

COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION

BETWEEN

ORIENT GREEN POWER COMPANY LIMITED

AND

BHARATH WIND FARM LIMITED

AND

BIOBJILEE GREEN POWER LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS


PREAMBLE


This Composite Scheme of Arrangement and Amalgamation ('Scheme') is presented under Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956, and Section 52 of the Companies Act, 2013 and other applicable provisions of the Act (as defined hereinafter) between Orient Green Power Company Limited and Bharath Wind Farm Limited and Biobjilee Green Power Limited. This Scheme also provides for various other matters consequential or otherwise integrally connected therewith. It is hereby clarified and stated that upon the relevant Sections of the Companies Act 2013 pertaining to Scheme of Arrangement, compromise or reconstruction of companies being notified by the Ministry of Corporate Affairs ("MCA"), this Scheme shall be deemed to have been formulated and presented under Sections 230 to 240 and Section 66 of the Companies Act, 2013 read with rules made thereunder.

RATIONALE

Orient Green Power Company Limited is engaged in carrying on business of investment, ownership and operations in renewable energy areas like biomass power, wind power, biogas power and bio fuels. In order to enable greater focus on these segments, this Scheme provides for amalgamation of Bharath Wind Farm Limited with Orient Green Power Company Limited and for demerger of the Biomass Power Business of Orient Green Power Company Limited into Biobjilee Green Power Limited.

Venkatachala


R. Karan


[Signature]


Amongst others, the amalgamation of Bharath Wind Farm Limited would result in the following benefits:

- Integration of operations;
- Simplification of the group structures;
- Elimination of multiple entities within the group; and
- Enhancement of net worth of the combined business to capitalise on future growth potential, optimal utilisation of resources and better administration and cost reduction.

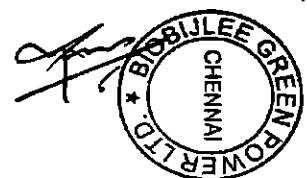
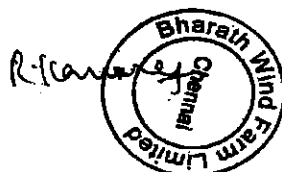
Amongst others, the demerger of the Biomass Power Business from the Demerged Company would result in the following benefits:

- Stronger business focus on individual businesses as the growth strategies related to these businesses are significantly different;
- Concentrated management focus and improved organizational capability;
- Enable unlocking of value of these businesses;
- Facilitate investment and strategic partnership for individual businesses; and
- Enhance shareholder's value

PARTS OF THE SCHEME

The Scheme is divided into following parts:

1. **Part A** deals with the Definitions, Interpretation and Share Capital;
2. **Part B** deals with the amalgamation of Bharath Wind Farm Limited with Orient Green Power Company Limited;
3. **Part C** deals with demerger of Biomass Power Business of Orient Green Power Company Limited as a going concern business into Biobijlee Green Power Limited; and
4. **Part D** deals with the General Terms and Conditions that would be applicable to the Scheme.



TREATMENT OF THE SCHEME FOR THE PURPOSES OF INCOME-TAX ACT, 1961

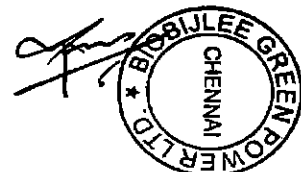
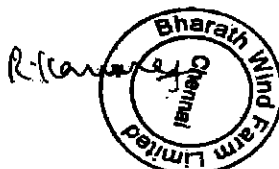
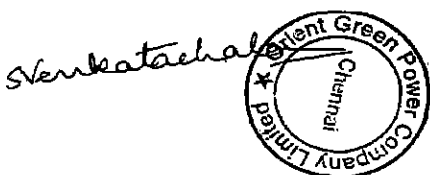
1. The amalgamation of the Transferor Company with the Transferee Company pursuant to this Scheme shall take place with effect from the Appointed Date for Amalgamation and shall be in accordance with the provisions of Section 2(1B) of the Income-tax Act, 1961. If any of the terms or provisions of Part B of the Scheme is/are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961 at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(1B) of the Income-tax Act, 1961. Such modification will however not affect the other parts of the Scheme.
2. The demerger of the Biomass Power Business of the Demerged Company into the Resulting Company pursuant to this Scheme shall take place with effect from the Appointed Date for Demerger and shall be in accordance with the provisions of Section 2(19AA) of the Income-tax Act, 1961. If any of the terms or provisions of Part C of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) of the Income-tax Act, 1961. Such modifications will however not affect the other parts of the Scheme.

PART A

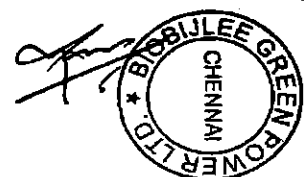
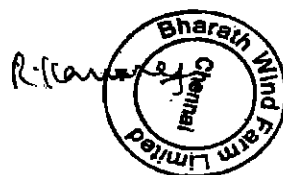
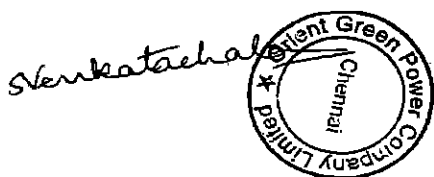
DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1 DEFINITIONS

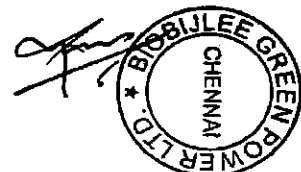
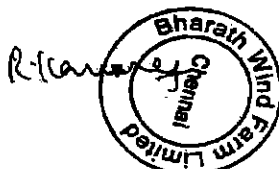
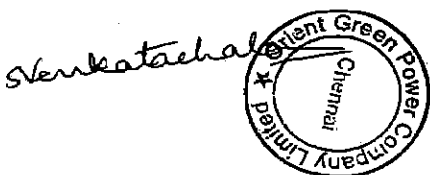
In this Scheme (as defined hereunder), unless inconsistent with the subject or context, the following expression shall have the meanings respectively assigned against them:



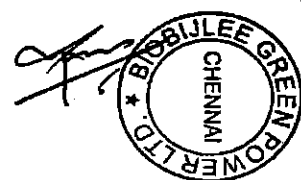
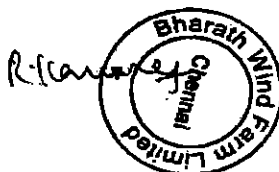
- 1.1 "Act" or "The Act" means the Companies Act, 1956, the rules and regulations made thereunder and will include any statutory modification or re-enactment thereof for the time being in force and also mean and refer to corresponding sections of the Companies Act, 2013 the rules and regulations made thereunder, as and when such corresponding sections are notified by the Central Government;
- 1.2 "Appointed Date for Amalgamation" means April 1, 2015 or such other date as the High Court of Judicature at Madras may direct / fix;
- 1.3 "Appointed Date for Demerger" means October 1, 2015 or such other date as the High Court of Judicature at Madras may direct / fix;
- 1.4 "Appropriate Authority" means any governmental, statutory, departmental or public body or authority, including Registrar of Companies, Regional Director, Company Law Board, Competition Commission of India, National Company Law Tribunal and the High Court;
- 1.5 "Board" means the Board of Directors or in relation to the Transferor Company, Resulting Company and the Transferee Company/ Demerged Company, as the case may be, means the board of directors of such Company, and shall include a committee duly constituted and authorised thereby for the purpose of matters pertaining to the Scheme and/or any other consequential or incidental matter in relation thereto;
- 1.6 "BWFL" or "the Transferor Company" means Bharath Wind Farm Limited (CIN: U31101TN2006PLC061881), a company incorporated under the Act and having its registered office at Sigappi Achi Building, 4th Floor, 18/3 Rukmini Lakshmipathi Road, Egmore, Chennai 600008, Tamil Nadu;
- 1.7 "Court" or "High Court" means the Hon'ble High Court of Judicature at Madras under the Companies Act, 1956 or such other Tribunal (i.e.) the National Company Law Tribunal ("NCLT") & the National Company Law Appellate Tribunal ("NCLAT") as constituted and authorized as per the provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under section 230 to 240 of the Companies Act, 2013.;



- 1.8 **“Demerged Business” or “Biomass Power Business”** means all the businesses, undertakings, activities, properties and liabilities, of whatsoever nature and kind and wheresoever situated, pertaining and/or relating to Demerged Company’s development and operation of multi-fuel biomass-based power plants that generate electricity from agri - residues and waste from agriculture crops, forestry and related industries, such as rice, mustard and soya bean husks, straw, cotton and maize stalks, coconut and ground nut shells, wood chips, poultry litter, and bagasse including investment in subsidiaries / special purpose vehicles engaged in similar business (together referred to as 'Biomass Power Business'), including specifically the following:
- 1.8.1 all immovable properties i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including roads, drains and culverts, bunk house, civil works, foundations for civil works, etc., which immovable properties are currently being used for the purpose of the Biomass Power Business and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties;
- 1.8.2 all assets, as are movable in nature pertaining to the Biomass Power Business, whether present or future or contingent, tangible or intangible, in possession or reversion, corporeal or incorporeal (including plant and machinery, capital work in progress, furniture, fixtures, appliances, accessories, office equipments, communication facilities, installations, vehicles, inventory, tools and plants) actionable claims, earnest monies and sundry debtors, financial assets, outstanding loans and advances, recoverable in cash or in kind or for value to be received, 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, the benefits of any bank guarantees, performance guarantees and tax related assets, including but not limited to service tax input credits, CENVAT credits, value added/sales tax/entry tax credits or set-offs, advance tax, tax deducted at source and tax refunds;



- 1.8.3 all permits, licenses, permissions, right of way, approvals, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, liberties and advantages (including pollution clearance granted by Pollution Control Board, grid connectivity approval, approval for commissioning of project and other licenses/clearances granted/issued/given by any governmental, statutory or regulatory or local or administrative bodies / organizations / companies for the purpose of carrying on the Biomass Power Business or in connection therewith) including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that pertain to the Biomass Power Business;
- 1.8.4 all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, bids, tenders, tariff policies, expression of interest, letter of intent, hire and purchase arrangements, power purchase agreements, 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, concession agreements, 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 Biomass Power Business;
- 1.8.5 all applications (including hardware, software, licenses, source codes, parameterisation and scripts), registrations, goodwill, licenses, trade names, service marks, copyrights, patents, domain names, designs, trade secrets, research and studies, technical knowhow, confidential information and all such rights of whatsoever description and nature that pertain exclusively to the Biomass Power Business;
- 1.8.6 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



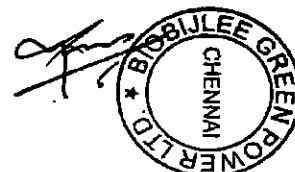
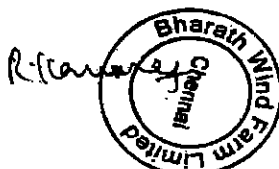
other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by Demerged Company pertaining to the Biomass Power Business or in connection with or relating to Demerged Company in respect of the Biomass Power 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 Demerged Company and pertaining to the Biomass Power Business;

1.8.7 all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, 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 Biomass Power Business;

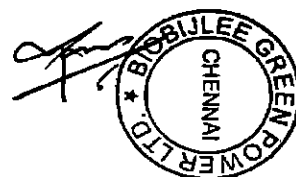
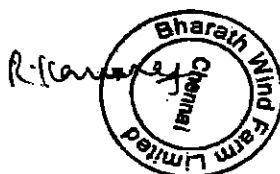
1.8.8 all debts, liabilities including contingent liabilities, duties, taxes and obligations of Demerged Company pertaining to the Biomass Power Business including:

- (a) the debts, liabilities, duties and obligations of Demerged Company which arises out of the activities or operations of the Biomass Power Business;
- (b) specific loans and borrowings raised, incurred and utilized solely for the activities or operations of or pertaining to the Biomass Power Business: and
- (c) liabilities other than those referred to in sub-clauses (a) and (b) above and not directly relatable to the Demerged Business of Demerged Company, being the amounts of general and multipurpose borrowings of Demerged Company shall be allocated to the Biomass Undertaking in the same proportion which the value of assets transferred under this Scheme bears to the total value of Demerged Company immediately before giving effect to Part (C) of the Scheme;

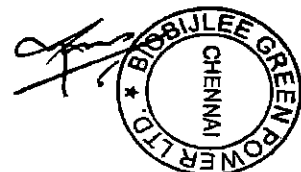
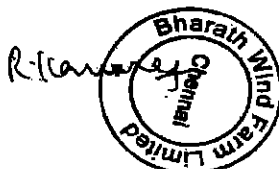
1.8.9 all employees of Demerged Company employed/engaged in the Biomass Power Business as on the Effective Date;



- 1.8.10 Without limitation to the generality of the foregoing, all the properties of the Demerged Company related to the business of power generation through biomass, including without limitation, power generation equipment, sub stations, terminal stations, foundations for tower structures/switch yards/substations, insulators, towers, transmissions accessories, appliances, tools and plants; and
- 1.8.11 all legal or other proceedings of whatsoever nature that pertain to the Biomass Power 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 Biomass Power Business or whether it arises out of the activities or operations of the Biomass Power Business, the same shall be decided by mutual agreement between Board of Directors or committee thereof of Demerged Company and Resulting Company.
- 1.9 **“Effective Date”** means the last of the dates on which all the conditions and matters referred to in Clause 28 of the Scheme occur or have been fulfilled or waived in accordance with this Scheme. References in this Scheme to date of ‘coming into effect of the Scheme’ or ‘effectiveness of the Scheme’ shall mean the Effective Date;
- 1.10 **“Encumbrance”** means any options, pledge, hypothecation, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever; and the term “Encumbered” shall be construed accordingly;
- 1.11 **“OGPCL” or “the Demerged Company” or “the Transferee Company”** means Orient Green Power Company Limited (CIN: L40108TN2006PLC061665), a company incorporated under the Act and having its registered office at Sigappi Achi Building, 4th Floor, 18/3 Rukmini Lakshmi pathi Road, Egmore, Chennai 600008, Tamil Nadu;
- 1.12 **“Remaining Business”** means all such businesses, properties and activities of the Demerged Company in relation to the business of investment, ownership and operations in renewable energy areas like wind power to the generation and sale of power by the use of wind energy in India and internationally, which will be retained in the Demerged Company after the transfer of the Demerged Business in terms of this scheme;

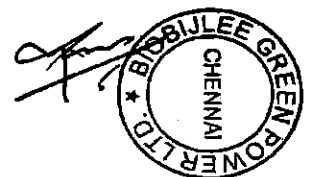
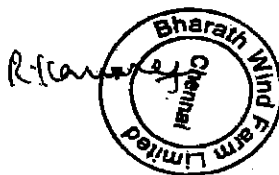
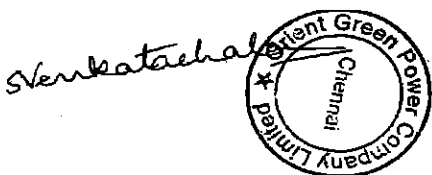


- 1.13 **“Record Date”** means the date to be fixed jointly by the Board of Directors of Orient Green Power Company Limited and Biobijlee Green Power Limited for the purposes of determining the shareholders of Orient Green Power Company Limited to whom shares would be issued in accordance with Clause 16 of this Scheme (as defined hereinafter);
- 1.14 **“Registrar of Companies”** means the Registrar of Companies Chennai, Tamil Nadu;
- 1.15 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Composite Scheme of Arrangement and Amalgamation in its present form as submitted to the Hon’ble High Court or this Scheme with such modification(s), if any made, as per Clause 27 of the Scheme;
- 1.16 **“BGPL”** or the **“the Resulting Company”** means Biobijlee Green Power Limited (formerly known as SIHL Engineers Private Limited) (CIN U40107TN2014PLC098213), a company incorporated under the Companies Act, 2013 and having its registered office at 1st Floor, Shriram House, No 4, Burkit Road T. Nagar, Chennai -600017, Tamil Nadu;
- 1.17 **“Stock Exchange”** means the BSE Limited and/or the National Stock Exchange;
- 1.18 **“Undertaking”** means all the undertakings and the entire business of the Transferor Company as a going concern, including, without limitation:
- (a) all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Transferor Company, whether situated in India or abroad, including, without limitation, plant and machinery, equipment, land, buildings and structures, offices, residential and other premises (including rights in leasehold land), capital work-in-progress, furniture, fixtures, office equipment, computers, appliances, accessories, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash and bank accounts (including bank balances), cash equivalents, contingent rights or benefits, benefits of any deposits, receivables,



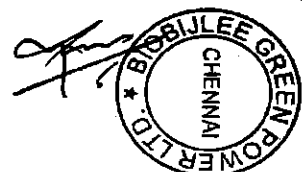
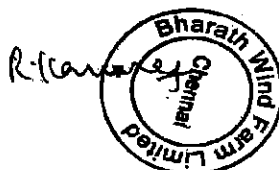
advances or deposits paid by or deemed to have been paid by the Transferor Company, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, leases (including lease rights), hire purchase contracts and assets, lending contracts, receivables and liabilities related thereto, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, tenancies in relation to the office and/or residential properties for the employees or other persons, vehicles, guest houses, share of any joint assets, and other facilities, rights to use and avail of 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 interest held in trust, registrations, contracts, engagements, arrangements of all kinds and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;

- (b) all permits, quotas, rights, entitlements, licences including but not limited to export license, import license, industrial and other licenses, bids, tenders, municipal and other statutory permissions, approvals including but not limited to right to use and avail electricity connections, water connections, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, all records, files, papers, engineering and process information, computer programs, manuals, data, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customer credit information and all other rights, title, interest, contracts, consents, approvals or powers of every kind, nature and descriptions whatsoever, bids, tenders, letters of intent, expressions of interest, development rights (whether vested or potential and whether under agreements or otherwise), municipal permissions, approvals, consents, subsidies, privileges, income tax benefits and exemptions and other benefits, receivables, and liabilities related thereto, licenses, powers and facilities of every kind, nature



and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Company;

- (c) all earnest moneys and/or security deposits paid or deemed to have been paid by the Transferor Company;
 - (d) all debts, borrowings, obligations, duties and liabilities, both present and future (including deferred tax liabilities, contingent liabilities and the liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in Indian rupees or foreign currency, whether provided for or not in the books of account or disclosed in the balance sheet of the Transferor Company; and
 - (e) all employees of Transferor Company employed/engaged as on the Effective Date;
 - (f) all intellectual property rights, trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programmes, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company;
- 1.19 All terms and words used but 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 Contracts (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 for the time being in force.
- 1.20 References to clauses, recitals and schedules, unless otherwise provided, are to clauses, recitals and schedules of and to this Scheme.
- 1.21 The headings herein shall not affect the construction of this Scheme.



- 1.22 The singular shall include the plural and vice versa; and references to one gender include all genders.
- 1.23 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.24 References to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).

2 DATE OF TAKING EFFECT AND OPERATIVE DATE

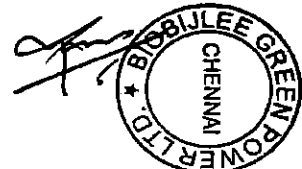
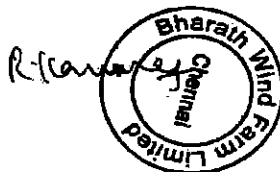
The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court or made as per Clause 27 of the Scheme, shall be effective from the Appointed Date for Amalgamation for amalgamation of the Transferor Company into the Transferee Company and Appointed Date for Demerger for demerger of Demerged Business from the Demerged Company into the Resulting Company, but shall be operative from the Effective Date.

3 SHARE CAPITAL

- 3.1 The share capital of Orient Green Power Company Limited ("the Transferee Company" or "the Demerged Company") as at June 13, 2015 is as under:

Share Capital	Amount (Rs. in Lakhs)
<u>Authorized Share Capital</u>	
800,000,000 Equity Shares of Rs. 10/- each	80,000.00
TOTAL	80,000.00
<u>Issued, subscribed and paid-up Share Capital</u>	
568,078,249 Equity Shares of Rs. 10/- each fully paid	56,807.82
TOTAL	56,807.82

- 3.2 The share capital of Bharath Wind Farm Limited ("the Transferor Company") as on June 13, 2015 is as under:



Share Capital	Amount (Rs. in Lakhs)
<u>Authorized Share Capital</u>	
75,000,000 equity shares of Rs. 10 each	7,500.00
TOTAL	7,500.00
<u>Issued, subscribed and paid-up Share Capital</u>	
71,709,285 equity shares of Rs. 10 each, fully paid up	7,170.93
TOTAL	7,170.93

The entire issued, subscribed and paid-up equity share capital of the Transferor Company is held by the Transferee Company.

- 3.3 The share capital of Biobijlee Green Power Limited ("the Resulting Company") as on June 13, 2015 is as under:

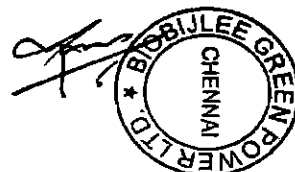
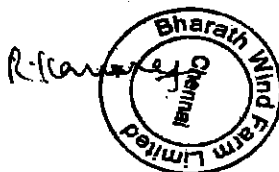
Share Capital	Amount (Rs. in Lakhs)
<u>Authorized Share Capital</u>	
50,000 equity shares of Rs. 10 each	5.00
TOTAL	5.00
<u>Issued, subscribed and paid-up Share Capital</u>	
50,000 equity shares of Rs. 10 each	5.00
TOTAL	5.00

The entire issued, subscribed and paid-up equity share capital of the Resulting Company is held by the Demerged Company.

PART B - AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY

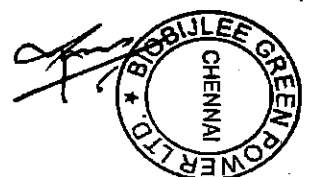
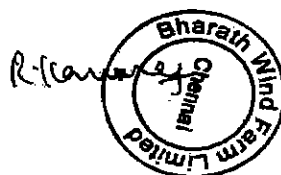
4 TRANSFER AND VESTING

- 4.1 Upon the Scheme coming into effect and with effect from the Appointed Date for Amalgamation, the Undertaking of the Transferor Company shall, pursuant to the sanction of the Scheme by the High Court and pursuant to the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, be and



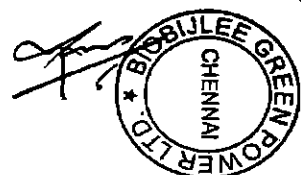
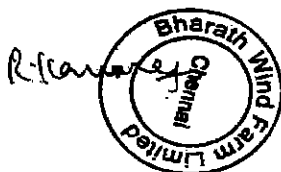
stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date for Amalgamation, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme. The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court, shall be effective from the Appointed Date for Amalgamation but shall be operative from the Effective Date.

- 4.2 Without prejudice to the generality of Clause 4.1 hereinabove, upon the Scheme coming into effect and with effect from the Appointed Date for Amalgamation, all the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances comprised in the Undertaking of whatsoever nature and wheresoever situated shall, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date for Amalgamation, the estate, assets, properties, rights, claims, title, interest and authorities of the Transferee Company.
- 4.3 Notwithstanding Clause 4.2 above, the immovable property of the Transferor Company shall stand transferred to the Transferee Company either under the Scheme or by way of a separate conveyance.
- 4.4 Without prejudice to the provisions of Clause 4.2 above, in respect of such of the assets and properties of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred by the Transferor Company upon the coming into effect of the Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date for Amalgamation pursuant to the provisions of Section 394 of the Act, without requiring any deed or instrument of conveyance for transfer of the same.
- 4.5 In respect of such of the assets and properties belonging to the Transferor Company (other than those referred to in Clause 4.4 above) including sundry debtors, 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

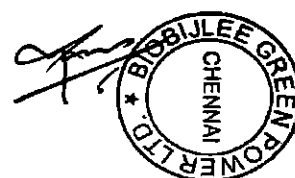
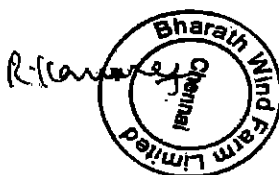


money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall stand transferred to and vested in the Transferee Company and/or deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date for Amalgamation pursuant to the provisions of Sections 391 to 394 of the Act.

- 4.6 All the licenses, permits, entitlements, quotas, approvals, sanctions, permissions, registrations, incentives, exemptions and benefits, subsidies, concessions, holidays, grants, rights, claims, leases, tenancy rights, trademarks, patents, brands, copyrights, liberties, special status (including the licenses / approvals granted by any Government, statutory or regulatory bodies for the purpose of carrying on its business or in connection therewith) and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether on, before or after the Appointed Date for Amalgamation shall, under the provisions of Sections 391 to 394 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become the licenses, permits, entitlements, quotas, approvals, sanctions, permissions, registrations, incentives, exemptions and benefits, subsidies, concessions, holidays, grants, rights, claims, leases, tenancy rights, trademarks, patents, brands, copyrights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
- 4.7 With effect from the Appointed Date for Amalgamation in accordance with the CENVAT Credit Rules 2004 framed under the Central Excise Act, 1944 as are prevalent at the time of sanction of the Scheme, the CENVAT Credit including the service tax credits lying un-utilised in the Transferor Company shall stand transferred to the Transferee Company as if the same were the CENVAT credit utilized in the Transferee Company's accounts. It is declared that the transfer of the CENVAT Credit including for service tax credits stands allowed as stock of inputs as such or in process, including capital goods and service tax paid for the input services are also transferred by the Transferor Company to the Transferee Company. The inputs including services or capital goods on which the credit has been availed of have been duly accounted for.



- 4.8 The Transferor Company may be entitled to various benefits under incentive schemes and policies under various laws, regulations and notifications. Pursuant to this Scheme it is declared that the benefits under all of such schemes and policies shall be transferred to and vest in the Transferee Company and all benefits, entitlements and incentives of any nature whatsoever' including tax concessions (not limited to income tax, unexpired credit for minimum alternate tax, minimum alternate tax, fringe benefit tax, sales tax, value added tax, turnover tax, excise duty, service tax, customs and others) and incentives shall be claimed by the Transferee Company and these shall relate back to the Appointed Date for Amalgamation as if the Transferee Company was originally entitled to all benefits under such incentive scheme and policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under the incentive schemes and policies were made available to the Transferor Company.
- 4.9 Pursuant to the Scheme coming into effect each of the permissions, approvals, consents, sanctions, remissions (including remissions under income-tax, sales tax, value added tax, turnover tax, excise duty, service tax, customs), special reservations, sales tax remissions, holidays, incentives, concessions and other authorizations relating to the Transferor Company shall stand transferred under this Scheme to the Transferee Company and the Transferee Company shall file the relevant intimations, if any, for the record of the statutory authorities who shall take them on file.
- 4.10 Benefits of any and all corporate approvals as may have already been taken by Transferor Company, whether being in the nature of compliances or otherwise, including without limitation, approvals under Sections 62, 180, 181, 185, 186 and 188 of Companies Act 2013 read with the rules and regulations made thereunder, shall stand vested in Transferee Company and the said corporate approvals and compliances shall, upon this Scheme becoming effective, be deemed to have been taken/complied with by Transferee Company.
- 4.11 The transfer and vesting of the entire business and assets and liabilities as aforesaid of the Transferor Company, shall be subject to the exiting securities, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of the Transferor Company.



Provided however, any reference in any security documents or arrangements (to which the Transferor Company is a party) to the assets of the Transferor Company offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Transferor Company as are vested in the Transferee Company by virtue of the aforesaid Clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferee Company.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of the Transferor Company vested in the Transferee Company.

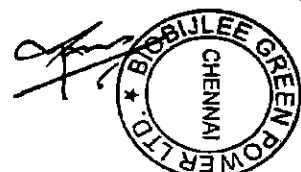
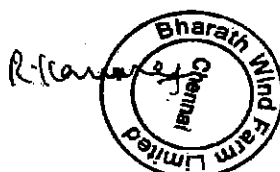
- 4.12 From the 'Effective Date' and till such time that the names of the bank accounts of the Transferor Company are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company, in its name, in so far as may be necessary.

5. CONSIDERATION FOR AMALGAMATION

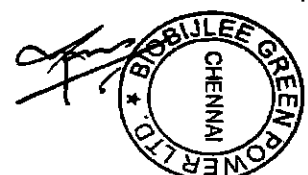
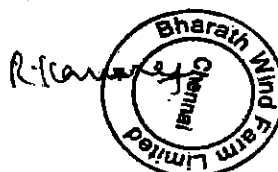
The entire issued, subscribed and paid up share capital of the Transferor Company is held by the Transferee Company. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company and the entire share capital of the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

6. ACCOUNTING TREATMENT

With effect from the Appointed Date for Amalgamation, upon the Scheme coming into effect, the accounting for the amalgamation would be done in accordance with the pooling of interests method of accounting referred in Accounting Standard 14 – Accounting for Amalgamation (AS 14). Accordingly, the Transferee Company shall record in its books of accounts as under:



- 6.1 As on the Appointed Date for Amalgamation, the Transferee Company shall record the assets, liabilities and reserves of the Transferor Company vested in it pursuant to the Scheme at their existing carrying amounts;
- 6.2 The identity of the reserves of the Transferor Company shall be maintained and the same shall be aggregated with the balances of similar reserves, if any, in the books of the Transferee Company;
- 6.3 The equity shares held by the Transferee Company in the Transferor Company will stand cancelled as on the Effective Date and there shall be no further obligation in that behalf;
- 6.4 The inter-corporate deposits / loans and advances outstanding between the Transferee Company and the Transferor Company as on the Effective Date will stand cancelled and there shall be no further obligation in that behalf;
- 6.5 The excess, being the net asset value of the Transferor Company (i.e. the book value of assets minus the book values of the liabilities and reserves of the Transferor Company as on the Appointed Date for Amalgamation) taken over as per Clause 6.1 and 6.2, after accounting for the cancellation in Clause 6.3 and Clause 6.4, and the costs, charges and expenses (including but not limited to any taxes, duties, stamp duty, registration charges, etc.) in relation to any matter arising out of the Scheme including transfer of assets of the Transferor Company to the Transferee Company in accordance with the Scheme, shall be credited by the Transferee Company to its reserves. In case the difference results in a deficit, it shall be debited by the Transferee Company to its reserves;
- 6.6 Further, in case of any differences in accounting policy between the Transferee Company and the Transferor Company, the accounting policies followed by the Transferee Company will prevail and the difference in recognition of assets and liabilities which are appearing or should appear in the books of the Transferor Company on the Appointed Date for Amalgamation, as the case may be, will be quantified and adjusted in the Profit and Loss Account of the Transferee Company mentioned earlier to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.



- 6.7 Notwithstanding the above, the Board of Directors of the Transferee Company, in consultation with its statutory auditors, is authorized to account any of the balances in any other manner, if such accounting treatment is considered more appropriate.

7. COMBINATION OF AUTHORISED SHARE CAPITAL

As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorised share capital of the Transferee Company shall automatically stand increased, without any further act, instrument or deed on the part of the Transferee Company by the authorised share capital of the Transferor Company.

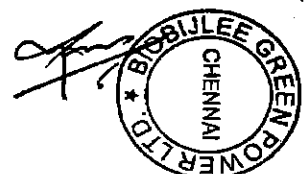
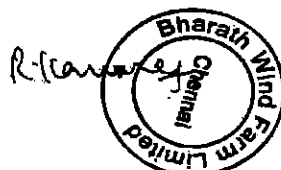
Consequently, Clause V of the Memorandum of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified, reclassified and amended pursuant to section 13, 14, 61, 64 & other applicable provisions of Companies Act, 2013 and rules made thereunder read with Section 391-394 of Companies Act, 1956 and other applicable provisions of the Act as follows:

Clause V of Memorandum of Association of the Transferee. Company shall read as under:

“The Authorized Share Capital of the Company is Rs. 875,00,00,000 /- (Rupees Eight Hundred Seventy Five crores only) divided into 87,50,00,000.(Eighty Seven crores Fifty lakhs) equity shares of Rs.10/- each.

