the overall presentation of the Statement.

   We believe that the audit evidence obtained by us is sufficient and appropriate to provide a basis for our audit opinion.

DELOITTE HASKINS & SELLS AHMEDABAD CHARTERED ACCOUNTANTS

3. In our opinion and to the best of our information and according to the explanations given to us and read along with emphasis of matter in paragraph 4 below, the Statement:

   (a) is presented in accordance with the requirements of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as modified by Circular No. CIR/CFD/FAC/62/2016 dated July 5, 2016; and

   (b) gives a true and fair view in conformity with the aforesaid Indian Accounting Standards and other accounting principles generally accepted in India of the net loss, total comprehensive loss and other financial information of the Company for the year ended March 31, 2017.

4. We draw attention to:

   (a) Note 7 to the Statement which describe the key sources of estimation uncertainties as at March 31, 2017 relating to the recoverability of the carrying amount of Property, Plant and Equipment of the Company.

   (b) Note 8 to the Statement. During the financial year ended March 31, 2017, the Company has incurred a loss (including exceptional items) of Rs.6,054.34 crores, and its current liabilities exceed its current assets by Rs.12,688.47 crores as at March 31, 2017. However, for the reasons stated in the note, the financial statements are prepared on going concern basis.

   Our opinion is not modified in respect of these matters.

5. The Statement includes the results for the Quarter ended March 31, 2017 being the balancing figure between audited figures in respect of the full financial year and the published year to date figures up to the third quarter, adjusted for the matter described in Note 6 to the Statement, of the current financial year which were subject to limited review by us.

For Deloitte Haskins & Sells
Chartered Accountants
(Registration No 117365W)

Kartikeya Raval

Kartikeya Raval
Partner
Membership No. 106189

Ahmedabad, 27 May, 2017

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ADANI POWER LIMITED

(CIN No : L40100GJ1996PLC030533)

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AUDITED FINANCIAL RESULTS FOR THE QUARTER AND YEAR ENDED 31st MARCH, 2017

(₹ in Crores)

Sr. No.	Particulars	Standalone				
		3 Months ended on 31.03.2017	3 Months ended on 31.12.2016	3 Months ended on 31.03.2016	For the year ended on 31.03.2017	For the year ended on 31.03.2016
		Refer Note 13	(Unaudited)	Refer Note 13	(Audited)	(Audited)
1	**Income**					
	(a) Revenue from Operations	3,165.46	2,547.13	3,802.44	11,017.97	12,875.27
	(b) Other Income	230.00	172.56	131.50	735.22	522.73
	Total Income	3,395.46	2,719.69	3,933.94	11,753.19	13,398.00
2	**Expenses**					
	(a) Fuel Cost	2,141.65	1,866.05	1,685.88	7,190.72	6,818.45
	(b) Purchase of goods in trade	489.07	346.24	501.31	1,266.26	1,366.45
	(c) Employee benefits expense	43.55	41.69	35.88	181.66	189.28
	(d) Finance Cost	821.49	784.84	741.03	3,101.56	2,951.19
	(e) Depreciation & amortisation expense	396.24	244.26	408.90	1,120.72	1,137.26
	(f) Other Expenses	285.35	259.25	261.31	1,121.90	974.77
	Total expenses	4,177.35	3,542.33	3,634.31	13,982.82	13,437.40
3	**Profit / (Loss) from Operations before exceptional items (1-2)**	(781.89)	(822.64)	299.63	(2,229.63)	(39.40)
4	Add / (Less) : Exceptional Items	(3,907.94)	-	-	(3,907.94)	-
5	**Profit / (Loss) before tax (3+4)**	(4,689.83)	(822.64)	299.63	(6,137.57)	(39.40)
6	Tax expense					
	- Current Tax	-	0.03	(0.30)	0.03	(0.30)
	- Deferred Tax	-	-	83.26	(83.26)	(135.64)
7	Net Profit / (Loss) after tax (5-6)	(4,689.83)	(822.67)	216.67	(6,054.34)	96.54
8	Other Comprehensive Income					
	Items that will not be reclassified to profit or loss	1.81	(0.06)	29.99	1.63	20.36
9	**Total Comprehensive Income / (Loss) (after tax) (7+8)**	(4,688.02)	(822.73)	246.66	(6,052.71)	116.90
10	Paid up Equity Share Capital (Face Value ₹ 10 per share)	3,856.94	3,500.89	3,333.94	3,856.94	3,333.94
11	Other Equity excluding revaluation reserve	-	-	-	816.39	5,690.26
12	Debenture Redemption Reserve	-	-	-	-	-
13	**Earnings / (Loss) Per Share (EPS) (₹) (Not annualised) (Face Value ₹ 10 per share)**					
	Basic & Diluted EPS (In ₹)	(12.83)	(2.37)	0.69	(17.48)	0.32
14	Debt Equity Ratio ("DER")				5.25	2.66
15	Debt Service Coverage Ratio ("DSCR")				0.54	1.13
16	Interest Service Coverage Ratio ("ISCR")				0.73	1.56



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ADANI POWER LIMITED STANDALONE AUDITED FINANCIAL RESULTS FOR THE QUARTER AND YEAR ENDED 31ST MARCH, 2017

1. The Statement of Assets and Liabilities:

(₹ in Crores)

Particulars	As at 31st March, 2017 (Audited)	As at 31st March, 2016 (Audited)
ASSETS		
(1) Non-current Assets		
(a) Property, Plant and Equipment	22,711.79	23,791.19
(b) Capital Work-In-Progress	68.48	38.92
(c) Other Intangible Assets	5.86	5.71
(d) Financial Assets		
(i) Investment	7,662.08	7,662.08
(ii) Trade Receivable	-	-
(iii) Loans	5,970.92	4,647.21
(iv) Other Non-Current Financial Assets	11.80	292.60
(e) Other Non-current Assets	1,481.66	1,508.85
Total Non-current Assets	**37,912.59**	**37,946.56**
(2) Current Assets		
(a) Inventories	1,084.83	830.86
(b) Financial Assets		
(i) Investments	78.31	-
(ii) Trade Receivables	1,918.92	5,234.53
(iii) Cash and Cash Equivalents	52.57	42.53
(iv) Bank balances other than (iii) above	285.06	386.97
(v) Loans	10.37	861.52
(vi) Other Financial Assets	126.77	17.85
(c) Other Current Assets	288.06	221.88
Total Current Assets	**3,844.89**	**7,596.14**
Total Assets	**41,757.48**	**45,542.70**
EQUITY AND LIABILITIES		
Equity		
(a) Equity Share Capital	3,856.94	3,333.94
(b) Other Equity	816.39	5,690.26
Total Equity	**4,673.33**	**9,024.20**
LIABILITIES		
(1) Non-current Liabilities		
(a) Financial Liabilities		
(i) Borrowings	17,227.41	14,719.81
(ii) Other Financial Liabilities	64.67	51.00
(b) Provisions	8.05	7.59
(c) Deferred Tax Liabilities (Net)	-	83.26
(d) Other Non-current Liabilities	3,250.65	3,621.77
Total Non-Current Liabilities	**20,550.78**	**18,483.43**
(2) Current Liabilities		
(a) Financial Liabilities		
(i) Borrowings	8,046.78	9,311.65
(ii) Trade Payables	4,363.19	3,698.37
(iii) Other Current Financial Liabilities	3,179.40	3,893.65
(b) Other Current Liabilities	939.65	1,127.31
(c) Provisions	4.35	4.09
Total Current Liabilities	**16,533.37**	**18,035.07**
Total Liabilities	**37,084.15**	**36,518.50**
Total Equity and Liabilities	**41,757.48**	**45,542.70**



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2. The above standalone results have been reviewed by the Audit Committee and approved by the Board of Directors in their meetings held on 27th May, 2017.

3. The financial results of the Company have been prepared in accordance with Indian Accounting Standards ("Ind AS") as notified under Companies (Indian Accounting Standards) Rules, 2015 as amended by the Companies (Indian Accounting Standards) Rules, 2016. The Company has adopted Ind AS from 1st April, 2016 with comparatives being restated. Accordingly the impact of transitions has been provided in the opening reserves as at 1st April, 2015 and all the comparable periods presented have been restated. The date of transition to Ind AS is 1st April, 2015.

