

10. To pay for technical know-how, technical engineering assistance and information and/or service rights or privileges acquired by the Company either in shares of the Company or partly in shares or partly in cash or otherwise.
  11. To buy or to take on lease plot or plots of land and to construct flats, office, houses, bungalows, cottages, factories, warehouses, shops, shed, barns, farms, stables, areas, work and conveniences of all kinds thereon required for carrying out of the main objects
  12. To invest surplus funds of the Company in various securities, shares, stocks, debentures, debenture-stocks, bonds, real estate and to finance industrial enterprises.
  13. Subject to the provisions of the Companies Act, 1956, to borrow or raise with or without interest or secure the payment of money for any of the purposes of the Company and at such time and from time to time and in such manner as may be thought fit and in particular by the issue of debenture, or debenture-stocks convertible into shares of any other company or perpetual annuities and as security for any such money so borrowed, raised or received for any such debentures or debenture stock so issued to mortgage, pledge or charge the whole or any part of the property, assets or revenue and profit of the Company present or future including its uncalled capital by special assignments or otherwise or to transfer or convey the same absolutely or in trust and to give the lender powers of sale and other powers as may seem expedient and to purchase, redeem, or pay-off any such securities, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company as the case may be provided that the Company shall not carry on banking business as defined in the Banking Regulation Act. 1949.
- IV. The liability of the members of the Company is limited.
- V. (a) The Authorised Share Capital of the Company is Rs 1000,00,00,000 (Rupees One Thousand Crore) divided into Equity Share Capital of Rs 150,00,00,000 (Rupees One Hundred and Fifty Crore) divided into 15,00,00,000 (Fifteen Crore) equity shares of Rs. 10 each and Preference Share Capital of Rs 850,00,00,000 (Rupees Eight Hundred and Fifty Crore) divided into 85,00,00,000 (Eighty five Crore) Preference Shares of Rs 10 each.
- (b) The minimum paid up capital of the Company shall be Rs. 5,00,000 (Rupees Five Lakhs only).

♦♦♦♦♦♦♦♦♦♦

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

Sr. No.	Name, address, description and occupation of each Subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Signature of witness and his name, address, description and occupation
1.	Shri Ramesh Shenoy S/o. Ganpati Shenoy E/115, Bussa Apartment B M Bhargav Marg Santa Cruz (West) Mumbai 400 054 Occupation: Service	10 (Ten)	Sd/-	Witness for 1 to 7 Shri Sangameshwar Iyer S/o Shri K. S. Ramanarayan 12-D, 202 Anita Nagar, Lokhandwala Complex, Kandiwali (East) Mumbai 400 101 Occupation: Service
2.	Shri Abhijit Banerjee S/o. Shri Rasamoy Banerjee, 604, Sicily Marvel, Sector 12 B, Plot no. 51, Koparkhairane, New Mumbai - 400 709 Occupation : Service	10 (Ten)	Sd/-	
3.	Shri Ashish Karyekar S/o Shri Sudhakar Karyekar 703, BSES Quarters Chembur Receiving Station Mumbai 400 082 Occupation: Service	10 (Ten)	Sd/-	
4.	Shri Paresch Rathod S/o Late Shri Purushottamlal Rathod 204, BSES Quarters Chembur Receiving Station Mumbai 400 082 Occupation: Service	10 (Ten)	Sd/-	
5.	Reliance Energy Management Services Private Limited 3 <sup>rd</sup> Floor, Reliance Energy Centre, Santa Cruz (East), Mumbai 400 055	16650 (sixteen thousand six hundred fifty)	Sd/-	
6.	Reliance Energy Global Private Limited, 3 <sup>rd</sup> Floor, Reliance Energy Centre, Santa Cruz (East), Mumbai 400 055	16650 (sixteen thousand six hundred fifty)	Sd/-	
7.	PowerSurfer Interactive India Private Limited 3 <sup>rd</sup> Floor, Reliance Energy Centre, Santa Cruz (East), Mumbai 400 055	16660 (sixteen thousand six hundred sixty)	Sd/-	
	Total	50,000 (fifty thousand)		

Date : 12<sup>th</sup> December, 2005

Place : Mumbai

THE COMPANIES ACT, 1956  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
VIDARBHA INDUSTRIES POWER LIMITED

1. The Regulations contained in Table 'A' in the First Schedule to the Companies Act, 1956, shall apply so far as they are applicable to a Public Limited Company and so far only as they are not inconsistent with any of the provisions contained in these Regulations. *Provisions of Table "A" applicable*
2. Clause Nos. 2, 66, 71, 84 and 99 of Table 'A' shall not apply to this Company. *Certain clauses of Table "A" not applicable.*
3. In the interpretation of these Articles, the following words expressions shall have the following meanings, unless repugnant to the subject or context : *Interpretation*

"The Company" or "This Company" means Vidarbha Industries Power Limited.

"These Articles" means these Articles of Association of the Company as originally framed or as altered from time to time.

"Auditors" means and includes those persons appointed as such for the time being of the Company.

Beneficial Owner" means the beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996."

"The Act" or "The said Act" means the Companies Act, 1956 (Act 1 of 1956) and subsequent amendments thereto or any statutory modifications or re-enactments thereof for the time being in force.

"Capital" means the Share Capital for the time being raised or authorised to be raised, for the purposes of the Company.

"Depositories Act, 1996" includes any statutory modification or re-enactment thereof; and

"Depository" means a Depository as defined under clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996."

Words importing the masculine gender also include, where the context requires or admits, the feminine gender.

"Meeting" or "General Meeting" means a meeting of Members

"Month" means a calendar month.

"Persons" include firms and corporations as well as individuals.

Words importing the plural number also include, where the context requires or admits, the singular number, and vice versa.

"Secretary" means any individual possessing the prescribed qualifications appointed to perform the duties which may be performed by a Secretary under the Act and any other ministerial or administrative duties

"Section" or "Sections" means a section of the Act for the time being in force including any statutory modification or re-enactment thereof for the time being in force.

"These Presents" means the Articles of Association as originally framed and as altered from time to time.

"Written" and "in Writing" include printing, lithography and other mode or modes of representing or reproducing words in a visible form or partly one and partly the other.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date on which the Articles become binding on the Company.

#### SHARES

4.
  - a. Subject to the provisions of Section 80 of the Act, the Company shall have the power to issue preference shares which, are liable to be redeemed and the redemption of preference shares may be effected in accordance with the terms and conditions of their issue and failing that in such manner as the directors may think fit. *Issue and Redemption of Preference Shares*
  - b. Whensoever the Company has, with the previous approval of the members, issued any securities entitling the holders thereof to apply for shares in the capital of the Company, the members of the Company shall be bound to ensure that the share capital of the Company will be adequate to absorb the increase in the capital that would arise consequent to such holders exercising their right to apply for and be allotted shares in the Company. For this purpose, the members of the Company are bound to cause the authorised capital of the Company to be suitably increased and shall exercise their voting rights to vote unanimously in favour of the resolution to be passed by the Company in general meeting for increasing its authorised capital, such resolution to be passed prior to the date on which (or the period during which) such option is exercisable by the holders of such instruments. Towards that objective, the members acknowledge that any votes cast by a member against such a resolution shall be disregarded and be deemed to be invalid. *Issue of Convertible Instrument*
  - c. Subject to the provisions of section 86 of the Act the Company shall have power to issue Share Capital with differential voting rights as to dividend or voting and the resolution authorising such issue shall prescribe the manner, terms and conditions of issue. *Issue of Shares with differential voting rights*