The alteration of Authorized capital as aforesaid in Clause V, shall be effected as a part of the Scheme only and approval / consent to the Scheme by the High Court shall be deemed to be due compliance of the relevant provisions of the Act for alteration of the share capital clause in the Memorandum of Association and Articles of Association of the Transferee Company.

Upon the Scheme becoming effective, Clause 3 of the Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to sections 391 and 394 and other applicable provisions of



the Companies Act, 1956, as the case may be, in the manner set out below and be replaced by the following:

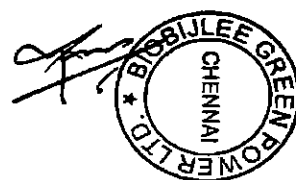
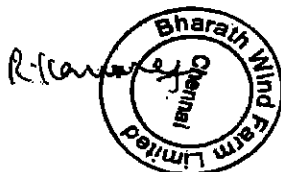
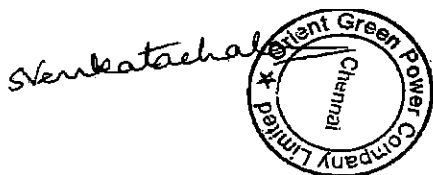
"The Authorized Share Capital of the Company is Rs. 875,00,00,000/- (Rupees Eight Hundred Seventy Five crores only) divided into 87,50,00,000.(Eighty Seven crores Fifty lakhs) equity shares of Rs.10/- each

The filing fee already paid by the Transferor Company on its authorized share capital, shall be deemed to have been so paid by the Transferee Company on the combined authorized share capital and accordingly, the Transferee Company shall not be required to pay any fee for such combined authorized share capital.

8. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

With effect from the Appointed Date for Amalgamation and up to and including the Effective Date:

- 8.1 The Transferor Company shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to its business and respective undertaking for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold their said assets with utmost prudence until the Effective Date.
- 8.2 All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company pertaining to the business and undertaking of the Transferor Company shall for all purposes be treated as the income or profits or losses or expenditure as the case may be of the Transferee Company.
- 8.3 All taxes (including, without limitation, income tax, minimum alternate tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the Undertaking before the Appointed Date for Amalgamation, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, etc.), whether by way of deduction at source, advance tax or



otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Undertaking with effect from the Appointed Date for Amalgamation up to and including the Effective Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.

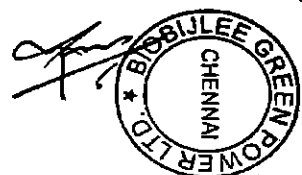
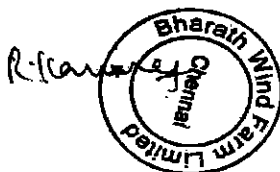
8.4 No assets of the Transferor Company shall be alienated, charged, hypothecated, mortgaged or Encumbered and the Transferor Company shall carry on the business and activities not expressly prohibited herein with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional or fresh guarantees, indemnities, letters of comfort or commitments either for itself or any third party, except in each case in the following circumstances:

- (i) if the same is in the ordinary course of business as carried on by it as on the date of filing this Scheme with the High Court;
- (ii) if the same is expressly permitted by this Scheme; and
- (iii) if prior written consent of the Board of Directors of the Transferee Company has been obtained.

8.5 The Transferor Company shall not vary the terms and conditions of employment of any of the employees except in the ordinary course of business or without the prior written consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company as the case may be, prior to the Appointed Date for Amalgamation.

8.6 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government, and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.

8.7 Except by mutual consent of the Boards of Directors of Transferor Company and Transferee Company, or except pursuant to any prior commitment, obligation or arrangement existing or undertaken by Transferor Company and/or Transferee Company as on the date of sanction of this Scheme by the Board of Directors of Transferee Company, or except as contemplated in this Scheme, pending sanction

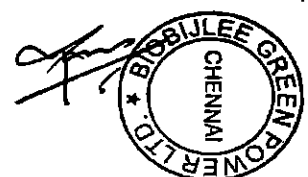
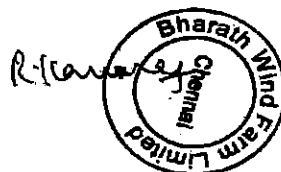
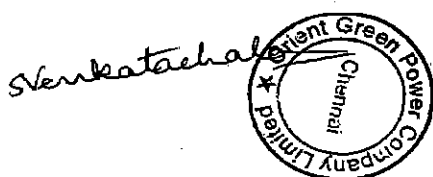


of this Scheme, Transferor Company and/or Transferee Company shall not make any change in their capital structures either by way of any increase (by issue of equity shares, bonus shares, convertible debentures, convertible securities or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of re-organisation of capital of Transferor Company and / or Transferee Company.

- 8.8 All assets acquired and all liabilities incurred by the Transferor Company after the Appointed Date for Amalgamation but prior to the Effective Date for operation of and in relation to the Transferor Company shall 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 the Scheme, subject to the provisions of this Scheme in relation to Encumbrances in favour of lenders, banks and/or financial institutions.
- 8.9 With effect from the Effective Date, the Transferee Company shall commence and carry on and shall be authorized to carry on the business of the Transferor Company earlier carried on by the Transferor Company.

9. LEGAL PROCEEDINGS

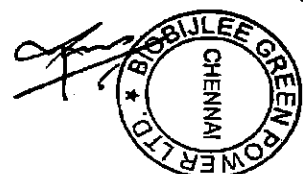
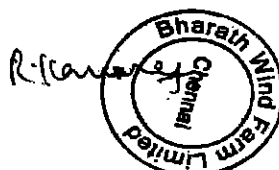
- 9.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made. The Transferee Company undertakes to have all legal or other proceedings initiated by or against by or against the Transferor Company as referred above in its name or have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company to the extent legally permissible after Scheme becoming effective. To the extent such proceedings cannot be taken over by the Transferee Company, the proceedings shall be pursued by the Transferee Company for and on behalf of the Transferor Company as per the instructions of and entirely at the cost and expenses of the Transferee Company.



- 9.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company only upon effectiveness of the Scheme and not otherwise.

10. CONTRACTS, DEEDS, ETC.

- 10.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to the Transferor Company to which the Transferor Company is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, 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.
- 10.2 The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.
- 10.3 It is expressly clarified that upon the Scheme becoming effective all taxes payable by the Transferor Company from the Appointed Date for Amalgamation onwards shall be treated as the tax liability of Transferee Company; similarly all credits for tax deduction at source and advance tax paid on the income of Transferor Company shall be available to Transferee Company; or obligation for deduction of tax at source on any payment made by or to be made by Transferor Company shall be made or deemed to have been made and duly complied with as if so made by the Transferee Company.



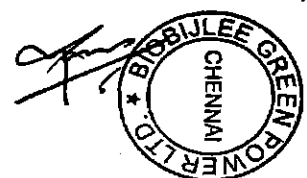
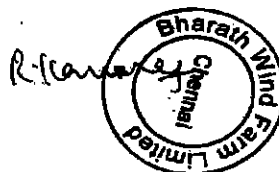
- 10.4 All cheques and other negotiable instruments, payment orders received in the name of Transferor Company after the Effective Date shall be accepted by the bankers of Transferee Company and credited to the account of Transferee Company. Similarly, the banker of Transferee Company shall honor cheques issued by Transferor Company for payment after the Effective Date.

11. SAVING OF CONCLUDED TRANSACTIONS

The transfer of assets, properties and liabilities under Clause 4 above and the continuance of legal proceedings by or against the Transferee Company under Clause 9 above shall not affect any transaction or proceedings already concluded by the Transferor Company, on or after the Appointed Date for Amalgamation 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 the Transferee Company.

12. STAFF, WORKMEN & EMPLOYEES

- 12.1 All the permanent employees of the Transferor Company, who are in service on the date immediately preceding the Effective Date shall, on and from the Effective Date become and be engaged as the employees of the Transferee Company, without any break or interruption in service as a result of the transfer and on terms and conditions not less favourable than those on which they are engaged by the Transferor Company immediately preceding the Effective Date. Services of the employees of the Transferor Company shall be taken into account from the date of their respective appointment with the Transferor Company for the purposes of all retirement benefits and all other entitlements for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account.
- 12.2 The services of such employees shall not be treated as broken or interrupted for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their appointments with the Transferor Company.
- 12.3 It is provided that as far as the Provident Fund, Gratuity Fund and Pension and/ or Superannuation Fund or any other special fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are



concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company in respect of the employees transferred with the Undertaking for all purposes whatsoever relating to the administration or operation of such Funds or Trusts or in relation to the obligation to make contribution to the said Funds or Trusts in accordance with the provisions of such Funds or Trusts as provided in the respective Trust Deeds or other documents. It is the aim and the intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds or Trusts shall become those of the Transferee Company. The Trustees including the Board of Directors of the Transferor Company and the Transferee Company or through any committee / person duly authorized by the Board of Directors in this regard shall be entitled to adopt such course of action in this regard as may be advised provided however that there shall be no discontinuation or breakage in the services of the employees of the Transferor Company.

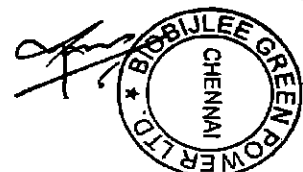
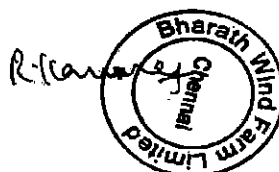
13. WINDING UP

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

**PART C - TRANSFER AND VESTING OF DEMERGED BUSINESS OF
DEMERGED COMPANY INTO RESULTING COMPANY**

15 TRANSFER AND VESTING OF DEMERGED BUSINESS

- 15.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date for Demerger, the Demerged Business shall, without any further act, instrument, deed, matter or thing, be demerged from the Demerged Company and transferred to and vested in the Resulting Company or be deemed to have been demerged from the Demerged Company, and transferred to and vested in the Resulting Company as a going concern, so as to become as and from the Appointed Date for Demerger, the estate, properties, assets, rights, claims, title, interests and authorities of the Resulting Company, pursuant to Section 394(2) of the Act.
- 15.2 Notwithstanding Clause 15.1 above, the immovable property of the Demerged Business shall stand transferred to the Resulting Company either under the Scheme or by way of a separate conveyance.




- 15.3 In respect of such of the assets of the Demerged Business as are movable in nature and/or otherwise capable of transfer by manual or constructive delivery and/or by endorsement and delivery, the same shall stand transferred by the Demerged Company to the Resulting Company upon the coming into effect of this Scheme pursuant to the provisions of Section 394 of the Act without requiring any deed or instrument of conveyance for transfer of the same, and shall become the property of the Resulting Company as an integral part of the Demerged Business.
- 15.4 In respect of assets other than those dealt with in clause 15.3 above, including but not limited to sundry debts, actionable claims, earnest monies, receivables, bills, credits, loans, advances and deposits with the Government, semi-Government, local and any other authorities and bodies and /or customers, if any, whether recoverable in cash or in kind or for value to be received, bank balances, etc. the same shall stand transferred to and vested in the Resulting Company without any notice or other intimation to any person in pursuance of the provisions of Sections 391 to 394 read with other relevant provisions of the Act to the end and intent that the right of the Demerged Company to recover or realize the same stands transferred to the Resulting Company. The Resulting Company shall, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in the Resulting Company and that appropriate modification should be made in their respective books/records to reflect the aforesaid changes.
- 15.5 Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme, all the rights, title, interest and claims of the Demerged Company in any leasehold/leave and licence/right of way properties of the Demerged Company in relation to the Demerged Business, shall, pursuant to Section 394(2) of the Act, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to or vested in the Resulting Company on the same terms and conditions.
- 15.6 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is expressly clarified that upon the coming into effect of this Scheme, all permits, licenses, permissions, right of way, approvals, clearances, consents, benefits, registrations, entitlements, credits, certificates, power purchase

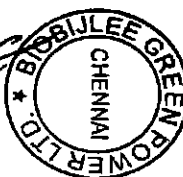
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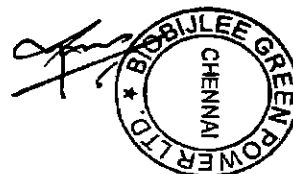
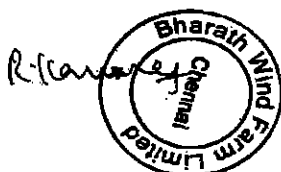


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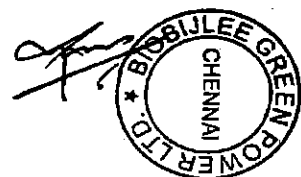
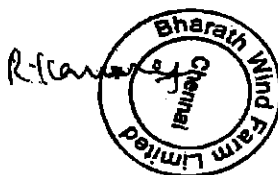
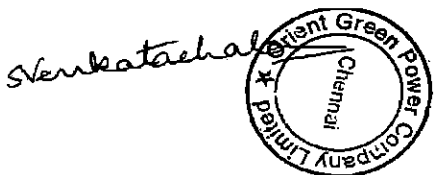


agreements, tariff policies, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, issued to or granted to or executed in favour of the Demerged Company, and the rights and benefits under the same, in so far as they relate to the Demerged Business and all quality certifications and approvals, trademarks, trade names, service marks, copy rights, domain names, designs, trade secrets, research and studies, technical knowhow and other intellectual properties and all other interests relating to the goods or services being dealt with by the Demerged Business and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents acquired by the Demerged Company in relation to the Demerged Business shall be transferred to and vested in the Resulting Company and the concerned licensors and grantors of such approvals, clearances, permissions, etc., shall endorse, where necessary, and record, in accordance with law, the Resulting Company on such approvals, clearances, permissions so as to empower and facilitate the approval and vesting of the Demerged Business of the Demerged Company in the Resulting Company and continuation of operations pertaining to the Demerged Business of the Demerged Company in the Resulting Company without hindrance and that such approvals, clearances and permissions shall remain in full force and effect in favour of or against the Resulting Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto.

- 15.7 In so far as various incentives, subsidies, exemptions, rehabilitation schemes, special status, service tax benefits, income tax holiday/benefit/losses and other benefits or exemptions or privileges enjoyed, granted by any Government body, regulatory authority, local authority or by any other person, or availed of by the Demerged Company are concerned, the same shall, without any further act or deed, in so far as they relate to Demerged Business, vest with and be available to the Resulting Company on the same terms and conditions as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Resulting Company.
- 15.8 All assets, estate, rights, title, interest and authorities acquired by the Demerged Company after the Appointed Date for Demerger and prior to the Effective Date for operation of the Demerged Business shall also stand transferred to and vested in the Resulting Company upon the coming into effect of this Scheme.



- 15.9 Upon coming into effect of this Scheme, all debts, duties, obligations, and liabilities (including contingent liabilities) of the Demerged Company relating to the Demerged Business shall without any further act, instrument or deed be and stand transferred to the Resulting Company and shall thereupon become the debts, duties, obligations, and liabilities of the Resulting Company which it undertakes to meet, discharge and satisfy to the exclusion of the Demerged Company and to keep the Demerged Company indemnified at all times from and against all such debts, duties, obligations and liabilities and from and against all actions, demands and proceedings in respect thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, obligations, duties and liabilities have arisen in order to give effect to the provisions of this clause.
- 15.10 In so far as loans and borrowings of the Demerged Company are concerned, the loans and borrowings and such amounts pertaining to the general and multipurpose loans, and liabilities, if any, which are to be transferred to the Resulting Company in terms of Clause 15.9 hereof, being a part of the Demerged Business shall, without any further act or deed, become loans and borrowings of the Resulting Company, and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had entered into such loans and incurred such borrowings. Thus, the primary obligation to redeem or repay such liabilities shall be that of the Resulting Company.
- 15.11 Where any of the liabilities and obligations of the Demerged Company as on the Appointed Date for Demerger deemed to be transferred to the Resulting Company, have been discharged by the Demerged Company after the Appointed Date for Demerger and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company and all liabilities and obligations incurred by the Demerged Company for the operations of the Demerged Business after the Appointed Date for Demerger and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the Resulting Company and to the extent of their outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Resulting Company and shall become the liabilities and obligations of the Resulting Company which shall meet, discharge and satisfy the same.




- 15.12 Any claims, liabilities or demands arising on account of the Demerged Business of the Demerged Company which relates to the period prior to the Appointed Date for Demerger but arises at any time after the Effective Date shall be entirely borne by the Resulting Company. In the event that such liability is incurred by or such claim or demand is made upon the Demerged Company, then the Resulting Company shall indemnify the Demerged Company for any payments made in relation to the same.
- 15.13 Subject to the other provisions of this Scheme, in so far as the assets of the Demerged Business are concerned, the security, pledge, existing charges and mortgages, over such assets, to the extent they relate to any loans or borrowings of the Remaining Business of the Demerged Company shall, without any further act, instrument or deed be released and discharged from the same and shall no longer be available as security, pledge, charges and mortgages in relation to those liabilities of the Demerged Company which are not transferred to the Resulting Company.
- 15.14 In so far as the assets of the Remaining Business of the Demerged Company are concerned, the security, pledge, existing charges and mortgages over such assets, to the extent they relate to any loans or borrowings of the Demerged Business shall, without any further act, instrument or deed be released and discharged from such security, pledge, charges and mortgages. The absence of any formal amendment which may be required by a bank and/or financial institution in order to affect such release shall not affect the operation of this clause.
- 15.15 In so far as the existing security in respect of the loans of the Demerged Company and other liabilities relating to the Remaining Business of the Demerged Company are concerned, such security shall, without any further act, instrument or deed be continued with the Demerged Company only on the assets remaining with the Demerged Company.
- 15.16 Without any prejudice to the provisions of the foregoing clauses, the Demerged Company and the Resulting Company shall enter into and execute such other deeds, instruments, documents and/or writings and/or do all 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 provisions of this clause and foregoing clauses, if required.

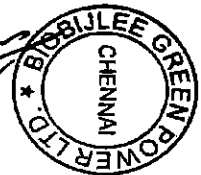
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15.17 Upon the coming into effect of this Scheme, the Demerged Company alone shall be liable to perform all obligations in respect of all debts, liabilities, duties and obligations pertaining to the Remaining Business of the Demerged Company and the Resulting Company shall not have any obligations in respect of the Remaining Business of the Demerged Company.

15.18 The foregoing provisions shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and/or superseded by the foregoing provisions.

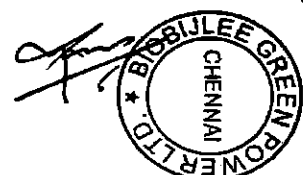
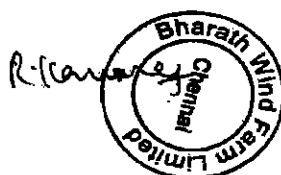
16 CONSIDERATION FOR DEMERGER

16.1 Upon this Scheme becoming effective and upon vesting of the Demerged Business of the Demerged Company in the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application or deed, issue and allot equity shares, credited as fully paid-up, to the extent indicated below, to the members of the Demerged Company, holding fully paid up equity shares in the Demerged Company and whose names appear in the Register of Members of the Demerged Company on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as may be recognized by the Board of Directors of the Resulting Company in the following manner:

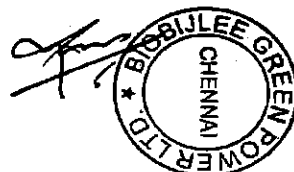
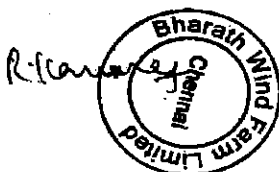
"1 (One) fully paid up Equity Share of Rs. 10 (Rupees Ten) each of Biobijlee Green Power Limited shall be issued and allotted for every 10 (Ten) fully paid up equity shares of Rs. 10 (Rupees Ten) each held in Orient Green Power Company Limited"

16.2 The consideration in the form of equity shares shall be issued and allotted by the Resulting Company in dematerialized form to all the shareholders of the Demerged Company holding such shares in dematerialized form and in physical form to all those shareholders of the Demerged Company, holding such shares in physical form as per Clause 16.7.

16.3 The equity shares to be issued and allotted by the Resulting Company to the equity shareholders of the Demerged Company shall be subject to the Scheme, the Memorandum and Articles of Association of the Resulting Company and applicable laws.

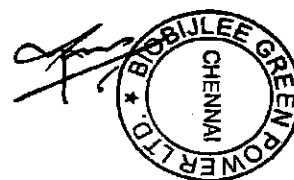
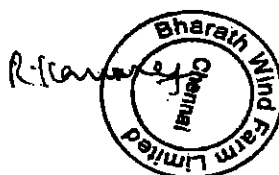


- 16.4 No shares shall be allotted in respect of fractional entitlements, by the Resulting Company to which the members of the Demerged Company may be entitled on allotment of shares as per Clause 16.1. The Board of Directors of the Resulting Company shall, instead consolidate all such fractional entitlements and thereupon allot equity shares in lieu thereof to a person authorized by the Board of Directors of the Resulting Company in this behalf who shall hold the shares in trust on behalf of the members of the Demerged Company entitled to fractional entitlements with the express understanding that such person shall sell the same on the stock exchange at such time or times and at such price or prices on the stock exchange and to such person, as he deems fit, and shall distribute the net sale proceeds, subject to tax deductions as applicable, to the members of the Demerged Company in proportion to their respective fractional entitlements. In case the number of such new shares to be allotted to the director or officer or person(s) by virtue of consolidation of fractional entitlements is a fraction, it shall be rounded off to the next integer, which will be issued in the Resulting Company to such director or officer or person(s).
- 16.5 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of Directors of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Demerged Company, after the effectiveness of this Scheme.
- 16.6 The Board of Directors of the Resulting Company shall, if and to the extent required, apply for and obtain any approvals from concerned Government / Regulatory authorities and undertake necessary compliance for the issue and allotment of equity shares to the members of the Demerged Company pursuant to clause 16.1 of the Scheme.
- 16.7 The equity shares shall be issued in dematerialized form to those shareholders who hold shares of the Demerged Company in dematerialized form, in to the account in which the Demerged Company shares are held or such other account as is intimated by the shareholders to the Demerged Company and / or its Registrar



before the Record Date. All those shareholders who hold shares of the Demerged Company in physical form shall also have the option to receive the equity shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to the Demerged Company and / or its Registrar before the Record Date. The shareholders who fail to provide such details shall be issued equity shares in physical form.

- 16.8 The new equity shares to be issued by the Resulting Company, pursuant to Clause 16.1 above, in respect of any equity shares of the Demerged Company which are held in abeyance under the provisions of Section 126 of the Companies Act, 2013 or otherwise shall, pending allotment or settlement of dispute by order of court or otherwise, be held in abeyance by the Resulting Company.
- 16.9 Approval of this Scheme by the equity shareholders of the Resulting Company shall be deemed to be the due compliance of the provisions of Section 42 and Section 62 of the Companies Act, 2013 and other relevant and applicable provisions of the Act and Companies Act, 2013 and rules made thereunder for the issue and allotment of the new equity shares by the Resulting Company to the equity shareholders of the Demerged Company, as provided in this Scheme.
- 16.10 The equity shares to be issued by the Resulting Company to the members of the Demerged Company pursuant to Clause 16.1 of this Scheme will be listed and/or admitted to trading in terms of Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 on all the Stock Exchanges on which shares of the Demerged Company are listed on the Effective Date. The Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the applicable laws or regulations for the Resulting Company with the formalities of the said Stock Exchanges. The equity shares of the Resulting Company allotted pursuant to the Scheme shall remain frozen in the depositories system till listing and trading permission is given by the designated Stock Exchange(s). There shall be no change in the shareholding pattern or control in the Resulting Company between the Record Date and the listing which may affect the status of approvals received from the Stock Exchange(s).
- 16.11 It is hereby clarified that for the purposes of Clause 16, the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of



effecting the above amendment or increase in authorised share capital of the Resulting Company, and no further resolution under Section 13, Section 14, Section 61, Section 64 of the Companies Act, 2013 or any other applicable provisions of the Act, would be required to be separately passed.

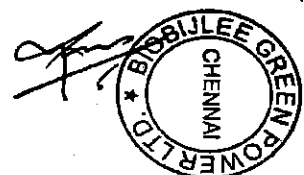
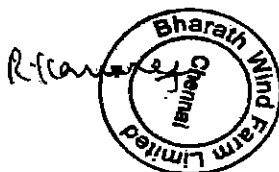
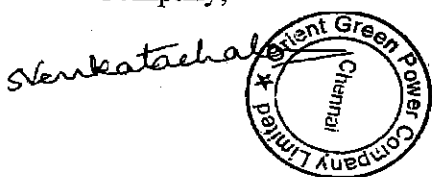
- 16.12 The Resulting Company shall, if and to the extent required to, apply for and obtain any approvals from the concerned regulatory authorities including the Reserve Bank of India, for the issue and allotment of new equity shares by the Resulting Company to the non-resident equity shareholders of the Demerged Company. The Resulting Company shall comply with the relevant and applicable rules and regulations including the provisions of Foreign Exchange Management Act, 1999, if any, to enable the Resulting Company to issue and allot new equity shares to the non-resident equity shareholders of the Demerged Company.

17 REDUCTION OF SHARE CAPITAL HELD BY THE DEMERGED COMPANY IN THE RESULTING COMPANY

Notwithstanding anything contained under the Companies Act, 1956 pursuant to the provisions of Section 391-394 read with Sections 100 to 103 of the Act, with effect from the Effective Date the existing shareholding of the Demerged Company in the Resulting Company shall be cancelled in accordance with provisions of the Scheme. The reduction of share capital of the Resulting Company shall be effected as an integral part of this Scheme without having to follow the process under Sections 100 to 103 of the Act separately and the order of the High Court sanctioning the Scheme shall be deemed to be also the order under Section 102 of the Act for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital, if any or payment of paid-up share capital, and the provisions of Section 101 of the Act will not be applicable. Notwithstanding the reduction in the equity share capital of the Resulting Company, the Resulting Company shall not be required to add "And Reduced" as suffix to its name.

18 ACCOUNTING TREATMENT IN THE BOOKS OF THE RESULTING COMPANY

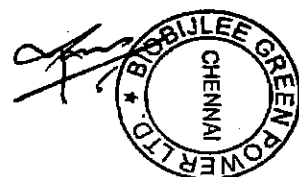
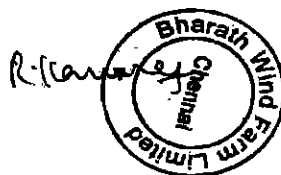
- 18.1 With effect from the Appointed Date for Demerger, upon the Scheme coming into effect, the Resulting Company shall record the assets and liabilities of the Demerged Business of the Demerged Company vested in it pursuant to this Scheme, at respective book values, as appearing in the books of the Demerged Company;



- 18.2 The Resulting Company shall credit to the share capital account, the aggregate face value of equity shares issued and allotted by it pursuant to Clause 16.1 of the Scheme;
- 18.3 The investments appearing in the books of accounts of Demerged Company being shares held in Resulting Company shall stand cancelled on the Effective Date and there shall be no further obligation in that behalf;
- 18.4 The difference being the excess of the net assets value of Demerged Business transferred to the Resulting Company, over the face value of equity shares allotted as per Clauses 16.1 and after considering the adjustment mentioned in Clause 18.3 above would be recorded as Securities Premium. Shortfall, if any, shall be recorded as Goodwill. Such Securities Premium shall be available for utilization in accordance with section 52 and other relevant provisions of Companies Act, 2013.

IN THE BOOKS OF THE DEMERGED COMPANY

- 18.5 With effect from the Appointed Date for Demerger, upon the Scheme coming into effect, the Demerged Company shall reduce the book value of assets and liabilities pertaining to the Demerged Business transferred to the Resulting Company;
- 18.6 Any inter-company balance(s) and inter-company investments as on the Effective Date will stand cancelled and there shall be no further obligation / outstanding in that behalf;
- 18.7 The excess of the book value of assets transferred over the book value of liabilities transferred, and after considering the reduction of shareholding of the Demerged Company in the Resulting Company as per Clause 17 of this Scheme, shall be adjusted against the Securities Premium Account of the Demerged Company;
- 18.8 The existing debit balance in the profit and loss account of the Demerged Company as on the Appointed Date for Demerger shall be adjusted against the Securities Premium Account of the Demerged Company;
- 18.9 Application and reduction of Securities Premium Account pursuant to above adjustment shall be as per the provisions of Section 52 of Companies Act, 2013 read with Sections 100 to 103 of the Act. The reduction of Securities Premium Account in the books of the Demerged Company shall be effected as an integral

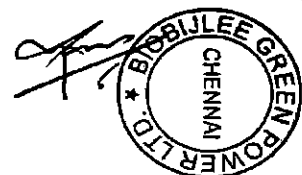
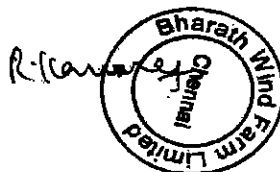


part of this Scheme without having to follow the process under Section 100 to 103 of the Act separately and the Order of the High Court sanctioning the Scheme shall be deemed to be also the Order under Section 102 of the Act for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital, if any, or payment of paid-up share capital and the provisions of Section 101 of the Act will not be applicable to the Demerged Company and it shall not be required to add the words "And Reduced" as a suffix to its name consequent upon such reduction.

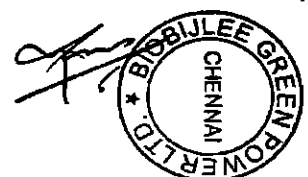
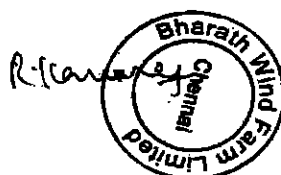
19 CONDUCT OF DEMERGED BUSINESS OF THE DEMERGED COMPANY TILL THE EFFECTIVE DATE

With effect from the Appointed Date for Demerger and up to and including the Effective Date:

- 19.1 The Demerged Company shall be deemed to have been carrying on and shall carry on its business and activities relating to the Demerged Business and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to the Demerged Business for and on account of and in trust for the Resulting Company. The Demerged Company hereby undertakes to hold its said assets with utmost prudence until the Effective Date.
- 19.2 The Demerged Company undertakes that it will preserve and carry on the business of the Demerged Business with reasonable diligence and business prudence and shall not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or Encumber the Demerged Business or any part thereof or recruit new employees or conclude settlements with union or employees without the concurrence of the Resulting Company or undertake substantial expansion or change the general character or nature of the business of the Demerged Undertaking or any part thereof save and except in each case:
- a. if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the High Court; or
 - b. if the same is expressly permitted by this Scheme; or
 - c. if the prior written consent of the Board of Directors of the Resulting Company has been obtained



- 19.3 All the profits or income accruing or arising to the Demerged Company or expenditure or losses arising or incurred or suffered by the Demerged Company pertaining to the Demerged Business shall for all purposes be treated and be deemed to be accrued as the income or profits or losses or expenditure as the case may be of the Resulting Company.
- 19.4 The Demerged Company and the Resulting Company shall be entitled, pending sanction of the Scheme, to apply to the Central/State Government and all other agencies, departments and authorities concerned as are necessary under any law or rules for such consents, approvals and sanctions, which may be required pursuant to this Scheme.
- 19.5 The Demerged Company shall not vary the terms and conditions of employment of any of the employees in relation to the Demerged Business except in the ordinary course of business or without the prior consent of the Resulting Company or pursuant to any pre-existing obligation undertaken by the Demerged Company as the case may be, prior to the Appointed Date for Demerger.
- 19.6 Except by mutual consent of the Boards of Directors of Demerged Company and Resulting Company, or except pursuant to any prior commitment, obligation or arrangement existing or undertaken by Demerged Company and/or Resulting Company as on the date of sanction of this Scheme by the Board of Directors of Demerged Company, or except as contemplated in this Scheme, pending sanction of this Scheme, Demerged Company and/or Resulting Company shall not make any change in their capital structures either by way of any increase (by issue of equity shares, bonus shares, convertible debentures, convertible securities or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of re-organisation of capital of Demerged Company and/or Resulting Company.
- 19.7 All assets acquired and all liabilities incurred by the Demerged Company after the Appointed Date for Demerger but prior to the Effective Date for operation of and in relation to the Demerged Company shall 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 Resulting Company upon the coming into effect of the Scheme, subject to the provisions of this Scheme in relation to Encumbrances in favour of lenders, banks and/or financial institutions.