   Reconciliation of profit / (loss) and Total Equity between Ind AS and previous GAAP for earlier periods and as at 31st March, 2016 are as under:

(₹ in Crores)

Sr. No.	Particulars	Profit Reconciliation		Equity Reconciliation
		3 Months ended on 31.03.2016	Year ended on 31.03.2016	As at 31.03.2016
	Net Profit / Total Equity under Previous GAAP	**357.96**	**5.62**	**8,914.18**
a)	Effect of Measurement of Financial liabilities at amortised cost	0.10	0.36	0.41
b)	Effect of Measuring Investment at fair value through Profit & Loss	-	(0.12)	-
c)	Effect of Measuring Derivative contracts at fair value	0.33	(0.05)	(1.48)
d)	Capital Overhauling costs recognised as Property, Plant and Equipment (PPE) (net)	5.34	9.26	9.26
e)	Effect of recognition of deferred tax assets / liabilities	(117.07)	101.83	101.83
f)	Employee benefits expense - Actuarial Loss reclassified under OCI	(29.99)	(20.36)	-
	Net Profit / Equity under Ind AS	**216.67**	**96.54**	**9,024.20**
g)	Other Comprehensive Income	29.99	20.36	-
	Total Comprehensive Income / Total Equity under IND AS	**246.66**	**116.90**	**9,024.20**

4. Further to the execution of a share purchase agreement with the owners of Korba West Power Company Limited ("KWPCL"), the acquisition of 100% stake in KWPCL is pending for necessary approval and consents.

5. Exceptional Item includes :

   i) Reversal of revenue in the nature of Compensatory Tariff of ₹ 3,619.49 crores recognised upto 31st March, 2016, pursuant to the order of the Hon'ble Supreme Court dated 11th April, 2017 (Refer Note 6 for further details).

   ii) Write off of advances given to Brakel Kinnaur Power Private Limited of ₹ 288.45 crores due to delay in initiation of underlying project for which the said advance was given.



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6. Pursuant to the Central Electricity Regulatory Commission ("CERC") order dated 21st February, 2014, the Company had recognized revenue in the nature of Compensatory Tariff ("CT") of ₹ 3,938.65 crores upto 31st December, 2016 in respect of a long term Power Purchase Agreement ("PPA") (Bid 2) of 1000 MW entered into with Gujarat Urja Vikas Nigam Limited ("GUVNL") and other long term PPAs of 1424 MW entered into with Haryana Utilities. In addition, the Company had also recognized CT of ₹ 426.19 crores upto 31st December, 2016 in respect of another long term PPA (Bid 1) of 1000 MW entered into with GUVNL.

   The said order was challenged in the Appellate Tribunal for Electricity ("APTEL"). The APTEL vide its order dated 7th April, 2016, had set aside the aforementioned CERC order and had held that the promulgation of Indonesian regulation constitute Force Majeure event which was contested in the Hon'ble Supreme Court. The Hon'ble Supreme Court, vide its order dated 11th April, 2017 has set aside the aforementioned APTEL order and has ruled that said event is neither Force Majeure nor Change in Law as per the terms of PPA and hence, does not entitle Company for CT. Consequently, the Company has derecognised its claim on account of CT of ₹ 4,364.84 crores recognized up to 31st December, 2016, out of which, of ₹ 3,619.49 crores (recognised upto 31st March, 2016) is shown as an exceptional item (refer note 5i) and ₹ 745.35 crores (recognised from 1st April, 2016 to 31st December, 2016) has been adjusted from the revenue from operations. Accordingly, the revenue from operations pertaining to quarter ending 31st December, 2016 has been restated by ₹ 344.28 crores.

   Further, the aforesaid order of the Hon'ble Supreme Court also held that the non-availability of domestic coal due to change in policy or Change in Law, in force in India, constitute Change in Law as per the terms of PPA. The Hon. Supreme Court directed the CERC to determine the relief under clause 13 of PPA. The Company has filed a petition with CERC to ascertain the relief that may be available to the Company.

7. The Company has determined the recoverable amounts of the Power Plants over its useful life under Ind AS 36, Impairment of Assets based on the estimates relating to tariff, operational performance of the Plants, life extension plans, market prices of coal and other fuels, exchange variations, inflation, terminal value etc. which are considered reasonable by the Management.

   On a careful evaluation of the aforesaid factors, the Management of the Company has concluded that the Recoverable Amounts of the Power Plants are higher than their carrying amounts as at 31st March, 2017.

8. For the financial year ended 31st March, 2017, the Company has incurred a loss of ₹ 6,054.34 crores and as at the year end, current liabilities (including ₹ 7,234.06 Crores to related parties) exceed current assets by ₹ 12,688.47 Crores. The Company expects to meet its financial obligations based on continued support from lenders, trade creditors as well as subsidiaries as may be required to sustain its operations on a going concern basis.

9. During the year, the Company has issued and allotted 52.30 Crores warrants at a price of ₹ 32.54 per Warrant to promoter group entities which have been converted into equivalent number of equity shares of ₹ 10 each at a premium of ₹ 22.54 per share on preferential basis under section 42 of the Companies Act, 2013 and other relevant SEBI Regulations.

10. The Ratios have been computed as per below:
    DER = Borrowings (excluding working capital borrowings) / Share holders' Fund
    DSCR = Earnings before Exceptional Items, Finance Cost, Depreciation and Tax / (Interest Expense on Long Term Borrowings + Long term loan repayment (net off realised forex loss) made during the year (excluding Inter Corporate Deposits))
    ISCR = Earning before Exceptional Items, Finance Cost, Depreciation and Tax / Interest Expense



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11. The Company's activities during the year revolve around power generation. Considering the nature of Company's business and operations, as well as based on reviews of operating results by the chief operating decision maker to make decisions about resource allocation and performance measurement, there is only one reportable segment in accordance with the requirements of Ind AS - 108 – "Operating Segments".

12. Pursuant to de-recognition of CT as referred in note 6, the figures for the year ended 31st March, 2017 are not fully comparable with the figures of corresponding previous year.

13. The figures for the quarter ended 31st March, 2017 are balancing figures between the audited figures in respect of full financial year and the published year to date figures up to the third quarter adjusted for the matter described in note 6.

For, Adani Power Limited

Gautam S. Adani
Chairman

Place: Ahmedabad
Date: 27th May, 2017

AUDITED FINANCIAL STATEMENT OF THE TRANSFEREE COMPANY FOR THE PERIOD ENDED 31ST MARCH 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Balance Sheet as at 31st March, 2017

Particulars	Notes	As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
ASSETS			
Non-current Assets			
(a) Other Non-current Assets	5	56,46,619	13,72,221
Total Non-current Assets		**56,46,619**	**13,72,221**
Current Assets			
(a) Financial Assets			
(i) Cash and Cash Equivalents	6	1,29,674	4,86,233
(ii) Bank balances other than (i) above	7	-	1,57,09,03,771
Total Current Assets		**1,29,674**	**1,57,13,90,004**
Total Assets		57,76,293	**1,57,27,62,225**
EQUITY AND LIABILITIES			
EQUITY			
(a) Equity Share Capital	8	5,00,000	5,00,000
(b) Other Equity	9	(10,93,703)	(4,09,337)
Total Equity		**(5,93,703)**	**90,663**
LIABILITIES			
Non-current Liabilities		-	-
Total Non-current Liabilities		-	-
Current Liabilities			
(a) Financial Liabilities			
(i) Borrowings	10	-	1,57,23,26,186
(ii) Other Current Financial Liabilities	11	63,65,305	64,307
(b) Other Current Liabilities	12	4,691	2,81,069
Total Current Liabilities		**63,69,996**	**1,57,26,71,562**
Total Liabilities		63,69,996	1,57,26,71,562
Total Equity and Liabilities		57,76,293	1,57,27,62,225

See accompanying notes to the financial statements

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193069

M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Statement of Profit and Loss for the year ended 31st March, 2017

Particulars	Notes	For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Other Income	13	4,27,43,989	1,37,22,205
Total Income		**4,27,43,989**	**1,37,22,205**
Expenses			
Finance Costs	14	4,33,48,718	1,40,53,468
Other Expenses	15	79,637	78,074
Total Expenses		**4,34,28,355**	**1,41,31,542**
Loss before tax		**(6,84,366)**	**(4,09,337)**
Tax Expense:			
Current Tax	16	-	-
Deferred Tax		-	-
		-	-
Loss after tax	**Total A**	**(6,84,366)**	**(4,09,337)**
Other Comprehensive Income			
Other Comprehensive Income		-	-
Other Comprehensive Income (After Tax)	**Total B**	-	-
Total comprehensive loss for the year / period	**Total (A+B)**	**(6,84,366)**	**(4,09,337)**
Earnings Per Equity Share (EPS)			
(Face Value ₹ 10 Per Share)			
Basic and Diluted EPS (₹)	19	(13.69)	(8.19)

See accompanying notes to the financial statements

in terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
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Rajiv Rustagi
Director
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M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Statement of changes in equity for the year ended 31st March, 2017

adani

A. Equity Share Capital

Particulars	No. Shares	(Amount in ₹)
Balance as at 1st April, 2015	-	-
Changes in equity share capital during the year :		
Issue of shares	50,000	5,00,000
Balance as at 31st March, 2016	**50,000**	**5,00,000**
Changes in equity share capital during the year :	-	-
Balance as at 31st March, 2017	**50,000**	**5,00,000**