- d. The Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or whose name appears as the beneficial owner of shares in the records of the Depository, as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or as by law required) be bound to recognize any benami trust or equity or equitable, contingent or other claim or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof. *Issue of shares in Demat form*
- 4A. The Authorised Share Capital of the Company shall be as per Clause V of the Memorandum of Association of the Company. *Authorised Share Capital*
5. The Company shall have power to buy-back its own shares or other securities subject to the provisions of Section 77A, 77AA and 77B of the Act and the guidelines as may be laid down in this regard, from time to time. *Buy-back of shares*

#### TRANSFER AND TRANSMISSION OF SECURITIES

6. The provisions of Table A in relation to transfer and transmission of shares shall, mutatis mutandis, apply to the transfer of or the transmission by operation of law of the right to all securities of the Company. *Transfer of Securities*

#### DIRECTORS

7. Unless otherwise determined by the Company in the General Meeting, the number of Directors shall not be less than 3 (three) and not more than such number as may be stipulated by the Act for the time being in force. *Number of directors*
8. a. Notwithstanding anything to the contrary contained in these Articles, in the event the Company defaults in payment of interest on any loan or debentures or repayment of principal amount of loan or debentures on due dates, on any moneys owed by the Company to any Financial Institution(s), the said Institutions and the Debenture Trustees, if it so provided in the Trust Deed or any other document, shall have a right, from time to time, to appoint one person as their nominee on the Board of the Company (hereinafter referred to as "Nominee Director") and to remove from such office any person so appointed and to appoint any other person in his place; the Board of Directors of the Company shall have no power to remove from the office the said Nominee Director. The said Nominee Director shall not be required to hold any share qualification in the Company nor shall he be liable to retirement by rotation of Directors. *Nominee Directors*
- b. The Company shall, subject to the provisions of the Act, be entitled to agree with any person, firm, body corporate, corporation, government or authority that he or it shall have the right to appoint his or its nominee(s) on the Board of Directors of the Company upon such terms and conditions as the Directors may deem fit. Such nominee(s) and their successors if appointed under this Article shall be called Special Director(s). Special Director(s) shall be entitled to hold office until requested to retire by the authority, which nominated him/them and he/they will not be bound to retire by rotation. As and whenever a Special Director(s) vacate(s) office, whether upon request as aforesaid or by death, resignation or otherwise, the person, firm, body corporate, corporation, government or authority who appointed such Special Director(s) may if the agreement(s) so provides, appoint another Director in his/their place. *Special Director*

- c. The Board of Directors of the Company may appoint an alternate director to act for a director (hereinafter in this Article called "the original director") during his absence for a period of not less than three months from the state in which the meetings of the Board are ordinarily held. An alternate director appointed under this Article shall not hold office as such for a period longer than that permissible to the original director in whose place he has been appointed and shall vacate office if and when the original director returns to the state in which the meetings of the Board are ordinarily held. **Alternate Director**
9. The Directors shall not be required to hold any qualification share(s). **Share qualification**
10. Subject to provisions of the Act and these Articles, the Board shall have power to appoint from time to time any of its members as Managing Director(s) and / or Whole time Director(s) and / or Special Director(s) like Technical Director(s), Finance Director(s) etc. of the Company for fixed term not exceeding five years at a time and upon such terms and conditions as Board think fit, and the board may by resolution vest in Managing Director(s), Whole time Director(s), Special Director(s), Technical Director(s), Finance Director(s) such of the power hereby vested in the Board generally as it thinks fit, and such power may be made exercisable for such period(s) and upon such condition(s) and subject to such restriction(s) as it may determine. The remuneration of such Director(s) may be by way of monthly remuneration and / or fee for each meeting and / or participation in profit or by any or all of those modes, or of any other mode not expressly provided by the Act. **Managing Director**

#### SEAL

11. The Directors shall provide a Common Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and the Directors shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by or under the authority of the Directors or a Committee of Directors previously given and every deed or other instrument to which the Seal of the Company is required to be affixed shall, be affixed in the presence of atleast one Director or the Manager or the Secretary or such other person as the Board/Committee of the Board may appoint for the purpose, who shall sign every instrument to which the Seal is so affixed in his presence; Provided that the certificates of shares or debentures shall be sealed in the manner and in conformity with the provisions of the Companies (Issue of Share Certificates) Rules, 1960 or any statutory modification thereof for the time being in force. **Seal**

#### MEETINGS

12. A consent or approval in writing granted or a resolution in writing agreed to by or on behalf of all the Members of the Company who would be entitled to vote upon it, if it had been proposed to General Meeting of the Members shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members. **Proceedings at general meetings.**
13. The Board may, if the circumstances so require, meet by means of telephone, television or through any other audio-visual links. The provisions relating to notice, agenda, quorum and minutes stated herein shall *mutatis mutandis* apply to the meetings held through such audio-visual media. **Proceedings of the Board**

# INDEMNITY

- 14 a. Every Director, Managing Director, Whole-time Director, Manager, Secretary or Officer of the Company or any person (whether an officer of the Company or not) employed by the Company and any person appointed by the Company as Auditors shall be indemnified out of the assets of the Company against all liabilities incurred by him as such Director, Managing Director, Whole-time director, Manger, Secretary, Officer or Auditor in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court. *Indemnity*
- b. Subject to the provisions of the Companies Act, no Director, Auditor or other officer of the Company shall be liable for the Acts, receipts, neglects or defaults of any other Director or Officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm or company to or with whom any moneys, securities, or effects shall be entrusted or deposited or for any loss occasioned by any error of judgement, omission, default or oversight on his part or for any other loss, damage or misfortune whatsoever, which shall happen in the execution of the duties of his Office or in relation thereto unless the same shall happen through his own dishonesty. *Individual responsibility of Directors*

# SECRECY

- 15 a. No member or other person (not being a director) shall be entitled to visit or inspect any works of the Company without the permission of the Directors or any other person authorised on that behalf by the Director to require discovery of or any information respecting any details of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade secret process or of any other matter which may relate to the conduct of the business of the Company which in the opinion of Directors, would be inexpedient in the interest of the Company to disclose. *Secrecy*
- b. Every Director, Manager, Auditor, Treasurer, Trustee, Member of Committee, Officer, Servant Agent, Accountant or other persons employed in the business of the Company shall if so required by the Directors, before entering upon his duties sign a declaration pledging himself to observe a strict secrecy respecting all transactions and affairs of the Company, with the customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Board or by law or by the person to whom such matters relate, except so far as may be necessary in order to comply with any provisions of these presents contained.

**GENERAL AUTHORITY**

16. Wherever in the Companies Act, 1956, it has been provided that any Company shall have any right, privilege or authority or that any Company cannot carry out any transaction unless it is so authorised by its Articles, then and in that case this Article hereby authorises and empowers this Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Companies Act, 1956, without there being any other specific Article in that behalf herein provided.