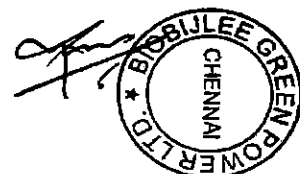
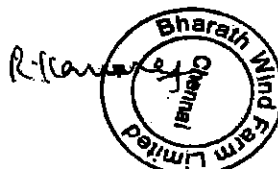
- 19.8 With effect from the Effective Date, the Resulting Company shall commence and carry on and shall be authorized to carry on the Demerged Business of the Demerged Company earlier carried on by the Demerged Company.

20 EMPLOYEES

- 20.1 On the Scheme becoming operative, all staff and employees of the Demerged Company pertaining to Demerged Business in service on the Effective Date shall be deemed to have become staff and employees of the Resulting 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 Resulting Company shall not be less favourable than those applicable to them with reference to their employment in the Demerged Company.
- 20.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts, if any, created or existing for the benefit of the staff and employees of the Demerged Company pertaining to Demerged Business or 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 Demerged Company in relation to Demerged Business in relation to such Fund or Funds shall become those of the Resulting Company. It is clarified that the services of the staff and employees of the Demerged Company pertaining to Demerged Business will be treated as having been continuous for the purpose of the said Fund or Funds.
- 20.3 The Resulting Company shall not vary the terms and conditions of employment of any of the employees of the Demerged Company pertaining to the Demerged Business except in the ordinary course of business.

21 LEGAL PROCEEDINGS

- 21.1 If any suit, appeal or other proceeding of whatever nature by or against the Demerged Company in relation to Demerged Business is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or 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



Resulting Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company in relation to Demerged Business as if this Scheme had not been made.

- 21.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Demerged Company in relation to Demerged Business, the Resulting Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Resulting Company.

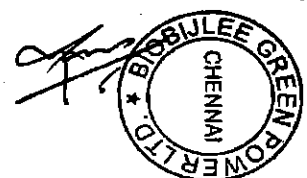
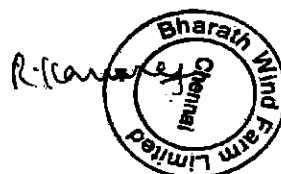
22 CONTRACTS, DEEDS, ETC.

- 22.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to Demerged Business to which the Demerged Company is a party and which is subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Resulting Company and may be enforced by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party thereto.

- 22.2 The Resulting Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Demerged Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme. The Resulting Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Demerged Company for the Demerged Business and to implement or carry out all formalities required to give effect to the provisions of this Scheme.

23 SAVING OF CONCLUDED TRANSACTIONS

The transfer of the Demerged Business of the Demerged Company into the Resulting Company under Clause 15 above and the continuance of Legal proceedings by or against the Resulting Company under Clause 21 above shall not affect any transaction or proceedings already concluded by the Demerged Company for the Demerged Business on or after the Appointed Date for Demerger till the Effective Date, to the end and intent that the Resulting Company accept and adopts all acts, deeds and things done and executed by the Demerged Company for



the Demerged Business in respect thereto as done and executed on behalf of the Resulting Company.

24 TAX CREDITS

24.1 With effect from the Appointed Date for Demerger and upon the Scheme being effective, all taxes, duties, cess receivable/ payable by Demerged Company relating to the Demerged Business including all or any refunds/credit/claims/tax losses /unabsorbed depreciation relating thereto shall be treated as the asset/liability or refunds/credit/claims/tax losses /unabsorbed depreciation, as the case may be, of the Resulting Company.

24.2 the Demerged Company and the Resulting Company are expressly permitted to revise their tax returns including tax deducted at source (TDS) certificates/ returns and to claim refunds, advance tax credits, excise and service tax credits, set off, etc., on the basis of the accounts of the Demerged Business as vested with the Resulting Company upon the coming into effect of this Scheme.

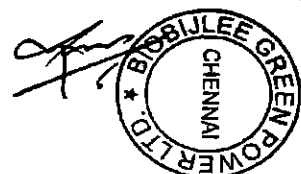
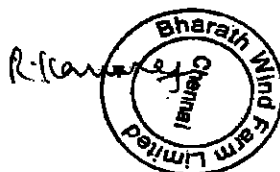
25 REMAINING BUSINESS OF DEMERGED COMPANY

25.1 The Remaining Business of Demerged Company and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company.

25.2 All legal and other proceedings by or against the Demerged Company under any statute, whether pending on the Appointed Date for Demerger or which may be instituted in future, whether or not in respect of any matter arising before the Effective Date and relating to the Remaining Business of the Demerged Company (including those relating to any property, right, power, liability, obligation or duty of the Demerged Company in respect of the Remaining Business of the Demerged Company) shall be continued and enforced by or against the Demerged Company.

25.3 With effect from the Appointed Date for Demerger and including the Effective Date –

- (a) The Demerged Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Remaining Business of the Demerged Company for and on its own behalf;
- (b) all profit accruing to the Demerged Company thereon or losses arising or incurred by it relating to the remaining business of the Demerged Company shall, for all



purposes, be treated as the profit, or losses, as the case may be, of the Demerged Company.

(c) **PART D**
GENERAL TERMS AND CONDITIONS

26 APPLICATION TO HIGH COURT OF JUDICATURE AT MADRAS

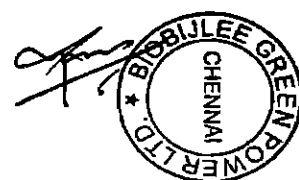
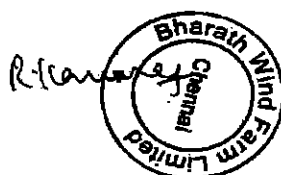
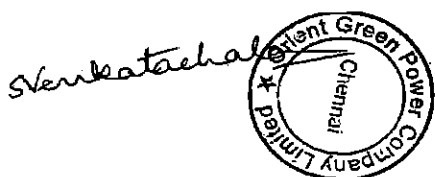
The Demerged / Transferee Company, the Transferor Company and the Resulting Company shall with all reasonable dispatch make all necessary applications to the High Court for sanctioning this Scheme under Section 391 to 394 of the Act (or such applicable provisions of the Companies Act, 2013, as the case may be) and orders under Section 394 of the Act (or such applicable provisions of the Companies Act, 2013, as the case may be), for carrying this Scheme into effect and consequent dissolution of the Transferor Company without winding up and apply for and obtain such other approvals, as required by law.

27 MODIFICATION OR AMENDMENTS TO THE SCHEME

Subject to approval of High Court, the Demerged Company, the Transferor Company and the Resulting Company with the approval of their respective Boards of Directors may consent, from time to time, on behalf of all persons concerned, to any modifications/amendments or additions/deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Boards of Directors to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds matters, and things necessary for bringing this Scheme into effect or agree to any terms and / or conditions or limitations that the Hon'ble Court or any other authorities under law may deem fit to approve of, to direct and or impose. The aforesaid powers of the Demerged Company, the Transferor Company and the Resulting Company to give effect to the modification/amendments to the Scheme may be exercised by their respective Boards of Directors or any person authorised in that behalf by the concerned Board of Directors subject to approval of the Hon'ble Court or any other authorities under applicable law.

28 CONDITIONALITY OF THE SCHEME

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



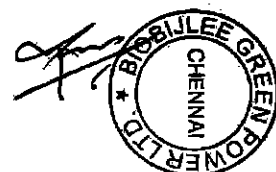
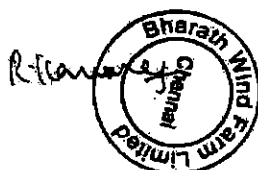
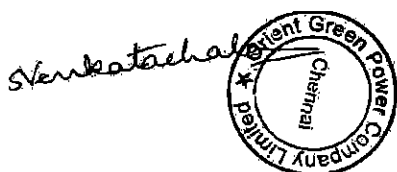
- (a) the Scheme being approved to by the respective requisite majorities of the various classes of shareholders and/or creditors of the Transferor Company, the Transferee/Demerged Company and the Resulting Company as required under the Act;
- (b) the Scheme being sanctioned by the High Court in terms of section 391 – 394 and other relevant provisions of the Act; and
- (c) the certified copies of the court orders referred to in this Scheme being filed with the Registrar of Companies.

29 EFFECT OF NON-RECEIPT OF APPROVALS

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 High Court or such other competent authority and / or the Order not being passed as aforesaid before March 31, 2016 or within such further period or periods as may be agreed upon between the Demerged Company, the Transferor Company and the Resulting Company by their Board of Directors (and which the Board of Directors of the Demerged / Transferee Company, the Transferor Company and the Resulting Company 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.

30 REPEALS AND SAVINGS

Any matter filed with Registrar of Companies, Regional Director or the Central Government under the Companies Act, 1956, before the notification of the corresponding provisions under the Companies Act, 2013 and not fully addressed at that time shall be concluded by the Registrar of Companies, Regional Director or the Central Government, as the case may be, in terms of the Act. Any direction or order given by the Hon'ble High Court under the provisions of the Act and any act done by the Demerged / Transferee Company, the Transferor Company and the Resulting Company, based on such directions or order shall be deemed to be in accordance with and consistent with the provisions of the Companies Act, 2013. Accordingly, the provisions of the Companies Act, 2013, shall not apply to acts done by the Demerged Company, the Transferor Company and the Resulting Company and as per direction or order of the Hon'ble High Court sanctioning the Scheme.



31 RESIDUAL PROVISIONS

The Transferee Company and Resulting Company shall be entitled to file/revise its income tax returns, TDS certificates, TDS returns, wealth tax returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credit of tax deducted at source, credit of foreign taxes paid/ withheld, etc., if any, as may be required consequent to implementation of this Scheme.

32 SEVERABILITY

If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Board of Directors of the Transferor Company, the Transferee Company and the Resulting Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

33 COSTS, CHARGES & EXPENSES

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 as mutually agreed by the Board of Directors of the Demerged / Transferee Company, the Transferor Company and the Resulting Company.

For ORIENT GREEN POWER COMPANY LTD.
S Venkatesh Chandra

For BHARATH WIND FARM LIMITED
Managing Director.

R. H. H. H. H.

Director

For BIOBUJLEE GREEN POWER LTD.
[Signature]
DIRECTOR



ORIENT GREEN POWER COMPANY LIMITED

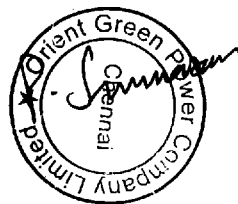
**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF
THE BOARD OF DIRECTORS OF ORIENT GREEN POWER COMPANY
LIMITED ("COMPANY") HELD ON JUNE 13, 2015**

"RESOLVED THAT the report from the Audit Committee dated 13th June 2015, recommending the draft Composite Scheme of Arrangement and Amalgamation between Orient Green Power Company Limited and Bharath Wind Farm Limited and SIHL Engineers Private Limited and their respective shareholders ("Scheme"), as placed before Board be and is hereby accepted and approved."

"RESOLVED FURTHER THAT –

(a) Pursuant to the provisions of Sections 391 to 394 read with Sections 100 - 103 of Companies Act, 1956 and pursuant to the provisions of Section 179, Section 52 and all other applicable provisions, if any, of the Companies Act, 2013 and applicable provisions of the Memorandum of Association and Articles of Association of the Company and subject to the approval by the shareholders, creditors of the Company; BSE Limited, the National Stock Exchange of India Limited (together the "Stock Exchanges"), the Securities and Exchange Board of India ("SEBI") and any other regulatory authorities and subject to sanction by the Hon'ble Madras High Court or the National Company Law Tribunal constituted under the provisions of the Companies Act, 2013 as the case may be, the draft Scheme for the merger of the entire business and undertaking of Bharath Wind Farm Limited ("BWFL") with the Company and demerger of the entire business and undertaking of the biomass power business of the Company to SIHL Engineers Private Limited ("SEPL") on the terms and conditions as provided in the Scheme, wherein SEPL is in the process of change its name to Biobijlee Green Power Private Limited and subsequently converting into Public Limited Company, be and is hereby approved;

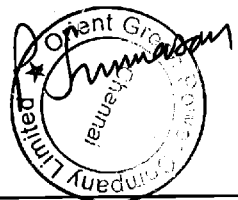
(b) no consideration shall be paid on merger of BWFL by the Company, since BWFL is a wholly owned subsidiary of the Company;





ORIENT GREEN POWER COMPANY LIMITED

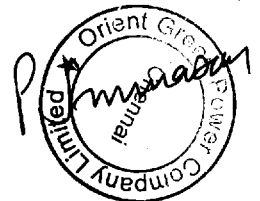
- (c) in view of the Valuation Report received from independent valuer, viz M/s Walker Chandlok & Co LLP dated 13th June 2015 and the Fairness Opinion dated 13th June 2015 received from M/s Equirus Capital Private Limited, the share entitlement ratio of 1 equity share of SEPL of face value of Rs 10 (Rupees Ten) each credited as fully paid-up for every 10 equity shares of face value of Rs 10 (Rupees Ten) each credited as fully paid-up held by such member in the Company be and is hereby approved for the purpose of the Scheme;
- (d) the effectiveness of the Scheme shall be conditional upon such terms as may be specified therein;
- (e) subject to the directions of the High Court of Judicature at Madras, the Company do appoint Mr. S.Venkatachalam, Managing Director or failing him Mr. S.Srinivasan, Director, or failing him Mr. T.Shivaraman, Vice Chairman or such other person as Chairman of the Court Convened meetings of the shareholders and/or creditors of the Company;
- (f) any one of the following, Mr. S.Venkatachalam, Managing Director, Mr. S.Srinivasan, Director, Mr. J.Sivakumar, Authorised Signatory, Mr. P.Srinivasan, Company Secretary, and Mr. K.V.Kasturi Chief Financial Officer, be and are hereby severally authorised on behalf of the Company to:
- (i) take all steps for obtaining approvals and/or consents of shareholders and creditors of the Company, banks, financial institutions, other authorities or entities and regulatory authorities whose consents are required under the law for the implementation of the Scheme as may be required and for that purpose, to initiate all necessary actions including seeking appropriate directions from the High Court of Judicature at Madras for convening/ dispensing with the class meeting of the shareholders and/or creditors and to take other consequential steps in that behalf including the preparation, circulation of the notices and explanatory statements (including the petition), and filing of all other documents required to be filed in this connection;





ORIENT GREEN POWER COMPANY LIMITED

- (ii) finalize and settle the draft Scheme, draft of the notices for convening with the meetings of the shareholders and creditors and the draft of the explanatory statement under Section 393 of the Companies Act, 1956 and other relevant provisions of the Companies Act, 1956 or Companies Act, 2013 with such modifications as they may deem fit;
- (iii) to give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under law);
- (iv) to approve withdrawal (and where applicable, re-filing) of the Scheme at any stage in case any changes and/or modifications are suggested/required to be made in the Scheme or any condition suggested, required or imposed, whether by any shareholder, creditor, SEBI, the High Court of Madras, and/or any other authority, are in its view not acceptable to the Company, and/or if the Scheme cannot be implemented otherwise, and to do all such acts, deeds and things as it may deem necessary and desirable in connection therewith and incidental thereto;
- (v) file the application, petition for Scheme in the High Court of Judicature at Madras and finalize, settle, sign and execute any affidavits, pleadings, undertakings or other documents, and to execute all such further deeds, documents and writings, with such modifications/amendments, as may be necessary in that behalf from time to time or delegate such authority to another person by a valid Power of Attorney;





ORIENT GREEN POWER COMPANY LIMITED

- (vi) make, execute, swear, declare and register all declarations, affidavits, applications, letters, papers and writings as may be required, necessary or expedient under the provisions of various applicable acts, rules, regulations or notifications of the Central and/or State Government(s) and/or any other authorities, including but not limited to Courts, Municipal authorities, Registrar of Companies, Regional Director, Sub-Registrar of Assurances, Banks/Financial Institutions, Electricity authorities, Postal authorities, etc., and to represent the Company in all correspondences, matters and proceedings before them of any nature whatsoever in relation to the above;
- (vii) liaise with the depositories and enter into such modifications to the existing depository agreement as may be required to give effect to the Scheme or any part thereof and enter into such other documents and do such other things as may be required in this behalf;
- (viii) file the Scheme with the relevant Stock Exchanges for their approval under the provisions of the Listing Agreement and/or the SEBI Circulars or as otherwise required and they be authorized to assent, if thought fit, to such alterations, conditions and modifications, if any, in the Scheme as may be prescribed or imposed by the Stock Exchanges / SEBI for conveying their approval to the Scheme and to sign / execute all such applications, letters, writings, undertakings, certificates, confirmations and all other documents, deeds as may be necessary in this regard;
- (ix) suitably inform, apply and/ or represent to the Central and/ or State Government(s) and/ or local authorities, including but not limited to the Sub-Registrar of Assurances, Customs Authorities, Excise Authorities, Income Tax Authorities, Sales Tax authorities, Value Added Tax and Entry Tax Authorities, Employees' State Insurance and Provident Fund Authorities, Railways, Airways, Airport

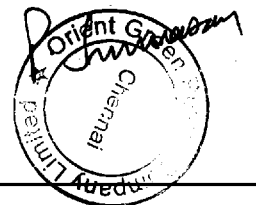




ORIENT GREEN POWER COMPANY LIMITED

Authorities, Electricity Authorities, Banks /Financial Institutions, and all other applicable authorities, agencies, etc., and/or to represent the Company before the said authorities and agencies and to sign and submit such applications, letters, forms, returns, memoranda, undertakings, declarations, deeds or documents and to take all required necessary steps and actions from time to time in the above connection, including registration of documents with the concerned Sub-Registrar of Assurances;

- (x) appoint solicitors, advocates, attorneys, pleaders, advisors, valuers, auditors, accountants, registrars, merchant bankers or any other one or more agencies, as may be required for the aforesaid purpose, on such terms and conditions as they may deem fit and also to execute Vakalatnamas, if required, in favour of any one or more persons or firms as they may deem fit and necessary;
- (xi) assent and approve any alteration or modification to the Scheme which the High Court of Judicature at Madras may deem fit to approve or impose;
- (xii) consider and approve and sign and execute all other documents, advertisements or announcements, disclosures, notices which may be sent/required to be sent to the concerned authorities, shareholders and/or to creditors on behalf of the Company;
- (xiii) incur such other expenses as may be necessary with regard to the above transaction, including payment of fees to solicitors, merchant bankers, advisors, valuers, registrars and other agencies and such other expenses that may be incidental to the above, as may be decided by them;
- (xiv) make applications to the relevant authorities or other persons for their approval to the Scheme as may be required, and to make such disclosures to governmental or regulatory authorities as may be required for the purpose;



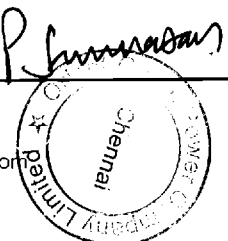


ORIENT GREEN POWER COMPANY LIMITED

- (xv) make any alterations / changes to the scheme as may be expedient or necessary;
- (xvi) affix the Common Seal of the Company on such agreements, undertakings, deeds or documents, as may be required, (including on any modifications or amendments thereto as may be required from time to time), in connection with the purpose of the above resolutions as may be required, in the presence of at least one Director and the Company Secretary;
- (xvii) send the Common Seal of the Company to any state, if so required, to facilitate execution of documents, papers in connection with the Scheme;
- (xviii) to take all such actions and steps in the above matter, as may be required from time to time, including resolving the difficulties, if any, arising as and when required in the above connection without any further reference to the Board; and
- (xix) to sign, execute and deliver such documents as may be necessary and do all such other acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid."

"RESOLVED FURTHER THAT subject to the approval of the shareholders of the Company required in terms of provisions of Section 52 of the Companies Act, 2013 and Section 100 to 103 of the Companies Act, 1956, the approval of the Board be and is hereby accorded for the utilization of the Securities Premium Account of the Company for adjusting the deficit on arising upon demerger and debit balance of profit and loss account in terms of Clause 18 of the Scheme."

"RESOLVED FURTHER THAT the approval of the Board be and is hereby accorded to seek consent of (a) shareholders of the Company, under Section 393 of the Companies Act, 1956 or any such applicable provisions under the Companies Act, 2013, in terms of the directions of the High Court, and (b) the shareholders of the Company, by means of the Special resolution for utilization of Securities Premium Account of the Company."





ORIENT GREEN POWER COMPANY LIMITED

"RESOLVED FURTHER THAT" National Stock Exchange of India Limited (NSE) be and is hereby appointed as the Designated Stock Exchange ('DSE') for the purpose of coordination with Securities and Exchange Board of India (SEBI) in respect of above referred Composite Scheme of Arrangement and Amalgamation."

"RESOLVED FURTHER THAT" consent of the Board be and is hereby accorded to the Company for availing of any certification services that may be required from the Statutory Auditors in connection with the Scheme and as prescribed under various legislations and regulations including but not limited to certification under RBI regulations, Foreign Exchange Management Act, Listing Agreement with the Stock Exchanges, SEBI Act and the guidelines / regulations framed thereunder, Companies Act 2013 and rules framed thereunder."

"RESOLVED FURTHER THAT" any Director of the Company or Mr. P. Srinivasan, Company Secretary of the Company is authorized to provide copy of the resolution to all concerned as may be necessary and they be requested to act thereon."

Date : June 13, 2015

Place : Chennai

For Orient Green Power Company Limited

P. Srinivasan
P. Srinivasan
Company Secretary





ORIENT GREEN POWER COMPANY LIMITED


EXTRACT FROM THE CIRCULAR RESOLUTION PASSED ON 29 JULY 2015

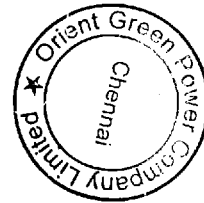
RESOLVED THAT the undertaking stating the reasons for non-applicability of requirements prescribed in Para 5.16(a) of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 as modified by Para 7 of SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013 with respect to the Scheme, duly certified by the Statutory Auditors of the Company i.e. Deloitte Haskins & Sells, as circulated to the Board be accepted and approved and that Mr. P. Srinivasan, Company Secretary be and is hereby authorized to sign the undertaking on behalf of the Board of the Company.

RESOLVED FURTHER THAT Mr. P. Srinivasan, Company Secretary of the Company be and is hereby authorized to do all such acts, things and deeds in connection with the above.

//CERTIFIED TRUE COPY//

For Orient Green Power Company Limited


P. Srinivasan
Company Secretary





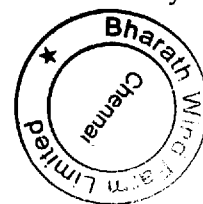
**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF
THE BOARD OF DIRECTORS OF BHARATH WIND FARM LIMITED
("COMPANY") HELD ON JUNE 13, 2015**

"RESOLVED THAT the report from the Audit Committee dated 13th June 2015, recommending the draft Composite Scheme of Arrangement and Amalgamation between Orient Green Power Company Limited and Bharath Wind Farm Limited and SIHL Engineers Private Limited and their respective shareholders ("Scheme"), as placed before Board be and is hereby accepted and approved."

"RESOLVED FURTHER THAT –

- (a) Pursuant to the provisions of Sections 391 to 394 read with Sections 100 - 103 of Companies Act, 1956 and pursuant to the provisions of Section 179, Section 52 and all other applicable provisions, if any, of the Companies Act, 2013 and applicable provisions of the Memorandum of Association and Articles of Association of the Company and subject to the approval by the shareholders, creditors of the Company; BSE Limited, the National Stock Exchange of India Limited (together the "Stock Exchanges"), the Securities and Exchange Board of India ("SEBI") and any other regulatory authorities and subject to sanction by the Hon'ble Madras High Court or the National Company Law Tribunal constituted under the provisions of the Companies Act, 2013 as the case may be, the draft Scheme, inter alia, for the merger of the entire business and undertaking of Bharath Wind Farm Limited ("BWFL") with the Orient Green Power Company ("OGPCL") on the terms and conditions as provided in the Scheme be and is hereby approved.
- (b) no consideration shall be paid on merger of BWFL by OGPCL, since BWFL is a wholly owned subsidiary of the Company;
- (c) the effectiveness of the Scheme shall be conditional upon such terms as may be specified therein;

R. Vennay



BHARATH WIND FARM LIMITED

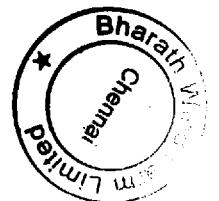
Regd. Office : "Sigapi Achi Building" – IV Floor, 18/3, Rukmani Lakshminpathi Road, Egmore, Chennai - 600 008.

Ph : (91-44) 4901 5678 Fax: (91-44) 4901 5655

CIN: U31101TN2006PLC061881



- (d) any one of the following, Mr. R. Kannan, Whole Time Director, Mr. K. Muralidharan, Director, Mr. J. Sivakumar, Authorised Signatory and Mr. P. Srinivasan, Company Secretary, be and are hereby severally authorised on behalf of the Company to:
- (i) take all steps for obtaining approvals and/or consents of shareholders and creditors of the Company, banks, financial institutions, other authorities or entities and regulatory authorities whose consents are required under the law for the implementation of the Scheme as may be required and for that purpose, to initiate all necessary actions including seeking appropriate directions from the High Court of Judicature at Madras for convening/ dispensing with the class meeting of the shareholders and/or creditors and to take other consequential steps in that behalf including the preparation, circulation of the notices and explanatory statements (including the petition), and filing of all other documents required to be filed in this connection;
 - (ii) finalize and settle the draft Scheme, draft of the notices for convening with the meetings of the shareholders and creditors and the draft of the explanatory statement under Section 393 of the Companies Act, 1956 and other relevant provisions of the Companies Act, 1956 or Companies Act, 2013 with such modifications as they may deem fit;
 - (iii) to give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under law);



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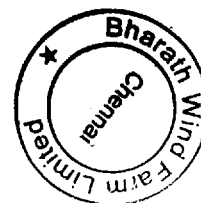
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CIN: U31101TN2006PLC061881



- (iv) to approve withdrawal (and where applicable, re-filing) of the Scheme at any stage in case any changes and/or modifications are suggested/required to be made in the Scheme or any condition suggested, required or imposed, whether by any shareholder, creditor, SEBI, the High Court of Madras, and/or any other authority, are in its view not acceptable to the Company, and/or if the Scheme cannot be implemented otherwise, and to do all such acts, deeds and things as it may deem necessary and desirable in connection therewith and incidental thereto;
- (v) file the application, petition for Scheme in the High Court of Judicature at Madras and finalize, settle, sign and execute any affidavits, pleadings, undertakings or other documents, and to execute all such further deeds, documents and writings, with such modifications/amendments, as may be necessary in that behalf from time to time or delegate such authority to another person by a valid Power of Attorney;
- (vi) make, execute, swear, declare and register all declarations, affidavits, applications, letters, papers and writings as may be required, necessary or expedient under the provisions of various applicable acts, rules, regulations or notifications of the Central and/or State Government(s) and/or any other authorities, including but not limited to Courts, Municipal authorities, Registrar of Companies, Regional Director, Sub-Registrar of Assurances, Banks/Financial Institutions, Electricity authorities, Postal authorities, etc., and to represent the Company in all correspondences, matters and proceedings before them of any nature whatsoever in relation to the above;
- (vii) liaise with the depositories and enter into such modifications to the existing depository agreement as may be required to give effect to the Scheme or any part thereof and enter into such other documents and do such other things as may be required in this behalf;

R. Ramya



BHARATH WIND FARM LIMITED

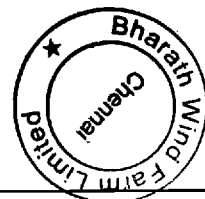
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- (viii) file the Scheme with the relevant Stock Exchanges for their approval under the provisions of the Listing Agreement and/or the SEBI Circulars or as otherwise required and they be authorized to assent, if thought fit, to such alterations, conditions and modifications, if any, in the Scheme as may be prescribed or imposed by the Stock Exchanges / SEBI for conveying their approval to the Scheme and to sign / execute all such applications, letters, writings, undertakings, certificates, confirmations and all other documents, deeds as may be necessary in this regard;
- (ix) suitably inform, apply and/ or represent to the Central and/ or State Government(s) and/ or local authorities, including but not limited to the Sub-Registrar of Assurances, Customs Authorities, Excise Authorities, Income Tax Authorities, Sales Tax authorities, Value Added Tax and Entry Tax Authorities, Employees' State Insurance and Provident Fund Authorities, Railways, Airways, Airport Authorities, Electricity Authorities, Banks /Financial Institutions, and all other applicable authorities, agencies, etc., and/or to represent the Company before the said authorities and agencies and to sign and submit such applications, letters, forms, returns, memoranda, undertakings, declarations, deeds or documents and to take all required necessary steps and actions from time to time in the above connection, including registration of documents with the concerned Sub-Registrar of Assurances;
- (x) appoint solicitors, advocates, attorneys, pleaders, advisors, valuers, auditors, accountants, registrars, merchant bankers or any other one or more agencies, as may be required for the aforesaid purpose, on such terms and conditions as they may deem fit and also to execute Vakalatnamas, if required, in favour of any one or more persons or firms as they may deem fit and necessary;
- (xi) assent and approve any alteration or modification to the Scheme which the High Court of Judicature at Madras may deem fit to approve or impose;



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- (xii) consider and approve and sign and execute all other documents, advertisements or announcements, disclosures, notices which may be sent/required to be sent to the concerned authorities, shareholders and/or to creditors on behalf of the Company;
- (xiii) incur such other expenses as may be necessary with regard to the above transaction, including payment of fees to solicitors, merchant bankers, advisors, valuers, registrars and other agencies and such other expenses that may be incidental to the above, as may be decided by them;
- (xiv) make applications to the relevant authorities or other persons for their approval to the Scheme as may be required, and to make such disclosures to governmental or regulatory authorities as may be required for the purpose;
- (xv) make any alterations / changes to the scheme as may be expedient or necessary;
- (xvi) affix the Common Seal of the Company on such agreements, undertakings, deeds or documents, as may be required, (including on any modifications or amendments thereto as may be required from time to time), in connection with the purpose of the above resolutions as may be required, in the presence of at least one Director and the Company Secretary;
- (xvii) send the Common Seal of the Company to any state, if so required, to facilitate execution of documents, papers in connection with the Scheme;
- (xviii) to take all such actions and steps in the above matter, as may be required from time to time, including resolving the difficulties, if any, arising as and when required in the above connection without any further reference to the Board; and

R. Ramay



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**BHARATH
WIND FARM**

(Subsidiary of Orient Green Power Company Limited)

(xix) to sign, execute and deliver such documents as may be necessary and do all such other acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid."

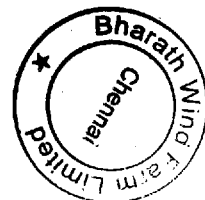
"RESOLVED FURTHER THAT any Director of the Company or Mr. P. Srinivasan, Company Secretary of the Company is authorized to provide copy of the resolution to all concerned as may be necessary and they be requested to act thereon."