B. Other Equity

(Amount in ₹)

Particulars	Reserves and Surplus	Total
	Retained Earnings	
Balance as at 1st April, 2015	-	-
Loss for the year	(4,09,337)	(4,09,337)
Other comprehensive income	-	-
Total Comprehensive Loss for the year	**(4,09,337)**	**(4,09,337)**
Balance as at 31st March, 2016	**(4,09,337)**	**(4,09,337)**
Balance as at 1st April, 2016	(4,09,337)	(4,09,337)
Loss for the year	(6,84,366)	(6,84,366)
Other comprehensive Income	-	-
Total Comprehensive Loss for the year	**(6,84,366)**	**(6,84,366)**
Balance as at 31st March, 2017	**(10,93,703)**	**(10,93,703)**

See accompanying notes to the financial statements

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193069

M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ADANI POWER (MUNDRA) LIMITED
(Previously known as Adani Power (Karnataka) Limited)
Statement of Cash Flow for the year ended 31st March, 2017

adani

Particulars	For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
(A) Cash flow from operating activities		
Loss before tax as per Statement of Profit and Loss	(6,84,365)	(4,09,337)
Adjustment for the year :		
Interest Income	(4,27,43,989)	(1,37,22,205)
Finance Costs	4,33,48,718	1,40,53,468
Operating loss before working capital changes	**(79,637)**	**(78,074)**
Changes in working capital:		
(Increase) / Decrease in Operating Activities		
Other Current Liabilities	(2,76,378)	2,81,069
Other Financial Liabilities	42,818	64,307
Total Change in Working Capital	**(2,33,560)**	**3,45,376**
Cash used in operations	**(3,13,197)**	**2,67,302**
Less : Tax Paid	(42,74,398)	(13,72,221)
Net cash used in operating activities (A)	**(45,87,595)**	**(11,04,919)**
(B) Cash flow from investing activities		
Bank deposits / margin money withdrawn / (placed) (net)	1,57,09,03,771	(1,57,09,03,771)
Interest received	4,27,43,989	1,37,22,205
Net cash generated from / (used in) investing activities (B)	**1,61,36,47,760**	**(1,55,71,81,566)**
(C) Cash flow from financing activities		
Proceeds from issue of Share Capital	-	5,00,000
(Repayment) / Proceeds from Short-term borrowings (net)	(1,57,23,26,186)	1,37,23,26,186
Finance Costs Paid	(3,70,90,538)	(1,40,53,468)
Net cash used in / generated form financing activities (C)	**(1,60,94,16,724)**	**1,55,87,72,718**
Net (decrease) / increase in cash and cash equivalents (A)+(B)+(C)	(3,56,559)	4,86,233
Cash and cash equivalents at the beginning of the year / period	4,86,233	-
Cash and cash equivalents at the end of the year	**1,29,674**	**4,86,233**
Notes to Cash flow Statement :		
Reconciliation of Cash and cash equivalents with the Balance Sheet:		
Cash and cash equivalents as per Balance Sheet (Refer Note 6)	1,29,674	4,86,233
	1,29,674	**4,86,233**

The Cash Flow statement has been prepared under the 'Indirect Method' set out in Ind AS 7 'Cash Flow Statement'.

See accompanying notes forming part of the financial statements.

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Dharmesh Parikh & Co. Ahmedabad Chartered Accountants

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193069

M. R. Krishna Rao
Director
DIN 06495315

ADANI POWER (MUNDRA) LTD.

Place : Ahmedabad
Date : 23rd May, 2017

1 **Corporate Information**

Adani Power (Mundra) Limited (Previously known as Adani Power (Karnataka) Limited, name changed vide Certificate of Incorporation pursuant to change of name [under rule 29 of The Companies Act, 2014] with effect from 27th April, 2017) is domiciled in India and incorporated on 16th February, 2015 under the provisions of the Companies Act, 1956 having its registered office at Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009, Gujarat, India to carry on the business of generation and supply of Power. It is a Subsidiary Company of Adani Power Limited.

2 **Significant accounting policies**

2.1 **Basis of preparation**

The financial statements of the Company have been prepared in compliance with Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting Standards) Rules, 2015, on the historical cost basis except for certain financial instruments that are measured at fair values, as explained in the accounting policies below.

These Financial Statements are the Company's first Ind AS Financial Statements as covered by Ind AS 101, 'First-time adoption of Indian Accounting Standards'. For all periods up to and including the year ended 31st March, 2016, the Company had prepared its Financial Statements in accordance with Indian GAAP, including Accounting Standards (AS) notified under the Companies (Accounting Standards) Rules, 2006 (as amended), which is considered as "Previous GAAP". A description of the transition to Ind-AS and its impact on Company's net profit and equity has been provided in Note 4 "First Time Adoption of Ind-AS".

2.2 **Summary of significant accounting policies**

a **Financial Instruments**

Financial assets and financial liabilities are recognised when an entity becomes a party to the contractual provisions of the instruments.

Financial assets and financial liabilities are initially measured at fair value. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit or loss) are added to or deducted from the fair value of the financial assets or financial liabilities, as appropriate, on initial recognition. Transaction costs directly attributable to the acquisition of financial assets or financial liabilities at fair value through profit or loss are recognised immediately in profit or loss.

b **Financial assets**

Initial recognition and measurement

All regular way purchases or sales of financial assets are recognised and derecognised on a trade date basis.

All recognised financial assets are subsequently measured in their entirety at either amortised cost or fair value, depending on the classification of the financial assets.

Classification of financial assets

Financial assets that meet the following conditions are subsequently measured at amortised cost (except for debt instruments that are designated as at fair value through profit or loss on initial recognition):

- the asset is held within a business model whose objective is to hold assets in order to collect contractual cash flows; and
- the contractual terms of the instrument give rise on specified dates to cash flows that are solely payments of principal and interest.

All other financial asset are subsequently measured at fair value.

Effective interest method

The effective interest method is a method of calculating the amortised cost of a financial assets and of allocating interest income over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts (including all fees and transaction costs and other premiums or discounts) through the expected life of the financial assets, or where appropriate, a shorter period, to the net carrying amount on initial recognition.

Income is recognised on an effective interest basis for debt instruments other than those financial assets classified as at Fair Value through Profit and Loss (FVTPL). Interest income is recognised in profit or loss and is included in the "Other Income" line item.

Financial assets at cost

Investments in subsidiaries, associates and joint ventures are accounted for at cost.

Financial assets at fair value through profit or loss (FVTPL)

Financial assets that do not meet the amortised cost criteria or Fair value through other comprehensive income (FVTOCI) criteria are measured at FVTPL.

Financial assets at FVTPL are measured at fair value at the end of each reporting period, with any gains or losses arising on remeasurement recognised in profit or loss. The net gain or loss recognised in profit or loss incorporates any dividend or interest earned on the financial asset and is included in the "Other Income" line item.





Derecognition of financial assets

The Company derecognizes a financial asset when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another party.

On derecognition of a financial asset in its entirety, the difference between the asset's carrying amount and the sum of the consideration received and receivable and the cumulative gain or loss that had been recognised in other comprehensive income and accumulated in equity is recognised in profit or loss if such gain or loss would have otherwise been recognised in profit or loss on disposal of that financial asset.

c **Financial liabilities and equity instruments**

Classification as debt or equity

Debt and equity instruments issued by the Company are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Company are recognised at the proceeds received, net of direct issue costs.

Financial liabilities

All financial liabilities are subsequently measured at amortised cost using the effective interest method or at FVTPL.

Financial liabilities at FVTPL

A financial liability may be designated as at FVTPL upon initial recognition if:

- such designation eliminates or significantly reduces a measurement or recognition inconsistency that would otherwise arise;
- the financial liability whose performance is evaluated on a fair value basis, in accordance with the Company's documented risk management;

Financial liabilities at FVTPL are stated at fair value, with any gains or losses arising on remeasurement recognised in profit or loss. The net gain or loss recognised in profit or loss incorporates any interest paid on the financial liability.

Fair values are determined in the manner described in note 'e'.

Financial liabilities at amortised cost

Financial liabilities that are not held-for-trading and are not designated as at FVTPL are measured at amortised cost at the end of subsequent accounting periods. The carrying amounts of financial liabilities that are subsequently measured at amortised cost are determined based on the effective interest method. Interest expense that is not capitalised as part of costs of an asset is included in the 'Finance costs' line item.

The effective interest method is a method of calculating the amortised cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial liability, or (where appropriate) a shorter period, to the net carrying amount on initial recognition.