**General  
Authority**



We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Articles of Association

Sr. No.	Name, address, description and occupation of each Subscriber	Signature of Subscriber	Signature of witness and his name, address, description and occupation
1.	Shri Ramesh Shenoy S/o. Ganpati Shenoy E/115, Bussa Apartment B M Bhargav Marg Santa Cruz (West) Mumbai 400 054 Occupation: Service	Sd/-	<p>Witness for 1 to 7 Shri Sangameshwar Iyer S/o Shri K. S. Ramanarayan 12-D, 202 Anita Nagar, Lokhandwala Complex, Kandiwali (East) Mumbai 400 101 Occupation: Service</p>
2.	Shri Abhijit Banerjee S/o. Shri Rasamoy Banerjee, 604, Sicily Marvel, Sector 12 B, Plot no. 51, Koparkhairane, New Mumbai - 400 709 Occupation : Service	Sd/-	
3.	Shri Ashish Karyekar S/o Shri Sudhakar Karyekar 703, BSES Quarters Chembur Receiving Station Mumbai 400 082 Occupation: Service	Sd/-	
4.	Shri Paresh Rathod S/o Late Shri Purushottamlal Rathod 204, BSES Quarters Chembur Receiving Station Mumbai 400 082 Occupation: Service	Sd/-	
5.	Reliance Energy Management Services Private Limited 3 <sup>rd</sup> Floor, Reliance Energy Centre, Santa Cruz (East), Mumbai 400 055	Sd/-	
6.	Reliance Energy Global Private Limited, 3 <sup>rd</sup> Floor, Reliance Energy Centre, Santa Cruz (East), Mumbai 400 055	Sd/-	
7.	Powersurfer Interactive (India) Private Limited 3 <sup>rd</sup> Floor, Reliance Energy Centre, Santa Cruz (East), Mumbai 400 055	Sd/-	

Date : 12<sup>th</sup> December, 2005  
Place : Mumbai

**HIGH COURT, BOMBAY**

0217277

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO 14 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 866 OF 2012

**RELIANCE FUEL RESOURCES LIMITED**

..... Petitioner / the Transferor Company

AND

COMPANY SCHEME PETITION NO 15 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 867 OF 2012

**VIDARBHA INDUSTRIES POWER LIMITED**

..... Petitioner / the Transferee Company

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

AND

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

AND

In the matter of Scheme of Amalgamation  
and Arrangement

of

Reliance Fuel Resources Limited ("the  
Transferor Company")

with

Vidarbha Industries Power Limited ("the  
Transferee Company")

and

their respective shareholders

**Called for Hearing**Mr. Rajesh Shah with Mr. Chandrakant Mhadeshwar i/b Rajesh Shah &  
Co., Advocates for the Petitioners in all the Petitions.Ms. R.N. Sutar Asst. Official Liquidator present in the Company Scheme  
Petition No. 14 of 2013.

Downloaded on - 25/03/2013 11:20:00 CMIS-GC

**"Disclaimer Clause : Authenticated copy is not a Certified Copy"**

## HIGH COURT, BOMBAY

0217276

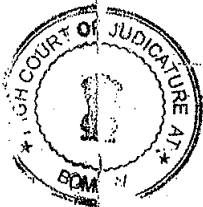
2

Mr. D.P. Singh i/b Dr. T.C. Kaushik for Regional Director in all the Company Scheme Petitions.

CORAM: Ranjit More, J.

DATE: 15<sup>th</sup> March, 2013

1. Heard counsel for the parties. No objector has come before the court to oppose the Scheme and nor any party has contravened any averments made in the Petition.
2. The sanction of the Court is sought under Sections 391 to 394 read with Sections 78, 100 to 103 of the Companies Act, 1956, to the Scheme of Amalgamation and Arrangement of Reliance Fuel Resources Limited with Vidarbha Industries Power Limited and their respective shareholders.
3. Learned advocate for the Petitioners states that the Petitioner in Company Scheme Petition No.14 of 2013 was incorporated with the main objects of buying, selling, distributing, marketing, transporting etc. of fuel including gases and Petitioner in Company Scheme Petition No.15 of 2013 is currently developing a 600 MW coal-based power projects located at Butibori, Maharashtra Industrial Development Corporation (MIDC) in Nagpur, Maharashtra. The Transferor Company is a wholly owned subsidiary of the Transferee Company. The rationale for the Scheme is to reduce administrative cost, remove multiple layer inefficiencies and achieve operational and management efficiency. The Transferor Company and the Transferee Company approved the said Scheme by passing Board Resolutions which are annexed to the respective Company Scheme Petitions.
4. The learned counsel for the Petitioner in Company Scheme Petition No. 15 of 2013, states that the Scheme includes utilization of Securities Premium Account which shall be effected as an integral part of the Scheme and that the same does not involve either diminution of liability in respect of unpaid share



Downloaded on - 25/03/2013 11:20:00 ::CMIS-CL

"Disclaimer Clause : Authenticated copy is not a Certified Copy"

## HIGH COURT, BOMBAY

0217275

3

capital and that it also does not involve compromise or arrangement with any creditors of the Petitioner Company and the procedure prescribed under section 101 (2) of the Companies Act, 1956 is dispensed with as per order dated 21<sup>st</sup> December, 2012 passed in CSD No. 867 of 2012. However as per undertaking given by the Petitioner Company Special Resolution dated 20<sup>th</sup> December, 2012 is annexed being Exhibit 'K' to the Petition.

5. The learned Advocate for the Petitioner further states that, Petitioner companies have complied with all the directions passed in Company Summons for Direction and that the Company Scheme Petition have been filed in consonance with the orders passed in respective Summons for Directions.
6. The learned counsel appearing on behalf of the Petitioners has stated that the Petitioners have complied with all requirements as per directions of this Court and they have filed necessary affidavits of compliance in the Court. Moreover, Petitioner Companies undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made there under. The said undertaking is accepted.
7. The Regional Director has filed an affidavit dated 22/02/2013 stating therein that save and except as stated in paragraph 6 of the said affidavit, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph 6 of the said affidavit it is stated that:

*"That the Deponent further submits that:-*

- a) *Clause 2.3.2 of the Scheme states that the Excess arising on transfer of Assets and Liabilities of Transferor Company to Transferee Company would be credited to General Reserve. In this regard, it is suggested that the Reserve, if any, arising out of this Scheme of Arrangement & Amalgamation, be transferred to Capital Reserve Account only.*

!!! Downloaded on - 25/03/2013 11:20:06 !!! JMS

**"Disclaimer Clause : Authenticated copy is not a Certified Copy"**

## HIGH COURT, BOMBAY

0217274

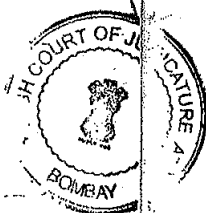
4

b) Clause 2.3.5, 2.3.6 & 2.3.7 of the Scheme allows the Board of Directors of the Company to make adjustment in the Books of Account of Transferee Company in respect of Securities Premium Account also. However, there is no time limit stated in those clauses. On enquiry with the Transferee Company, the petitioner company has clarified through their Advocate, vide letter dated 19/02/2013 which is annexed hereto and marked as Exhibit 'D' that such adjustment will be made up to the period of 31/03/2016. Hence, this clause be corrected suitably in the scheme."

8. (a) In reply to the aforesaid observations raised by the Regional Director in paragraph 6(a) of his Affidavit, the learned counsel for the Petitioner seeks leave of this Court to modify Clause 2.3.2 of the Scheme by substituting words 'Capital Reserve' in place of words 'General Reserve' wherever they appear in this sub-clause. Leave to amend is granted. Amendment to be carried out within two weeks from today.

(b) In reply to the aforesaid observations raised by the Regional Director in paragraph 6(b) of his Affidavit, the learned counsel for the Petitioner seeks leave of this Court to modify Clause 2.3.5 to 2.3.7 of the Scheme by adding words "but on or before March 31, 2016" after the words "With effect from Appointed Date and for any of the financial years ending on or after the Appointed Date". Leave to amend is granted. Amendment to be carried out within two weeks from today.