Date : June 13, 2015

Place : Chennai

For Bharath Wind Farm Limited

R. Kannan
Whole Time Director



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BIOBIJLEE GREEN POWER

(Subsidiary of Orient Green Power Company Limited)

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF
THE BOARD OF DIRECTORS OF BIOBIJLEE GREEN POWER LIMITED
("COMPANY") HELD ON JUNE 13, 2015**

"RESOLVED THAT –

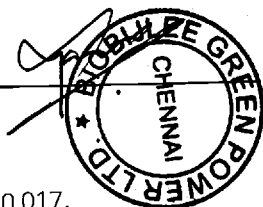
- (a) Pursuant to the provisions of Sections 391 to 394 read with Sections 100 - 103 of Companies Act, 1956 and pursuant to the provisions of Section 179, Section 52 and all other applicable provisions, if any, of the Companies Act, 2013 and applicable provisions of the Memorandum of Association and Articles of Association of the Company and subject to the approval by the shareholders, creditors of the Company; BSE Limited, the National Stock Exchange of India Limited (together the "Stock Exchanges"), the Securities and Exchange Board of India ("SEBI") and any other regulatory authorities and subject to sanction by the Hon'ble Madras High Court or the National Company Law Tribunal constituted under the provisions of the Companies Act, 2013 as the case may be, the draft Scheme, inter alia, for demerger of the entire business and undertaking of the biomass power business of Orient Green Power Company Limited to SIHL Engineers Private Limited ("SEPL") on the terms and conditions as provided in the Scheme, wherein the Company is in the process of changing its name to Biobijlee Green Power Private Limited (BGPPL) and subsequently converting into Public Limited Company, be and is hereby approved;
- (b) in view of the Valuation Report received from independent valuer, viz M/s Walker Chandlok & Co LLP dated 13th June 2015 and the Fairness Opinion dated 13th June 2015 received from M/s Equirus Capital Private Limited, the share entitlement ratio of 1 equity share of SEPL of face value of Rs 10 (Rupees Ten) each credited as fully paid-up for every 10 equity shares of face value of Rs 10 (Rupees Ten) each credited as fully paid-up held by such member in the Company be and is hereby approved for the purpose of the Scheme;
- (c) the effectiveness of the Scheme shall be conditional upon such terms as may be specified therein;

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(Formerly known as SIHL Engineers Private Limited & BIOBIJLEE Green Power Private Limited)

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Tel: 044- 49052500 | **CIN:** U40107TN2014PLC098213





BIOBIJLEE GREEN POWER

(Subsidiary of Orient Green Power Company Limited)

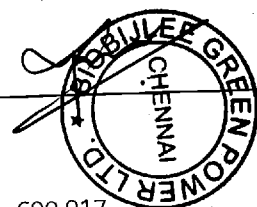
- (d) any one of the following, Mr. R. Kulothungan, Director, Mr. S. Prakash, Director, Mr. J. Sivakumar, Authorised Signatory, be and are hereby severally authorised on behalf of the Company to:
- (i) take all steps for obtaining approvals and/or consents of shareholders and creditors of the Company, banks, financial institutions, other authorities or entities and regulatory authorities whose consents are required under the law for the implementation of the Scheme as may be required and for that purpose, to initiate all necessary actions including seeking appropriate directions from the High Court of Judicature at Madras for convening/ dispensing with the class meeting of the shareholders and/or creditors and to take other consequential steps in that behalf including the preparation, circulation of the notices and explanatory statements (including the petition), and filing of all other documents required to be filed in this connection;
 - (ii) finalize and settle the draft Scheme, draft of the notices for convening with the meetings of the shareholders and creditors and the draft of the explanatory statement under Section 393 of the Companies Act, 1956 and other relevant provisions of the Companies Act, 1956 or Companies Act, 2013 with such modifications as they may deem fit;
 - (iii) to give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under law);
 - (iv) to approve withdrawal (and where applicable, re-filing) of the Scheme at any stage in case any changes and/or modifications are suggested/required to be made in the Scheme or any condition

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suggested, required or imposed, whether by any shareholder, creditor, SEBI, the High Court of Madras, and/or any other authority, are in its view not acceptable to the Company, and/or if the Scheme cannot be implemented otherwise, and to do all such acts, deeds and things as it may deem necessary and desirable in connection therewith and incidental thereto;

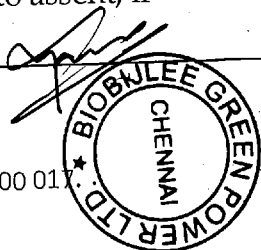
- (v) file the application, petition for Scheme in the High Court of Judicature at Madras and finalize, settle, sign and execute any affidavits, pleadings, undertakings or other documents, and to execute all such further deeds, documents and writings, with such modifications/amendments, as may be necessary in that behalf from time to time or delegate such authority to another person by a valid Power of Attorney;
- (vi) make, execute, swear, declare and register all declarations, affidavits, applications, letters, papers and writings as may be required, necessary or expedient under the provisions of various applicable acts, rules, regulations or notifications of the Central and/or State Government(s) and/or any other authorities, including but not limited to Courts, Municipal authorities, Registrar of Companies, Regional Director, Sub-Registrar of Assurances, Banks/Financial Institutions, Electricity authorities, Postal authorities, etc., and to represent the Company in all correspondences, matters and proceedings before them of any nature whatsoever in relation to the above;
- (vii) liaise with the depositories and enter into such modifications to the existing depository agreement as may be required to give effect to the Scheme or any part thereof and enter into such other documents and do such other things as may be required in this behalf;
- (viii) file the Scheme with the relevant Stock Exchanges for their approval under the provisions of the Listing Agreement and/or the SEBI Circulars or as otherwise required and they be authorized to assent, if

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thought fit, to such alterations, conditions and modifications, if any, in the Scheme as may be prescribed or imposed by the Stock Exchanges / SEBI for conveying their approval to the Scheme and to sign / execute all such applications, letters, writings, undertakings, certificates, confirmations and all other documents, deeds as may be necessary in this regard;

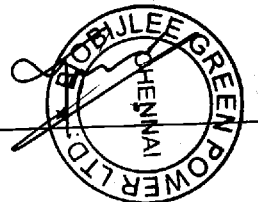
- (ix) suitably inform, apply and/ or represent to the Central and/ or State Government(s) and/ or local authorities, including but not limited to the Sub-Registrar of Assurances, Customs Authorities, Excise Authorities, Income Tax Authorities, Sales Tax authorities, Value Added Tax and Entry Tax Authorities, Employees' State Insurance and Provident Fund Authorities, Railways, Airways, Airport Authorities, Electricity Authorities, Banks /Financial Institutions, and all other applicable authorities, agencies, etc., and/or to represent the Company before the said authorities and agencies and to sign and submit such applications, letters, forms, returns, memoranda, undertakings, declarations, deeds or documents and to take all required necessary steps and actions from time to time in the above connection, including registration of documents with the concerned Sub-Registrar of Assurances;
- (x) appoint solicitors, advocates, attorneys, pleaders, advisors, valuers, auditors, accountants, registrars, merchant bankers or any other one or more agencies, as may be required for the aforesaid purpose, on such terms and conditions as they may deem fit and also to execute Vakalatnamas, if required, in favour of any one or more persons or firms as they may deem fit and necessary;
- (xi) assent and approve any alteration or modification to the Scheme which the High Court of Judicature at Madras may deem fit to approve or impose;

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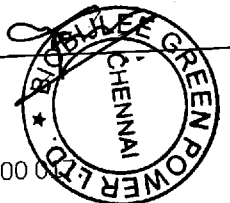
- (xii) consider and approve and sign and execute all other documents, advertisements or announcements, disclosures, notices which may be sent/required to be sent to the concerned authorities, shareholders and/or to creditors on behalf of the Company;
- (xiii) incur such other expenses as may be necessary with regard to the above transaction, including payment of fees to solicitors, merchant bankers, advisors, valuers, registrars and other agencies and such other expenses that may be incidental to the above, as may be decided by them;
- (xiv) make applications to the relevant authorities or other persons for their approval to the Scheme as may be required, and to make such disclosures to governmental or regulatory authorities as may be required for the purpose;
- (xv) make any alterations / changes to the scheme as may be expedient or necessary;
- (xvi) affix the Common Seal of the Company on such agreements, undertakings, deeds or documents, as may be required, (including on any modifications or amendments thereto as may be required from time to time), in connection with the purpose of the above resolutions as may be required, in the presence of at least one Director and the Company Secretary;
- (xvii) send the Common Seal of the Company to any state, if so required, to facilitate execution of documents, papers in connection with the Scheme;
- (xviii) to take all such actions and steps in the above matter, as may be required from time to time, including resolving the difficulties, if any, arising as and when required in the above connection without any further reference to the Board; and

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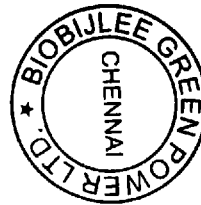
(Subsidiary of Orient Green Power Company Limited)


(xix) to sign, execute and deliver such documents as may be necessary and do all such other acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid."

"RESOLVED FURTHER THAT any Director of the Company is authorized to provide copy of the resolution to all concerned as may be necessary and they be requested to act thereon."

Place : Chennai

For Biobijlee Green Power Limited




R. Kulothungan
Director
DIN: 06829959

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Walker Chandiook & Co LLP

STRICTLY PRIVATE & CONFIDENTIAL

The Board of Directors,
Orient Green Power Company Limited,
Sigappi Achi Building – 4th Floor,
No 18 / 3,
Rukmani Lakshmi pathi Road (Marshalls Road),
Egmore, Chennai 600 008.

Walker Chandiook & Co LLP
(Formerly Walker, Chandiook & Co)
"WINGS", First Floor,
16/1, Cambridge Road,
Ulsoor, Bengaluru 560008
India
T +91 80 4243 0700
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13 June 2015

Dear Sirs,

Re: Recommendation of Fair Entitlement ratio for the purpose of proposed demerger of the Biomass Power Business of Orient Green Power Company Limited into SIHL Engineers Private Limited, pursuant to the Scheme of Arrangement under the relevant provisions of the Companies Act, 1956 and corresponding provisions of the Companies Act, 2013

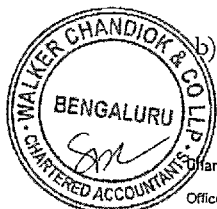
As requested by the management of Orient Green Power Company Limited (hereinafter referred to as "OGPCL"), Walker Chandiook & Co. LLP ("WCC") has undertaken this exercise to recommend fair entitlement ratio for the proposed demerger of the Biomass Power Business of OGPCL into SIHL Engineers Private Limited ("SEPL"), pursuant to the provisions of Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956, and Section 52 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 1956 and Companies Act, 2013 as provided for in the Composite Scheme of Arrangement and Amalgamation ("Scheme") with effect from the Appointed Date of 1 October 2015 ("Appointed Date").

In the following paragraphs, we have summarized the share entitlement analysis in pursuance of the above together with the description the methodology used and limitations on our scope of work.

I. CONTEXT AND PURPOSE

- a) We have been informed that the Board of Directors of OGPCL and SEPL are considering a proposal for the demerger of the Biomass Power Business of OGPCL into SEPL with effect from the Appointed Date, pursuant to the provisions of Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956, and Section 52 of the Companies Act, 2013 and other applicable provisions of the Companies Act 1956 and Companies Act 2013. We have been further informed that the demerger of the Biomass Power Business of OGPCL into SEPL shall be in accordance with the provisions of section 2(1B) of the Income-tax Act, 1961.

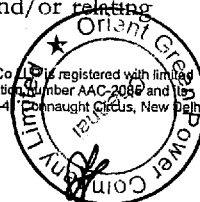
- b) As per the proposed Scheme, the "Biomass Power Business" or "Demerged Business" includes all the businesses, undertakings, activities, properties and liabilities, pertaining and/or relating



Chartered Accountants

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to OGPCL's development and operation of multi-fuel biomass-based power plants that generate electricity from agri - residues and waste from agriculture crops, forestry and related industries, such as rice, mustard and soya bean husks, straw, cotton and maize stalks, coconut and ground nut shells, wood chips, poultry litter, and bagasse including investment in subsidiaries / special purpose vehicles engaged in similar business.

- c) In this regard, we have been appointed by OGPCL to recommend fair entitlement ratio of shares in the event of demerger of the Biomass Power Business of OGPCL into SEPL, for the consideration of the Board of Directors of OGPCL and SEPL.
- d) The information contained herein and our report is confidential. It is intended only for the sole use and information of OGPCL and SEPL, and only in connection with the proposed demerger as aforesaid including for the purpose of obtaining requisite approvals. It is to be noted that any reproduction, copying or otherwise quoting of this report or any part thereof, other than in connection with the proposed demerger as aforesaid, can be done only with our prior permission in writing.

II. BACKGROUND INFORMATION

- a) OGPCL is engaged in the business of investment, ownership and operations in renewable energy areas like biomass power, wind power, biogas power and bio fuels.
- b) The current issued, subscribed and paid-up share capital of OGPCL is 568,078,249 equity shares of Rs 10 each fully paid-up.
- c) SEPL is a company incorporated under the Companies Act, 2013 and has its registered office at 1st Floor, Shriram House, No 4, Burkit Road T. Nagar, Chennai -600017, Tamil Nadu. Currently SEPL does not have any operations and is a wholly owned subsidiary of OGPCL. The main objective of SEPL is to generate electrical power from Biomass /Non-conventional energy sources as Independent Power Producer (IPP).
- d) We understand that the Board of Directors of SEPL have passed a resolution for a change in the name of the company. Accordingly, SEPL has applied for a name change with the Registrar of Companies.
- e) The current issued, subscribed and paid-up share capital of SEPL is 50,000 equity shares of Rs 10 each fully paid-up. Pursuant to the Scheme, the existing equity shares of SEPL shall be cancelled and new shares shall be issued.

III. METHODOLOGY

Proposed demerger of the Biomass Power Business of OGPCL into SEPL

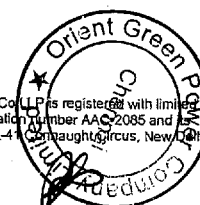
As per the proposed Scheme, in consideration of the transfer and vesting of the Biomass Power Business of OGPCL into SEPL, SEPL shall issue & allot equity shares to the equity shareholders of OGPCL based on the share entitlement ratio.



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We understand from the management of OGPCL and SEPL that in the event of demerger of the Biomass Power Business of OGPCL into SEPL, the ratio of allotment of equity shares to the shareholders of OGPCL is determined on the basis of desired capital structure of SEPL (post-demerger). As SEPL is a wholly owned subsidiary of OGPCL, the management of OGPCL have further indicated that the shareholding of SEPL pursuant to the proposed demerger of the Biomass Power Business of OGPCL into SEPL would be, effectively, same as the shareholding of OGPCL (pre-demerger) as the new shares of SEPL would be issued to the shareholders of OGPCL in proportion to their shareholding in OGPCL (pre-demerger). Thus, we understand that the interest of the shareholders in the Biomass Power Business of OGPCL will effectively remain unchanged and therefore from that perspective would not be prejudicially affected.

IV. SOURCES OF INFORMATION

For the purposes of arriving at the share entitlement exercise, we have relied upon the following sources of information:

- Information on business and profile from official website of OGPCL;
- Proposed Scheme of Arrangement between OGPCL, Bharath Wind Farm Limited & SEPL and their respective shareholders for the amalgamation of Bharath Wind Farm Limited with Orient Green Power Company Limited and demerger of the Biomass Power Business of OGPCL into SEPL, pursuant to the relevant provisions of the Companies Act, 1956 and Companies Act, 2013;
- Management information on OGPCL's and SEPL's shareholding as on the current date;
- Correspondence with the management;
- International Database and other internet sources;

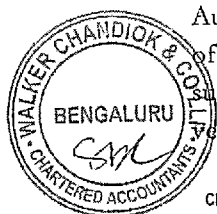
In addition to the above, we have also obtained such other information and explanations which were considered relevant for the purpose of our Analysis.

V. CAVEATS

Our report is subject to the scope limitations detailed hereinafter. As such the report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein

Provisions of recommendations and considerations of the issues described herein are areas of our regular corporate advisory practice. The services do not represent accounting, audit, and financial due diligence review, consulting, transfer pricing or domestic tax-related services that may otherwise be provided by WCC.

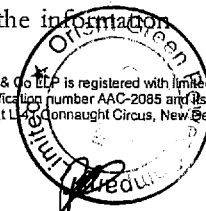
Our analysis and review of the OGPCL and SEPL does not constitute an audit in accordance with Auditing Standards. We have relied on explanations and information provided by the management of OGPCL and accepted the information provided to us as accurate. Although, we have reviewed such data for consistency and reasonableness, we have not independently investigated or otherwise verified the data provided. Nothing has come to our attention to indicate that the information



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provided had material mis-statements or would not afford reasonable grounds upon which to base the report.

We have relied on data from external sources. These sources are considered to be reliable and therefore, we assume no liability for the accuracy of the data. We have assumed that the business continues normally without any disruptions due to statutory or other external/internal occurrences. We have also assumed that the transaction proceeds as envisaged without any delays or disruptions and is consummated immediately.

The scope of our work has been limited to the extent of arriving at the fair entitlement ratio as explained in para II and III. There may be matters, other than those noted in this report, which might be relevant in the context of the transaction and which a wider scope might uncover. The share entitlement analysis recommendation contained herein is not intended to represent the value at any time other than the date that is specifically stated in this report. This report is issued on the understanding that the management of OGPCL have drawn our attention to all matters of which they are aware concerning the financial position of the businesses, which may have an impact on our report up to the date of issue, for the purpose of the proposed demerger, including any significant changes that have taken place or are likely to take place in these, subsequent to the proposed Appointed Date for the demerger. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

We have no present or planned future interest in OGPCL or SEPL and the fee for this report is not contingent upon the values reported herein. Our analysis should not be construed as investment advice; specifically, we do not express any opinion on the suitability or otherwise of entering into any transaction with OGPCL or SEPL.

Our report is should not it be construed as our opining or certifying the compliance of the proposed demerger with the provisions of any law including companies, taxation and capital market related laws or as regards any legal implications or issues arising thereon.

VI. DISTRIBUTION OF REPORT

This report is confidential and has been prepared exclusively for the Board of Directors of OGPCL and SEPL as provided in our engagement letter dated 9 June 2015. It should not be used, reproduced or circulated to any other person or for any purpose other than as mentioned above, in whole or in part, without the prior written consent of WCC. Such consent will only be given after full consideration of the circumstances at the time. However, we understand that this report will be shared with the advisors of OGPCL and SEPL supporting the proposed transaction as well as with statutory authorities. Please note that we do not have any responsibility or liability to the Addressee's advisors, consultants, shareholders / investors or any other third party.

VII. ENTITLEMENT RATIO

On the basis of the foregoing, as proposed by the management of OGPCL and SEPL,

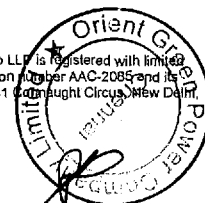
a share entitlement ratio in the event of demerger of the Biomass Power Business of OGPCL into SEPL would be, 1 (One) fully paid equity share of Rs. 10 (Rupees Ten) each of SEPL shall be



Chartered Accountants

Offices in Bengaluru, Chandigarh, Chennai, Gurgaon, Hyderabad, Kolkata, Mumbai, New Delhi, Noida and Pune

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Walker Chandiok & Co LLP

issued and allotted for every 10 (Ten) fully paid equity shares of Rs. 10 (Rupees Ten) each held in OGPCL.

Please feel free to contact us in case you require any additional information or clarifications.

Thanking you,

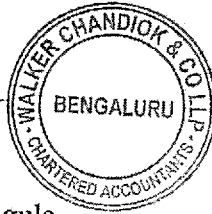
For Walker Chandiok & Co LLP

(Formerly Walker, Chandiok & Co)

Chartered Accountants

Firm Registration No: 001076N/N500013

Shashishekhar Chaugule



per Shashishekhar Chaugule

Partner

Membership No. 212151

CERTIFIED TRUE COPY

For ORIENT GREEN POWER COMPANY LIMITED

COMPANY SECRETARY

Chartered Accountants

Offices in Bengaluru, Chandigarh, Chennai, Gurgaon, Hyderabad, Kolkata, Mumbai, New Delhi, Noida and Pune

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ORIENT GREEN POWER COMPANY LIMITED

REPORT OF THE AUDIT COMMITTEE OF ORIENT GREEN POWER COMPANY LIMITED ("OGPCL"/ "THE COMPANY") RECOMMENDING THE DRAFT COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION BETWEEN THE COMPANY AND BHARATH WIND FARM LIMITED AND SIHL ENGINEERS PRIVATE LIMITED ("SCHEME")

Members present in the meeting held on June 13, 2015

- | | |
|------------------------|------------|
| 1. Shri. N. Rangachary | - Chairman |
| 2. Shri. R. Ganapathi | - Member |

By invitation

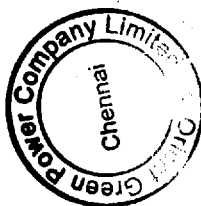
- | | |
|-------------------------|---------------------------|
| 1. Mr. S. Srinivasan | - Non-Executive Director |
| 2. Mr. S. Venkatachalam | - Managing Director |
| 3. Mr. K.V. Kasturi | - Chief Financial Officer |
| 4. Mr. P. Srinivasan | - Company Secretary |

1. A meeting of the Audit Committee was held on June 13, 2015 to consider the proposal for corporate restructuring of the Company. Mr. S. Venkatachalam made the presentation to the Audit Committee on the proposed corporate restructuring.
2. The Securities and Exchange Board of India, vide its Circular No. CIR/CFD/DILI5/2013 dated February 04, 2013 read with Circular No. CIR/CFD/DILI8/2013 dated May 21, 2013 has, amongst other requirements, sought a report from the audit committee of listed Companies recommending the draft Composite Scheme of Arrangement and Amalgamation after taking into consideration, *inter alia*, the Share Entitlement Ratio Report.
3. The Audit Committee, examined Composite Scheme of Arrangement and Amalgamation ("**Scheme**"), which *inter alia* provides for the following:
 - a. Merger of Bharath Wind Farm Limited ("BWFL") ("**the Transferor Company**") with the Company, for which no consideration shall be paid by the Company since it is a wholly owned subsidiary of the Company with effect from the "Appointed Date for Amalgamation" as defined in the Scheme;
 - b. Demerger of the biomass power business of the Company, into SIHL Engineers Private Limited ("SEPL") ("**the Resulting Company**"), in consideration for which SEPL would issue and allot 1 (One) fully paid up Equity Share of face value of Rs. 10 (Rupees Ten) each for every 10 (Ten) fully paid up equity shares of face value of Rs. 10 (Rupees Ten) each held in OGPCL to the shareholders of the Company, subject to the approval of the Board of Directors of both the Companies, the shareholders of the Company and necessary regulatory approvals with effect from the "Appointed date for Demerger" as defined in the Scheme.

4. The Audit Committee *inter alia* has taken into consideration, the Share Entitlement Ratio Report dated June 13, 2015 of Walker Chandio & Co LLP, independent Chartered Accountant, describing the methodology adopted by them in arriving at the Share Entitlement Ratio for the demerger of Biomass Power Business of OGPCL into SEPL ("**Share Entitlement Ratio Report**") and the Fairness Opinion, dated June 13, 2015, of by Equirus Capital Private Limited, a category-I Merchant Banker, on the Share Entitlement Ratio recommended in the Share Entitlement Ratio Report.
5. In our opinion the above Share Entitlement Ratio contained in the Share Entitlement Ratio Report is fair and reasonable.
6. We further note that the draft Scheme does not adversely affect any of the rights of the shareholders or employees or creditors of Orient Green Power Company Limited.
7. The Audit Committee, based on the information given below, its observations and the discussions, do hereby unanimously recommend the draft Scheme for favourable consideration by the Board of Directors of Orient Green Power Company Limited, the Stock Exchange(s) and Securities Exchange Board of India:
 - a) Draft Scheme of Arrangement and Amalgamation, duly initialled by the Company Secretary of the Company for the purpose of identification;
 - b) Share Entitlement Ratio Report dated June 13, 2015 prepared by Walker Chandio & Co LLP, Independent Chartered Accountant, describing the methodology adopted by them in arriving at the Share Entitlement Ratio; and
 - c) Fairness Opinion dated June 13, 2015 prepared by Equirus Capital Private Limited, an category-I Merchant Banker providing the Fairness Opinion on the Share Entitlement Ratio recommended in the Share Entitlement Ratio Report prepared by Walker Chandio & Co LLP.

Place : Chennai
Date : June 13, 2015

By Order of the Audit Committee
For Orient Green Power Company Limited



Rangaraj
Chairman, Audit Committee



Equirus Capital Private Limited
12th Floor, 'C' Wing,
Marathon Futurex, N.M.Joshi Marg,
Lower Parel, Mumbai 400 013
Tel (9122)-4332 0600
Fax (9122)-4332 0601

June 13, 2015

The Board of Directors,
Orient Green Power Company Limited,
4th Floor, Sigappi Aachi Building,
18/3, Rukmini Lakshmi pathi Road,
Egmore, Chennai - 600 008

Members of the Board of Directors:

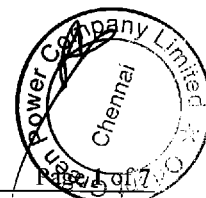
Scope and background of our engagement

We understand that the Board of Directors (the "**Board**") of Orient Green Power Company Limited (the "**Demerged Company**" or "**OGPL**") is considering the demerger of the biomass power business ("**Biomass Business**") into SIHL Engineers Private Limited (the "**Resulting Company**" or "**Bio Power**"), a wholly owned subsidiary of Orient Green Power Limited through a scheme of amalgamation between the Demerged Company and the Resulting Company and their respective shareholders and creditors, under sections 391 to 394 and other applicable provisions of the Companies Act, 1956 and the provisions of the Companies Act, 2013, as may be applicable (the "**Scheme**") (the "**Transaction**").

The Scheme, *inter alia*, envisages the demerger of Biomass Business into the Resulting Company in accordance with the terms and conditions of the Scheme to be placed before the Board for its approval.

In consideration for the demerger of Biomass Business into the Resulting Company pursuant to the Scheme, it is proposed that the Resulting Company shall issue and allot 1 equity share of par value INR 10 each credited as fully paid up to the equity shareholders of the Demerged Company for every 10 equity share of par value of INR 10 each held by such equity shareholders in the Demerged Company (herein after referred to as the "**Share Entitlement Ratio**"). This Share Entitlement Ratio is based on the draft of the share entitlement ratio report dated June 12, 2015 submitted by Walker Chandio & Co. LLP, being independent professional valuer appointed by the Board of the Demerged Company for recommending a Share Entitlement Ratio for the Scheme (the "**Share Entitlement Ratio Report**"). We understand that the Appointed Date (as provided in the Scheme) for the Transaction is October 1, 2015 or such other date as the High Court of Judicature at Madras may direct / fix.

In connection with the aforesaid, the Board has requested from us this fairness opinion as of the date hereof (the "**Opinion**") as to the fairness, of the Share Entitlement Ratio to the equity shareholders of the Demerged Company. This Opinion is subject to the scope, limitations and disclaimers detailed herein.



Scheme of Arrangement

This Scheme provides for:

1. Under this Scheme, the biomass power business of the OGPL will be transferred to the Resulting Company
2. Resulting Company is a 100% subsidiary of OGPL
3. On the record date, all shareholders of the Demerged Company will be entitled to receive shares in the Resulting Company
4. The Resulting Company will issue 1 equity shares of par value INR 10 each credited as fully paid up of Resulting Company for every 10 equity shares of par value INR 10 each held by shareholders of the Demerged Company as on record date
5. The Scheme also envisages amalgamation of Bharath Wind Farm Limited, a wholly owned subsidiary of OGPL, with OGPL

Rationale for the Scheme pertaining to the demerger:

As per the rationale for demerger included in the Scheme, the demerger of the biomass power business would result in the following benefits:

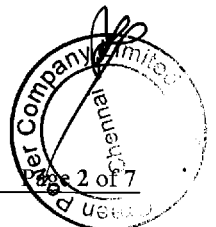
- Stronger business focus on individual businesses as the business risks and growth strategies related to these businesses are significantly different;
- Concentrated management focus and improved organizational capability;
- Enable unlocking of value of individual businesses;
- Facilitate investment and strategic partnership for individual businesses; and
- Enhance shareholder's value;

Basis of Opinion

A brief history of each of aforesaid companies is as under:

1. Orient Green Power Company Limited, a listed public limited company incorporated under the provisions of Companies Act 1956 with a corporate identification number L40108TN2006PLC061665 and having its registered office at Sigappi Achi Building, 4th Floor, 18/3 Rukmini Lakshmipathi Road, Egmore, Chennai 600008, Tamil Nadu is engaged in carrying on business of investment, ownership and operations in renewable energy areas like biomass power, wind power, biogas power and bio fuels.
2. SIHL Engineers Private Limited, a private limited company incorporated under the provisions of Companies Act 1956 with a corporate identification number U74900TN2014PTC098213 and having its registered office at 1st Floor, Shriram House, No 4, Burkit Road T. Nagar, Chennai - 600017, Tamil Nadu.

Currently SIHL Engineers Private Limited does not have any operations. The main objective of SIHL Engineers Private Limited is to generate electrical power from Biomass/ Non-conventional energy sources as an independent power producer.



Management of the Demerged Company has confirmed that SIHL Engineers Private Limited has already been converted into a wholly-owned subsidiary of the Demerged Company. Further, we have been informed that the Board of SIHL Engineers Private Limited has passed a resolution for change in the name of the company and that SIHL Engineers Private Limited has applied for a name change with Registrar of Companies.

3. Bharath Wind Farm Limited, a public limited company incorporated under the provisions of Companies Act 1956 with a corporate identification number U31101TN2006PLC061881 and having its registered office at Sigappi Achi Building, 4th Floor, 18/3 Rukmini Lakshmipathi Road, Egmore, Chennai 600008, Tamil Nadu is engaged in development and operation of wind farms.

Key features of the Scheme pertaining to the demerger:

1. Upon the Scheme coming into effect and with effect from the Appointed Date the Biomass Business (including all the assets and liabilities whether movable or immovable, whether realized or contingent, whether tangible or intangible, all litigations whether outstanding, threatened or which materialize at a future date including rewards and any obligations which may arise for past actions of the Biomass Business) comprised in the Biomass Business of whatsoever nature and wheresoever situated shall be and stand transferred to and vested in the Resulting Company and/or be deemed to be transferred to and vested in the Resulting Company as a going concern so as to become, as and from the Appointed Date for Amalgamation, the estate, assets, properties, rights, claims, title, interest and authorities of the Resulting Company.
2. As consideration for the transfer, the Resulting Company will issue 1 equity share of par value INR 10 each credited as fully paid up of Resulting Company for every 10 equity shares of par value INR 10 each held by shareholders of the Demerged Company as on record date
3. All the shareholders of the Demerged Company will become the shareholders of the Resulting Company
4. Share Entitlement Ratio is based the Share Entitlement Ratio Report dated June 12, 2015 submitted by Walker Chandio & Co.
5. The equity shares to be issued by the Resulting Company to the members of the Demerged Company will be listed and/or admitted to trading in terms of Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 on all the stock exchanges on which shares of the Demerged Company are listed on the Effective Date, in this case being BSE Ltd and National Stock Exchange of India Ltd.
6. No shares shall be allotted in respect of fractional entitlements, by the Resulting Company to which the members of the Demerged Company may be entitled on allotment of shares. The Board of Directors of the Resulting Company shall, instead consolidate all such fractional entitlements and thereupon allot equity shares in lieu thereof to a person authorized by the Board of Directors of the Resulting Company in this behalf who shall hold the shares in trust on behalf of the members of the Demerged Company entitled to fractional entitlements with the express understanding that person shall sell the same in the market at such time or times and at

such price or prices in the market and to such person, as he deems fit, and pay to the Resulting Company, the net sale proceeds thereof, whereupon the Resulting Company shall distribute such net sale proceeds, subject to tax deductions as applicable, to the members of the Demerged Company in proportion to their respective fractional entitlements. In case the number of such new shares to be allotted to the director or officer or person(s) by virtue of consolidation of fractional entitlements is a fraction, it shall be rounded off to the next integer, which will be issued in the Resulting Company to such director or officer or person(s)

We understand from the management of the Demerged Company and the Share Entitlement Ratio Report that the ratio of allotment of equity shares to the shareholders of the Demerged Entity is based on the desired capital structure of the Resulting Company (post demerger). As the Resulting Company is a wholly-owned subsidiary of the Demerged Company, the management of the Demerged Company has represented to us that the shareholding of the Resulting Company pursuant to the demerger as per the Scheme would be, effectively, same as the shareholding of the Demerged Company (pre-demerger) as the new shares of the Resulting Company would be issued to the shareholders of Demerged Company in proportion to their shareholding in the Demerged Company (pre-demerger). Thus we understand that the interests of the shareholders in the Biomass Business will remain unchanged and therefore will not be prejudicially affected.