Derecognition of financial liabilities

The Company derecognises financial liabilities when, and only when, the Company's obligations are discharged, cancelled or have expired. An exchange between with a lender of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. Similarly, a substantial modification of the terms of an existing financial liability is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable is recognised in profit or loss. The Company derecognises financial liabilities when, and only when, the Company's obligations are discharged, cancelled or have expired. An exchange between with a lender of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. Similary, a substantial modification of the terms of an existing financial liability is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable is recognised in profit or loss.

d **Operating Cycle**

Based on the nature of products / activities of the Company and the normal time between acquisition of assets and their realisation in cash or cash equivalents, the Company has determined its operating cycle as 12 months for the purpose of classification of its assets and liabilities as current and non - current.

Dhirubhai Parikh & Co. Ahmedabad Chartered Accountants

ADANI POWER (MUNDRA) LTD.

e **Fair value measurement**

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the financial asset or settle the financial liabil ty takes p ace either:

- n the principal market, or
- n the absence of a principal market, in the most advantageous market

The principal or the most advantageous market must be accessible by the Company.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

At each reporting date, the Management analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the Company's accounting policies.

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

f **Revenue recognition**

Interest income is recognised on time proportion basis. Dividend income is accounted for when the right to receive income is established.

g **Borrowing costs**

Borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. Interest income earned on the temporary investment of specific borrowings pending their expenditure on qualifying assets is deducted from the borrowing costs eligible for capitalisation.

All other borrowing costs are recognised in profit or loss in the period in which they are incurred.

h **Taxation**

Tax on income comprises current and deferred tax. It is recognised in statement of profit and loss except to the extent that it relates to a business combination, or items recognised directly in equity or in other comprehensive income.

Current tax

Tax on income for the current period is determined on the basis on estimated taxable income and tax credits computed in accordance with the provisions of the relevant tax laws and based on the expected outcome of assessments / appeals. Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred tax

Deferred tax is recognized for the future tax consequences of deductible temporary differences between the carrying values of assets and liabilities and their respective tax bases at the reporting date, using the tax rates and laws that are enacted or substantively enacted as on reporting date. Deferred tax liability are generally recorded for all temporary timing differences. Deferred tax assets are recognized to the extent that it is probable that future taxable income will be available against which the deductible temporary differences can be utilised. Deferred tax relating to items recognized outside the statement of profit and loss is recognized outside the statement of profit and loss, either in other comprehensive income or directly in equity. The carrying amount of deferred tax assets is reviewed at each reporting date.

Deferred tax liabilities and assets are measured at the tax rates that are expected to apply in the period in which the liability is settled or the asset realised, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the report ng period.





i **Earning per Share :**

Basic earnings per share is computed by dividing the profit / (loss) after tax by the weighted average number of equity shares outstanding during the year. Diluted earnings per share is computed by dividing the profit / (loss) after tax as adjusted for the effects of dividend, interest and other charges relating to the dilutive potential equity shares by weighted average number of shares plus dilutive potential equity shares.

j **Provisions, Contingent Liabilities and Contingent Assets**

Provisions are recognised when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. The amount recognised as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. When a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows (when the effect of the time value of money is material).When the Company expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the statement of profit and loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

Contingent liabilities are not recognised but are disclosed in the notes. Contingent assets are not recognised but are disclosed in the notes where an inflow of economic benefits is probable.

3 **Significant accounting judgements, estimates and assumptions**

The preparation of the Company's financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the accompanying disclosures, and the disclosure of contingent liabilities. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

Estimates and assumptions

The estimates at 31st March, 2016 are consistent with those made for the same dates in accordance with Indian GAAP (after adjustments to reflect any differences in accounting policies) apart from the following items where application of Indian GAAP did not require estimation:

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. Existing circumstances and assumptions about future developments may change due to market changes or circumstances arising that are beyond the control of the Company. Such changes are reflected in the assumptions when they occur.

i) Fair value measurement of financial instruments

When the fair value of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using ECL model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgement is required in establishing fair values. Judgements include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments





4 First-time adoption of Ind-AS

These are Company's first financial statements prepared in accordance with Ind AS. For the period ended 31st March, 2016, the Company prepared its financial statements in accordance with accounting standards notified under section 133 of the Companies Act 2013.

The Company has prepared these financial statements for the year ending on 31st March, 2017, together with the comparative period data, by applying Ind AS compliant policies described in the "Summary of Significant Accounting Policies". This note explains the options availed on first time adoption of Ind AS 101 and the principal adjustments made by the Company in restating its Ind an GAAP financial statements, as at and for the period ended 31st March, 2016.

a) Options availed on the first time adoption of Ind AS 101

i) Estimates

The estimates at 31st March 2016 are consistent with those made for the same dates in accordance with Indian GAAP (after adjustments to reflect any differences in accounting policies) apart from the following items where application of Indian GAAP did not require estimation:

> Impairment of financial assets based on the risk exposure and application of ECL model

The estimates used by the Company to present these amounts in accordance with Ind AS reflect conditions as of 31st March, 2016.

ii) Classification and measurement of financial assets :

The Company has assessed classification and measurement of financial assets on the basis of facts and circumstances that exist as on transition date

iii) Impairment of financial assets

The Company has applied impairment requirements of Ind AS 109 retrospectively; however, as permitted by Ind AS 101, it has used reasonable and supportable information that is available without undue cost or effort to determine the credit risk at the date that financial instruments were initially recognised in order to compare it with the credit risk at the transition date.

iv) Derecognisation of financial assets and financial liabilities

The Company has applied the derecognisation requirements of financial assets and financial liabilities prospectively for transactions occurring on or after transition date

b) Reconciliations between previous GAAP and Ind AS

The following tables represent the reconciliations from previous GAAP to Ind AS of equity as at 31st March,2016 and Total Comprehensive income for the period then ended.

4.1 Reconciliation of total equity as at 31st March, 2016 :

(Amount in ₹)

Particulars	As at 31st March, 2016
Equity Share Capital as per previous GAAP	5,00,000
Other Equity as per previous GAAP	(4,09,337)
Adjustment	-
Total Adjustment to Equity	(4,09,337)
Total Equity as reported under Ind AS	90,663

4.2 Reconciliation of total comprehensive income for the year ended 31st March, 2016 :

(Amount in ₹)

Particulars	For the Period from 16th February, 2015 to 31st March, 2015
Loss as per previous GAAP	(4,09,337)
Ind AS: Adjustments increase / (decrease) :	-
Total adjustment to profit or loss	-
Loss under Ind AS	(4,09,337)
Other comprehensive income	-
Total comprehensive income under Ind AS	(4,09,337)

Effects of Ind AS adoption on the financial statements of comparative periods:

As there is no reconciliation item between financial statements prepared under Indian GAAP and those prepared under Ind AS, reconciliation of Balance Sheet, Statement of Profit & Loss and Cash Flows is not presented.

5 Other Non-current Assets		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Advance income tax		56,46,619	13,72,221
	Total	56,46,619	13,72,221

6 Cash and Cash equivalents		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Balances with banks			
In current accounts		1,29,674	4,86,233
	Total	1,29,674	4,86,233

Notes :

As per the amendment to Schedule III of the Companies Act, 2013 by MCA notification G.S.R 308(E) dated 30th March 2017, every company is required to disclose the details of Specified Bank Notes (SBN) held and transacted during the period from 8th November, 2016 to 30th December, 2016. Since the company did not hold or transact in cash during the entire year, the said disclosure is not applicable.

7 Bank balance (other than Cash and Cash equivalents)		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Balances held as Margin Money		-	1,57,09,03,771
	Total	-	1,57,09,03,771

8 Share Capital		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Authorised Share Capital			
50,000 Equity shares of ₹ 10/- each		5,00,000	5,00,000
	Total	5,00,000	5,00,000
Issued, Subscribed and fully paid-up equity shares			
50,000 Equity shares of ₹ 10/- each, fully paid		5,00,000	5,00,000
	Total	5,00,000	5,00,000

a. Reconciliation of the shares outstanding at the beginning and at the end of the reporting year

Equity Shares

	As at 31st March, 2017		As at 31st March, 2016	
	No. Shares	(Amount in ₹)	No. Shares	(Amount in ₹)
At the beginning of the year	50,000	5,00,000	-	-
Issued during the year	-	-	50,000	5,00,000
Outstanding at the end of the year	50,000	5,00,000	50,000	5,00,000

b. Terms/rights attached to equity shares

The Company has only one class of equity shares having par value of ₹ 10 per share. Each holder of equity shares is entitled to one vote per share. In the event of liquidation of the Company the holders of the equity shares will be entitled to receive remaining assets of the Company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the share holders.

c. Shares held by Parent Company

Out of equity shares issued by the Company, shares held by its parent company together with its nominees are as under:

	As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Adani Power Limited (Parent Company with its nominees)	4,95,000	5,00,000
Total	4,95,000	5,00,000

d. Details of shareholders holding more than 5% shares in the Company

	As at 31st March, 2017		As at 31st March, 2016	
	No. Shares	% holding in the class	No. Shares	% holding in the class
Adani Power Limited (Parent Company)	49,500	99%	50,000	100%
	49,500	99%	50,000	100%

9 Other Equity		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Retained earnings			
Opening Balance		(4,09,337)	-
Add : Loss for the year		(6,84,366)	(4,09,337)
Add : Other Comprehensive Income		-	-
Closing Balance	**Total**	**(10,93,703)**	**(4,09,337)**

10 Short-term Borrowings		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Unsecured Borrowings			
Loan from Related Party (refer note (I) below and note 24)		-	1,57,23,26,186
	Total	**-**	**1,57,23,26,186**

(I) Loans from relatec parties are repayable w thin one year from the date of agreement.