9. The Learned Counsel for Regional Director on instructions of Mr. M. Chandanamuthu, Joint Director in the office of the Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai states that they are satisfied with the undertaking given by the Advocate for the Petitioner Companies. The said undertaking is accepted.
10. The Official Liquidator has filed his report dated 14/02/2013 in the Company Scheme Petition No. 14 of 2013 stating therein



Downloaded on - 25/03/2013 11:20:00

"Disclaimer Clause : Authenticated copy is not a Certified Copy"

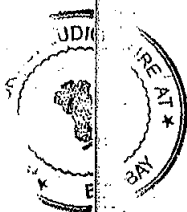
## HIGH COURT, BOMBAY

0217273

5

that the affairs of the Transferor Company have been conducted in a proper manner and that the Transferor Company may be ordered to be dissolved by this Court.

11. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme.
12. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition No.14 of 2013 filed by the Petitioner Company are made absolute in terms of prayer clauses (a), (c), (d) to (f) and the Company Scheme Petition No. 15 of 2013 filed by the Petitioner Company are made absolute in terms of prayer clauses (a), (b), (d) to (f);
13. The Petitioner Companies to lodge a copy of this order and the Scheme, duly authenticated by the Company Registrar, High Court (O.S.), Bombay with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the Order.
14. Petitioner is directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with E-Form 21 in addition to physical copy as per the relevant provisions of the Act.
15. The Petitioner Companies in both the Company Scheme Petitions to pay costs of Rs.10, 000/- each to the Regional Director, Western Region, Mumbai and the Petitioner in Company Scheme Petition No. 14 of 2013 to pay costs of Rs.10,000/- to the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from the date of the order.
16. Filing and issuance of the drawn up order is dispensed with.



Downloaded on - 26/03/2013 11:20:08 :: CMIS-CC

"Disclaimer Clause : Authenticated copy is not a Certified Copy"

## HIGH COURT, BOMBAY

0217272

6

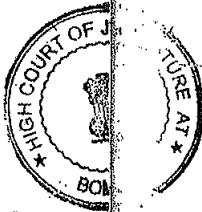
17. All concerned authorities to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O. S.), Bombay.

(Ranjit More, J)

True copy

03/04/2013  
Mrs. K. M. PANE  
COMPANY REGISTRAR  
HIGH COURT (O.S.)  
BOMBAY

TRUE COPY  
28-3-2013  
Section Officer  
High Court, Appellate Side  
Bombay



::: Downloaded on - 25/03/2013 11:20:08 :::CMIS-02

"Disclaimer Clause : Authenticated copy is not a Certified Copy"

**SCHEME OF AMALGAMATION AND ARRANGEMENT**  
**OF**  
**RELIANCE FUEL RESOURCES LIMITED : TRANSFEROR COMPANY**  
**WITH**  
**VIDARBHA INDUSTRIES POWER LIMITED : TRANSFEREE COMPANY**  
**AND THEIR RESPECTIVE SHAREHOLDERS**

**PREAMBLE**

**(A) Purpose of the Scheme**

1. This Scheme of Amalgamation and Arrangement is presented under Sections 391 to 394 read with Sections 78, 100 to 103 of the Companies Act, 1956 for merger of Reliance Fuel Resources Limited ("RFRL" or "the Transferor Company") a wholly owned subsidiary of Vidarbha Industries Power Limited ("the Transferee Company" or "VIPL") into VIPL, the Transferee Company.
2. This Scheme also provides for various other matters consequential or otherwise including in particular certain accounting policies to be followed by VIPL.

**(B) Rationale**

1. RFRL and VIPL are part of Reliance Power Group ("the Group").
2. VIPL is currently developing a 600 MW coal-based power projects located at Butibori, Maharashtra Industrial Development Corporation (MIDC) in Nagpur, Maharashtra. RFRL was incorporated with the main objects of buying, selling, distributing, marketing, transporting etc. of fuel including gases.
3. The merger of RFRL with VIPL is with a view to :
  - a. Reducing administrative cost;



- b. Removing multiple layer inefficiencies; and
- c. Achieving operational and management efficiency.

**(C) Parts of the Scheme**

The Scheme is divided into the following parts:

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

1.1.6.

1.1.7.

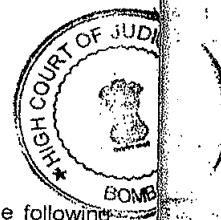
**PART 1**

**DEFINITIONS AND SHARE CAPITAL**

**1.1. DEFINITIONS**

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

- 1.1.1. **"Act" or "the Act"** means the Companies Act, 1956, or any statutory modification or re-enactment thereof for the time being in force;
- 1.1.2. **"Appointed Date"** means January 1, 2013 or such other date as may be decided by the High Court;
- 1.1.3. **"Board of Directors"** means the Board of Directors of the Transferee Company or the Transferor Company or both as the context may require and includes a committee thereof.
- 1.1.4. **"Court" or "High Court"** means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable;
- 1.1.5. **"VIPL" or "the Transferee Company"** means Vidarbha Industries Power Limited, a company incorporated under the Companies Act, 1956, and having

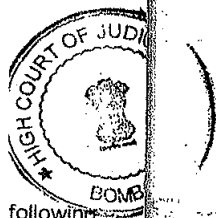


its registered office at H Block, 1<sup>st</sup> Floor, Dhirubhai Ambani Knowledge City, Koparkhairane, Navi Mumbai - 400710;

1.1.6. "Effective Date" means the last of the dates on which the certified copies of the Order of the High Court of Judicature at Bombay sanctioning the Scheme is filed with the Registrar of Companies, Maharashtra, Mumbai by the Transferor Company and the Transferee Company;

1.1.7. "Extraordinary and / or Exceptional items" means any items so considered by the Board of Directors for the time being of the Transferee Company and without limiting the generality of the foregoing, includes *inter-alia* the following:

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



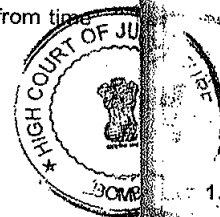
1.1.8. "General Reserves" means uncommitted reserves, not being capital reserves, available without limitation for all purposes including but not limited to declaration of dividends and bonus shares;

1.1.9. "RFRL" or "the Transferor Company" means Reliance Fuel Resources Limited, a company incorporated under the Companies Act, 1956, and having its registered office at H Block, 1<sup>st</sup> Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400710;

1.2.2.

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

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



## 1.2. SHARE CAPITAL

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

Authorised Capital	Amount in INR
22,00,000 Equity Shares of Rs 10 each	2,20,00,000
<b>Total</b>	<b>2,20,00,000</b>
<b>Issued, Subscribed &amp; Paid Up Capital</b>	
21,90,000 Equity Shares of Rs 10 each fully paid up	2,19,00,000
<b>Total</b>	<b>2,19,00,000</b>

MERC

2.1.

2.1.1.

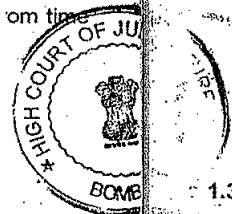
eserves,  
nited to

sources  
d having  
ge City,

eme of  
to the  
th such

gnant or  
cribed to  
56, the  
laws, as

om time



ansferor

INR

000

000

000

000

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

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

Authorised Capital	Amount in INR
15,00,00,000 Equity Shares of Rs 10 each	150,00,00,000
85,00,00,000 Preference Shares of Rs 10 each	850,00,00,000
<b>Total</b>	<b>1000,00,00,000</b>
<b>Issued, Subscribed &amp; Paid Up Capital</b>	
5,35,560 Equity Shares of Rs 10 each fully paid up	53,55,600
79,62,000 Non-Cumulative Non- Convertible Redeemable Preference Shares of Rs. 10 each fully paid-up	7,96,20,000
<b>Total</b>	<b>8,49,75,600</b>

The Transferee Company is a direct wholly owned subsidiary of Reliance Power Limited.