We have taken the aforementioned facts along with the facts and assumptions set forth in the section "Limitations and Qualifications to Scope and Review" into consideration to determine the fairness of this Opinion.

Limitations and Qualifications to Scope and Review:

In arriving at our Opinion, we have, among other things:

- a) reviewed (without commenting or independent verification) a draft dated June 12, 2015 of the Scheme of Arrangement ("the Scheme Document");
- b) reviewed a draft dated June 12, 2015 of the Share Entitlement Ratio Report with an express understanding that the final report will not be materially different from the aforesaid draft;
- a) conducted such other financial studies, analyses and investigations and considered such other information as we deemed appropriate for the purpose of this Opinion.

Our Opinion and analysis is limited to the extent of review of documents as mentioned above. We have not conducted a detailed analysis of the Scheme Document or the conditions, rights and obligations thereunder, since our Opinion is limited to the fairness of the Share Entitlement Ratio, to the shareholders of the Demerged Company.

Whilst we have reviewed the above information, neither Equirus Capital Private Limited, nor its affiliates, officers, directors, shareholders, managers, employees or agents of any of them makes any representation or warranty, express or implied, as to the information or documents provided to us, based on which our Opinion has been issued. All such parties and entities disclaim any and all liability resulting from our use of any documents, information or any details shared with us during our discussions with the managements of the Demerged Company whether in written, oral, electronic or any other formats.

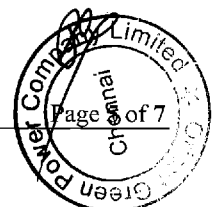


In giving our Opinion, we have relied upon and assumed the accuracy and completeness of all information that was furnished to us by the management of the Demerged Company or otherwise reviewed by or for us, and we have not independently verified (nor have we assumed responsibility or liability for independently verifying) any such information or its accuracy or completeness. We have not assumed and do not assume any responsibility or liability for any such information and have relied on assurances of the management of the Demerged Company that (a) they are not aware of any facts and/or circumstances that would make such information inaccurate or misleading (b) they are not aware of any material information that has been omitted or that remains undisclosed to us that would make the information and data examined by, provided to, reviewed by, or discussed with, us inaccurate or misleading in any respect or that would have been relevant for arriving at our Opinion. With respect to Share Entitlement Ratio Report, we have assumed, with your consent, that it has been reasonably prepared in good faith on basis reflecting the best available estimates and judgment of Walker Chandio & Co. In our review, we did not independently carry out any diligence or obtain any independent evaluation or valuation or appraisal of any of the assets or liabilities of, the Demerged Company, Biomass Business or the Resulting Company. We have not conducted a physical inspection of any assets or properties or facilities of, the Demerged Company, Biomass Business or the Resulting Company, nor have we been furnished with any evaluations or appraisals of such physical inspections, nor do we assume any responsibility to obtain any such evaluations or appraisals. We have also not evaluated the solvency or fair value of the Demerged Company or the Resulting Company under any laws relating to bankruptcy, insolvency or similar matters.

In our Opinion, we have assumed, with your consent, that the final forms of the Scheme Documents and Share Entitlement Ratio Report will be substantially similar to the last drafts reviewed by us and that the Scheme will be implemented in accordance with the terms therein without any waiver, modification or amendment of any terms or conditions. We have also assumed that in the course of obtaining the necessary regulatory, shareholder or any other third party approvals, consents and releases for the Scheme, or in the implementation of the same, no delay, limitation, restriction, or condition will be imposed that would have an adverse effect on any party to the Transaction or the contemplated benefits of the Transaction. Further, we have assumed that there will not be any adverse rulings or proceedings whatsoever arising out of or in connection to the Scheme or Transaction as contemplated.

We do not express any opinion as to the legal, tax, regulatory, accounting matters or other consequences that might arise from the Scheme on the Demerged Company and/ or its subsidiaries, the Resulting Company and/ or its subsidiaries and their respective equity shareholders, nor does our Opinion address any legal, tax, regulatory or accounting matters, as to which we understand that both the Demerged Company and Resulting Company have obtained such advice as they deemed necessary from qualified professionals. Further, we have not undertaken any independent analysis of any potential or actual litigation, regulatory action, potential unasserted claims, or other contingent liabilities to which the Demerged Company and/ or the Resulting Company is or may become a party. In addition, our Opinion does not cover any matters other than as expressly stated herein, including but not limited to matters such as corporate governance matters, shareholder rights or any equitable considerations. Our Opinion also does not cover any aspects pertaining to any specific shareholder(s) of the Demerged Company or the Resulting Company

We have also assumed that the Transaction will not result in any adverse effect on the Demerged Company, Biomass Business and the Resulting Company, whether under tax or other laws or under the terms of any license or approval.



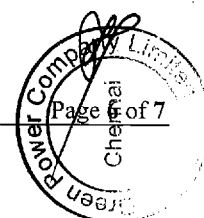


Our Opinion is limited to the fairness of the Share Entitlement Ratio from the perspective of holders of the equity shares of the Demerged Company, from a purely financial point of view and we express no opinion as to the fairness of any consideration to be paid in connection with the Transaction to the holders of any other class of securities, creditors or other constituencies of any party to the Transaction or as to the underlying business decision by the Demerged Company to engage in and proceed with or effect the Transaction, including in comparison with other strategies or transactions that may be available to the parties to the Transaction. Furthermore, we express no opinion with respect to the fairness (financial or otherwise) of the amount or nature of any compensation to any officers, directors, or employees of any party to the Transaction, or any class of such persons relative to the Share Entitlement Ratio or with respect to the fairness of any such compensation. We are expressing no opinion herein as to the value of the equity shares of the Demerged Company or the price at which the equity shares of the Demerged Company will trade at any future time, including following the announcement of or consummation of the Scheme. We are also expressing no opinion herein as to the value of the equity shares of the Resulting Company when actually issued or the price at which the equity shares of the Resulting Company will trade at any future time, including following the announcement of or consummation of the Scheme. Our Opinion should not be construed as an investment proposition to buy or sell shares in the context of the Scheme, or any business or commercial decision to vote in favor of, or against the Scheme. Our Opinion does not constitute an opinion or recommendation as to whether any holders of shares or securities in the Demerged Company should vote in favor of, or against, the Scheme or any matter related thereto. Our Opinion is not to be treated as a valuation of shares in the Demerged Company or shares of Resulting Company under any law.

In the ordinary course of business, Equirus Capital Private Limited and its affiliates are 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 advisory activities, any member of Equirus Capital Private Limited may at any time hold long or short positions, any 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 party which may be involved in the Scheme. We have in the past provided, and may currently or in the future provide, commercial, lending and investment banking services to the Demerged Company and its affiliates and for which we have received or may receive fees or other compensation on arms' length terms.

We will receive a fee from the Demerged Company for the delivery of this Opinion, which shall be payable upon the delivery of the Opinion. The fee is not contingent upon the outcome of the Scheme. In addition, the Demerged Company has agreed to indemnify us for liabilities arising out of our engagement for issue of this Opinion. Neither, Equirus Capital Private Limited, nor its affiliates, directors, shareholders, managers, employees or agents provide any representation or warranty, express or implied, as to the information or documents provided to Equirus Capital Private Limited and based on which this Opinion is provided.

Except as otherwise expressly provided herein or in our engagement letter with the Demerged Company, our Opinion shall not be used or referred to by the Demerged Company, the Resulting Company or any of their affiliates, or quoted or disclosed or reproduced, referred to, or communicated (in whole or in part) to any person in any manner or for any purpose whatsoever, in whole or in part, without our prior written consent. We accept no responsibility to any person other than the Demerged Company's Board of Directors in relation to the contents of this Opinion even if it is disclosed to such person with our consent.





Conclusion

On the basis of and subject to the foregoing, it is our opinion as of the date and time hereof that the Share Entitlement Ratio in the proposed Scheme is fair, from a financial point of view, to the equity shareholders of the Demerged Company.

Very truly yours,
EQUIRUS CAPITAL PRIVATE LIMITED

Munish Aggarwal
Associate Director

CERTIFIED TRUE COPY

ORIENT GREEN POWER COMPANY LIMITED

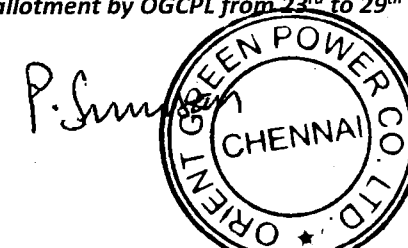
COMPANY SECRETARY

Annexure - 1

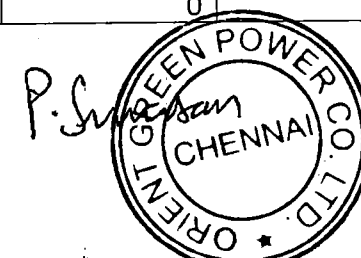
Pre and Post Statement of Shareholding Pattern of Orient Green Power Company Limited.¹

Name of the Company : Orient Green Power Company Limited			
Script Code: 533263		Class of Security: EQUITY	
AS ON 30/09/2015			
Partly Paid-up shares	No. of Partly Paid-up shares	As a % of total no. of Partly paid-up shares	As a % of total no. of shares of the Company
Held by promoter/Promoter group	0	0	0
Held by Public	0	0	0
Total	0	0	0
Outstanding convertible securities	No. of Outstanding securities	As a % of total No. of Outstanding convertible securities	As a % of total No. of shares of the Company, assuming full conversion of the convertible securities
Held by promoter/Promoter group	0	0	0
Held by Public	0	0	0
Total	0	0	0
Warrants	No. of Warrants	As a % of total no. of warrants	As a % of total No. of shares of the company, assuming full conversion of the convertible Warrants
Held by promoter/Promoter group	0	0	0
Held by public	0	0	0
Total	0	0	0
Total paid-up capital of the company, assuming full conversion of warrants and convertible securities	739799675		

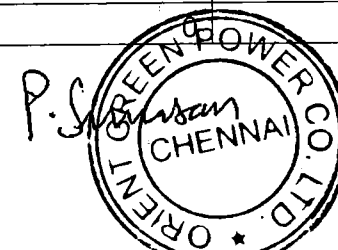
¹ The above shareholding of OGCP as on 30th September 2015 (data provided by NSDL and CDSL) after considering preferential allotment by OGCP from 23rd to 29th of September, 2015 which was approved for listing and admitted to dealings on the Exchange from November 02, 2015."



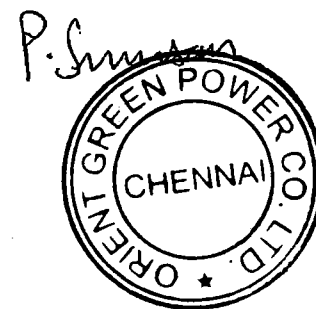
Category code	Category of Shareholder	Number of Shareholders	Total number of Shares	Number of Shares held in dematerialized form	Total Shareholding as a percentage of total number of shares		Shares pledged (or otherwise encumbered)	
					As a percentage of (A+B) (VI)	As a percentage of (A+B+C) (VII)	Number of shares (VIII)	As a percentage (IX) = (VIII)/(IV)*100
(I)	(II)	(III)	(IV)	(V)				
(A)	Shareholding of Promoter and Promoter Group							
[1]	Indian							
	Individuals / Hindu Undivided Family	0	0	0	0	0	0	0
	Central Government / State Government(s)	0	0	0	0	0	0	0
	Bodies Corporate	5	267016949	267016949	36.09	36.09	0	0.00
	Financial Institutions / Banks	0	0	0	0.00	0.00	0	0.00
	Any Other (Specify)	0	0	0	0.00	0.00	0	0.00
	Sub Total	5	267016949	267016949	36.09	36.09	0	0.00
[2]	Foreign							
	Individuals (Non-Resident Individuals / Foreign Individuals)	0	0	0	0.00	0.00	0	0
	Bodies Corporate	1	262063624	262063624	35.42	35.42	0	0
	Financial Institutions / Banks	0	0	0	0.00	0.00	0	0
	Sub Total	1	262063624	262063624	35.42	35.42	0	0
	Total (A)	6	529080573	529080573	71.52	71.52	0	0.00
(B)	Public Shareholding							
[1]	Institutions							
	Mutual Funds / UTI	0	0	0	0.00	0.00	0	0



	Financial Institutions / Banks	8	31611214	31611214	4.27	4.27	0	0
	Central Government / State Government(s)	0	0	0	0.00	0.00	0	0
	Venture Capital Funds	0	0	0	0.00	0.00	0	0
	Insurance Companies	0	0	0	0.00	0.00	0	0
	Foreign Institutional Investors	3	26001678	26001678	3.51	3.51	0	0
	Foreign Venture Capital Investors	0	0	0	0.00	0.00	0	0
	Qualified Fore. Investor-Corporate	0	0	0	0.00	0.00	0	0
	Qualified Fore. Investor-Ind	0	0	0	0.00	0.00	0	0
	Sub Total	11	57612892	57612892	7.79	7.79	0	0
[2]	Non-Institutions							
	Bodies Corporate	366	51668490	51668490	6.98	6.98	0	0
	Individual shareholders holding nominal share capital upto Rs. 1 lakh.	25870	21072101	21071759	2.85	2.85	0	0
	Individual shareholders holding nominal share capital in excess of Rs. 1 lakh	426	73633751	73633751	9.95	9.95	0	0
	Qualified Fore. Investor-Corporate	0	0	0	0.00	0.00	0	0
	Qualified Fore. Investor-Ind	0	0	0	0.00	0.00	0	0
	Clearing Member	161	1226040	1226040	0.17	0.17	0	0
	Foreign Portfolio Investor (Corporate)	0	0	0	0.00	0.00	0	0
	Foreign Portfolio Investor (Individual)	0	0	0	0.00	0.00	0	0
	Market Maker	0	0	0	0.00	0.00	0	0
	Office Bearers	0	0	0	0.00	0.00	0	0
	Foreign Nationals	0	0	0	0.00	0.00	0	0
	Non Resident Indians (Repat)	213	873928	873928	0.12	0.12	0	0
	Non Resident Indians (Non Repat)	78	194901	194901	0.03	0.03	0	0
	Foreign Companies	2	638738	638738	0.09	0.09	0	0
	Overseas Bodies Corporates	0	0	0	0.00	0.00	0	0



	Directors / Relatives	7	3798261	3798261	0.51	0.51	0	0
	Sub Total	27123	153106210	153105868	20.70	20.70	0	0
	Total (B)	27134	210719102	210718760	28.48	28.48	0	0
	Total (A)+(B)	27140	739799675	739799333	100.00	100.00	0	0.00
(C)	Shares held by custodians and against which depository receipts have been issued							
	-							
[1]	Promoter and Promoter Group	0	0	0	0.00	0.00	0	0
[2]	Public	0	0	0	0.00	0.00	0	0
	Sub Total	0	0	0	0.00	0.00	0	0
	Total (C)	0	0	0	0.00	0.00	0	0
	Total (A)+(B)+(C)	27140	739799675	739799333	100.00	100.00	0	0.00

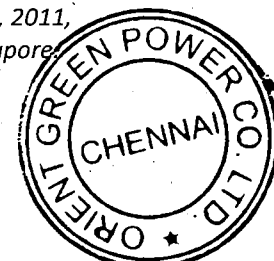


(I)(b) STATEMENT SHOWING HOLDING OF SECURITIES (INCLUDING SHARES, WARRANTS, CONVERTIBLE SECURITIES) OF PERSONS BELONGING TO THE CATEGORY 'PROMOTER AND PROMOTER GROUP'²

Sr. No. (I)	Name Of The Shareholder (ii)	Details of shares held		Encumbered Shares (*)			Details of warrants		Details of convertible securities		Total Shares(Including Underlying shares assuming Full conversion Of warrants And convertible securities) As A % Of Diluted share Capital (xii)
		No. Of shares held (iii)	Total Shares Held as A % Of Grand Total(A)+(B)+(C) (iv)	No. (V)	As a Percent age (vi)=(v)/(iii)*100	As a % Of Grand Total(A)+(B)+(C) Of Sub Clause(I) (A) (vii)	Number Of Warrants Held (viii)	As A % Total Number Of warrants Of the Same class (ix)	Number Of convertible securities held (X)	As A %Total Number Of Convertible Securities of The same Class (xi)	
1	Orient Green Power Pte. Limited	262063624	35.42	-	-	-	-	-	-	-	-
2	SVL Limited	163608446	22.12	-	-	-	-	-	-	-	-
3	Shriram EPC Limited	386526	0.05	-	-	-	-	-	-	-	-
4	Nivedana Power Private Limited	34340659	4.64	-	-	-	-	-	-	-	-
5	Janati Bio Power Private Limited	34340659	4.64	-	-	-	-	-	-	-	-
6	Syandana Energy Private Limited	34340659	4.64	-	-	-	-	-	-	-	-
Total :		529080573	71.52	-	-	-	-	-	-	-	-

P. Simran

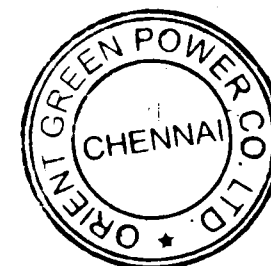
² The Promoter Group as defined under Regulation 2(1)(t) of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers Regulations, 2011, (SAST Regulations 2011) includes Shriram EPC Pte Limited, Singapore which holds shares in the Company indirectly through Orient Green Power Pte Limited, Singapore.



(I)(C)(i) Statement Showing Holding Of Securities (Including Shares, Warrants, Convertible Securities) Of Persons belonging to the Category 'Public' And Holding More Than 1% Of The Total Number Of Shares

Sr. No.	Name(S) Of The Shareholder	Number Of Shares Held	Shares As A Percentage Of Total Number Of shares {I.E. Grand Total (A)+(B)+(C) Indicated In Statement At Para (I)(A) Above }	Details Of Warrants		Details Of Convertible Securities		Total Shares(Including underlying shares Assuming full Conversion of Warrants and Convertible Securities) As A % Of Diluted Share Capital
				Number Of Warrants held	As A % Total number Of warrants Of the Same class	Number Of Convertible Securities Held	% W .R.T total Number Of Convertible Securities Of The Same Class	
1	Life Insurance Corporation Of India	19857996	2.68	-	-	-	-	-
2	Theta Management Consultancy Private Limited	13500000	1.82	-	-	-	-	-
3	Olympus India Holdings Limited	13381854	1.81	-	-	-	-	-
4	IDBI Bank Ltd.	8484786	1.15	-	-	-	-	-
	Total :	55224636	7.46	-	-	-	-	-

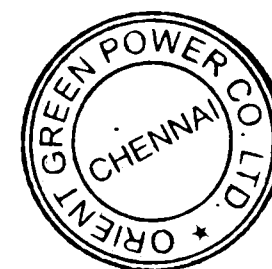
P. Srinivasan



(I)(C)(II) Statement Showing Holding Of Securities (Including Shares, Warrants, Convertible Securities) Of Persons (Together With Pac) Belonging To The Category 'Public And Holding More Than 5% Of The Total Number Of Shares Of The Company

Sr. No.	Name(S) Of The Shareholder(S) And The Persons Acting In Concert(Pac) With Them	Number Of Shares	Shares As A Percentage Of Total Number Of Shares {I.E. Grand Total (A)+(B)+(C) Indicated In Statement At Para (I)(A) Above }	Details Of Warrants		Details Of Convertible Securities		Total Shares(Including underlying shares Assuming Full Conversion Of Warrants And Convertible Securities) As A % Of Diluted Share Capital
				Number Of Warrants Held	As A % Total Number Of Warrants Of The Same Class	Number Of Convertible Securities Held	% W .R.T Total Number Of Convertible Securities Of The Same Class	
	Total :	0	0	-	-	-	-	-

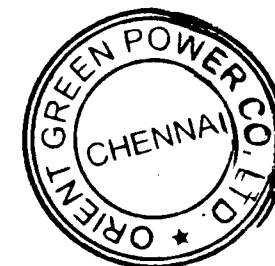
P. Srinivasan



I (d) STATEMENT SHOWING DETAILS OF LOCKED - IN SHARES

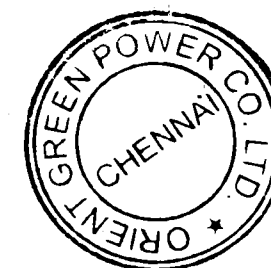
SR.NO.	NAME OF SHAREHOLDER.	NUMBER OF LOCKED-IN SHARES	LOCKED-IN SHARES AS A (%)PERCENTAGE OF TOTAL NUMBER OF SHARES {I.E., GRAND TOTAL (A)+(B)+(C) INDICATED IN STATEMENT AT PARA (I)(A) ABOVE }
1	SVL Limited	20000000	2.70
2	EW Special Opportunities Fund II Pte. Limited	7211538	0.97
3	ECAP Equities Limited	9958791	1.35
4	Forefront Capital Management Private Limited	51529120	6.97
5	Nivedana Power Private Limited	34340659	4.64
6	Syandana Energy Private Limited	34340659	4.64
7	Janati Bio Power Private Limited	34340659	4.64
Total :		191721426	25.92

P. Srinivasan



II (a) STATEMENT SHOWING DETAILS OF DEPOSITORY RECEIPTS(DRs)				
SR.NO.	Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	Number of outstanding DRs	Number of shares underlying Outstanding DRs	Shares underlying outstanding DRs as a percentage of total number of shares {i.e., Grand Total (A)+(B)+(C) indicated in Statement at para (I)(a) above}
	Total :	0	0	0

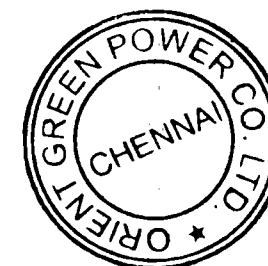
P. Srinivasan



II (b) STATEMENT SHOWING HOLDING OF DEPOSITORY RECEIPTS (DRs), WHERE UNDERLYING SHARES ARE IN EXCESS OF 1% OF THE TOTAL NUMBER OF SHARES

Sr.No.	Name of the DR Holder Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	No. of shares Underlying outstanding DRs	Shares underlying outstanding DRs as a percentage of total number of shares {i.e., Grand Total (A)+(B)+(C) indicated in Statement at para (I)(a) above}
	Total :	0	0

P. Suresh





ORIENT GREEN POWER COMPANY LIMITED

Name of the Company: Orient Green Power Company Limited

**SHAREHOLDING OF THE COMPANY POST COMPOSITE SCHEME OF
ARRANGEMENT AND AMALGAMATION**

The Shareholding Pattern of Orient Green Power Company Limited, post Composite Scheme of Arrangement and Amalgamation is the same as the shareholding pattern of Orient Green Power Company Limited, pre Composite Scheme of Arrangement and Amalgamation, which has been enclosed as **Annexure-5**.

Date: December 10, 2015

Place: Chennai

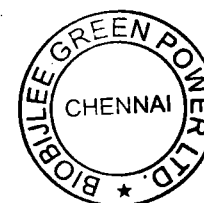
For Orient Green Power Company Limited

P. Srinivasan

Company Secretary

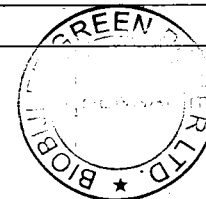
Post Statement of Shareholding Pattern

Name of the Company : Biobijlee Green Power Limited			
Class of Security: EQUITY			
AS ON : 30/09/2015		Scrip Code : -	
Partly Paid-up shares	No. of Partly Paid-up shares	As a % of total no. of Partly paid-up shares	As a % of total no. of shares of the Company
Held by promoter/Promoter group	0	0	0
Held by Public	0	0	0
Total	0	0	0
Outstanding convertible securities	No. of Outstanding securities	As a % of total No. of Outstanding convertible securities	As a % of total No. of shares of the Company, assuming full conversion of the convertible securities
Held by promoter/Promoter group	0	0	0
Held by Public	0	0	0
Total	0	0	0
Warrants	No. of Warrants	As a % of total no. of warrants	As a % of total No. of shares of the company, assuming full conversion of the convertible Warrants
Held by promoter/Promoter group	0	0	0
Held by public	0	0	0
Total	0	0	0
Total paid-up capital of the company, assuming full conversion of warrants and convertible securities	73979967		



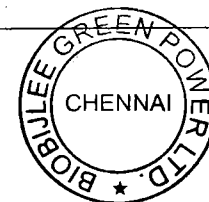
Category of Shareholder	Number of Shareholders	Total number of Shares	Number of Shares held in dematerialized form	Total Shareholding as a percentage of total number of shares		Shares pledged(or otherwise encumbered)	
(II)	(III)	(IV)	(V)	As a percentage of (A+B) (VI)	As a percentage of (A+B+C) (VII)	Number of shares (VIII)	As a percentage (IX) = (VIII)/(IV)*100
Shareholding of Promoter and Promoter Group							
Indian							
Individuals / Hindu Undivided Family	0	0	0	0	0	0	0
Central Government / State Government(s)	0	0	0	0	0	0	0
Bodies Corporate	5	26701695	26701695	36.09	36.09	0	0
Financial Institutions / Banks	0	0	0	0.00	0.00	0	0
Any Other (Specify)	0	0	0	0.00	0.00	0	0
Sub Total	5	26701695	26701695	36.09	36.09	0	0
Foreign							
Individuals (Non-Resident Individuals / Foreign Individuals)	0	0	0	0.00	0.00	0	0
Bodies Corporate	1	26206362	26206362	35.42	35.42	0	0
Financial Institutions / Banks	0	0	0	0.00	0.00	0	0
Sub Total	1	26206362	26206362	35.42	35.42	0	0
Total (A)	6	52908057	52908057	71.52	71.52	0	0
Public Shareholding							
Institutions							
Mutual Funds / UTI	0	0	0	0.00	0.00	0	0

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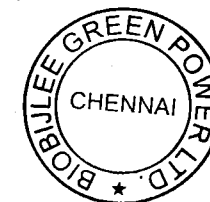
Financial Institutions / Banks	8	3161121	3161121	4.27	4.27	0	0
Central Government / State Government(s)	0	0	0	0.00	0.00	0	0
Venture Capital Funds	0	0	0	0.00	0.00	0	0
Insurance Companies	0	0	0	0.00	0.00	0	0
Foreign Institutional Investors	3	2600168	2600168	3.51	3.51	0	0
Foreign Venture Capital Investors	0	0	0	0.00	0.00	0	0
Qualified Fore. Investor-Corporate	0	0	0	0.00	0.00	0	0
Qualified Fore. Investor-Ind	0	0	0	0.00	0.00	0	0
Sub Total	11	5761289	5761289	7.79	7.79	0	0
Non-Institutions		0	0				
Bodies Corporate	366	5166849	5166849	6.98	6.98	0	0
Individual shareholders holding nominal share capital upto Rs. 1 lakh.	25870	2107210	2107176	2.85	2.85	0	0
Individual shareholders holding nominal share capital in excess of Rs. 1 lakh	426	7363375	7363375	9.95	9.95	0	0
Qualified Fore. Investor-Corporate	0	0	0	0.00	0.00	0	0
Qualified Fore. Investor-Ind	0	0	0	0.00	0.00	0	0
Clearing Member	161	122604	122604	0.17	0.17	0	0
Foreign Portfolio Investor (Corporate)	0	0	0	0.00	0.00	0	0
Foreign Portfolio Investor (Individual)	0	0	0	0.00	0.00	0	0
Market Maker	0	0	0	0.00	0.00	0	0
Office Bearers	0	0	0	0.00	0.00	0	0
Foreign Nationals	0	0	0	0.00	0.00	0	0
Non Resident Indians (Repat)	213	87393	87393	0.12	0.12	0	0
Non Resident Indians (Non Repat)	78	19490	19490	0.03	0.03	0	0
Foreign Companies	2	63874	63874	0.09	0.09	0	0
Overseas Bodies Corporates	0	0	0	0.00	0.00	0	0

[Signature]



Directors / Relatives	7	379826	379826	0.51	0.51	0	0
Sub Total	27123	15310621	15310587	20.70	20.70	0	0
Total (B)	27134	21071910	21071876	28.48	28.48	0	0
Total (A)+(B)	27140	73979967	73979933	100.00	100.00	0	0
Shares held by custodians and against which depository receipts have been issued							
-							
Promoter and Promoter Group	0	0	0	0.00	0.00	0	0
Public	0	0	0	0.00	0.00	0	0
Sub Total	0	0	0	0.00	0.00	0	0
Total (C)	0	0	0	0.00	0.00	0	0
Total (A)+(B)+(C)	27140	73979967	73979933	100.00	100.00	0	0

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(I)(b) STATEMENT SHOWING HOLDING OF SECURITIES (INCLUDING SHARES, WARRANTS, CONVERTIBLE SECURITIES) OF PERSONS BELONGING TO THE CATEGORY 'PROMOTER AND PROMOTER GROUP'¹

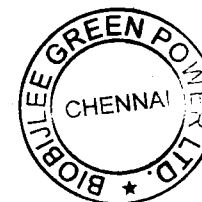
Sr. No. (I)	Name Of The Shareholder (ii)	Details of shares held		Encumbered Shares (*)			Details of warrants		Details of convertible securities		Total Shares(Including Underlying shares assuming Full conversion Of warrants And convertible securities) As A % Of Diluted share Capital (xii)
		No. Of shares held (iii)	Total Shares Held as A % Of Grand Total(A)+(B)+(C) (iv)	No. (V)	As a Percent age (vi)=(v)/ (iii)*100	As a % Of Grand Total(A)+(B)+(C) Of Sub Clause(I) (A) (vii)	Number Of Warrants Held (viii)	As A % Total Number Of warrants Of the Same class (ix)	Number Of convertible securities held (X)	As A % Total Number Of Convertible Securities of The same Class (xi)	
1	Orient Green Power Pte. Limited	26206362	26206362	-	-	-	-	-	-	-	-
2	SVL Limited	16360845	16360845	-	-	-	-	-	-	-	-
3	Shriram EPC Limited	38653	38653	-	-	-	-	-	-	-	-
4	Nivedana Power Private Limited	3434066	3434066	-	-	-	-	-	-	-	-
5	Janati Bio Power Private Limited	3434066	3434066	-	-	-	-	-	-	-	-
6	Syandana Energy Private Limited	3434066	3434066	-	-	-	-	-	-	-	-
Total :		52908057	71.51	-	-	-	-	-	-	-	-

¹ The Promoter Group as defined under Regulation 2(1)(t) of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers Regulations, 2011 (SAST Regulations 2011) includes Shriram EPC Pte Limited, Singapore which holds shares in the Company indirectly through Orient Green Power Pte Limited, Singapore.