11 Other Current Financial Liabilities		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Interest accrued but not due on borrowings		62,58,180	-
Capital Creditors		89,875	64,307
Other Payable		17,250	-
	Total	**63,65,305**	**64,307**

12 Other Current Liabilities		As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Statutory liabilities (including TDS)		4,691	2,81,069
	Total	**4,691**	**2,81,069**

13 Other Income

		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Interest Income		4,27,43,989	1,37,22,205
Note :	Total	4,27,43,989	1,37,22,205

Interest Income of Rs. 4,27,43,989 (Previous Year Rs.1,37,22,205) on financial assets carried at amortised cost, which includes interest from fixed deposits and margin deposits with banks.

14 Finance costs

		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Interest Expenses on :			
Interest on Loan		4,33,48,704	1,40,53,468
Interest on Others		14	-
	Total	4,33,48,718	1,40,53,468

15 Other Expenses

		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Preliminary Expenses		-	27,531
Legal & Professional Expenses		4,160	9,601
Directors' Sitting Fees		41,925	-
Payment to Auditors			
Statutory Audit Fees		17,325	17,175
Other Certification Fees		9,424	10,000
Miscellaneous expenses		6,803	13,767
	Total	79,637	78,074

16 Income Tax

The major components of income tax expense for the years ended 31st March, 2017 and 31st March, 2016 are:

		For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Current Tax:			
Current Income Tax Charge		-	
	Total (a)	-	-
Deferred Tax			
In respect of current year origination and reversal of temporary differences		-	-
	Total (b)	-	-
	Total (a+b)	-	-
OCI section			
Deferred tax related to items recognised in OCI during in the year:		-	-

	For the year ended 31st March, 2017 (Amount in ₹)	For the Period from 16th February, 2015 to 31st March, 2016 (Amount in ₹)
Accounting profit / (loss) before tax	(6,84,366)	(4,09,337)
Income tax using the company's domestic tax rate @ 30.90%	(2,11,469)	(1,26,485)
Tax Effect of :		
i) Income and expenses not allowed under income tax	2,11,469	1,26,485
Income tax recognised in profit and loss account at effective rate	-	-
Total Tax Expense for the year	-	-
Net (DTL) / DTA recognised during the year	-	-

17 **Disclosures under MSMED Act :**

There are no Micro, Small and Medium Enterprises as defined in Micro, Small and medium enterprises development act, 2006, to whom the company owes dues on account of principal amount together with interest and accordingly no additional disclosure have been made.

The above information regarding micro, small and medium enterprises has been determined to the extent such parties have been identified on the basis of information available with the Company. This has been relied upon by the auditors.

18 **Contingent Liabilities & Commitments**
(to the extent not provided for)

	As at 31st March, 2017 (Amount in ₹)	As at 31st March, 2016 (Amount in ₹)
Contingent Liabilities	-	-
Commitments		
Estimated amount of contracts remaining to be executed on capital accounts (net of advances) and not provided for	-	-
Total	-	-

19 **Pursuant to the Indian Accounting Standard 33 – Earning per Share, the disclosure is as under:**

	UOM	For the year ended 31st March, 2017	For the Period from 16th February, 2015 to 31st March, 2016
Basic and Diluted EPS			
Profit/ (Loss) attributable to equity shareholders	₹	(6,84,366)	(4,09,337)
Weighted average number of equity shares	No.	50,000	50,000
Nominal Value of equity share	₹	10	10
Basic and Diluted EPS	₹	**(13.69)**	**(8.19)**

20 **Financial Risk objective and policies:**

The Company's risk management activities are subject to the management direction and control under the framework of Risk Management Policy as approved by the Board of Directors of the Company. The Management ensures appropriate risk governance framework for the Company through appropriate policies and procedures and that risks are identified, measured and managed in accordance with the Company's policies and risk objectives

In the ordinary course of business, the Company is exposed to Market risk, Credit risk, and Liquidity risk.

Market Risk :

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises of interest rate risk.

i) Interest Risk :

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company does not have any interest exposure to which the risk of changes in market interest rates apply.

Credit Risk :

Credit risk is the risk that counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss.

Liquidity Risk :

The Company monitors its risk of shortage of funds using cash flow forecasting models. These models consider the maturity of its financial investments, committed funding and projected cash flows from operations. The Company's objective is to provide financial resources to meet its business objectives in a timely, cost effective and reliable manner and to manage its capital structure. A balance between continuity of funding and flexibility is maintained through continued support from lenders, trade creditors as well as fellow subsidiaries.

Maturity profile of financial liabilities :

The table below provides details regarding the remaining contractual maturities of financial liabilities at the reporting date based on contractual undiscounted payments.

(Amount in ₹)

As at 31st March, 2017	Less than 1 year	Total
Other Current Financial Liabilities	63,65,305	63,65,305

21 The company evaluates its working capital position for ensuing financial year based on the projected cash flow statement. The Company plans to meet the financial obligations based on continued support from lenders, trade creditors as well as fellow subsidiaries as may be required to sustain its operation on going concern basis. Having regard to the above, the financial statements have been prepared by the Management of the Company on a going concern basis.

22 **Other Disclosures**

In the opinion of the management and to the best of their knowledge and belief, the value under the head of Current and Non-Current Assets (other than Fixed Assets and Non-Current Investments) are approximately of the value stated, if realised in ordinary course of business, except unless stated otherwise. The provision for all the known liabilities is adequate and not in excess of amount considered reasonably necessary.





23 Fair Value Measurement :

a) The carrying value of financial instruments by categories as of 31st March, 2017 is as follows :

Particulars		Fair Value through other Comprehensive Income	Fair Value through profit or loss	Amortised Cost	Total
Financial Assets					
Cash and Cash Equivalents		-	-	1,29,674	1,29,674
	Total	-	-	1,29,674	1,29,674
Financial Liabilities					
Other Financial liabilities		-	-	63,65,305	63,65,305
	Total	-	-	63,65,305	63,65,305

b) The carrying value of financial instruments by categories as of 31st March, 2016 is as follows :

Particulars		Fair Value through other Comprehensive Income	Fair Value through profit or loss	Amortised Cost	Total
Financial Assets					
Cash and Cash Equivalents		-	-	1,57,13,90,004	1,57,13,90,004
	Total	-	-	1,57,13,90,004	1,57,13,90,004
Financial Liabilities					
Borrowings			-	1,57,23,26,186	1,57,23,26,186
Other Financial liabilities		-	-	64,307	64,307
	Total	-	-	1,57,23,90,493	1,57,23,90,493

23.1 All financial Assets and Liabilities valued at amortised cost. Therefore, fair value hierarchy not applicable as at 31st March, 2017 and as at 31st March, 2016

24 **Related party transactions**

a) **List of related parties and relationship**

Description of relationship	**Name of Related Parties**
Ultimate Controlling Entity	S. B. Adani Family Trust
Immediate Parent Company	Adani Power Limited

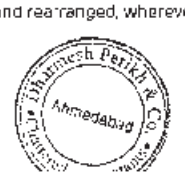
b) **Transaction with Related Parties :** (Amount in ₹)

Particulars	As at 31st March, 2017	As at 31st March, 2016
	Immediate Parent Company	Immediate Parent Company
Nature of Transaction with Related Parties :		
Equity Shares	-	5,00,000
Reimbursement Expenses	-	27,531
Loan Taker	2,76,07,00,000	2,90,56,48,121
Loan Repaid Back	4,33,30,26,186	1,33,44,46,213
Interest Expense on Loan	4,33,48,704	1,40,53,468
Other Balance Transfer from Related Party	3,900	

c) **Balances With Related Parties :** (Amount in ₹)

Particulars	As at 31st March, 2017	As at 31st March, 2016
	Immediate Parent Company	Immediate Parent Company
Balances with Related Parties :		
Borrowing (Loan)	-	1,57,17,14,377
Accounts Payable	62,87,661	-

25 Previous year's figures have been recast, regrouped and rearranged, wherever necessary to confirm to this year's classification.





26 **Approval of financial statements**

The financial statements were approved for issue by the board of directors on 23rd May, 2017.