### 1.3. DATE OF TAKING EFFECT AND OPERATIVE DATE .

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

## PART 2

### MERGER OF THE TRANSFEROR COMPANY INTO THE TRANSFEE COMPANY

#### 2.1. TRANSFER AND VESTING OF UNDERTAKING

- 2.1.1. With effect from the opening of the business as on the Appointed Date, the entire business and whole of the undertakings of the Transferor Company including all its properties and assets (whether movable or immovable, tangible

or intangible) of whatsoever nature such as investments, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, and all other rights, title, interest, contracts, consents, approvals or powers of every kind, nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 read with Sections 78, 100 to 103 of the Act and pursuant to the orders of the High Court of Judicature at Bombay or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, shall stand transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.

2.3.

2.3.1

2.3.2

- 2.1.2. The liabilities shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by the Transferee Company pursuant to the provisions of Sections 391 to 394 read with Sections 78, 100 to 103 of the Act, so as to become the liabilities of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

2.3.3

2.3.4.

## 2.2. CANCELLATION OF SHARE CAPITAL OF THE TRANSFEROR COMPANY

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

2.3.5.

### 2.3. ACCOUNTING TREATMENT

- 2.3.1. All assets and liabilities of the Transferor Company shall be recorded in the books of the Transferee Company at their respective book values as appearing in the books of the Transferor Company;
- 2.3.2. The excess arising on transfer of assets and liabilities as per clause 2.3.1 above would be credited to the 'Capital Reserve'. In case of there being a deficit, the same shall be debited by the Transferee Company to its Capital Reserve. Such Capital Reserve shall be a reserve which arises pursuant to this Scheme and shall not be and shall not for any purpose be considered to be a reserve created by the Transferee Company.
- 2.3.3. The investments in the equity share capital of the Transferor Company shall be written off by the Transferee Company in its Profit & Loss Account and the Transferee Company shall withdraw from its General Reserve or if so decided by its Board of Directors from the Securities Premium Account, an amount to offset the said write off and credit the same to its profit and loss account.
- 2.3.4. If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Company and the Transferee Company and for the purpose of changes in accounting policies / estimates with respect to depreciation in the books of the Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in the General Reserve of the Transferee Company.
- 2.3.5. With effect from Appointed Date and for any of the financial years ending on or after the Appointed Date but on or before March 31, 2016, the Board of Directors of the Transferee Company, may accumulate any unrealized losses / expenses or unrealised gains on account of derivative / hedging contracts whether the contracts were entered into by the Transferor Company or by the Transferee Company under the head "Unrealised Derivative Losses/ Gains" to be reflected as a miscellaneous expenditure and / or as the case may be as a Reserve. On a transaction relating to a derivative or a hedge coming to an end and gain / loss becoming

realized, the realized gain or loss shall be credited to or charged to the Profit and Loss Account or if considered more appropriate by the Board of Directors of the Transferee Company to the relevant asset or liability and the corresponding amount, if any, in the "Unrealised Derivative Losses / gains" Account shall also be similarly at the discretion of the Board of Directors be transferred to the Profit and Loss Account or to the relevant Asset / Liability.

2.3.6

2.3.6. With effect from Appointed Date and for any of the financial years ending on or after the Appointed Date but on or before March 31, 2016, the Board of Directors of the Transferee Company may offset any realized / unrealized, losses / expenses/ charges on account of foreign exchange / derivative / hedging contracts whether pertaining to the Transferor Company or the Transferee Company by a corresponding withdrawal at the discretion of the Board of Directors for the time being from General Reserve or Securities Premium Account and may similarly transfer to the General Reserve any realized / unrealized gains relating to such contracts.

2.3.1

2.3.7. With effect from Appointed Date and for any of the financial years ending on or after the Appointed Date but on or before March 31, 2016, if considered appropriate by the Board of Directors of the Transferee Company any or all of the Extraordinary and Exceptional items may be adjusted against the General Reserves or Securities Premium Account of the Transferee Company. It is clarified that, as may be determined by the Board of Directors of the Transferee Company, the utilization of General Reserve or Securities Premium Account for meeting any costs/ expenses / charge / losses as above shall be either by way of withdrawal from General Reserve or Securities Premium Account and credit to profit & loss account or by way of direct charge of the said costs/ expenses / charge / losses to the General Reserve or Securities Premium Account.

2.4.1

2.3.8. The reduction of the Securities Premium Account of the Transferee Company, if any, shall be effected as an integral part of this Scheme without having to follow the process under Sections 78 read with Sections 100 to 103 of the Act separately. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital and the

ie Profit

Directors

and the

/ gains"

ctors be

ility.

ng on or

board of

realized,

ivative /

or the

n of the

curities

rve any

ng on or

nsidered

or all of

General

ny. It is

ansferer

count for

r by way

rd credit

penses /

npany, if

to follow

the Act

ability in

and the

provisions of Section 101 of the Act will not be applicable and accordingly the Order under Section 102 of the Act shall not be required.

2.3.9. Notwithstanding the adjustment of any extraordinary or exceptional items (including capital work in progress) against the general reserves of the company, the Board may credit the profit and loss account by the amount if any, of write back of such extraordinary or exceptional items, as may be deemed appropriate, in the year of such write back.

2.3.10. If thought fit by the Board of Directors of the Transferee Company, the aforesaid accounting treatment may be followed in respect of any accounts including consolidated accounts prepared by the Transferee Company under any law or regulation in force on or after the Appointed Date.

## 2. BUSINESS AND PROPERTY IN TRUST FOR THE TRANSFEE COMPANY

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

- (a) The Transferor Company shall carry on and deemed to have carried on its business and activities and shall stand possessed of their entire business and undertakings, in trust for the Transferee Company and shall account for the same to the Transferee Company.
- (b) All the income or profits accruing or arising to the Transferor Company and all costs, charges, expenses or losses incurred by the Transferor Company shall for all purposes be treated the income, profits, costs, charges, expenses and losses as the case may be of the Transferee Company.
- (c) The Transferor Company shall carry on their business and activities with reasonable diligence and business prudence and shall not alter or diversify their respective businesses nor venture into any new businesses, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of



business without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Boards of Directors of the Transferor Company and the Transferee Company.

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

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

#### 2.5. PENDING SUITS, ETC.

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

#### 2.6. CONTRACTS, DEEDS AND OTHER INSTRUMENTS.

2.6.1. Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which, the Transferor Company is a party subsisting or having effect immediately before

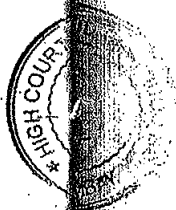
pany or  
date of  
rs of the  
purpose  
ct of the  
consent

the Scheme coming into effect shall be in full force and effect against or in favour of the Transferee Company, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

## 2.7. SAVING OF CONCLUDED TRANSACTIONS

of the  
gencies,  
law for  
any may

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



ainst the  
tinued or  
anything  
ceedings  
ansferee  
ght have  
ansferor

## 2.8. STAFF, WORKMEN & EMPLOYEES

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

s, deeds,  
rich, the  
ly before

2.8.2. It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of the Transferor Company shall become the trusts/ funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said

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

## **2.9. WINDING UP**

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

## **PART 3**

### **OTHER TERMS AND CONDITIONS**

#### **3.1. APPLICATION TO HIGH COURT**

- 3.1.1. The Transferor Company and the Transferee Company shall as may be required make applications and/or petitions under Sections 391 to 394 read with Sections 78, 100 to 103 of the Act and other applicable provisions of the Act to the High Court of Judicature at Bombay for sanction of this Scheme and all matters ancillary or incidental thereto.