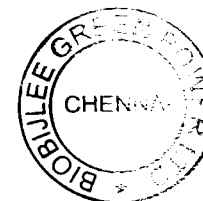
(I)(C)(i) Statement Showing Holding Of Securities (Including Shares, Warrants, Convertible Securities) Of Persons belonging to the Category 'Public' And Holding More Than 1% Of The Total Number Of Shares

Sr. No.	Name(S) Of The Shareholder	Number Of Shares Held	Shares As A Percentage Of Total Number Of shares {I.E. Grand Total (A)+(B)+(C) Indicated In Statement At Para (I)(A) Above }	Details Of Warrants		Details Of Convertible Securities		Total Shares(Including underlying shares Assuming full Conversion of Warrants and Convertible Securities) As A % Of Diluted Share Capital
				Number Of Warrants held	As A % Total number Of warrants Of the Same class	Number Of Convertible Securities Held	% W .R.T total Number Of Convertible Securities Of The Same Class	
1	Life Insurance Corporation Of India	1985800	2.68	-	-	-	-	-
2	Theta Management Consultancy Private Limited	1350000	1.82	-	-	-	-	-
3	Olympus India Holdings Limited	1338185	1.81	-	-	-	-	-
4	IDBI Bank Ltd.	848479	1.15	-	-	-	-	-
	Total :	5522464	7.46	-	-	-	-	-



(I)(C)(II) Statement Showing Holding Of Securities (Including Shares, Warrants, Convertible Securities) Of Persons (Together With Pac) Belonging To The Category 'Public And Holding More Than 5% Of The Total Number Of Shares Of The Company

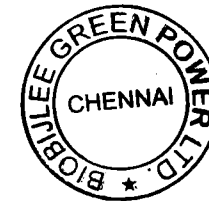
Sr. No.	Name(S) Of The Shareholder(S) And The Persons Acting In Concert(Pac) With Them	Number Of Shares	Shares As A Percentage Of Total Number Of Shares {I.E. Grand Total (A)+(B)+(C) Indicated In Statement At Para (I)(A) Above }	Details Of Warrants		Details Of Convertible Securities		Total Shares(Including underlying shares Assuming Full Conversion Of Warrants And Convertible Securities) As A % Of Diluted Share Capital
				Number Of Warrants Held	As A % Total Number Of Warrants Of The Same Class	Number Of Convertible Securities Held	% W .R.T Total Number Of Convertible Securities Of The Same Class	
	Total :	0	0	-	-	-	-	-



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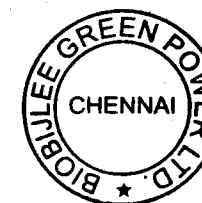
I (d) STATEMENT SHOWING DETAILS OF LOCKED - IN SHARES

SR.NO.	NAME OF SHAREHOLDER.	NUMBER OF LOCKED-IN SHARES	LOCKED-IN SHARES AS A (%)PERCENTAGE OF TOTAL NUMBER OF SHARES {I.E., GRAND TOTAL (A)+(B)+(C) INDICATED IN STATEMENT AT PARA (I)(A) ABOVE }
1	SVL Limited	2000000	2.70
2	EW Special Opportunities Fund II Pte. Limited	721154	0.97
3	ECAP Equities Limited	995879	1.35
4	Forefront Capital Management Private Limited	5152912	6.97
5	Nivedana Power Private Limited	3434066	4.64
6	Syandana Energy Private Limited	3434066	4.64
7	Janati Bio Power Private Limited	3434066	4.64
Total :		19172143	25.92

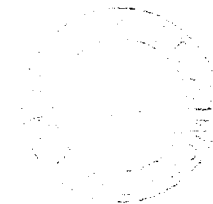


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II (a) STATEMENT SHOWING DETAILS OF DEPOSITORY RECEIPTS(DRs)				
SR.NO.	Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	Number of outstanding DRs	Number of shares underlying Outstanding DRs	Shares underlying outstanding DRs as a percentage of total number of shares {i.e., Grand Total (A)+(B)+(C) indicated in Statement at para (I)(a) above}
	Total :	0	0	0



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II (b) STATEMENT SHOWING HOLDING OF DEPOSITORY RECEIPTS (DRs), WHERE UNDERLYING SHARES ARE IN EXCESS OF 1% OF THE TOTAL NUMBER OF SHARES

Sr.No.	Name of the DR Holder Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	No. of shares Underlying outstanding DRs	Shares underlying outstanding DRs as a percentage of total number of shares {i.e., Grand Total (A)+(B)+(C) indicated in Statement at para (I)(a) above}
	Total :	0	0



Pre Shareholding Pattern of Biobijlee Green Power Limited (previously known as SIHL Engineers Pvt Ltd)

I (a) Statement Shareholding Pattern

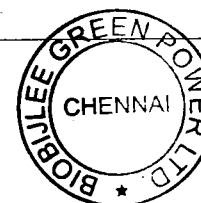
Name of the Company : Biobijlee Green Power Limited (previously known as SIHL Engineers Pvt Ltd)

Class of Security : Equity

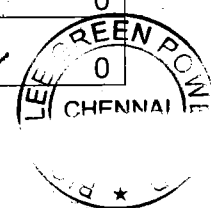
Scrip Code : -

As on - 30.09.2015

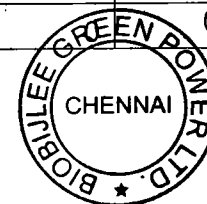
Partly Paid-up shares	No. of Partly Paid-up shares	As a % of total no. of Partly paid-up shares	As a % of total no. of shares of the Company
Held by promoter/Promoter group	0	0	0
Held by Public	0	0	0
Total	0	0	0
Outstanding convertible securities	No. of Outstanding securities	As a % of total No. of Outstanding convertible securities	As a % of total No. of shares of the Company, assuming full conversion of the convertible securities
Held by promoter/Promoter group			
Held by Public	0	0	0
Total	0	0	0
Warrants	No. of Warrants	As a % of total no. of warrants	As a % of total No. of shares of the company, assuming full conversion of the convertible securities
Held by promoter/Promoter group	0	0	0
Held by public	0	0	0
Total	0	0	0
Total paid-up capital of the Company, assuming full conversion of warrants and convertible securities	50,000		



Category code	Category of Shareholder	Number of Shareholders	Total number of Shares	Number of Shares held in dematerialized form	Total Shareholding as a percentage of total number of shares		Shares pledged (or otherwise encumbered)	
					As a percent age of (A+B) (VI)	As a percent age of (A+B+C) (VII)	Num ber of share s (VIII)	As a percentage (IX) = (VIII)/(IV)*100
(I)	(II)	(III)	(IV)	(V)				
(A)	PROMOTER AND PROMOTER GROUP							
[1]	INDIAN							
	INDIVIDUALS / HINDU UNDIVIDED FAMILY	0	0	0	0	0	0	0
	CENTRAL GOVERNMENT / STATE GOVERNMENT(S)	0	0	0	0	0	0	0
	BODIES CORPORATE	1	49940	0	100	100	0	0
	FINANCIAL INSTITUTIONS / BANKS	0	0	0	0	0	0	0
	ANY OTHER (SPECIFY)	0	0	0	0	0	0	0
	Sub Total	1	49940	0	100	100	0	0
[2]	FOREIGN							
	INDIVIDUALS (NON-RESIDENT INDIVIDUALS / FOREIGN INDIVIDUALS)	0	0	0	0	0	0	0
	BODIES CORPORATE	0	0	0	0	0	0	0
	FINANCIAL INSTITUTIONS / BANKS	0	0	0	0	0	0	0
	Sub Total	0	0	0	0	0	0	0
	Total (A)	1	49940	0	100	100	0	0
(B)	PUBLIC SHAREHOLDING							
[1]	INSTITUTIONS							
	MUTUAL FUNDS / UTI	0	0	0	0	0	0	0
	FINANCIAL INSTITUTIONS / BANKS	0	0	0	0	0	0	0
	CENTRAL GOVERNMENT / STATE GOVERNMENT(S)	0	0	0	0	0	0	0



	VENTURE CAPITAL FUNDS	0	0	0	0	0	0	0
	INSURANCE COMPANIES	0	0	0	0	0	0	0
	FOREIGN INSTITUTIONAL INVESTORS	0	0	0	0	0	0	0
	FOREIGN VENTURE CAPITAL INVESTORS	0	0	0	0	0	0	0
	QUALIFIED FORE. INVESTOR-CORPORATE	0	0	0	0	0	0	0
	QUALIFIED FORE. INVESTOR-IND	0	0	0	0	0	0	0
	Sub Total	0	0	0	0	0	0	0
[2]	NON-INSTITUTIONS							
	BODIES CORPORATE	0	0	0	0	0	0	0
	INDIVIDUAL SHAREHOLDERS HOLDING NOMINAL SHARE CAPITAL UPTO RS. 1 LAKH.	*6	*60	0	.00	.00	0	0
	INDIVIDUAL SHAREHOLDERS HOLDING NOMINAL SHARE CAPITAL IN EXCESS OF RS. 1 LAKH	0	0	0	0	0	0	0
	QUALIFIED FORE. INVESTOR-CORPORATE	0	0	0	0	0	0	0
	QUALIFIED FORE. INVESTOR-IND	0	0	0	0	0	0	0
	CLEARING MEMBER	0	0	0	0	0	0	0
	FOREIGN PORTFOLIO INVESTOR (CORPORATE)	0	0	0	0	0	0	0
	FOREIGN PORTFOLIO INVESTOR (INDIVIDUAL)	0	0	0	0	0	0	0
	MARKET MAKER	0	0	0	0	0	0	0
	OFFICE BEARERS	0	0	0	0	0	0	0
	FOREIGN NATIONALS	0	0	0	0	0	0	0
	NON RESIDENT INDIANS (REPAT)	0	0	0	0	0	0	0
	NON RESIDENT INDIANS (NON REPAT)	0	0	0	0	0	0	0
	FOREIGN COMPANIES	0	0	0		0	0	0
	OVERSEAS BODIES CORPORATES	0	0	0	0	0	0	0
	DIRECTORS / RELATIVES	0	0	0	0	0	0	0



	GROUP COMPANIES	0	0	0	0	0	0	0
	GOVT. NOMINEES	0	0	0	0	0	0	0
	NOTIFIED PERSONS	0	0	0	0	0	0	0
	SUBSIDIARY COMPANIES	0	0	0	0	0	0	0
	FOREIGN DIRECTORS	0	0	0	0	0	0	0
	PARTNERSHIP FIRM	0	0	0	0	0	0	0
	PROPRIETARY FIRM	0	0	0	0	0	0	0
	OTHER DIRECTORS	0	0	0	0	0	0	0
	ESCROW ACCOUNT	0	0	0	0	0	0	0
	FOREFIETED SHARES	0	0	0	0	0	0	0
	FREINDS & ASSOCIATES	0	0	0	0	0	0	0
	HOLDING COMPANY	0	0	0	0	0	0	0
	TRUSTS	0	0	0	0	0	0	0
	Sub Total	*6	*60	0	0.00	0.00	0	0
	Total (B)	*6	*60	0	0.00	0.00	0	0
	Total (A)+(B)	7	50000	0	100	100	0	0
(C)	SHARES HELD BY CUSTODIANS AND AGAINST WHICH DEPOSITORY RECEIPTS HAVE BEEN ISSUED							
	SHARES HELD BY CUSTODIANS	0	0	0	0	0	0	0
	Sub Total	0	0	0	0	0	0	0
	Total (C)	0	0	0	0	0	0	0
	Total (A)+(B)+(C)	7	50000	0	100	100	0	0

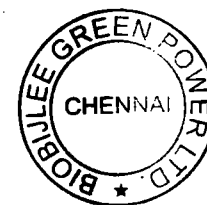
Note:

* The Non – Individual shareholders represents beneficial holders of the body corporate i.e., Orient Green Power Company Limited.



(I)(b) Statement showing holding of securities (including shares, warrants, convertible securities) of persons belonging to the category Promoter and Promoter Group”.

Sr. No (i)	Name Of The Shareholder (ii)	Details of shares held		Encumbered Shares (*)			Details of warrants		Details of convertible securities		Total Shares(Including Underlying shares assuming Full conversion Of warrants And convertible securities) As A % Of Diluted share Capital (xii)
		No. Of shares held (iii)	Total Shares Held as A % Of Grand Total(A)+(B)+(C) (iv)	No. (V)	As a Percent a ge (vi)=(v)/(iii)*100	As a % Of Grand Total(A)+(B)+(C) Of Sub Clause(I) (A) (vii)	Number Of Warrant s Held (viii)	As A % Total Number Of warrants Of the Same class (ix)	Number Of convertib le securitie s held (X)	As A %Total Numbe r Of Conver tible Secur ities of The same Class (xi)	
1	Orient Green Power Company Limited	50,000	100	0	0	0	-	-	-	-	-
Total :		50,000	100	0	0	0	-	-	-	-	-

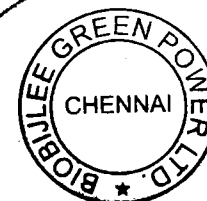


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(I)(C)(i) Statement Showing Holding Of Securities (Including Shares, Warrants, Convertible Securities) Of Persons Belonging To The Category 'Public' And Holding More Than 1% Of The Total Number Of Shares

Sr. No	Name(S) Of The Shareholder	Number Of Shares Held	Shares As A Percentage Of Total Number Of shares {I.E. Grand Total (A)+(B)+(C) Indicated In Statement At Para (I)(A) Above }	Details Of Warrants		Details Of Convertible Securities		Total Shares(Including underlying shares Assuming full Conversion of Warrants and Convertible Securities) As A % Of Diluted Share Capital
				Number Of Warrants held	As A % Total number Of warrants Of the Same class	Number Of Convertible Securities Held	% W .R.Ttotal Number Of Convertible Securities Of The Same Class	
	Total :	-	-	-	-	-	-	-

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(I)(C)(II) Statement Showing Holding Of Securities (Including Shares, Warrants, Convertible Securities) Of Persons (Together With Pac) Belonging To The Category 'Public And Holding More Than 5% Of The Total Number Of Shares Of The Company

Sr. No.	Name(S) Of The Shareholder	Number Of Shares Held	Shares As A Percentage Of Total Number Of shares {I.E. Grand Total (A)+(B)+(C) Indicated In Statement At Para (I)(A) Above }	Details Of Warrants		Details Of Convertible Securities		Total Shares (Including underlying shares Assuming full Conversion of Warrants and Convertible Securities) As A % Of Diluted Share Capital
				Number Of Warrants held	As A % Total number Of warrants Of the Same class	Number Of Convertible Securities Held	% W .R.T total Number Of Convertible Securities Of The Same Class	
	Total :	-	-	-	-	-	-	-

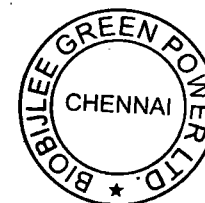


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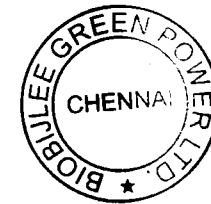
I (d) STATEMENT SHOWING DETAILS OF LOCKED - IN SHARES

Sr. No.	Name Of Shareholder.	Number Of Locked-In Shares	Locked-In Shares As A (%)Percentage Of Total Number Of Shares {I.E., Grand Total (A)+(B)+(C) Indicated In Statement At Para (I)(A) Above }
	Total :	-	-

[Handwritten Signature]



II (a) STATEMENT SHOWING DETAILS OF DEPOSITORY RECEIPTS (DRs)				
SR. NO.	Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	Number of outstanding DRs	Number of shares underlying Outstanding DRs	Shares underlying outstanding DRS as a percentage of total number of shares {i.e., Grand total (A)+(B)+(C) Indicated in statement at para(i)(a)above }
				.
	Total :	0	0	0



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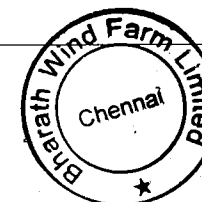
II (b) STATEMENT SHOWING HOLDING OF DEPOSITORY RECEIPTS (DRs), WHERE UNDERLYING SHARES ARE IN EXCESS OF 1% OF THE TOTAL NUMBER OF SHARES

Sr. No.	Name of the DR Holder Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	No. of shares Underlying outstanding DRs	Shares underlying outstanding drs as a percentage of total number of shares {i.e., grand total (a)+(b)+(c) indicated in statement}
	Total :	0	0



Pre Shareholding Pattern of Bharath Wind Farm Limited ("the Transferor Company") as per Clause 35 of the Listing Agreement

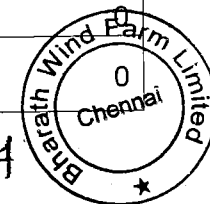
(a) Statement Shareholding Pattern			
Name of the Company : Bharath Wind Farm Limited			
Class of Security : Equity			
Scrip Code : -			
As on - 30.09.2015			
Partly Paid-up shares	No. of Partly Paid-up shares	As a % of total no. of Partly paid-up shares	As a % of total no. of shares of the Company
Held by promoter/Promoter group	0	0	0
Held by Public	0	0	0
Total	0	0	0
Outstanding convertible securities	No. of Outstanding securities	As a % of total No. of Outstanding convertible securities	As a % of total No. of shares of the Company, assuming full conversion of the convertible securities
Held by promoter/Promoter group			
Held by Public	0	0	0
Total	0	0	0
Warrants	No. of Warrants	As a % of total no. of warrants	As a % of total No. of shares of the company, assuming full conversion of the convertible securities
Held by promoter/Promoter group	0	0	0
Held by public	0	0	0
Total	0	0	0
Total paid-up capital of the Company, assuming full conversion of warrants and convertible securities	717,092,850		



R. Kumar

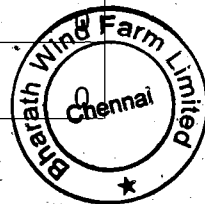
Category code	Category of Shareholder	Number of Shareholders	Total number of Shares	Number of Shares held in dematerialized form	Total Shareholding as a percentage of total number of shares		Shares pledged (or otherwise encumbered)	
					As a percent age of (A+B) (VI)	As a percent age of (A+B+C) (VII)	Number of shares (VIII)	As a percentage (IX) = (VIII)/(IV)* 100
(I)	(II)	(III)	(IV)	(V)				
(A)	PROMOTER AND PROMOTER GROUP							
[1]	INDIAN							
	INDIVIDUALS / HINDU UNDIVIDED FAMILY	0	0	0	0	0	0	0
	CENTRAL GOVERNMENT / STATE GOVERNMENT(S)	0	0	0	0	0	0	0
	BODIES CORPORATE	1	71709279	0	99.999	99.999	0	0
	FINANCIAL INSTITUTIONS / BANKS	0	0	0	0	0	0	0
	ANY OTHER (SPECIFY)	0	0	0	0	0	0	0
	Sub Total	1	71709279	0	99.999	99.999	0	0
[2]	FOREIGN							
	INDIVIDUALS (NON-RESIDENT INDIVIDUALS / FOREIGN INDIVIDUALS)	0	0	0	0	0	0	0
	BODIES CORPORATE	0	0	0	0	0	0	0
	FINANCIAL INSTITUTIONS / BANKS	0	0	0	0	0	0	0
	Sub Total	1	71709279	0	99.999	99.999	0	0
	Total (A)	1	71709279	0	99.999	99.999	0	0
(B)	PUBLIC SHAREHOLDING							
[1]	INSTITUTIONS							
	MUTUAL FUNDS / UTI	0	0	0	0	0	0	0
	FINANCIAL INSTITUTIONS / BANKS	0	0	0	0	0	0	0

R. Kumar

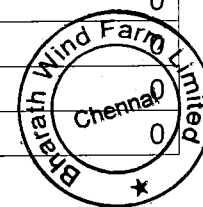


Category code	Category of Shareholder	Number of Shareholders	Total number of Shares	Number of Shares held in dematerialized form	Total Shareholding as a percentage of total number of shares		Shares pledged (or otherwise encumbered)	
(I)	(II)	(III)	(IV)	(V)	As a percent age of (A+B) (VI)	As a percent age of (A+B+C) (VII)	Num ber of share s (VIII)	As a percentage (IX) = (VIII)/(IV)* 100
	CENTRAL GOVERNMENT / STATE GOVERNMENT(S)	0	0	0	0	0	0	0
	VENTURE CAPITAL FUNDS	0	0	0	0	0	0	0
	INSURANCE COMPANIES	0	0	0	0	0	0	0
	FOREIGN INSTITUTIONAL INVESTORS	0	0	0	0	0	0	0
	FOREIGN VENTURE CAPITAL INVESTORS	0	0	0	0	0	0	0
	QUALIFIED FORE. INVESTOR-CORPORATE	0	0	0	0	0	0	0
	QUALIFIED FORE. INVESTOR-IND	0	0	0	0	0	0	0
	Sub Total	0	0	0	0	0	0	0
[2]	NON-INSTITUTIONS							
	BODIES CORPORATE	0	0	0	0	0	0	0
	INDIVIDUAL SHAREHOLDERS HOLDING NOMINAL SHARE CAPITAL UPTO RS. 1 LAKH.	6	6	0	0.001	0.001	0	0
	INDIVIDUAL SHAREHOLDERS HOLDING NOMINAL SHARE CAPITAL IN EXCESS OF RS.1 LAKH	0	0	0	0	0	0	0
	QUALIFIED FORE. INVESTOR-CORPORATE	0	0	0	0	0	0	0
	QUALIFIED FORE. INVESTOR-IND	0	0	0	0	0	0	0
	CLEARING MEMBER	0	0	0	0	0	0	0
	FOREIGN PORTFOLIO INVESTOR (CORPORATE)	0	0	0	0	0	0	0

R. Kumar



Category code	Category of Shareholder	Number of Shareholders	Total number of Shares	Number of Shares held in dematerialized form	Total Shareholding as a percentage of total number of shares		Shares pledged (or otherwise encumbered)	
					As a percent age of (A+B) (VI)	As a percenta ge of (A+B+C) (VII)	Numb er of share s (VIII)	As a percentage (IX) = (VIII)/(IV)* 100
(I)	(II)	(III)	(IV)	(V)				
	FOREIGN PORTFOLIO INVESTOR (INDIVIDUAL)	0	0	0	0	0	0	0
	MARKET MAKER	0	0	0	0	0	0	0
	OFFICE BEARERS	0	0	0	0	0	0	0
	FOREIGN NATIONALS	0	0	0	0	0	0	0
	NON RESIDENT INDIANS (REPAT)	0	0	0	0	0	0	0
	NON RESIDENT INDIANS (NON REPAT)	0	0	0	0	0	0	0
	FOREIGN COMPANIES	0	0	0	0	0	0	0
	OVERSEAS BODIES CORPORATES	0	0	0	0	0	0	0
	DIRECTORS / RELATIVES	0	0	0	0	0	0	0
	GROUP COMPANIES	0	0	0	0	0	0	0
	GOVT. NOMINEES	0	0	0	0	0	0	0
	NOTIFIED PERSONS	0	0	0	0	0	0	0
	SUBSIDIARY COMPANIES	0	0	0	0	0	0	0
	FOREIGN DIRECTORS	0	0	0	0	0	0	0
	PARTNERSHIP FIRM	0	0	0	0	0	0	0
	PROPRIETORY FIRM	0	0	0	0	0	0	0
	OTHER DIRECTORS	0	0	0	0	0	0	0
	ESCROW ACCOUNT	0	0	0	0	0	0	0
	FOREFIETED SHARES	0	0	0	0	0	0	0
	FREINDS & ASSOCIATES	0	0	0	0	0	0	0

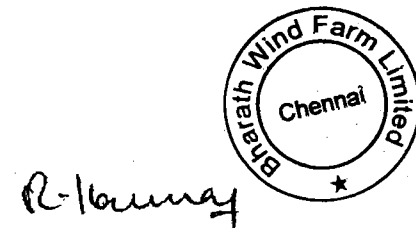


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Category code	Category of Shareholder	Number of Shareholders	Total number of Shares	Number of Shares held in dematerialized form	Total Shareholding as a percentage of total number of shares		Shares pledged (or otherwise encumbered)	
					As a percent age of (A+B) (VI)	As a percenta ge of (A+B+C) (VII)	Numb er of share s (VIII)	As a percentage (IX) = (VIII)/(IV)* 100
(I)	(II)	(III)	(IV)	(V)				
	HOLDING COMPANY	0	0	0	0	0	0	0
	TRUSTS	0	0	0	0	0	0	0
	Sub Total	6*	6*	0	0.001	0.001	0	0
	Total (B)	6*	6*	0	0.001	0.001	0	0
	Total (A)+(B)	7	71709285	0	100	100	0	0
(C)	SHARES HELD BY CUSTODIANS AND AGAINST WHICH DEPOSITORY RECEIPTS HAVE BEEN ISSUED							
	SHARES HELD BY CUSTODIANS	0	0	0	0	0	0	0
	Sub Total	0	0	0	0	0	0	0
	Total (C)	0	0	0	0	0	0	0
	Total (A)+(B)+(C)	1	71709285	0	100	100	0	0

Note:

*The Non – Individual shareholders represents beneficial holders of the body corporate i.e., Orient Green Power Company Limited.

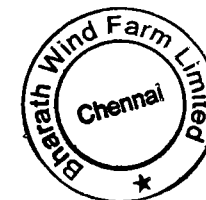


(I)(b) Statement showing holding of securities (including shares, warrants, convertible securities) of persons belonging to the category Promoter and Promoter Group”.

Sr. No. (I)	Name Of The Shareholder (ii)	Details of shares held		Encumbered Shares (*)			Details of warrants		Details of convertible securities		Total Shares(Including Underlying shares assuming Full conversion Of warrants And convertible securities) As A % Of Diluted share Capital (xii)
		No. Of shares held (iii)	Total Shares Held as A % Of Grand Total(A)+(B)+(C) (iv)	No. (V)	As a Percentage (vi)=(v)/(i ii)*100	As a % Of Grand Total(A)+(B)+(C) Of Sub Clause(I) (A) (vii)	Number Of Warrants Held (viii)	As A % Total Number Of warrants Of the Same class (ix)	Number Of convertible securities held (X)	As A %Total Number Of Convertible Securities of The same Class (xi)	
1	Orient Green Power Company Limited	71709285	100	0	0	0	-	-	-	-	100
Total :		71709285	100	0	0	0	-	-	-	-	100

(*) The term “encumbrance” has the same meaning as assigned to it in regulation 28(3) of the SAST Regulations, 2011

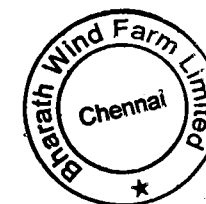
R. Kumar



(I)(C)(i) Statement Showing Holding Of Securities (Including Shares, Warrants, Convertible Securities) Of Persons Belonging To The Category 'Public' And Holding More Than 1% Of The Total Number Of Shares

Sr. No.	Name(S) Of The Shareholder	Number Of Shares Held	Shares As A Percentage Of Total Number Of shares {I.E. Grand Total (A)+(B)+(C) Indicated In Statement At Para (I)(A) Above }	Details Of Warrants		Details Of Convertible Securities		Total Shares(Including underlying shares Assuming full Conversion of Warrants and Convertible Securities) As A % Of Diluted Share Capital
				Number Of Warrants held	As A % Total number Of warrants Of the Same class	Number Of Convertible Securities Held	% W .R.Ttotal Number Of Convertible Securities Of The Same Class	
	Total :	-	-	-	-	-	-	-

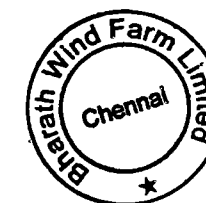
R. Kumar



(I)(C)(II) Statement Showing Holding Of Securities (Including Shares, Warrants, Convertible Securities) Of Persons (Together With Pac) Belonging To The Category 'Public And Holding More Than 5% Of The Total Number Of Shares Of The Company

Sr. No.	Name(S) Of The Shareholder	Number Of Shares Held	Shares As A Percentage Of Total Number Of shares {I.E. Grand Total (A)+(B)+(C) Indicated In Statement At Para (I)(A) Above }	Details Of Warrants		Details Of Convertible Securities		Total Shares (Including underlying shares Assuming full Conversion of Warrants and Convertible Securities) As A % Of Diluted Share Capital
				Number Of Warrants held	As A % Total number Of warrants Of the Same class	Number Of Convertible Securities Held	% W .R.T total Number Of Convertible Securities Of The Same Class	
	Total :	-	-	-	-	-	-	-

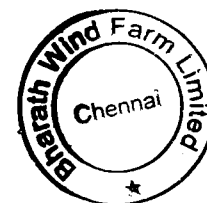
R. Kumar



I (d) STATEMENT SHOWING DETAILS OF LOCKED - IN SHARES

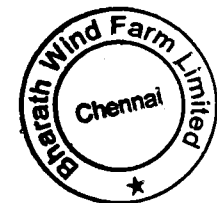
Sr. No.	Name Of Shareholder.	Number Of Locked-In Shares	Locked-In Shares As A (%)Percentage Of Total Number Of Shares {I.E., Grand Total (A)+(B)+(C) Indicated In Statement At Para (I)(A) Above }
Total :		-	-

R. Kumar



II (a) STATEMENT SHOWING DETAILS OF DEPOSITORY RECEIPTS (DRs)				
SR. NO.	Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	Number of outstanding DRs	Number of shares underlying Outstanding DRs	Shares underlying outstanding DRS as a percentage of total number of shares {i.e., Grand total (A)+(B)+(C) Indicated in statement at para(i)(a)above }
	Total :	0	0	0

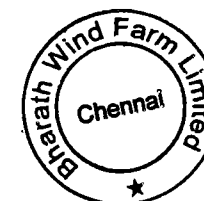
R. Kumar



II (b) STATEMENT SHOWING HOLDING OF DEPOSITORY RECEIPTS (DRs), WHERE UNDERLYING SHARES ARE IN EXCESS OF 1% OF THE TOTAL NUMBER OF SHARES

Sr. No.	Name of the DR Holder Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	No. of shares Underlying outstanding DRs	Shares underlying outstanding drs as a percentage of total number of shares (i.e., grand total (a)+(b)+(c) indicated in statement
	Total :	0	0

R. Kumar





**BHARATH
WIND FARM**

(Subsidiary of Orient Green Power Company Limited)

Name of the Company: Bharath Wind Farm Limited (BWFL)

**SHAREHOLDING OF THE COMPANY - POST COMPOSITE SCHEME OF ARRANGEMENT AND
AMALGAMATION – Not Applicable**

The Shareholding Pattern of Bharath Wind Farm Limited, post Composite Scheme of Arrangement and Amalgamation is not applicable as BWFL will be merged with Orient Green Power Company Limited, post Composite Scheme of Arrangement and Amalgamation.

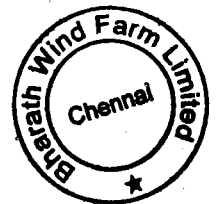
Date: December 10, 2015

Place: Chennai

For BHARATH WIND FARM LIMITED


R. Kannan

Whole Time Director



BHARATH WIND FARM LIMITED

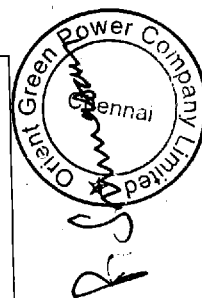
Regd. Office : "Sigapi Achi Building" – IV Floor, 18/3, Rukmani Lakshminpathi Road, Egmore, Chennai - 600 008.