In terms of our report attached

For Dharmesh Parikh & Co.
Chartered Accountants
Firm Registration Number : 112054W

Anuj Jain
Partner
Membership No.119140

Place : Ahmedabad
Date : 23rd May, 2017

For and on behalf of the board of directors of
Adani Power (Mundra) Limited
(Previously known as Adani Power (Karnataka) Limited)

Rajiv Rustagi
Director
DIN 07193065

M. R. Krishna Rao
Director
DIN 06495315

Place : Ahmedabad
Date : 23rd May, 2017

ABRIDGED PROSPECTUS OF THE TRANSFEREE COMPANY

VIVRO

Vivro Financial Services Private Ltd.
Regd. Office :
Vivro House, 11 Shashi Colony, Opp. Suvidha Shopping Centre, Paldi,
Ahmedabad, Gujarat, India - 380 007.
Tel. : +91 (079) 4040 4242 , 2665 0669, W : www.vivro.net

CERTIFICATE

To,
Board of Directors & Shareholders,
Adani Power Limited,
Shikhar", Near Adani House, Mithakhali Six Roads,
Navrangpura, Ahmedabad- 380 009, Gujarat

Sub: Certificate on adequacy and accuracy of disclosure of information pertaining to Adani Power (Mundra) Limited in relation to proposed Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors.

Dear Sirs,

We, Vivro Financial Services Private Limited ('**Vivro**'), refer to our engagement letter dated July 31, 2017 whereby **Adani Power Limited ("API." or "Transferor Company")** has appointed us for the purpose of certifying the adequacy and accuracy of disclosure of information pertaining to **Adani Power (Mundra) Limited ("APML" or "Transferee Company")** pursuant to proposed scheme of arrangement providing for transfer and vesting of Mundra Power Generation Undertaking of the Transferor Company to the Transferee Company as a going concern on a slump exchange basis under sections 230 to 232 read with section 13, 52, 61 and 66 of the Companies Act, 2013 and provisions of other applicable laws ("**Scheme of Arrangement**").

Regulatory Requirement:

SEBI vide its Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ("**SEBI Circular**") prescribed requirements to be fulfilled by the listed entities when they propose a Scheme of Arrangement. The SEBI Circular, amongst other things, provide that in the event a listed entity enters into a scheme of arrangement with an unlisted entity, the listed entity shall disclose to its shareholders applicable information pertaining to the unlisted entity in the format specified for abridged prospectus as provided in part D of Schedule VIII of SEBI (ICDR) Regulations, 2009.

Further, the adequacy and accuracy of such disclosure of information pertaining to unlisted entity is required to be certified by a SEBI registered Merchant Banker.

Disclaimer and Limitations:

1. This Certificate is a specific purpose certificate issued in terms of and in compliance with SEBI Circular and hence it should not be used for any other purpose or transaction.

2. This Certificate contains the certification on adequacy and accuracy of disclosure of information pertaining to the unlisted entity viz., APML and is not an opinion on the proposed Scheme of Arrangement or its success.

CIN - U67120GJ1996PTC029182. Merchant Banker Sebi. Reg. No. INM000010122. AMBI Reg. No. AMBI/085

3. This Certificate is issued on the basis of examination of information and documents provided by APML, explanations provided by the management of APML and information which is available in the public domain and wherever required, the appropriate representations from APML and others have also been obtained.

4. We shall not be liable for any losses whether financial or otherwise or expenses arising directly or indirectly out of the use of or reliance on the information set out here in this report.

5. Our opinion is not, nor should it be construed as our opining or certifying the compliance of the proposed Scheme of Arrangement with the provisions of any law including companies, taxation and capital market related laws or as regards any legal implications or issues arising thereon, in their respective jurisdiction.

Certification:

We state and confirm as follows:

1. We have examined various documents and other materials in connection with finalization of disclosure of information pertaining to APML ("**Information Memorandum**") which will be circulated to the members of APL at the time of seeking their consent to the proposed Scheme of Arrangement of as a part of explanatory statement to the notice;

2. On the basis of such examination and the discussion with the management of APML, its directors, other officers and on independent verification of contents of Information Memorandum and other documents furnished to us, WE CONFIRM that:

   a. The information contained in the Information Memorandum is in conformity with the relevant documents, materials and other papers related to APML;

   b. The Information Memorandum contains applicable information pertaining to APML as required in terms of SEBI Circulars which, in our view are fair, adequate and accurate to enable the members to make a well informed decision on the proposed Scheme of Arrangement.

For, Vivro Financial Services Private Limited



Jayesh Vithlani
SVP- Capital Market

Date: August 05, 2017
Place: Ahmedabad

APPLICABLE INFORMATION IN THE FORMAT SPECIFIED FOR ABRIDGED PROSPECTUS (AS PROVIDED IN PART D OF SCHEDULE VIII OF THE ICDR REGULATIONS)

This Document contains information pertaining to unlisted entity involved in the proposed Scheme of Arrangement between Adani Power Limited ('**APL' or the 'Transferor Company'**) and Adani Power (Mundra) Limited ('**APML' or the 'Transferee Company'**) and their respective shareholders and creditors in terms of requirement specified in SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ("**SEBI Circular**").

Adani Power (Mundra) Limited

(Earlier known as Adani Power (Karnataka) Limited)

Registered Office: Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009
Corporate Office: Achalraj, Opp. Mayor Bungalow, Law Garden, Ahmedabad – 380 006
Telephone: 91-79-2555 5696; **Fax:** +91-79-2555 7177; **Email:** deepak.pandya@adani.com,
CIN: U40300GJ2015PLC082295
Contact Person: Mr. Deepak Pandya

PROMOTERS

Adani Power Limited and Adani Power (Jharkhand) Limited

DETAILS OF THE SCHEME

The Scheme of Arrangement provides for the transfer and vesting of the Mundra Power Generation Undertaking of the Transferor Company to the Transferee Company as a going concern on a slump exchange basis under sections 230 to 232 read with section 13, 52, 61 and 66 of the Companies Act, 2013 and provisions of other applicable laws.

STATUTORY AUDITOR

M/s Dharmesh Parikh & Co.
Chartered Accountants
303/304, "Milestone", Nr. Drive-in-cinema,
Opp. T.V. Tower, Thaltej, Ahmedabad – 380 054.
Phone No.: 91-79-27474466
Fax: 91-79-27479955

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Adani Power Ltd.

Vivro Financial Services Pvt. Ltd. Ahmedabad

PROMOTERS OF APML

ADANI POWER LIMITED (the "APL")

Adani Power Limited is a company incorporated on 22nd day of August 1996 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956 in the name of Adani Power Limited. The Corporate Identity Number of the Company is L40100GJ1996PLC030533. Its name was changed to (a) Adani Power Private Limited on 3rd day of June 2002; and (b) Adani Power Limited on 12th day of April 2007. APL is a listed public limited company having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The equity shares of APL are listed on the National Stock Exchange of India Limited – Security Symbol: ADANIPOWER and BSE Limited – Security ID: 533096. The issued, subscribed and paid up capital of the APL is Rs. 38,56,93,89,410 divided into 3,85,69,38,941 Equity Shares of Rs. 10/- each.

The APL is engaged in the business of thermal power generation having operating projects in Gujarat and in Maharastra, Rajasthan and Karnataka through its wholly owned subsidiaries.

Promoters of APL:

Sr. No.	Name of Promoters	No. of Shares Held	% of Holding
1	S.B. Adani Family Trust	1,40,51,79,633	36.43
2	G.S. Adani Family Trust	1,64,32,820	0.43
3	Adani Tradeline LLP*	37,71,80,885	9.78
4	Adani Properties Private Limited	0	0
5	Universal Trade And Investments Limited	29,11,24,451	7.55
6	Worldwide Emerging Market Holding Limited	19,28,46,900	5.00
7	Pan Asia Trade & Investment Pvt. Ltd.	7,77,37,201	2.02
8	Afro Asia Trade And Investments Limited	26,54,85,675	6.88
9	Emerging Market Investment DMCC	13,50,000	0.04
	Total Shareholding	**2,62,59,87,565**	**68.12**

*Earlier known as Parsa Kente Rail Infra LLP

Board of Directors & KMPs of APL:

Sr. No.	Name of Directors & KMPs	Designation	DIN/PAN
1	Gautam S. Adani	Director & Chairman	00006273
2	Rajesh S. Adani	Managing Director	00006322
3	Chandra P. Jain	Independent Director	00011964
4	Vneet S Jaain	Whole time Director	00053906
5	Nandita N. Vohra	Independent Director	06962408
6	Raminder S. Gujral	Independent Director	07175393
7	Vinod Bhandawat	Chief Financial Offer	ACFPB6418A
8	Deepak S. Pandya	Company Secretary	AEAPP8903M

APL is holding 49,500 Equity Shares (including 6 Shares held through nominees) constituting 99% of the total share capital of Adani Power (Mundra) Limited.