#### **3.2. MODIFICATION OR AMENDMENTS TO THE SCHEME**

- 3.2.1. The Transferor Company and the Transferee Company by their respective Board of Directors may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Court and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of

the terms  
nt that all  
relation to  
any. It is  
Transferor  
if the said

Directors). The Transferor Company and the Transferee Company by their respective Board of Directors be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

### 3.3. CONDITIONALITY OF THE SCHEME

all stand

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

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

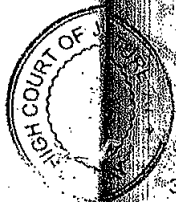
3.3.2. The Scheme being sanctioned by the High Court of Judicature at Bombay or any other authority under Sections 391 to 394 read with Sections 78, 100 to 103 of the Act.

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

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

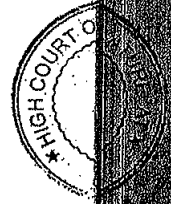
may be  
394 read  
is of the  
ame and

spective  
to the  
y other  
ise be  
oard of



### 3.4. EFFECT OF NON-RECEIPT OF APPROVALS

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



### 3.5. COSTS, CHARGES & EXPENSES

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

True copy  
  
 23/04/2013

Mrs. K. M. PANDE  
 COMPANY REGISTRAR  
 HIGH COURT (O.S.)  
 BOMBAY

Certified to be TRUE COPY  
 For RAJESH SHAH & CO.

Advocate for the Petitioner/Applicant

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 15 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 867 OF 2012

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

AND

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

AND

In the matter of Scheme of Amalgamation and Arrangement

of

Reliance Fuel Resources Limited ("RFRL" or "the Transferor Company")

with

Vidarbha Industries Power Limited ("VIPL" or "the Transferee Company")

and

their respective shareholders

**VIDARBHA INDUSTRIES POWER )**

**LIMITED**, a company incorporated under )

the provisions of the Companies Act, 1956 )

and having its registered office at H Block, )

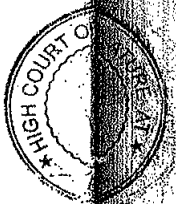
1st Floor, Dhirubhai Ambani Knowledge )

City, Koparkhairane, Navi Mumbai - )

400710.

).....Petitioner Company

to in the  
sanctioned  
the Order  
uch further  
Company  
which the  
thorised to  
ation), this  
f except in  
reunder or  
d pursuant  
out as is



ses, if any  
arrying out  
e borne by

COPY  
& CO.

//Applicant

**FORM OF MINUTE FOR REDUCTION OF SECURITIES PREMIUM**

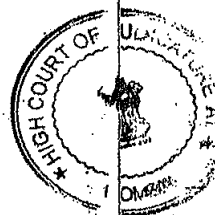
A sum upto Rs. 836,30,84,400/- (Rupees Eight Hundred and Thirty Six Crores Thirty Lacs Eighty Four Thousand Four Hundred only) presently standing to the credit of the Securities Premium Account of the Company be utilised and reduced as specified in Clause 2.3 of the Scheme.

*True copy*

*[Signature]*  
03/04/2013  
JUDGE K. M. PATIL  
CHIEF JUSTICE  
HIGH COURT (S.B.)  
BOMBAY

Certified to be TRUE COPY  
For RAJESH SHAH & CO.

*Rajesh Shah*  
Advocate for the Petitioner/Applicant



IN THE HIGH COURT OF JUDICATURE AT BOMBAY

COMPANY SCHEME PETITION NO. 15 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTIONS NO. 867 OF 2012

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

AND

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

AND

In the matter of Scheme of Amalgamation and Arrangement  
of

Reliance Fuel Resources Limited ("the Transferor Company")

with

Vidarbha Industries Power Limited ("the Transferee Company")

and

their respective shareholders

**VIDARBHA INDUSTRIES POWER LIMITED**

..... Petitioner Company

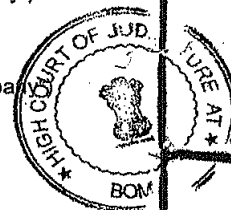
Authenticated copy of Minutes of Order dated March 15, 2013

along with the Scheme of Amalgamation and Arrangement and

Form of minutes

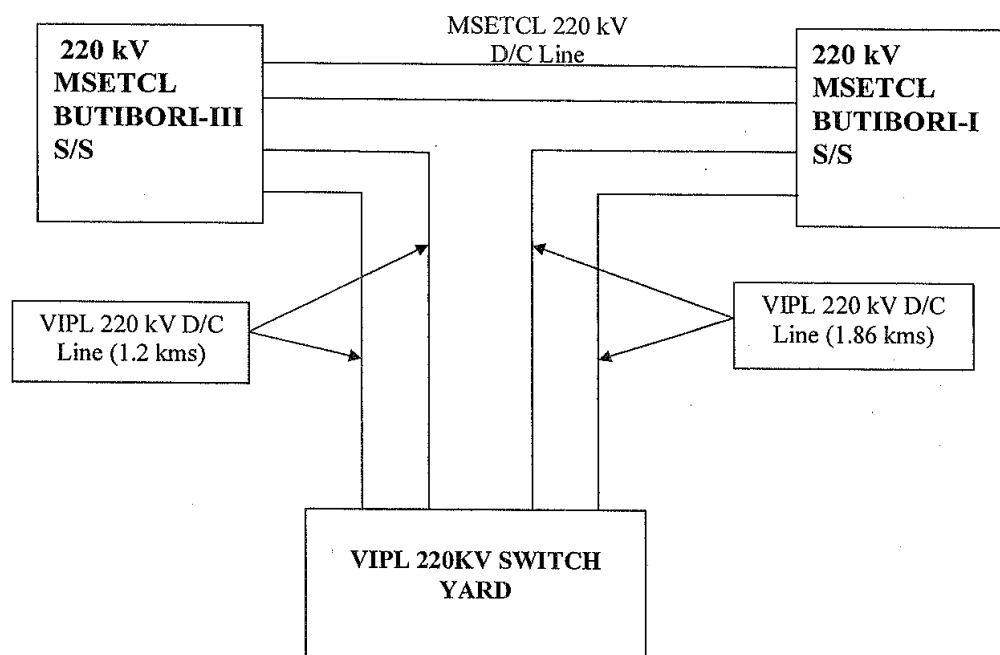
M/S RAJESH SHAH & CO  
Advocates for the Petitioner  
16, Oriental Building,  
30, Nagindas Master Road,  
Flora Fountain,  
Mumbai - 400 001.

Admitted on 16/03/2013  
Registered on 02/04/2013  
Section Writer .....  
Folio .....  
Examined by Mr. Torankar  
Compared with B. V. Jay  
Ready on 03-04-13  
Withdrawn on 05-04-13





# Annexure-3A



## Annexure-3B

**VIPL power evacuation transmission lines:**

Line 1: From VIPL 220 kV switchyard bay No. 1 & 2 to MSETCL Butibori-III substation.

Line 2: From VIPL 220 kV switchyard bay No. 9 & 11 to MSETCL Butibori-I substation.