Ph : (91-44) 4901 5678 Fax: (91-44) 4901 5655

CIN: U31101TN2006PLC061881



ORIENT GREEN POWER COMPANY LIMITED



The financial details of the transferee/demerged company for the previous 3 years as per the audited statement of Accounts:				
Name of the Company:		<u>Orient Green Power Company Limited</u>		
(Rs. in Crores)				
	As per last Audited Financial Year	1 year prior to the last Audited Financial Year	2 years prior to the last Audited Financial Year	
	2014-15	2013-14	2012-13	
Equity Paid up Capital	568.08	568.08		468.08
Reserves and surplus	319.42	557.24		643.91
Carry forward losses	-	-		-27.92
	403.30	164.59		
Net Worth	887.49	1,125.32		1,111.98
Miscellaneous Expenditure				
Secured Loans	128.39	133.38		177.54
Unsecured Loans	260.37	362.09		172.23
Fixed Assets	243.82	260.63		266.86
Income from Operations	44.10	33.99		40.66



ORIENT GREEN POWER COMPANY LIMITED

Total Income	61.16	48.64	57.79
Total Expenditure	142.95	110.83	77.53
Profit before Tax	-238.63	-136.66	16.87
Profit after Tax	-238.63	-136.66	16.87
Cash profit	-220.51	-128.17	13.06
EPS in Rs	-4.20	-2.41	0.36
Book value in Rs.	10	10	10

For Orient Green Power Company Limited

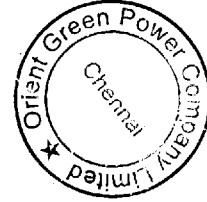
Date : August 03, 2015

Place : Chennai

P. Srinivasan

P. Srinivasan

Company Secretary





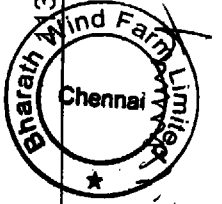
Annexure-b

**BHARATH
WIND FARM**

(Subsidiary of Orient Green Power Company Limited)

The financial details of transferor company for the previous 3 years as per the audited statement of Accounts:

Name of the Company:	Bharat Wind Farm Limited			
	(Rs. in Crores)			
	As per last Audited Financial Year	1 year prior to the last Audited Financial Year	2 years prior to the last Audited Financial Year	
	2014-15	2013-14	2012-13	
Equity Paid up Capital	71.71	71.71		71.71
Reserves and surplus	99.55	103.91		105.21
Carry forward losses	- 3.90	-		-
Net Worth	171.26	175.62		176.92
Miscellaneous Expenditure				
Secured Loans	18.13	28.30		39.89
Unsecured Loans	64.90	64.74		55.83
Fixed Assets	97.96	113.55		123.07

**BHARATH WIND FARM LIMITED**

Regd. Office : "Sigapi Achi Building" – IV Floor, 18/3, Rukmani Lakshmi pathi Road, Egmore, Chennai - 600 008.

Ph : (91-44) 4901 5678 Fax: (91-44) 4901 5655

CIN: U31101TN2006PLC061881



BHARATH WIND FARM

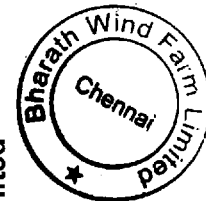
(Subsidiary of Orient Green Power Company Limited)

Income from Operations	10.48	11.99	17.50
Total Income	19.45	21.43	25.53
Total Expenditure	24.81	23.27	23.97
Profit before Tax	-5.35	-1.84	1.56
Profit after Tax	-3.75	-1.29	-2.68
Cash profit	11.24	7.60	5.90
EPS in Rs	-0.52	-0.18	-0.37
Book value in Rs.	10.00	10.00	10.00

Date : August 03, 2015

Place : Chennai

For Bharath Wind Farm Limited



R. Kannan

R. Kannan

Whole Time Director

BHARATH WIND FARM LIMITED

Regd. Office : "Sigapi Achi Building" – IV Floor, 18/3, Rukmani Lakshmipathi Road, Egmore, Chennai - 600 008.

Ph : (91-44) 4901 5678 Fax: (91-44) 4901 5655

CIN: U31101TN2006PLC061881

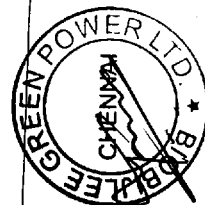


BIOBJLEE GREEN POWER

(Subsidiary of Orient Green Power Company Limited)

The financial details of the Resulting Company for the previous 3 years as per the audited statement of Accounts:

Name of the Company:	<u>Biobijlee Green Power Limited</u> (formerly known as SIHL Engineers Private Limited)		
	(Rs. in Crores)		
	As per last Audited Financial Year	1 year prior to the last Audited Financial Year	2 years prior to the last Audited Financial Year
	2014-15	2013-14	2012-13
Equity Paid up Capital	0.01	-	-
Reserves and surplus	-0.00	-	-
Carry forward losses	-	-	-
Net Worth	0.01	-	-
Miscellaneous Expenditure	-	-	-



BIOBJLEE GREEN POWER LIMITED

(Formerly known as SIHL Engineers Private Limited & BIOBJLEE Green Power Private Limited)

Registered Office: 1st Floor, Shriram House, No. 4, Burkit Road, T. Nagar, Chennai – 600 017.

Tel: 044- 49052500 | CIN: U40107TN2014PLC098213



BIOBIJLEE GREEN POWER

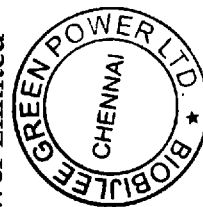
(Subsidiary of Orient Green Power Company Limited)

Secured Loans	-	-	-
Unsecured Loans	-	-	-
Fixed Assets	-	-	-
Income from Operations	-	-	-
Total Income	-	-	-
Total Expenditure	0.00	-	-
Profit before Tax	-0.00	-	-
Profit after Tax	-0.00	-	-
Cash profit	-0.00		
EPS in Rs	-2.05		
Book value in Rs.	10.00		
Note: SIHL Engineers private Limited was incorporated on 27 November 2014. Hence the comparative data for the previous years are not available.			

Date : August 03, 2015

Place : Chennai

For Biobijlee Green Power Limited




R. Kulothungan

Director

BIOBIJLEE GREEN POWER LIMITED

(Formerly known as SIHL Engineers Private Limited & BIOBIJLEE Green Power Private Limited)

Registered Office: 1st Floor, Shriram House, No. 4, Burkit Road, T. Nagar, Chennai – 600 017.

Tel: 044- 49052500 | CIN: U40107TN2014PLC098213



ORIENT GREEN POWER COMPANY LIMITED

Compliance Report on Corporate Governance under Clause 49 of the Listing Agreement

Name of the Company : Orient Green Power Company Limited
Quarter ending on : June 30, 2015

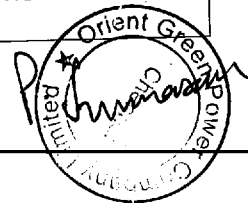
Particulars	Clause of Listing Agreement	Compliance Status Yes/No	Remarks
II. Board of Directors	49 (II)		
(A) Composition of Board	49 (II A)	Yes	Board of Directors comprises of 2 Executive and 9 Non-Executive Directors
(B) Independent Directors	49 (II B)	Yes	-
(C) Non-executive Directors' compensation & disclosures	49 (II C)	Yes	Non- executive Directors are paid ₹ 15,000/- towards sitting fee for attending each meeting of the Board and ₹ 10,000/- towards sitting fee for attending each Audit Committee and Share Transfer and Investors' Grievance Committee meeting.
(D) Other provisions as to Board and Committees	49 (II D)	Yes	-
(E) Code of Conduct	49 (II E)	Yes	Code of conduct has been adopted by the Board of Directors and it is available on the Website of the Company. Declaration by the Managing Director and CEO as to the affirmation of the Compliance of code has been included in the Annual Report.
(F) Whistle Blower Policy	49 (II F)	Yes	-





ORIENT GREEN POWER COMPANY LIMITED

III. Audit Committee	49 (III)		
(A) Qualified & Independent Audit Committee	49 (III A)	Yes	All members of the Committee are independent Directors
(B) Meeting of Audit Committee	49 (III B)	Yes	-
(C) Powers of Audit Committee	49 (III C)	Yes	-
(D) Role of Audit Committee	49 (III D)	Yes	-
(E) Review of Information by Audit Committee	49 (III E)	Yes	-
IV. Nomination and Remuneration Committee	49 (IV)	Yes	-
V. Subsidiary Companies	49 (V)	Yes	Complied for all applicable subsidiaries. Shall be complied for other subsidiaries as and when they become applicable under this clause.
VI. Risk Management	49 (VI)	Yes	-
VII. Related Party Transactions	49 (VII)	Yes	-
VIII. Disclosures	49 (VIII)		
(A) Related party transactions	49 (VIII A)	Yes	A statement in summary form of all transactions with related parties which are in the ordinary course of business , which are not in ordinary course business and which are not on arm's length basis is placed before the Audit committee every quarter.
(B) Disclosure of Accounting Treatment	49 (VIII B)	N.A	
(C) Remuneration of Directors	49 (VIII C)	Yes	Details are being furnished in the Annual Report
(D) Management	49 (VIII D)	Yes	Details are being furnished in the Annual Report





ORIENT GREEN POWER COMPANY LIMITED

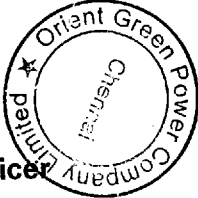
(E) Shareholders	49 (VIII E)	Yes	Details are being furnished in the Annual Report
(F) Proceeds from public issues, rights issue, preferential issues, etc.,	49 (VIII I)	Yes	The Company has fully utilized the proceeds of IPO and the same was approved by the Audit Committee.
IX. CEO/CFO Certification	49 (IX)	Yes	Details are being furnished in the Annual Report
X. Report on Corporate Governance	49 (X)	Yes	Details are being furnished in the Annual Report
XI. Compliance	49 (XI)	Yes	Details are being furnished in the Annual Report

For Orient Green Power Company Limited

P. Srinivasan

P. Srinivasan

Company Secretary and Compliance Officer



Place : Chennai
Date : 30.06.2015



ORIENT GREEN POWER COMPANY LIMITED

Compliance report with the requirements specified in Part-A of the circular CIR/CFD/DIL/5/2013 dated February 4, 2013 read with circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013

Sub: Application under Clause 24(f) of the listing agreement for the proposed Composite Scheme of Arrangement and Amalgamation of Orient Green Power Company Limited

In connection with the above application, we hereby confirm that we satisfy all the conditions as stipulated in the aforesaid SEBI circular, as given hereunder:

Sr. No.	Requirements as per CIR/CFD/DIL/5/2013 dated February 4, 2013 read with circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013	Whether Complied or not & How
1.	Listed companies shall choose one of the stock exchanges having nation-wide trading terminals as the designated stock exchange for the purpose of coordinating with SEBI.	Yes, the Board of Directors of the Company has chosen National Stock Exchange of India Limited as the Designated Stock Exchange.
Compliance as per Part A, Annexure I to the Circular		
2.	Documents to be submitted:	
2.a	Draft Scheme of arrangement/ amalgamation/ merger/ reconstruction/ reduction of capital, etc.	Draft Composite Scheme of Arrangement and Amalgamation is enclosed (Annexure -2).
2.b	Valuation Report from Independent Chartered Accountant	The Valuation Report is enclosed (Annexure -3).
2.c	Report from the Audit Committee recommending the Draft Scheme	The Report from the Audit Committee is enclosed (Annexure-4).
2.d	Fairness opinion by merchant banker	The Fairness opinion by the merchant banker is enclosed (Annexure -5).
2.e	Pre and post amalgamation shareholding pattern of unlisted company	Shareholding patterns of the unlisted Companies viz., Bharath Wind Farm Limited ("the Transferor Company") and Biobijlee Green Power Limited formerly known as SIHL Engineers Private Limited) ("the Resulting Company"), are enclosed (Annexure -6).





130

ORIENT GREEN POWER COMPANY LIMITED

2.f	Audited financials of last 3 years (financials not being more than 6 months old) of unlisted Company;	The financial details of Bharath Wind Farm Limited ("the Transferor Company") for the last 3 years are enclosed (Annexure -7). The Resulting Company i.e., Biobijlee Green Power Limited formerly known as SIHL Engineers Private Limited) was incorporated on 27 th November 2014. The Audited financials for the year ended 31 st March, 2015 is enclosed (Annexure-7).
2.g	Compliance with Clause 49 of Listing Agreement	Compliance Report as per Clause 49 of the Listing Agreement is enclosed (Annexure-8).
2.h	Complaints Report	The Complaint Report will be submitted within 7 days of the expiry of 21 days from the date of filing the Draft Scheme.
3.	The equity shares sought to be listed are proposed to be allotted by the unlisted Issuer (transferee entity) to the holders of securities of a listed entity (transferor entity) pursuant to a scheme of reconstruction or amalgamation (Scheme) sanctioned by a High Court under Section 391-394 of the Companies Act, 1956	Yes. The equity shares sought to be listed are proposed to be allotted by the unlisted issuer, viz Biobijlee Green Power Limited (formerly known as SIHL Engineers Private Limited) i.e. the Resulting Company.
4.	At least 25% of the post scheme paid up share capital of the transferee entity shall comprise of shares allotted to the public holders in the transferor entity.	Yes.
5.	The transferee entity will not issue/reissue any shares, not covered under the Draft scheme.	The Transferee Company i.e., Orient Green Power Company Limited and Resulting Company i.e., Biobijlee Green Power Limited (formerly known as SIHL Engineers Private Limited) will not issue/reissue any shares, not covered under the Draft scheme.





131

ORIENT GREEN POWER COMPANY LIMITED

6.	As on date of application there are no outstanding warrants/ instruments/ agreements which give right to any person to take the equity shares in the transferee entity at any future date. If there are such instruments stipulated in the Draft scheme, the percentage referred to in point (4) above, shall be computed after giving effect to the consequent increase of capital on account of compulsory conversions outstanding as well as on the assumption that the options outstanding, if any, to subscribe for additional capital will be exercised.	There are no outstanding warrants/ instruments/ agreements which give right to any person to take the equity shares in the transferee entity at any future date.
7.	The shares of the transferee entity issued in lieu of the locked-in shares of the transferor entity are subjected to the lock-in for the remaining period.	Yes. 2,00,00,000 equity shares held by Shriram Industrial Holdings Limited are held as lock-in shares upto 5 th April 2016.

Date : August 03, 2015

Place : Chennai

For Orient Green Power Company Limited

P. Srinivasan
P. Srinivasan
Company Secretary





ORIENT GREEN POWER COMPANY LIMITED

132

Undertaking stating the reasons for non-applicability of requirements prescribed in Para 5.16(a) of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 ("Original SEBI Circular") read with Para 7 of SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013 ("Revised SEBI Circular") in respect of Composite Scheme of Arrangement and Amalgamation

This is in connection with the proposed Composite Scheme of Arrangement and Amalgamation between Orient Green Power Company Limited ("OGPCL") ("the Demerged/Transferee Company") and Bharath Wind Farm Limited ("BWFL") ("the Transferor Company") and Biobijlee Green Power Limited ("BGPL") (formerly known as SIHL Engineers Private Limited) ("the Resulting Company") and their respective Shareholders ("the Scheme") under the provisions of sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956 and Section 52 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 1956 and the Companies Act, 2013 and pursuant to the Original SEBI Circular and the Revised SEBI Circular wherein SEBI has mandated all the listed Companies to ensure that the Scheme submitted with Hon'ble High Court for sanction, provides for voting by public shareholders through postal ballot and e-voting in certain cases in terms of Para 5.16(a) of the Circular.

The Demerged Company hereby undertakes that the requirements of Para 5.16(a) of the Original SEBI Circular read with the Revised SEBI Circular pertaining to voting by public shareholders through postal ballot and e-voting is not applicable on the Demerged Company for the following reasons:

a) Para 5.16(a)(i)

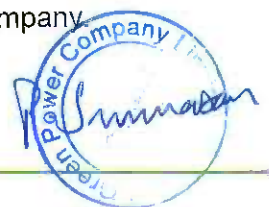
"Where additional shares have been allotted to Promoter / Promoter Group, Related Parties of Promoter / Promoter Group, Associates of Promoter / Promoter Group, Subsidiary/(s) of Promoter / Promoter Group of the listed Company."

Reasons for non-applicability

This clause is not applicable in our fact pattern as, upon the Composite Scheme coming into effect the following has been envisaged-

- i. Issue and allotment of equity shares by Resulting Company to all the existing shareholders of Demerged Company.

Upon the Scheme coming into effect, Resulting Company shall issue and allot 1 (One) fully paid up Equity Share of face value of Rs. 10 (Rupees Ten) each for every 10 (Ten) fully paid up equity shares of face value of Rs. 10 (Rupees Ten) each held in the Demerged Company.





133

Reduction of Share Capital Held by the Demerged Company in the Resulting company

Consequential to the issuance of the equity shares by the Resulting Company to the Shareholders of the Demerged Company, with effect from the Effective Date, the existing shareholding of the Demerged Company in the Resulting Company will be cancelled.

This will ensure that the shareholding pattern of the Resulting Company is identical to the Demerged Company.

The above said issue and allotment of equity shares by the Resulting Company to the Shareholders of the Demerged Company is based on the Share Entitlement Ratio, which will ensure that there would be no allotment of any additional shares to the Promoter/ Promoter Group, Related Parties of Promoter/Promoter Group, Associates of Promoter/ Promoter Group, Subsidiary/(s) of Promoter/Promoter Group of the listed Company.

b) Para 5.16(a)(ii)

"Where the Scheme of Arrangement involves the listed company and any other entity involving Promoter/Promoter Group, Related Parties of Promoter/ Promoter Group, Associates of Promoter/Promoter Group, Subsidiary/(s) of Promoter/ Promoter Group."

Reasons for non-applicability

This Clause is not applicable in our fact pattern as the Scheme is envisaged between the Demerged Company and its two wholly owned subsidiaries i.e., BWFL & BGPL and thus it does not involve any arrangement between the Demerged Company and any other entity involving Promoter/Promoter Group, Related Parties of Promoter/ Promoter Group, Associates of Promoter/Promoter Group, Subsidiary/(s) of Promoter/ Promoter Group.





ORIENT GREEN POWER COMPANY LIMITED

134

c) **Para 5.16(a)(iii)**

"Where the parent listed company, has acquired the equity shares of the subsidiary, by paying consideration in cash or in kind in the past to any of the shareholders of the subsidiary who may be Promoter/Promoter Group, Related Parties of Promoter / Promoter Group, Associates of Promoter / Promoter Group, Subsidiary/(s) of Promoter/Promoter Group of the parent listed company, and if that subsidiary is being merged with the parent listed company under the Scheme."

Reasons for non-applicability

This Clause is not applicable as the Transferee Company has not acquired any equity shares of the subsidiary, i.e. the Transferor Company, by paying consideration in cash or in kind in the past to any of the shareholders of the subsidiary who may be Promoter/Promoter Group, Related Parties of Promoter / Promoter Group, Associates of Promoter / Promoter Group, Subsidiary/(s) of Promoter/Promoter Group of the parent listed company.

In light of the above reasons, the Transferee Company is not required to seek approval of the public shareholders through postal ballot and e-voting in relation to the Composite Scheme of Arrangement and Amalgamation between Orient Green Power Company Limited ("the Demerged/Transferee Company") and Bharath Wind Farm Limited ("the Transferor Company") and Biobijlee Green Power Limited ("the Resulting Company") and their respective Shareholders.

Date : August 03, 2015

For Orient Green Power Company Limited

Place : Chennai

P. Srinivasan

P. Srinivasan

Company Secretary





ORIENT GREEN POWER COMPANY LIMITED


EXTRACT FROM THE CIRCULAR RESOLUTION PASSED ON 29 JULY 2015

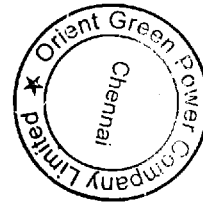
RESOLVED THAT the undertaking stating the reasons for non-applicability of requirements prescribed in Para 5.16(a) of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 as modified by Para 7 of SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013 with respect to the Scheme, duly certified by the Statutory Auditors of the Company i.e. Deloitte Haskins & Sells, as circulated to the Board be accepted and approved and that Mr. P. Srinivasan, Company Secretary be and is hereby authorized to sign the undertaking on behalf of the Board of the Company.

RESOLVED FURTHER THAT Mr. P. Srinivasan, Company Secretary of the Company be and is hereby authorized to do all such acts, things and deeds in connection with the above.

//CERTIFIED TRUE COPY//

For Orient Green Power Company Limited


P. Srinivasan
Company Secretary





ORIENT GREEN POWER COMPANY LIMITED

135

Brief particulars of the Demerged/Transferee, the Transferor and Resulting Companies.

Particulars	Transferee/ Demerged Company	Transferor Company	Resulting Company
Name of the company	Orient Green Power Company Limited ("OGPCL")	Bharath Wind Farm Limited ("BWFL")	Biobijlee Green Power Limited ("BGPL") [Previously known as SIHL Engineers Private Limited ("SEPL")]
Date of Incorporation & details of name changes, if any	The Company was incorporated on 6 th December 2006.	The Company was incorporated on 28 th December 2006.	The Company was incorporated on 27 th November 2014 in the name of SIHL Engineers Private Limited, subsequently the name of the Company was changed to "Biobijlee Green Power Private Limited" and the same was approved by the Shareholders at the Extra Ordinary General Meeting held on 16 th June 2015. The Company has been converted into Public Limited Company vide Certificate of incorporation issued by ROC consequent upon conversion into Public Limited Company dated 1 st July 2015.
Registered Office	Sigappi Achi Building, 4 th Floor, 18/3 Rukmini Lakshmipathi Road, Egmore, Chennai 600008, Tamil Nadu.	Sigappi Achi Building, 4 th Floor, 18/3 Rukmini Lakshmipathi Road, Egmore, Chennai 600008, Tamil Nadu.	1 st Floor, Shriram House, No 4, Burkit Road, T. Nagar, Chennai -600017, Tamil Nadu.



Brief particulars of the scheme	Brief particulars of the scheme are envisaged below:		
	<p>a) The Scheme envisages amalgamation of Bharath Wind Farm Limited, a wholly owned subsidiary of OGPCL, with OGPCL.</p> <p>b) No consideration will be paid by OGPCL since BWFL is a wholly owned subsidiary of the Company.</p> <p>c) Further this Scheme also provides demerger of the biomass power business of the OGPCL to BGPL.</p> <p>d) BGPL is a 100% subsidiary of OGPCL.</p> <p>BGPL will issue 1 equity shares of face value INR 10 each credited as fully paid up for every 10 equity shares of face value INR 10 each held by shareholders of OGPCL as on the Record date.</p>		

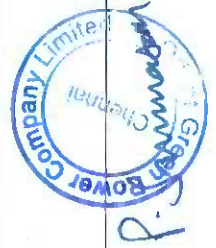
P. J. [Signature]

Power Company Limited
Chennai

137



<p>Rationale for the scheme</p>	<p><u>Rationale for the proposed Composite Scheme:</u> As per the rationale for amalgamation with Bharath Wind Farm Limited would result in the following benefits:</p> <ol style="list-style-type: none"> Integration of operations; Simplification of the group structures; Elimination of multiple entities within the group; and Enhancement of net worth of the combined business to capitalise on future growth potential, optimal utilisation of resources and better administration and cost reduction. <p>As per the rationale for demerger of the biomass power business to Biobijlee Green Power Limited (formerly known as SIHL Engineers Private Limited) would result in the following benefits:</p> <ol style="list-style-type: none"> Stronger business focus on individual businesses as the business risks and growth strategies related to these businesses are significantly different; Concentrated management focus and improved organizational capability; Enable unlocking of value of individual businesses; Facilitate investment and strategic partnership for individual businesses; and Enhance shareholder's value. 		
<p>Date of resolution passed by the Board of Director of the company approving the scheme</p>	<p>June 13, 2015</p>	<p>June 13, 2015</p>	<p>June 13, 2015</p>
<p>Date of meeting of the Audit Committee in which the draft scheme has been approved</p>	<p>June 13, 2015</p>	<p>June 13, 2015</p>	<p>Since the paid up capital of the Company is Rs. 5 Lacs, the constitution of Audit Committee is not applicable.</p>
<p>Appointed Date</p>	<ol style="list-style-type: none"> Appointed date for Amalgamation is April 1, 2015. Appointed date for Demerger is October 1, 2015. 		



Name of Exchanges where securities of the company are listed	BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE").	At present the Company is not listed with any stock exchange. Subsequent to the approval of the Scheme the Company will be merged with OGPC.	At present the Company is not listed with any stock exchange. Subsequent to the approval of the Scheme, it will be listed with BSE and NSE.
Nature of Business	The Company is engaged in business, inter alia, of investment, ownership and operations in renewable energy areas like biomass power, wind power, biogas power and bio fuels.	The Company is a wholly owned subsidiary of OGPC. The Company is engaged inter alia, in development and operation of wind farms.	The Company is a wholly owned subsidiary of OGPC. The Company is incorporated to carry on the business, inter alia, of generating electrical power from Biomass/ Non-conventional energy sources as an independent power producer.
Capital before the scheme	<p>Authorised Capital :Rs.800,00,00,000divided into 80,00,00,000 equity shares of Rs. 10 each.</p> <p>Paid up Capital:Rs.568,07,82,490 divided into 56,80,78,249 equity shares of Rs. 10 each.</p>	<p>Authorised Capital :Rs.75,00,00,000 divided into 7,50,00,000 equity shares of Rs. 10 each.</p> <p>Paid up Capital :Rs.71,70,92,850 divided into 7,17,09,285 equity shares of Rs. 10 each.</p>	<p>Authorised Capital :Rs.5,00,000 divided into 50,000 equity shares of Rs. 10 each.</p> <p>Paid up Capital:Rs.5,00,000 divided into 50,000 equity shares of Rs. 10 each.</p>
No. of shares to be issued	Nil	Nil	<p>5,68,07,825*</p> <p>*These are approximate numbers, which will vary based on the paid capital of OGPC on the Record date to be specified for the purpose after the approval of the Scheme by Hon'ble High Court.</p>
Cancellation of shares on account of cross holding, if any	Nil	7,17,09,285 shares held by OGPC shall be cancelled upon the Scheme becoming effective.	50,000 shares held by OGPC shall be cancelled upon the Scheme becoming effective.
Capital after the scheme	Authorised Capital :Rs.800,00,00,000divided into	NA	Authorised Capital: Rs.56,85,78,250* divided into 5,68,57,825 equity shares



NA Company Limited
Green Power
P. Samadon

Exchange ratio	The Shareholders of the Company, whose name appears in the Register of Members of OGPCL on the 'Record date', to be specified for the said purpose once the Scheme is effective, will be issued and allotted 1 (One) fully paid up Equity Share of face value of Rs. 10 (Rupees Ten) each of BGPL for every 10 (Ten) fully paid up equity shares of face value of Rs. 10 (Rupees Ten) each held in OGPCL.												
Name of Merchant Banker giving fairness opinion	Equirus Capital Private Limited Address: 12 th Floor, 'C' Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai 400 013.												
Shareholding pattern	Transferee/ Demerged Company						Transferor Company						Resulting Company
	Pre			Post			Pre			Post			
	No. of Shares	% of holding	No. of Shares	% of holding	No. of Shares	% of holding	No. of Shares	% of holding	No. of Shares	% of holding	No. of Shares	% of holding	
Promoter	426058596	75	426058596	75	71709285	100	-	-	50000	100	42605860 [#]	75	
Public	142019653	25	142019653	25	0	0	-	-	0	0	14201965 [#]	25	
Custodian	0	0	0	0	0	0	-	-	0	0	0	0	
TOTAL	568078249	100	568078249	100	71709285	100	-	-	50000	100	56807825 [#]	100	
No of shareholders	26108						7 (including nominees)			7 (including nominees)			26108

Note:

#These are estimated number of shares as per the share entitlement calculated in Resulting Company based on current shareholding in the Demerged Company.



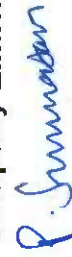
(14)

Names of the Promoters	1. Orient Green Power Pte. Limited 2. Shriram Industrial Holdings Limited 3. Shriram EPC Limited	Orient Green Power Company Limited	Orient Green Power Company Limited
Names of the Board of Directors	1. Mr. N. Rangachary 2. Mr. T. Shivaraman 3. Mr. P. Krishnakumar 4. Mr. S. Srinivasan 5. Mr. Himraj Dang 6. Mr. R. Ganapathi 7. Maj. Gen. A.L. Suri (retd.) 8. Mr. S. Venkat Ram 9. Mr. R. Sundararajan 10. Mr. S. Venkatachalam 11. Ms. Savita Mahajan 12. Mr. Vishal Vijay Gupta	1. Mr. R. Kannan 2. Mr. Prasath 3. Mr. K. Muralidharan	1. Mr. S. Prakash 2. Mr. M. Sivaraman 3. Mr. R. Kulothungan
Details regarding change in management control if any	There is no change in the management control of the Company.		

For Orient Green Power Company Limited

Date : August 03, 2015

Place : Chennai



P. Srinivasan
Company Secretary


TO WHOMSOEVER IT MAY CONCERN

The Board of Directors of Orient Green Power Company Limited ("the Company"), Fourth floor, Sigappi Achi Building, No-18/3, Rukmani Lakshmipathi Road, Egmore, Chennai-600 008, at its meeting held on June 13, 2015 approved the amalgamation of Bharath Wind Farm Limited ("Transferor Company") with the Company and the demerger of biomass power business ("Demerged Business") to SIHL Engineers Private Limited¹("Resulting Company") by way of the composite scheme of arrangement and amalgamation under sections 391-394 read with sections 100-103 of the companies act, 1956 and Section 52 of the Companies Act, 2013 ("the Scheme")

Based on the information and the documents produced before us and explanation furnished to us by the company, this is to certify that the Net-worth of the Company as on March 31, 2015, Indicative Net-worth of the company after considering the merger of Transferor Company and demerger of the Demerged Business would be as under:

Pre Merger /Pre Demerger Net-worth of Orient Green Power Company Limited (Demerged Company) (as on March 31, 2015) and Indicative Net-worth Post Merger and Demerger:

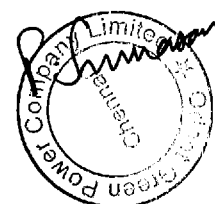
(Rs. in Lacs)

Particulars	Pre Merger / Demerger	Post Merger & Pre Demerger	Post Demerger ²
Share Capital (A)	56807.82	56807.82	56807.82
Reserves (B) ³	31764.57	41719.57	22569.02
Net-worth of the Demerged Company (A+B)	88572.39	98527.39	79376.84

Indicative Net-worth of Resulting Company:

(Rs. In Lacs)

Provisional Net-worth	Pre Demerger	Post Demerger ²
Share Capital (A)	1.00	5680.78
Reserves (B) ³	(0.21)	(0.21)
Net-worth of the Resulting Company (A+B)	0.79	5680.57



Head Office : 3E, 3rd Floor, Jamal Fazal Chambers, New # 26, Old # 53, Grems Road, Thousand Lights, Chennai - 600 006.

Branch Office : # 1/85, Old Mahabalipuram Road (Rajiv Gandhi Salai) Kelambakkam, Chennai - 603 103. (Opp. Indian Oil Petrol Bunk)

Phone : 2829 3250, 2829 3251 E-mail : mgopalco@gmail.com / gopal@mgco.co.in Web : www.mgco.co.in

Note:

¹It is also proposed to change the name of SIHL Engineers Private Limited to Biobijlee Green Power Limited subject to necessary regulatory approvals.

²The Appointed Date for Demerger is 1st October 2015 and hence the Net-worth of Demerged Company and Resulting Company Pre/ Post Demerger will depend upon the Financial Statements of the Company as on the Appointed Date for Demerger.