ADANI POWER (JHARKHAND) LIMITED (the "APJL")

Adani Power (Jharkhand) Limited is a company incorporated on 18th day of December 2015 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 2013 in the name of Adani Power (Jharkhand) Limited with Corporate Identity Number U40100GJ2015PLC085448. APJL is a public limited company having its registered office at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat. The issued, subscribed and paid up capital of the APJL is Rs. 5,00,000 divided into 50,000 Equity Shares of Rs. 10/- each

The APJL is incorporated to deal in power generation and is setting up the thermal power plant at district podaiyahaat – Godda, Jharkhand and is wholly owned subsidiary of Adani Power Limited.

Adani Power Ltd.
Vivro Financial Services P. Ltd. Ahmedabad

Promoters of APJL:

Sr. No.	Name of Promoters	No. of Shares Held	% of Holding
1	Adani Power Limited	50,000	100

Board of Directors & KMPs of APJL:

Sr. No.	Name of Directors & KMPs	Designation	DIN/PAN
1	Vinod Bhandawat	Director	02873571
2	Jayadeb Nanda	Director	06578925
3	Abhilash Mehta	Director	06860221

APJL is holding 500 Equity Shares constituting 1% of the total share capital of Adani Power (Mundra) Limited.

List of top 5 largest listed group companies as per Part A, Schedule VIII, Regulation 2, Item (IX) (C) (2) SEBI (ICDR) Regulations, 2009

None of the entity falls within the definition of Group Company as per the materiality policy adopted by the board of APML.

BUSINESS MODEL / BUSINESS OVERVIEW AND STRATEGY

Adani Power (Mundra) Limited (the "**APML**") is a company incorporated on 16th Day of February, 2015 with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 2013 in the name of Adani Power (Karnataka) Limited with Corporate Identity Number U40300GJ2015PLC082295. The name of Adani Power (Karnataka) Limited was changed to Adani Power (Mundra) Limited with effect from 27th day of April 2017. APML is an unlisted public limited company, having its registered office at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat.

The Company is authorized by its Memorandum of Association to carry on the business of generation, distribution and supply of and to generally deal in electricity and other form of energy. At present, APML does not carry on any business activity. On coming into effect of the proposed Scheme of Arrangement, AMPL will engage in and carry on the power generation through thermal power plant set up in Special Economic Zone located at Taluka Mundra, District Kutch, Gujarat.

BOARD OF DIRECTORS OF APML

Sr. No.	Name	Designation (Independent / Whole time / Executive / Nominee)	Experience including current / past position held in other firms
1	Mr. Jatinder Bhatnagar	Director	Mr. Jatinder Bhatnagar, holds B.Tech (Mech) IITD. He has over 37 years of experience in the project development, project execution, planning, environmental and statutory clearance, technical services and project monitoring. He started his career as an Executive Trainee in NTPC Limited and worked till 2007 in various capacities. He joined Adani Power Limited in the year 2007 and worked with Chairman for Power Business for 4 years. He is working as Project Director in Adani Power Ltd.
2	Mr. M R Krishna Rao	Director	Mr. M. R. Krishna Rao, Vice President (Projects) aged 50 years, holds Bachelor's degree in Electrical Engineering and Post Graduate Diploma in Energy Management. He has over 24 years of experience in

Adani Power Ltd.
Vivro Financial Services Pvt. Ltd. Ahmedabad

			power sector with more than 15 year experience in government sector. He has expertise in matters related to Regulatory Affairs and all commercial matters related to Power Purchase Agreements including financial modelling and contract management etc. He joined Adani Power Limited in the year 2013 and heading Power Sale & Regulatory department controlling the 4620 MW Power plant situated at Mundra, Gujarat, 3300 MW power project at Tiroda, Maharashtra, 1320 MW power project at Kawai, Rajasthan and 1200 MW power project at Udupi, Karnataka. He is also dealing with the power sales of 40 MW, solar project situated at Bitta in Gujarat.
3	Mr. Rajiv Kumar Rustagi	Director	Mr. Rajiv Kumar Rustagi, aged 54 years, is the Associate Vice President (Finance & Accounts). He holds a bachelor's degree B.Com from Delhi University. He has also done an ICWA in Finance. A competent and result oriented professional with 32 years' insightful experience in Accounts, Finance and Commercial Functions across industry verticals. Have vast experience and expertise in administering commercial functions including supply management, long term contracts & negotiations, strategic alliances, Tax Planning and meeting compliances with various statutory and Fiscal requirements. Prior to this assignment he worked as General Manager in Welspun Gujarat Stahl Rohren Ltd. Mr. Rustagi joined Adani on 7th December 2007.
4	Mr. K K Mishra	Independent Director	Mr. Krishnakumar Mishra is a Practicing Company Secretary and has more than 30 years of experience in the field. He served as Managing Director and Company Secretary of Ahmedabad Stock Exchange Limited and also members of various committees at Ahmedabad Stock Exchange Limited.
5	Ms. Sushama Oza	Independent Director	Sushama Oza is Director, Strategy & Sustainability at Adani Foundation, Ahmedabad. She was also the CEO of Adani Foundation from May 2007 to October 2014 and has been heading the CSR for Adani conglomerate for more than eight years. She has represented the organization at many national and international fora. Ms. Oza has over 33 years of experience in the development field, out which 16 years have been as head of the organization in India and USA. She has strategized and spearheaded projects in sectors of primary health care, sustainable livelihood development, rural sports and rural infrastructure. In the span of her long career she has groomed a large number of development professionals as well as volunteers. She has an impressive record of successfully organizing many large scale events for fund raising and networking and of developing partnerships with more than 150 NGOs with project specific funding and Management Training. Ms. Oza received Masters in Social Work (MSW) from The Maharaja Sayajirao University of Baroda in 1981 and has accreditation with the National Council of Social Work, U.S.A. and Education Evaluation International, U.S.A.

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SHAREHOLDING PATTERN AS ON JULY 31, 2017

Sr. no.	Particulars	Number of shares	% Holding of share capital
1.	Promoter & Promoter Group	50,000	100.00
2.	Public	--	--
	Total	**50,000**	**100.00**

AUDITED FINANCIALS

(₹ in Lacs)

Particulars	As at March 31, 2017	As at March 31, 2016
Total income from operations (net)	-	-
Net Profit / (Loss) before tax and extraordinary items	(6.84)	(4.09)
Net Profit / (Loss) after tax and extraordinary items	(6.84)	(4.09)
Equity Share Capital	5.00	5.00
Reserves and Surplus / Other Equity	(10.94)	(4.09)
Net worth	(5.94)	0.91
Basic earnings per share (₹)	(13.69)	(8.19)
Diluted earnings per share (₹)	(13.69)	(8.19)
Return on net worth (%)	-	-
Net asset value per share (₹)	(11.87)	1.81

INTERNAL RISK FACTORS

1. The Transferee Company is an unlisted company and its equity shares are not available for trading on the stock exchange.

2. The Transferee Company, presently, does not carry on any business activity.

3. The Transferee Company has negative net worth.

4. The Transferee Company has, in past, entered into related party transactions and may continue to do so in the future.

SUMMARY OF OUTSTANDING LITIGATIONS, CLAIMS AND REGULATORY ACTION

A. Total number of outstanding litigations against and by our Company and amount involved – **Nil**

B. Brief details of top 5 material outstanding litigations against the Company and amount involved – **Nil**

C. Regulatory Action, if any - disciplinary action taken by SEBI or stock exchanges against the Promoters / Group companies in last 5 financial years including outstanding action, if any: **Nil**

D. Brief details of outstanding criminal proceedings against Promoters: **Nil**

RATIONALE AND BENEFITS OF SCHEME OF ARRANGEMENT

(a) The Transferor Company was originally envisaged to be a power generating company. However, with the growth opportunities in the form of new power projects as well as acquisitions, it no longer retains the original nature. The characteristics of risk, growth, funding requirements and cash flows involved with the Transferor Company's distinct activities, i.e. investments and power generation are quite distinct. There are also differences in which these two activities are required to be organized and managed. The Transferor Company proposes to separate the power generation from investments by effecting transfer and vesting of the Mundra Power Generating Business as a going concern, on Slump Exchange basis, to the Transferee Company in order to enhance the focus provided to





the distinct activities.

(b) The transfer and vesting of the Mundra Power Generating Business into the Transferee Company will create a clean platform and allow the Transferor Company to source its funding more efficiently for investing in capacity expansion of its subsidiaries and/or acquisition of assets.

(c) Separation of the Mundra Power Generating Business into the Transferee Company will put at par with the other operating subsidiaries of the Transferor Company, with specific strategic focus as well as specific financial arrangements.