Details of the lines:

**Line 1:**

Particular	Unit	Details
Line Voltage	kV	220
No. of Circuits	Nos	2
Length	Circuit Kms	2.4 ckt km
Type of Conductor		AL-59
No. of Towers		10
220 kV bays at MSETCL Station	AIS	Feeder bays-02no,
SLD of the evacuation scheme		Annexure 3C

**Line 2:**

Particular	Unit	Details
Line Voltage	kV	220
No. of Circuits	Nos	02
Length	Circuit Kms	3.4 ckt km over head line + 0.320 ckt km 220kV cable
Type of Conductor		AL-59
No. of Towers		14
220 kV bays at MSETCL Station	GIS	Feeder bays –2no. GIS
SLD of the evacuation scheme		Annexure 3C

## Annexure-3C

## Annexure-4

## **TECHNICAL COMPETENCE REPORT**

### **1. INTRODUCTION**

M/s Vidarbha Industries Power Limited, a subsidiary of Reliance Power Ltd, has executed 2x300MW power project at D-3, Maharashtra Industrial Development Corporation (MIDC) Industrial Area, Butibori (441122), Nagpur, and is approximately 26 Kms away from Nagpur City.

Reliance Power which owns M/s Vidarbha Industries Power Limited, is a leader amongst the Indian private sector power producers and runs one of the largest integrated power utilities in India.

The 2x300 MW Butibori Power Plant has been built with the intention of providing efficient power to the Maharashtra and has an installed capacity of 600 MW. The plant would use coal as the primary fuel and required coal is sourced from Western Coalfields Limited (WCL), through 17.2 KM rail link, from Sindhi Railway station on the Nagpur-Wardha Main line to plant premises, under a transportation arrangement with the Indian railways.

Power evacuation is being done through four no 220kV overhead transmission lines engineered and executed by our transmission group. All the four lines are having state of the art protection system which is designed, tested and commissioned by our expert protection team. Keeping in view of larger vision of efficient & effective delivery of quality power, VIPL has set the standards for transmission safety, efficiency, and reliability.

### **2. Project Execution:**

VIPL has successfully completed commissioning of following major electrical packages:

- i. 2X 300 MW SEC make Boiler Turbine Generator (BTG)
- ii. 2x 350 MVA generator transformers and 48 MVA station transformers
- iii. 2x 1000 TPH Coal Handling Plant
- iv. 220 KV 11 bay 220 KV switchyard with SCADA and ABT systems
- v. 220 KV GIS substation at MSETCL –Butibori I substation
- vi. Overhead Transmission line of 220kV Double circuit to MSETCL Butibori-3 substation with a length of 1.2 km.
- vii. 220kV transmission line of 220 kV Double circuit hybrid (overhead/ underground cable) line to MSETCL Butibori-1 substation with a length of 1.86 km.

All the above packages are implemented by R-Infra, a group company of Reliance-ADAG group as an EPC contractor. VIPL has got a technically competent workforce, who can handle any assignment ranging from bringing up of a new EHV Overhead Transmission line or laying of underground EHV cable. VIPL has an in-house competent erection and commissioning team which can do erection and commission of AIS or GIS.

#### **A. Operation and Maintenance (O&M):**

Mr. Sandeep Borade: Dy. General Manager, Electrical, Head- Electrical Maintenance  
 Qualification : BE Elect.  
 Experience : 21 Years.

**Experience:** Leading electrical maintenance team at VIPL. He has got vast experience in the field of construction, testing and commissioning of all types of HT/ LT and EHV electrical equipments and EHV transmission lines. Under his able guidance the team has successfully completed the testing, commissioning of the 2X 300 MW Thermal Power plant, 220kV VIPL switchyard, four no 220kV transmission lines and 220kV GIS at MSETCLs' Butibori# 1 substation.

Operation & Maintenance (O&M) at VIPL has got highly motivated and experienced team. In addition to conventional preventive and breakdown maintenance procedures, the team focuses on Condition Based Maintenance (CBM) techniques to increase the availability and reliability of equipments. It consists of gathering and analysis of information such as past history of break downs and present condition etc .Main objectives of CBM will be:

1. Identify O&M solutions for improving Availability & Reliability
2. Reduce premature equipment failure
3. To ensure optimal equipment performance
4. Enhance life of the equipments

The O&M team capability and expertise is enhanced as they are additionally equipped with the most recent tools and techniques, both in house and in co-ordination with our experienced vendors, which are as mentioned below:-

#### **B. Transmission System Maintenance capabilities:**

Mr. Surya Murthy: Dy. General Manager, Head- Transmission Line Maintenance  
 Qualification : B. Tech. Electrical  
 Experience : 30 Years.

**Experience:** Construction, testing and commissioning of all HT/ LT and EHV electrical equipments and EHV transmission lines. He has successfully completed various Generation, Transmission and Distribution projects in India and abroad. He has got extensive experience in execution and commissioning of Nuclear, Coal based, Hydro and Natural gas power plants over the last 30 years.



Mr. Amol Sanjore: Sr. Manager, Electrical, In Charge- Switchyard Maintenance

Qualification : ME Elect.

Experience : 10 Years.

**Experience:** He is having experience in the field of erection and commissioning of all types of HV and EHV electrical equipments and EHV transmission lines. He has successfully completed the testing and commissioning of the 220kV VIPL switchyard, consisting of 11 bays including four no 220kV transmission lines. He has successfully completed erection and commissioning of 220kV GIS at MSETCLs' Butibori# 1 substation in the targeted period.

#### **C. SCADA BASED 220 KV SWITCHYARD OPERATION :**

An advanced SCADA system is operational at 220kV switchyard and main plant. All the switching of the 33kV / 220kV equipments is carried out from the switchyard control room through the soft commands. The Latest technology protection relays are provided on all 33kV and 220kV equipments and they are hooked up to the SCADA system and time-synchronized events are captured for precise monitoring. All the operations of HT/ LT switchboards in main generating plants are being done through soft commands from the central control room.

In addition to such modern and sophisticated equipments VIPL is also well equipped with Relay testing kit, Earth Resistance kit, 5 kV Insulation Resistance kit.

#### **D. Transmission System Maintenance**

##### **Dynamic Contact Resistance Measurement (DCRM):**

The circuit breaker is the interrupter of the faults and is the most significant component for detection of disturbances in a circuit. This is the only equipment which helps to isolate the faulty section of the network and prevents the fault from entering the system & thus damaging it. Main parts of Circuit Breaker are Operating Mechanism & Interrupter unit, which is filled with SF6 gas. The physical checking involves disassembling the circuit breaker parts and reassembling the same. This method was time consuming, required more resources & long hours of outages.

To overcome this & as well as to ensure the healthiness of arcing contact, main contacts, and operating mechanism, a non-intrusive testing tool called 'Dynamic Contact Resistance Measurement' (DCRM) was adopted. With this measurement the health of the important parts of the circuit breaker can be checked through periodic tests determining the health of the breaker. Through this test we have been able to switch over from the condition based maintenance to time based or preventive maintenance. The tests have resulted in considerable improvement in preventive maintenance and assisted in avoiding outages the breaker.

This has brought down the cost of maintenance & made the equipment availability higher to serve the consumer better. The application of this technology has reduced the maintenance costs and made the equipment availability higher. VIPL is one of the few Utilities in India to adopt this recent technology.

#### **Sweep Frequency Response Analysis (SFRA):**

The start-up power received at high voltage (220kV) through our transmission lines is transformed to low voltages (6.9 kV) with Station transformers and the bulk power generated at low voltage (20kV) is transformed to high voltage (220kV), for transmission through our 220kV lines, is transformed to high voltages (220kV) by our Generator transformers (370MVA, 220/20kV). The peculiar aspect of the transformer is that since it is enclosed in a metallic tank filled with oil, it is not possible to ascertain the healthiness of the internal parts like winding, core, insulation clamping, etc. until it is inspected internally. To maintain the reliability & availability of these transformers, it needs to be periodically checked internally. If this is done in a conventional way, the transformers' has to be taken out of service for number of days, hampering a generation and causing revenue loss.