³The Reserves include Securities Premium and does not include Capital Reserve of Rs.1.77 crores and capital reserve arising on account of merger and demerger.

Place: Chennai

Date: June 29, 2015

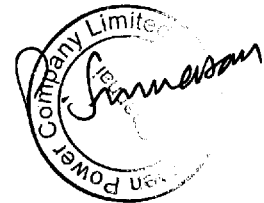
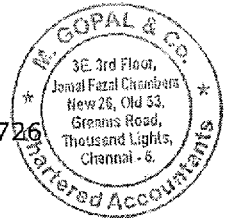
Certificate No: 21/15-16

For M.Gopal & Co.,
Chartered Accountants
Firm No. 000957S

G Apoorav

G Apoorav
Partner

Membership No: 226726



Workings for Net-worth Certificate

OGPL - Pre Demerger

Rs. in Lakhs

Particulars	Pre-Demerger	
	Amount	Amount
Share Capital		
Equity Share Capital	56,807.82	56,807.82
Reserves		
Securities Premium	72,094.24	72,094.24
Profit and Loss Account	-40,329.67	-40,329.67
Total Net-worth		88,572.39

Capital reserve of Rs.177 lakhs have not been considered in calculation of network.

OGPL - Post Merger

Rs. in Lakhs

Particulars	Post- Merger	
	Amount	Amount
Share Capital		
Equity Share Capital	56,807.82	56,807.82
Reserves		
Securities Premium	72,094.24	
Add: Increase on merger	10,344.97	82,439.21
Profit and Loss Account	-40,329.67	
Add: Increase on merger	-389.97	-40,719.64
Total Net-worth		98,527.39

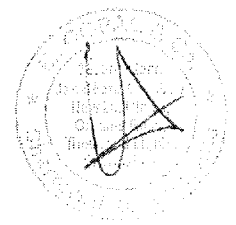
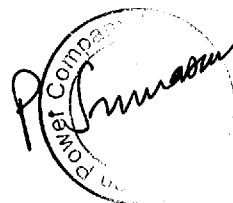
Capital reserve of Rs.177 lakhs and capital reserve arising on merger of Rs. 2126.02 lakhs have not been considered in calculation of network.

OGPL - Post Demerger

Rs. in Lakhs

Particulars	Post- Demerger	
	Amount	Amount
Share Capital		
Equity Share Capital	56,807.82	56,807.82
Reserves		
Securities Premium	82,439.21	
Less: Utilized on Demerger (Note - 1)	-59,870.19	22,569.02
Profit and Loss Account	-40,719.64	
Less: Utilized on Demerger	40,719.64	-
Total Net-worth		79,376.84

Capital reserve of Rs.177 lakhs and capital reserve arising on merger of Rs. 2126.02 Lakhs have not been considered in calculation of network.



Note:1

Statement showing Net-worth of Demerged Business

Rs. in Lakhs	
Particulars	Amount
Total Asset	42807.98
Less: Total Liabilities	23657.43
Net-worth of Demerged business	19150.55
<u>Adjusted against Securities Premium Account</u>	
Profit and Loss Account balance	40,719.64
Net-worth of Demerged business	19150.55
Total decrease in Securities Premium Account	59,870.19

SIHL Engineers Pvt Ltd - Post Demerger

Rs. in Lakhs

Particulars	Post-Demerger	
	Amount	Amount
Share Capital		
Equity Share Capital	5,680.78	5,680.78
Reserves	-0.21	
Add: Increase on Demerger	-	-0.21
Total Net-worth		5,680.57

Capital Reserve of Rs. 13,469.77 lakhs (Note - 2) arising on Demerger have not been considered for the calculation.

Note:2

Statement showing Net-worth of Demerged Business

Rs. in Lakhs	
Particulars	Amount
Total Asset	42807.98
Less: Total Liabilities	23657.43
Net-worth of Demerged business	19150.55
Less: Consideration issued	5,680.78
Capital Reserve on demerger	13,469.77

CERTIFIED TRUE COPY**For ORIENT GREEN POWER COMPANY LIMITED****COMPANY SECRETARY**

CERTIFICATE OF PERCENTAGE TURNOVER & PROFITABILITY

1. We have verified the document and information relating to Orient Green Power Company Limited ('the Company') with a view to certify the net worth, percentage turnover and profitability of the division being hived off i.e. "Biomass Power Business" vis-à-vis the other division of the Company.

In this regard, we have relied upon the audited financial statement of Orient Green Power Company as on March 31, 2015 and March 31, 2014, the Composite Scheme of Arrangement and Amalgamation between Orient Green Power Company Limited and Bharath Wind Farm Limited and Biobijlee Green Power Limited and their respective shareholders (the 'Scheme'), the estimated values of assets and liabilities of Biomass Power Business in Orient Green Power Company Limited as on the dates as given above, as it would appear if the scheme is given effect to.

2. On the basis of such verification and information and explanation given to us, we certify the net worth, percentage turnover and profitability of Biomass Business vis-à-vis the other division of the company as set out in the following tables:

As on March 31, 2015						
Particulars	Net worth	% Total	Turnover (Revenue) *	% to Total	Profit after Tax	% Total
Biomass Power Business i.e. Demerged Business	182.19	20.53	44.10	100.00	(46.32)	19.41
Other Division	705.30	79.47	-	-	(192.30)	80.59
Total	887.49	100.00	44.10	100.00	(238.63)	100

*The Turnover details only includes 'Operating Income'

As on March 31, 2014						
Particulars	Net worth	%to total	Turnover (Revenue) *	% to total	Profit after Tax	%to total
Biomass Power Business i.e. Demerged Business	333.20	29.61	33.99	100.00	(29.78)	21.79
Other Division	792.12	70.39	-	-	(106.89)	78.21
Total	1125.32	100.00	33.99	100.00	(136.66)	100

*The Turnover details only includes 'Operating Income'

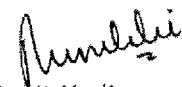


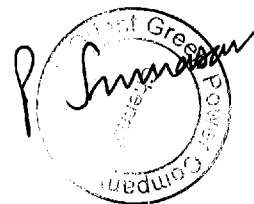
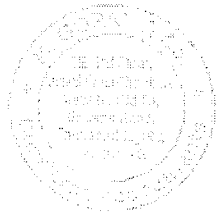
Notes:

1. The Appointed Date for demerger of Biomass Division is 1st October 2015 and hence the assets and liabilities of Biomass Power Division will depend upon the financial position of the Demerged Company as on the Appointed Date for demerger.
2. The above figures are based on the divisional balance sheet provided by the management as on 31st March 2015 and 31st March 2014.
3. The proposed merger of Bharat Wind Farm Private Limited with Orient Green Power Company has not been considered above.
4. The aforesaid computation has been made solely as per the requirements of SEBI in connection with obtaining the "No Objection certificate" from the stock exchange to the proposed scheme of Arrangement between Orient Green Power Company Limited and Bharath Wind Farm Limited and Biobijlee Green Power Limited and their respective shareholders and is not to be used for any other purposes.
5. Compliances with the requirements of the stock exchanges of India is the responsibility of the company's management. Our responsibility is to verify the factual accuracy stated in the certificates.

Place : Chennai
Date : 03.08.2015
Certificate No:26/2015-16

For M. Gopal & Co.,
Chartered Accountants


Punit Kedia
Partner
Mem No:225561





ORIENT GREEN POWER COMPANY LIMITED

Details of Assets and Liabilities proposed to be transferred by Orient Green Power Company Limited (Demerged Company) to Biobijlee Green Power Limited (formerly known as SIHL Engineers Private Limited) (Resulting Company) as of March 31, 2015 have been approved by the Board of Directors of Orient Green Power Company Limited (Demerged Company) in its meeting held on JUNE 13, 2015:

(Rs. in Crores)		
	Demerged Company	Resulting Company
Particulars	OGPL Corporate & Wind Division	Biomass Division*
Non Current Liabilities (A)		
Long Term Borrowings	186.58	152.68
Other Long term liabilities	42.42	15.92
Long Term Provisions	0.92	0.22
	229.91	168.81
Current Liabilities (B)		
Short term borrowings	3.77	14.05
Trade Payables	10.55	16.47
Other Current Liabilities	0.65	46.55
Short Term Provision	0.21	0.01
	15.19	77.07
Non Current Assets (C)		
Fixed Assets	1.17	242.65
Non-Current Investments	875.59	74.57
Long Term Loans & Advances	70.59	83.78
Other Non-Current Assets	1.16	6.40
	948.51	407.40
Current Assets (D)		
Inventories	-	3.55
Trade Receivables	1.07	8.10
Cash and Cash Equivalents	0.61	4.66
Short Term Loans & Advances	0.21	0.49
Other Current Assets	0.00	3.88
	1.89	20.68
Net Assets (C+D-A-B)	705.30	182.19

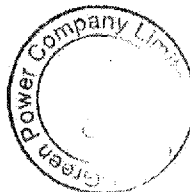
Note:

*The Appointed Date for demerger of Biomass Division is 1st October 2015 and hence the assets and liabilities of Biomass Division will depend upon the financial statements of the Demerged Company as on the Appointed Date for demerger.

For Orient Green Power Company Limited


P. Srinivasan
Company Secretary

Date: August 3, 2015



CERTIFIED TRUE COPY

For ORIENT GREEN POWER COMPANY LIMITED


COMPANY SECRETARY



ORIENT GREEN POWER COMPANY LIMITED



146

a) Details of Capital evolution of the transferee/demerged Company (Orient Green Power Company Limited) :

Date of Issue	No. of shares issued	Issue Price (Rs.)	Type of Issue (IPO/FPO/ Preferential Issue/ Scheme/ Bonus/ Rights, etc.)	Cumulative capital (No of shares)	Whether listed, if not listed, give reasons thereof
6 th December 2006	80,000	10.00	Subscribers Memorandum to	80,000	Yes
28 th September 2007	76,000	10.00	Further issue	1,56,000	Yes
29 th February 2008	1,51,38,520	50.00	Further issue	1,52,94,520	Yes
8 th December 2008	1,58,00,000	50.00	Further issue	3,10,94,520	Yes
23 rd January 2009	93,54,680	50.00	Further issue	4,04,49,200	Yes
23 rd December 2009	7,50,000	1,000.00	Preferential Issue	41,199,200	Yes
30 th December 2009	16,09,87,816	10.00	Bonus issue	20,21,87,016	Yes
31 st December 2009	7,44,01,872	10.00	Bonus issue	27,65,88,888	Yes
5 th October 2010	19,14,89,361	47.00	IPO	46,80,78,249	Yes
6 th April 2013	10,00,00,000	15.00	Preferential Issue	56,80,78,249	Yes

b) Details of Capital evolution of the transferor Company (Bharath Wind Farm Limited):

Date of Issue	No. of shares issued	Issue Price (Rs.)	Type of Issue (IPO/FPO/ Preferential Issue/ Scheme/ Bonus/ Rights, etc.)	Cumulative capital (No of shares)	Whether listed, if not listed, give reasons thereof
Incorporation	60,000	10.00	Subscribers to Memorandum	60,000	No
15 th December 2008	3,42,52,285	35.00	Preferential issue	3,43,12,285	No
29 th May 2009	13,62,000	35.00	Preferential issue	3,56,74,285	No
25 th January 2010	3,60,35,000	14.00	Preferential issue	7,17,09,285	No

P. Suman



ORIENT GREEN POWER COMPANY LIMITED


147

c) Details of Capital evolution of the resulting Company (SIHL Engineers Private Limited) :

Date of Issue	No. of shares issued	Issue Price (Rs.)	Type of Issue (IPO/FPO/ Preferential Issue/ Scheme/ Bonus/ Rights, etc.)	Cumulative capital (No of shares)	Whether listed, if not listed, give reasons thereof
Incorporation	10,000	10.00	Subscribers to Memorandum	10,000	No
21 st May 2015	40,000	10.00	Preferential Issue	50,000	No

Date : August 03, 2015
Place : Chennai

For Orient Green Power Company Limited


P. Srinivasan
Company Secretary





ORIENT GREEN POWER COMPANY LIMITED

148

To,
The General Manager,
Department of Corporate Services,
BSE Limited,
P.J. Towers, Dalal Street,
Mumbai – 400 001.

Dear Sir,

Sub: Application under Clause 24(f) of the Listing Agreement for the proposed Composite Scheme of Arrangement and Amalgamation between Orient Green Power Company Limited ("the Demerged Company") and Bharath Wind Farm Limited ("BWFL") ("the Transferor Company") and Biobijlee Green Power Private Limited ("BGPPL") ("the Resulting Company") and their respective shareholders (the "Scheme").

In connection with the above application, we hereby confirm that:

- a) The proposed Scheme of amalgamation/ arrangement does not in any way violate or override or circumscribe the provisions of the SEBI Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, the Companies Act, 1956, and the Companies Act, 2013, the rules, regulations and guidelines made under these Acts, and the provisions as explained in clause 24(g) of the Listing agreement or the requirements of BSE Limited.
- b) In the explanatory statement to be forwarded by the company to the shareholders u/s 393 or accompanying a proposed resolution to be passed u/s 100 of the Companies Act, it shall disclose:
 - i) the pre and post-arrangement or amalgamation (expected) capital structure and shareholding pattern.
 - ii) the "fairness opinion" obtained from an Independent merchant banker on valuation of assets / shares done by the valuer for the Company and unlisted company.
 - iii) The Complaint report as per Annexure III of BSE checklist.
 - iv) The observation letter issued by the stock exchange.
- c) The draft Composite Scheme of Arrangement and Amalgamation together with all documents mentioned in Clause 5.16 (c) SEBI Circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013, has been disseminated on Company's website as per Website link given hereunder:

www.orientgreenpower.com





ORIENT GREEN POWER COMPANY LIMITED

149

- d) The Company shall disclose the observation letter of the stock exchange on its website within 24 hours of receiving the same.
- e) The Company shall obtain shareholders' approval by way of special resolution passed through postal ballot/ e-voting. Further, the company shall proceed with the draft scheme only if the vote cast by the public shareholders in favor of the proposal is more than the number of votes cast by public shareholders against it. – Not Applicable.
- f) The documents filed by the Company with the Exchange are same/ similar/ identical in all respect, which have been filled by the Company with Registrar of Companies/SEBI/Reserve Bank of India, wherever applicable.
- g) There will be no alteration in the Share Capital of the unlisted transferor Company and the Resulting Company from the one given in the draft scheme of amalgamation/ arrangement.

Date : August 03, 2015
Place : Chennai

For Orient Green Power Company Limited

P. Srinivasan
P. Srinivasan
Company Secretary

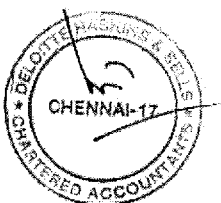


Auditor's Certificate under Clause 24(i) of the Equity Listing Agreement

Ref: PS/PV/2015-16/11

To,
The Board of Directors,
Orient Green Power Company Limited
Sigappi Achi Building, 4th Floor,
18/3, Rukmini Lakshmipathi Road, Egmore,
Chennai- 600008

1. We, Deloitte Haskins & Sells, Chartered Accountants (Firm Registration Number 008072S), the statutory auditors of Orient Green Power Company Limited (the Company) having its Registered Office at Sigappi Achi Building, 4th Floor, 18/3, Rukmini Lakshmipathi Road, Egmore, Chennai- 600008, have examined the proposed accounting treatment specified in Clause 6 and Clause 18 of the Draft Composite Scheme of Arrangement and Amalgamation between Orient Green Power Company Limited and Bharath Wind Farm Limited and Biobijilee Green Power Limited (formerly known as SIHL Engineers Private Limited) and their respective Shareholders in terms of the provisions of Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956 and Section 52 of the Companies Act, 2013 (hereinafter referred to as "the Draft Scheme"), with reference to its compliance with the applicable Accounting Standards specified under Section 133 of the Companies Act, 2013, read with Rule 7 of the Companies (Accounts) Rules, 2014 (the Accounting Standards), and Other Generally Accepted Accounting Principles in India.
2. The responsibility for the preparation of the Draft Scheme and its compliance with the relevant laws and regulations, including the applicable Accounting Standards as aforesaid, is that of the Board of Directors of the Company. Our responsibility is only to examine and report whether the Draft Scheme complies with the applicable Accounting Standards and Other Generally Accepted Accounting Principles in India. Nothing contained in this Certificate, nor anything said or done in the course of, or in connection with the services that are subject to this Certificate, will extend any duty of care that we may have in our capacity as the statutory auditors of any financial statements of the Company. We carried out our examination in accordance with the Guidance Note on Audit Reports and Certificates for Special Purposes, issued by the Institute of Chartered Accountants of India.
3. Based on our examination and according to the information and explanations given to us, we certify that:
 - a. the proposed accounting treatment in the books of the Company contained in Clause 6 for the amalgamation of Bharath Wind Farm Limited and Orient Green Power Company Limited is in compliance with Clause 24(i) of the Listing Agreement and the applicable Accounting Standards specified under Section 133 of the Companies Act, 2013, read with Rule 7 of the Companies (Accounts) Rules, 2014.



R.P.

Deloitte Haskins & Sells



- b. there are no accounting standards that deal with the accounting treatment for the demerger of the Business from the Company to Biobijilee Green Power Limited (formerly known as SIHL Engineers Private Limited) as per the Draft Scheme. The Company has represented that the substance of this demerger arrangement is in the nature of application and reduction of Securities Premium Account as per the provisions of Section 52 of Companies Act, 2013 read with Sections 100 to 103 of the Companies Act, 1956.
4. This Certificate is issued at the request of Orient Green Power Company Limited pursuant to the requirements of Clause 24(i) of the Listing Agreement for onward submission to the National Stock Exchange of India Limited and the BSE Limited. This Certificate should not be used for any other purpose without our prior written consent.

Place: Chennai

Date: 28 July 2015

For DELOITTE HASKINS & SELLS
CHARTERED ACCOUNTANTS
(Registration No. 008072S)


SRIRAMAN PARTHASARATHY
PARTNER
MEMBERSHIP No. 206834


CERTIFIED TRUE COPY
OF **ORIENT GREEN POWER COMPANY LIMITED**

COMPANY SECRETARY

R.R.



ORIENT GREEN POWER COMPANY LIMITED

To

The National Stock Exchange of India Limited
Department of Corporate Services
Exchange Plaza, 5th Floor,
Bandra-Kurla Complex,
Mumbai-400 051.

Respected Sir/ Ma'am,

Sub: Undertaking under Clause 24(g) of the Listing Agreement for the proposed Composite Scheme of Arrangement and Amalgamation between Orient Green Power Company Limited ("the Demerged Company") and Bharath Wind Farm Limited ("BWFL") ("the Transferor Company") and Biobijlee Green Power Limited ("BGPL") ("the Resulting Company") and their respective shareholders (the "Scheme").

UNDERTAKING

This is to confirm that the proposed Scheme to be presented to any Court of Tribunal does not in any way violate or override or circumstances the provisions of:

- I. the SEBI Act, 1992,
- II. the Securities Contracts (Regulation) Act, 1956,
- III. the Depositories Act, 1956,
- IV. the provisions of Sections 390 to 394 of the Companies Act, 1956 and the corresponding Sections of the Companies Act, 2013 as and when notified by the Central Government,
- V. the provisions of the Companies Act, 2013 which are administered by SEBI under Section 24 of the Companies Act, 2013 and

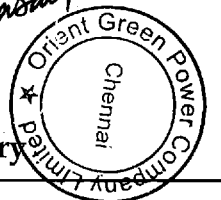
the rules, regulations and guidelines made under these Acts, and the provisions of the Listing Agreement.

Date : August 03, 2015

For Orient Green Power Company Limited

Place : Chennai

P. Srinivasan
P. Srinivasan
Company Secretary





ORIENT GREEN POWER COMPANY LIMITED

To

**The National Stock Exchange of India
Department of Corporate Services
Exchange Plaza, 5th Floor,
Bandra-Kurla Complex,
Mumbai – 400 051**

Respected Sir/ Ma'am,

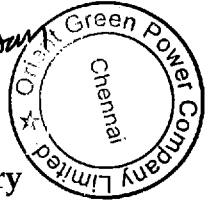
Undertaking

This is to confirm that the Company is in Compliance with the Clause 49 of the Listing Agreement.

**Date : August 03, 2015
Place : Chennai**

For Orient Green Power Company Limited

P. Srinivasan
**P. Srinivasan
Company Secretary**





ORIENT GREEN POWER COMPANY LIMITED

To

**The National Stock Exchange of India
Department of Corporate Services
Exchange Plaza, 5th Floor,
Bandra-Kurla Complex,
Mumbai – 400 051**


Respected Sir/ Ma'am,


Undertaking

This is to confirm that the proposed Composite Scheme of Arrangement and Amalgamation between Orient Green Power Company Limited ("Demerged Company") and Bharath Wind Farm Limited ("BWFL") ("Transferor Company") and Biobijlee Green Power Limited ("BGPL") ("Resulting Company") and their respective shareholders ("Scheme") under sub rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957 is compliant with SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013 as modified by SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013 ("SEBI Circular").

**Date : August 03, 2015
Place : Chennai**

For Orient Green Power Company Limited


P. Srinivasan
Company Secretary





ORIENT GREEN POWER COMPANY LIMITED

To
The National Stock Exchange of India
Department of Corporate Services
Exchange Plaza, 5th Floor,
Bandra-Kurla Complex,
Mumbai – 400 051

Respected Sir/ Ma'am,

Rationale for the scheme

Rationale for the proposed Composite Scheme:

As per the rationale for **amalgamation** with Bharath Wind Farm Limited would result in the following benefits:


- a) Integration of operations;
- b) Simplification the group structures;
- c) Elimination of multiple entities within the group; and
- d) Enhancement of net worth of the combined business to capitalise on future growth potential, optimal utilisation of resources and better administration and cost reduction.

As per the rationale for **demerger** of the biomass power business to Biobijlee Green Power Limited would result in the following benefits:

- a) Stronger business focus on individual businesses as the business risks and growth strategies related to these businesses are significantly different;
- b) Concentrated management focus and improved organizational capability;
- c) Enable unlocking of value of individual businesses;
- d) Facilitate investment and strategic partnership for individual businesses; and
- e) Enhance shareholder's value;

Date : August 03, 2015
Place : Chennai

For Orient Green Power Company Limited


P. Srinivasan
Company Secretary



ORIENT GREEN POWER COMPANY LIMITED

To

The National Stock Exchange of India
Department of Corporate Services
Exchange Plaza, 5th Floor,
Bandra-Kurla Complex,
Mumbai – 400 051

Respected Sir/ Ma'am,

Brief details of business of the Company

Particulars	Transferee/ Demerged Company	Transferor Company	Resulting Company
Name of the company	Orient Green Power Company Limited("OGPCL")	Bharath Wind Farm Limited("BWFL")	Biobijlee Green Power Limited("BGPL"). [Previously known as SIHL Engineers Private Limited("SEPL")]
Nature of Business	The Company is engaged in business, inter alia, of investment, ownership and operations in renewable energy areas like biomass power, wind power, biogas power and bio fuels.	The Company is a wholly owned subsidiary of OGPCL. The Company is engaged inter alia, in development and operation of wind farms.	The Company is a wholly owned subsidiary of OGPCL. The Company is incorporated to carry on the business, inter alia, of generating electrical power from Biomass/ Non-conventional energy sources as an independent power producer.

Date : August 03, 2015

Place : Chennai

For Orient Green Power Company Limited

P. Srinivasan

Company Secretary





ORIENT GREEN POWER COMPANY LIMITED

To

**The National Stock Exchange of India Limited
Department of Corporate Services
Exchange Plaza, 5th Floor,
Bandra-Kurla Complex,
Mumbai-400 051.**

Respected Sir/ Ma'am,

Sub: Confirmation by the Company

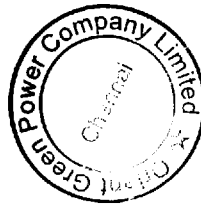
This is to confirm that no disciplinary action has been taken by other stock exchanges and regulatory authorities against any of the following:

- Orient Green Power Company Limited ("OGPCL"/ "Company")
- Companies under same management as OGPCL
- Promoters and promoting companies of OGPCL
- Directors of the Company
- Companies promoted by the promoters of the company
- Subsidiaries and group companies of the Company

Date : August 03, 2015

Place : Chennai

For Orient Green Power Company Limited



P. Srinivasan
**P. Srinivasan
Company Secretary**



BIOBIJLEE GREEN POWER

(Subsidiary of Orient Green Power Company Limited)

To

The National Stock Exchange of India Limited
Department of Corporate Services
Exchange Plaza, 5th Floor,
Bandra-Kurla Complex,
Mumbai-400 051.


Respected Sir/ Ma'am,

Sub: Confirmation by Resulting Company

This is to confirm that there shall be no change in the shareholding pattern or control in resulting company between the record date and the listing which may affect the status of this approval.

Date : August 03, 2015
Place : Chennai

For Biobijlee Green Power Limited


R. Kulothungan
Director



BIOBIJLEE GREEN POWER LIMITED

(Formerly known as SIHL Engineers Private Limited & BIOBIJLEE Green Power Private Limited)

Registered Office: 1st Floor, Shriram House, No. 4, Burkit Road, T. Nagar, Chennai – 600 017.

Tel: 044- 49052500 | CIN: U40107TN2014PLC098213



ORIENT GREEN POWER COMPANY LIMITED

To

**The National Stock Exchange of India Limited
Department of Corporate Services
Exchange Plaza, 5th Floor,
Bandra-Kurla Complex,
Mumbai-400 051.**

Respected Sir/ Ma'am,

Sub: Undertaking under Clause 24(g) of the Listing Agreement for the proposed Composite Scheme of Arrangement and Amalgamation between Orient Green Power Company Limited ("the Demerged Company") and Bharath Wind Farm Limited ("BWFL") ("the Transferor Company") and Biobijlee Green Power Limited ("BGPL") ("the Resulting Company") and their respective shareholders (the "Scheme").

UNDERTAKING

This is to confirm that the proposed Scheme to be presented to any Court of Tribunal does not in any way violate or override or circumstances the provisions of:

- I. the SEBI Act, 1992,
- II. the Securities Contracts (Regulation) Act, 1956,
- III. the Depositories Act, 1956,
- IV. the provisions of Sections 390 to 394 of the Companies Act, 1956 and the corresponding Sections of the Companies Act, 2013 as and when notified by the Central Government,
- V. the provisions of the Companies Act, 2013 which are administered by SEBI under Section 24 of the Companies Act, 2013 and

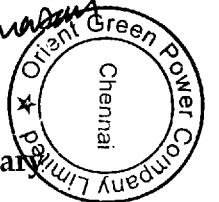
the rules, regulations and guidelines made under these Acts, and the provisions of the Listing Agreement.

Date : August 03, 2015

Place : Chennai

For Orient Green Power Company Limited

P. Srinivasan
P. Srinivasan
Company Secretary





ORIENT GREEN POWER COMPANY LIMITED

To
The National Stock Exchange of India
Department of Corporate Services
Exchange Plaza, 5th Floor,
Bandra-Kurla Complex,
Mumbai – 400 051

Respected Sir/ Ma'am,

Rationale for the scheme

Rationale for the proposed Composite Scheme:

As per the rationale for **amalgamation** with Bharath Wind Farm Limited would result in the following benefits:

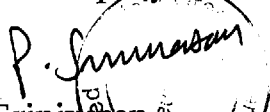
- a) Integration of operations;
- b) Simplification the group structures;
- c) Elimination of multiple entities within the group; and
- d) Enhancement of net worth of the combined business to capitalise on future growth potential, optimal utilisation of resources and better administration and cost reduction.

As per the rationale for **demerger** of the biomass power business to Biobijlee Green Power Limited would result in the following benefits:

- a) Stronger business focus on individual businesses as the business risks and growth strategies related to these businesses are significantly different;
- b) Concentrated management focus and improved organizational capability;
- c) Enable unlocking of value of individual businesses;
- d) Facilitate investment and strategic partnership for individual businesses; and
- e) Enhance shareholder's value;

Date : August 03, 2015
Place : Chennai

For Orient Green Power Company Limited


P. Srinivasan
Company Secretary

**Auditor's certificate under Para 5.16 of
SEBI Circular No. CIR/CFD/DIL/5/2013 dated 4 February 2013**

PS/PV/2015-16/12

To

The Board of Directors,
Orient Green Power Company Limited,
Sigappi Achi Building, 4th Floor,
18/3, Rukmini Lakshmipathi Road, Egmore,
Chennai- 600008

1. We, Deloitte Haskins & Sells, Chartered Accountants (Firm Registration Number 008072S), the statutory auditors of Orient Green Power Company Limited (the Company) having its Registered Office at Sigappi Achi Building, 4th Floor, 18/3, Rukmini Lakshmipathi Road, Egmore, Chennai-600008, have examined the books of account of the Company, the Draft Composite Scheme of Arrangement and Amalgamation between Orient Green Power Company Limited and Bharath Wind Farm Limited and Biobijilee Green Power Limited (formerly known as SIHL Engineers Private Limited) and their respective Shareholders in terms of the provisions of Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956 and Section 52 of the Companies Act, 2013 (hereinafter referred to as "the Draft Scheme") and other relevant records and documents maintained by the Company in the usual course of its business, for the purpose of certifying the accompanying "Undertaking for non-applicability of requirements prescribed in Para 5.16(a) of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 ("Original SEBI Circular") read with Para 7 of SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013 ("Revised SEBI Circular") in respect of Composite Scheme of Arrangement and Amalgamation" (the modified paragraph 5.16 of SEBI Circular), ("the Undertaking").
2. The responsibility for the preparation of the Draft Scheme, the Undertaking and their compliance with the relevant laws and regulations etc, is that of the Management of the Company. The Management of the Company is also responsible for the maintenance of the proper books of account and such other relevant records as prescribed by applicable laws, which includes collecting, collating and validating data and designing, implementing and monitoring of internal controls relevant for the preparation of the Undertaking that is free from material misstatement whether due to fraud and error.
3. Our responsibility for the purpose of this certificate is limited to certifying the particulars contained in the Undertaking on the basis of the Draft scheme, the books of account and other relevant records and documents maintained by the Company and did not include the evaluation of the adherence by the Company with all the applicable guidelines. Nothing contained in this certificate, nor anything said or done in the course of, or in connection with the services that are subject to this certificate, will extend any duty of care that we may have in our capacity as the statutory auditors of any financial statements of the Company. We conducted our verification in accordance with the



R.P.

Guidance Note on Audit Reports and Certificate for special purposes and Standards on Auditing issued by the Institute of Chartered Accountants of India, which include the concepts of Test Check and materiality.

4. On the basis of our examination of the Draft Scheme, the books of account and other relevant records and documents and according to the Information and explanations provided to us by the Management of the Company, we certify that the Undertaking provided by the Company that the sub para (a) of the modified Para 5.16 of SEBI Circular is not applicable in the case of the Draft scheme for the reasons stated therein, is in accordance with the unaudited books of account, the Draft Scheme and other relevant records maintained and provided to us by the Company.
5. This Certificate is issued at the request of the Management of the Company for submission to the BSE Limited and the National Stock Exchange of India Limited and for ensuring related compliances in terms of para 5.16 of SEBI Circular no CIR/CFD/DIL/5/2013, dated February 4, 2013, (as modified by Paragraph 7 of SEBI circular no CIR/CFD/DIL/8/2013 dated May 21, 2013) and should not be used for any other purpose without our prior written consent.

Place: Chennai

Date: 28 July 2015



For DELOITTE HASKINS & SELLS
CHARTERED ACCOUNTANTS
(Registration No. 0080728)


SRIRAMAN PARTHASARATHY
PARTNER
MEMBERSHIP No. 206834

R.R.