(d) Transfer and vesting of the Mundra Power Generating Business to the Transferee Company will allow induction of capital/strategic investor into the Mundra Power Generating Business.

DECLARATION

We hereby declare that all relevant provisions of SEBI Circular and Part D of Schedule VIII of SEBI (ICDR) Regulations, 2009 have been complied with and no statement made in this Document is contrary to the provisions of SEBI Circular or SEBI (ICDR) Regulations, 2009. We further certify that all statements in this Document are true and correct.

For, Adani Power Limited,

Adani Power Ltd.

Deepak Pandya
Company Secretary & Compliance Officer

Vivro Financial Services Pvt. Ltd. Ahmedabad

Place: Ahmedabad
Date: July 31, 2017

For, Vivro Financial Services Pvt. Ltd.
Authorised Signatory

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

BENCH, AT AHMEDABAD

CA (CAA) NO. 84/NCLT/AHM/2017

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 - 232 read with other relevant provisions of the Companies Act, 2013;

And

In the matter of Adani Power Limited;

And

In the matter of Scheme of Arrangement between Adani Power Limited and The Adani Power (Mundra) Limited and their respective shareholders and creditors;

Adani Power Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad-380 009, Gujarat, India. ..... **Applicant Company**

UNSECURED CREDITORS (INCLUDING DEBENTUREHOLDERS)

FORM OF PROXY

I/We, _____, the undersigned Unsecured Creditor (including debentureholder)/s of Adani Power Limited, being the Applicant Company abovenamed, do hereby appoint Mr./Ms._____ of _____ and failing him/her _____ of _____ as my/our proxy, to act for me/us at the meeting of the Unsecured Creditors (including debentureholders) of the Applicant Company to be held at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 12.00 noon (1200 hours) for the purpose of considering and, if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Arrangement between Adani Power Limited and Adani Power (Mundra) Limited and their respective shareholders and creditors (the "Scheme") and at such meeting, and at any adjournment or adjournments thereof, to vote, for me/us and in my/our name(s) _____ (here, if 'for', insert 'FOR', if 'against', insert 'AGAINST', and in the latter case, strike out the words below after 'the Scheme') the said arrangement embodied in the Scheme, either with or without modification(s)*, as my/our proxy may approve. (*Strike out whatever is not applicable)

Dated this ____ day of _____ 2017.

Signature _____

Affix Rs. 1 Revenue Stamp

Name: _____

Address: _____

Signature of Unsecured Creditor (including debentureholder):- _____

Signature of Proxy: - _____

Notes:

1. The proxy must be deposited at the registered office of Adani Power Limited at "Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India, at least 48 (forty-eight) hours before the scheduled time of the commencement of the said meeting.
2. All alterations made in the form of proxy should be initialed.
3. Please affix appropriate revenue stamp before putting signature.
4. In case of multiple proxies, the proxy later in time shall be accepted.
5. Proxy need not be an unsecured creditor (including debentureholder) of Adani Power Limited.
6. No person shall be appointed as a proxy who is a minor.
7. The proxy of an unsecured creditor (including debentureholder), blind or incapable of writing, would be accepted if such unsecured creditor (including debentureholder) has attached his signature or mark thereto in the presence of a witness who shall add to his signature his description and address: provided that all insertions in the proxy are in the handwriting of the witness and such witness shall have certified at the foot of the proxy that all such insertions have been made by him at the request and in the presence of the unsecured creditor (including debentureholder) before he attached his signature or mark.
8. The proxy of an unsecured creditor (including debentureholder) who does not know English would be accepted if it is executed in the manner prescribed in point no. 7 above and the witness certifies that it was explained to the unsecured creditor (including debentureholder) in the language known to him, and gives the unsecured creditor's (including debentureholder's) name in English below the signature.

ADANI POWER LIMITED

Registered office:
"Shikhar", Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad- 380 009, Gujarat, India
Phone No. +91 79 2555 5696
CIN: L40100GJ1996PLC030533
Website: www.adanipower.com

UNSECURED CREDITORS (INCLUDING DEBENTUREHOLDERS)

ATTENDANCE SLIP

PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND OVER AT THE ENTRANCE OF THE MEETING HALL

MEETING OF
THE UNSECURED CREDITORS (INCLUDING DEBENTUREHOLDERS)
ON WEDNESDAY THE 20TH DAY OF SEPTEMBER 2017 AT 12.00 NOON.

I/We hereby record my/our presence at the meeting of the Unsecured creditors (including debentureholders) of Adani Power Limited, convened pursuant to the final order dated 7th day of August 2017, of the NCLT at J.B. Auditorium, Ahmedabad Management Association, Dr. Vikram Sarabhai Marg, ATIRA, Ahmedabad- 380 015, Gujarat, India, on Wednesday, the 20th day of September 2017 at 12.00 noon (1200 hours).

Name and address of unsecured creditor (including debentureholder)
(IN BLOCK LETTERS) : _____

_____

_____

Signature : _____

Name of the Proxy* : _____
(IN BLOCK LETTERS)

Signature : _____

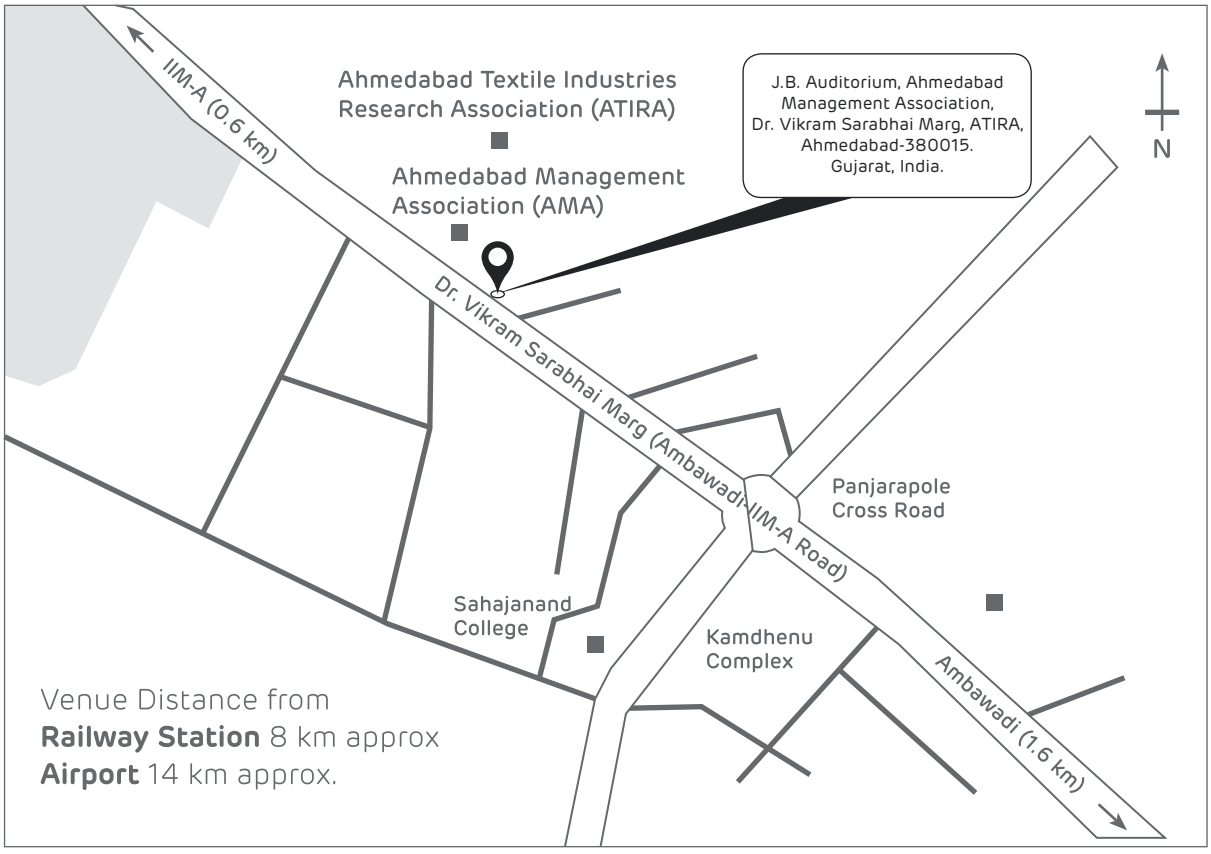
*(To be filled in by the Proxy in case he/she attends instead of the unsecured creditor (including debentureholder))

Notes:

1. Unsecured creditors (including debentureholders) attending the meeting in person or by proxy or through authorised representative are requested to complete and bring the Attendance slip with them and hand it over at the entrance of the meeting hall.
2. Unsecured creditors (including debentureholders) who come to attend the meeting are requested to bring their copy of the Scheme with them.

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Route Map for the venue of the meeting



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