To surmount this, VIPL has implemented the recent technology of SFRA to confirm the healthiness of the transformers.

During any fault on the outgoing feeder, mechanical stresses are created due to excessive fault current. Any change in the mechanical integrity of the transformer is detected by comparing the signature of the SFRA with the base signature. This is a great non-intrusive modern technique to ascertain internal healthiness of transformer within one or two hours thereby avoiding the long and complicated process of internal inspection. VIPL is one of the few Generation and Transmission Companies in the world to adopt this technology.

#### **Online DGA - Dissolved Gas Analysis (DGA):**

The transformers are critical equipments in generation and transmission business. Ironically there are some limitations on direct physical checking of internal parts of the transformer as these are enclosed in metallic tanks.

DGA is an online technique for monitoring the healthiness of the windings in a transformer.

With this technique it is possible to predict in advance the warning of developing fault and monitor the condition of unit on load.

At VIPL we have established DGA committee consisting of experienced employees from O&M section. This committee has finalized the sampling frequency for each of

transformers, studies the results and suggests measures to take further action. Oil samples are also being sent to the NABL approved (IRDA, Baroda) laboratories.

#### **Dew point Measurement for SF6 gas:**

This is a method of detection of quality of SF6 gas in the breakers. Even though SF6 is highly stable during arcing, but there are some SF6 by-products which are highly corrosive in nature. During various operations like gas filling there is a possibility of moisture ingredient entering the breaker. This moisture with by-product of SF6 may erode internal parts of the breaker. Dew point measurement is carried out by "Purity Meter". The digitized results assist in accurate quantification and assure the actions to be taken further. VIPL has adopted the practice of monitoring the quality of SF6 gas on periodic basis to ensure the healthiness of the breakers and GIS stations.

#### **Leakage detection of SF6 gas:**

The device is used to detect the SF6 gas leakage from the circuit breakers at VIPL AIS and leakage from equipments and other gas compartments at 220kV GIS. With this the leakages are detected and arrested at the early stage resulting in reducing the downtime and possible hazards.

#### **Tans & Capacitance Measurement Kit:**

It is a sophisticated tool used to provide pre-warning against the insulation failure. Insulation has vital importance in regard to the bushing of the transformers. Transformer being important equipment in the power system and bushing being its main part necessitates all-round healthiness of its operation. Tan $\delta$  measurement facilitates determination of the bushing insulation. At VIPL, we have made use of this modern technique to detect abnormalities in 220kV CVT's, CTs and transformer bushings.

#### **Leakage current Measurement:**

The 3rd Harmonic Leakage Current Analysis of Lightning Arrestors (LA's) gives the resistive component of current flowing in the LA which is detrimental in its health. LA carries total current, which is indicated on the "Current Monitor" placed on the LA measuring in mA units.

It also facilitates to measure 3rd Harmonic current flowing in the Surge Arrestor.

The healthiness of Surge Arrestors is checked by online measurement of 3rd Harmonic that provides data for ascertaining healthiness of Surge Arrestors. The surge arresters are monitored using a special device which measures the 3rd harmonic current passing through it. VIPL has adopted the standard practice of monitoring of leakage currents on periodic basis to ensure the excellence of operations of the surge arrestors.

#### **Thermo Vision Scanning Techniques:**

VIPL uses this technique to locate the hotspots on various parts of the EHV equipments

in the switchyard and along the transmission lines. This facilitates to take proactive actions against any abnormal conditions occurring due to overheating of the equipments. It is a preventive maintenance practice.

**Hot Line Maintenance and Hot Line Washing:**

VIPL has adopted the technology for maintenance of Transmission Line which forms the backbone of the Transmission system.

Being a generation and transmission utility, makes availability of transmission lines a critical factor for power evacuation. Thus it is necessary to carry out scheduled maintenance work of transmission lines to maintain high reliability of power by substantially reducing the outages of lines.

Although we had been planning line outages for removing the critical defects for further improvements in line availability and reliability, it is decided to adopt Hot-line technique for attending further defects, which shall allow maintenance of EHV lines in 'live' condition without availing outages. The detailed information & specifications of Hot Line Techniques such as Hot line by Hot Stick method & Hot line by Bare Hand method were collected & discussed with reputed manufacturer & Central Power Research Institute (CPRI). The experts opined that, it is mandatory to avail expertise in hot stick method first, after which Bare Hand technique may be adopted. This is so because of the higher degree of risk factor involved in Bare Hand technique. It was therefore decided to procure Hot line tools and train our staff and executives in Hot Line Maintenance (HLM) by Hot Stick method at National Power Training Institute (NPTI), which is approved by the Power Ministry.

**PID - Punctured Insulator Detector:**

PID is an online test to detect faulty insulator in the string. This test facilitates determination of the insulators, shows whether the results are within permissible limits and detects the condition of the insulators. Punctured insulators pose a threat to the transmission lines as it can cause tripping of the lines and affect the availability of power. PID assists in early detection of punctured insulators thus attaining preventive maintenance. At VIPL, we use the PID method to detect the faulty insulator discs.

All these efforts have collectively led to the maintenance of the availability of VIPL transmission system to a very high level.

**E. IT Initiatives**

The progress of the organization is characterized by the ability to adapt to global technology in the agile environment keeping the pace of its sustainability edge over its resiliency. The acquaintance to the fast growing information technology has facilitated for storing, protecting, processing, transmitting, communicating and/or disseminating the information and later retrieving the information as necessary. Today all work related applications are completely computer based. The adoption of the IT initiatives has resulted in automated:

- Administration of entire systems
- Cultural development and communication
- Streamlining of business processes and timely up-gradation
- Lotus Notes has opened up scope for direct communication through text messages, email and auto-response, backed by computer security applications.
- The use of software like SAP has helped to manage information in a systematic and organized way.

Some of the IT activities being implemented at VIPL are as shown below:

- a. Preventive and Breakdown maintenance work orders through SAP
- b. Permit To Work System through SAP
- c. 3 .Procurement and inventory management through SAP
- d. SAP Document Management System
- e. Annual overhaul management through SAP PS module

We have achieved automated working conditions at our workplace by training every employee about the use of modern and up-to-date use of IT.

#### **F. Quality:**

We reflect the work culture through quality, it being the mirror of the organization's progress and performance. VIPL is in the process of acquiring quality environment and safety management systems..

We have standard operating procedures and work instructions made for each operation and maintenance activities/tasks of the equipments .This helps us to do a systematic method of doing the task effectively and efficiently.

#### **G. Training & Development:**

The need for improved productivity has become universally accepted and that it depends on efficient and effective training is not less apparent. The role played by training and development can no longer be over-emphasized. Training and development are required for the employees to enable them work towards taking the organization to its expected destination. It is against the backdrop of relative importance of training and development in relation to organization effectiveness that VIPL has initiated and encouraged various modules for existing employees and new entrants.

At VIPL, employees are supported for training in order to enhance their effectiveness. As training reduces the work of the manager in terms of close supervision it also improves the drive, initiative and quality of work of the employees thus assisting them to be more committed to achieving the goals and objectives of the organization.

Along with these, workshops, conferences and seminars related to business development and technical aspects are vigorously pursued and encouraged.

## Annexure-5